



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
Thursday, February 6, 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

Page

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.

5.A. General Comments from City Council

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. EXECUTIVE SESSION

- 7.A. 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]. 5

[Jennifer Burrington Bio](#)

8. ACTION RELATIVE TO EXECUTIVE SESSION

- 8.A. Consideration and possible action regarding Project Electric Daisy.

9. CITY MANAGER COMMENTS

- 9.A. Presentation announcing the company for Project Electric Daisy.

10. CONSENT AGENDA ITEMS

- 10.A. Consideration and possible action on a resolution approving the Titan Innovation Business Park Lot 5 Final Plat, 12.06 acres, more or less, of land, one commercial lot, located on Schneider Boulevard.(Ashley Lumpkin) 6 - 14

[Agenda Item Report - AIR-19-280 - Pdf](#)

- 10.B. Consideration and possible action on a resolution approving the Titan Innovation Business Park Lot 6 and 7 Preliminary Plat, 15.164 acres, more or less, of land, two commercial lots, located on New Technology Boulevard. (Ashley Lumpkin) 15 - 23

[Agenda Item Report - AIR-19-282 - Pdf](#)

- 10.C. Consideration and possible action on a resolution approving the Titan Innovation Business Park Lot 6 and 7 Final Plat, 15.164 acres, more or less, of land, two commercial lots, located on New Technology Boulevard. (Ashley Lumpkin) 24 - 31

[Agenda Item Report - AIR-19-284 - Pdf](#)

- 10.D. Consideration and possible action on a resolution approving the Hutto Crossing Industrial Park Preliminary Plat, 125.95 acres, more or less, of land, six commercial lots, located at the southwest corner of SH-130 and US 79 West. (Ashley Lumpkin) 32 - 40

[Agenda Item Report - AIR-19-292 - Pdf](#)

- 10.E. Consideration and possible action on a resolution approving the Star Ranch Section 7 Phase 7 Final Plat, 7.773 acres, more or less, of land, 45 residential lots, located within Hutto's Extraterritorial Jurisdiction (ETJ) on Finstown Street.(Ashley Lumpkin) 41 - 48

[Agenda Item Report - AIR-20-021 - Pdf](#)

10.F.	Consideration and possible action on a resolution approving the proposed Cottonwood Creek Phase 1 Final Plat, 45.597 acres, more or less, of land, 160 residential lots, located off of CR 199. (Ashley Lumpkin) Agenda Item Report - AIR-20-035 - Pdf (Res)CottonwoodCreekPh1FP(Res)	49 - 61
10.G.	Consideration and possible action to approve the January 2, 2020 City Council meeting minutes. (Stacy Schmitt) Regular City Council - 02 Jan 2020 FINAL	62 - 67
11.	RESOLUTIONS	
11.A.	Consideration and possible action on a resolution authorizing the Interim City Manager to negotiate and execute a Development Agreement by the City of Hutto for the development of the Wilco Ranch Project. (Ashley Lumpkin) Agenda Item Report - AIR-20-015 - Pdf	68 - 115
11.B.	Consideration and possible action on the proposed Wilco Ranch Revised Preliminary Plat, 89.71 acres, more or less, of land, 457 residential lots, located on CR 199 at Limmer Loop. (Ashley Lumpkin) Agenda Item Report - AIR-20-014 - Pdf	116 - 123
11.C.	Consideration and possible action on a resolution authorizing the City Manager to execute a professional services agreement with DCS Engineering, LLC for the design of the Lakeside Estates Lift Station Abandonment Interceptor project for an amount not to exceed \$211,975.00. 2020.01.17 1 Lakeside PSA - Updated	124 - 153
11.D.	Consideration and possible action for an Interlocal Agreement between the City of Hutto, Cottonwood Local Government Corporation, and Preston Hollow Capital LLC affirming City support and commitments under the Multi-Party Development Agreement and Master Development Agreement related to the Sports, Health, and Entertainment District project. (Jessica Geray) 1. Coversheet 2. Draft Resolution City Council Support Interlocal Agreement Interlocal Agreement 4817-6926-0723 v.1	154 - 163
12.	ORDINANCES	
12.A.	Consideration and possible action on the second and final reading of an ordinance approving the proposed Planned Unit Development (PUD) for 411, 421, 431, 441 Ed Schmidt Boulevard, 4.30 acres, more or less, of land, located on Ed Schmidt Boulevard. (Ashley Lumpkin) Agenda Item Report - Pdf Application Emory Farms Commercial PUD (1-9-2020) 411 421 431 441 Ed Schmidt Boulevard(SiteMap) FinalPlat(Recorded) HotelSiteDesign(Example) FIS site floor plan 86 room prototype with board room 411-441EdSchmidtPUD(Ord)Complete (NEEDS ExB-PUD Plan)2nd	164 - 264
12.B.	Consideration of a public hearing and possible action on the first reading of an ordinance regarding the proposed annexation of Wilco Ranch, 89.71 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on Ed Schmidt Blvd. (Ashley Lumpkin) Agenda Item Report - AIR-20-013 - Pdf	265 - 291

13. OTHER BUSINESS

- 13.A. Consideration of and possible appointments to City Boards, Commissions, and Task Force. (Stacy Schmitt) 292 - 326
[Laurie Pruser Stockman - Task Force 2020](#)
[John Klein - P&Z 2020](#)
[Wendell Teltow - Parks Advisory Board 2020](#)
[Brian Thompson - Library Advisory Board 2020](#)
[Timothy Martin - Task Force 2020](#)
[Timothy Martin - Resume March 2019](#)
[Jerica Lawyer - Task Force 2020](#)
- 13.B. Consideration and possible action on a resolution for the appointment of a City Council Member to represent the City of Hutto on the Clean Air Coalition of the Capital Area Council of Governments. (Stacy Schmitt) 327 - 406
[CAC Bylaws Revised 2019-05-08](#)
[2019-2023 Austin-Round Rock-Georgetown MSA Regional Air Quality Plan 201...](#)
- 13.C. Consideration and possible appointments to the Tax Increment Reinvestment Zone (TIRZ) NO. 1 Board (Jessica Geray). 407 - 409
[Agenda Item Report - AIR-20-063 - Pdf](#)
- 13.D. Presentation, consideration and possible action on the Co-Op update. (Bob Wunsch)
- 13.E. Presentation, consideration and possible action to consider possible options for legal services. (Charles Daniels and Stacy Schmitt)

14. 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].

- 14.A. Executive Session, as authorized by Texas Government Code Section 551.071, deliberations regarding Star Ranch litigation.
- 14.B. Executive Session, as authorized by Texas Government Code Section 551.071, deliberations regarding PIA requests.
- 14.C. Executive Session, as authorized by Texas Government Code Section 551.07, deliberations regarding legal expenses.

15. ACTION RELATIVE TO EXECUTIVE SESSION

- 15.A. Consideration and possible action regarding Star Ranch litigation.
- 15.B. Consideration and possible action regarding PIA requests.

16. ADJOURNMENT



Project Lead for Electric Daisy

Jennifer Burrington **Economic Development Specialist**



Jennifer Burrington serves as the Economic Development Specialist. She manages economic development activities including the management of high-profile development, projects and direct recruitment of business prospects at the local, national and international level and prepares and implements policies and programs relative to economic development initiatives. Jennifer received her master's degree in agricultural and applied economics from Texas Tech University. She has half a decade of research and economic development experience and previously served in the office of Texas governor, Greg Abbott.



Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution approving the Titan Innovation Business Park Lot 5 Final Plat, 12.06 acres, more or less, of land, one commercial lot, located on Schneider Boulevard.(Ashley Lumpkin)
Meeting: Regular City Council - 06 Feb 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Summary of Request

The Titan Innovation Business Park Lot 5 Final Plat is one commercial lot, with a total of 12.06 acres of land.

WEST: Titan Innovation Business Park

NORTH: Titan Innovation Business Park

EAST: Emory Farms Subdivision

SOUTH: Schneider Boulevard

Utilities

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

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

None at this time.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, and the plat conforms to the UDC and State Law, staff recommends that the Council approve the Final Plat of the Titan Innovation Business Park Lot 5 to City Council per Section 212.005 of the Texas Local Government Code.

ATTACHMENTS:

[\(Res\)TIBPLot5FP\(Res\)](#)

[TIBP-Lot5FP-Init-Applic\(12-12-19\)](#)

[TIBP-Lot5FP-Init-FinalPlat\(12-12-19\)](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "TITAN INNOVATION BUSINESS PARK LOT 5 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 "Titan Innovation Business Park Lot 5 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **6th** day of the month **February, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Appointed City Secretary



PLAT APPLICATION
(PRELIMINARY-FINAL-SHORT FORM-AMENDED)
Must be accompanied by a
Master Application
May 2019

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

PROJECT NAME: Lot 5 - Innovation Business Park

Number of lots 1 (x \$25 per lot) Total acreage of right-of-way _____ (x \$20 per acre) *(Not applicable to Short Form Plats)*

Total acreage 12.06

Proposed use Industrial

(Check One) ☐ Preliminary Plat ☒ Final Plat ☐ Short Form Final Plat ☐ Amended Plat

UTILITY SERVICES INFORMATION

Electric service provider Oncor Natural gas/propane provider _____

Water service provider City of Hutto Wastewater service provider City of Hutto

Indicate here if the subject property has been approved for: ☐ Private wastewater treatment system or ☐ Septic tank system

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

REQUIRED FOR SUBMITTAL

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

- ☒ Complete Master application and Plat application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Plat drawing size must be at a 1"=100' scale. For smaller parcels use best judgment to ensure scale is legible.
- ☒ (2) 18" x 24" + (2) 11" x 17" + (1) 8 1/2" x 11" paper copies of plat.
- ☒ All submittal documents provided on a CD (disk) or other compatible electronic storage device.
- ☒ Proof of ownership (copy of deed).
- ☐ Written verification from all utility providers that the project is within their service area and the ability to provide services to the development.
- ☒ Copy of proposed/existing deed restrictions, restrictive covenants or other private limitations.
- ☒ Summary letter declaring the intent for parkland dedication or fee-in-lieu of dedication.

ADDITIONAL REQUIREMENTS FOR PRELIMINARY PLAT:

- ☒ Traffic Impact Analysis (TIA), if applicable.
- ☒ Significant trees $\geq 2.5"$ in caliper, height measured to nearest foot and associated root zones shall be shown.
- ☒ Summary letter describing type of street surfacing, drainage and wastewater facilities.

ADDITIONAL REQUIREMENTS FOR FINAL PLAT:

- ☐ Copy of approved preliminary plat.
- ☐ Traffic Impact Analysis (TIA), if applicable.
- ☐ Written approval of all street names from Williamson County 9-I-I Addressing.
- ☐ Copy of drainage study.

ONE OF THE FOLLOWING REQUIRED:

- ☐ Written statement, with professional engineer signature and seal required, that schematic plans and preliminary drainage calculation were submitted with the preliminary plat and no changes have occurred; **OR**
- ☐ New schematic plans and outline specifications for water, wastewater, paving, and drainage plus calculations for drainage; **OR**
- ☐ Construction plans and specifications for water, wastewater, paving, and drainage prepared by a registered professional engineer; **OR**
- ☐ Copy of utility plan.

ADDITIONAL REQUIREMENTS FOR SHORT FORM

- ☐ Copy of approved preliminary plat, if applicable.

ADDITIONAL REQUIREMENTS FOR AMENDED PLAT

- ☐ Copy of recorded final plat being amended.

WAIVER OF RIGHTS ACKNOWLEDGEMENT

- ☐ CHECK HERE IF APPLICANT or AUTHORIZED AGENT WAIVES PROVISIONS OF TLGC §212.009(b). CHECKING THIS BOX ALLOWS THE APPLICATION TO REMAIN UNDER ACTIVE REVIEW WITHOUT REQUIRING A FORMAL WRITTEN REQUEST TO WAIVE SAID PROVISIONS IN THE EVENT THE APPLICANT CAN NOT ADDRESS ALL CITY REVIEW COMMENTS PRIOR TO 10 DAYS BEFORE A SCHEDULED MEETING, ACCORDING TO THE POSTED SUBMITTAL SCHEDULE, FOR COMMISSION(S) AND/OR CITY COUNCIL. THE ALTERNATIVE IS THE APPLICATION PROCEEDS TO COMMISSION(S) AND/OR CITY COUNCIL WITH A STAFF RECOMMENDATION OF DISAPPROVAL.

FOR DEPARTMENT USE ONLY:

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



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Lot 5 - Innovation Business Park APPLICATION TYPE: _____

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

Name: Jason Link, P.E.

Company Name: KFW Engineers

Address: 3421 Paesanos Parkway, Suite 200, San Antonio, Texas 78231

Phone: 210-979-8444 Email: jlink@kfwengineers.com

PROPERTY INFORMATION

Address: 550 Schneider Blvd., Hutto, TX 78634

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

Deed Reference: Volume _____ Page(s) _____ or Document No. 2018021388

City Limits or ETJ: City Current Zoning District: Tax Parcel R020946

PROPERTY OWNER INFORMATION

Name: Kevin L. Reid

Company Name: Titan Development

Address: 9601 McAllister Freeway, Suite 1120, San Antonio, Texas

Phone: _____ Email: eguerrero@titan-development.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

[Signature]
Property Owner Signature

KEVIN L. REID
Property Owner Printed Name

1-9-19
Date

THE STATE OF TEXAS

COUNTY OF Bexar

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

Given under my hand and seal of office this 9th day of December, 20 19 A.D.

[Signature]
Notary Public Signature

Rachael Theriot
Notary Public Printed Name



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

PLAT APPLICATION

REVIEW CRITERIA

- ☒ The subdivision does not "cut away" a non-conforming use from an adjacent lot to increase its lifespan.
- ☒ The subdivision is compatible with existing and permitted land uses in the surrounding area.
- ☒ The subdivision preserves and/or enhances the character of Hutto.
- ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY / FINAL / SHORT FORM PLATS:**
- ☒ The newly created parcels will meet minimum lot size standards and minimum access standards.
- ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY / FINAL PLATS:**
- ☒ A preliminary plat and final plat may not be submitted simultaneously.
- ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY PLATS:**
- ☐ Subdivision improvements plans may not be submitted without an approved preliminary plat.
- ADDITIONAL REVIEW CRITERIA FOR FINAL PLATS:**
- ☐ Subdivision improvements plans may be submitted concurrently, but not without, a final plat.
- ADDITIONAL REVIEW CRITERIA FOR SHORT FORM PLATS:**
- ☐ New streets are not required.
- ☐ Off-site improvements are not required.
- ☐ Drainage improvements are not required.
- ☐ A preliminary plat is not required for a short form plat.
- ADDITIONAL REVIEW CRITERIA FOR AMENDED PLATS:**
- ☐ New lots will not be created.
- ☐ Resulting lots meet the required minimum lot size and lot width of the underlying zoning district. If existing plat is non-conforming, amending the plat shall not increase non-conformity.
- ☐ It shall not create a non-conforming setback for any existing buildings.
- ☐ Access, drainage, utility easements or right-of way serving the property or other properties in the area will not be adversely affected.
- ☐ Covenants and deed restrictions applied to the original plat convey to the amended plat. This shall be noted on the plat.
- ☐ "Quitclaiming" land to an adjacent property owner without approval by formal subdivision review is prohibited.

PLAT CONTENT REQUIREMENTS

- ☒ Proposed name of development. Cannot be the same as any other subdivision within Williamson County.
- ☒ Name and contact information of developer, owner of record, and authorized agent (engineer, consultant, etc).
- ☒ Location map drawn at a scale of 1" = 2,000' showing the area within a one mile radius of site.
- ☒ Date, scale, north indicator, and page numbers on each page.
- ☒ Total number of blocks and lots, and label each lot number and all blocks.
- ☒ Acreage of total site, lots and right-of-way.
- ☒ Dimensions for front, side and rear lot lines, identify building setback lines as dashed lines or as plat note.
- ☒ Identify adjacent city limit, ETJ or County line.
- ☒ Owner's name, deed or plat reference and property lines of all adjacent properties.
- ☒ Surveyor: signature and seal.
- ☒ Engineer: signature and seal.
- ☒ Show all appropriate signature blocks: owner(s), lien holders, etc.
- ☒ Location, bearings, dimensions, and widths of all proposed/existing/dedicated streets, alleys, railroads or easements.
- ☒ Locations, dimensions, names and descriptions of all existing/proposed streets, alleys, parks, open space, blocks, lots, reservations, easements and right-of way.
- ☒ Locations, dimensions and holders of all existing/proposed easements, right-of-way and utilities within, intersecting or contiguous with the subdivision.
- ☐ Survey ties across existing right-of-way.
- ADDITIONAL CONTENT REQUIREMENTS FOR PRELIMINARY PLATS:**
- ☒ Topography lines at the following intervals: slope < 5% use 1' intervals; slope = 5% to 10% use 2' intervals; slope > 10% use 5' intervals.
- ☒ Location of existing hydrologic and topographic features.
- ☒ Label proposed and existing arterial and collector streets – show right-of-way
- ☒ Location of areas subject to flooding, especially in the 100-yr flood plain, shown as drainage easement.
- ADDITIONAL CONTENT REQUIREMENTS FOR PRELIMINARY / FINAL PLATS:**
- ☒ Street names and linear feet of new of new streets.
- ☒ Location of centerline in watercourses, creeks and drainage structures.
- ☒ Summary letter describing type of street surfacing, drainage and wastewater facilities.
- ☐ Copy of completed LOMA/CLOMAR/LOMAR as required.

PLAT APPLICATION

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL PLATS:

- ☐ Dedication of all streets, alleys, parks, easements and other land intended for public use, signed by the owner(s) and by all other persons, firms or corporations owning an interest in the property (notarized).
- ☐ Show regulatory 100-year floodplain as per FEMA, use FEMA panel reference on plan and dedicate as drainage easement.

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL / SHORT FORM PLATS:

- ☒ Location of sidewalks for each street, shown as dotted line inside the proposed right-of-way lines or by plat note.

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL / SHORT FORM / AMENDED PLATS:

- ☐ Label usage of all lots within the subdivision if not intended to be for single-family use.
- ☒ Complete curve data (delta, arc length, radius, tangent, point of curve, point of reverse curve, point of tangent, long chord with bearing) between all lot corner pins.
- ☒ Bearings and distances of the land being subdivided.
- ☐ For ETJ plats: Signature on plat of the Williamson County and Cities Health District for projects utilizing individual on-site wastewater (septic) systems.

REQUIRED PLAT NOTES (AS THEY APPLY)

- ☒ No building, fencing, landscaping or structures are allowed within any drainage easement unless expressly permitted by the City of Hutto.
- ☒ Building setback lines shall conform to UDC requirements.
- ☒ A 5' P.U.E. is hereby dedicated along and adjacent to all street side property lines.
- ☒ A 5' P.U.E. is hereby dedicated on each side of all rear lot lines.
- ☒ A 3' P.U.E. is hereby dedicated on each side of all interior side lot lines.
- ☐ No lot in this subdivision shall be occupied until connection is made to public water and wastewater utilities.
- ☒ Street lighting shall be provided by the developer in conformance with the UDC requirements.
- ☒ Sidewalks shall be constructed on both sides of all streets within and bounding this subdivision.
- ☒ Water and wastewater service for this subdivision will be available through the City of Hutto after the appropriate water and wastewater system improvements are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
- ☒ 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 $\frac{1}{2}$ " per foot for a distance of at least 10 feet.
- ☐ Utility providers for this development are:
 - Water: _____
 - Wastewater: _____
 - Electric: _____
 - Gas (Natural or Propane): _____
- ☒ There are /are no (select one) areas within the boundaries of this subdivision in the 100-year floodplain as defined by FIRM Map Number 515, effective date of September 26, 2008.
- ☒ Amenity, open space and greenlink lots will be owned and maintained by the Homeowners Association.
- ☐ Greenlink lots shall be developed in conformance with the UDC.
- ☐ This subdivision will be zoned: _____.

ADDITIONAL NOTES FOR RESIDENTIAL PLATS:

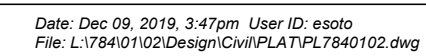
- ☐ All lots in this subdivision are restricted to single family residential use, unless otherwise indicated.
- ☐ The maximum impervious coverage per residential lot is ____%.

ADDITIONAL NOTES FOR COMMERCIAL PLATS:

- ☐ The maximum impervious coverage per non-residential lot is ____%.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled public meeting date (Preliminary Plat).
- ☐ Staff review, comments issued, applicant submits update addressing all comments (step may repeat).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.
- ☐ Documents are to be recorded with the Williamson County Clerk, fees may apply. (not Preliminary Plats).



INNOVATION BUSINESS PARK - LOT 5

BEING A TOTAL OF 12.06 ACRE TRACT OF LAND OUT OF A 35.272 ACRE TRACT OF LAND RECORDED IN VOLUME 539, PAGE 461 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS OUT OF THE MARTIN STROUSE SURVEY, ABSTRACT 587, IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS. ESTABLISHING LOT 5.



STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, JASON R. LINK, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAN ANTONIO, BEXAR COUNTY, TEXAS, THIS _____ DAY OF _____, 2019

JASON R. LINK
LICENSED PROFESSIONAL ENGINEER NO. 106138
KFW ENGINEERS, LLC
3421 PAESANOS PKWY, SUITE 200
SAN ANTONIO, TX 78231
PHONE: 210-979-8444
FAX: 210-979-8441

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, _____, REGISTERED PUBLIC SURVEYOR (ENGINEER), NO. _____, 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 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 (CITY), (COUNTY), TEXAS, THIS ____ DAY OF _____, 2019

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543
KFW SURVEYING, LLC
3421 PAESANOS PKWY, SUITE 101
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-8441

- GENERAL NOTES:
- 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 FIVE (5) 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) A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
 - 6) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
 - 7) SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
 - 8) SIDEWALKS AND TRESS SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
 - 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 CCH
 - i. WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - 12) FLOODPLAIN NOTES:
 - a. ULTIMATE FLOODPLAIN
 - i. "NO PORTION OF THIS TRACT IS ENCLOSED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN."
 - ii. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
 - b. EXISTING FLOODPLAIN
 - i. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 515, 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" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
 - 14) ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
 - 15) OFF-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. THE POND WILL BE BUILT BY THE CITY.
 - 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.

CITY MAYOR AND CITY SECRETARY SIGNATURES:

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE _____ DAY OF _____, 2019

DOUG GAUL, MAYOR DATE LISA BROWN, CITY SECRETARY DATE

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, KEVIN L. REID, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. _____ (OR VOLUME AND PAGE) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (AND DO HEREBY STATE THAT THERE ARE NO LIEV HOLDERS OF THE CERTAIN TRACT OF LAND), AND DO HEREBY (SUBDIVIDE, RESUBDIVIDE, AMEND, ETC.) SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO 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 (SUBDIVISION NAME).

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

OWNER / DEVELOPER:
KEVIN L. REID
TITAN DEVELOPMENT
9601 McALLISTER FREEWAY, SUITE 1120
SAN ANTONIO, TEXAS

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED (OWNER), 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 ON: _____

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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 _____, 2019 A.D., AT _____ O'CLOCK ____ M. AND DULY RECORDED THIS DAY OF _____, 2019, A.D., AT _____ O'CLOCK ____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO. _____, TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS
BY: _____, DEPUTY

Received 12/12/19



Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution approving the Titan Innovation Business Park Lot 6 and 7 Preliminary Plat, 15.164 acres, more or less, of land, two commercial lots, located on New Technology Boulevard. (Ashley Lumpkin)
Meeting: Regular City Council - 06 Feb 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Summary of Request

The Titan Innovation Business Park Lot 6 and 7 Preliminary Plat includes two commercial lots at the northeast end of New Technology Boulevard, north of Schneider Boulevard. These are the last two development lots within Innovation Business Park. A proposed Final Plat of these two lots is also on this agenda.

The proposed subdivision conforms to the development agreement that was approved in 2017 and the Unified Development Code.

WEST: Innovation Business park/existing light industrial and New Technology Blvd. right-of-way

NORTH: Agricultural land with an existing residence (ETJ with a Development Agreement in Lieu of Annexation)

EAST: Emory Farms Subdivision

SOUTH: Innovation Business park/existing light industrial

Utilities

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

Public Response

Staff received one response in opposition.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

None at this time.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, and the plat conforms to the UDC, Development Agreement and State Law, staff recommends that the Council approve the Preliminary Plat of the Titan Innovation Business Park Lot 6 and 7 to City Council per Section 212.005 of the Texas Local Government Code.

ATTACHMENTS:

[\(Res\)TIBPLot6-7Prelim\(Res\)](#)

[TIBPLots6-7Prelim-Init-Applic\(12-12-19\)](#)

[Titan Innovation Business Park Lot 6 and 7 Preliminary Plat](#)

[PH Response](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "TITAN INNOVATION BUSINESS PARK LOT 6 AND 7 PRELIMINARY 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 "Titan Innovation Business Park Lot 6 and 7 Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **6th** day of the month **February, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Appointed City Secretary



PLAT APPLICATION
(PRELIMINARY-FINAL-SHORT FORM-AMENDED)
Must be accompanied by a
Master Application
May 2019

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

PROJECT NAME: Innovation Business Park - Lot 6 and 7

Number of lots 2 (x \$25 per lot) Total acreage of right-of-way N/A (x \$20 per acre) *(Not applicable to Short Form Plats)*

Total acreage 15.164 Proposed use Industrial Park

(Check One) ☒ Preliminary Plat ☐ Final Plat ☐ Short Form Final Plat ☐ Amended Plat

UTILITY SERVICES INFORMATION

Electric service provider Oncor Natural gas/propane provider _____

Water service provider City of Hutto Wastewater service provider City of Hutto

Indicate here if the subject property has been approved for: ☐ Private wastewater treatment system or ☐ Septic tank system

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

REQUIRED FOR SUBMITTAL

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

- ☒ Complete Master application and Plat application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Plat drawing size must be at a 1"=100' scale. For smaller parcels use best judgment to ensure scale is legible.
- ☒ (2) 18" x 24" + (2) 11" x 17" + (1) 8 1/2" x 11" paper copies of plat.
- ☒ All submittal documents provided on a CD (disk) or other compatible electronic storage device.
- ☒ Proof of ownership (copy of deed).
- ☐ Written verification from all utility providers that the project is within their service area and the ability to provide services to the development.
- ☒ Copy of proposed/existing deed restrictions, restrictive covenants or other private limitations.
- ☒ Summary letter declaring the intent for parkland dedication or fee-in-lieu of dedication.

ADDITIONAL REQUIREMENTS FOR PRELIMINARY PLAT:

- ☒ Traffic Impact Analysis (TIA), if applicable.
- ☒ Significant trees ≥ 2.5" in caliper, height measured to nearest foot and associated root zones shall be shown.
- ☒ Summary letter describing type of street surfacing, drainage and wastewater facilities.

ADDITIONAL REQUIREMENTS FOR FINAL PLAT:

- ☐ Copy of approved preliminary plat.
- ☐ Traffic Impact Analysis (TIA), if applicable.
- ☐ Written approval of all street names from Williamson County 9-I-I Addressing.
- ☐ Copy of drainage study.

ONE OF THE FOLLOWING REQUIRED:

- o Written statement, with professional engineer signature and seal required, that schematic plans and preliminary drainage calculation were submitted with the preliminary plat and no changes have occurred; **OR**
- o New schematic plans and outline specifications for water, wastewater, paving, and drainage plus calculations for drainage; **OR**
- o Construction plans and specifications for water, wastewater, paving, and drainage prepared by a registered professional engineer; **OR**
- o Copy of utility plan.

ADDITIONAL REQUIREMENTS FOR SHORT FORM

- ☐ Copy of approved preliminary plat, if applicable.

ADDITIONAL REQUIREMENTS FOR AMENDED PLAT

- ☐ Copy of recorded final plat being amended.

WAIVER OF RIGHTS ACKNOWLEDGEMENT

- ☐ CHECK HERE IF APPLICANT or AUTHORIZED AGENT WAIVES PROVISIONS OF TLGC §212.009(b). CHECKING THIS BOX ALLOWS THE APPLICATION TO REMAIN UNDER ACTIVE REVIEW WITHOUT REQUIRING A FORMAL WRITTEN REQUEST TO WAIVE SAID PROVISIONS IN THE EVENT THE APPLICANT CAN NOT ADDRESS ALL CITY REVIEW COMMENTS PRIOR TO 10 DAYS BEFORE A SCHEDULED MEETING, ACCORDING TO THE POSTED SUBMITTAL SCHEDULE, FOR COMMISSION(S) AND/OR CITY COUNCIL. THE ALTERNATIVE IS THE APPLICATION PROCEEDS TO COMMISSION(S) AND/OR CITY COUNCIL WITH A STAFF RECOMMENDATION OF DISAPPROVAL.

FOR DEPARTMENT USE ONLY:

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



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Innovation Business Park - Lot 6 and 7 APPLICATION TYPE _____

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

Name: Jason Link, P.E.

Company Name: KFW Engineers

Address: 3421 Paesanos Parkway, Suite 200, San Antonio, Texas 78231

Phone: 210-979-8444 Email: jlink@kfwengineers.com

PROPERTY INFORMATION

Address: _____

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

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

City Limits or ETJ: _____ Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: Kevin L. Reid

Company Name: Titan Development

Address: 9601 McAllister Freeway, Suite 1120, San Antonio, Texas

Phone: _____ Email: eguerrero@titan-development.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

[Signature]
Property Owner Signature

KEVIN L. REID
Property Owner Printed Name

1-9-19
Date

THE STATE OF TEXAS

COUNTY OF Bexar

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

Given under my hand and seal of office this 9th day of December, 20 19 A.D.

[Signature]
Notary Public Signature

Rachael Theriot
Notary Public Printed Name



(Seal)

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

PLAT APPLICATION

REVIEW CRITERIA

- ☒ The subdivision does not “cut away” a non-conforming use from an adjacent lot to increase its lifespan.
- ☒ The subdivision is compatible with existing and permitted land uses in the surrounding area.
- ☒ The subdivision preserves and/or enhances the character of Hutto.
- ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY / FINAL / SHORT FORM PLATS:**
- ☒ The newly created parcels will meet minimum lot size standards and minimum access standards.
- ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY / FINAL PLATS:**
- ☒ A preliminary plat and final plat may not be submitted simultaneously.
- ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY PLATS:**
- ☐ Subdivision improvements plans may not be submitted without an approved preliminary plat.
- ADDITIONAL REVIEW CRITERIA FOR FINAL PLATS:**
- ☐ Subdivision improvements plans may be submitted concurrently, but not without, a final plat.
- ADDITIONAL REVIEW CRITERIA FOR SHORT FORM PLATS:**
- ☐ New streets are not required.
- ☐ Off-site improvements are not required.
- ☐ Drainage improvements are not required.
- ☐ A preliminary plat is not required for a short form plat.
- ADDITIONAL REVIEW CRITERIA FOR AMENDED PLATS:**
- ☐ New lots will not be created.
- ☐ Resulting lots meet the required minimum lot size and lot width of the underlying zoning district. If existing plat is non-conforming, amending the plat shall not increase non-conformity.
- ☐ It shall not create a non-conforming setback for any existing buildings.
- ☐ Access, drainage, utility easements or right-of way serving the property or other properties in the area will not be adversely affected.
- ☐ Covenants and deed restrictions applied to the original plat convey to the amended plat. This shall be noted on the plat.
- ☐ “Quitclaiming” land to an adjacent property owner without approval by formal subdivision review is prohibited.

PLAT CONTENT REQUIREMENTS

- ☒ Proposed name of development. Cannot be the same as any other subdivision within Williamson County.
- ☒ Name and contact information of developer, owner of record, and authorized agent (engineer, consultant, etc).
- ☒ Location map drawn at a scale of 1" = 2,000' showing the area within a one mile radius of site.
- ☒ Date, scale, north indicator, and page numbers on each page.
- ☒ Total number of blocks and lots, and label each lot number and all blocks.
- ☒ Acreage of total site, lots and right-of-way.
- ☒ Dimensions for front, side and rear lot lines, identify building setback lines as dashed lines or as plat note.
- ☒ Identify adjacent city limit, ETJ or County line.
- ☒ Owner's name, deed or plat reference and property lines of all adjacent properties.
- ☒ Surveyor: signature and seal.
- ☒ Engineer: signature and seal.
- ☒ Show all appropriate signature blocks: owner(s), lien holders, etc.
- ☒ Location, bearings, dimensions, and widths of all proposed/existing/dedicated streets, alleys, railroads or easements.
- ☒ Locations, dimensions, names and descriptions of all existing/proposed streets, alleys, parks, open space, blocks, lots, reservations, easements and right-of way.
- ☒ Locations, dimensions and holders of all existing/proposed easements, right-of-way and utilities within, intersecting or contiguous with the subdivision.
- ☐ Survey ties across existing right-of-way.
- ADDITIONAL CONTENT REQUIREMENTS FOR PRELIMINARY PLATS:**
- ☒ Topography lines at the following intervals: slope < 5% use 1' intervals; slope = 5% to 10% use 2' intervals; slope > 10% use 5' intervals.
- ☒ Location of existing hydrologic and topographic features.
- ☒ Label proposed and existing arterial and collector streets – show right-of-way
- ☒ Location of areas subject to flooding, especially in the 100-yr flood plain, shown as drainage easement.
- ADDITIONAL CONTENT REQUIREMENTS FOR PRELIMINARY / FINAL PLATS:**
- ☒ Street names and linear feet of new of new streets.
- ☒ Location of centerline in watercourses, creeks and drainage structures.
- ☒ Summary letter describing type of street surfacing, drainage and wastewater facilities.
- ☐ Copy of completed LOMA/CLOMAR/LOMAR as required.

PLAT APPLICATION

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL PLATS:

- ☐ Dedication of all streets, alleys, parks, easements and other land intended for public use, signed by the owner(s) and by all other persons, firms or corporations owning an interest in the property (notarized).
- ☐ Show regulatory 100-year floodplain as per FEMA, use FEMA panel reference on plan and dedicate as drainage easement.

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL / SHORT FORM PLATS:

- ☒ Location of sidewalks for each street, shown as dotted line inside the proposed right-of-way lines or by plat note.

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL / SHORT FORM / AMENDED PLATS:

- ☐ Label usage of all lots within the subdivision if not intended to be for single-family use.
- ☐ Complete curve data (delta, arc length, radius, tangent, point of curve, point of reverse curve, point of tangent, long chord with bearing) between all lot corner pins.
- ☐ Bearings and distances of the land being subdivided.
- ☐ For ETJ plats: Signature on plat of the Williamson County and Cities Health District for projects utilizing individual on-site wastewater (septic) systems.

REQUIRED PLAT NOTES (AS THEY APPLY)

- ☒ No building, fencing, landscaping or structures are allowed within any drainage easement unless expressly permitted by the City of Hutto.
- ☒ Building setback lines shall conform to UDC requirements.
- ☒ A 5' P.U.E. is hereby dedicated along and adjacent to all street side property lines.
- ☒ A 5' P.U.E. is hereby dedicated on each side of all rear lot lines.
- ☒ A 3' P.U.E. is hereby dedicated on each side of all interior side lot lines.
- ☒ No lot in this subdivision shall be occupied until connection is made to public water and wastewater utilities.
- ☒ Street lighting shall be provided by the developer in conformance with the UDC requirements.
- ☒ Sidewalks shall be constructed on both sides of all streets within and bounding this subdivision.
- ☒ Water and wastewater service for this subdivision will be available through the City of Hutto after the appropriate water and wastewater system improvements are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
- ☒ 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 $\frac{1}{2}$ " per foot for a distance of at least 10 feet.
- ☐ Utility providers for this development are:
 - Water: _____
 - Wastewater: _____
 - Electric: _____
 - Gas (Natural or Propane): _____
- ☒ There are /are no (select one) areas within the boundaries of this subdivision in the 100-year floodplain as defined by FIRM Map Number 515, effective date of September 26, 2008.
- ☒ Amenity, open space and greenlink lots will be owned and maintained by the Homeowners Association.
- ☐ Greenlink lots shall be developed in conformance with the UDC.
- ☐ This subdivision will be zoned: _____.

ADDITIONAL NOTES FOR RESIDENTIAL PLATS:

- ☐ All lots in this subdivision are restricted to single family residential use, unless otherwise indicated.
- ☐ The maximum impervious coverage per residential lot is ____%.

ADDITIONAL NOTES FOR COMMERCIAL PLATS:

- ☐ The maximum impervious coverage per non-residential lot is ____%.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled public meeting date (Preliminary Plat).
- ☐ Staff review, comments issued, applicant submits update addressing all comments (step may repeat).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.
- ☐ Documents are to be recorded with the Williamson County Clerk, fees may apply. (not Preliminary Plats).

GENERAL NOTES:

- 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 SETBACK LINES SHALL CONFORM TO JDC AND AMENDMENTS.
- 3) A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
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- 5) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- 6) SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
- 7) UTILITY NOTES:
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- 12) FLOODPLAIN NOTES:
 - a. ULTIMATE FLOODPLAIN
 - i. "NO PORTION OF THIS TRACT IS ENCRACED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN."
 - ii. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
 - b. EXISTING FLOODPLAIN
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- 13) IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL

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 - 17) ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.

SURVEYOR NOTES:

1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM (NAD) OF 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00012.
4. ADJOINERS SHOWN HEREON ARE PER CURRENT WILLIAMSON COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

DESCRIPTION FOR
A 15.164 ACRE TRACT
LOT 6 AND LOT 7

A 15.164 ACRE TRACT, BEING OUT OF THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMAINDER OF THAT CALLED 35.272 ACRE TRACT OF LAND AS CONVEYED TO TITAN INNOVATION BUSINESS PARK LLC, AND AS RECORDED IN DOCUMENT NO. 2018021388 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.), SAID 15.164 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CALCULATED POINT FOR THE NORTHEAST CORNER OF THE REMAINDER OF SAID 35.272 ACRE TRACT, THE SOUTHEAST CORNER OF THE REMAINDER OF THAT CALLED 106.66 ACRE TRACT OF LAND AS CONVEYED TO ROBERTO MALDONADO AND WIFE MARY ANN MALDONADO AND AS RECORDED IN VOLUME 2587, PAGE 919 IN THE O.P.R., AND IN THE WESTERLY LINE OF SAID LOT 58, BLOCK F, EMORY FARMS SECTION THREE, A PLAT OF RECORD AS RECORDED IN DOCUMENT NUMBER 2010050738 IN THE O.P.R. FOR THE NORTHEAST CORNER OF LOT 6 AND THE TRACT DESCRIBED HEREIN, AND FROM WHICH POINT A BENT 1/4" IRON ROD BEARS N 40°37'06" W, A DISTANCE OF 2.26 FEET:

THENCE: S 07°27'14" W, ALONG AND WITH THE WESTERLY LINE OF SAID LOT 58 AND THE EASTERLY LINE OF THE REMAINDER OF SAID 35.272 ACRE TRACT, A DISTANCE OF 599.29 FEET TO A 1/4" IRON ROD WITH PLASTIC CAP STAMPED KFW SURVEYING (HEREINAFTER REFERRED TO AS SET KFW, SET FOR THE SOUTHEAST CORNER OF LOT 6 AND THE TRACT DESCRIBED HEREIN;

THENCE: N 82°14'56" W, OVER AND ACROSS THE REMAINDER OF SAID 35.272 ACRE TRACT, A DISTANCE OF 599.25 FEET TO A SET KFW FOR THE SOUTHWEST CORNER OF LOT 6;

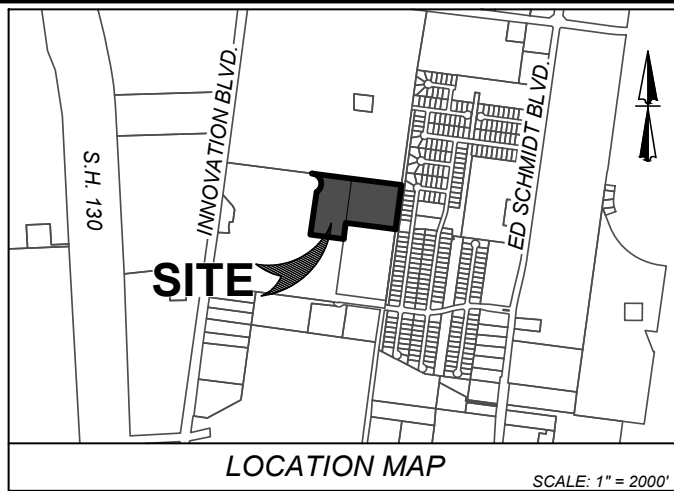
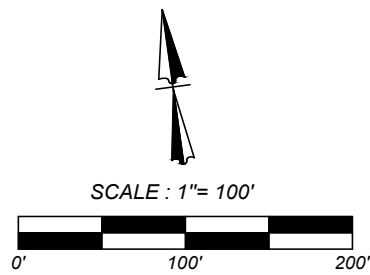
THENCE: S 07°45'04" W, INTO AND ACROSS THE REMAINDER OF SAID 35.272 ACRE TRACT, A DISTANCE OF 142.36 FEET TO A SET KFW FOR THE NORTHEAST CORNER OF LOT 1 OF TITAN INNOVATION BUSINESS PARK, UNIT 1, A PLAT OF RECORD AS RECORDED IN DOCUMENT NUMBER 2018006109 IN THE O.P.R. FOR THE SOUTHWEST CORNER OF LOT 1;

THENCE: N 82°14'56" W, ALONG AND WITH THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 480.03 FEET TO A SET KFW IN THE EASTERLY RIGHT-OF-WAY LINE OF NEW TECHNOLOGY BOULEVARD (60' WIDE R.O.W.) FOR THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF LOT 7 AND THE TRACT DESCRIBED HEREIN;

THENCE: ALONG AND WITH THE EASTERLY RIGHT-OF-WAY LINE OF NEW TECHNOLOGY BOULEVARD, THE FOLLOWING THREE (3) COURSES:

1. N 07°44'54" E, A DISTANCE OF 542.91 FEET TO A SET KFW FOR THE BEGINNING OF A CURVE;
2. ALONG AND WITH THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 81°55'39", AN ARC LENGTH OF 10.81 FEET, AND A CHORD BEARING OF N 38°42'44" E AND CHORD LENGTH OF 10.29 FEET TO A SET KFW FOR THE POINT OF REVERSE CURVATURE;
3. ALONG AND WITH THE ARC OF SAID REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 152°13'25", AN ARC LENGTH OF 199.26 FEET, AND A CHORD BEARING OF N 06°26'10" W AND CHORD LENGTH OF 145.61 FEET TO A 1/4" IRON ROD WITH CAP STAMPED KFW SURVEYING FOUND FOR THE CLIP OF THE CURVE IN THE SOUTHERLY LINE OF THE REMAINDER OF SAID 106.66 ACRE TRACT, AND FOR THE NORTHWEST CORNER OF LOT 6 AND THE TRACT DESCRIBED HEREIN;

THENCE: S 82°32'43" E, ALONG AND WITH THE SOUTHERLY LINE OF THE REMAINDER OF SAID 106.66 ACRE TRACT, THE NORTHERLY LINE OF THE REMAINDER OF SAID 35.272 ACRE TRACT, A DISTANCE OF 1106.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.164 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING DESCRIBED IN ACCORDANCE WITH A SURVEY PREPARED BY KFW SURVEYING. BEARINGS ARE BASED ON NAD83 TEXAS STATE PLANE CENTRAL ZONE.



TITAN INNOVATION BUSINESS
PARK UNIT 6 AND 7 - REVISED

BEING A TOTAL OF 15.164 ACRE TRACT OF LAND OUT OF A 35.272 ACRE TRACT OF LAND RECORDED IN VOLUME 539, PAGE 461 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS OUT OF THE MARTIN STROUSE SURVEY, ABSTRACT 587, IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, ESTABLISHING LOT 6 AND 7.

OWNER:
KEVIN L. REID
TITAN DEVELOPMENT
9601 McALLISTER FREEWAY, SUITE 1120
SAN ANTONIO, TEXAS

KFW
ENGINEERS + SURVEYING
3421 Paesanos Pkwy, Suite 200, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOWN ALL MEN BY THESE PRESENTS:

I, KEVIN L. REID, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018021388 (OR VOLUME AND PAGE) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND), AND DO HEREBY (SUBDIVIDE, RESUBDIVIDE, AMEND, ETC.) SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO 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 (SUBDIVISION NAME).

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 2020

OWNER / DEVELOPER:
KEVIN L. REID
TITAN DEVELOPMENT
9601 McALLISTER FREEWAY, SUITE 1120
SAN ANTONIO, TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOWN ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED (OWNER), 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 _____, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOWN ALL MEN BY THESE PRESENTS:

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 _____, 2020 A.D. AT ____ O'CLOCK ____ M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO. ____ TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF
WILLIAMSON COUNTY, TEXAS
BY: _____, DEPUTY

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOWN ALL MEN BY THESE PRESENTS:

I, JASON R. LINK, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAN ANTONIO, BEXAR COUNTY, TEXAS, THIS ____ DAY OF _____, 2020

JASON R. LINK
LICENSED PROFESSIONAL ENGINEER NO. 106138
KFW ENGINEERS, LLC
3421 PAESANOS PKWY, SUITE 200
SAN ANTONIO, TX 78231
PHONE: 210-979-8444
FAX: 210-979-8441

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOWN ALL MEN BY THESE PRESENTS:

I, TIM C. PAPPAS, REGISTERED PUBLIC SURVEYOR (ENGINEER), NO. 5543, 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 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 (CITY), (COUNTY), TEXAS, THIS ____ DAY OF _____, 2020

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543
KFW SURVEYING, LLC
3421 PAESANOS PKWY, SUITE 101
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-8441

Curve Table				
Curve #	LENGTH	RADIUS	DELTA	CHORD BRG
C1	199.26'	75.00'	152°13'25"	N06°26'10"W
C2	10.81'	10.00'	061°55'39"	N38°42'44"E
C3	129.71'	75.00'	099°05'34"	N20°07'46"E
C4	69.55'	75.00'	053°07'52"	N55°58'56"W

CITY MAYOR AND CITY SECRETARY SIGNATURES:

THIS PLAT WAS APPROVED BY THE HUTTO CITY COUNCIL ON THE ____ DAY OF _____, 2020

DOUG GAUL, MAYOR DATE _____ LACIE HALE, CITY SECRETARY DATE _____

From: [Michael Washburn](#)
To: [Planning](#)
Subject: Titan Innovation Business Park lot 6 and 7 Preliminary Plat
Date: Thursday, December 26, 2019 2:49:21 PM

Case name: Titan Innovation Business Park lot 6 and 7 Preliminary Plat
Public Hearing Date: January 7, 2020 7:00 PM CST
Name: Michael Washburn
Address: 1014 South Pasture, Hutto, TX, 78634
Vote: **I OBJECT**

--

Thank you,

Michael Washburn

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution approving the Titan Innovation Business Park Lot 6 and 7 Final Plat, 15.164 acres, more or less, of land, two commercial lots, located on New Technology Boulevard. (Ashley Lumpkin)
Meeting: Regular City Council - 06 Feb 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Summary of Request

The Titan Innovation Business Park Lot 6 and 7 Final Plat includes two non-residential lots at the north end of New Technology Boulevard, north of Schneider Boulevard. These are the last two development lots within Innovation Business Park.

The proposed subdivision conforms to the development agreement that was approved in 2017 and the Unified Development Code.

WEST: Innovation Business park/existing light industrial and New Technology Blvd. right-of-way

NORTH: Agricultural land with an existing residence (ETJ with a Development Agreement in Lieu of Annexation)

EAST: Emory Farms Subdivision

SOUTH: Innovation Business park/existing light industrial

Utilities

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

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, and the plat conforms to the UDC, the Development Agreement and State Law, staff recommends that the Council approve the Final Plat of the Titan Innovation Business Park Lot 6 and 7 to City Council per Section 212.005 of the Texas Local Government Code.

ATTACHMENTS:

[\(Res\)TIBPLot6-7FP\(Res\)](#)
[TIBPLots6-7FP-Init-Applic\(12-12-19\)](#)

[TIBPLots6-7FP-Init-FinalPlat\(12-12-19\)](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "TITAN INNOVATION BUSINESS PARK LOT 6 AND 7 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 "Titan Innovation Business Park Lot 6 and 7 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **6th** day of the month **February, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Appointed City Secretary



PLAT APPLICATION
(PRELIMINARY-FINAL-SHORT FORM-AMENDED)
Must be accompanied by a
Master Application
May 2019

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

PROJECT NAME: Innovation Business Park - Lot 6 and 7

Number of lots 2 (x \$25 per lot) Total acreage of right-of-way N/A (x \$20 per acre) (Not applicable to Short Form Plats)

Total acreage 15.164

Proposed use Industrial Park

(Check One) ☐ Preliminary Plat ☒ Final Plat ☐ Short Form Final Plat ☐ Amended Plat

UTILITY SERVICES INFORMATION

Electric service provider Oncor Natural gas/propane provider _____

Water service provider City of Hutto Wastewater service provider City of Hutto

Indicate here if the subject property has been approved for: ☐ Private wastewater treatment system or ☐ Septic tank system

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

REQUIRED FOR SUBMITTAL

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

- ☒ Complete Master application and Plat application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Plat drawing size must be at a 1"=100' scale. For smaller parcels use best judgment to ensure scale is legible.
- ☒ (2) 18" x 24" + (2) 11" x 17" + (1) 8 1/2" x 11" paper copies of plat.
- ☒ All submittal documents provided on a CD (disk) or other compatible electronic storage device.
- ☒ Proof of ownership (copy of deed).
- ☐ Written verification from all utility providers that the project is within their service area and the ability to provide services to the development.
- ☒ Copy of proposed/existing deed restrictions, restrictive covenants or other private limitations.
- ☒ Summary letter declaring the intent for parkland dedication or fee-in-lieu of dedication.

ADDITIONAL REQUIREMENTS FOR PRELIMINARY PLAT:

- ☒ Traffic Impact Analysis (TIA), if applicable.
- ☒ Significant trees $\geq 2.5"$ in caliper, height measured to nearest foot and associated root zones shall be shown.
- ☒ Summary letter describing type of street surfacing, drainage and wastewater facilities.

ADDITIONAL REQUIREMENTS FOR FINAL PLAT:

- ☐ Copy of approved preliminary plat.
- ☐ Traffic Impact Analysis (TIA), if applicable.
- ☐ Written approval of all street names from Williamson County 9-I-I Addressing.
- ☐ Copy of drainage study.

ONE OF THE FOLLOWING REQUIRED:

- ☐ Written statement, with professional engineer signature and seal required, that schematic plans and preliminary drainage calculation were submitted with the preliminary plat and no changes have occurred; **OR**
- ☐ New schematic plans and outline specifications for water, wastewater, paving, and drainage plus calculations for drainage; **OR**
- ☐ Construction plans and specifications for water, wastewater, paving, and drainage prepared by a registered professional engineer; **OR**
- ☐ Copy of utility plan.

ADDITIONAL REQUIREMENTS FOR SHORT FORM

- ☐ Copy of approved preliminary plat, if applicable.

ADDITIONAL REQUIREMENTS FOR AMENDED PLAT

- ☐ Copy of recorded final plat being amended.

WAIVER OF RIGHTS ACKNOWLEDGEMENT

- ☐ CHECK HERE IF APPLICANT or AUTHORIZED AGENT WAIVES PROVISIONS OF TLGC §212.009(b). CHECKING THIS BOX ALLOWS THE APPLICATION TO REMAIN UNDER ACTIVE REVIEW WITHOUT REQUIRING A FORMAL WRITTEN REQUEST TO WAIVE SAID PROVISIONS IN THE EVENT THE APPLICANT CAN NOT ADDRESS ALL CITY REVIEW COMMENTS PRIOR TO 10 DAYS BEFORE A SCHEDULED MEETING, ACCORDING TO THE POSTED SUBMITTAL SCHEDULE, FOR COMMISSION(S) AND/OR CITY COUNCIL. THE ALTERNATIVE IS THE APPLICATION PROCEEDS TO COMMISSION(S) AND/OR CITY COUNCIL WITH A STAFF RECOMMENDATION OF DISAPPROVAL.

FOR DEPARTMENT USE ONLY:

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



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Innovation Business Park - Lot 6 and 7 APPLICATION TYPE _____

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

Name: Jason Link, P.E.

Company Name: KFW Engineers

Address: 3421 Paesanos Parkway, Suite 200, San Antonio, Texas 78231

Phone: 210-979-8444 Email: jlink@kfwengineers.com

PROPERTY INFORMATION

Address: _____

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

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

City Limits or ETJ: _____ Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: Kevin L. Reid

Company Name: Titan Development

Address: 9601 McAllister Freeway, Suite 1120, San Antonio, Texas

Phone: _____ Email: eguerrero@titan-development.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

[Signature]
Property Owner Signature

KEVIN L. REID
Property Owner Printed Name

1-9-19
Date

THE STATE OF TEXAS

COUNTY OF BEXAR

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

Given under my hand and seal of office this 9th day of December, 20 19 A.D.

[Signature]
Notary Public Signature

Rachael Theriot
Notary Public Printed Name



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

PLAT APPLICATION

REVIEW CRITERIA

- ☒ The subdivision does not "cut away" a non-conforming use from an adjacent lot to increase its lifespan.
- ☒ The subdivision is compatible with existing and permitted land uses in the surrounding area.
- ☒ The subdivision preserves and/or enhances the character of Hutto.
- ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY / FINAL / SHORT FORM PLATS:**
- ☒ The newly created parcels will meet minimum lot size standards and minimum access standards.
- ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY / FINAL PLATS:**
- ☒ A preliminary plat and final plat may not be submitted simultaneously.
- ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY PLATS:**
- ☐ Subdivision improvements plans may not be submitted without an approved preliminary plat.
- ADDITIONAL REVIEW CRITERIA FOR FINAL PLATS:**
- ☐ Subdivision improvements plans may be submitted concurrently, but not without, a final plat.
- ADDITIONAL REVIEW CRITERIA FOR SHORT FORM PLATS:**
- ☐ New streets are not required.
- ☐ Off-site improvements are not required.
- ☐ Drainage improvements are not required.
- ☐ A preliminary plat is not required for a short form plat.
- ADDITIONAL REVIEW CRITERIA FOR AMENDED PLATS:**
- ☐ New lots will not be created.
- ☐ Resulting lots meet the required minimum lot size and lot width of the underlying zoning district. If existing plat is non-conforming, amending the plat shall not increase non-conformity.
- ☐ It shall not create a non-conforming setback for any existing buildings.
- ☐ Access, drainage, utility easements or right-of way serving the property or other properties in the area will not be adversely affected.
- ☐ Covenants and deed restrictions applied to the original plat convey to the amended plat. This shall be noted on the plat.
- ☐ "Quitclaiming" land to an adjacent property owner without approval by formal subdivision review is prohibited.

PLAT CONTENT REQUIREMENTS

- ☒ Proposed name of development. Cannot be the same as any other subdivision within Williamson County.
- ☒ Name and contact information of developer, owner of record, and authorized agent (engineer, consultant, etc).
- ☒ Location map drawn at a scale of 1" = 2,000' showing the area within a one mile radius of site.
- ☒ Date, scale, north indicator, and page numbers on each page.
- ☒ Total number of blocks and lots, and label each lot number and all blocks.
- ☒ Acreage of total site, lots and right-of-way.
- ☒ Dimensions for front, side and rear lot lines, identify building setback lines as dashed lines or as plat note.
- ☒ Identify adjacent city limit, ETJ or County line.
- ☒ Owner's name, deed or plat reference and property lines of all adjacent properties.
- ☒ Surveyor: signature and seal.
- ☒ Engineer: signature and seal.
- ☒ Show all appropriate signature blocks: owner(s), lien holders, etc.
- ☒ Location, bearings, dimensions, and widths of all proposed/existing/dedicated streets, alleys, railroads or easements.
- ☒ Locations, dimensions, names and descriptions of all existing/proposed streets, alleys, parks, open space, blocks, lots, reservations, easements and right-of way.
- ☒ Locations, dimensions and holders of all existing/proposed easements, right-of-way and utilities within, intersecting or contiguous with the subdivision.
- ☐ Survey ties across existing right-of-way.
- ADDITIONAL CONTENT REQUIREMENTS FOR PRELIMINARY PLATS:**
- ☒ Topography lines at the following intervals: slope < 5% use 1' intervals; slope = 5% to 10% use 2' intervals; slope > 10% use 5' intervals.
- ☒ Location of existing hydrologic and topographic features.
- ☒ Label proposed and existing arterial and collector streets – show right-of-way
- ☒ Location of areas subject to flooding, especially in the 100-yr flood plain, shown as drainage easement.
- ADDITIONAL CONTENT REQUIREMENTS FOR PRELIMINARY / FINAL PLATS:**
- ☒ Street names and linear feet of new of new streets.
- ☒ Location of centerline in watercourses, creeks and drainage structures.
- ☒ Summary letter describing type of street surfacing, drainage and wastewater facilities.
- ☐ Copy of completed LOMA/CLOMAR/LOMAR as required.

PLAT APPLICATION

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL PLATS:

- ☐ Dedication of all streets, alleys, parks, easements and other land intended for public use, signed by the owner(s) and by all other persons, firms or corporations owning an interest in the property (notarized).
- ☐ Show regulatory 100-year floodplain as per FEMA, use FEMA panel reference on plan and dedicate as drainage easement.

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL / SHORT FORM PLATS:

- ☒ Location of sidewalks for each street, shown as dotted line inside the proposed right-of-way lines or by plat note.

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL / SHORT FORM / AMENDED PLATS:

- ☐ Label usage of all lots within the subdivision if not intended to be for single-family use.
- ☐ Complete curve data (delta, arc length, radius, tangent, point of curve, point of reverse curve, point of tangent, long chord with bearing) between all lot corner pins.
- ☐ Bearings and distances of the land being subdivided.
- ☐ For ETJ plats: Signature on plat of the Williamson County and Cities Health District for projects utilizing individual on-site wastewater (septic) systems.

REQUIRED PLAT NOTES (AS THEY APPLY)

- ☒ No building, fencing, landscaping or structures are allowed within any drainage easement unless expressly permitted by the City of Hutto.
- ☒ Building setback lines shall conform to UDC requirements.
- ☒ A 5' P.U.E. is hereby dedicated along and adjacent to all street side property lines.
- ☒ A 5' P.U.E. is hereby dedicated on each side of all rear lot lines.
- ☒ A 3' P.U.E. is hereby dedicated on each side of all interior side lot lines.
- ☒ No lot in this subdivision shall be occupied until connection is made to public water and wastewater utilities.
- ☒ Street lighting shall be provided by the developer in conformance with the UDC requirements.
- ☒ Sidewalks shall be constructed on both sides of all streets within and bounding this subdivision.
- ☒ Water and wastewater service for this subdivision will be available through the City of Hutto after the appropriate water and wastewater system improvements are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
- ☒ 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 $\frac{1}{2}$ " per foot for a distance of at least 10 feet.
- ☐ Utility providers for this development are:
 - Water: _____
 - Wastewater: _____
 - Electric: _____
 - Gas (Natural or Propane): _____
- ☒ There are /are no (select one) areas within the boundaries of this subdivision in the 100-year floodplain as defined by FIRM Map Number 515, effective date of September 26, 2008.
- ☒ Amenity, open space and greenlink lots will be owned and maintained by the Homeowners Association.
- ☐ Greenlink lots shall be developed in conformance with the UDC.
- ☐ This subdivision will be zoned: _____.

ADDITIONAL NOTES FOR RESIDENTIAL PLATS:

- ☐ All lots in this subdivision are restricted to single family residential use, unless otherwise indicated.
- ☐ The maximum impervious coverage per residential lot is ____%.

ADDITIONAL NOTES FOR COMMERCIAL PLATS:

- ☐ The maximum impervious coverage per non-residential lot is ____%.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled public meeting date (Preliminary Plat).
- ☐ Staff review, comments issued, applicant submits update addressing all comments (step may repeat).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.
- ☐ Documents are to be recorded with the Williamson County Clerk, fees may apply. (not Preliminary Plats).

GENERAL NOTES:

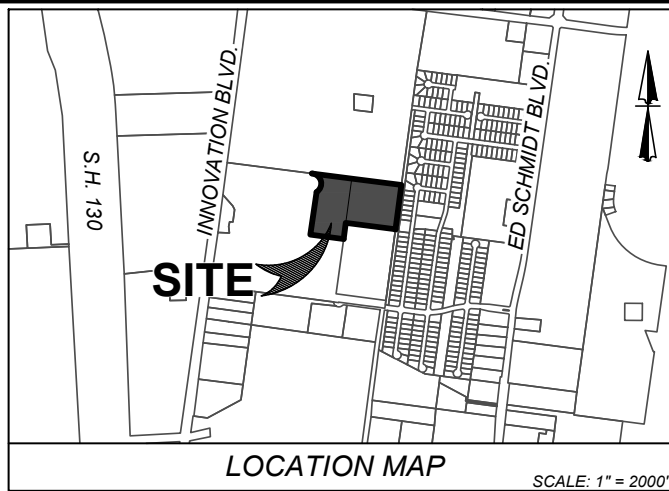
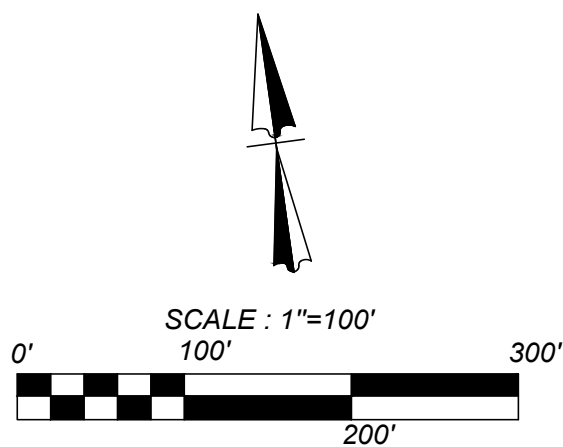
- 1) NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- 2) BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
- 3) A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT 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) A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
- 6) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- 7) SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
- 8) SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
- 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 CCN
 - i. WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- 12) FLOODPLAIN NOTES:
 - i. "NO PORTION OF THIS TRACT IS ENCLOSED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN."
 - ii. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
 - b. EXISTING FLOODPLAIN

- i. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 515, 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 1/4" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
- 14) ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- 15) OFF-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. THE POND WILL BE BUILT BY THE CITY.
- 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.

SURVEYOR NOTES:

1. 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM (NAD) OF 1983.
3. THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.00012.
4. ADJOINERS SHOWN HEREON ARE PER CURRENT WILLIAMSON COUNTY APPRAISAL RECORDS AND OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Received 12/12/19



INNOVATION BUSINESS PARK - LOT 6 AND 7

BEING A TOTAL OF 15.164 ACRE TRACT OF LAND OUT OF A 35.272 ACRE TRACT OF LAND RECORDED IN VOLUME 539, PAGE 461 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS OUT OF THE MARTIN STROUSE SURVEY, ABSTRACT 587, IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, ESTABLISHING LOT 6 AND 7.

OWNER:
KEVIN L. REID
TITAN DEVELOPMENT
9601 McALLISTER FREEWAY, SUITE 1120
SAN ANTONIO, TEXAS



3421 Paesanos Pkwy, Suite 200, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, KEVIN L. REID, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. (OR VOLUME AND PAGE) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND), AND DO HEREBY (SUBDIVIDE, RESUBDIVIDE, AMEND, ETC.) SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO 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 (SUBDIVISION NAME).

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

OWNER / DEVELOPER:
KEVIN L. REID
TITAN DEVELOPMENT
9601 McALLISTER FREEWAY, SUITE 1120
SAN ANTONIO, TEXAS

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED (OWNER), 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 ON: _____

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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 ___, 2019 A.D. AT ___ O'CLOCK ___ M. AND DULY RECORDED THIS DAY OF ___, 2019 A.D. AT ___ O'CLOCK ___ M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO. ___ TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF
WILLIAMSON COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, JASON R. LINK, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAN ANTONIO, BEXAR COUNTY, TEXAS, THIS DAY OF ___, 2019

JASON R. LINK
LICENSED PROFESSIONAL ENGINEER NO. 106138
KFW ENGINEERS, LLC
3421 PAESANOS PKWY, SUITE 200
SAN ANTONIO, TX 78231
PHONE: 210-979-8444
FAX: 210-979-8441

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, _____, REGISTERED PUBLIC SURVEYOR (ENGINEER), NO. ___, 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 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 (CITY), (COUNTY), TEXAS, THIS DAY OF ___, 2019

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543
KFW SURVEYING, LLC
3421 PAESANOS PKWY, SUITE 101
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-8441

Curve Table					
Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	199.26'	75.00'	152°13'25"	S06°26'10"E	145.61'
C2	10.81'	10.00'	061°55'39"	S38°42'44"W	10.29'
C3	129.71'	75.00'	099°05'34"	N20°07'46"E	114.14'
C4	69.55'	75.00'	053°07'52"	N55°58'56"W	67.08'

CITY MAYOR AND CITY SECRETARY SIGNATURES:

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE ___ DAY OF ___, 2019

DOUG GAUL, MAYOR DATE _____ LISA BROWN, CITY SECRETARY DATE _____

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution approving the Hutto Crossing Industrial Park Preliminary Plat, 125.95 acres, more or less, of land, six commercial lots, located at the southwest corner of SH-130 and US 79 West. (Ashley Lumpkin)
Meeting: Regular City Council - 06 Feb 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Summary of Request

The Hutto Crossing Industrial Park Preliminary Plat includes 6 total lots and 125.95 acres. This subdivision is a proposed industrial development.

The proposed subdivision conforms to the Planned Unit Development for Hutto Crossing as amended in 2019. The PUD requires additional setbacks from residential properties for industrial uses. Those are 50 foot setbacks for both rear and side. There is also the requirement that the street access from the existing neighborhood be for emergency access only and have a Knox box.

WEST: ETJ Residential Subdivision

NORTH: Highway 79

EAST: State Highway 130

SOUTH: Star Ranch

Utilities

Water will be provided by the City of Hutto, and wastewater will be septic until such time as sewer is available.

Public Notice Responses:

Staff received two responses to the public notice. Both were in opposition, and were concerned with through traffic and drainage.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

None at this time.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, and all comments have been addressed, staff recommends that the City Council approve the Preliminary Plat of the Hutto Crossing Industrial Park to City Council per Section 212.005 of the Texas Local Government Code.

ATTACHMENTS:

[\(Res\)HCIP Prelim\(Res\)](#)

[HCIP-Prelim\(SiteMap\)](#)

[HCIP-Prelim-U1-Plat\(12-23-19\)](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "HUTTO CROSSING INDUSTRIAL PARK PRELIMINARY 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 "Hutto Crossing Industrial Park Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **6th** day of the month **February, 2020**.

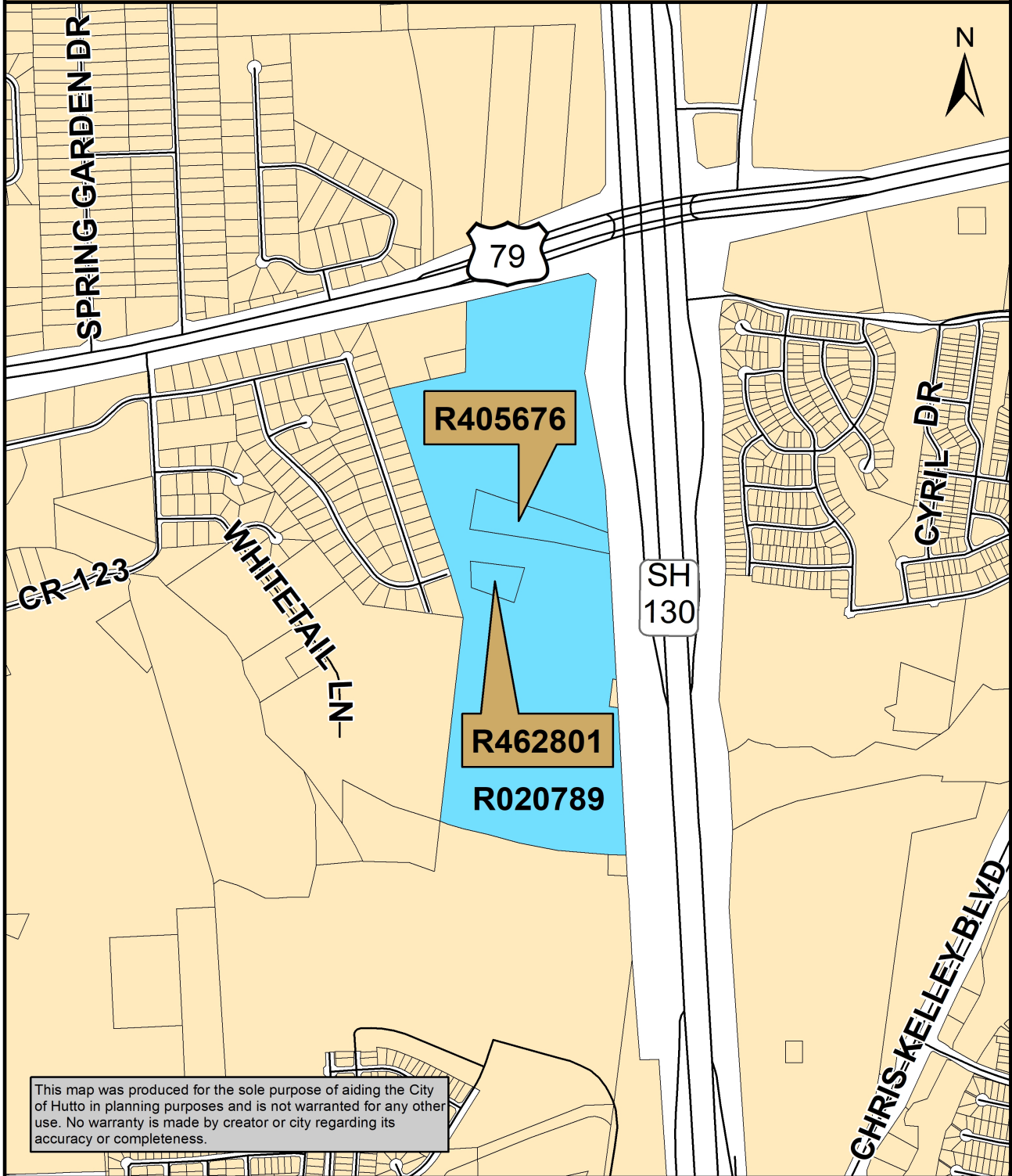
THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Appointed City Secretary

Hutto Crossing Industrial Park



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document: (K:\SITE LOCATION MAPS\2019 Site Location

Maps\Hutto_Crossing\Hutto_Crossing_Industrial_Park.mxd)

12/12/2019 -- 10:42:26 AM

Page 4 of 9

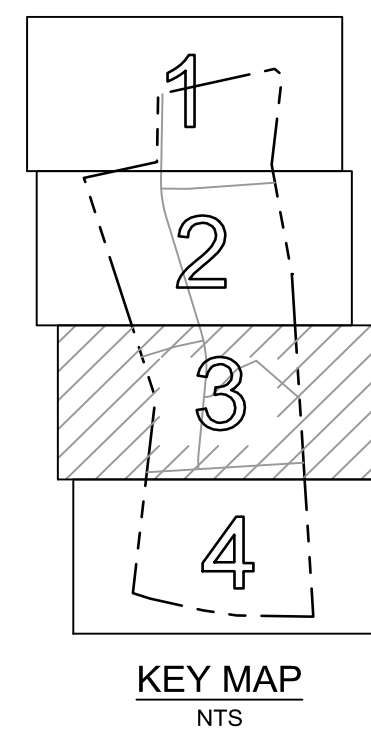
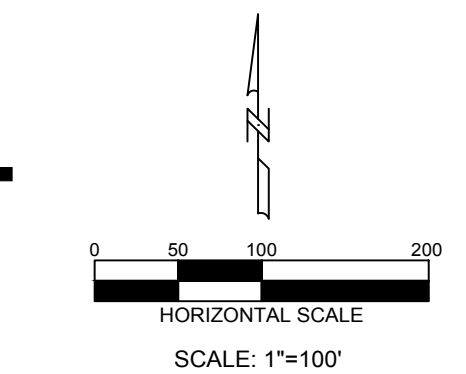


0 500 1,000 2,000
Feet

WAELTZ & PRETE, INC.
CIVIL ENGINEERS
211 N. A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308



WAEALTZ & PRETE, INC.
CIVIL ENGINEERS
211 N. A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308

STATE HIGHWAY 130
(R.O.W. VARIES)

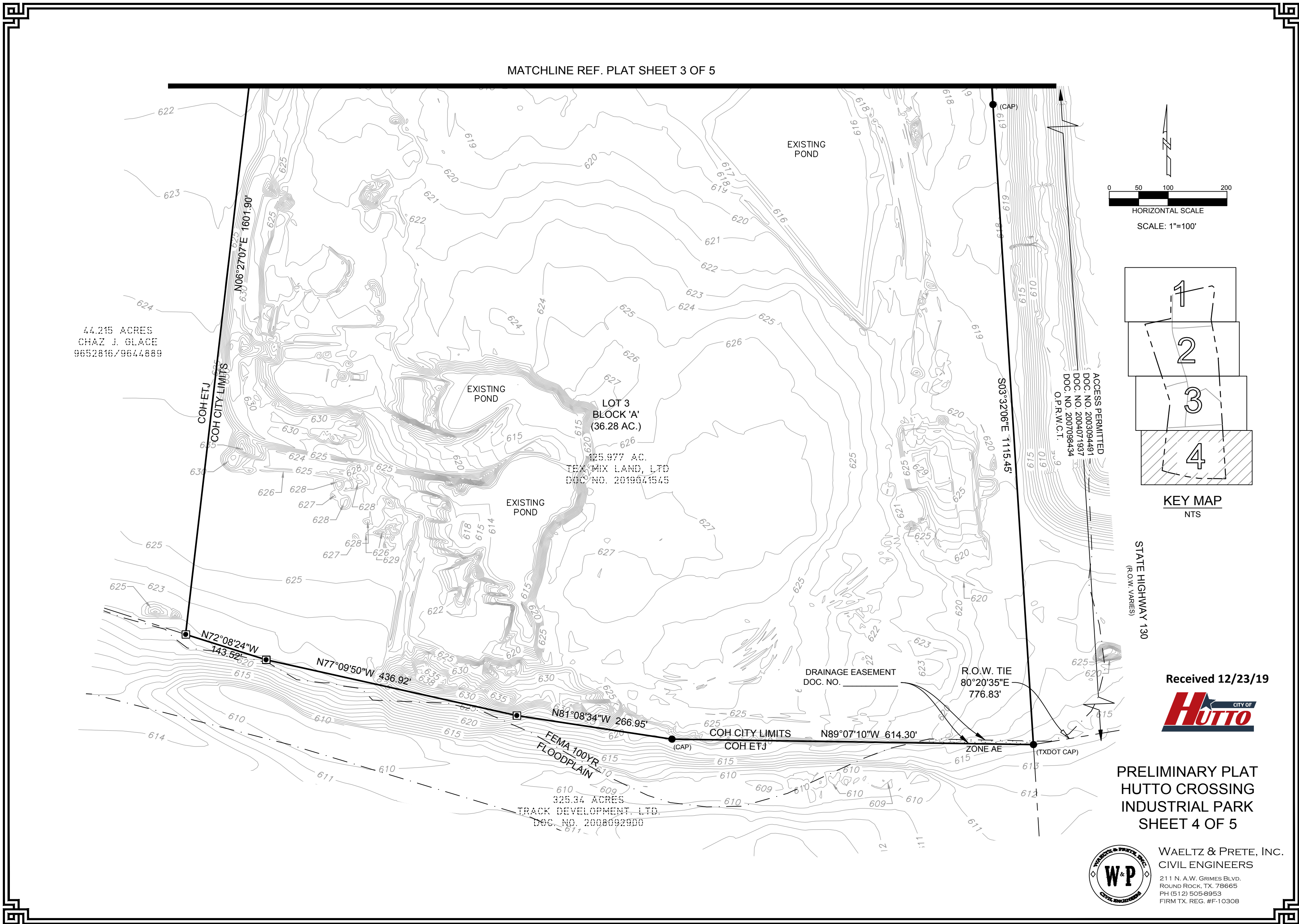
Received 12/23/19



PRELIMINARY PLAT
HUTTO CROSSING
INDUSTRIAL PARK
SHEET 3 OF 5



WAELTZ & PRETE, INC.
CIVIL ENGINEERS
211 N. A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308



METES AND BOUNDS DESCRIPTION:

A 125.977 ACRE TRACT OF LAND OUT OF THE ROBERT MCNUTT SURVEY ABSTRACT NO. 422, SITUATED IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS BEING THAT SAME 125.95 ACRE TRACT OF LAND CONVEYED TO HUTTO MEZZ HOLDINGS LLC BY DEED OF RECORD IN DOCUMENT NO. 2009018029 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 125.977 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with TxDOT aluminum cap found at the intersection of the westerly right-of-way line of SH 130 (R.O.W. Varies) and the southerly line of Union Pacific Railroad (100' R.O.W.) situated on the southerly side of US Highway 79 (R.O.W. Varies), at or near TxDOT S.H. 130 Station 706+70.31, 518.16' right, for the northeasterly corner of said 125.95 acre tract and hereof;

THENCE, leaving said southerly line of Union Pacific Railroad, along the westerly right-of-way line of SH 130, for the easterly line of said 125.95-acre tract and hereof, the following six (6) courses and distances:

- 1) S50°15'22"E, a distance of 78.59 feet to a 1/2-inch iron rod with BURY cap found;
- 2) S06°34'39"W, a distance of 736.94 feet to a 1/2-inch iron rod with an illegible cap found;
- 3) S10°12'43"E, a distance of 908.37 feet to a 1/2-inch iron rod with TxDOT aluminum cap found;
- 4) S03°30'52"E, a distance of 1476.40 feet to a 1/2-inch iron rod with TxDOT aluminum cap found;
- 5) S03°26'36"E, a distance of 211.77 feet to a 1/2-inch iron rod found;
- 6) S03°32'06"E, a distance of 1115.45 feet to a 1/2-inch iron rod with TxDOT aluminum cap found at the southeasterly corner of said 125.95-acre tract, being on the north bank of Brushy Creek, for the southeasterly corner hereof;

THENCE, leaving said westerly right-of-way line of SH 130, with the approximate north bank of Brushy Creek, being the southerly line of said 125.95-acre tract and hereof, the following four (4) courses and distances:

- 1) N89°07'10"W, a distance of 614.30 feet to a 1/2-inch iron rod found;
- 2) N81°08'34"W, a distance of 266.95 feet for an angle point;
- 3) N77°09'50"W, a distance of 436.92 feet for an angle point;
- 4) N72°08'24"W, a distance of 143.52 feet to a nail found at the southwesterly corner of said 125.95-acre tract, being the southeasterly corner of that certain 44.215-acre tract conveyed to Chaz Glace, by Deed of record in Document No. 9644889 and Document No. 9644889 both of the Official Records of Williamson County, Texas for the southwesterly corner hereof;

THENCE, N06°27'07"E, leaving the north bank of Brushy Creek, along the easterly line of said 44.215-acre tract, for a portion of the westerly line of said 125.95-acre tract and hereof, a distance of 1601.90 feet to a 1/2-inch iron rod found at the northeasterly corner of said 44.215 acre tract, being the southeasterly corner of Lot 1, Block "D", The Heights at Deerfield, a subdivision of record in Cabinet O, Slides 42-45, of the Plat Records of Williamson County, Texas, for an angle point hereof;

THENCE, N17°35'28"W, along the easterly line of said Lot 1, Block "D" and Block "A" of said The Heights at Deerfield, for a portion of the westerly line of said 125.95-acre tract and hereof, a distance of 1888.43 feet to a 1/2-inch iron rod with BURY cap found at the southwesterly corner of Lot 1 Carmel Creek Subdivision, of record in Document No. 2008091478 of said Official Public Records for an angle point, from which a 1/2 inch iron rod found in the southerly right-of-way line of Union Pacific Railroad being the northwesterly corner of said Lot 1 Carmel Creek Subdivision bears N17°35'28"W, a distance of 538.97 feet;

THENCE, N77°25'19"E, leaving the easterly line of said Block "A", along the southerly line of Lot 1 and Lot 2 of said Carmel Creek Subdivision, for a portion of the westerly line of said 125.95-acre tract and hereof, a distance of 597.55 feet to a 1/2-inch iron rod with BURY cap found at the southeasterly corner of said Lot 2 Carmel Creek Subdivision, for an angle point;

THENCE, N00°58'32"E, along the easterly line of said Lot 2 Carmel Creek Subdivision, for a portion of the westerly line of said 125.95 acre tract and hereof, a distance of 552.31 feet to a 1/2-inch iron rod found at the northeasterly corner of said Lot 2 Carmel Creek Subdivision, being in the southerly line of Union Pacific Railroad situated on the southerly side of US Highway 79, for the northwesterly corner of said 125.95 acre tract and hereof;

THENCE, N77°20'30"E, along the southerly line of Union Pacific Railroad, being the northerly line of said 125.95-acre tract and hereof, a distance of 952.81 feet to the **POINT OF BEGINNING**, containing an area of 125.977 acres (5,487,561 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: ALL BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE NAD83/2011, BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY WESTERN DATA SYSTEMS, INC.

PLAT NOTES:

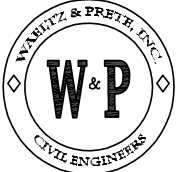
- 1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- 2. BUILDING SETBACK LINES SHALL CONFORM TO UDC REQUIREMENTS.
- 3. A 5' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL PUBLIC STREET SIDE PROPERTY LINES.
- 4. A 5' P.U.E. IS HERBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- 5. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
- 6. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
- 7. 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 10 FEET.
- 8. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: WELL (PRIVATE)
WASTEWATER: OSSF
ELECTRIC: ONCOR
GAS (NATURAL OR PROPANE): ATMOS
- 9. THERE ARE AREAS WITHIN THE BOUNDARIES OF THE SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0515E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
- 10. THIS SUBDIVISION WILL BE ZONED: HUTTO CROSSING PLANNED UNIT DEVELOPMENT
- 11. THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT SHALL CONFORM TO HUTTO CROSSING PLANNED UNIT DEVELOPMENT.
- 12. ALL DEVELOPMENT SHALL CONFORM TO THE HUTTO CROSSING PLANNED UNIT DEVELOPMENT OR CITY OF HUTTO UDC, WHICHEVER DOCUMENT IS CONTROLLING.

TREE LIST		
TREE NUMBER	DESCRIPTION	SIZE (IN.)
1000	PECAN	30
1001	CEDAR ELM	18
1002	CEDAR ELM	17, 15 (2 BOLES)
1003	TALLOW	53
1004	PECAN	19
1005	AMERICAN ELM	25
1006	PECAN	9, 6 (2 BOLES)
1007	AMERICAN ELM	48
1008	PECAN	35
1009	PECAN	26
1010	PECAN	30
1011	AMERICAN ELM	6
1012	AMERICAN ELM	7
1013	AMERICAN ELM	7
1014	AMERICAN ELM	9, 5 (2 BOLES)
1015	PECAN	23
1016	PECAN	26
1017	AMERICAN ELM	7
1018	AMERICAN ELM	6
1019	AMERICAN ELM	6
1020	AMERICAN ELM	9
1021	PECAN	23, 10 (2 BOLES)
1022	PECAN	26, 22 (2 BOLES)
1023	AMERICAN ELM	7
1024	PECAN	33
1025	PECAN	28
1026	PECAN	26
1027	PECAN	28
1028	PECAN	20
1029	PECAN	28

Received 12/23/19



PRELIMINARY PLAT
HUTTO CROSSING
INDUSTRIAL PARK
SHEET 5 OF 5



WAELTZ & PRETE, INC.
CIVIL ENGINEERS
211 N. A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution approving the Star Ranch Section 7 Phase 7 Final Plat, 7.773 acres, more or less, of land, 45 residential lots, located within Hutto's Extraterritorial Jurisdiction (ETJ) on Finstown Street.(Ashley Lumpkin)
Meeting: Regular City Council - 06 Feb 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Summary of Request

The Final Plat for Star Ranch Section 7 Phase 7 is located near the intersection of Winterfield Drive and the future extension of Star Ranch Blvd., more generally located west of SH130. The Star Ranch area is located outside of the City limits in the Extraterritorial Jurisdiction (ETJ).

The Final Plat is in compliance with the Star Ranch Section 7 Preliminary Plat which was approved in December 2017 and substantial conformance to the previously approved Final Plat for the same section. The Final Plat was originally approved in May 2018, although it expired without being formally recorded at Williamson County. The proposal includes 44 residential lots and 1 open space lot on 7.773 acres. The associated streets were dedicated to Williamson County in 2019 and are shown on the plat but no longer a part of the schematic. Sidewalks will be provided on both sides of all streets.

The Preliminary Plat for Section 7 proposes approximately 37 acres for parkland as agreed upon in the SPA/LPA. This takes care of parkland requirements for this Final Plat.

NORTH: Light Industrial (LI)

EAST: Single-Family 1 (SF-1)

SOUTH: Single-Family 1 (SF-1)

WEST: Light Industrial (LI)

Utilities

Water and wastewater will be provided by the Star Ranch MUD No. 22.

RECOMMENDATION:

The Star Ranch Section 7 Phase 7 Final Plat meets the requirements within the Unified Development Code and Development Agreement. Staff recommends that the City Council approve the resolution.

ATTACHMENTS:

[\(Res\)SRSec7Ph7FP\(Res\)](#)
[SRSec7Ph7FP-Initial-Applic\(1-15-20\)](#)
[SRSec7Ph7FP-U1-Plat\(1-29-20\)](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "STAR RANCH SECTION 7 PHASE 7 FINAL PLAT"; IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF 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 "Star Ranch Section 7 Phase 7 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **6th** day of the month **February, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Appointed City Secretary



PLAT APPLICATION
(PRELIMINARY-FINAL-SHORT FORM-AMENDED)
Must be accompanied by a
Master Application
May 2019

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

PROJECT NAME: Star Ranch Phase 7 Section 7

Number of lots 45 (x \$25 per lot) Total acreage of right-of-way _____ (x \$20 per acre) (Not applicable to Short Form Plats)
Total acreage 7.773 Proposed use Single Family

(Check One) ☐ Preliminary Plat ☒ Final Plat ☐ Short Form Final Plat ☐ Amended Plat

UTILITY SERVICES INFORMATION

Electric service provider Oncor Natural gas/propane provider _____
Water service provider Williamson County MUD#22 Wastewater service provider Williamson County MUD#22

Indicate here if the subject property has been approved for: ☐ Private wastewater treatment system or ☐ Septic tank system

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

REQUIRED FOR SUBMITTAL

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

- ☒ Complete Master application and Plat application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Plat drawing size must be at a 1"=100' scale. For smaller parcels use best judgment to ensure scale is legible.
- ☒ (2) 18" x 24" + (2) 11" x 17" + (1) 8 1/2" x 11" paper copies of plat.
- ☒ All submittal documents provided on a CD (disk) or other compatible electronic storage device.
- ☒ Proof of ownership (copy of deed).
- ☒ Written verification from all utility providers that the project is within their service area and the ability to provide services to the development.
- ☒ Copy of proposed/existing deed restrictions, restrictive covenants or other private limitations.
- ☐ Summary letter declaring the intent for parkland dedication or fee-in-lieu of dedication.

ADDITIONAL REQUIREMENTS FOR PRELIMINARY PLAT:

- ☐ Traffic Impact Analysis (TIA), if applicable.
- ☐ Significant trees ≥ 2.5" in caliper, height measured to nearest foot and associated root zones shall be shown.
- ☐ Summary letter describing type of street surfacing, drainage and wastewater facilities.

ADDITIONAL REQUIREMENTS FOR FINAL PLAT:

- ☒ Copy of approved preliminary plat.
- ☐ Traffic Impact Analysis (TIA), if applicable.
- ☐ Written approval of all street names from Williamson County 9-I-I Addressing.
- ☒ Copy of drainage study.

ONE OF THE FOLLOWING REQUIRED:

- ☐ Written statement, with professional engineer signature and seal required, that schematic plans and preliminary drainage calculation were submitted with the preliminary plat and no changes have occurred; OR
- ☐ New schematic plans and outline specifications for water, wastewater, paving, and drainage plus calculations for drainage; OR
- ☐ Construction plans and specifications for water, wastewater, paving, and drainage prepared by a registered professional engineer; OR
- ☐ Copy of utility plan.

ADDITIONAL REQUIREMENTS FOR SHORT FORM

- ☐ Copy of approved preliminary plat, if applicable.

ADDITIONAL REQUIREMENTS FOR AMENDED PLAT

- ☐ Copy of recorded final plat being amended.

WAIVER OF RIGHTS ACKNOWLEDGEMENT

- ☒ CHECK HERE IF APPLICANT or AUTHORIZED AGENT WAIVES PROVISIONS OF TLGC §212.009(b). CHECKING THIS BOX ALLOWS THE APPLICATION TO REMAIN UNDER ACTIVE REVIEW WITHOUT REQUIRING A FORMAL WRITTEN REQUEST TO WAIVE SAID PROVISIONS IN THE EVENT THE APPLICANT CAN NOT ADDRESS ALL CITY REVIEW COMMENTS PRIOR TO 10 DAYS BEFORE A SCHEDULED MEETING, ACCORDING TO THE POSTED SUBMITTAL SCHEDULE, FOR COMMISSION(S) AND/OR CITY COUNCIL. THE ALTERNATIVE IS THE APPLICATION PROCEEDS TO COMMISSION(S) AND/OR CITY COUNCIL WITH A STAFF RECOMMENDATION OF DISAPPROVAL.

FOR DEPARTMENT USE ONLY:

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



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Star Ranch Phase 7 Section 7 APPLICATION TYPE Final Plat

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

Name: Israel Ramirez, P.E.

Company Name: Randall Jones & Associates Engineering, Inc.

Address: 2900 Jazz Street, Round Rock, TX 78664

Phone: 512-836-4793 Email: israelr@rj-eng.com

PROPERTY INFORMATION

Address: Winterfield Drive

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

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

City Limits or ETJ: _____ Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: Tim Timmerman

Company Name: Tack Development, LTD.

Address: 2490 FM 685, Hutto, TX 78634

Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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


Property Owner Signature

Tim Timmerman
Property Owner Printed Name

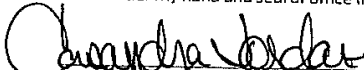
1/8/20
Date

THE STATE OF TEXAS

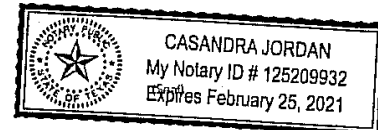
COUNTY OF Williamson

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

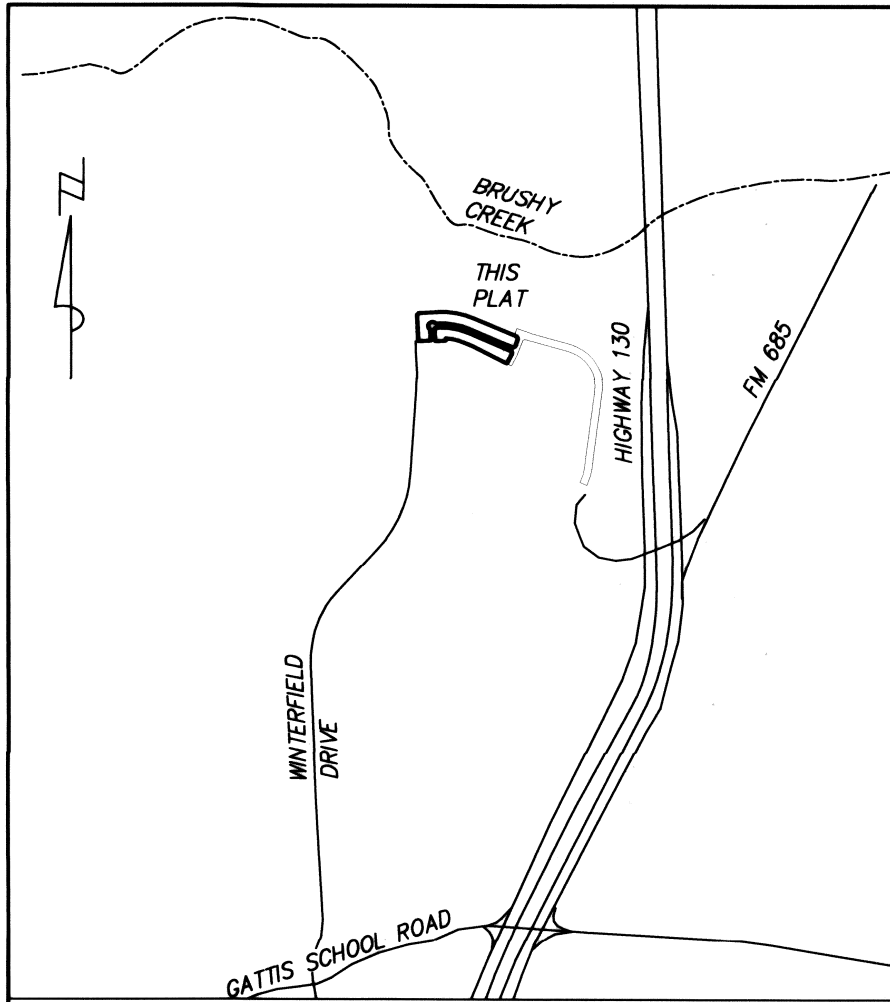
Given under my hand and seal of office this 8 day of January, 2020 A.D.


Notary Public Signature

Cassandra Jordan
Notary Public Printed Name

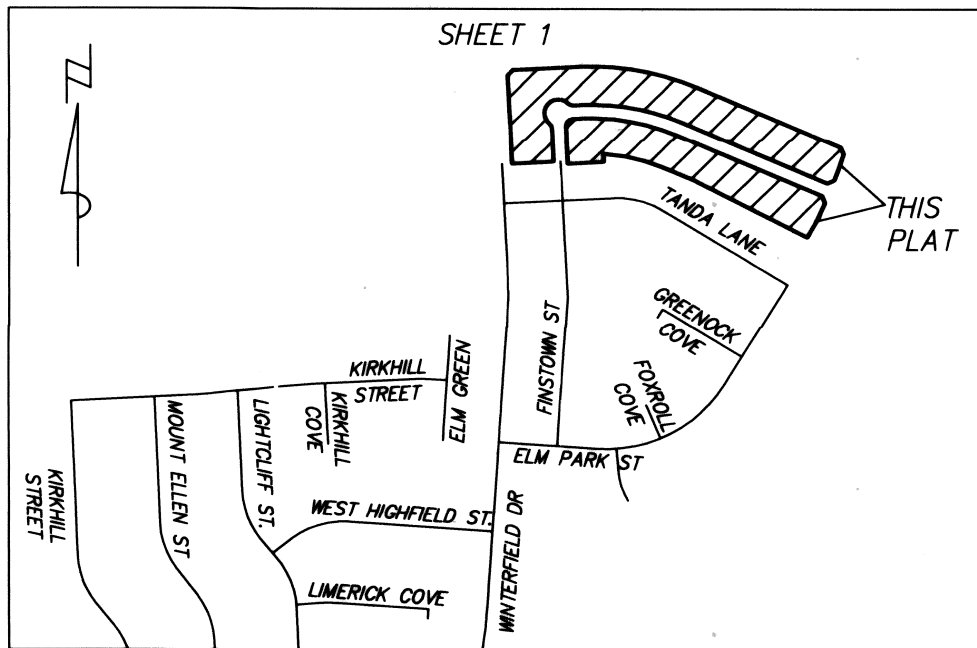


If there are multiple property owners attach separate page(s) with notarized signature(s)



LOCATION MAP
SCALE: 1" = 2000'

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES. A FIVE (5) FOOT WIDE PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES. A THREE (3) FOOT WIDE PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR LOT LINES.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
5. UTILITY PROVIDERS: WATER: WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT #3 GAS: ATMOS; AND ELECTRIC: TXU.
6. DRIVEWAY ACCESS TO WINTERFIELD DRIVE AND STAR RANCH BOULEVARD IS PROHIBITED FROM ALL SINGLE FAMILY LOTS. CORNER LOTS SHALL ONLY HAVE DRIVEWAY ACCESS TO ONE STREET.
7. LOT 25A, BLOCK M IS A LANDSCAPE AREA TRACT AND IT WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (HOA).
8. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
10. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS AND GENERAL ACCEPTED ENGINEERING STANDARDS.
11. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
12. NO PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
13. THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 22. DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
14. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 45%.
15. CORNER LOTS SHALL ONLY HAVE DRIVEWAY ACCESS TO ONE STREET. DRIVEWAY ACCESS FROM ANY RESIDENCE TO WINTERFIELD DRIVE IS PROHIBITED.
16. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
17. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
18. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
19. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
20. ACCORDING TO THE CITY OF HUTTO OFFICIAL ZONING MAP, THIS PLAT IS WITHIN THE AREA ZONED GATEWAY OVERLAY DISTRICT.
21. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
22. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE MUNICIPAL UTILITY DISTRICT NO.22 (M.U.D.) AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE M.U.D. NO. 22 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVICE THIS SITE.
23. FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF THE ROAD MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE. (2018 IFC APPENDIX B SEC. D103.6.2).



KEY MAP
SCALE: 1" = 600'

BUILDING SETBACKS:

25' FRONT
15' STREET SIDE
5' SIDE
10' REAR

SITE DATA:

SINGLE FAMILY LOTS PHASE 1 25
SINGLE FAMILY LOTS PHASE 2 19
OPEN SPACE 1
TOTAL 45

2 BLOCKS

LOTS - PHASE 1 4.640 ACRES
LOTS - PHASE 2 3.133 ACRES
TOTAL 7.773 ACRES

PROPERTY OWNER:

TACK DEVELOPMENT, LTD.
TIMOTHY TIMMERMAN, PRESIDENT
2490 F.M. 685
HUTTO, TEXAS 78634

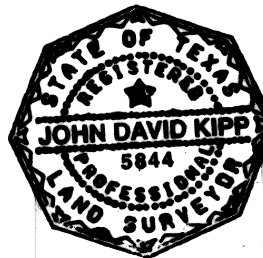
FINAL PLAT OF
STAR RANCH SECTION 7 PHASE 7
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS
I, JOHN D. KIPP, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCE OF WILLIAMSON COUNTY, TEXAS. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND IN THE TITLE POLICY LISTED IN THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY UNDER COMMITMENT NO. 67 NO. 1811691M, EFFECTIVE DATE AUGUST 10, 2018. THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

John D Kipp 01/29/2020
JOHN D. KIPP DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793
FIRM NO. 10015400



STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS
I, ISRAEL RAMIREZ, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

Israel Ramirez 1.29.2020
ISRAEL RAMIREZ DATE
LICENSED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793
FIRM NO. 9784



Received 01/29/2020



SHEET 1 OF 3 SHEETS

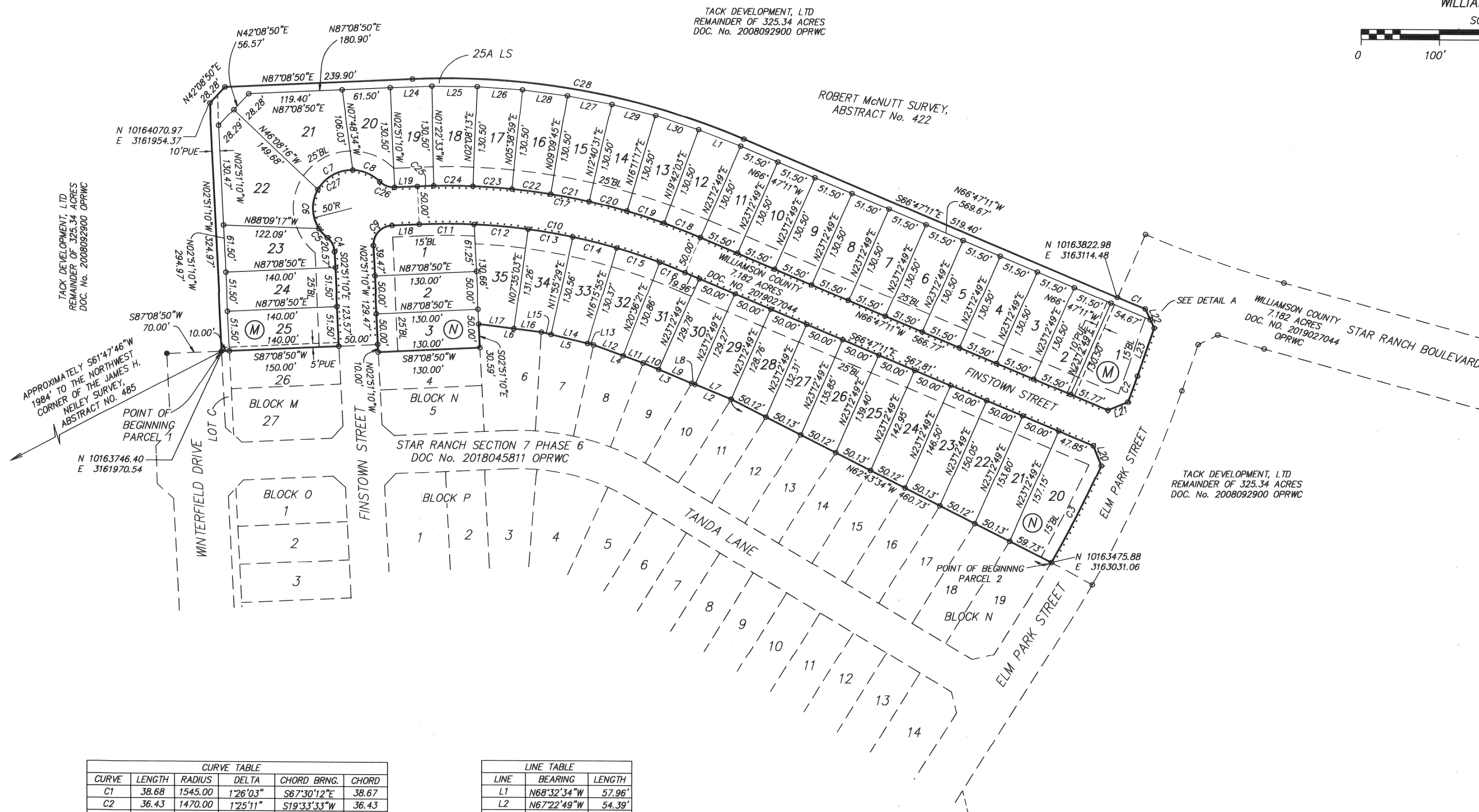
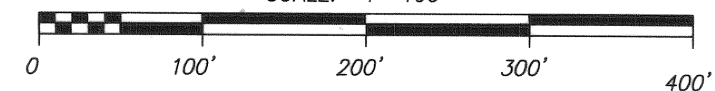
DATE: MAY 2, 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

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F-10015400

FINAL PLAT OF
STAR RANCH SECTION 7 PHASE 7
WILLIAMSON COUNTY, TEXAS
SCALE: 1"=100'



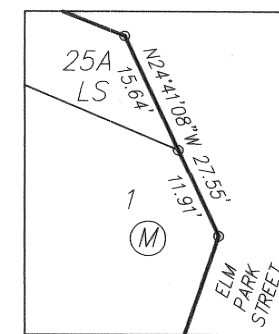
LOT AREAS
(IN SQUARE FEET)
BLOCK-LOT

- M-1 8604
- M-2 6721
- M-3 6721
- M-4 6721
- M-5 6721
- M-6 6721
- M-7 6721
- M-8 6721
- M-9 6721
- M-10 6721
- M-11 6721
- M-12 7026
- M-13 7026
- M-14 7026
- M-15 7026
- M-16 7026
- M-17 7026
- M-18 7026
- M-19 6741
- M-20 6615
- M-21 12099
- M-22 13005
- M-23 7600
- M-24 7210
- M-25 7210
- M-25A 16648 (LS)

- N-1 8172
- N-2 6500
- N-3 6500
- N-20 10195
- N-21 7769
- N-22 7591
- N-23 7414
- N-24 7236
- N-25 7059
- N-26 6881
- N-27 6704
- N-28 6527
- N-29 6451
- N-30 6476
- N-31 6479
- N-32 6921
- N-33 6931
- N-34 6926
- N-35 7490

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	38.68	1545.00	1°26'03"	S67°30'12"E	38.67
C2	36.43	1470.00	1°25'11"	S19°33'33"W	36.43
C3	141.67	1470.00	5°31'19"	N26°32'18"E	141.62
C4	21.03	25.00	48°11'23"	S26°56'51"E	20.41
C5	15.91	50.00	18°13'41"	N41°55'42"W	15.84
C6	54.13	50.00	62°01'26"	N01°48'09"W	51.52
C7	54.13	50.00	62°01'26"	N60°13'18"E	51.52
C8	38.49	50.00	44°06'12"	N66°42'53"W	37.54
C9	39.27	25.00	90°00'00"	N42°08'50"E	35.36
C10	348.03	765.00	26°03'59"	S79°49'10"E	345.04
C11	70.19	765.00	5°15'25"	N89°46'33"E	70.17
C12	69.16	765.00	5°10'48"	N85°00'21"W	69.14
C13	57.95	765.00	4°20'26"	N80°14'44"W	57.94
C14	57.95	765.00	4°20'26"	N75°54'18"W	57.94
C15	57.95	765.00	4°20'26"	N71°33'52"W	57.94
C16	34.82	765.00	2°36'28"	N68°05'25"W	34.82
C17	370.78	815.00	26°03'59"	N79°49'10"W	367.59
C18	49.97	815.00	3°30'46"	N68°32'34"W	49.96
C19	49.97	815.00	3°30'46"	N72°03'20"W	49.96
C20	49.97	815.00	3°30'46"	N75°34'06"W	49.96
C21	49.97	815.00	3°30'46"	N79°04'52"W	49.96
C22	49.97	815.00	3°30'46"	N82°35'38"W	49.96
C23	49.97	815.00	3°30'46"	N86°06'24"W	49.96
C24	49.97	815.00	3°30'46"	N89°37'10"W	49.96
C25	21.01	815.00	1°28'37"	N87°53'09"E	21.01
C26	21.03	25.00	48°11'23"	N68°45'28"W	20.41
C27	162.65	50.00	186°22'46"	S42°08'50"W	99.85
C28	434.70	955.50	26°03'59"	S79°49'10"E	430.96

LINE	BEARING	LENGTH
L1	N68°32'34"W	57.96'
L2	N67°22'49"W	54.39'
L3	N67°22'01"W	67.31'
L4	N69°59'19"W	67.48'
L5	N76°07'52"W	68.61'
L6	N82°52'18"W	80.71'
L7	N67°22'49"W	50.00'
L8	N67°22'01"W	4.39'
L9	N67°22'01"W	45.62'
L10	N67°22'01"W	21.70'
L11	N69°59'19"W	27.16'
L12	N69°59'19"W	40.32'
L13	N76°07'52"W	7.77'
L14	N76°07'52"W	48.06'
L15	N76°07'52"W	12.78'
L16	N82°52'18"W	35.32'
L17	N82°52'18"W	45.40'
L18	N87°08'50"E	34.91'
L19	N87°08'50"E	29.01'
L20	N21°41'57"W	28.24'
L21	S66°56'11"W	27.65'
L22	S24°41'08"E	27.55'
L23	S18°50'58"W	66.37'
L24	N87°29'19"E	53.38'
L25	N89°37'10"W	57.96'
L26	N86°06'24"W	57.96'
L27	N79°04'52"W	57.96'
L28	N82°35'38"W	57.96'
L29	N75°34'06"W	57.96'
L30	N72°03'20"W	57.96'



- LEGEND:
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
 - = FOUND 1/2" IRON ROD WITH "RJ SURVEYING" CAP (UNLESS NOTED OTHERWISE)
 - (M) = BLOCK NAME
 - = 4' WIDE SIDEWALK REQUIRED
 - LS = LANDSCAPE
 - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - BL = BUILDING SETBACK LINE

Received 01/29/2020



SHEET 2 OF 3 SHEETS

DATE: MAY 2, 2018 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
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F-10015400

STAR RANCH SECTION 7 PHASE 7

WILLIAMSON COUNTY, TEXAS

PARCEL 1 - 4.640 ACRES

THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE REMAINDER OF THAT 14.955 ACRE TRACT OF LAND CONVEYED TO STAR GOLF DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NO. 2019027043 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET AT THE NORTHEAST TERMINUS OF WINTERFIELD DRIVE (70-FOOT WIDE RIGHT-OF-WAY PER THE PLAT OF STAR RANCH SECTION 7 PHASE 6 RECORDED IN DOCUMENT NO. 2018045811, OPRWC), BEING ALSO AT THE NORTHWEST CORNER OF LOT C, BLOCK M, AND ALSO BEING ON THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 6, FROM WHICH THE NORTHWEST CORNER OF THE JAMES H. NEILEY SURVEY, ABSTRACT NO. 485 BEARS APPROXIMATELY S61°47'46"W A DISTANCE OF 1984 FEET;

THENCE ALONG THE WEST AND NORTH LINES OF SAID 14.955 ACRE TRACT AND ACROSS THE REMAINDER OF THAT 325.34 ACRE TRACT CONVEYED TO TACK DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2008092900, OPRWC, THE FOLLOWING FIVE (5) COURSES:

1. N02°51'10"W A DISTANCE OF 324.97 FEET TO A 1/2" IRON ROD SET;
2. N42°08'50"E A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD SET;
3. N87°08'50"E A DISTANCE OF 239.90 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
4. EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 434.70 FEET, HAVING A RADIUS OF 955.50 FEET, A CENTRAL ANGLE OF 26°03'59", AND A CHORD BEARING S79°49'10"E, 430.96 FEET TO A 1/2" IRON ROD SET;
5. S66°47'11"E A DISTANCE OF 519.40 FEET TO A 1/2" IRON ROD SET AT A NORTHERLY ELL CORNER OF THAT 7.182 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY BY DEED RECORDED IN DOCUMENT NO. 2019027044, OPRWC, BEING AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG THE NORTHWESTERLY LINES OF SAID 7.182 ACRE TRACT AND ACROSS SAID 14.955 ACRE TRACT, THE FOLLOWING TWELVE (12) COURSES:

1. EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 38.68 FEET, HAVING A RADIUS OF 1545.00 FEET, A CENTRAL ANGLE OF 01°26'03", AND A CHORD BEARING S67°30'12"E, 38.67 FEET TO A 1/2" IRON ROD SET;
2. S24°41'08"E A DISTANCE OF 27.55 FEET TO A 1/2" IRON ROD SET;
3. S18°50'58"W A DISTANCE OF 66.37 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
4. SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 36.43 FEET, HAVING A RADIUS OF 1470.00 FEET, A CENTRAL ANGLE OF 01°25'11", AND A CHORD BEARING S19°33'33"W, 36.43 FEET TO A 1/2" IRON ROD SET;
5. S66°56'11"W A DISTANCE OF 27.65 FEET TO A 1/2" IRON ROD SET;
6. N66°47'11"W A DISTANCE OF 566.77 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
7. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 370.78 FEET, HAVING A RADIUS OF 815.00 FEET, A CENTRAL ANGLE OF 26°03'59", AND A CHORD BEARING N79°49'10"W, 367.59 FEET TO A 1/2" IRON ROD SET;
8. S87°08'50"W A DISTANCE OF 29.01 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
9. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 21.03 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°11'23", AND A CHORD BEARING N68°45'28"W, 20.41 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
10. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 162.65 FEET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 186°22'46", AND A CHORD BEARING S42°08'50"W, 99.85 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
11. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 21.03 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°11'23", AND A CHORD BEARING S26°56'51"E, 20.41 FEET TO A 1/2" IRON ROD SET;
12. S02°51'10"E A DISTANCE OF 123.57 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST TERMINUS OF FINSTOWN STREET (50-FOOT WIDE RIGHT-OF-WAY PER THE PLAT OF SAID STAR RANCH SECTION 7 PHASE 6), BEING ALSO AT THE NORTHEAST CORNER OF LOT 26, BLOCK M AND ON THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 6;

THENCE S87°08'50"W ALONG THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 6 AND ALONG THE SOUTH LINE OF SAID 14.955 ACRE TRACT, A DISTANCE OF 150.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 4.640 ACRES, MORE OR LESS.
ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NO. R584442.

PARCEL 2 - 3.133 ACRES

THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE REMAINDER OF THAT 14.955 ACRE TRACT OF LAND CONVEYED TO STAR GOLF DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NO. 2019027043 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET ON THE SOUTH LINE OF SAID 14.955 ACRE TRACT FOR THE NORTHWEST TERMINUS OF ELM PARK STREET (60-FOOT WIDE RIGHT-OF-WAY PER THE PLAT OF STAR RANCH SECTION 7 PHASE 6 RECORDED IN DOCUMENT NO. 2018045811, OPRWC), BEING ALSO AT THE NORTHEAST CORNER OF LOT 19, BLOCK N, BEING ALSO ON THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 6, BEING ALSO AT A WESTERLY ELL CORNER OF THAT 7.182 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY BY DEED RECORDED IN DOCUMENT NO. 2019027044, OPRWC;

THENCE ALONG THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 6 AND ALONG THE SOUTH LINE OF SAID 14.955 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES:

1. N62°43'34"W A DISTANCE OF 460.73 FEET TO A 1/2" IRON ROD SET;
2. N67°22'49"W A DISTANCE OF 54.39 FEET TO A 1/2" IRON ROD SET;
3. N67°22'01"W A DISTANCE OF 67.31 FEET TO A 1/2" IRON ROD SET;
4. N69°59'19"W A DISTANCE OF 67.48 FEET TO A 1/2" IRON ROD SET;
5. N76°07'52"W A DISTANCE OF 68.61 FEET TO A 1/2" IRON ROD SET;
6. N82°52'18"W A DISTANCE OF 80.71 FEET TO A 1/2" IRON ROD SET;
7. S02°51'10"E A DISTANCE OF 30.59 FEET TO A 1/2" IRON ROD SET;
8. S87°08'50"W A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET ON THE EAST LINE OF FINSTOWN DRIVE (50-FOOT WIDE RIGHT-OF-WAY PER THE PLAT OF SAID STAR RANCH SECTION 7 PHASE 6), BEING THE NORTHWEST CORNER OF LOT 4, BLOCK N OF SAID STAR RANCH SECTION 7 PHASE 6;

THENCE N02°51'10"W ALONG THE EAST LINE OF SAID FINSTOWN DRIVE, CONTINUING ALONG THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 6, AND CONTINUING ALONG THE SOUTH LINE OF SAID 14.955 ACRE TRACT, A DISTANCE OF 10.00 FEET TO THE NORTHEAST TERMINUS OF FINSTOWN DRIVE, BEING AN ANGLE POINT ON THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 6, BEING ALSO A NORTHWESTERLY ELL CORNER OF SAID 7.182 ACRE TRACT;

THENCE ACROSS SAID 14.955 ACRE TRACT AND ALONG THE SOUTHERLY LINE OF SAID 7.182 ACRE TRACT, THE FOLLOWING SEVEN (7) COURSES:

1. N02°51'10"W A DISTANCE OF 129.47 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
2. NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N42°08'50"E, 35.36 FEET TO A 1/2" IRON ROD SET;
3. N87°08'50"E A DISTANCE OF 34.91 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
4. EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 348.03 FEET, HAVING A RADIUS OF 765.00 FEET, A CENTRAL ANGLE OF 26°03'59", AND A CHORD BEARING S79°49'10"E, 345.04 FEET TO A 1/2" IRON ROD SET;
5. S66°47'11"E A DISTANCE OF 567.81 FEET TO A 1/2" IRON ROD SET;
6. S21°41'57"E A DISTANCE OF 28.24 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
7. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 141.67 FEET, HAVING A RADIUS OF 1470.00 FEET, A CENTRAL ANGLE OF 05°31'19" AND A CHORD BEARING S26°32'18"W, 141.62 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 3.133 ACRES, MORE OR LESS.
ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NO. R584479.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT STAR GOLF DEVELOPMENT, INC., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019027043 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "STAR RANCH SECTION 7 PHASE 7".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 1 DAY OF January, 2020.

STAR GOLF DEVELOPMENT, INC., A TEXAS CORPORATION

BY: Timothy Timmerman
TIMOTHY TIMMERMAN, PRESIDENT
STAR GOLF DEVELOPMENT, INC.
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED TIMOTHY TIMMERMAN, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1 DAY OF January, 2020 A.D.

BY: Cristina Cardenas
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Cristina Cardenas

MY COMMISSION EXPIRES: 9-17-2023

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8th DAY OF January, 2020.

Teresa Baker Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

DOUG GAUL, MAYOR DATE ____ LISA L. BROWN, CITY SECRETARY DATE ____

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

ASHBY GRUNDMAN, DIRECTOR OF PLANNING DATE ____

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE DATE ____
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D., AT ____ O'CLOCK, ____M., AND DULY RECORDED THIS 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 AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

Received 01/29/2020



DATE: MAY 2, 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-10015400

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Cottonwood Creek Phase 1 Final Plat, 45.597 acres, more or less, of land, 160 residential lots, located off of CR 199. (Ashley Lumpkin)
Meeting: Regular City Council - 06 Feb 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Cottonwood Creek Phase 1 Final Plat is approximately 45.597 acres of land, with 160 single-family residential lots, 1 amenity lot, 4 open space lots and 14.579 acres of right-of-way.

This plat was originally recorded in 2009. There was a plat vacation processed at the last meeting, and that had to occur before recordation of this plat. The applicant revised the Planned Unit Development, creating an overall better development. There is now more connectivity, a larger dedication of parkland, a mix of uses, and right-of-way dedication for the FM 1660 S expansion.

Current Zoning:

The subject property is zoned PUD with a base zoning of SF-1.

Surrounding Zoning:

North: ETJ

East: ETJ

South: ETJ

West: Cross Creek PUD (SF-1)

Summary of Request:

The proposed Final Plat is comprised of 160 Single-Family Lots, 1 amenity lot, 4 open space lots and has a total acreage of 45.579. Of the 160 lots, 47 are 40 feet wide, 111 are 50 feet wide and 2 are 70 feet wide.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

None at this time.

RECOMMENDATION:

As the Final Plat meets the requirements as adopted within the Unified Development Code, Staff recommends the City Council approve the Final Plat.

ATTACHMENTS:

[\(Res\)CottonwoodCreekPh1FP\(Res\)](#)

[CCPh1FP-Init-Applic\(10-18-19\)](#)

[CCPh1FP-U1-Plat\(11-25-19\)](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "COTTONWOOD CREEK 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 "Cottonwood Creek 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 **6th** day of the month **February, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Appointed City Secretary



PLAT APPLICATION
(PRELIMINARY-FINAL-SHORT FORM-AMENDED)
Must be accompanied by a
Master Application
May 2019

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

PROJECT NAME: Cottonwood Creek Phase I

Number of lots 165 (x \$25 per lot) Total acreage of right-of-way 14.579 (x \$20 per acre) (Not applicable to Short Form Plats)
Total acreage 45.597 Proposed use Single-Family Residential

(Check One) ☐ Preliminary Plat ☒ Final Plat ☐ Short Form Final Plat ☐ Amended Plat

UTILITY SERVICES INFORMATION

Electric service provider Oncor Natural gas/propane provider Atmos
Water service provider City of Hutto Wastewater service provider City of Hutto

Indicate here if the subject property has been approved for: ☐ Private wastewater treatment system or ☐ Septic tank system

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

REQUIRED FOR SUBMITTAL

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

- ☒ Complete Master application and Plat application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Plat drawing size must be at a 1"=100' scale. For smaller parcels use best judgment to ensure scale is legible.
- ☒ (2) 18" x 24" + (2) 11" x 17" + (1) 8 1/2" x 11" paper copies of plat.
- ☒ All submittal documents provided on a CD (disk) or other compatible electronic storage device.
- ☒ Proof of ownership (copy of deed).
- ☒ Written verification from all utility providers that the project is within their service area and the ability to provide services to the development.

N/A Copy of proposed/existing deed restrictions, restrictive covenants or other private limitations.

- ☒ Summary letter declaring the intent for parkland dedication or fee-in-lieu of dedication.

ADDITIONAL REQUIREMENTS FOR PRELIMINARY PLAT:

- ☒ Traffic Impact Analysis (TIA), if applicable.

N/A Significant trees ≥ 2.5" in caliper, height measured to nearest foot and associated root zones shall be shown.

- ☒ Summary letter describing type of street surfacing, drainage and wastewater facilities.

ADDITIONAL REQUIREMENTS FOR FINAL PLAT:

- ☒ Copy of approved preliminary plat.
- ☒ Traffic Impact Analysis (TIA), if applicable.
- ☒ Written approval of all street names from Williamson County 9-I-I Addressing.
- ☒ Copy of drainage study.

ONE OF THE FOLLOWING REQUIRED:

- ☐ Written statement, with professional engineer signature and seal required, that schematic plans and preliminary drainage calculation were submitted with the preliminary plat and no changes have occurred; OR
- ☐ New schematic plans and outline specifications for water, wastewater, paving, and drainage plus calculations for drainage; OR
- ☒ Construction plans and specifications for water, wastewater, paving, and drainage prepared by a registered professional engineer; OR
- ☐ Copy of utility plan.

ADDITIONAL REQUIREMENTS FOR SHORT FORM

- ☐ Copy of approved preliminary plat, if applicable.

ADDITIONAL REQUIREMENTS FOR AMENDED PLAT

- ☐ Copy of recorded final plat being amended.

WAIVER OF RIGHTS ACKNOWLEDGEMENT

- ☒ CHECK HERE IF APPLICANT or AUTHORIZED AGENT WAIVES PROVISIONS OF TLGC §212.009(b). CHECKING THIS BOX ALLOWS THE APPLICATION TO REMAIN UNDER ACTIVE REVIEW WITHOUT REQUIRING A FORMAL WRITTEN REQUEST TO WAIVE SAID PROVISIONS IN THE EVENT THE APPLICANT CAN NOT ADDRESS ALL CITY REVIEW COMMENTS PRIOR TO 10 DAYS BEFORE A SCHEDULED MEETING, ACCORDING TO THE POSTED SUBMITTAL SCHEDULE, FOR COMMISSION(S) AND/OR CITY COUNCIL. THE ALTERNATIVE IS THE APPLICATION PROCEEDS TO COMMISSION(S) AND/OR CITY COUNCIL WITH A STAFF RECOMMENDATION OF DISAPPROVAL.

FOR DEPARTMENT USE ONLY:

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



MASTER APPLICATION

Must accompany all application types

Unless otherwise indicated

February 2016

City of Hutto Development Services
210 US 79 East #103 Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4022 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Cottonwood Creek Phase 1 APPLICATION TYPE Construction Plan/Final Plat

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

Name: Timothy M. Holland, P.E.
Company Name: BGE, Inc.
Address: 1701 Directors Blvd., Suite 1000 Austin, TX 78744
Phone: (512) 879-0433 Email: tholland@bgeinc.com

PROPERTY INFORMATION

Address: _____
Legal Description: Lot(s) _____ Block _____ Subdivision _____
Deed Reference: Volume _____ Page(s) _____ or Document No. 2003066617
City Limits or ETJ: City _____ Current Zoning District: PUD

PROPERTY OWNER INFORMATION

Name: Hutto 372, LTD
Company Name: _____
Address: 3839 Bee Caves Rd, Suite 204 Westlake Hills, TX 78746
Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

John C. Lewis
Property Owner Signature

John C. Lewis
Property Owner Printed Name

5-13-19
Date

THE STATE OF TEXAS

COUNTY OF Texas

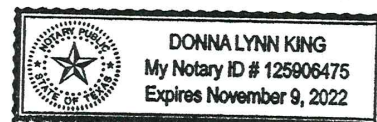
Before me, the undersigned authority, on this day personally appeared John C. Lewis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 13th day of May, 2019 A.D.

Donna Lynn King
Notary Public Signature

Donna Lynn King
Notary Public Printed Name

(Seal)



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

PLAT APPLICATION

REVIEW CRITERIA

- ☐ The subdivision does not "cut away" a non-conforming use from an adjacent lot to increase its lifespan.
- ☐ The subdivision is compatible with existing and permitted land uses in the surrounding area.
- ☐ The subdivision preserves and/or enhances the character of Hutto.

ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY / FINAL / SHORT FORM PLATS:

- ☐ The newly created parcels will meet minimum lot size standards and minimum access standards.

ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY / FINAL PLATS:

- ☐ A preliminary plat and final plat may not be submitted simultaneously.

ADDITIONAL REVIEW CRITERIA FOR PRELIMINARY PLATS:

- ☐ Subdivision improvements plans may not be submitted without an approved preliminary plat.

ADDITIONAL REVIEW CRITERIA FOR FINAL PLATS:

- ☐ Subdivision improvements plans may be submitted concurrently, but not without, a final plat.

ADDITIONAL REVIEW CRITERIA FOR SHORT FORM PLATS:

- ☐ New streets are not required.
- ☐ Off-site improvements are not required.
- ☐ Drainage improvements are not required.
- ☐ A preliminary plat is not required for a short form plat.

ADDITIONAL REVIEW CRITERIA FOR AMENDED PLATS:

- ☐ New lots will not be created.
- ☐ Resulting lots meet the required minimum lot size and lot width of the underlying zoning district. If existing plat is non-conforming, amending the plat shall not increase non-conformity.
- ☐ It shall not create a non-conforming setback for any existing buildings.
- ☐ Access, drainage, utility easements or right-of way serving the property or other properties in the area will not be adversely affected.
- ☐ Covenants and deed restrictions applied to the original plat convey to the amended plat. This shall be noted on the plat.
- ☐ "Quitclaiming" land to an adjacent property owner without approval by formal subdivision review is prohibited.

PLAT CONTENT REQUIREMENTS

- ☐ Proposed name of development. Cannot be the same as any other subdivision within Williamson County.
- ☐ Name and contact information of developer, owner of record, and authorized agent (engineer, consultant, etc).
- ☐ Location map drawn at a scale of 1" = 2,000' showing the area within a one mile radius of site.
- ☐ Date, scale, north indicator, and page numbers on each page.
- ☐ Total number of blocks and lots, and label each lot number and all blocks.
- ☐ Acreage of total site, lots and right-of-way.
- ☐ Dimensions for front, side and rear lot lines, identify building setback lines as dashed lines or as plat note.
- ☐ Identify adjacent city limit, ETJ or County line.
- ☐ Owner's name, deed or plat reference and property lines of all adjacent properties.
- ☐ Surveyor: signature and seal.
- ☐ Engineer: signature and seal.
- ☐ Show all appropriate signature blocks: owner(s), lien holders, etc.
- ☐ Location, bearings, dimensions, and widths of all proposed/existing/dedicated streets, alleys, railroads or easements.
- ☐ Locations, dimensions, names and descriptions of all existing/proposed streets, alleys, parks, open space, blocks, lots, reservations, easements and right-of way.
- ☐ Locations, dimensions and holders of all existing/proposed easements, right-of-way and utilities within, intersecting or contiguous with the subdivision.
- ☐ Survey ties across existing right-of-way.

ADDITIONAL CONTENT REQUIREMENTS FOR PRELIMINARY PLATS:

- ☐ Topography lines at the following intervals: slope < 5% use 1' intervals; slope = 5% to 10% use 2' intervals; slope > 10% use 5' intervals.
- ☐ Location of existing hydrologic and topographic features.
- ☐ Label proposed and existing arterial and collector streets – show right-of-way
- ☐ Location of areas subject to flooding, especially in the 100-yr flood plain, shown as drainage easement.

ADDITIONAL CONTENT REQUIREMENTS FOR PRELIMINARY / FINAL PLATS:

- ☐ Street names and linear feet of new of new streets.
- ☐ Location of centerline in watercourses, creeks and drainage structures.
- ☐ Summary letter describing type of street surfacing, drainage and wastewater facilities.
- ☐ Copy of completed LOMA/CLOMAR/LOMAR as required.

PLAT APPLICATION

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL PLATS:

- ☐ Dedication of all streets, alleys, parks, easements and other land intended for public use, signed by the owner(s) and by all other persons, firms or corporations owning an interest in the property (notarized).
- ☐ Show regulatory 100-year floodplain as per FEMA, use FEMA panel reference on plan and dedicate as drainage easement.

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL / SHORT FORM PLATS:

- ☐ Location of sidewalks for each street, shown as dotted line inside the proposed right-of-way lines or by plat note.

ADDITIONAL CONTENT REQUIREMENTS FOR FINAL / SHORT FORM / AMENDED PLATS:

- ☐ Label usage of all lots within the subdivision if not intended to be for single-family use.
- ☐ Complete curve data (delta, arc length, radius, tangent, point of curve, point of reverse curve, point of tangent, long chord with bearing) between all lot corner pins.
- ☐ Bearings and distances of the land being subdivided.
- ☐ For ETJ plats: Signature on plat of the Williamson County and Cities Health District for projects utilizing individual on-site wastewater (septic) systems.

REQUIRED PLAT NOTES (AS THEY APPLY)

- ☐ No building, fencing, landscaping or structures are allowed within any drainage easement unless expressly permitted by the City of Hutto.
- ☐ Building setback lines shall conform to UDC requirements.
- ☐ A 5' P.U.E. is hereby dedicated along and adjacent to all street side property lines.
- ☐ A 5' P.U.E. is hereby dedicated on each side of all rear lot lines.
- ☐ A 3' P.U.E. is hereby dedicated on each side of all interior side lot lines.
- ☐ No lot in this subdivision shall be occupied until connection is made to public water and wastewater utilities.
- ☐ Street lighting shall be provided by the developer in conformance with the UDC requirements.
- ☐ Sidewalks shall be constructed on both sides of all streets within and bounding this subdivision.
- ☐ Water and wastewater service for this subdivision will be available through the City of Hutto after the appropriate water and wastewater system improvements are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
- ☐ 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 $\frac{1}{2}$ " per foot for a distance of at least 10 feet.
- ☐ Utility providers for this development are:
 - Water: _____
 - Wastewater: _____
 - Electric: _____
 - Gas (Natural or Propane): _____
- ☐ There are /are no (select one) areas within the boundaries of this subdivision in the 100-year floodplain as defined by FIRM Map Number _____, effective date of _____.
- ☐ Amenity, open space and greenlink lots will be owned and maintained by the Homeowners Association.
- ☐ Greenlink lots shall be developed in conformance with the UDC.
- ☐ This subdivision will be zoned: _____.

ADDITIONAL NOTES FOR RESIDENTIAL PLATS:

- ☐ All lots in this subdivision are restricted to single family residential use, unless otherwise indicated.
- ☐ The maximum impervious coverage per residential lot is ____%.

ADDITIONAL NOTES FOR COMMERCIAL PLATS:

- ☐ The maximum impervious coverage per non-residential lot is ____%.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled public meeting date (Preliminary Plat).
- ☐ Staff review, comments issued, applicant submits update addressing all comments (step may repeat).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.
- ☐ Documents are to be recorded with the Williamson County Clerk, fees may apply. (not Preliminary Plats).

HUTTO 372, LTD.
REMAINDER OF A
CALLED 367.15 ACRES
(EXHIBIT "A")
DOC. NOS. 2003097296, 2003097297
& 2003097298 O.P.R.W.C.

MYRON THOMAS JOHNSTON, II
A 17.0% INTEREST IN
A CALLED 46.2 ACRES
DOC. NO. 2011057142 O.P.R.W.C.

LESCHBER INVESTMENTS, LP
A 5/6 INTEREST IN
A CALLED 46.14 ACRES
DOC. NO. 2010007503 O.P.R.W.C.

FM 1660

US-79

CR 132

CR 199

CR 134

CR 135

CR 137

CR 163

FM 1660

CARL STERN DRIVE

US-79

CR 132

SUBJECT TRACT

N

VICINITY MAP
NOT TO SCALE

BENCHMARKS:

BRANSON BLVD. (80' R.O.W.)

LOT DATA:

Lot #	Bearing	Distance
1	OPEN SPACE	
2	N 74°55'57" E	245.00'
3	N 74°55'57" E	245.00'
4	N 74°55'57" E	245.00'
5	N 74°55'57" E	245.00'
6	N 74°55'57" E	245.00'
7	N 74°55'57" E	245.00'
8	N 74°55'57" E	245.00'
9	N 74°55'57" E	245.00'
10	N 74°55'57" E	245.00'
11	N 74°55'57" E	245.00'
12	N 74°55'57" E	245.00'
13	N 74°55'57" E	245.00'
14	N 74°55'57" E	245.00'
15	N 74°55'57" E	245.00'
16	N 74°55'57" E	245.00'
17	N 74°55'57" E	245.00'
18	N 74°55'57" E	245.00'
19	N 74°55'57" E	245.00'
20	N 74°55'57" E	245.00'

ADJACENT TRACTS:

- COVENTRY DR. (60' ROW)** (East boundary)
- ARNAPAGE DR. (50' ROW)** (West boundary)

This is a detailed plat map of a portion of the City of St. Louis, Missouri. The map shows a grid of lots, with lot numbers 1 through 17 clearly visible. The streets shown include Wolsley Dr. and several others. The map includes precise survey measurements, such as bearings and distances, for the boundaries of the lots. A north arrow is located in the upper right corner of the map. The map is titled "PLAT MAP OF A PORTION OF THE CITY OF ST. LOUIS, MISSOURI" and is dated "1907".

Lot Numbers and Measurements:

- Lot 16:** 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 17:** 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 18:** 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 19:** 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 20:** 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 21:** 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 22:** 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 23:** 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 24:** 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 25:** 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 26:** 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 27:** 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 28:** 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 29:** 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 30:** 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 31:** 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 32:** 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 33:** 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 34:** 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 35:** 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 36:** 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 37:** 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 38:** 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 39:** 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 40:** 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 41:** 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 42:** 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 43:** 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 44:** 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 17
- Lot 45:** 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14,

LEGEND

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	160	25.543 AC.
AMENITY LOT	1	2.225 AC.
OPEN SPACE	4	3.250 AC.
RIGHT-OF-WAY	1	14.579 AC.
TOTAL	166	45.597 AC.

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL
ZONE 4203, NAD83. DISTANCES SHOWN
HEREON ARE IN SURFACE AND CAN BE
CONVERTED TO GRID BY DIVIDING BY THE
COMBINED SCALE FACTOR = 1.0001097659

Received 11/25/19



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 10106502

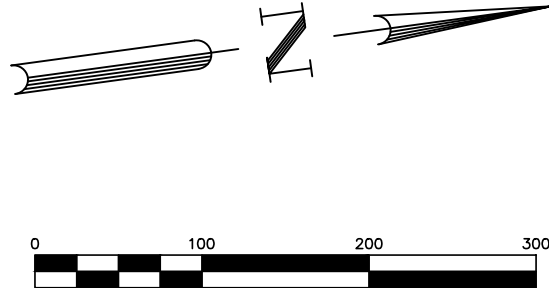
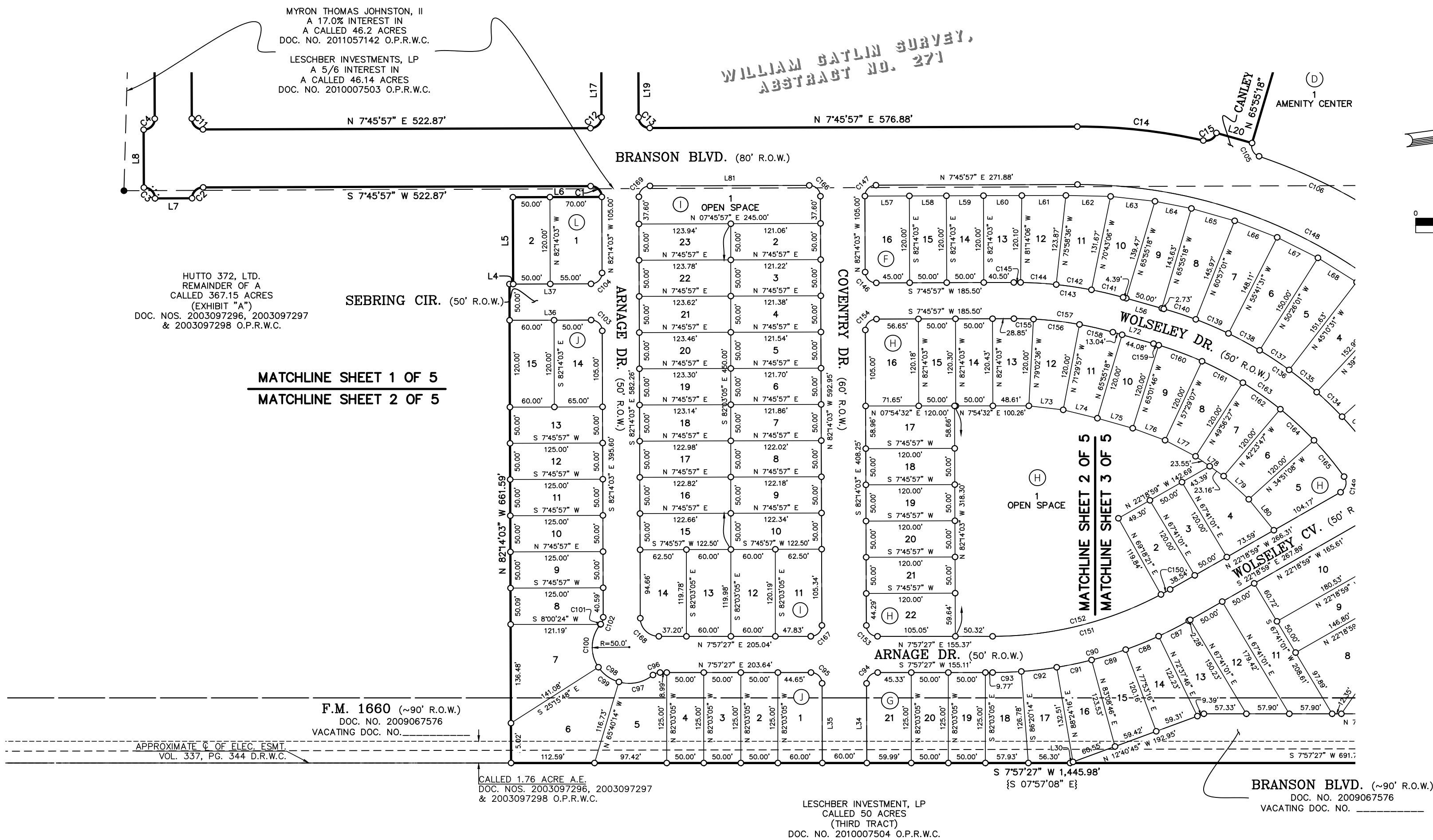
SHEET 1 OF 5

FINAL PLAT

COTTONWOOD PHASE 1

A SUBDIVISION OF 45.597 ACRES OF LAND
LOCATED IN THE
WILLIAM GATLIN SURVEY, ABSTRACT NO. 271
WILLIAMSON COUNTY, TEXAS

G:\TWC\Projects\Jenna\7131-00-Cottonwood\PH1\06_Survey\04_Final\Drawings\7131-00_Cottonwood Phase 1 Plat\7131-00_Cottonwood_PH1_Plat_R2.dwg, 11/21/2019 8:47 AM, mmlisk, 1:1



LEGEND

- | | |
|------------|---|
| DOC. | DOCUMENT |
| D.R.W.C. | DEED RECORDS OF WILLIAMSON COUNTY |
| ELEC. | ELECTRIC |
| ESMT. | EASEMENT |
| NO. | NUMBER |
| NOS. | NUMBERS |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY |
| O.R.W.C. | OFFICIAL RECORDS OF WILLIAMSON COUNTY |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT-OF-WAY |
| VOL. | VOLUME |
| () | RECORD INFORMATION FOR DOC. NOS. 2003097296, 2003097297 & 2003097298 O.P.R.W.C. |
| [] | RECORD INFORMATION FOR DOC. NO. 2010007503 O.P.R.W.C. |
| { } | RECORD INFORMATION FOR DOC. NO. 2009067576 O.P.R.W.C. |
| ~ | RECORD INFORMATION FOR DOC. NO. 2018105406 O.P.R.W.C. |
| + | FOUND 1/2" IRON ROD |
| + | SET 1/2" IRON ROD W/CAP STAMPED "BGE INC" |
| + | BENCHMARK |

FINAL PLAT
COTTONWOOD PHASE 1

A SUBDIVISION OF 45.597 ACRES OF LAND
LOCATED IN THE
WILLIAM GATLIN SURVEY, ABSTRACT NO. 271
WILLIAMSON COUNTY, TEXAS

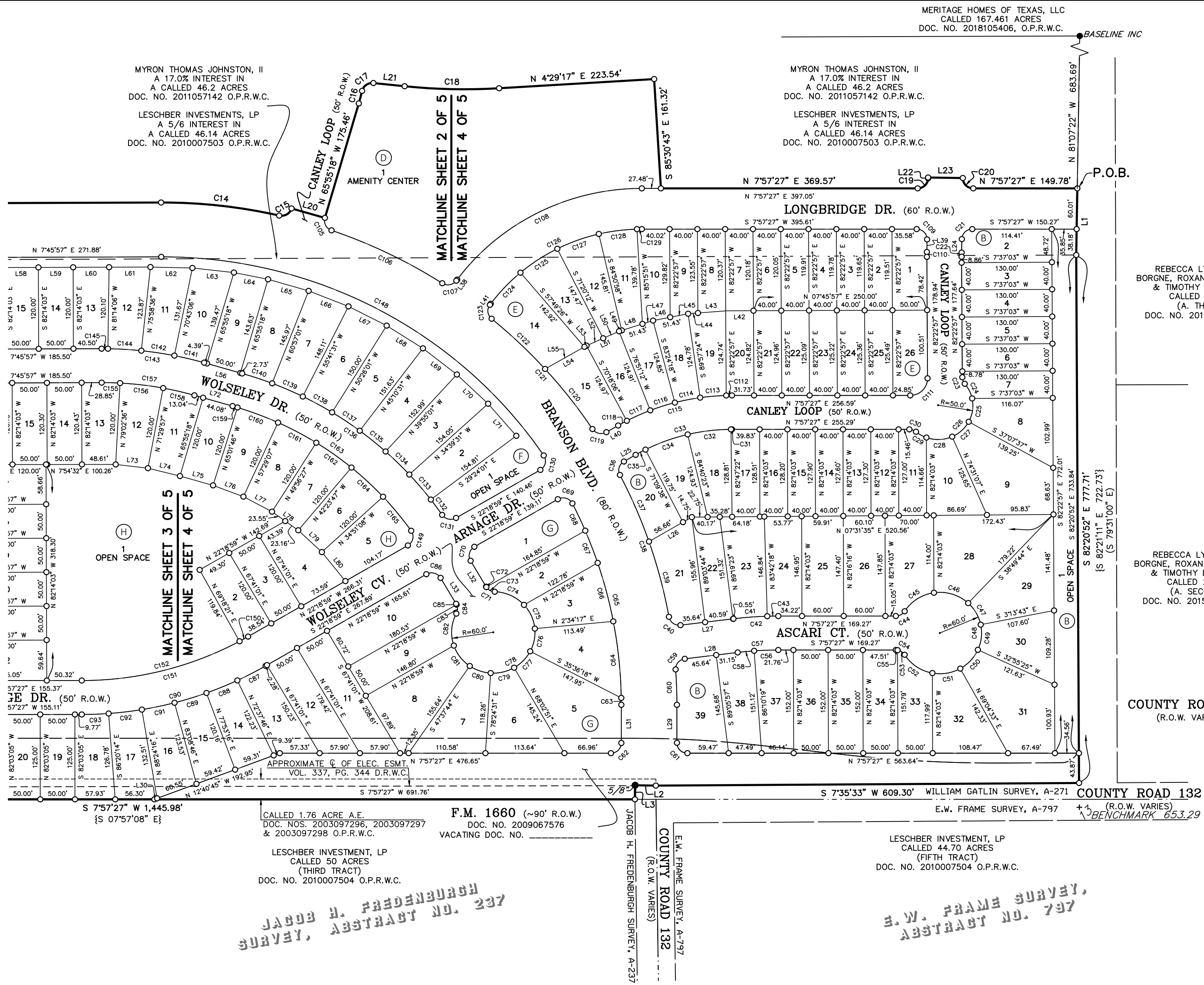
JACOB H. FREDENBURGH
SURVEY, ABSTRACT NO. 237

Received 11/25/19



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Lemna\7131-00_Cottonwood Phase 1 Plat\7131-00_Cottonwood_Ph1_Plat_R2.dwg, 11/21/2019 8:47 AM, mmlsldk, 1:1



FINAL PLAT
COTTONWOOD PHASE 1

A SUBDIVISION OF 45.597 ACRES OF LAND
LOCATED IN THE
WILLIAM GATLIN SURVEY, ABSTRACT NO. 271
WILLAMSON COUNTY, TEXAS

Received 11/25/19



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SHEET **3** OF **5**

G:\TWC\Projects\Lennar\7131-00-Cottonwood_Ph1\06_Survey\04_Final\Drawings\7131-00-Cottonwood_Ph1_R2.dwg, 11/21/2019 8:47 AM, mmslisk, 1:1

R – RESIDENTIAL O/S – OPEN SPACE A/C – AMENITY CENTER

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	L	8,352	R
2	L	6,000	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	I	12,790	O/S
2	I	6,057	R
3	I	6,065	R
4	I	6,073	R
5	I	6,081	R
6	I	6,089	R
7	I	6,097	R
8	I	6,105	R
9	I	6,113	R
10	I	6,121	R
11	I	7,492	R
12	I	7,205	R
13	I	7,193	R
14	I	7,324	R
15	I	6,129	R
16	I	6,137	R
17	I	6,145	R
18	I	6,153	R
19	I	6,161	R
20	I	6,169	R
21	I	6,177	R
22	I	6,185	R
23	I	6,193	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	J	7,427	R
2	J	6,250	R
3	J	6,250	R
4	J	6,250	R
5	J	9,332	R
6	J	12,515	R
7	J	11,262	R
8	J	6,282	R
9	J	6,250	R
10	J	6,250	R
11	J	6,250	R
12	J	6,250	R
13	J	6,250	R
14	J	7,752	R
15	J	7,200	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	F	22,275	O/S
2	F	8,505	R
3	F	8,449	R
4	F	8,374	R
5	F	8,281	R
6	F	8,172	R
7	F	8,048	R
8	F	7,873	R
9	F	7,077	R
10	F	7,296	R
11	F	6,877	R
12	F	6,533	R
13	F	6,084	R
14	F	6,000	R
15	F	6,000	R
16	F	7,152	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	G	9,950	R
2	G	7,104	R
3	G	7,329	R
4	G	8,980	R
5	G	13,719	R
6	G	9,054	R
7	G	8,869	R
8	G	10,881	R
9	G	8,058	R
10	G	10,918	R
11	G	9,701	R
12	G	8,241	R
13	G	7,249	R
14	G	6,485	R
15	G	6,523	R
16	G	6,889	R
17	G	7,029	R
18	G	6,675	R
19	G	6,250	R
20	G	6,250	R
21	G	7,474	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	H	79,630	O/S
2	H	6,118	R
3	H	6,000	R
4	H	7,442	R
5	H	8,108	R
6	H	6,581	R
7	H	6,581	R
8	H	6,581	R
9	H	6,581	R
10	H	6,066	R
11	H	6,433	R
12	H	6,581	R
13	H	6,255	R
14	H	6,018	R
15	H	6,012	R
16	H	8,556	R
17	H	7,057	R
18	H	6,000	R
19	H	6,000	R
20	H	6,000	R
21	H	6,000	R
22	H	7,085	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	B	26,878	O/S
2	B	6,321	R
3	B	5,200	R
4	B	5,200	R
5	B	5,200	R
6	B	5,200	R
7	B	4,978	R
8	B	8,164	R
9	B	12,605	R
10	B	7,051	R
11	B	4,939	R
12	B	5,086	R
13	B	5,098	R
14	B	5,110	R
15	B	5,122	R
16	B	5,134	R
17	B	5,227	R
18	B	6,242	R
19	B	6,115	R
20	B	6,157	R
21	B	8,027	R
22	B	6,183	R
23	B	8,426	R
24	B	7,616	R
25	B	8,823	R
26	B	8,865	R
27	B	9,281	R
28	B	13,787	R
29	B	10,528	R
30	B	7,847	R
31	B	13,143	R
32	B	9,031	R
33	B	6,594	R
34	B	7,600	R
35	B	7,600	R
36	B	7,600	R
37	B	7,794	R
38	B	7,586	R
39	B	9,251	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	D	96,926	A/C

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	E	5,937	R
2	E	4,783	R
3	E	4,789	R
4	E	4,794	R
5	E	4,799	R
6	E	4,805	R
7	E	4,811	R
8	E	4,878	R
9	E	5,045	R
10	E	5,853	R
11	E	6,180	R
12	E	6,830	R
13	E	6,784	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	I	12,790	O/S
2	I	6,057	R
3	I	6,065	R
4	I	6,073	R
5	I	6,081	R
6	I	6,089	R
7	I	6,097	R
8	I	6,105	R
9	I	6,113	R
10	I	6,121	R
11	I	7,492	R
12	I	7,205	R
13	I	7,193	R
14	I	7,324	R
15	I	6,129	R
16	I	6,137	R
17	I	6,145	R
18	I	6,153	R
19	I	6,161	R
20	I	6,169	R
21	I	6,177	R
22	I	6,185	R
23	I	6,193	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	J	7,427	R
2	J	6,250	R
3	J	6,250	R
4	J	6,250	R
5	J	9,332	R
6	J	12,515	R
7	J	11,262	R
8	J	6,282	R
9	J	6,250	R
10	J	6,250	R
11	J	6,250	R
12	J	6,250	R
13	J	6,250	R
14	J	7,752	R
15	J	7,200	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	F	22,275	O/S
2	F	8,505	R
3	F	8,449	R
4	F	8,374	R
5	F	8,281	R
6	F	8,172	R
7	F	8,048	R
8	F	7,873	R
9	F	7,077	R
10	F	7,296	R
11	F	6,877	R
12	F	6,533	R
13	F	6,084	R
14	F	6,000	R
15	F	6,000	R
16	F	7,152	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	G	9,950	R
2	G	7,104	R
3	G	7,329	R
4	G	8,980	R
5	G	13,719	R
6	G	9,054	R
7	G	8,869	R
8	G	10,881	R
9	G	8,058	R
10	G	10,918	R
11	G	9,701	R
12	G	8,241	R
13	G	7,249	R
14	G	6,485	R
15	G	6,523	R
16	G	6,889	R
17	G	7,029	R
18	G	6,675	R
19	G	6,250	R
20	G	6,250	R
21	G	7,474	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	H	79,630	O/S
2	H	6,118	R
3	H	6,000	R
4	H	7,442	R
5	H	8,108	R
6	H	6,581	R
7	H	6,581	R
8	H	6,581	R
9	H	6,581	R
10	H	6,066	R
11	H	6,433	R
12	H	6,581	R
13	H	6,255	R
14	H	6,018	R
15	H	6,012	R
16	H	8,556	R
17	H	7,057	R
18	H	6,000	R
19	H	6,000	R
20	H	6,000	R
21	H	6,000	R
22	H	7,085	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	B	26,878	O/S
2	B	6,321	R
3	B	5,200	R
4	B	5,200	R
5	B	5,200	R
6	B	5,200	R
7	B	4,978	R
8	B	8,164	R
9	B	12,605	R
10	B	7,051	R
11	B	4,939	R
12	B	5,086	R
13	B	5,098	R
14	B	5,110	R
15	B	5,122	R
16	B	5,134	R
17	B	5,227	R
18	B	6,242	R
19	B	6,115	R
20	B	6,157	R
21	B	8,027	R
22	B	6,183	R
23	B	8,426	R
24	B	7,616	R
25	B	8,823	R
26	B	8,865	R
27	B	9,281	R
28	B	13,787	R
29	B	10,528	R
30	B	7,847	R
31	B	13,143	R
32	B	9,031	R
33	B	6,594	R
34	B	7,600	R
35	B	7,600	R
36	B	7,600	R
37	B	7,794	R
38	B	7,586	R
39	B	9,251	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	D	96,926	A/C

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	E	5,937	R
2	E	4,783	R
3	E	4,789	R
4	E	4,794	R
5	E	4,799	R
6	E	4,805	R
7	E	4,811	R
8	E	4,878	R
9	E	5,045	R
10	E	5,853	R
11	E	6,180	R
12	E	6,830	R
13	E	6,784	R

LOT AREA TABLE			
LOT	BLOCK	SQ. FT.	TYPE
1	H	79,630	O/S
2	H	6,118	R
3	H	6,000	R
4	H	7,442	R
5	H	8,108	R
6	H	6,581	R
7	H	6,581	R
8	H	6,581	R
9	H	6,581	R
10	H	6,066	R
11	H	6,433	R
12	H	6,581	R
13	H	6,255	R
14	H	6,018	R
15	H	6,012	R
16	H	8,556	R
17	H	7,057	R
18	H	6,000	R
19	H	6,000	R
20	H	6,000	R
21	H	6,000	R
22	H	7,085	R

3	H	6,000	R
4	H	7,442	R
5	H	8,108	R
6	H	6,581	R
7	H	6,581	R

7T 10 7T 2612

C:\X\C\Projects\Lennar\7131-00-Cottonwood_PH1_06_Survey\04_Finals\Drawings\7131-00_Cottonwood_Ph1_Plat_R2.dwg, 11/21/2019 8:48 AM, mmisiak, 1:

The seal is an octagonal emblem with a decorative border. The text "STATE OF TEXAS" is at the top, "REGISTERED" is below it with a star in the center. The name "JONATHAN O. NOBLES" is written across the middle, and "5777" is below the name. At the bottom, it says "PROFESSIONAL LAND SURVEYOR".

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RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS “COTTONWOOD CREEK 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 “Cottonwood Creek 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 **6th** day of the month **February, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary



**CITY COUNCIL
MEETING MINUTES
JANUARY 2, 2020**

A Special Session of the City Council of Hutto, Texas was held on the 2nd day of January 2, 2020, in the Council Chambers, City Hall, 500 W. Live Oak, Hutto, TX 78634, for which proper notice was given.

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 Scott Rose, Councilmember Mike Snyder, Councilmember Peter Gordon, Councilmember Patti Martinez and Councilmember Tanner Rose.

Members of staff that were present were Charles W. Daniels, Interim City Manager; Byron Frankland, Assistant City Manager; Paul Hall, Chief of Police; 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 Jonathan Robles, Hutto Police Chaplain.

CITY COUNCIL COMMENTS

Mayor Gaul welcomed Interim City Manager Charles W. Daniels.

PUBLIC COMMENTS

Robin Sutton of 505 East Street shared that Tuesday's night was interesting. There seems to be a theme that Council is making decisions without proper information. She would also like to see the design plans and traffic studies for Perfect Game.

PRESENTATIONS

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

No Council action was taken.

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)

Motion: Mayor Pro-tem Hines made a motion to approve items 8.A through 8.D on the Consent Agenda. 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 unanimously by 7 ayes, 0 nay.

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)

Motion: Councilmember Martinez made a motion to accept Resolution No. R 20-0102-9A as written. 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 unanimously by 7 ayes, 0 nay.

9.B. Discussion and possible action of the Covered Bridge Development Project (Jessica Geray).

Jorde Matthews, resident of Lakeside Estates, shared his general concerns. Explained that this is really messy, and residents would like to know what is being built. Appreciated the efforts made by the developer.

John Klein 433 Little Lake Road shared he is still confused on the action that could possibly be taken regarding the item. Asked if any action is to be taken on this item and asked for an outline on the process.

Krystle Kinsey echoed Mr. Klein's comments. The documents are still being discussed and shared that this is still confusing. She has hope that a Senior Living Facility may be included but wants to see it contradicted.

No Council action was taken.

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).

Krystle Kinsey requested that the slides to be included in the packet. She asked if approving the PID locked in density and for clarity.

Jon Klein asked additional questions regarding the PID process and if it is an economic incentive. He was concerned that this process is an open check book and would like to see how this is done. He requested additional information regarding the wastewater line.

Jorde Matthews stated his concerns with this project.

Motion: Councilmember Scott Rose made a motion to deny authorization and the creation of the Covered Bridge Public Improvement District within the City of Hutto Pursuant to Chapter 372 of the Texas Local Government Code. Councilmember Martinez seconded the motion.

Vote:

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

Action: The motion passed by 4 ayes, 3 nays

- 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)

Motion: Mayor Pro-tem Hines made a motion to approve Resolution No. R 20-01-02-9D to authorize the Assistant City Manager to sign a wastewater agreement between the City of Hutto and Kelly Lane Utility Company. 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 unanimously by 7 ayes, 0 nay.

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

Motion: Councilmember Tanner Rose made a motion to approve Resolution No. 20-01-02-9E as presented and to request staff to bring back an ordinance to provide for criminal penalties for the misuse of recordings for the closed session and to provide for a records retention for 10 years. 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

OTHER BUSINESS

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

No Council action was taken.

10.B. Update on Bond Road Projects. (Samuel Ray)

No Council action was taken.

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)

Motion: Councilmember Martinez made a motion to table action relating to Co-Op Blvd and Jim Cage Lane intersections until 1660 South is complete and a traffic study is done. 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 unanimously by 7 ayes, 0 nay.

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

Motion: Councilmember Martinez made a motion to bring back an RFP for a search firm. Mayor Gaul 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 unanimously by 7 ayes, 0 nay

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

Motion: Councilmember Snyder made a motion to update the alarm permit ordinance to remove renewal fees and double check the references in this ordinance are the proper ordinances. 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 unanimously by 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*, 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.

There was no Executive Session held. The item was discussed in open session. No Council action was taken.

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 11:40 p.m. on Thursday, January 2, 2020.

Respectfully submitted,

CITY OF HUTTO

Doug Gaul, Mayor

ATTEST:

City Secretary

These minutes were approved on _____, 2020.

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution authorizing the Interim City Manager to negotiate and execute a Development Agreement by the City of Hutto for the development of the Wilco Ranch Project. (Ashley Lumpkin)
Meeting: Regular City Council - 06 Feb 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Wilco Ranch is a proposed single-family residential development within the extra-territorial jurisdiction (ETJ) located at the intersection of Limmer Loop and Ed Schmidt (CR 119). There are two tracts involved in this development. The 23.52 acre tract has a signed executed Development Agreement in Lieu of Annexation, and therefore upon development they are required to voluntarily annex. The second 65 tract has an approved Preliminary Plat through Williamson County for a single-family subdivision, and therefore the development pattern on the tract is considered vested, despite non-conformity with Hutto's Future Land Use Map.

The purpose of the development agreement is to formalize the existing non-conforming conditions within the development and to provide predictability within the review process for the smaller lots, including setbacks, garage frontage percentages, and a smaller right-of-way width as already approved within the county. In addition, the development agreement will clarify wastewater service and sets forth submittal requirements for an expanded scope traffic impact analysis. A voluntary annexation of the properties is also on this agenda, setting the SF-1, Single-family Village standards.

In essence, the rationale for the Development Agreement, subsequent annexation, zoning, and development of the property is to bring an additional 457 single-family lots into the city that would have otherwise developed outside of Hutto's jurisdiction.

FINANCIAL IMPACT:

Adding in approximately 450 homes to the City's wastewater service.

POLICY IMPLICATIONS:

None at this time.

RECOMMENDATION:

Staff recommends the City Council authorize the Interim City Manager to execute the Development Agreement.

ATTACHMENTS:

[Wilco Ranch DA v6 \(1-9-20\)](#)

[Compare Wilco Ranch DA City comments to v6 \(1-9-20\)\)](#)

[2019085236](#)

[7178-00 Wilco Ranch 23 ALTA FINAL-20191213-signed](#)

[23.517ac Tract-signed](#)

[7178-00 Wilco Ranch ALTA-20191105-Final-S](#)

[Wilco Concept Plan](#)

[Wilco Ranch Road XSec Exhibit](#)

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into to be effective as of the ____ day of _____, 2020 (the "Effective Date"), by and between the **City of Hutto, Texas** (the "City"), a home rule city organized under the laws of the State of Texas, and **Starlight Homes Texas L.L.C.**, a Delaware limited liability company, and **WMV Limmer Loop 23, LLC**, a Texas limited liability company (collectively the "Owner"). The City and the Owner are, collectively, the "Parties" to this Agreement.

RECITALS

WHEREAS, Owner owns that certain tract of land containing approximately 89.712 acres currently in the Hutto ETJ (the "Property") as described and shown on **Exhibit A**; and

WHEREAS, Owner intends to develop the Property into a single-family residential subdivision (the "Project"), that will serve present and future residents of the City; and

WHEREAS, the Project is anticipated to add significant property tax base and increased property tax revenues in the City; and

WHEREAS, the City and the Owner desire to set forth in this Agreement certain terms and conditions for the planning, design, construction, development, and financing of the Project.

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

ARTICLE I **PURPOSE AND INTERPRETATION**

1.01 Objectives. The Owner is proposing to develop a residential subdivision. Hutto continues to have a need for quality residential development that complements the economic and strategic goals of the City. The City believes that the development of the Project will provide needed, high quality housing for existing and future residents.

1.02 Concept and Structure. Development of the Property will match the Concept Plan attached hereto as **Exhibit B**. The Owner will be responsible for the development and construction of the Project, except as set forth herein.

1.03 Interpretation. In this Agreement, unless a clear contrary intention appears;

(a) the singular number includes the plural number and vice versa;

(b) reference to any Party includes such Party's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Party in a particular capacity excludes such Party in any other capacity or individually;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(g) reference to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

1.04 Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

ARTICLE II **DEFINITIONS**

2.01 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in this **Article II**, or as otherwise provided herein.

"**Agreement**" means this Development Agreement by and between the City and the Owner.

"City" means the City of Hutto, Texas.

"City Council" means the City Council of the City of Hutto.

"Concept Plan" means the concept plan attached hereto as **Exhibit B**, as such concept plan may be modified and changed from time to time as set forth in this Agreement. The Parties acknowledge and agree that the Concept Plan is for illustrative purposes only and is only a general representation of the design.

"Owner" means **Starlight Homes Texas L.L.C.**, a Delaware limited liability company, and **WMV Limmer Loop 23, LLC**, a Texas limited liability company, and their successors and assigns that specifically assume the rights and obligations of this Agreement.

"Effective Date" means the date set forth in the opening paragraph on page 1.

"Parties" means the City and the Owner.

"Party" means the City or the Owner.

"Project" means the Project as described in **Article IV**.

"Property" means the real property described and shown on **Exhibit A**.

"State" means the State of Texas.

"UDC" means the Unified Development Code of the City as of the Effective Date.

ARTICLE III **ANNEXATION and ZONING**

3.01 Annexation. As of the Effective Date, the Property has not been annexed, but is in the City's extraterritorial jurisdiction (ETJ). Owner and City hereby agree to the annexation of the Property into City's corporate city limits, and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's request for annexation.

Further, notwithstanding that the Project may be phased (as set forth below), Owner agrees that all Property will be annexed in one

proceeding. City agrees that phases not under active development may remain in agricultural or open space use for purposes of ad valorem tax purposes (although all such Property shall be subject to the ordinances and jurisdiction of the City once annexed.)

3.02 Zoning. Because the Property has not been annexed, it has not yet been zoned. The Parties agree that they will work together in good faith to zone the Property “SF-1” (defined in the UDC), subject to the modifications in this Agreement. The Property shall be zoned contemporaneous with annexation.

3.03 Chapter 245 Permit. This Agreement shall constitute the first Permit in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code (subject to the exemptions as set forth therein), as authorized by Section 212.172(g) of the Texas Local Government Code. Except as modified herein, all aesthetic requirements of the zoning district, as outlined in the UDC shall be followed in a manner consistent with HB 2439.

3.04 Prior Development Agreement. This Agreement supersedes and replaces in all respects a prior Chapter 43 Texas Local Development Code Development Agreement between Jo Blaine (Anderson) Macias and James Wesley Anderson, as Owners, and the City recorded under Document No. 2019085236 of the Official Public Records of Williamson County, Texas, covering approximately 23.52 acres of the Property. Upon full execution of this Agreement, such prior Development Agreement will be terminate and be of no further force and effect and upon Owner’s request (and at Owner’s expense) the City will deliver a release of the prior Development Agreement to Owner for recording in Williamson County, Texas.

ARTICLE IV **THE PROJECT**

4.01 General Description. The Project will be planned, developed and constructed on the Property by the Owner in phases as determined by Owner in accordance with market conditions and otherwise in accordance with any permits and approvals from any applicable governmental authorities.

4.02 Development. The Owner intends to construct improvements to real property and additions to personal property within the Property as contemplated by the Concept Plan. However, the parties agree and acknowledge that the actual

construction shall be dictated by the ultimate zoning of the Property, platting of the Property, site development permits issued for the Property, and other development permits issued for the Property. The Project will be permitted and constructed in accordance with City ordinances and regulations except as may be specifically set forth in this Agreement.

4.03 City Incentives to Project. The City incentives to the Project shall include only the following:

- (a) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain monument signage, other subdivision entry features, and landscaping in the City right-of-way (as such may be finally approved in the site plan), and to allow the license agreement to be assigned to the homeowners' association for the Project.
- (b) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain the detention ponds and flood areas (as such may be finally approved in the final plats), and to allow the license agreement to be assigned to the homeowners' association for the Project. The license agreement will further provide the City with a right of entry and enforcement to enforce its regulations and requirements with respect to maintaining the detention ponds and flood areas.
- (c) The City agrees to allow Owner to connect to City's adjacent water and wastewater facilities, either directly with retail service or indirectly through the City providing wholesale water and wastewater service to Jonah Special Utility District, upon Owner's payment of the same costs charged to other landowners within the corporate limits of the City (retail charges or wholesale charges, as applicable).
- (d) The City agrees that the UDC will be modified as to the Project as follows:
 - (i) The front setback line for each single-family lot will be 25'.
 - (ii) The side street setback line for each single-family lot will be 15'.

- (iii) The side setback line for each single-family lot will be 5'.
- (iv) The rear street setback line for each single-family lot will be 10'.
- (v) The minimum lot size will be 4,000 square feet.
- (vi) Up to 67% of the single family lots may have a minimum width of 40'.
- (vii) The provisions of the Bufferyard requirements (10.403.6 of the UDC) will not apply to the Project.
- (viii) The provisions of garage frontage (Section 10.406.3.3 of the UDC) will not apply to the Project. Each dwelling unit will have a garage sufficient to house at least 2 cars, and up to 75% of the front of each dwelling unit may be garage frontage.
- (ix) Cementitious siding will satisfy the building materials requirements in Section 10.406.3.5 of the UDC, as to the Project.
- (x) The provisions of the greenlink requirements (Section 10.613.3.6 of the UDC) will not apply to the Project;
- (xi) The minimum widths of public rights of way within the Project will be 50', as shown on **Exhibit C** attached; and
- (xii) Until such time as the City has issued 80 certificates of occupancy for homes within the Project, no additional or modified Traffic Impact Analysis (a "TIA") is required for the construction of the Project as shown in the Concept Plan (the City agreeing the TIA prepared by BOE Consulting Services, LLC, dated May 15, 2019, submitted to the City and Williamson County in connection with the approved Wilco Ranch preliminary plat, satisfies the

requirements of the UDC for such 80 homes). Before any additional certificates of occupancy for the Project may be issued, the City must approve an updated TIA provided by Owner for the Project. The scope of the updated TIA will be determined by the City engineer in accordance with applicable UDC requirements but with a projected City growth rate of 4% instead of 2%

- (e) If offsite wastewater improvements sufficient to serve the Project (which are being constructed by third parties) are not available for connection when Owner requires connection to wastewater service, the City agrees Owner may pump and haul up to 80 LUE's of wastewater to the City's south wastewater treatment plant.

ARTICLE V

MISCELLANEOUS

5.01 Mutual Assistance. The City and the Owner will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

5.02 Default; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event (a) more than ten (10) business days for a monetary default, or (b) less than 30 days or more than 90 days after written notice of the alleged failure has been given for a non-monetary default. In addition, no Party shall be in default under this Agreement if, within the applicable cure period for a non-monetary default, the Party to whom the notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If the Property has multiple Owners, a default by one Owner will not

constitute a default by the performing Owner(s) as to the portion of the Property owned by the performing Owner(s).

(b) If a Party is in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgement Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) entitle the aggrieved Party to terminate this Agreement (except as specifically set forth in this Agreement); or

(ii) adversely affect or impair the current or future obligations of the City to provide water or wastewater service or any other service to the Property; or

(iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) reduce the term of this Agreement (except as specifically set forth in this Agreement).

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

5.03 Undocumented Workers. The Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.04 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. This Agreement does not create any encumbrance on title as to any purchaser of a completed residence within the Project.

5.05 Assignment. Owner may assign all or part of its rights and obligations to a third party without the necessity of obtaining the consent of the City, including, but not limited, to, collateral

assignments to a lender. The Owner shall provide a copy of any such assignment to the City. Nothing herein shall prevent Owner from conveying or leasing all or any portion of the Property or Project to a third party (e.g., sale of office building, ground lease of pad site; leasing of residential units or commercial space; sale of land to Owner of multifamily, etc.), and no such conveyance or lease shall be considered an assignment of this Agreement, unless such third party expressly assumes the rights and obligations of Owner hereunder.

5.06 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties (except that if there are multiple Owners and the amendment applies only to portions of the Property owned by a single Owner, this Agreement may be amended by the mutual written agreement of the City and the Owner of the portion of the Property to which the amendment applies). Amendments to this Agreement may be approved administratively by the City. A successor of portions of the Property (such as a purchaser of a lot within the subdivision) does not make such successor a "Party." Owner's rights under this Agreement must be specifically assigned to a successor in order for such successor to be a "Party."

5.07 Entire Agreement. All Parties mutually agreed to the terms of this Agreement. The Agreement shall not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written.

5.08 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City:

City of Hutto
Attn: Odis Jones, City Manager
500 W. Live Oak St.
Hutto, TX 78634
Attn: Odis Jones
Phone: (512) 759-4030
Email: Odis.Jones@HuttoTX.gov

With required copy to: City Attorney
500 W. Live Oak St.
Hutto, TX 78634

If to Owner: Starlight Homes Texas L.L.C.
10721 Research Blvd, Suite B-210
Austin, Texas 78759
Attn: Keith Pearson
Telephone: (512) 610-7000
Fax: (512) 610-7004
Email: keith.pearson@ashtonwoods.com

With required copy to: Ashton Woods
3820 Mansell Road, Suite 400
Alpharetta, Georgia 30022
Attn: Emily Sweitzer
Telephone: (678) 781-2070
Fax: (770) 998-7494
Email: emily.sweitzer@ashtonwoods.com

And to: WMV Limmer Loop, LLC
3310 North Capital of Texas Hwy, Ste 202
Austin, Texas 78746
Attn: Holt Dunlop and Jamie Dougherty
Telephone: 512-800-5630 and 312-375-7662
Fax: NA
Email: jdougherty@waymakerventures.com
hdunlop@waymakerventures.com

With required copy to: Compere & Gorman, PLLC
Attn: Jason Gorman
901 S. Mopac Expressway, Bldg II, Ste 150
Austin, Texas 78746
Attn: Jason Gorman
Telephone: (512) 270-4757
Email: gorman@compere-gorman.com

Any Party may designate a different address at any time upon written notice to the other Parties.

5.09 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute,

however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

5.10 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

5.11 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.12 Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions. Either City or Owner shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the Party for whose benefit such requirement is intended

5.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

5.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

5.15 N/A.

5.16 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

<u>Exhibit A:</u>	Property Description and Depiction
<u>Exhibit B:</u>	Concept Plan
<u>Exhibit C:</u>	Street Section

5.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the

Parties. Neither the City, not its past, present and future officers, elected officials, employees and agents of the City, do assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

5.18 Additional Compliance. Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

5.19 Term. This Agreement shall become enforceable upon its Effective Date and shall expire 35 years after the date the City has issued the last Certificates of Occupancy for the Project, unless the Parties agree to terminate it sooner.

5.20 Authority. This Agreement is made and entered into pursuant to Section 212.172 of the Texas Local Government Code. The City and each Owner each represent and warrant that the persons whose signature appears below have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES PROVIDED ON NEXT PAGE]

EXECUTED to be effective as of the Effective Date.

**CITY OF
HUTTO,
TEXAS,**
a home rule city
and municipal
corporation

By: _____
Name: _____
Title: _____

Date: _____
APPROVED as to form:

By: _____
Attorney for the City of Hutto

Date: _____

OWNER:

**STARLIGHT
HOMES TEXAS L.L.C.,**
a Delaware limited
liability company

By: Starlight
Homes Holdings L.L.C.,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: _____

**WMV LIMMER
LOOP 23, LLC, a**

Texas limited liability
company

By: WayMaker
Ventures,
LLC., a Texas
limited
liability
company, its
sole member:

By:

Name: James Dougherty

Title:
Member

EXHIBIT A
Property Description and Depiction

EXHIBIT B
Concept Plan

EXHIBIT C
Street Section

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into to be effective as of the ____ day of _____, ~~2019~~2020 (the "Effective Date"), by and between the **City of Hutto, Texas** (the "City"), a home rule city organized under the laws of the State of Texas, and **Starlight Homes Texas L.L.C.**, a Delaware limited liability company, and **WMV Limmer Loop 23, LLC**, a Texas limited liability company (collectively the "Owner"). The City and the Owner are, collectively, the "Parties" to this Agreement.

RECITALS

WHEREAS, Owner owns that certain tract of land containing approximately 89.712 acres currently in the Hutto ETJ (the "Property") as described and shown on Exhibit A; and

WHEREAS, Owner intends to develop the Property into a single-family residential subdivision (the "Project"), that will serve present and future residents of the City; and

WHEREAS, the Project is anticipated to add significant property tax base and increased property tax revenues in the City; and

WHEREAS, the City and the Owner desire to set forth in this Agreement certain terms and conditions for the planning, design, construction, development, and financing of the Project.

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

ARTICLE I **PURPOSE AND INTERPRETATION**

1.01 Objectives. The Owner is proposing to develop a residential subdivision. Hutto continues to have a need for quality residential development that complements the economic and strategic goals of the City. The City believes that the development of the Project will provide needed, high quality housing for existing and future residents.

1.02 Concept and Structure. Development of the Property will match the Concept Plan attached hereto as Exhibit B. The Owner will be responsible for the development and construction of the Project, except as set forth herein.

1.03 Interpretation. In this Agreement, unless a clear contrary intention appears;

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Party includes such Party's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Party in a particular capacity excludes such Party in any other capacity or individually;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(g) reference to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

1.04 Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

ARTICLE II **DEFINITIONS**

2.01 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in this **Article II**, or as otherwise provided herein.

"**Agreement**" means this Development Agreement by and between the City and the Owner.

"**City**" means the City of Hutto, Texas.

"**City Council**" means the City Council of the City of Hutto.

"**Concept Plan**" means the concept plan attached hereto as **Exhibit B**, as such concept plan may be modified and changed from time to time as set forth in this Agreement. The Parties acknowledge and agree that the Concept Plan is for illustrative purposes only and is only a general representation of the design.

"**Owner**" means **Starlight Homes Texas L.L.C.**, a Delaware limited liability company, and **WMV Limmer Loop 23, LLC**, a Texas limited liability company, and their successors and assigns that specifically assume the rights and obligations of this Agreement.

"**Effective Date**" means the date set forth in the opening paragraph on page 1.

"**Parties**" means the City and the Owner.

"**Party**" means the City or the Owner.

"**Project**" means the Project as described in **Article IV**.

"Property" means the real property described and shown on Exhibit A.

"State" means the State of Texas.

"UDC" means the Unified Development Code of the City as of the Effective Date.

ARTICLE III **ANNEXATION and ZONING**

3.01 Annexation. As of the Effective Date, the Property has not been annexed, but is in the City's extraterritorial jurisdiction (ETJ). Owner and City hereby agree to the annexation of the Property into City's corporate city limits, and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's request for annexation.

Further, notwithstanding that the Project may be phased (as set forth below), Owner agrees that all Property will be annexed in one proceeding. City agrees that phases not under active development may remain in agricultural or open space use for purposes of ad valorem tax purposes (although all such Property shall be subject to the ordinances and jurisdiction of the City once annexed.)

3.02 Zoning. Because the Property has not been annexed, it has not yet been zoned. The Parties agree that they will work together in good faith to zone the Property "SF-1" (defined in the UDC), subject to the modifications in this Agreement. The Property shall be zoned contemporaneous with annexation.

3.03 Chapter 245 Permit. This Agreement shall constitute the first Permit in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code (subject to the exemptions as set forth therein), as authorized by Section 212.172(g) of the Texas Local Government Code. Except as modified herein, all aesthetic requirements of the zoning district, as outlined in the UDC shall be followed in a manner consistent with HB 2439.

3.04 Prior Development Agreement. This Agreement supersedes and replaces in all respects a prior Chapter 43 Texas Local Development Code Development Agreement between Jo Blaine (Anderson) Macias and James Wesley Anderson, as Owners, and the City recorded under Document No. 2019085236 of the Official Public Records of Williamson County, Texas, covering approximately 23.52 acres of the Property. Upon full execution of this Agreement, such prior Development Agreement will be terminate and be of no further force and effect and upon Owner's request (and at Owner's expense) the City will deliver a release of the prior Development Agreement to Owner for recording in Williamson County, Texas.

ARTICLE IV **THE PROJECT**

4.01 General Description. The Project will be planned, developed and constructed on the Property by the Owner in phases as determined by Owner in accordance with market conditions

and otherwise in accordance with any permits and approvals from any applicable governmental authorities.

4.02 Development. The Owner intends to construct improvements to real property and additions to personal property within the Property as contemplated by the Concept Plan. However, the parties agree and acknowledge that the actual construction shall be dictated by the ultimate zoning of the Property, platting of the Property, site development permits issued for the Property, and other development permits issued for the Property. The Project will be permitted and constructed in accordance with City ordinances and regulations except as may be specifically set forth in this Agreement.

4.03 City Incentives to Project. The City incentives to the Project shall include only the following:

- (a) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain monument signage, other subdivision entry features, and landscaping in the City right-of-way (as such may be finally approved in the site plan), and to allow the license agreement to be assigned to the homeowners' association for the Project.
- (b) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain the detention ponds and flood areas (as such may be finally approved in the final plats), and to allow the license agreement to be assigned to the homeowners' association for the Project. The license agreement will further provide the City with a right of entry and enforcement to enforce its regulations and requirements with respect to maintaining the detention ponds and flood areas.
- (c) The City agrees to allow Owner to connect to City's adjacent water and wastewater facilities, either directly with retail service or indirectly through the City providing wholesale water and wastewater service to Jonah Special Utility District, upon Owner's payment of the same costs charged to other landowners within the corporate limits of the City (retail charges or wholesale charges, as applicable).
- (d) The City agrees that the UDC will be modified as to the Project as follows:
 - (i) The front setback line for each single-family lot will be 25'.
 - (ii) The side street setback line for each single-family lot will be 15'.
 - (iii) The side setback line for each single-family lot will be 5'.
 - (iv) The rear street setback line for each single-family lot will be 10'.
 - (v) The minimum lot size will be 4,000 square feet.
 - (vi) Up to 67% of the single family lots may have a minimum width of 40'.

- (vii) The provisions of the Bufferyard requirements (10.403.6 of the UDC) will not apply to the Project.
- (viii) The provisions of garage frontage (Section 10.406.3.3 of the UDC) will not apply to the Project. Each dwelling unit will have a garage sufficient to house at least 2 cars, and up to 75% of the front of each dwelling unit may be garage frontage.
- (ix) Cementitious siding will satisfy the building materials requirements in Section 10.406.3.5 of the UDC, as to the Project.
- (x) The provisions of the greenlink requirements (Section 10.613.3.6 of the UDC) will not apply to the Project;
- (xi) The minimum widths of public rights of way within the Project will be 50', as shown on **Exhibit C** attached; and
- (xii) ~~No~~Until such time as the City has issued 80 certificates of occupancy for homes within the Project, no additional or modified Traffic Impact Analysis ~~(a "TIA")~~(a "TIA") is required for the construction of the Project as shown in the Concept Plan;~~-(the City agreeing the Traffic Impact Analysis TIA prepared by BOE Consulting Services, LLC, dated May 15, 2019, submitted to the City and Williamson County in connection with the approved Wilco Ranch preliminary plat, satisfies the requirements of the UDC- for such 80 homes). Before any additional certificates of occupancy for the Project may be issued, the City must approve an updated TIA provided by Owner for the Project. The scope of the updated TIA will be determined by the City engineer in accordance with applicable UDA requirements but with a projected City growth rate of 4% instead of 2%~~
- (e) If offsite wastewater improvements sufficient to serve the Project (which are being constructed by third parties) are not available for connection when Owner requires connection to wastewater service, the City agrees Owner may pump and haul up to 80 LUE's of wastewater to the City's south wastewater treatment plant.

ARTICLE V MISCELLANEOUS

5.01 Mutual Assistance. The City and the Owner will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

5.02 Default; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event (a) more than ten (10) business days for a monetary default, or (b) less than 30 days or more than 90 days after written notice of the alleged failure has been given for a non-monetary default. In addition, no Party shall be in default under this Agreement if, within the applicable cure period for a non-monetary default, the Party to whom the notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If the Property has multiple Owners, a default by one Owner will not constitute a default by the performing Owner(s) as to the portion of the Property owned by the performing Owner(s).

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(ii) adversely affect or impair the current or future obligations of the City to provide water or wastewater service or any other service to the Property; or

(iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) reduce the term of this Agreement (except as specifically set forth in this Agreement).

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

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5.07 Entire Agreement. All Parties mutually agreed to the terms of this Agreement. The Agreement shall not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written.

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If to City: City of Hutto
 Attn: Odis Jones, City Manager
 500 W. Live Oak St.
 Hutto, TX 78634
 Attn: Odis Jones
 Phone: (512) 759-4030
 Email: Odis.Jones@HuttoTX.gov

With required copy to: City Attorney
 500 W. Live Oak St.
 Hutto, TX 78634

If to Owner: Starlight Homes Texas L.L.C.
 10721 Research Blvd, Suite B-210
 Austin, Texas 78759
 Attn: Keith Pearson
 Telephone: (512) 610-7000
 Fax: (512) 610-7004
 Email: keith.pearson@ashtonwoods.com

With required copy to: Ashton Woods
3820 Mansell Road, Suite 400
Alpharetta, Georgia 30022
Attn: Emily Sweitzer
Telephone: (678) 781-2070
Fax: (770) 998-7494
Email: emily.sweitzer@ashtonwoods.com

And to: WMV Limmer Loop, LLC
3310 North Capital of Texas Hwy, Ste 202
Austin, Texas 78746
Attn: Holt Dunlop and Jamie Dougherty
Telephone: 512-800-5630 and 312-375-7662
Fax: NA
Email: jdougherty@waymakerventures.com
hdunlop@waymakerventures.com

With required copy to: Compere & Gorman, PLLC
Attn: Jason Gorman
901 S. Mopac Expressway, Bldg II, Ste 150
Austin, Texas 78746
Attn: Jason Gorman
Telephone: (512) 270-4757
Email: gorman@compere-gorman.com

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waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the Party for whose benefit such requirement is intended

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Exhibit A: Property Description and Depiction
Exhibit B: Concept Plan
Exhibit C: Street Section

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5.18 Additional Compliance. Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

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[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES PROVIDED ON NEXT PAGE]

EXECUTED to be effective as of the Effective Date.

CITY OF HUTTO, TEXAS,
a home rule city and municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

APPROVED as to form:

By: _____
Attorney for the City of Hutto

Date: _____

OWNER:

STARLIGHT HOMES TEXAS L.L.C.,
a Delaware limited liability company

By: Starlight Homes Holdings L.L.C.,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: _____

WMV LIMMER LOOP 23, LLC, a Texas limited
liability company

By: WayMaker Ventures, LLC., a Texas limited
liability company, its sole member:

By: _____
Name: James Dougherty
Title: Member

EXHIBIT A
Property Description and Depiction

EXHIBIT B
Concept Plan

EXHIBIT C
Street Section

RESOLUTION NO. R-19-09-05-9M

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JO BLAINE ANDERSON MACIAS AND JAMES WESLEY ANDERSON, FOR 23.52 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

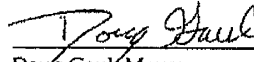
WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth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

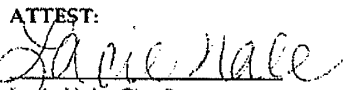
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Jo Blaine Anderson Macias and James Wesley Anderson, for the property described in Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 5th day of the month September, 2019.

THE CITY OF HUTTO, TEXAS


Doug Gault, Mayor

ATTEST:

Lacie Hale, City Secretary



STATE OF TEXAS)
)
 COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Jo Blaine (Anderson) Macias and James Wesley Anderson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **23.52** acres of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family -- rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an additional residential structure, and an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.016(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned SF-R (single-family – rural) pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

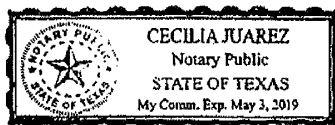
Entered into this 21 day of March, 2019.

Jo Blaine (Anderson) Macias
Jo Blaine (Anderson) Macias, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 21st day of March, 2019,
by Jo Blaine (Anderson) Macias, Owner.



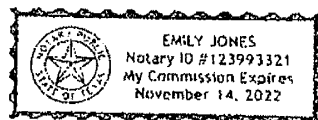
Cecilia Juarez
Notary Public, State of Texas

James Wesley Anderson
James Wesley Anderson, Owner

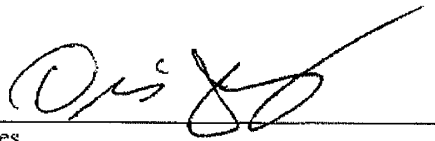
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

Travis
This instrument was acknowledged before me on the 7 day of March, 2019,
by James Wesley Anderson, Owner.



Emily Jones
Notary Public, State of Texas

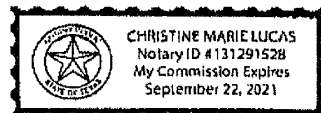


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 1st day of ^{July}~~June~~, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



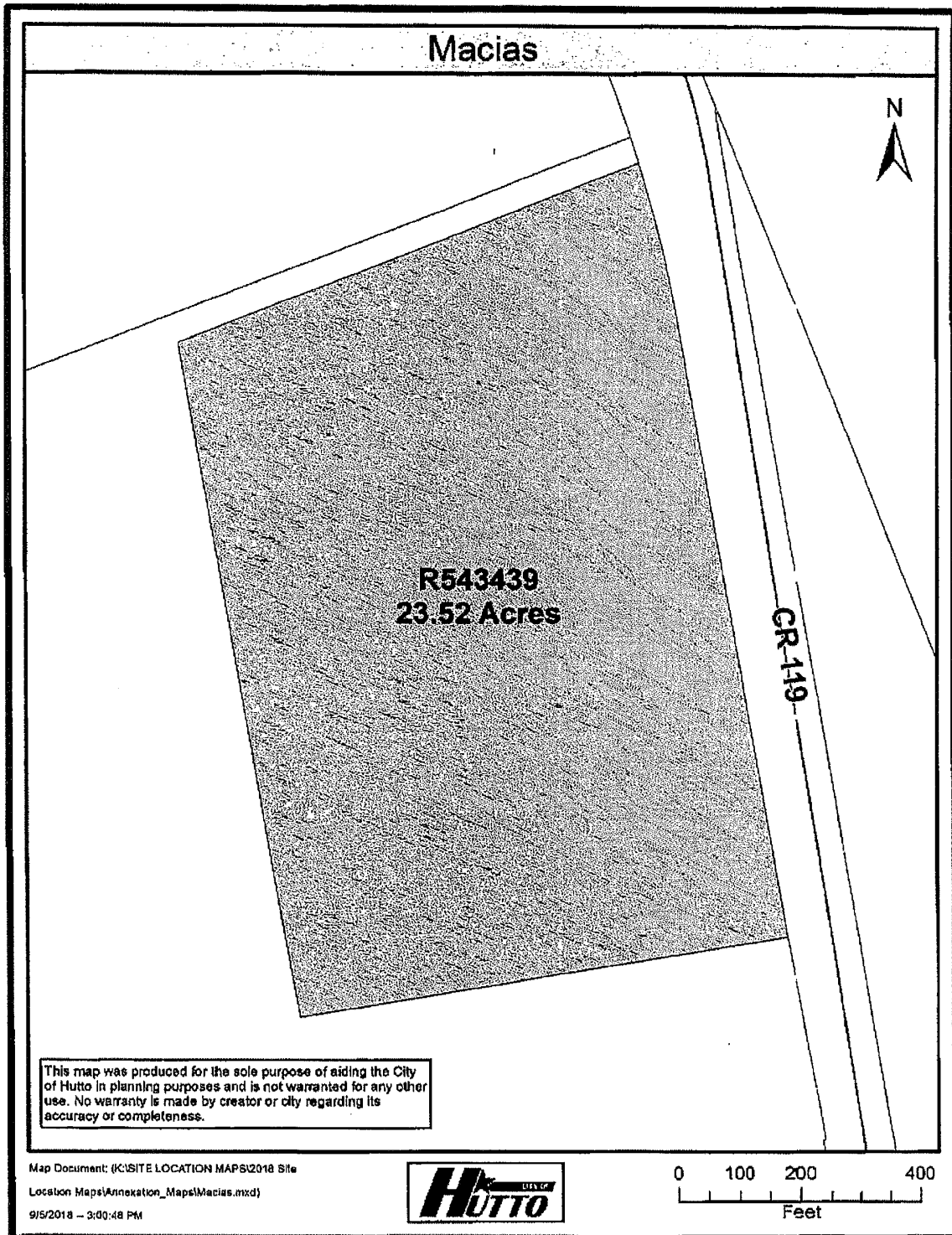
Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

MACIAS TRACT (R543439):

23.52 ACRES BEING A PORTION OF A CALLED 99.918 ACRES OF LAND MORE OR LESS, SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED NOVEMBER 30, 2015 AND RECORDED AS DOCUMENT NO. 2015107741, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

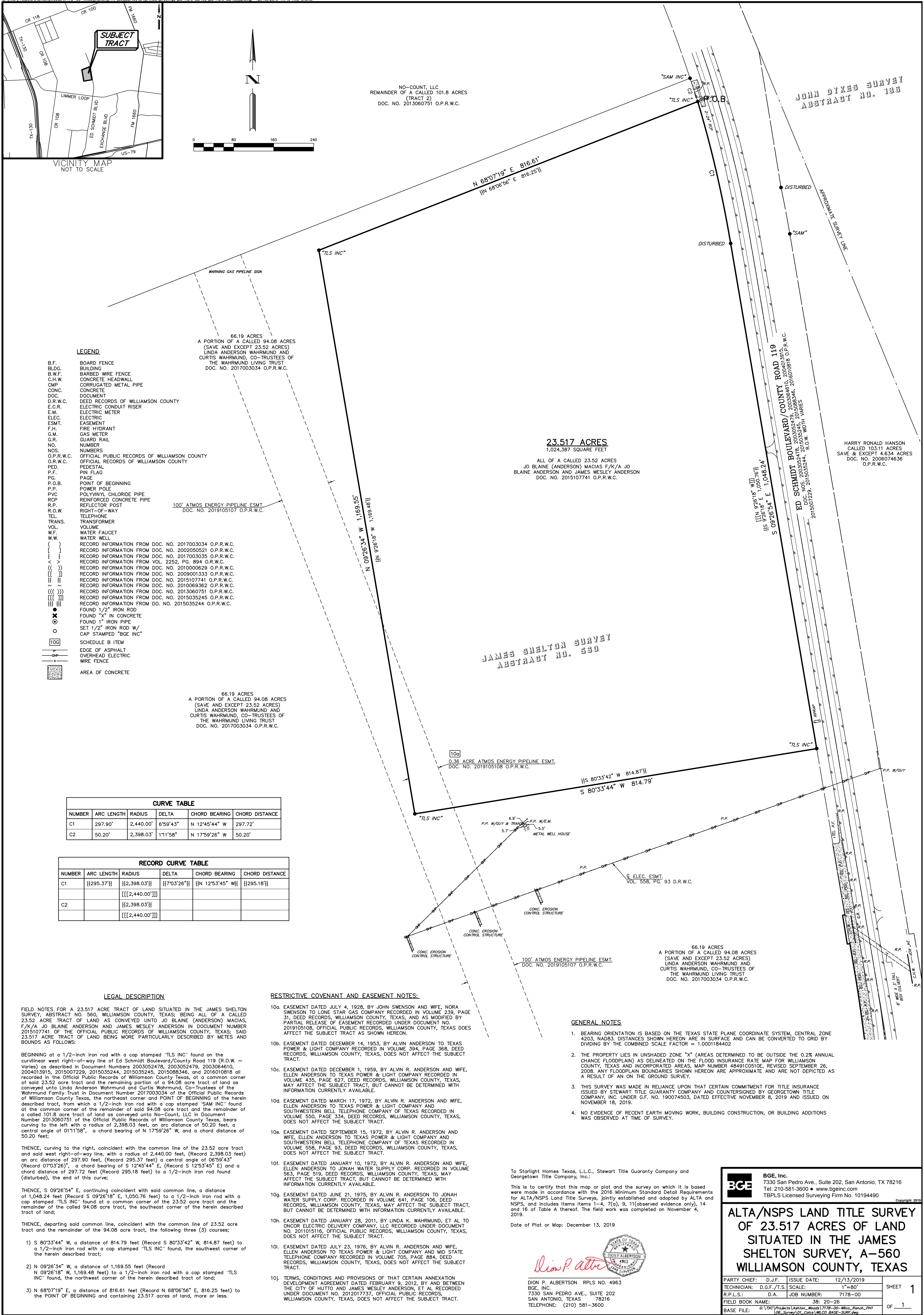
2019085236

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09/10/2019 04:16 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



LEGAL DESCRIPTION

FIELD NOTES FOR A 23.517 ACRE TRACT OF LAND SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 23.52 ACRE TRACT OF LAND AS CONVEYED UNTO JO BLAINE (ANDERSON) MACIAS, F/K/A JO BLAINE ANDERSON AND JAMES WESLEY ANDERSON IN DOCUMENT NUMBER 2015107741 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 23.517 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "TLS INC" found on the curvilinear west right-of-way line of Ed Schmidt Boulevard/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003052478, 2003052479, 2003064610, 2004013915, 2015007229, 2015035244, 2015035245, 2015088346, and 2016010818 all recorded in the Official Public Records of Williamson County Texas, at a common corner of said 23.52 acre tract and the remaining portion of a 94.08 acre tract of land as conveyed unto Linda Anderson Wahrmund and Curtis Wahrmund, Co-Trustees of the Wahrmund Family Trust in Document Number 2017003034 of the Official Public Records of Williamson County Texas, the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "SAM INC" found at the common corner of the remainder of said 94.08 acre tract and the remainder of a called 101.8 acre tract of land as conveyed unto No-Count, LLC in Document Number 2013060751 of the Official Public Records of Williamson County Texas, bears curving to the left with a radius of 2,398.03 feet, an arc distance of 50.20 feet, a central angle of 01°11'58", a chord bearing of N 17°59'26" W, and a chord distance of 50.20 feet;

THENCE, curving to the right, coincident with the common line of the 23.52 acre tract and said west right-of-way line, with a radius of 2,440.00 feet, (Record 2,398.03 feet) an arc distance of 297.90 feet, (Record 295.37 feet) a central angle of 06°59'43" (Record 07°03'26)", a chord bearing of S 12°45'44" E, (Record S 12°53'45" E) and a chord distance of 297.72 feet (Record 295.18 feet) to a 1/2-inch iron rod found (disturbed), the end of this curve;

THENCE, S 09°26'54" E, continuing coincident with said common line, a distance of 1,048.24 feet (Record S 09°26'18" E, 1,050.76 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at a common corner of the 23.52 acre tract and the remainder of the called 94.08 acre tract, the southeast corner of the herein described tract of land;

THENCE, departing said common line, coincident with the common line of 23.52 acre tract and the remainder of the 94.08 acre tract, the following three (3) courses;

- 1) S 80°33'44" W, a distance of 814.79 feet (Record S 80°33'42" W, 814.87 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found, the southwest corner of the herein described tract;
- 2) N 09°26'34" W, a distance of 1,169.55 feet (Record N 09°26'18" W, 1,169.48 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found, the northwest corner of the herein described tract of land;
- 3) N 68°07'19" E, a distance of 816.61 feet (Record N 68°06'56" E, 816.25 feet) to the **POINT OF BEGINNING** and containing 23.517 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.



Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

12/13/19

Date



Client: Ashton Woods
Date: December 13, 2019
Job No: 7178-00

LEGAL DESCRIPTION

FIELD NOTES FOR A 66.192 ACRE TRACT OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, AND THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS; BEING A REMAINDER OF A CALLED 94.08 ACRE TRACT OF LAND AS CONVEYED UNTO LINDA ANDERSON WAHRMUND AND CURTIS WAHRMUND, CO-TRUSTEES OF THE WAHRMUND LIVING TRUST IN DOCUMENT NUMBER 2017003034 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 66.192 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 16.20 acre tract of land as conveyed unto Wehring Family Investments, LP in Document Number 2010069362 of the Official Public Records of Williamson County Texas, at the southwest corner of the remainder of a called 101.8 acre tract of land as conveyed unto No-Count, LLC in Document Number 2013060751 of the Official Public Records of Williamson County, Texas, the northwest corner of the remainder of said 94.08 acre tract and POINT OF BEGINNING and northwest corner of the herein described tract of land;

THENCE, N 68°06'58" E, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 101.8 acre tract, a distance of 1,869.41 feet (Record N 68°06'56" E, 1,869.72 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found on the curvilinear west right-of-way line of Ed Schmidt Boulevard/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003062478, 2003052479, 2003064610, 2014013915, 2015007229, 2015035244, 2015035245, 2015088346, and 2016010816 all recorded in the Official Public Records of Williamson County Texas, at the southeast corner of the remainder of the 101.8 acre tract, the beginning of a non-tangent curve and the northeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, curving to the right, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, with a radius of 2,398.03 feet, an arc distance of 50.20 feet, a central angle of 01°11'58", a chord bearing of S 17°59'28" E, and a chord distance of 50.20 feet to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northeast corner of a called 23.52 acre tract of land as conveyed unto Jo Blaine (Anderson) Macias F/K/A Jo Blaine Anderson and James Wesley Anderson in Document Number 2015107741 of the Official Public Records of Williamson County Texas, the end of this curve and an easterly corner of the herein described tract of land;

THENCE, departing said west right-of-way line, coincident with the lines of said 23.52 acre tract, the following three (3) courses;

- 1) S 68°07'19" W, a distance of 816.61 feet (Record S 68°06'56" W, 816.25 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 2) S 09°26'34" E, a distance of 1,169.55 feet (Record S 09°26'18" E, 1,169.48 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the southwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 3) N 80°33'44" E, a distance of 814.79 feet (Record N 80°33'42" E, 814.87 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found on the aforementioned west right-of-way line of Ed Schmidt Boulevard/County Road 119, and the east line of the remainder of the 94.08 acre tract at the southeast corner of the 23.52 acre tract, and an easterly corner of the herein described tract of land;

THENCE, in a southerly direction, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, the following six (6) courses;

- 1) S 09°26'48" E, a distance of 344.85 feet (Record S 09°26'18" E) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) S 79°11'25" W, a distance of 4.82 feet (Record S 80°33'42" W, 5.00 feet) to a 1/2-inch iron rod found, at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 08°59'24" E, a distance of 59.71 feet (Record S 09°26'18" E, 60.00 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found (Disturbed), at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 4) N 81°15'32" E, a distance of 5.32 feet (Record N 80°33'42" E, 5.00 feet) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 5) S 09°21'15" E, a distance of 61.69 feet (Record S 09°26'18" E, 62.48 feet) to an "X" in concrete found, at the beginning of a non-tangent curve of the remainder of the 94.08 acre tract and the herein described tract of land;
- 6) Curving to the right, with a radius of 2,840.73 feet, an arc distance of 657.14 feet, (Record 657.02 feet) a central angle of 13°15'15", (Record bearing of S 02°48'47" E, and a chord distance of 655.68 feet (Record S 02°48'42" E, 655.56 feet) to an "X" in concrete found at the northeast corner of a remainder of a called 1.00 acre tract of land as conveyed unto Kimberly Gail Dugger in Document Number 2002050521 of the Official Public Records of Williamson County, Texas, the end of this curve, a southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 81°26'53" W, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said Dugger 1.00 acre tract, a distance of 170.92 feet (Record N 81°28'10" W, 170.99 feet) to 1/2-inch iron rod with a cap stamped "TLS" found at the northwest corner of the remainder of the 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, S 08°40'42" W, continuing coincident with said common line, a distance of 221.22 feet (Record S 08°39'20" W, 221.30 feet) to a 1/2-inch iron rod with an unreadable cap found on the north line of a remainder of a called 2 acre tract of land as conveyed unto Linda Anderson Wahrmund and Curtis Wahrmund, Co-Trustees of the Wahrmund Living Trust in Document Number 2017003035 of the Official Public Records of Williamson County Texas, at the most southerly southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°33'05" W, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 2 acre tract, a distance of 92.39 feet (Record N 82°45'58" W, 91.98 feet) to a 1-inch pipe found at the northwest corner of the remainder of the 2 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, N 83°31'15" W, over and across the remainder of the 94.08 acre tract, a distance of 420.59 feet to 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of a called 1.00 acre tract of land conveyed unto Kenneth A. Wahrmund in Volume 2252, Page 894 of the Official Records of Williamson County Texas, a re-entrant corner of the remainder of the 94.08 acre tract and an angle point of the herein described tract of land;

THENCE, N 82°48'23" W, coincident with the common line of the remainder of the 94.08 acre tract and said Wahrmund 1.00 acre tract, a distance of 150.04 feet (Record N 82°48'38" W, 150.00 feet) to a 1/2-inch iron rod found at the northwest corner of the Wahrmund 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, N 82°48'36" W, over and across the remainder of the 94.08 acre tract, a distance of 228.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of a called 3.00 acre tract of land conveyed unto Kenneth A Wahrmund in Document Number 2010000629 of the Official Public Records of Williamson County Texas, and the remainder of the 94.08 acre tract, a southerly corner of the herein described tract of land;

THENCE, coincident with the common line of the remainder of the 94.08 acre tract and said 3.00 acre tract, the following three (3) courses;

- 1) N 07°11'24" E, a distance of 277.82 feet to a 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) N 82°44'51" W, a distance of 230.05 feet (Record N 82°48'39" W, 230.00 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found (Disturbed) at the northwest corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 07°10'57" W, a distance of 570.45 feet (Record S 07°11'21" W, 570.23 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found on the north right-of-way line of Limmer Loop/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003064887, 2006043487, and 2006085468 of the Official Public Records of Williamson County, Texas, at the southwest corner of the 3.00 acre tract, a southerly corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°49'59" W, coincident with the common line of the remainder of the 94.08 acre tract and said north right-of-way line, a distance of 156.58 feet (Record S 82°48'59" W, 156.44 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the southeast corner of a called 1.45 acre tract of land as conveyed unto Rejenia Anderson in Document Number 2009001333 of the Official Public Records of Williamson County, Texas, the southerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 05°42'19" E, coincident with the common line of the remainder of the 94.08 tract and said 1.45 acre tract a distance of 274.86 feet (Record N 05°42'25" E, 274.92 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the northeast corner of the 1.45 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°35'58" W, continuing coincident with said common line, a distance of 229.89 feet (Record N 82°35'59" W, 229.90 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found on the east line of the aforementioned called 16.20 acre tract of land at the northwest corner of the 1.45 acre tract, the westerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 05°43'24" E, coincident with the common line of the remainder of the 94.08 acre tract and said 16.20 acre tract, a distance of 556.24 feet (Record N 05°44'34" E, 556.38 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°20'33" W, continuing coincident with said common line a distance of 209.24 feet (Record N 19°24'31" W, 209.13 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°23'08" W, continuing coincident with said common line, a distance of 1,128.58 feet (Record N 19°23'08" W, 1,128.45 feet) to the POINT OF BEGINNING and containing 66.192 acres of land, more or less.

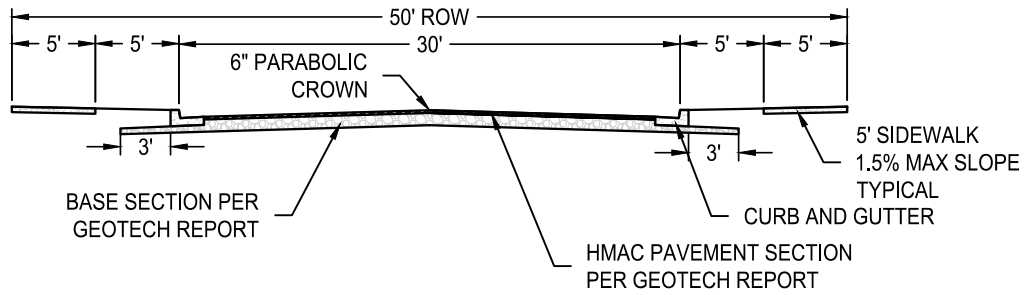
RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10A. EASEMENT DATED JULY 4, 1928, BY JOHN SWENSON AND WIFE, NORA SWENSON TO LONE STAR GAS COMPANY RECORDED IN VOLUME 239, PAGE 31, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND PARTIAL RELEASE OF EASEMENT AND RESTRICTIVE COVENANTS DATED OCTOBER 29, 2019, RECORDED UNDER DOCUMENT NO. 2019105107, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10B. EASEMENT DATED DECEMBER 14, 1953, BY ALVIN R. ANDERSON TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 394, PAGE 368, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10C. EASEMENT DATED DECEMBER 1, 1959, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 435, PAGE 627, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10D. EASEMENT DATED MARCH 17, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS RECORDED IN VOLUME 550, PAGE 334, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10E. EASEMENT DATED SEPTEMBER 15, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS RECORDED IN VOLUME 558, PAGE 93, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10F. EASEMENT DATED JANUARY 10, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 519, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10G. EASEMENT DATED JUNE 21, 1975, BY ALVIN R. ANDERSON TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 641, PAGE 106, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10H. EASEMENT DATED JANUARY 28, 2011, BY LINDA K. WAHRMUND, ET AL TO ONCOR ELECTRIC DELIVERY COMPANY, LLC RECORDED UNDER DOCUMENT NO. 2010101516, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10I. EASEMENT DATED JULY 23, 1976, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 884, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10J. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ANNEXATION DEVELOPMENT AGREEMENT DATED FEBRUARY 9, 2012, BY AND BETWEEN THE CITY OF HUTTO AND JAMES WESLEY ANDERSON, ET AL RECORDED UNDER DOCUMENT NO. 201607737, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

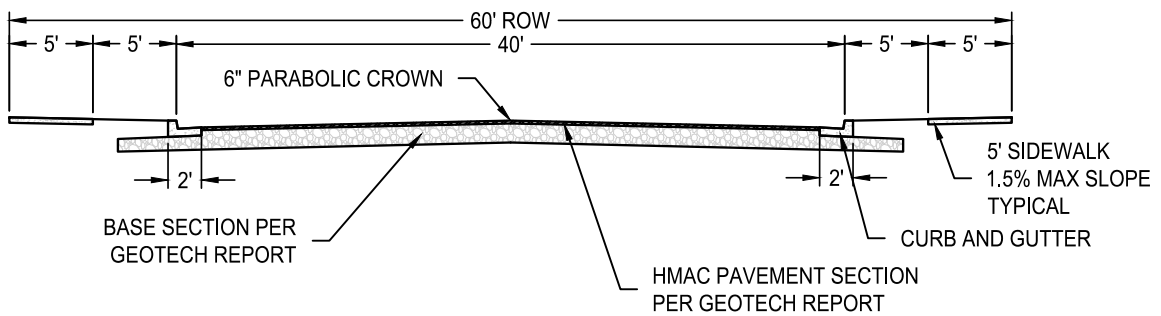
LEGEND

B.F.	BOARD FENCE
B.D.G.	BUILDING
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.M.	GAS METER
G.R.	GUARD RAIL
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.F.	PIN FLAG
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.F.	WATER FAUCET
W.W.	WATER WELL
()	RECORD INFORMATION FROM DOC. NO. 2017003034 O.P.R.W.C.
[]	RECORD INFORMATION FROM DOC. NO. 2002050521 O.P.R.W.C.
{ }	RECORD INFORMATION FROM DOC. NO. 2017003035 O.P.R.W.C.
< >	RECORD INFORMATION FROM VOL. 2252, PG. 894 O.R.W.C.
(())	RECORD INFORMATION FROM DOC. NO. 2010000629 O.P.R.W.C.
[()]	RECORD INFORMATION FROM DOC. NO. 2009001333 O.P.R.W.C.
{ () }	RECORD INFORMATION FROM DOC. NO. 2015107741 O.P.R.W.C.
~ ~	RECORD INFORMATION FROM DOC. NO. 2010069362 O.P.R.W.C.
(()))	RECORD INFORMATION FROM DOC. NO. 2013060751 O.P.R.W.C.
{ (() }	RECORD INFORMATION FROM DOC. NO. 2015035245 O.P.R.W.C.
{ ((() }	RECORD INFORMATION FROM DO. NO. 2015035244 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
✕	FOUND "X" IN CONCRETE
○	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD W/
○	CAP STAMPED "BGE INC"
[100]	SCHEDULE B ITEM
—	EDGE OF ASPHALT
—	OVERHEAD ELECTRIC
—	WIRE FENCE
■	AREA OF GRAVEL
■	AREA OF CONCRETE

BCE Inc. 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216 Tel: 210-581-3600 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10194490	
Copyright 2019	
ALTA/NSPS LAND TITLE SURVEY OF 66.192 ACRES OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, A-587, THE JAMES SHELTON SURVEY, A-560 & THE NATHANIEL EDWARDS SURVEY, A-225 WILLIAMSON COUNTY, TEXAS	
PARTY CHIEF: D.J.F.	ISSUE DATE: 11/05/2019
TECHNICIAN: D.G.F.	SCALE: 1"=100'
R.P.L.S.: D.A.	JOB NUMBER: 7178-00
FIELD BOOK NAME:	38: 20-26
BASE FILE:	6:176C\Projects\LandTitle_Woods\17176-00-Wico_Ranch_Plot CG_Survey\04_Finals\MEAS BASE-Survey
SHEET 2	
OF <u>2</u>	



LOCAL STREET CROSS SECTION
N.T.S.



COLLECTOR CROSS SECTION
N.T.S.

TYPICAL ROAD SECTION

**LIMMER LOOP
HUTTO, TX**



BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on the proposed Wilco Ranch Revised Preliminary Plat, 89.71 acres, more or less, of land, 457 residential lots, located on CR 199 at Limmer Loop. (Ashley Lumpkin)
Meeting: Regular City Council - 06 Feb 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Summary of Request

The Wilco Ranch Revised Preliminary Plat includes 89.71 acres and is proposed to be 457 single-family residential lots, and 12 open space/drainage easement lots. 300 of the proposed lots are 40 feet wide, and 157 are 45 feet wide.

This plat was originally preliminary platted under Williamson County's jurisdiction, but they are requesting voluntary annexation to tie into the City's wastewater system, and therefore are platting with the City. The 40 foot wide lots are not normally allowed under the UDC, but are vested based on the date of the original plat.

The proposed subdivision conforms to the proposed development agreement, also on this agenda.

WEST: Extra-territorial Jurisdiction

NORTH: Extra-territorial Jurisdiction

EAST: Ed Schmidt Boulevard/ETJ

SOUTH: Limmer Loop/St. Patrick Catholic Church/Gas Station/City Water Tower

Utilities

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

Staff Recommendation:

This plat has been reviewed and all City comments have been addressed. The proposed Preliminary Plat is in compliance with the applicable subdivision regulations and Development Agreement.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

None at this time.

RECOMMENDATION:

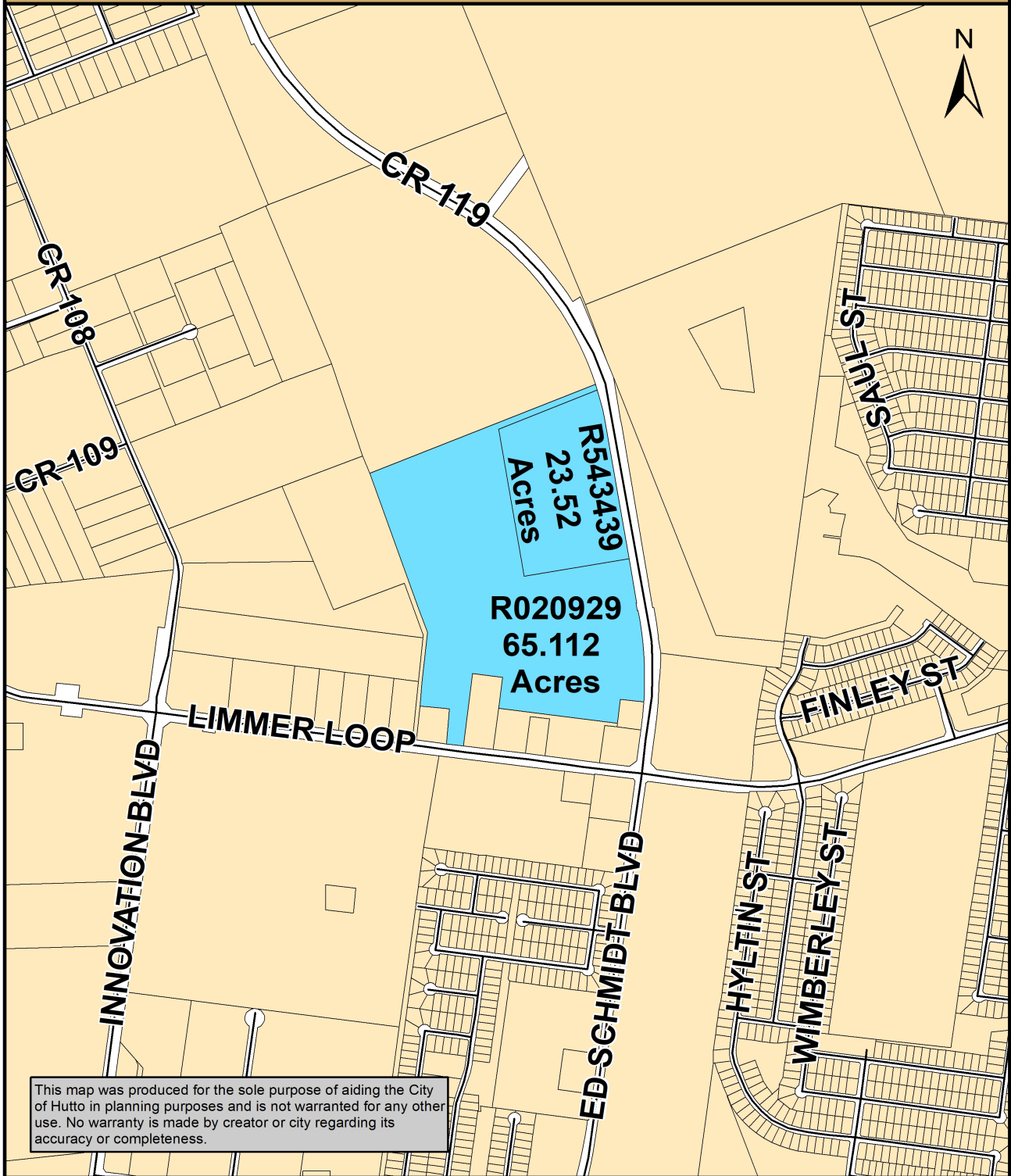
As the Planning and Zoning Commission recommended approval, staff recommends that the City Council approve the revised Preliminary Plat of the Wilco Ranch per Section 212.005 of the Texas Local Government Code.

ATTACHMENTS:

[WilcoRanchPrelim\(SiteMap\)](#)

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

Wilco Ranch



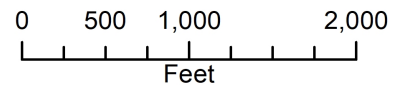
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document: (K:\SITE LOCATION MAPS\2019 Site

Location Maps\Limmer_Loop\Wilco_Ranch.mxd)

12/17/2019 -- 1:35:59 PM

Page 3 of 8



RESOLUTION NO.

**A RESOLUTION APPROVING THE PLAT KNOWN AS "WILCO RANCH
REVISED PRELIMINARY 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 "Wilco Ranch Revised Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **6th** day of the month **February, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

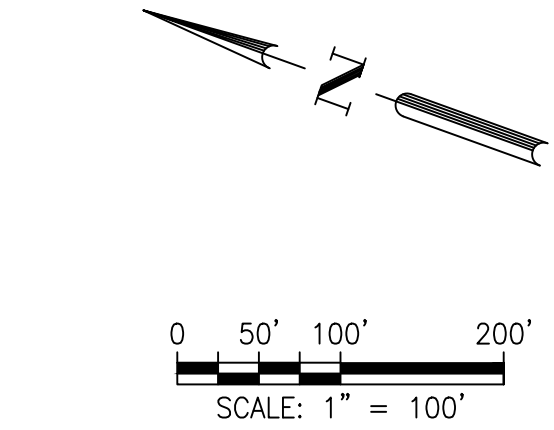
Stacy Schmitt, Appointed City Secretary

WILCO RANCH
REVISED PRELIMINARY PLAT

Received 11/20/19



KEY MAP
N.T.S.



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED LOT NUMBER
	PROPOSED EASEMENT
	EXISTING EASEMENT
	CITY LIMIT LINE
	MAILBOX KIOSK

- NOTES:
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
 - BUILDING SETBACK LINES SHALL CONFORM TO THE WILCO RANCH DEVELOPMENT AGREEMENT.
 - A 5' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
 - A 5' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
 - A 3' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
 - SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDE OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
 - 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 10 FEET.
 - UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: JONAH WATER SUD
WASTEWATER: JONAH WATER SUD
ELECTRIC: CNOR
GAS: ATMOS
 - THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YR FLOODPLAIN AS DEFINED BY FEMA PANEL NO. 48491C0505E - DATE: 09-26-08, 48491C0510E - DATE: 09-26-08, 48491C0515E - DATE: 09-26-08 AND 48491C0520E - DATE: 09-26-08.
 - AMENITY AND OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - THIS SUBDIVISION WILL BE ZONED SF-1 VILLAGE.
 - ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
 - THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 65%.
 - NO SIGNIFICANT TREES WERE LOCATED WITHIN THE PROJECT BOUNDARY.

PHASING TABLE					
PHASE	AC.	40' LOTS	45' LOTS	50' LOTS	O.S. & D.E. LOTS
PH 1	15.630	80	0	80	2
PROPOSED	74.080	220	157	374	10
TOTAL	89.710	300	157	457	12

NUMBER OF BLOCKS = 16

STREET TABLE						
STREET NAME	ROW WIDTH	STREET WIDTH	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP
BLACK BEAR DR	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
BLUEGILL DRIVE	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
GEMSBOK DRIVE	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
GRAY FOX LOOP	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
MOULFON ROAD	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
PRONGHORN STREET	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
STREET L	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
STREET M	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
STREET N	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
WATERBUCK COVE	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
WATERBUCK TRAIL	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC
						(TOTAL LF)
						13251
						(ROW AC)
						15.02

OWNER:
WAHRMUND LIVING TRUST
2725 LIMMER LOOP
HUTTO, TEXAS 78634

ENGINEER:
BGE INC.
1701 DIRECTORS BLVD.
SUITE 1000
AUSTIN, TEXAS 78744

SURVEYOR:
BGE INC.
1701 DIRECTORS BLVD.
SUITE 1000
AUSTIN, TEXAS 78744

CITY OF HUTTO DEVELOPMENT SERVICES:
500 W. LIVE OAK STREET
HUTTO, TEXAS 78634
512-759-3479

ELECTRIC SERVICE:
ONCOR
350 TEXAS AVENUE
ROUND ROCK, TEXAS 78664
512-244-5670

GAS SERVICE:
ATMOS ENERGY
512-415-8426

WATER & WASTEWATER
JONAH WATER SUD
4050 FM 1660
HUTTO, TX 78634
512-759-1286

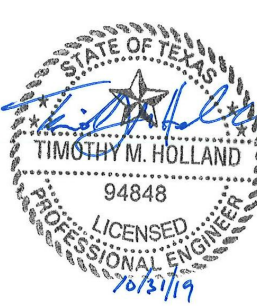
TV CABLE SERVICE:
SPECTRUM BUSINESS
205-602-6782

FIRE DEPARTMENT:
WILLAMSON COUNTY ESD #3
501 EXCHANGE BLVD.
HUTTO, TEXAS 78634
512-759-2616

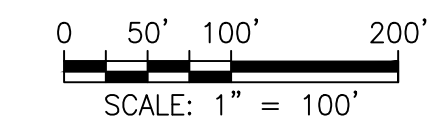
WILCO RANCH
HUTTO, TEXAS

PRELIMINARY PLAT

SUBMITTAL DATE: 10-31-19



SHEET
1 OF 4



 PROPERTY BOUNDARY
 PROPOSED RIGHT OF WAY
 EXISTING MAJOR CONTOUR
 EXISTING MINOR CONTOUR
 ROAD CENTERLINE
 PROPOSED LOT LINE
28 PROPOSED LOT NUMBER
 PROPOSED EASEMENT
 EXISTING EASEMENT
 PROPOSED WATER LINE

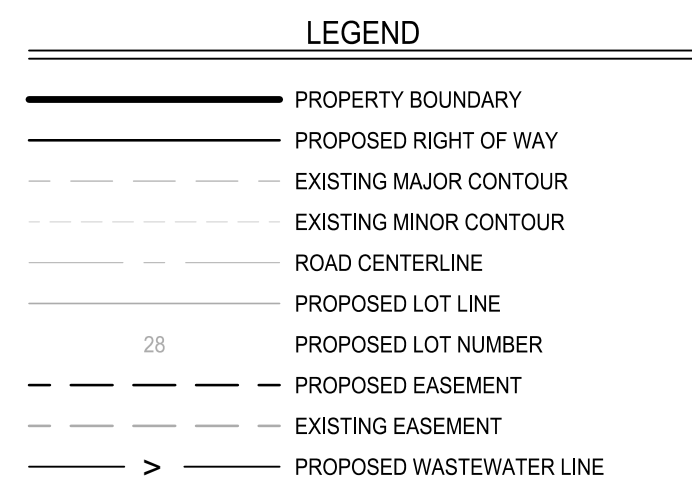
NOTES:
1. ALL WATERLINES SHOWN ARE 8" UNLESS OTHERWISE INDICATED. FIRE HYDRANTS, VALVES AND OTHER APPURTENANCES WILL BE LOCATED AND DESIGNED WITH SUBDIVISION CONSTRUCTION PLANS.

[illegible]

Received 11/20/19



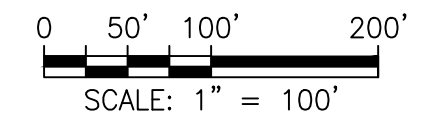
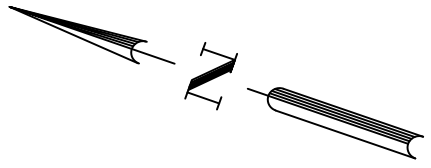
The diagram illustrates the three stages of a crack in a material. It shows a crack starting at a sharp point (initiation), growing through the material (propagation), and finally reaching a critical size where the material fractures (final fracture). The crack is shown as a jagged line, and the material is shown as a solid block.



NOTES:
1. ALL WASTEWATER LINES SHOWN ARE 8" UNLESS OTHERWISE INDICATED

WILCO RANCH HUTTO, TEXAS PRELIMINARY WASTEWATER LAYOUT	SUBMITTAL DATE: 10-28-19		BGE, INC. 1701 DIRECTORS BOULEVARD, SUITE 1000 HOUSTON, TEXAS 77056 TBEI Registration No. # 1046 TEL. 512-879-5400 www.bwengr.com		DESIGNED BY: DAZ	△	
					REVIEWED BY: TMH	△	
					DRAWN BY: DAZ	△	
						△	
						△	
SHEET 3 OF 4			DESCRIPTION:		REV:		DATE
							APR

WILCO RANCH REVISED PRELIMINARY PLAT



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED LOT NUMBER
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED WATER LINE

NOTES:
1. ALL WATERLINES SHOWN ARE 8" UNLESS OTHERWISE INDICATED. FIRE HYDRANTS, VALVES AND OTHER APPURTENANCES WILL BE LOCATED AND DESIGNED WITH SUBDIVISION CONSTRUCTION PLANS.

DESCRIPTION	
	APR
	DATE
	REV
DESIGNED BY:	DAZ
REVIEWED BY:	TMH
DRAWN BY:	DAZ



BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
HOUSTON, TEXAS 77056
TBE Registration No. F-1046
TEL 512-379-5000 www.bongear.com

WILCO RANCH
HUTTO, TEXAS
PRELIMINARY DRAINAGE LAYOUT

SUBMITTAL
DATE: 10-28-19

Received 11/20/19



SHEET
4 OF 4

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS PROFESSIONAL SERVICE AGREEMENT (“Agreement”) dated this _____ day of _____, 2020.

BETWEEN:

CITY OF HUTTO

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

(The “City”)

PROFESSIONAL

DCS Engineering, LLC
1101 S. Capital of Texas Highway, Suite G-
100,
Austin, TX 78746

(The “Professional”)

1. PURPOSE:

The City of Hutto, a Texas municipality, desires to enter into a service agreement with DCS Engineering, LLC, a Texas Limited Liability Corporation authorized to do business in the State of Texas, for the design of the Lakeside Estates Lift Station Abandonment project as described in **Appendix “A”** and other necessary services (the “Services”) in accordance with this Agreement. The Services in this Agreement will be utilized for the City of Hutto.

2. BACKGROUND:

- a. The Professional represents that it is in all respects, qualified, experienced, licensed, and able to provide the necessary Services to the City.
- b. The City is of the opinion that the Professional has the necessary qualifications, experience, licensing, and abilities to provide the necessary Services to the City.
- c. The Professional agrees to provide such Services to the City on the terms and conditions set out in this Agreement with the necessary skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license, and will do so as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional.

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

3. SERVICES PROVIDED/SCOPE OF SERVICES

- a. Professional shall perform the Services as more particularly described in the Scope of Services in **Appendix “A,”** which is attached and incorporated by reference and made a part of this Agreement. The work as described in the Scope of Services is basic services and constitutes

DCS Engineering, LLC, Professional Services

the “Project.” Unless otherwise provided in the Scope of Services, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

- b. The Quality of Services provided under this Agreement shall be of the level of professional care, quality and skill normally exercised by Professionals regularly performing this type of service.
- c. The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- d. The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.
- e. Professional will advise City as to the necessity of City’s providing or obtaining from others special data or special services required in connection with the Project (provided the data and services are not to be provided hereunder).
- f. The Services may also include any other tasks which the Parties may agree upon in writing (see Section 4 titled “Changes to Project Work; Additional Work”). The Professional hereby agrees to provide such Services to the City.
- g. In the case of any conflicts between the terms of this Agreement and the wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services and contract time only and shall not dictate Agreement terms.

4. CHANGES TO PROJECT WORK; ADDITIONAL WORK

- a. **Changes to Work:** Professional shall make such revisions to the Scope of Services that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed Scope of Services or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under the following paragraph.
- b. **Additional Work:** The City retains the right to make changes to the Scope of Services at any time by a written order. Work that is clearly not within the general description of the Scope of Services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Services governing the Project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Services. If the changes deduct from the extent of the Scope of Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.
- c. **Budget Limitations:** It is expressly understood and agreed by Professional that additional compensation may require Hutto City Council approval and is subject to the current budget year limitation.

5. PERSONNEL, EQUIPMENT, SUPPLIES AND LICENSES

- a. The Professional represents that it has or will secure at its own expense all personnel, equipment, tools, and supplies required in performing the Services under this Agreement. Any reimbursement for qualifying expenses under this Agreement is governed by Section 14(c) of this Agreement titled "Reimbursement of Expenses" and **Appendix B**.
- b. The Professional is responsible for providing any and all personnel needed to fulfill the Services in this Agreement, including hiring any assistants. Any hired assistants will be the sole employees of the Professional, and are not employees of the City.
- c. All of the Services required hereunder will be performed by the Professional or under its supervision.
- d. None of the work or Services covered by this Agreement shall be subcontracted or assigned without the prior written approval of the City.
- e. Professional warrants that it is fully licensed under all applicable local, state, and federal laws to perform the Services to be provided hereunder, and that solely the Professional is responsible for any fees or costs associated with obtaining or maintaining those licenses to perform the Services under this Agreement.

6. CONTROL

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

7. VACATIONS AND TRANSPORTATION:

- a. The Professional must provide its own transportation for itself and its employees. The City will not provide reimbursement for travel and transportation expenses.
- b. Any vacation time, holidays, sick leave, or training is the sole expense of the Professional and will not be paid by the City.

8. NO TRAINING PROVIDED:

- a. The City will not provide any training for either the Professional, its employees or assistants, or subcontractors.

9. TIME OF PERFORMANCE:

- a. **Commencing Services:** The Services of the Professional are to commence immediately, or as soon as practicable, after the execution of this Agreement and upon the proper approval and documents issued by the City, including the issuance of a Notice to Proceed, and shall be completed no later than the time specified in **Appendix A**.
- b. **Completion of Services:** The prompt completion of the services under the Scope of Services is critical to the City. City has reviewed the Scope of Services and determined that the Scope of Services provides sufficient time for the Professional to perform the Scope of Services. Unnecessary delays in providing the Scope of Services shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Services shall provide, in either calendar days, work days or

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by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Services as specified in **Appendix A**.

10. TERM OF AGREEMENT:

- a. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until satisfactory completion of the Scope of Services, subject to earlier termination as provided in this Agreement. The Term may be extended with written consent of the Parties.

11. REPORTING:

- a. The City’s primary representative for this Agreement shall be Mr. Samuel Ray, P.E. The City Manager shall be an alternate representative. The City shall not be liable for Professional’s expenses incurred in reliance on directions received from any other municipal officer or employee. The Professional’s representative shall be Mr. Darren C Strozewski, P.E. Reliance by the City on representations by any other person shall be at the City’s own risk.

12. RECORDS:

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

13. PERFORMANCE/ETHICS:

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

14. COMPENSATION:

- a. The Professional shall be paid in the manner set forth in **Appendix B** and as provided herein. However, nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City in its employee’s reasonable judgment or which is not submitted in compliance with the terms of this Agreement. City will not be required to make any payments to Professional when Professional is in default under this Agreement, nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if Professional is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement by City shall not be deemed a waiver of any subsequent default.
- b. **Billing Period:** The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Professional’s invoice in proper form and content. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- c. **Reimbursable Expenses:** Any and all reimbursable expenses related to the Project shall be included in the Scope of Services (**Appendix A**) and accounted for in the total contract amount. If these items are not specifically accounted for in **Appendix A** they shall be considered a part of the total Agreement amount.

15. TERMINATION OF AGREEMENT:

- a. This Agreement may be terminated:
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- i. By the mutual agreement and consent of both Professional and City;
 - ii. By either Party, upon the failure of the other Party to fulfill its obligations as set forth in either this Agreement or a Scope of Services issued under this Agreement;
 - iii. By the City, immediately upon notice in writing to the Professional, as consequences of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner; or
 - iv. By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.
- b. If the City terminates this Agreement pursuant to Section 9(b) or subsection 15(A)(ii) or (iii), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing the work to date of termination, the value of the work that is nonetheless useable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic and additional services actually performed prior to termination, together with any reimbursable expenses then due.

16. NO RIGHT TO DISMISS:

- a. The Professional cannot be dismissed or terminated unless there is a breach of this Agreement, or as stipulated in Section 15 of this Agreement.

17. TRADE SECRETS:

- a. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the City, which are secret and proprietary to the City, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the City.
- b. The Professional agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Professional has obtained, except as authorized by the City or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

18. OWNERSHIP OF INTELLECTUAL PROPERTY AND DOCUMENTS:

a. Intellectual Property:

- i. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the City. The use of the Intellectual Property by the City will not be restricted in any manner.
- ii. The Professional may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the City. The Professional will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

b. Documents:

DCS Engineering, LLC, Professional Services

- i. Upon completion or termination of this Agreement, all final documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All final drawings, charts, calculations, plans, specifications, and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPATATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

19. RETURN OF PROPERTY:

- a. Upon the expiration or termination of this Agreement, the Professional will return to the City any property, documentation, records, or confidential information which is the property of the City.

20. CAPACITY/INDEPENDENT CONTRACTOR:

- a. In providing the Services under this Agreement, it is expressly agreed that the Professional is acting as an independent contractor and not as an employee. The Professional and the City acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively an Agreement for Service.
- b. The City is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Professional during the Term. The Professional is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Professional under this Agreement and those of the Professional's employees and assistants.
- c. The parties intend that an independent contractor/City relationship be created by this Agreement. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Professional. Professional is not considered to be an agent or employee of the City for any purpose, and the employees and assistants of the Professional are not entitled to any benefits that the City provides for its employees. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- d. It is understood that the City does not agree to use the Professional exclusively. It is further understood that the Professional is free to contract for similar services to be performed for others while it is under contract with the City.

21. CONFLICTS OF INTEREST:

- a. Professional agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision, or payment for this Agreement, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Agreement. If the Professional learns of any such interest, the

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Professional shall, without delay, inform the City Attorney or one of the officers specified in Section 11 of this Agreement titled "Reporting."

22. NON-COLLUSION:

- a. Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

23. FORCE MAJEURE:

- a. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Section.

24. NOTICE:

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

If to the City:

- i. Charles Daniels, Interim City Manager
Alecia Mosadomi, Assistant
City Attorney City of Hutto
500 West Live Oak Street
Hutto, TX 78634

If to the Professional:

- ii. Darren C Strozewski, P.E.
1101 S. Capital of Texas Hwy, Bldg G-100
Austin, TX 78634
Telephone: (512) 614-6171

or to such other address as either Party may notify the other in writing, and will be deemed properly delivered (a) immediately upon being served personally, (b) three (3) days after being

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deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

25. PROFESSIONAL'S SEAL:

- a. To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the work using the documents prepared by the Professional under the Scope of Services to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for information purposes only and are not guarantees.

26. RIGHT TO AUDIT:

- a. City shall have the right to examine and audit the books and records of Professional at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of the Agreement.

27. RISK:

- a. The Professional shall perform the work under this Agreement at its own risk. The Professional assumes all responsibility for the condition of tools, equipment, materials, and job site.

28. INSURANCE REQUIREMENTS:

- a. The Professional has secured and shall maintain insurance for the risks and in the amounts specified in **Appendix C**. The Professional and its insurance carrier waive subrogation against the City.

29. COMPLIANCE WITH LAWS

- a. The Professional shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations effective at the time of this Agreement. When required, the Professional shall furnish the City with satisfactory proof of compliance.

b. Prevailing Wage Requirements:

- i. Professional agrees under this Agreement to comply with Texas Government Code Chapter 2258 and to pay (and ensure subcontractors pay) prevailing wage rates to any workers and laborers used in connection with the services stipulated under this Agreement. This includes paying at least the applicable prevailing wage rates for public work activities performed under this Agreement, complying with overtime and working hour requirements, complying with apprenticeship obligations, and complying with payroll record keeping requirements or other obligations as required by law. Professional agrees to use the wage rates as determined by the locality in which the work is being performed. The City of Hutto currently uses Williamson County rates as determined by the Department of Labor found at <https://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>. Professional further agrees to make payroll records electronically available during reasonable business

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hours so that the City may ensure prevailing wages are being paid in connection to this Agreement. By signing this Agreement, Professional understands and agrees that failure to pay workers and laborers may result in criminal and civil penalties, the payment to the City of a sixty dollar (\$60.00) fine for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates required under law, and/or the City withholding payment of entire Compensation amounts for the time the City determines whether a violation of Chapter 2258 has occurred. Professional understands that any fees collected by the City may be used to offset any costs associated with the administration of Chapter 2258.

30. MODIFICATION OF AGREEMENT:

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

31. ASSIGNMENT:

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

32. SUBLETTING:

- a. The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Services issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Services. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

33. ENTIRE AGREEMENT:

- a. All Parties mutually agreed to the terms of this Agreement. The Agreement should not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the Parties.

34. ENUREMENT:

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

35. TITLES/HEADINGS:

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

36. CHOICE OF LAW/JURISDICTION:

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

37. DISPUTE RESOLUTION:

- a. The parties agree that, prior to instituting any litigation or other proceeding arising from a dispute

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under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps:

- i. A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute.
- ii. If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute.
- iii. If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

38. INDEMNITY:

- a. Professional agrees to indemnify and hold harmless the City for any liability for damage to the extent such damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or the indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control, pursuant to Texas Local Government Code Section 271.904(a), as applicable.

39. SEVERABILITY:

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

40. COUNTERPARTS

- a. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

41. EXHIBITS:

- a. All exhibits and appendices to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

42. WAIVER:

- a. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

43. DISCLOSURE OF BUSINESS RELATIONS/AFFILIATIONS; CONFLICT OF INTEREST QUESTIONNAIRE

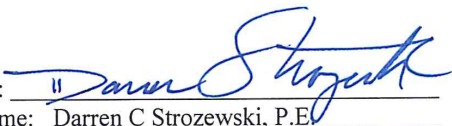
- a. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

IN WITNESS WHEREOF the Parties have duly affixed their signatures and executed this Agreement on this _____ day of _____.

CITY:

PROFESSIONAL

By: _____
Name: _____
Title: _____

By: 
Name: Darren C Strozewski, P.E.
Title: Principal

APPROVED AS TO FORM:

By: _____
Attorney for the City of Hutto

APPENDIX A: SCOPE OF SERVICES

DCS ENGINEERING, LLC for LAKESIDE ESTATES LIFT STATION ABANDONMENT

SCOPE OF SERVICES

Title: Lakeside Estates Lift Station Abandonment

1. Specific Project Data

A. Description:

This project involves decommissioning the Lakeside Estates Lift Station, installation of approximately 7,800 feet of 12-inch and 15-inch sanitary sewer interceptor pipe along the drainage corridor east of FM 685, Installation of approximately 100 feet of 12-inch pipe in 24-inch steel casing by bore and jack beneath Great Western Dr., pipe bursting approximately 285 feet of 12" PVC sanitary sewer with 18" HDPE sanitary sewer, construction of a splitter box to redirect approximately 700 LUEs through the Park at Brushy Creek Subdivision, and modification of two existing manholes. The gravity interceptor will be designed to collect all flow from the Lakeside Estates Lift Station and convey it to the Enclave Lift Station. Additionally, the interceptor will be sized to accommodate all currently undeveloped land within its sub basin per the 2018 Wastewater Master Plan. Wastewater will flow north, along the east side of FM 685 through the new interceptor, cross under Great Western Dr. with steel casing installed by bore and jack, tie into the existing wastewater manhole in Riverwalk Dr., travel through the new 18" HDPE wastewater line installed beneath Riverwalk Dr via pipe bursting, then travel north beneath the existing pedestrian bridge across Brushy Creek to the existing Enclave lift station. The pipe beneath the pedestrian bridge will be decommissioned at such time as the Brushy Creek Interceptor is constructed. At that time, the wastewater will be redirected to the Brushy Creek Interceptor on the south side of Brushy Creek. The existing 6" forcemain will be abandoned in place without being grouted with flowable fill.

The engineering process will include work needed to evaluate the wastewater interceptor sizing and ultimate service areas. Surveying, geotechnical, permitting, design (civil, structural and traffic control), bidding, and construction administration are included in the attached scope of services.

DCS anticipates easement acquisition as part of this project since some of the work is anticipated to be outside existing easements, City owned land, or within existing public rights of way. Easements will not be created for portions of the interceptor alignments that are within existing City owned lands. Coordination and easement exhibit creation is included for easements across two tracts. DCS will work closely with City of Hutto to coordinate and support the necessary easement acquisitions for this project. It should be noted here that the project is wholly within the jurisdiction of the City and will not require Williamson County or TXDOT approvals.

The engineer's opinion of most probable construction cost for the facilities reflects current market conditions and the conceptual design's scope of construction work required to implement the project. The Lakeside Estates Lift Station Abandonment project engineer's opinion of most probable construction cost including 15% contingency but excluding easement and professional engineering fees equals \$1,695,000. The two easements required are located within the Riverwalk POA. It is anticipated that the City will be able to acquire the necessary easements without additional cost. Costs will be confirmed in the first step of the below project.

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B. Number of Construction Contracts: This project will be designed and constructed under a single construction contract.

2. **Services of Engineer**

For this project, the Engineer shall provide the following scope of work related to the engineering design of:

- Approximately 7,800 linear feet of 12-inch and 15-inch sanitary sewer interceptor by open cut construction
- Approximately 100 linear feet of 12-inch sanitary sewer via boring and jacking Great Western Dr.
- Approximately 285 linear feet of pipe bursting 12" PVC to 18" HDPE sanitary sewer pipe
- Sanitary sewer stub outs as required to serve surrounding developments
- Decommissioning of the Lakeside Estates lift station. Note that electrical equipment, pumps, generator, and control panels will be salvaged by the Contractor and conveyed to the City's warehouse.
- Construction of a splitter box to redirect approximately 700 LUEs through the Park at Brushy Creek Subdivision
- Modifications to two existing manholes

ITEM 1.0 - PROJECT MANAGEMENT

1.1 Management Plan

The ENGINEER shall prepare a Management Plan, which shall include the project Scope of Work, organization responsibilities, communications procedures, schedule, budget, quality control process, and billing.

1.2 Subconsultant Management

The ENGINEER shall provide management of Subconsultants including coordination of their project services. The list of sub-consultants is included under Section 4.

1.3 Project Meetings

The ENGINEER shall conduct project meetings to obtain input and decisions from City staff. ENGINEER shall be responsible for developing meeting agendas and shall prepare the material as needed to achieve the meeting objectives. ENGINEER shall prepare meeting minutes and submit them electronically to the City Engineer. Specific meetings planned for project management purposes are as follows:

1.3.1 Project Kickoff Meeting: The ENGINEER shall conduct a project kickoff meeting at the City offices to introduce the project team members, review project goals and objectives, discuss project elements and responsibilities, delineate communications procedures, and review the project schedule. ENGINEER shall identify any information needed from City staff to complete the work.

1.3.2 Preliminary Design Workshop/30 Percent Design Review: The ENGINEER shall conduct a workshop at the City office during the preliminary design phase. Items to be discussed during the workshop may include, but not be limited to, sanitary sewer alignments, utility conflicts, technical issues, easement acquisition, decisions needed from City staff, etc.

1.3.3 60 Percent Design Review: The ENGINEER shall conduct a 60 Percent design review at the City office after submittal and City review of the 60 percent plans. The purpose of this meeting is to collect and discuss city comments on the 60 percent design plans, identify any decisions needed from City staff, etc.

1.3.4 90 Percent Design Review: The ENGINEER shall conduct a 90 percent design review at the City office after submittal and City review of the 90 percent plans and specifications. The purpose of this meeting is to collect and discuss city comments on the 90 percent design plans, identify any decisions needed from City staff, etc.

1.3.5 Monthly Status Meetings: The ENGINEER shall conduct monthly status meetings at the City office during the course of the work. Items to be discussed during the

monthly meeting may include, but not be limited to, progress reports, technical issues, policy interpretations, anticipated challenges, decisions needed from City staff, goals, invoices, etc. The City Engineer shall schedule the meetings and may cancel or call for additional meetings as needed.

1.4 Quality Assurance/Quality Control

The ENGINEER shall provide Quality Assurance/Quality Control by having a senior representative of the ENGINEER review the final plans and specifications with their comments addressed prior to submitting the final review plans and specifications to the City.

1.5 Project Schedule

The ENGINEER shall prepare a Project Schedule in order to identify the critical path(s) and challenges within the implementation of the Project.

1.6 Engineer's Opinion of Most Probable Cost

The ENGINEER will prepare an "Opinion of Most Probable Cost" which shall include the estimated construction cost for the interceptor at the conclusion of the Preliminary Design, 90% Plan Submittal, and Final Submittal of work. Additional costs will be included for easements and "soft" costs (engineering fees, surveying fees, legal fees, permitting fees, etc.) associated with the final design and easement acquisition.

ITEM 2.0 - STUDY AND REPORT SERVICES

2.1 Rights of Entry for anticipated Easements: Research the ownership and mailing address of each property owner along the proposed route(s), prepare "right of entry letters", mail, and file owner's response. The City will inform each property owner (prior to mailing the letters) about the importance of gaining access onto their properties in order to conduct field investigations, surveys, soil sampling, etc. through the duration of the engineering work. We have found that when the right of entry is personally discussed with each property owner (in lieu of merely sending them a "form" letter), the property owners are much more amenable to granting the entrance rights. We desire for the City to secure rights of entry as soon as possible after authorization to begin work is given to DCS.

2.2 Floodplain Delineation including cross-section determination, cross-section development, channel profiling, hydrologic modeling, hydraulic modeling, 100-year water surface profiling, and hydraulic report are explicitly excluded from this scope of work. We will obtain and use the limits of the 100-year flood plain from FEMA. Information used will include: 100-year floodplain limits, floodway, and 100-year water surface elevations at the designated creek cross sections as shown on the FIRM map. This information will be used to establish the horizontal and vertical locations of the proposed manhole rims and vent elevations along the proposed interceptor route. Moreover, if a landowner intends to reclaim acreage within the 100-year floodplain limits at a future date, DCS will adjust the interceptor alignment to account for this but only if hydraulic model results, showing the new horizontal limits of the 100-year floodplain with associated 100-year water surface elevations, are provided to DCS in a sealed engineering report by a State of Texas licensed professional engineer.

2.3 Wastewater Flows

2.3.1 The last update to the City wastewater flow projections and CIP list update was in January 2019 by DCS. This information will be used in various portions of the proposed engineering effort including ultimate wastewater demands for the proposed sanitary sewer interceptor.

2.3.2 The wastewater analysis will include work needed to evaluate the wastewater interceptor sizing, location, service area stub-outs/flow injection points, and entire interceptor service area, including the existing developed and undeveloped areas that will contribute flow during the lifetime of the interceptor using the flow projections mentioned above. Wastewater flows will be modeled to calculate the capacity for the proposed wastewater interceptors at critical points along the route to confirm pipe size, depth, and slope are adequate to serve the sub-basins. This interceptor will be

sized to convey the flows from the triangular tract of land between FM 685 and SH-130.

2.4 Route Wastewater Interceptor

2.4.1 The ENGINEER will research and obtain applicable documents for ownership, deeds, utility or other easements within subject parcels, and public right-of-ways for use in establishing the routes of the interceptor.

2.4.2 The ENGINEER will prepare a schematic map of the proposed routes utilizing CAPCOG aerial photographs, City of Hutto Lidar data, City GIS data, FEMA floodplain delineation, parcel maps, preliminary design considerations, and record drawings of previous infrastructure projects in the vicinity. Based on this work, the ENGINEER and City will define routes for the interceptors and sewer stub-outs.

2.4.3 Utilizing the latitude and longitude coordinates obtained from above, the ENGINEER will hike the alignments using a handheld GPS, and field stake the recommended alignments and lift station locations for review with City and/or each property owner. ENGINEER will make adjustments to the field staked alignment based upon field observations and City/property owner input. The ENGINEER will document the alignment with digital photographs for future reference.

2.4.4 The ENGINEER shall coordinate with the official maps for the Edwards Aquifer Recharge and Transition Zones located at TCEQ and the Edwards Underground Water District.

2.4.5 The ENGINEER shall coordinate the interceptor design with plans and specifications, design completed or underway by others, of any projects within the vicinity that may impact the interceptor. City shall provide ENGINEER with one copy of the plans and specifications for any project identified as impactful.

2.5 Interceptor Activation Plan

2.5.1 ENGINEER shall incorporate into the Final Design the measures required to serve existing or proposed wastewater flows which require service as part of the completion of the interceptor. The timing and sequencing of the decommissioning of the Lakeside Estates Lift Station and its forcemain with emergency generator will be included in this work. Infrastructure, phasing, and a sequence of construction plan to accommodate the selected scenario will be identified in the construction sequence in the plans and/or scope of work specification. The plan will also identify activation time frames for new systems to come on-line and begin operating; and identify specific details requiring attention for a smooth transition.

ITEM 3.0 - PRELIMINARY DESIGN SERVICES

3.1 Surveying

3.1.1 Topographic Survey – Prepare a topographic survey of the interceptor route, and Lakeside Estates Lift Station site. As part of the easement and topographic survey, street right of ways; and property boundaries will be established as required for easement preparation. All surface features will be located along with underground utilities as marked in the field by the Texas One-Call System. This survey scope of work is based on the below items:

a. Wastewater Interceptor: 7,800 linear feet comprised of a 100 ft width for the entire route. Obtaining the top bank on only the nearest side of water features within the survey area; and back of fence where the survey area is adjacent to subdivisions.

b. Sanitary Sewer Stub-outs: Topographic surveying of these future extensions is specifically excluded from this proposal. The ENGINEER shall use City Lidar data in his preliminary design of these stub-outs to confirm ample depth is provided to achieve service to the far reaches of the individual sub-basins of the interceptor's service area that the stub-outs are intended to serve.

3.1.2 Prepare Easements – Prepare a metes and bounds description along with an

accompanying drawing of each temporary and permanent easement to be used as an attachment to each easement document (as prepared by the City's legal counsel and/or easement acquisition firm). This proposal is limited to the acquisition of a total of 2 permanent easements with an adjoining temporary easement for sanitary sewer interceptor, sanitary sewer stub-outs, and construction access. One construction laydown area will be provided to the Contractor within the limits of the City's property near the Lakeside Estates lift station. If additional easements are deemed necessary for the project, then additional scopes and fees will be prepared for the quantity of additional easements that are required. Temporary and permanent easement limits will not be staked in the field as part of this work.

- 3.1.3 Borehole locations from the geotechnical investigation will be surveyed at the time the topographic survey is conducted.
- 3.1.4 The survey shall include the establishment of temporary benchmarks with horizontal and vertical control points using the same coordinate system.
- 3.1.5 A tree survey shall be conducted in accordance with the City of Hutto standard requirements for 8" diameter trees and larger. For areas where the interceptor work will be in proximity to, but will not have the potential to demolish existing trees, the brush lines/tree line shall be obtained.
- 3.1.6 Utility Potholing – Potholing of existing utilities in unpaved areas to confirm horizontal and vertical locations is specifically excluded from this scope of work. If potholing is deemed necessary during the project, then a contract amendment will be necessary. If potholing is performed, locations will be based on record drawing locations of existing wet utility lines. No dry utilities (phone, cable, gas, electric) will be potholed. The pothole locations will be surveyed by the project surveyor.
- 3.2 Geotechnical Investigation
 - 3.2.1 The ENGINEER will manage and coordinate the efforts of the Geotechnical Engineer for the geotechnical analysis for the Project. Boreholes shall be drilled at ten (10) strategic locations for the wastewater interceptor. Drill depths will be up to 30 ft below natural ground along the route in order to establish the basis of design for the pipeline, trench design, embedment, backfill, manholes, bore & jack operations, and appurtenances. All 10 of these borings will be drilled to 15 ft to 30 ft deep for the interceptor spaced at about 800 foot intervals. Total drilled depth is 205 ft. Geotechnical Engineer shall provide soil data required to calculate a recommendation on pipe stiffness and embedment to be used for the various depths of bury. The pipelines are anticipated to be constructed in Austin Limestone or Taylor Clay. Groundwater depths and cave in depths will be recorded and included in the report for all the bores.
 - 3.2.2 The Geotechnical Engineer shall prepare one (1) report for use in the design and construction of the interceptor which will further detail the soil conditions for the basis of design, bidding, and construction.
- 3.3 Environmental Considerations
 - 3.3.1 Section 404 Permitting
 - a. This project is not expected to be permitted under *Nationwide Permit No. 12 – Utility Line Activities*. If it is determined that this is required, ENGINEER shall prepare an additional scope and fee for the services which will include but not be limited to the following: ENGINEER shall coordinate Section 404 permitting with the USACE, if notification to the USACE for a 404 permit is required for the project. IES will prepare a pre-construction notification for submittal to the U.S. Army Corps of Engineers (USACE), if necessary. This task will include coordination with the USACE in order to obtain the 404 nationwide permit, which would include compliance with the general conditions for nationwide permits such as archaeological survey, coordination with other state and federal review agencies as necessary, and a mitigation plan detailing compensatory mitigation proposed for impacts to jurisdictional waters of the U.S., if necessary.

3.4 Easement Requirements

3.4.1 Easement Identification

The ENGINEER will identify the land parcels, tracts, and lots from which easements will be required. A map will be prepared identifying each affected tract of land with a unique identifier and will include the current ownership, acreage, and recordation information based upon deed records obtained from the Williamson County Appraisal District.

3.4.2 Easement Width Recommendations

Based upon the preliminary plan and profile of the interceptor, the ENGINEER will recommend minimum easement widths required along the alignments of the Project. These easements and their corresponding widths will be clearly depicted on the preliminary plan view/layout drawings.

3.4.3 Preparation of the Easement Document

The City or its third party representative will meet with land owners, negotiate easement terms, coordinate, manage, and direct the preparation of the easement document for review, comment, approval from Hutto's City Attorney, and submit easement documents for official filing. The ENGINEER will provide the easement exhibit as described in this scope of work for attachment to this document.

3.4.4 Preliminary Estimate of Land Values

The City will work with their Land Appraiser to prepare a preliminary estimate of the land values and associated easement values for the Project. The ENGINEER will obtain these easement values from the City for inclusion in the project's overall cost.

3.4.5 Landowner Meetings

The City or its third party representative will meet with each affected property owner along the route of the interceptor to discuss the merits or concerns of the alignment. ENGINEER will incorporate results of these meetings into design of the project.

3.4.6 Interceptor Route Adjustments

Based upon the outcome of the landowner meetings described in 3.4.5, appropriate alignment adjustments may be made where deemed possible and/or practical to accommodate the property owners.

3.4.7 Attorney Services

During the course of the Work, the need for additional services related to the right of entry described above may be identified which require the services of a real property attorney. These potential services will be provided and paid for by the City.

3.4.8 Additional Services

This proposal does not include services related to the condemnation of any of the easements. If condemnation proceedings do occur, then we will negotiate said services at the appropriate time.

3.5 Coordination with Regulatory Agencies, Private Utilities, and Potential Utility Customers

3.5.1 Regulatory Agencies

The ENGINEER shall identify the regulatory agencies for which permitting of construction activities will be required and shall meet with, and coordinate with these agencies to brief them on the particulars associated with this Project and gather permitting information which will be useful in ordinance compliance and final design. The ENGINEER will prepare and process permits required by outside agencies. The City shall be responsible for permit fees and signatures as necessary for processing. TCEQ and the City of Hutto will be coordinated with for work within right of ways regarding proposed interceptor.

3.5.2 Private Utility Companies (Gas, Electric, Telephone, and Cable)

The ENGINEER shall review the preliminary interceptor plans with each private utility to clearly set forth the project objectives and to determine if any utility has any concerns or objections. Effort will be expended to resolve any potential conflicts as well as to absolve the concerns and/or objections.

3.5.3 Potable Water Providers

- The ENGINEER shall review the preliminary interceptor plans with Manville WSC to clearly set forth the project objectives and to determine if there are any concerns or objections. Effort will be expended to resolve any potential conflicts as well as to absolve the concerns and/or objections.
- 3.5.4 Developments Adjacent to Proposed Interceptor
The ENGINEER will coordinate with the Owners of proposed developments along the interceptor route for desired service by the proposed interceptor.
 - 3.6 Interceptor and Sanitary Sewer Stub-out Preliminary Design
 - 3.6.1 The ENGINEER shall prepare a plan and profile of the proposed interceptor based upon the horizontal alignment, topographic survey, existing easements, proposed easements, and property boundaries for review with the City. The route will be based upon the one established under Item 2 of this scope.
 - 3.6.2 Utilizing the criteria set forth in City Design Standards and compliant with the TCEQ's Chapter 217, "Design Criteria for Domestic Wastewater Systems," the ENGINEER will verify pipe diameter(s) required for each segment of the interceptor as established under Item 2 of this Task Order.
 - 3.6.3 The ENGINEER will evaluate various possible pipe and manhole materials including an analysis of the pros and cons involved with each alternative used to establish the Engineer's recommendation.
 - 3.6.4 The ENGINEER shall evaluate various alternatives and set forth recommendations for the following:
 - 3.6.5.1 Trench design
 - 3.6.5.2 Embedment and backfill materials and methods
 - 3.6.5.3 Jacking and boring
 - 3.6.5.4 Pipe bursting
 - 3.6.5 The ENGINEER shall perform calculations to determine the pipe stiffness(es) recommended for pipe material(s) based upon bury depth, trench configuration, and embedment method.
 - 3.6.6 The ENGINEER shall evaluate testing methods and acceptance criteria used to establish recommendations to be incorporated into the "Technical Specifications."
 - 3.6.7 The ENGINEER shall prepare an outline of the "Technical Specifications" and prepare a summary/briefing of the specifications recommended for the Project.
 - 3.7 Preliminary plans and profiles, preliminary details, preliminary technical specifications, and a preliminary Engineer's Opinion of Probable Cost will be provided to the City to conclude the efforts defined under Item 3. Upon review by the City, ENGINEER will include City staff comments and move forward into the final design phase.

ITEM 4.0 - FINAL DESIGN SERVICES

- 4.1 ENGINEER shall evaluate testing methods and acceptance criteria and clearly set forth recommendations to be incorporated into the "Technical Specifications."
- 4.2 Prepare plans and specifications (contract documents) for construction of facilities enumerated in the above Section 2 and Preliminary Design under Item 3.0 as authorized by the City. Half size drawings (i.e. 11" x 17" drawings) and project manual (i.e. specification book) will be produced for this project. Plans and specifications shall be per the City's regulations (latest edition) and Engineering Design Guidelines & Construction Standards (latest edition) and all updates of these standards up to the time of the beginning of the bidding phase.
 - 4.2.1 Prepare Plans and Specifications for the Lakeside Estates Lift Station Abandonment Interceptor
 - 4.2.2 Prepare Plans and Specifications for the demolition of Lakeside Estates Lift Station
- 4.3 Prepare traffic control plans in those areas deemed necessary. Traffic control layouts and details will be included in the plan set(s).

- 4.4 Submit required information and/or plans and specifications to obtain approval or permits from TCEQ (wastewater department), private water suppliers (Manville WSC), and City of Hutto for the proposed sanitary sewer line.
- 4.5 Deliverables:
 - 4.5.1 60 Percent Design Submittal: The 60 Percent design submittal will include plans only.
 - 4.5.2 90 Percent Design Submittal: The 90 Percent design submittal will include plans, specifications, and 90% Engineer's Opinion of Probable Construction Cost.
 - 4.5.3 Final Submittal: The final submittal will include final plans, specifications, and Engineer's Opinion of Probable Construction Cost.

ITEM 5.0 – BIDDING AND AWARD SERVICES

- 5.1 Assist the City in receiving bids from General Contractors for this project. Work will include conducting a prebid meeting with the Contractors to review the scope of work as presented on the contract documents described above. Addenda to the bid documents shall be generated as required to address Contractor comments or questions. Additional costs for advertising are not included in this fee proposal and will be billed separately, if required.
- 5.2 The bid documents will be structured to have one bid for the Project.
- 5.3 Civcast will be utilized to maintain the plan holder and distribution lists. Civcast will provide bid packages to the Contractors at no cost. DCS will provide PDF copies of the plans and specification book to Civcast for their use.
- 5.4 Assist the City in the opening and tabulation of bids for construction of the Project, and consult with the City as to the proper action to be taken, based on the engineering considerations involved.
- 5.5 Assist in the preparation of formal Contract Documents, perform the bid tabulation, and letter of recommendation of award for Contractor.

ITEM 6.0 - CONSTRUCTION MANAGEMENT & CONSTRUCTION ADMINISTRATION SERVICES

- 6.1 Coordinate and oversee the participation in a Pre-construction conference for the Project to be held at the beginning of construction at the City Engineer's office.
- 6.2 Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.
- 6.3 Administer monthly construction status meetings and conduct site visit on the same day. Review and recommend for approval Contractor pay request applications. Perform construction management duties for overall project that normally arise during daily construction activities.
- 6.4 Conduct, in company with the City, a substantial completion punchlist and final completion punchlist for all civil/mechanical/structural/electrical/etc. work of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect City's final payment to the contractors.
- 6.5 Prepare full size record drawings utilizing hand marked changes to the construction plans. Furnish one electronic PDF copy on CD and two 11 x 17 copies of the record drawings to the City.
- 6.6 Resident Project Representative Services are specifically excluded from this scope of work. Therefore, daily or weekly inspection of the work will not be conducted by DCS. In

accordance with City requirements, the City of Hutto's Resident Project Representatives will be performing these duties on this project.

- 6.7 DCS shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. DCS shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
- 6.8 Construction Staking – Temporary and permanent easement limits will not be staked in the field as part of this work. Construction layout, cut sheets, and staking for line and grade are specifically excluded from this scope of work and shall be provided and paid for by the construction contractor.
- 6.9 Construction Materials Testing - Construction materials testing is not included in this scope of work. City will contract directly with the materials testing lab for testing and billing of all samples taken during the construction phase of the project.

3. **Owner's Responsibilities**

- A. Owner shall be responsible for permit fees, cost of newspaper advertisements for all phases of the project, and signatures as necessary for processing.
- B. Owner shall provide record drawings and geotechnical reports for City roadways and utilities in proximity to or which the proposed project crosses.
- C. Per the Easement Requirements discussion in Item 3.4 above, the City or its third party representative will meet with land owners, negotiate easement terms based on DCS's project needs/recommendations. DCS will coordinate, manage, and direct the preparation of the easement document for review, comment, approval from Hutto's City Attorney. The City will submit easement documents for official filing. The City will work with their Land Appraiser to prepare a preliminary estimate of the land values and associated easement values for the Project. Services of a real property attorney, if required, will be provided and paid for by the City.
- D. City or its third party representative shall inform each property owner (prior to mailing the right of entry letters) about the importance of gaining access onto their properties in order to conduct field investigations, surveys, soil sampling, etc. through the duration of the engineering work. And assist in obtaining permission from the land owners for the right of entry to the properties to conduct the activities outlined in this proposal. DCS shall prepare the right of entry letter(s) outlining the easement and/or proposed scope of work to the land owner(s).

4. **SubConsultants:**

- A. Surveying – Inland Geodetics, LLC
- B. Geotechnical Engineer – Arias & Associates, Inc.

5. **Other Modifications to Agreement:**

None

TIME AND PERFORMANCE: Services are expected to be rendered by Professional and commence on the date this Agreement is executed, or within a reasonable time thereafter. Services are to be completed as outlined in this Scope of Services.

The timeline is based on receiving the notice to proceed by February 6, 2020. Construction will reach substantial completion by March 17, 2021 and a final completion date by April 16, 2021 which includes the average number of rain days per month experienced in Central Texas. Substantial completion will be defined in the bid documents to the Contractor as the proposed sanitary sewer pipe being capable of safely, reliably, and consistently conveying raw sewage from the Lakeside Lift Station wet well to the Enclave Lift Station.

The services for the preliminary design (two months), final design (two months), client review and DCS

response to comments (one month), bidding and award (two months), and construction (eight months) will be performed over a total of 15 months with completion dates as noted below.

- | | |
|---|-------------------------------|
| • Notice to Proceed | Issued by February 6, 2020 |
| • Preliminary Design | Complete by March 24, 2020 |
| • Final Design – 90% Design Submittal | Complete by May 22, 2020 |
| • Client 90% Design Review | Comments to DCS by June 12, |
| • Final Design – 100% Design Submittal | 2020 Complete by July 2, 2020 |
| • Advertisement | July 7, 2020 |
| • Bid Opening | July 28, 2020 |
| • Award | August 7, 2020 |
| • Contractor's Notice to Proceed | August 14, 2020 |
| • Substantial Construction Completion | March 17, 2021 |
| • Final Construction Completion/Close-out | April 16, 2021 |

APPENDIX B: COMPENSATION

DCS ENGINEERING, LLC for LAKESIDE ESTATES LIFT STATION ABANDONMENT

Amount of Payment

Lump Sum

Professional shall be compensated on a lump sum basis for satisfactory performance of professional Services described in this Agreement.

Certain out-of-pocket expenses, including plotting and reproduction, deliveries, automobile mileage, equipment rental, and travel expenses are included in the fees shown in the attached table. The above referenced services will be performed within the duration discussed above.

Additional Services beyond the scope of this agreement will be billed at the current DCS Standard Hourly Rate Table with written approval from the City prior to performing the identified effort. Hourly rates shall remain the same for the life of this Agreement, including all amendments, unless the Professional and the City negotiate a fee increase. This negotiation shall be specifically addressed in a negotiation meeting, unless otherwise agreed to by the Parties, or as determined by customary practice.

Method of Payment

Monthly: Payable within 30 days of receipt of an invoice approved by the appropriate project manager and progress report stating the amount of the services completed.

Professional Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this Agreement must be submitted separately from invoices for services performed under any other contract(s) or agreement(s).

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the appropriate project manager, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Professional, and is full compensation for all salary, benefits, taxes, overhead, and profit. There shall be no change in rates during the term of this Agreement, unless agreed to by the Parties as outlined in this Agreement, and no additional compensation for overtime, weekend, or holiday work.

Compensation for subcontractors shall be equal to the amounts actually paid to subcontractors hereunder, who have been retained after the written approval of the appropriate project manager, of: a) the subcontractor, b) the compensation to be paid the subcontractor, and c) the terms and conditions of the subcontract.

The City has the sole discretion to determine if certain expenses outside of those agreed to qualify for compensation. If approved by the City, compensation for expenses shall be an amount equal to reimbursable

expenses approved in advance by the appropriate project manager, necessary, and reasonably incurred, and actually paid by the Professional in the performance of the Services hereunder. The City has the sole discretion to determine what constitutes reimbursable expenses.

The Professional shall obtain the appropriate project manager's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure. The Professional shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Professional shall keep, and cause any subcontractors to keep, daily records of the time spent in performance of Services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The City shall have the right to inspect all records of the Professional, and any subcontractors, pertaining to this Agreement. Records shall be maintained by the Professional and subcontractors for a period of three (3) years after completion of services.

Standard Hourly Rate Table

Classification	Billing Rate		
Principal	\$215.00	-	\$275.00
Senior Project Manager	\$200.00	-	\$240.00
Project Manager	\$140.00	-	\$210.00
Design Manager	\$120.00	-	\$170.00
Senior Engineer	\$100.00	-	\$160.00
Project Engineer	\$90.00	-	\$140.00
CAD Manager	\$100.00	-	\$200.00
IT Manager	\$110.00	-	\$160.00
IT Technician	\$80.00	-	\$140.00
Senior Designer	\$90.00	-	\$160.00
Designer II	\$80.00	-	\$145.00
Designer I	\$70.00	-	\$125.00
Senior Computer Technician	\$70.00	-	\$140.00
Computer Technician II	\$50.00	-	\$125.00
Computer Technician I	\$40.00	-	\$110.00
Project Coordinator	\$45.00	-	\$110.00
Clerical	\$30.00	-	\$90.00
Document Control Clerk	\$30.00	-	\$90.00

Table No. 1 - Schedule of Fees
Lakeside Estates Lift Station Abandonment
City of Hutto

DCS Task No.	Scope Item	Proposed Fees				
		DCS	Inland Geodetics	Arias	Compensation Method	Compensation for Services
160	1.0 Project Management	-	-	-		-
160	1.1 Management Plan	500	-	-		500
160	1.2 Subconsultant Management	1,000	-	-		1,000
160	1.3 Project Meetings	-	-	-		-
160	1.3.1 Project Kickoff Meeting	750	-	-		750
160	1.3.2 Preliminary Design Workshop	1,250	-	-		1,250
160	1.3.3 60 Percent Design Review	1,250	-	-		1,250
160	1.3.4 90 Percent Design Review	1,250	-	-		1,250
160	1.3.5 Monthly Status Meetings	3,000	-	-		3,000
160	1.4 Quality Assurance/Quality Control	1,500	-	-		1,500
160	1.5 Project Schedule	500	-	-		500
160	1.6 Engineer's Opinion of Most Probable Cost	-	-	-		-
	Sub-Total	11,000	-	-	Lump Sum	11,000
200	2.0 Study and Report Services	-	-	-		-
200	2.1 Rights of Entry for Anticipated Easements	500	-	-		500
200	2.2 Floodplain Delineation	-	-	-		-
200	2.3 Wastewater Flows	-	-	-		-
200	2.3.1 Growth Projections	-	-	-		-
200	2.3.2 The Wastewater Interceptor Sizing, Location, Service Area Stub-outs	750	-	-		750
200	2.4 Route Wastewater Interceptor	-	-	-		-
200	2.4.1 Land Ownership and Easement Research	-	3,000	-		3,000
200	2.4.2 Schematic Map of Proposed Route	500	-	-		500
200	2.4.3 Field Staking of Interceptor	750	-	-		750
200	2.4.4 Edwards Aquifer Coordination	150	-	-		150
200	2.4.5 Coordination of Interceptor Tie-ins and Current Projects	250	-	-		250
200	2.5 Interceptor Activation Plan	-	-	-		-
	Sub-Total	2,900	3,000	-	Lump Sum	5,900
	3.0 Preliminary Design Services	-	-	-		-
	3.1 Surveying	-	-	-		-
800	3.1.1 Topographic Survey	-	28,750	-		28,750
805	3.1.2 Prepare Easements	-	2,500	-		2,500
800	3.1.3 Borehole Locations	-	448	-		448
800	3.1.4 Temporary Benchmarks	-	750	-		750
800	3.1.5 Tree Survey per City of Hutto Standards	-	3,000	-		3,000
	3.1.6 Utility Potholing	-	-	-		-
	3.2 Geotechnical Investigation	-	-	-		-
810	3.2.1 Borings along Interceptor	-	-	12,235		12,235
810	3.2.2 Geotechnical Engineer Report	-	-	4,680		4,680
	3.3 Environmental Considerations	-	-	-		-
400	3.4 Easement Requirements	-	-	-		-
400	3.4.1 Easement Identification	-	-	-		-
400	3.4.2 Easement Width Recommendations	250	-	-		250

Table No. 1 - Schedule of Fees
Lakeside Estates Lift Station Abandonment
City of Hutto

DCS Task No.	Scope Item	Proposed Fees				
		DCS	Inland Geodetics	Arias	Compensation Method	Compensation for Services
400	3.4.3 Preparation of the Easement Document	-	-	-		-
400	3.4.4 Preliminary Estimate of Land Values	-	-	-		-
400	3.4.5 Landowner Meetings	-	-	-		-
400	3.4.6 Interceptor Route Adjustments	500	-	-		500
400	3.4.7 Attorney Services	-	-	-		-
400	3.4.8 Additional Services	-	-	-		-
400	3.5 Coordination with Regulatory Agencies, Private Utilities, and Potential Utility Customers	-	-	-		-
400	3.5.1 Regulatory Agencies	450	-	-		450
400	3.5.2 Private Utility Companies (Gas, Electric, Telephone, and Cable)	500	-	-		500
400	3.5.3 Potable Water Providers	250	-	-		250
400	3.5.4 Developments Adjacent to Proposed Interceptor	-	-	-		-
400	3.6 Interceptor and Sanitary Sewer Stub-out Preliminary Design	-	-	-		-
400	3.6.1 Preparation of Plan & Profile of Interceptor	11,575	-	-		11,575
400	3.6.2 Verification of Pipe Diameter as defined by City Design Standards and TCEQ Chapter 217	1,000	-	-		1,000
400	3.6.3 Materials Evaluation	250	-	-		250
400	3.6.4 Evaluate and Recommend Alternatives	500	-	-		500
400	3.6.5 Calculations for Pipe Stiffnesses	450	-	-		450
400	3.6.6 Evaluate and Recommendation of Testing Methods and Criteria	750	-	-		750
400	3.6.7 Technical Specifications Recommendations Outline	2,250	-	-		2,250
400	3.7 Engineer's Opinion of Probable Cost	750	-	-		750
	Sub-Total	19,475	35,448	16,915.00	Lump Sum	71,838
500	4.0 Final Design Services	-	-	-		-
500	4.1 Testing Methods and Acceptance Criteria	1,300	-	-		1,300
500	4.2 Prepare Plans and Specifications (contract documents) for Construction	-	-	-		-
500	4.2.1 Prepare Plans and Specifications (contract documents) for Interceptor	47,800	-	-		47,800
510	4.2.2 Prepare Plans and Specifications (contract documents) for Lakeside Lift Station Demo	5,650	-	-		5,650
500	4.3 Prepare Traffic Control Plans	1,500	-	-		1,500
500	4.4 TCEQ, Manville, and City Approvals	800	-	-		800
500	4.5 Deliverables:	-	-	-		-
500	4.5.1 60 Percent Design Submittal with Engineer's Opinion of Probable Construction Cost	1,500	-	-		1,500
500	4.5.2 90 Percent Design Submittal with Engineer's Opinion of Probable Construction Cost	1,750	-	-		1,750
500	4.5.3 Final Submittal with Engineer's Opinion of Probable Construction Cost	1,750	-	-		1,750
	Sub-Total	62,050	-	-	Lump Sum	62,050
600	5.0 Bidding and Award Services	-	-	-		-
600	5.1 Assist the City in Receiving Bids	7,500	-	-		7,500
600	5.2 One Construction Plan Set	-	-	-		-
600	5.3 Civcast Utilization	500	-	-		500
600	5.4 Prepare Tabulation of Bids	750	-	-		750
600	5.5 Prepare Contract Documents	2,000	-	-		2,000
	Sub-Total	10,750	-	-	Lump Sum	10,750
700	6.0 Construction Management & Construction Administration Services	-	-	-		-

Table No. 1 - Schedule of Fees
Lakeside Estates Lift Station Abandonment
City of Hutto

DCS Task No.	Scope Item	Proposed Fees				
		DCS	Inland Geodetics	Arias	Compensation Method	Compensation for Services
700	6.1 Pre-construction Meeting	3,000	-	-		3,000
700	6.2 Submittal and O&M Reviews	23,537	-	-		23,537
700	6.3 Monthly Construction Status Meetings, Construction Management, and Site Visits	14,000	-	-		14,000
700	6.4 Walk-Throughs, startup, and Project Close-out	6,400	-	-		6,400
700	6.5 Prepare Record Drawings	3,500	-	-		3,500
	6.6 Resident Project Representative services	-	-	-		-
	6.7 Contractor's Means, Methods, Techniques, Sequences	-	-	-		-
	6.8 Construction Staking (Excluded)	-	-	-		-
	6.9 Construction Materials Testing (Excluded)	-	-	-		-
	Sub-Total	50,437	-	-	Lump Sum	50,437
	TOTAL FEE AUTHORIZATION (Items 1.0 to 6.0) =	\$156,612.00	\$38,448.00	\$16,915.00		\$211,975.00

APPENDIX C: INSURANCE REQUIREMENTS

DCS ENGINEERING, LLC for LAKESIDE ESTATES LIFT STATION ABANDONMENT

The Contractor must provide certification of proper insurance coverage or binder to the City of Hutto. **The City must be named as an additional insured as respects their interest in these Services, except for Workers Compensation Insurance.** Proof of the following insurance is required before award:

I. General Requirements Applicable to All Contractors' Insurance

The following requirements (A-J) apply to the **Contractor and subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Agreement. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's subcontractor(s):

- A.** The minimum types and limits of insurance indicated below shall be maintained throughout the duration of this Agreement.
- B.** Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ or higher.
- C.** Prior to commencing work under this Agreement, the required insurance shall be in force as evidenced by a Certificate of Insurance (see Attached) issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be provided to the City upon request. Execution of this Agreement will not occur until such evidence of insurance has been provided and accepted by the City.
- D.** Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Client.
- E.** Insurance required under this Agreement which names the City of Hutto as Additional Insured shall be considered primary for all claims.
- F.** Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G.** City shall be entitled upon its request and without expense, to receive certified copies of policies and endorsements.
- H.** City reserves the right to review insurance requirements during any term of this Agreement and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Agreement. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Agreement are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).
- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A-II.D, inclusive) apply to the **Contractor and to subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Agreement. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's subcontractor(s):

L. General Liability Insurance:

1. Minimum Limits:

The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage.

For Bodily Injury and Property Damage no less than \$1,000,000.

As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000.

This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement.

The general aggregate shall be no less than \$2,000,000.

2. The Policy shall contain or be endorsed as follows:

- a) Blanket Contractual liability for this Agreement
- b) Products and Completed Operations
- c) Independent Contractor Coverage

3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of the City of Hutto:

- a) Waiver of Subrogation
- b) Thirty (30) day Notice of Cancellation
- c) City of Hutto named as additional insured

M. Workers Compensation and Employer's Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employer's Liability Limits are:
 - a) \$100,000 bodily injury each accident
 - b) \$100,000 bodily injury by disease
 - c) \$500,000 policy limit
3. Policies under this Section shall apply to the State of Texas and include the following endorsements in favor of the City of Hutto:
 - a) Waiver of Subrogation
 - b) Thirty (30) day Notice of Cancellation

N. Business Automobile Liability Insurance

1. Minimum limits:

Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence.

Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by the Professional or its employees.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of the City of Hutto:
 - a) Waiver of Subrogation
 - b) Thirty (30) day Notice of Cancellation
 - c) City of Hutto named as additional insured

O. Professional Liability Insurance

Professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors.

If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

P. Property Insurance

If the Agreement provides funding for the purchase of property or equipment, the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

Client#: 53584

DCSENGIN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022		CONTACT NAME: Trudy Henry PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: trudy.henry@greyling.com		
INSURED DCS Engineering LLC 1101 S. Capital of Texas Highway Building G100 Austin, TX 78746		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Sentinel Insurance Company		11000
		INSURER B : Hartford Underwriters		30104
		INSURER C : RLI Insurance Company		13056
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

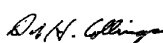
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			20SBWPA9036	04/15/2019	04/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			20SBWPA9036	04/15/2019	04/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB DED ☒ RETENTION \$10000			20SBWPA9036	04/15/2019	04/15/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WEGVY4085	04/15/2019	04/15/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			RDP0035725	04/15/2019	04/15/2020	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Hutto is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of workers compensation, umbrella and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

CERTIFICATE HOLDER

CANCELLATION

City of Hutto Attn: City Manager 500 W. Live Oak Street Hutto, TX 78634	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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 #S1585970/M1542853

THEN2

Regular City Council
**AGENDA ITEM
11D**



To: City Council
Subject: A resolution approving an Interlocal Agreement between the City of Hutto, Cottonwood Local Government Corporation, and Preston Hollow Capital LLC., affirming City support and commitments under the Multi-Party Development Agreement and Master Development for the Sports, Health, and Entertainment District.
Meeting: February 6, 2020
Department: Economic Development
Staff Contact: Jessica Geray, Director of Economic Development

BACKGROUND INFORMATION:

The City entered into a Master Development Agreement with Legacy Hutto, LLC on September 20, 2019. The City also entered into a Multi-Party Development Agreement on October 1, 2019 between the City, Perfect Game Inc., Legacy Hutto LLC, and Sports Facilities Development, LLC. On January 23, 2020 the Council approved a resolution authorizing the Cottonwood Local Development Corporation to consider and approve a financing commitment with Preston Hollow Capital LLC for the development of the Sports, Health, and Entertainment District, also known as Project Expansion.

The approved financing commitment requests that the City Council approve a support agreement. This item satisfies that requirement in the form of an Interlocal Agreement that is drafted based upon the financing commitment and development agreements.

FINANCIAL IMPACT:

No financial impact tied to this item.

POLICY IMPLICATIONS:

This item affirms language in previous agreements through an Interlocal Agreement.

RECOMMENDATION:

Staff recommends approval of the resolution

ATTACHMENTS:

Resolution

RESOLUTION NO. R

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO, COTTONWOOD LOCAL GOVERNMENT CORPORATION, AND PRESTON HOLLOW CAPITAL LLC., AFFIRMING CITY SUPPORT AND COMMITMENTS UNDER THE MULTI-PARTY DEVELOPMENT AGREEMENT AND MASTER DEVELOPMENT FOR THE SPORTS, HEALTH, AND ENTERTAINMENT DISTRICT.

WHEREAS, on November 21, 2019, the City Council of the City of Hutto, Texas (the “City”) passed and approved Resolution No. R-_____ authorizing the creation of the Sports, Health, and Entertainment District Public Improvement District (the “**PID District**”) pursuant to Chapter 372, Texas Local Government Code, as amended (the “**PID Act**”); and

WHEREAS, on November 21, 2019, the City passed and approved Ordinance No. R-_____ authorizing the creation of Reinvestment Zone Number Two for the Sports, Health, and Entertainment District (the “**TIRZ District**”) pursuant to Chapter 311, Texas Local Government Code, as amended (the “**Tax Increment Financing Act**”); and

WHEREAS, the City has formed the Cottonwood Development Corporation, a public nonprofit corporation created pursuant to Chapter 431, Texas Transportation Code, as amended (the “**Corporation**”); and

WHEREAS, the City and the Corporation desire to enter into an Interlocal Agreement for the purpose of securing financing for the development of the Sports, Health, and Entertainment District; and

WHEREAS, on January 23, 2019 the City Council approved Resolution No. _____ authorizing the Cottonwood Local Government Corporation, acting on behalf of City, to consider and approve a financing commitment and to proceed with development of the Sports, Health, and Entertainment District project; and

WHEREAS, on January 27, 2019 the Corporation approved Resolution No. _____ approving a financing commitment from Preston Hollow Capital dated January 23rd, 2020.

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

Section 1. Recitals Incorporated. The findings, determinations and actions described in the recitals of this Resolution are true and correct and are hereby incorporated and adopted as part of this Resolution for all purposes.

Section 2. Authorization to Enter Interlocal Agreement. The City hereby authorizes and approves the Interlocal Agreement with the Corporation, substantially in the form

attached hereto as Exhibit A, the terms and provisions of which are hereby approved, and the Mayor and City Secretary and such other appropriate officers are hereby authorized to execute and deliver such Interlocal Agreement on behalf of the City.

Section 3. Further Proceedings. The City and all officers and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Resolution and the agreements and instruments authorized herein.

Section 4. Notice. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject to the meeting of the City Council of the City at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof have been discussed, considered and formally acted upon. The City Council of the City further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

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:

Stacy Schmitt, City Secretary

EXHIBIT A
INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** (this "Agreement") is made and entered into February [], 2020 ("Effective Date") by and between the **CITY OF HUTTO, TEXAS**, a Texas home rule municipality (the "City"), and **COTTONWOOD DEVELOPMENT CORPORATION**, a Texas nonprofit corporation organized under Chapter 431, Subchapter D, of the Texas Transportation Code, as amended (the "Corporation").

BACKGROUND:

A. The City determined it to be in the best interests of the City to develop and construct a mixed-use development and related public infrastructure and facilities consisting of various uses such as office, commercial, retail, residential, public athletic fields, recreational and entertainment uses, hotel and wave pools and other complementary uses (collectively, the "Project") on approximately [253] acres of land owned by the Corporation within the corporate limits of the City (the "Project Site"), and that the Project will serve the public purposes of the City by, among other things, improving trade and commerce.

B. Pursuant to Resolution Number [] dated [], 2019, the City has entered into a Master Development Agreement dated September 20, 2019 (the "Master Development Agreement") with Legacy Hutto, LLC, a Missouri limited liability company (the "Master Developer"), as master developer selected by the City to implement its plan of development of the Project.

C. Pursuant to Resolution Number [] dated [], 2019, the City has entered into a Multi-Party Development Agreement dated October 1, 2019 (the "Multi-Party Development Agreement"), and together with the Master Development Agreement, the "Development Agreements") with the Master Developer and Sprots Facilities Development, LLC, a Florida limited liability company ("SFD").

D. Pursuant to (i) Resolution No. R-20-01-27-3A approved by the board of directors of the Corporation on January 27, 2020, and (ii) Resolution No. R-20-01-27-3D approved by the board of directors of the Corporation on January 27, 2020, the Corporation has entered into a Loan Agreement dated February [], 2020 (the "Loan Agreement") with Preston Hollow Capital, LLC, a Delaware limited liability company (the "Lender") for a loan of up to \$35,000,000 (the "Development Loan"), for purposes of financing, among other things, the acquisition of acquiring various parcels comprising of the Project Site, the cost of certain utility improvements relating to the Project, and secured by, among other things, a lien on the Project Site.

E. As consideration for Corporation's administer and assist with the development of the Project and in order to induce the Lender to make the Development Loan, the City is willing to agree to certain terms relating to the support of the Project as set forth herein.

F. The Corporation and the City desire to enter into this Agreement pursuant to Chapter 791 of the Texas Local Government Code, and Chapter 380 of the Texas Local Government Code.

ACCORDINGLY, in consideration of the foregoing and the mutual benefits to each Party from the execution and performance of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the hereby Parties agree as follows:

Section 1. Agreement of the Corporation. The Corporation agrees to cooperate with and otherwise assist the City in connection with the development of the Project as contemplated under the Development Agreements.

Section 2. Consent to the Development Loan. The City hereby consents to the Corporation's entering into the Development Loan and to the collateral assignment of the Corporation's interest in and to this Agreement and to the Development Agreements to the Lender, and the granting of a lien and mortgage in and to the Project Site pursuant to one or more deeds of trust, security agreement, assignment of rents made by the Corporation for the benefit of the Lender.

Section 3. Obligations of the City.

(a) *Performance Under Development Agreements.* The City agrees to diligently perform all of its obligations under the Development Agreements and to enforce the terms thereof against the Master Developer and SFD, respectively.

(b) *Land Use Approvals.* Within 180 days of the Effective Date, the City shall recommend and submit for approval by the City's Planning and Zoning Commission and the City Council, all required approvals and entitlements for both (i) the Project, and (ii) alternatively, for the development of the Project Site as a single-family residential development consisting of five (5) units per acre or such other land uses as may hereafter be proposed by the Corporation in consultation with the Lender (the "Alternative Project").

(c) *PID Special Assessment Plan.* Within 180 days of the Effective Date, the City shall cause a special assessment plan to be adopted by the City Council and the governing body of the [PID] for both (i) the development of the Project in accordance with the Development Agreements, and (ii) alternatively, for the development of the Alternative Project.

(d) *TIRZ Development Plan.* Within 180 days of the Effective Date, the City shall cause a development plan and financing plan to be adopted by the City Council and the governing body of the [TIRZ] for both (i) the development of the Project in accordance with the Development Agreements, and (ii) alternatively, for the development of the Alternative Project.

(e) *Alternative Project Program Grant Payment.* The City agrees that if the Corporation defaults under the Loan Agreement for any reason (whether or not due to the City's failure to fulfill its obligations hereunder) and the Lender forecloses upon its interest in and to the Project Site, the City shall provide grant payments to the Lender (or its assignees) (the "Grant") for (A) the payment or offset of any special assessment imposed upon on the Project Site by the PID during such year or any prior years, or (B) the payment or reimbursement of any project costs incurred by the Lender or its assignees for the development of the Alternative Project on the Project Site, payable from either or both of the following:

(i) []%¹ of the tax increment over the 2020 appraised value derived from the TIRZ and collected by the City each year; and

(ii) []%¹ of any and all *ad valorem* tax proceeds derived from the Project Site (including any improvements located thereon) and collected by the City each year.

Section 4. Exclusivity.

(a) As partial consideration for the Development Loan, each of the City and the Corporation agrees that the Lender shall have the exclusive right (subject to the limitations described below), to pursue one or more loan or bond financing transactions for the Project, the Alternative Project, and the hotel associated with the City's conference center within the Project (the "Conference Center Hotel"),

¹ Between 75% and 100%.

including, without limitation, any taxable or tax-exempt PID or TIRZ loan or bond offerings (collectively, the "Transaction") and that until the first to occur of (a) 11:59 P.M. (EST) on December 31, 2022, and (b) the date on which the Lender has notified the City and the Borrower in writing of its intent to no longer pursue the Transaction (the "Exclusivity Period"), the each of the Parties agree that it shall not and shall cause any of their respective directors, officers, and other representatives (including financial advisors and legal counsel) to, directly or indirectly, (i) initiate, solicit or knowingly facilitate or knowingly encourage any inquiry or the making of any proposal or offer from any person, group of persons or entity other than the Lender that may constitute, or would reasonably be expected to result in, the direct or indirect funding of the Transaction by a party other than the Lender or the financing by a party other than the Lender of the Perfect Game Project, the Alternative Project, or the Conference Center Hotel (each, an "Alternative Transaction"), (ii) engage in, enter into, or otherwise participate in (x) any discussions or negotiations with any person, group of persons or entities other than the Lender, or (except to the extent required by law) provide any non-public information or data concerning the Transaction, the Project, the Alternative Project, or the Conference Center Hotel, to any person, group of persons, or entity other than PHC, or afford access to information about the Perfect Game Project, the Alternative Project, or the Conference Center Hotel or the books or records or directors, officers, employees or advisors of the Borrower or the City to any person, group of persons or entity other than the Lender, (y) any proposal or offer that constitutes, or would reasonably be expected to result in, an Alternative Transaction, or (z) any inquiry, request or other indication of interest with respect to the City or the Corporation with respect to the Transaction, the Perfect Game Project, the Alternative Project, or the Conference Center Hotel (other than such inquiries or requests in the ordinary course of business unrelated to any actual or potential Alternative Transaction), or (iii) approve, endorse, recommend, or enter into any purchase or sale agreement, trust indenture, lease, loan agreement, swap, or similar definitive agreement, or any letter of intent, memorandum of understanding, agreement in principle, exclusivity agreement or any other agreement, in any case, relating to an Alternative Transaction other than with PHC. For the avoidance of doubt, the restrictions set forth in subsection (iii) of the preceding sentence shall apply to all persons, group of persons and entities other than PHC.

If the Lender, the City, and the Corporation, and their respective advisors have agreed upon substantially final forms of definitive agreements with respect to the Transaction on or before December 31, 2022, the parties agree that the Exclusivity Period shall be extended through the date of execution of the final, definitive agreement with respect to the Transaction; provided, however, that, without the written consent of the City and the Corporation, such extension shall not exceed 90 calendar days. During the Exclusivity Period, the City, and the Corporation each agrees to use its best efforts to assist the Lender in its due diligence review, and the Lender, the City, and the Corporation each agrees to work in good faith to negotiate and execute a final, definitive agreement and mutually agreed ancillary agreements with respect to the Transaction.

During the Exclusivity Period, the City and the Corporation shall (a) promptly (but in no event later than forty-eight (48) hours from the date thereof) inform the Lender of the fact of any material contact during the Exclusivity Period by any person (other than the Lender) to the City or the Corporation or any of their respective officers or directors (or, promptly, but in no event later than forty-eight (48) hours, following the date on which the City or the Corporation has knowledge of any such material contact to any of its affiliates, officers, directors, employees, agents or representatives) regarding any such offer, inquiry, communication or proposal with respect to an Alternative Transaction, and (b) promptly (but in no event later than one (1) business day from the date thereof) notify the Lender of the existence and the principal terms of any unsolicited offers received during the Exclusivity Period from any person, group of persons or entity.

(b) *Breakage Fee.* As partial consideration for the Development Loan, the City and the Corporation each agree that, if the City or the Corporation violates this exclusivity provision, the City and

the Corporation, jointly and severally, will be obligated to pay to the Lender, and the Lender will be entitled to recover from the City and the Corporation, jointly and severally, as liquidated damages and not as a penalty, an amount equal to \$3,000,000 (the "Breakage Fee"). The unpaid amount of the Breakage Fee will accrue at 10.00% per annum, until paid.

Section 5. General Provisions.

(a) *Notices.* Any notice given hereunder by either Party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses (email addresses are included for convenience only):

CITY: The City of Hutto
Attn: Odis Jones, City Manager /CEO
500 West Live Oak Street
Hutto, TX 78634

WITH A COPY TO: McGinnis Lochridge
Attn: William H. Bingham
600 Congress Ave., Suite 2100
Austin, TX 78701
bbingham@mcginnislaw.com

Attn: City Attorney
500 West Live Oak Street
Hutto, TX 78634

CORPORATION: Cottonwood Development Corporation
[]
[]
[]
[]

TO THE LENDER: Preston Hollow Capital, LLC
Attn: General Counsel
1717 Main Street, Suite 3900
Dallas, Texas 75201
Attn: General Counsel
jdinan@phcllc.com
mбенитез@phcllc.com

WITH A COPY TO: Winstead PC
401 Congress Ave. Ste. 2100
Austin, Texas 78701
Attn: Jeff Nydegger
jnydegger@winstead.com

(b) *Other Instruments.* The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(c) *Third Party Beneficiary.* Each of the City and the Corporation hereby recognize the Lender (together with its successors and assigns) as an express third party beneficiary of this Agreement, with all rights of enforcement of the City's obligations hereunder.

(d) *Invalid Provision.* Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(e) Non-Waiver Provision. Nothing in this Agreement shall be construed as a waiver or relinquishment by any of the Parties of their respective rights to claim any or all of the exemptions, privileges, and immunities as may be provided by or allowed under the Constitution of the State of Texas or any other applicable laws.

(signature page follows)

The following signatures have been delivered by authorized representatives of the Parties as evidence of their acceptance of this Interlocal Agreement.

CITY:

THE CITY OF HUTTO, TEXAS

BY: _____

NAME: _____

TITLE: _____

CORPORATION:

COTTONWOOD DEVELOPMENT CORPORATION

BY: _____

NAME: _____

TITLE: _____

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on the second and final reading of an ordinance approving the proposed Planned Unit Development (PUD) for 411, 421, 431, 441 Ed Schmidt Boulevard, 4.30 acres, more or less, of land, located on Ed Schmidt Boulevard. (Ashley Lumpkin)
Meeting: Regular City Council - 06 Feb 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Description:

This item came before the City Council in December, and is back before you because of a correction by the applicant on the properties needed to be included in this PUD.

The Emory Farms Commercial PUD is an approximately 4.30 acre site located on the west side of Ed Schmidt Boulevard (CR 119), south of Emory Farms Avenue.

Owner: Randy Russ – CR 119 LLC

Developer: Randy Russ

Current Zoning: Local Business (B-1)

Proposed Zoning: Planned Unit Development

Surrounding Zoning:

North: Local Business (B-1)

East: ETJ (Church)

South: Local Business (B-1) and Hotels

West: Single-Family Residential (SF-1)

Summary of Request:

The base zoning district for the PUD is Local Commercial (B-1). There is a proposed hotel for the site that has already received a Specific Use Permit from City Council on July 11, 2019.

The plans for the proposed hotel are included in the packet. It includes 111 units and is proposed to be 4 stories in height.

The building layout as it currently is proposed has the front of the hotel oriented towards Highway 79. Therefore, one side of the building will face the adjacent residential subdivision. As a condition of the Specific Use Permit, the building is required to not have any hotel room windows facing the residential area. The proposed plan accomplishes that, as only stairs and a storage room face Emory Farms. As a condition of approval, City Council stated the building must remain perpendicular to the

street in order to ensure no habitable space windows are directly adjacent to the homes, in substantial conformance with the exhibits provided.

This proposed PUD has been reviewed by the Planning, Engineering, and Parks Departments, as well as the Hutto Fire Rescue.

Staff Review:

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project more appropriate and desirable than what would result from strict application of the UDC. Development standards are required for a parcel that would be developed as a PUD. Staff has reviewed the proposed PUD development standards against the required criteria.

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

The PUD application is consistent with desired guidelines of the B-1 district, and provides additional buffer and spacing from the adjacent residential development.

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

The area of the proposed development has been historically agricultural, with farmland and floodplain areas. The proposed development will provide a use that has been needed in Hutto. It will allow visitors to have the ability to stay in Hutto instead of getting a hotel room in an adjacent community.

3. *The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.*

This PUD is approximately four acres in size for the purposes of a four-story hotel and other commercial uses allowed in the base B-1 Zoning District. The proposed layout accounts for drainage and provides enough parking for the site. The aesthetics of the proposed building are harmonious with the adjacent development.

4. *The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development of the site.*

This PUD allows for larger building setbacks and buffers than a normal local business (B-1) development. The additional feet of bufferyard allow for more landscaping to provide a larger buffer from the adjacent residential.

5. *The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.*

The proposed development for this site is a four-story hotel and other commercial uses allowed in the base B-1 Zoning District. All of the development impacts have been taken into account. The traffic impact is being accounted for by having adequate parking and stacking on the site as well as proper circulation of traffic along Ed Schmidt Blvd. There will be minimal lighting on site and will have to conform to the UDC for lighting, trash and litter, water pollution and runoff.

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

The proposed development will have access to adequate utilities including fire and police services.

7. *The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current*

zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.

The proposed PUD will not have a greater burden on city services. The proposed hotel will provide a much needed use in the City and the developer has made an effort to minimize the impact on the already developed land in the area, especially the residential.

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

New construction must conform to the design guidelines as listed within the PUD, including elements of the UDC. They also must comply with the 2018 ICC regulations.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Staff finds that the proposed PUD for 411, 421, 431, 441 Ed Schmidt Boulevard Planned Unit Development meets the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that the Council approve the second and final reading of the ordinance with the condition that the building must substantially conform to the exhibits provided with a building perpendicular to the right of way and no habitable space windows directly facing the adjacent residential.

ATTACHMENTS:

[411-441EdSchmidtPUD\(Ord\)Complete \(NEEDS ExB-PUD Plan\)](#)
[Application](#)
[Emory Farms Commercial PUD \(1-9-2020\)](#)
[411 421 431 441 Ed Schmidt Boulevard\(SiteMap\)](#)
[FinalPlat\(Recorded\)](#)
[HotelSiteDesign\(Example\)](#)
[FIS site floor plan 86 room prototype with board room](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR 4.30 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS 411, 421, 431, 441 ED SCHMIDT BOULEVARD PLANNED UNIT DEVELOPMENT (PUD) BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the property described in **Exhibit "A"** being hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 7th day of January, 2020, and;

WHEREAS, on the 16th day of January, 2020, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

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

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

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

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in **Exhibit "A"**, attached hereto and incorporated herein shall be, and is hereafter changed from B-1 (Local Business) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the 411, 421, 431, 441 Ed Schmidt Boulevard Planned Unit Development (PUD), this includes the Development Plan described in **Exhibit "B"** attached hereto and incorporated herein.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **16th** day of **January, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **6th** day of **February, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

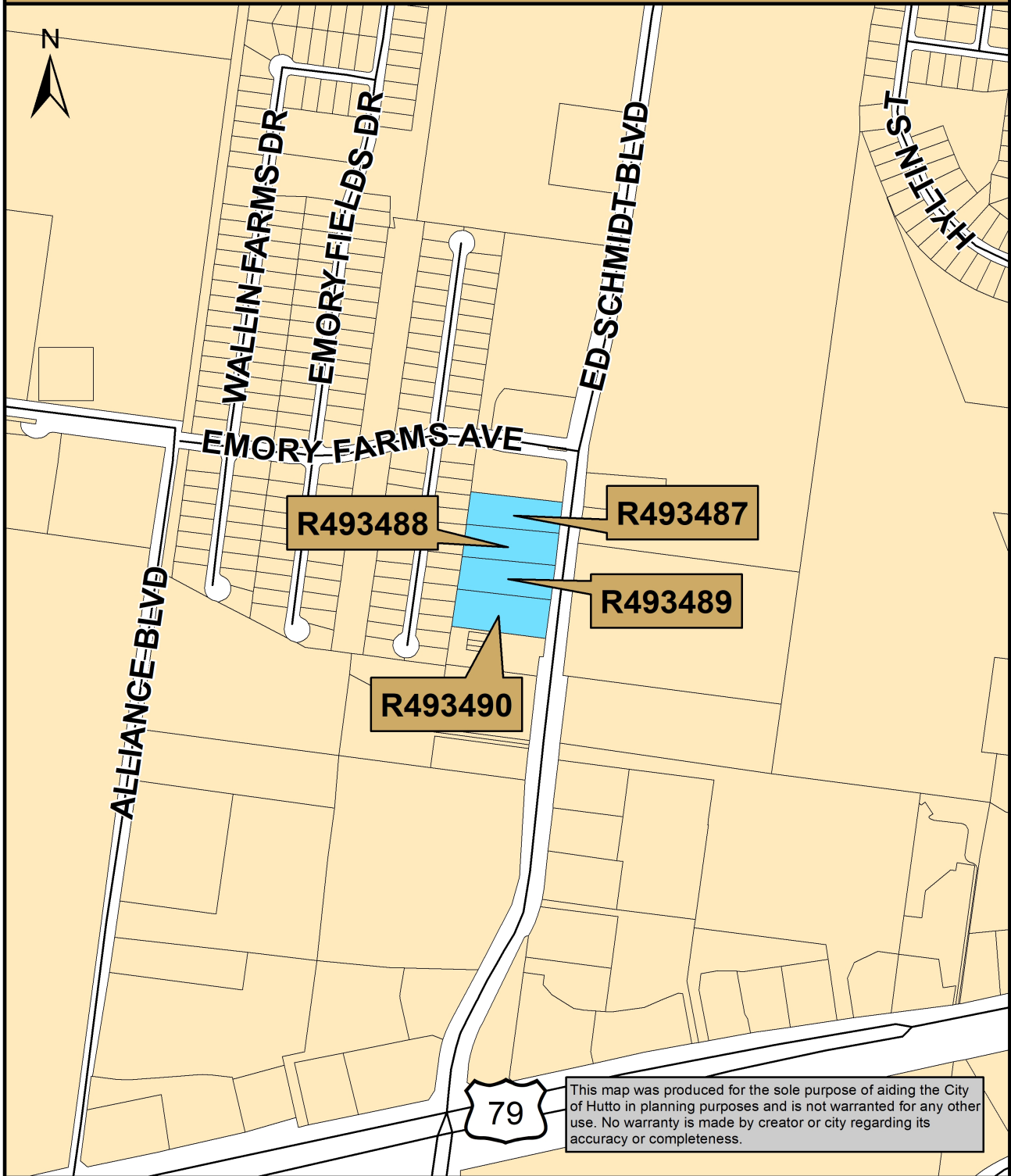
THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Stacy Schmitt, Appointed City Secretary

411, 421, 431, 441 Ed Schmidt Boulevard (4.30 Acres)



Map Document: (K:\SITE LOCATION MAPS\2019 Site Location

Maps\Emory_Farms\411_421_431_441_Ed_Schmidt_Boulevard.mxd)

12/12/2019 -- 1:41:45 PM

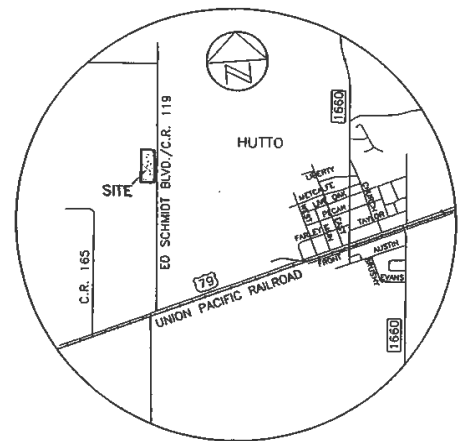
Page 7 of 52



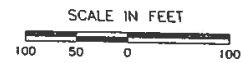
0 250 500 1,000
Feet

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

EMORY FARMS
COMMERCIAL



LOCATION MAP
N.I.S.



LEGEND

●	1/2" REBAR FOUND
○	1/2" REBAR WITH CAP SET
◦	CALCULATED POINT
W./W.W.E.	WATER & WASTEWATER EASMT.
J.A.E.	JOINT ACCESS EASMT.
D.E.	DRAINAGE EASMT.
P.U.E.	PUBLIC UTILITY EASMT.

RECEIVED BY
CITY OF HUTTO
SEP 27 2007
COMMUNITY DEVELOPMENT
DEPARTMENT

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO.:
420-001

DRAWING NO.:
420-001-PL4

PLOT DATE:
09/04/07

PLOT SCALE:
1"=100'

DRAWN BY:
COD

SHEET
01 OF 02

LINE TABLE		
No.	BEARING	LENGTH
L1	S76°45'22"E	102.21'
L2	N83°33'51"W	15.03'
L3	S06°38'11"W	80.65'

CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	90°26'04"	15.00'	15.11'	23.68'	21.29'	S37°06'25"E
C2	2°16'36"	3205.00'	63.68'	127.35'	127.34'	S07°22'15"W
C3	2°07'30"	3205.00'	59.44'	118.87'	118.86'	S09°34'18"W

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT CBR CR 119, L.P., ACTING HEREIN BY AND THROUGH ROBERT M. CASTLE, MANAGING PARTNER, BEING THE OWNER OF A PORTION OF 7.005 ACRES IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED, DATED SEPTEMBER 20, 2004, OF RECORD IN DOCUMENT NO. 200407369B OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 6.940 ACRES OUT OF SAID TRACT, IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE ACTS, HERETOFORE TO BE CALLED "EMORY FARMS COMMERCIAL" AND DO HEREBY DEDICATE TO THE PUBLIC ALL STREETS AND EASEMENTS SHOWN HEREON UNLESS OTHERWISE INDICATED, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

Robert M. Castle
ROBERT M. CASTLE, MANAGING PARTNER
CBR CR 119, L.P.
519 TRADESMEN'S PARK DRIVE
HUTTO, TX. 78634
512-759-3763

09/05/07
DATE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT M. CASTLE, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

Louisa J. Kelley NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
SIGNATURE AND DATE

Louisa J. Kelley PRINTED NAME OF NOTARY AND NOTARY STAMP

3/1/11 DATE NOTARY COMMISSION EXPIRES



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, CLARK O. DANIEL, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF AN ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER 2003, THAT ALL CORNER MONUMENTS WERE RECOVERED OR SET IN THE FOREGOING INSTRUMENT IN COMPLIANCE WITH THE SUBDIVISION ORDINANCES OF THE CITY OF HUTTO, TEXAS.

Clark O. Daniel, Jr.
CLARK O. DANIEL, JR. R.P.L.S. NO. 5861

9-04-2007
DATE



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, BARRY CAMPBELL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

NO PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN SHOWN ON FEMA MAP 48491C0244C, EFFECTIVE DATE SEPTEMBER 27, 1991, AS SHOWN HEREON.

Barry Campbell, P.E.
BARRY CAMPBELL, P.E.
TEXAS REGISTRATION NO. 34247
7113 BURNET ROAD, SUITE 212
AUSTIN, TEXAS, 78757
512-452-4008

9/5/07
DATE



PLAT NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
2. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
3. THE BASIS OF BEARING OF THE SURVEY IS GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.
4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO USES OTHER THAN SINGLE FAMILY RESIDENTIAL.
5. EACH LOT IN THIS SUBDIVISION SHALL PROVIDE FOR ON-SITE STORMWATER DETENTION.
6. DEVELOPMENT OF THIS SUBDIVISION SHALL COMPLY WITH APPLICABLE ZONING ORDINANCES OF THE CITY OF HUTTO, INCLUDING:
 - A. REQUIRED PROPERTY LINE SETBACKS.
 - B. BUILDING COVERAGE AND/OR IMPERVIOUS COVER LIMITATIONS
7. DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION SHALL CONFORM TO CITY OF HUTTO LANDSCAPE ORDINANCE REQUIREMENTS.
8. WATER AND WASTEWATER UTILITIES FOR THIS SITE SHALL BE PROVIDED BY THE CITY OF HUTTO.
9. ACCESS TO ED SCHMIDT BLVD. (CR119) AND EMORY FARMS AVE IS RESTRICTED TO LOCATIONS SHOWN. RECIPROCAL ACCESS AGREEMENT DOCUMENT IS RECORDED IN 2007082403, WILLIAMSON COUNTY, TEXAS.

APPROVAL
CITY OF HUTTO

PASSED AND APPROVED BY THE HUTTO CITY COUNCIL ON THE 2ND DAY OF July, 2007 A.D., AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Kenneth L. Love 9/5/2007 Debbie Chalf
MAYOR KENNETH L. LOVE DATE CITY SECRETARY DEBBIE CHALF DATE

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26TH DAY OF SEPTEMBER, 2007 A.D., AT 1:45 O'CLOCK P.M., AND DULY RECORDED THIS THE 26TH DAY OF SEPTEMBER, 2007 A.D., AT 1:52 O'CLOCK, P.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET DD, SLIDES 336 AND 337

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS

BY William Wehling DEPUTY

EMORY FARMS
COMMERCIAL

METES AND BOUNDS DESCRIPTION

6.940 ACRES
NATHANIEL EDWARDS SURVEY

A DESCRIPTION OF 6.940 ACRES (302301 S.F.) OF LAND IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 7.005 ACRE TRACT OF LAND DESCRIBED TO CBR CR 119, L.P., BY SPECIAL WARRANTY DEED EXECUTED SEPTEMBER 15, 2004 AND RECORDED SEPTEMBER 20, 2004 IN DOCUMENT NO. 200407369B OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 6.940 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with found in the west right-of-way line of Ed Schmidt Boulevard (C.R. 119, right-of-way width varies) for the southeast corner of said 7.005 acre tract and the northeast corner of Lot 5, Block A, Final Plat of Townwest Commons Section 3, a subdivision of record in Cabinet CC, Slide 137 of the Plat Records of Williamson County, Texas;

THENCE North 82°22'56" West, with the south line of the 7.005 acre tract and the north line of said Lot 5, a distance of 351.59 feet to a 1/2" rebar found for the southwest corner of the 7.005 acre tract, the northwest corner of Lot 5 and the southeast corner of Lot 15, Block A, Emory Farms Section One, a subdivision of record in Cabinet CC, Slide 134 of the Plat Records of Williamson County, Texas;

THENCE North 07°57'29" East, with the west line of the 7.005 acre tract and the east line of said Block A, Emory Farms Section One, a distance of 864.95 feet to a 1/2" rebar found in the south right-of-way line of Emory Farms Avenue (right-of-way width varies), for the northwest corner of the 7.005 acre tract and the northeast corner of Lot 2, Block A, Emory Farms Section One;

THENCE over and across the 7.005 acre tract with the south right-of-way line of said Emory Farms Avenue, the following three (3) courses:

1. South 76°45'22" East, a distance of 102.21 feet to a 1/2" rebar with cap set;
2. South 82°23'05" East, a distance of 227.61 feet to a 1/2" rebar with cap set for a point of curvature;
3. Along a curve to the right having a radius of 15.00 feet, an arc length of 23.68 feet and chord which bears South 37°08'25" East, a distance of 21.29 feet to a 1/2" rebar with cap set for a point of curvature in the west right-of-way line of said Ed Schmidt Boulevard (C.R. 119) and the east line of the 7.005 acre tract;

THENCE with the west right-of-way line of Ed Schmidt Boulevard and the east line of the 7.005 acre tract, the following four (4) courses:

4. Along a curve to the left having a radius of 3205.00 feet, an arc length of 127.35 feet and chord which bears South 07°22'15" West, a distance of 127.34 feet to a 1/2" rebar with cap found;
5. South 06°14'09" West, a distance of 631.69 feet to a 1/2" rebar with cap set;
6. North 83°33'51" West, a distance of 15.03 feet to a 1/2" rebar with cap found;
7. South 06°38'11" West, a distance of 80.65 feet to the POINT OF BEGINNING, containing 6.940 acres of land, more or less.

RECEIVED BY
CITY OF HUTTO
SEP 27 2007
COMMUNITY DEVELOPMENT
DEPARTMENT

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO.:
420-001
DRAWING NO.:
420-001-PL4
PLOT DATE:
09/04/07
PLOT SCALE:
1"=100'
DRAWN BY:
COD

SHEET
02 OF 02



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Marriott flaged hotel APPLICATION TYPE _____

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

Name: W. Randy Russ member
Company Name: CBR119 LLC
Address: 3874 Limmer Loop
Phone: 512.846.1998 Email: texasfixtures@gmail.com

PROPERTY INFORMATION

Address: 3xx Ed Schmidt Blvd
Legal Description: Lot(s) _____ Block _____ Subdivision _____
Deed Reference: Volume _____ Page(s) _____ or Document No. _____
City Limits or ETJ: CL Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: Randy Russ
Company Name: CBR119 LLC - TAMBORO KING
Address: 3874 Limmer
Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

William Russ
Property Owner Signature

William Russ
Property Owner Printed Name

9-14-19
Date

THE STATE OF TEXAS

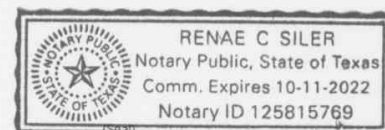
COUNTY OF Williamson

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

Given under my hand and seal of office this 14th day of September, 20 19 A.D.

Renae C. Siler
Notary Public Signature

Renae C. Siler
Notary Public Printed Name



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



**ZONING CHANGE
APPLICATION**

Must be accompanied by a
Master Application
May 2019

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

PROJECT NAME: PROPOSED MARRIOTT FLAGGED HOTEL
PROPERTY ADDRESS: 3XX ED SCHMIDT BLVD
Current zoning district: _____ Current Use: AGG Proposed Use: _____
Current zoning: North of property: _____ South of property: _____
East of property: _____ West of property: _____

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

REQUIRED FOR SUBMITTAL

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

- ☐ Complete Master application and Zoning Change application.
- ☐ Applicant has coordinated with staff on submittal requirements.
- ☐ Proof of ownership (copy of deed).
- ☐ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☐ Letter of intent explaining reason(s) for request.
- ☐ List of all property owners (from WCAD) within 200-ft of subject property.

ADDITIONAL REQUIREMENTS FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING:

- ☐ Pre-application meeting with Development Services staff and WCESD #3 (Fire District) staff. **(Mandatory)**
- ☐ Color copy of complete plan (1) 8 1/2" x 11", and shall include the following details:
 - o Proposed land uses and dwelling unit density in residential areas
 - o Proposed lot area, lot width, lot depth and yard depth and width
 - o Location of proposed building, building envelopes or building setbacks
 - o Proposed floor area ratios and/or square footage of development, and maximum heights of proposed buildings
 - o Proposed building elevations, parking and access
 - o Proposed circulation and streets including preliminary street cross sections
 - o Existing and proposed screening and landscaping including types and locations
 - o Proposed accessory buildings
 - o Proposed signs (see sign master plan submittal requirements and incorporate elements into development plan document)
 - o Proposed lighting
 - o Project phasing or scheduling
 - o Proposed management associations
 - o Proposed public facilities (schools, fire stations, etc.) and public parks, greenbelts and other open space
 - o Existing natural features, drainageways, 100-year floodplain, if applicable
 - o Other requirements as the city council may deem appropriate

ADDITIONAL REQUIREMENTS FOR FBC (FORM BASED CODE) ZONING:

- ☐ Map:
 - o Copy of overall site map (1) 18" x 24" + (1) 11" x 17" + (1) 8 1/2" x 11"
 - o Copy of site map(s) for each transect zone (1) 18" x 24" + (1) 11" x 17" + (1) 8 1/2" x 11"
 - o Proposed transect zones, civic zones and special districts
 - o Proposed thoroughfare network
 - o Proposed special requirements, if any
 - o Proposed number of warrants or variances, if any
 - o Copy of preliminary site plan(s) for each transect zone (2) 18" x 24" + (2) 11" x 17" + (1) 8 1/2" x 11"
- ☐ Transect Framework Plan (TFP) that includes,
 - o Total acreage (minimum 50 acres required)
 - o Location map of the property with major roadways and adjoining neighborhoods;
 - o General location of neighborhood units shown in 1/4 mi. radius pedestrian zones;

- A conceptual level plan depicting general location of transect zones with transitions to adjoining neighborhoods and roadway corridors
- General location of land uses including mix and density/intensity by transect zone or neighborhood unit
- General location of major roadway network
- Palette of proposed street types with associated cross-sections and street classifications
- A concept plan for open space, creek preservation, and stormwater drainage and detention, in addition to water, sewer infrastructure and general location of major open space such preservation of environmentally sensitive areas or farmland conservation areas
- Any other information that illustrates the general design direction
- Transect Zone Development Standards
- Written summary for,
 - Proposed sequence of community design
 - Proposed community unit types
 - Proposed transect zones, civic zones and special districts
 - Proposed thoroughfare standards, vehicular lanes and public frontages
 - Proposed density calculations
 - Proposed special requirements
 - Proposed natural drainage standards

ADDITIONAL REVIEW CRITERIA FOR SMARTCODE ZONING:

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

FOR DEPARTMENT USE ONLY:

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

ZONING CHANGE APPLICATION

REVIEW CRITERIA

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

ADDITIONAL REVIEW CRITERIA FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING:

- ☐ A development plan shall be provided for each separate PUD district (see items required for elements of a development plan).
- ☐ The form and content of the development plan shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.
- ☐ Will provide benefits through providing open space, parks, conservation, recreation, public amenities or aesthetic value, and shall outweigh the potential impact from more intense/dense development on the site.
- ☐ PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air/water pollution; and other factors affecting public health, welfare, safety and convenience.
- ☐ Does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under all applicable land use and development plans, or that arrangements are made to mitigate impacts.
- ☐ Architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

ADDITIONAL REVIEW CRITERIA FOR SMARTCODE ZONING:

- ☐ SmartCode zoning is available to land containing a minimum of 30 contiguous acres.
- ☐ The form and content of all plan types shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.
- ☐ Review criteria for all SmartCode plan types can be found in the SmartCode, as amended.
- ☐ Zoning within this district may require additional commission(s)/council action.

PROCESSING

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

Emory Farms Commercial

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

Development Plan

August 13, 2019

Applicant:

Please Provide

Applicant Representative:

Please Provide

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1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the “Emory Farms Commercial District” Planned Unit Development Ordinance and may be cited as “Emory Farms Commercial” PUD.

1.2 Purpose and Intent

The purpose of this Plan is to ensure a PUD that creates a mixed use development that is: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

1.3 Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be 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.

1.4 Severability

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

1.5 Amendments to Ordinance

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

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to (a) roadway and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than twenty percent (20%) in the size of any section or phase shown on the Concept Plan, shall be considered “Minor Modifications” over which the City’s Development Services Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Development Services Director has final review and decision-making authority.

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

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

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

1.6 Definitions

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

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD

The purpose of the Plan is to provide a high-quality hotel development. **Exhibit C**, illustrates the site plan.

For the purpose of addressing any development regulation not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for the following uses:

Non Residential: B-1

Permitted uses within the boundaries of the PUD are as listed in the below land use table:

PERMITTED USES

Use	Conditions
Multi-Family	
Government Facilities	
Park	
Amenity/Recreation Center	
Restaurant/Bar	1
Food Catering (accessory or secondary to restaurant or bakery)	
Library	
Live/Work Units	
Lodging Establishment	1
Office: Professional	
Office: Medical	
Veterinary Clinic	
Personal and business service shop	
Print Shop	
Retail Sales and Service (other than the uses listed below)	
Bakery	
Bank	
Convenience Store	
Day Care: Child (1-6 children)	
Day Care: Child (greater than 6 children)	1

Bed and Breakfast	
Bus Stops	

Accessory Uses

Accessory uses	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

(1) Permitted by Specific Use Permit

2.2 Use Descriptions and Standards

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

Prohibited Uses

Uses not listed in the “Permitted Use” table in section 2.1 shall be deemed prohibited unless determined to be appropriate under the conditions outlined for “New and Undefined Uses”.

New and Undefined Uses

As commerce and technology evolve, new types of land uses will develop and forms of land use not anticipated may seek locations in the Emory Farms Commercial PUD. To provide for contingencies, the Development Services Director will consider the appropriateness of an undefined use within the PUD area. Approval criteria include:

- Impacts of the use, including externalities and use of public services and infrastructure,
- The use is similar in nature and impact to a use listed and defined as a permitted use in the PUD.
- The use is consistent with the intent of the PUD district.
- The use conforms to the intent of the PUD, UDC and applicable plans
- The interpretation does not lower the protection given to the public by the PUD and UDC.
- The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and

residential areas.

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area

	Commercial/ retail/office/
Lot area (min)	20,000 sq. ft
Lot width at building line (min)	100 ft.
Front yard setback	20 ft.
Side yard (min)	0 ft. for common walls or 10 ft. (c)
Rear yard (min)	25 ft.
Side and rear yard for accessory building (min)	Same as main building (a)
Spacing between buildings (min)	10 ft.
Building height (min/max)	35 ft.(d)
Building height, accessory (max)	15 ft.
Lot Coverage	95% (b)
Sidewalks (min width along streets)	8 ft.

(a) Accessory buildings are not permitted between the front building line of the primary building and the public right of way.

(b) The buildable density on a lot shall be governed by the height, setback and lot coverage requirements only.

(c) Side setback of 0 feet is allowed only for internal attached buildings

- with a common wall.
- (d) For each One (1) foot of building height, the building must be set back One (1) foot from the rear property line.

3.1.2 Setback encroachment exceptions

Type of structure or use	Non-residential uses
Air conditioning equipment	n/a
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL
Awnings / Galleries	8 feet of vertical clearance required.
Bay windows, entry vestibules, overhanging eaves	No more than 3 ft. into any setback
Ramps and other access devices required by the ADA	Any yard on the site as long as they do not impede pedestrian flow
Retaining walls	Any yard on the site

3.1.3 Buffer yards

3.1.3.1 Landscape buffer yard shall be provided along the eastern boundary of the PUD along CR 119 (Ed Schmidt Boulevard).

- 20 ft. from CR 119 (Ed Schmidt Boulevard) right-of-way
- Landscape for the buffer yard shall be planted per the requirements of Section 3.4.2 of this PUD.

3.1.4 Screening

3.1.4.1 Loading area screening

Off-street loading areas must be fully screened from view from public streets and open spaces. Wing walls, landscape screens, changes in building orientation and/or other architectural elements must be used to buffer loading docks.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD must be located at least 25 ft. from a single-family residential use. Dumpsters must be screened from public

streets and pedestrian gathering areas with masonry walls and enclosure gates that are compatible with the architectural theme of the adjacent building(s).

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.3 Parking lot screening

Parking lots that are visible from a public street must be screened from the adjacent street and walkway by a minimum 6-foot-wide landscape area. Three-and-a-half-foot tall screen wall, shrubs, trees or a combination of the above may be placed in the 6-foot landscape screening area.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.4 Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.

Solar panels are exempt from mechanical equipment screening standards.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.5 Utility equipment screening

Electric meters, switch boxes, panels, conduit and related utility equipment must be placed in the most inconspicuous location possible. Where allowed by utility provider, paint all utility equipment to match adjacent building or landscape.

Utility equipment located in an area that may be frequently seen by the general public must be screened with a wing wall architecturally integrated into the host structure or painted to match the primary building color.

3.1.5 Parking and Loading Space Bulk Standards

3.1.5.1 Parking space dimensions

Parking spaces must have the following minimum dimensions:

- Standard parking space (perpendicular or angled to the aisle): 9 ft. x 18 ft.
- Compact parking space: 7.5 ft x 16.5 ft.
- Standard parking space (parallel to the aisle): 8 ft. x 23 ft.
- Handicapped parking space: 9 ft. x 18 ft., plus a clear 5 ft. x 18 ft. loading area to the side. Two handicapped spaces may share one loading area.
- Motorcycle space: 4.5 ft. x 9 ft.
- Off-street loading space: 12 ft. x 25 ft.
- Bicycle space: a stationary object where a user can secure both wheels and the frame of the bicycle with a 6 ft. cable and lock. The stationary object may be a freestanding bicycle rack, a wall-mounted bracket, an enclosed bicycle locker, a three-point bicycle rack or a fenced, covered, locked or guarded bicycle storage area.

3.1.6 Parking Requirements

3.1.6.1 Required parking spaces

Uses shall provide the amount of parking that is necessary to meet anticipated normal demand. Up to 15% of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The minimum number of required parking spaces for a use is as follows:

Commercial use classification	Required specs (minimum)
Multi-tenant retail buildings;	1 per 400 sq. ft. GFA
Restaurant	1 per 150 sq. ft. GFA

Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, instructional facility, personal and business service shop, print shop, retail store	1 per 400 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA
Child day care facility	1 per employee + 3
Lodging Establishment	1.2 per room + 1 per 100 sf of meeting room space

3.1.6.2 Bicycle parking

One or more bicycle parking spaces must be provided for every 20 vehicle parking spaces required as a minimum for non-residential uses.

3.1.6.3 Space computation and fractions

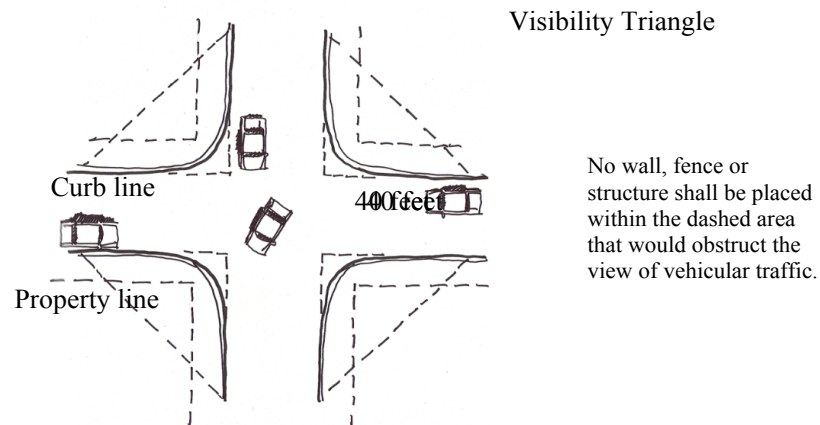
Fractional results will be rounded up when computing the number of required parking spaces.

3.2 Landscaping

3.2.1 General Standards

3.2.1.1 Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.



3.2.1.2 Utilities

Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

3.2.2 Required Landscaping:

3.2.2.1 Landscaping areas

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer FM 1660	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Street frontage along internal, public streets – “Street Trees”	1 per 40 ft. of street frontage unless interruption is needed for utility conflict	Optional	Optional
Parking lots: landscape islands in rows and at row ends	1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows	Optional	2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility.
Parking lots: landscape buffers between parking lot and public street or pedestrian area.	1 per 40 ft. of linear landscape area	1 per 30 ft. of linear landscape area	1 per 5 ft. of linear landscape area
Interior Parking: 10 ft. landscape median between every other parking bay	1 per 60 ft of linear landscape area	1 per 25 ft of landscape area	
Dumpster Screening (*does not apply when the enclosure is an architectural extension of a principal building)		1 on each of the three sides of the enclosure, except the side where the gate is located.	1 per 4 linear ft of wall constructed
Ground Mounted Equipment			1 per 3 ft of linear landscape around boundary, except the side where access is located.
Medians	1 per 50 ft. of linear median	Optional	Optional
Other areas (retention and detention basins, open space, etc.)	1 per 2,500 sq. ft. of landscape area	1 per 5,000 sq. ft. of landscape area	2 per 1,000 sq.ft. of landscape buffer

3.2.3 Tree and shrub size

Native tall trees must have a caliper of at least 3 in. and 10-12 ft. ht.
Native small trees must have a caliper of at least 1.5 in. and 8-10 ft. ht.
Planted shrubs must have a minimum 3-gallon container or be at least 18 in. tall.

3.2.4 Street Trees

- (1) Planted a maximum of 40' on center except when an interruption is needed for a utility or desired view into a park or open space.
- (2) Trees shall be located a minimum of ten feet (10') from a building.
- (3) Located within a minimum six-foot (6') wide planting strip or within an 6'x6' tree grate.
- (4) Sized at a minimum of three (3") caliper;
- (5) All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
- (6) The following tree species are recommended for Street Trees. The same species shall be used along a contiguous street frontage for a visual consistency.

<u>Common Name</u>	<u>Scientific Name</u>
Carolina Cherry Laurel	<i>Prunus caroliniana</i>
Chinquapin Oak	<i>Quercus muehlenbergii</i>
Texas Red Oak	<i>Quercus buckleyi</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Live Oak	<i>Quercus virginiana</i>
Mexican Sycamore	<i>Platanus mexicana</i>

3.2.5 Materials, maintenance and replacement

3.2.5.1 Plant materials

Plant choice must be based on the Central Texas ecological setting and site microclimate conditions.

3.2.5.1.1 Maintenance

Trees and vegetation, irrigation systems, fences, walls and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition. Landscaping must be maintained free from disease, pests, weeds and litter.

A master community association will be established for the maintenance of landscape and irrigation areas located between the roadways and the building lines for internal projects as well as for all community signage, walls, medians, common open spaces, greenbelts, parks and detention areas. Sub associations may be formed for individual tracts as defined on **Exhibit C** of the PUD.

3.2.5.1.2 License Agreement

A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced street lights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls

The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

3.2.6 Irrigation

3.2.6.1 Automatic irrigation required

All plants on newly developed parcels must be irrigated with underground or drip irrigation.

3.3 Streets

3.3.1 Street Alignment

The precise alignment of the streets included in the Plan may be varied with City approval. **Exhibit C** illustrates the primary circulation pattern and the below street designations describe the planned streets within the PUD boundary.

3.3.2 Street Cross Sections

Local Street: 50-foot right-of-way. 33 feet of pavement face of curb to face of curb. 5-foot sidewalks on each side.

Collector Roadway: 60-foot right-of-way. 36 feet of pavement face of curb to face of curb. 5-foot sidewalks on each side.

3.3.3 Alleys

An alley (residential or commercial) is a public street designed to provide access to the rear or side of a lot including garage access, solid waste access, fire access and utility easements.

- Alleys may be required in non-residential areas where it is necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles or similar reasons consistent with the intent of this PUD.
- Alleys may not access arterial streets.
- All alleys shall have at least two direct access points to public streets
- Alleys shall be 20 feet of right of way with 14 feet of pavement

3.4 Common Open Space / Parkland

3.4.1 Common Open Space

Within the boundary of the PUD, 1,200 feet of trail and 15.8 acres of park and open space will be provided, as illustrated on **Exhibit D**.

An internal private park will be improved and will include but not be limited to the following amenities: picnic pavilion, playground, sport court, trails,

open play field and off street parking.

A minimum construction investment of \$500 per single family unit will be provided for the park improvements and construction of the trail system. The park fee will be applied to the improvements located within the Emory Farms Commercial PUD boundary.

The proposed Open space and trail system as illustrated on **Exhibit D** shall fully satisfy all parkland and open space requirements of the City with respect to the PUD. No additional parkland dedication, cash payment in lieu of parkland dedication or improvements in lieu of parkland dedication shall be required for this PUD.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Property Owner's Association (POA) or other responsible entity approved by the City. The POA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

3.5 Walls and Fencing

3.5.1 Required walls

The following fence and wall types are required:

Required fence Area/purpose	Height		Acceptable types/materials
Dumpster and utility area	6 ft. – 8 ft.		Masonry (stone, brick, similar materials)
	Must include the same materials, finishes and detailing as the host structure. Gates must be visually and structurally solid; must be metal. Dumpsters and compacters cannot be unscreened unless they are used for a construction or demolition project on the site.		
Utility substation or facility	6 ft. – 12 ft. or sufficient to conceal the substation		Masonry (stone, brick, similar materials)
Single Family or Multi Family lot that backs up to park or open space	6 ft.		Decorative iron fence

3.6 Outdoor Lighting

3.6.1 General Standards

3.6.1.1 Display levels and light pollution

- Lighting must be designed to minimize light pollution and spillage on adjacent properties.
- Ornamental street lights shall be allowed along the internal collector and local streets.
- Illumination spillover onto adjacent residential zoned properties must be no more than 5 lux. Streetlights are exempted.

3.6.1.2 Design

- Light poles should have a base, middle and top.
- Light pole design must be consistent with the style, character and theme used throughout the PUD area.
- Light poles must be placed in landscape areas wherever possible.
- Light poles must not obstruct sidewalks or bicycle paths.

3. Exhibits

Legal Description – Exhibit A

Survey – Exhibit B

Site Plan - Exhibit C

Elevations – Exhibit D

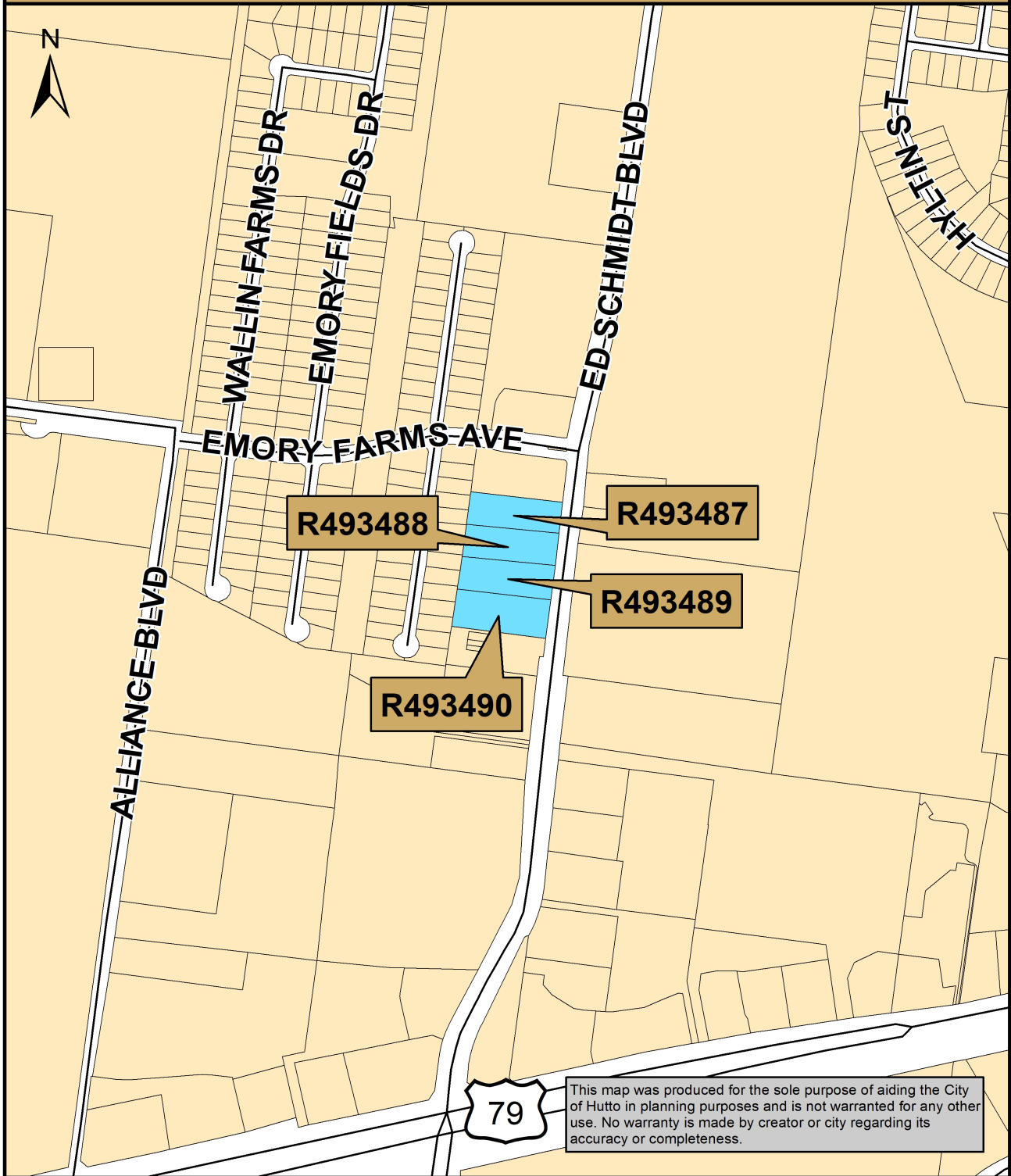
Exhibit A – Legal Description

Exhibit B – Survey

Exhibit C – Site Plan

Exhibit D – Elevations

411, 421, 431, 441 Ed Schmidt Boulevard (4.30 Acres)



Map Document: (K:\SITE LOCATION MAPS\2019 Site Location

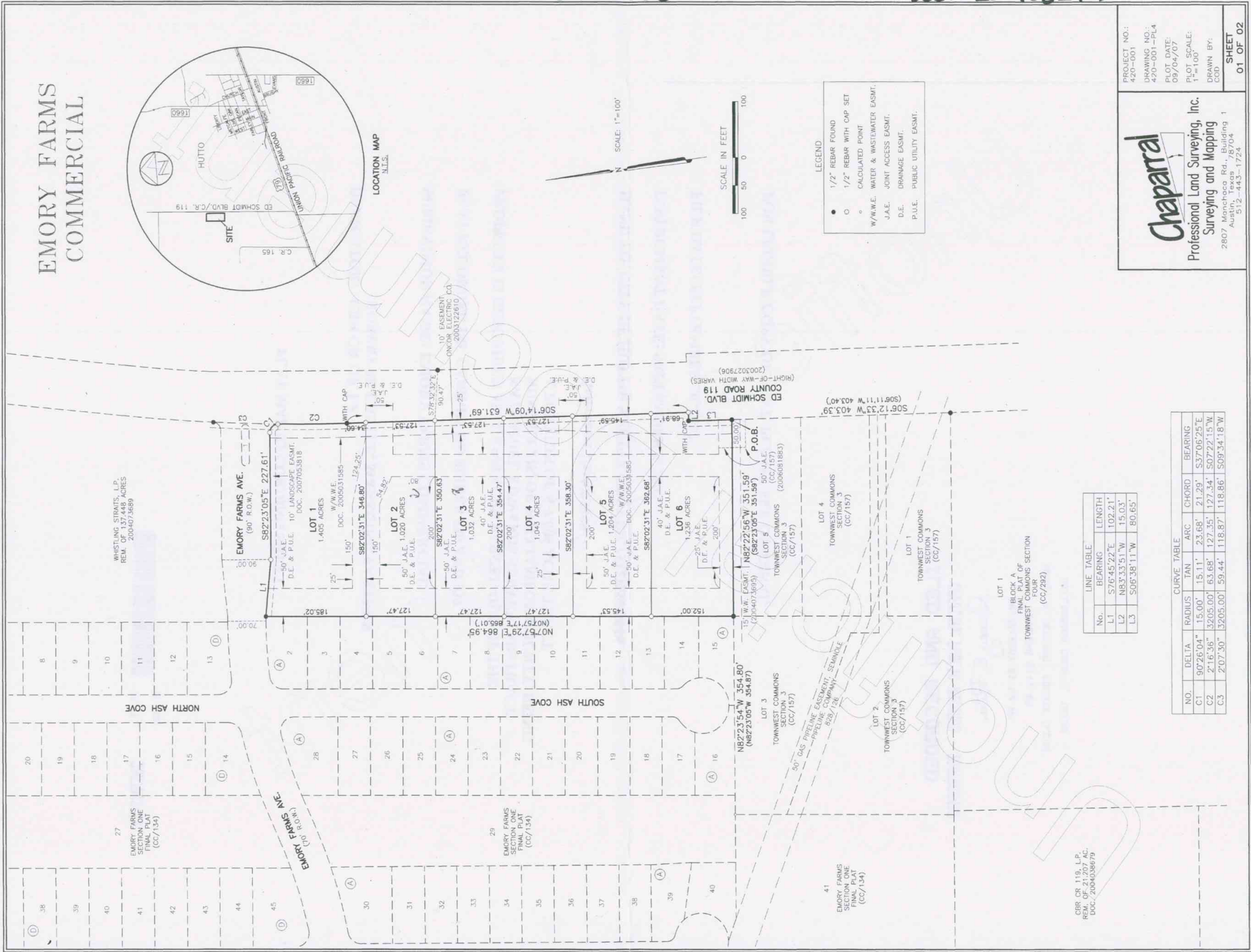
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Page 38 of 52



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Feet



STATE OF TEXAS
COUNTY OF WILLAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT GBR CR 119, L.P., ACTING HEREIN BY AND THROUGH ROBERT M. CASTLE, MANAGING PARTNER, BEING THE OWNER OF A CERTAIN TRACT OF LAND, TO-WIT: 6,940 ACRES OF LAND, MORE OR LESS, SITUATED IN WILLAMSON COUNTY, TEXAS, AND BEING THE SAME AS SHOWN ON THE PLAT OF RECORD IN THE PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DATED SEPTEMBER 20, 2004, OF RECORD IN DOCUMENT NO. 2004072698 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 6,940 ACRES OUT OF SAID TRACT, IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE ACTS, HERETOFORE TO BE CALLED, "EMORY FARMS COMMERCIAL", AND DO HEREBY GRANT TO THE PUBLIC ALL STREETS AND EASEMENTS SHOWN HEREON UNLESS OTHERWISE INDICATED, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

Robert M. Castle
ROBERT M. CASTLE, MANAGING PARTNER
519 TRADESMEN'S PARK DRIVE
HUTTO, TX. 78634
512-759-3763

09/05/07
DATE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT M. CASTLE, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

Robert M. Castle
Signature

09/05/07
DATE

LOURA J. KELLEY
My Commission Expires
March 1, 2011

LOURA J. KELLEY
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
SIGNATURE AND DATE

PRINTED NAME OF NOTARY AND NOTARY STAMP
3/1/11
DATE NOTARY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF WILLAMSON

KNOW ALL MEN BY THESE PRESENTS

I, CLARK O. DANIEL, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF AN ON-THE-GROUND SURVEY CONDUCTED BY ME AND MY DEPUTY, DEBBIE L. CHAPARRAL, ON SEPTEMBER 27, 2007, THAT ALL CORNER MONUMENTS WERE RECOVERED OR SET IN THE FOREGOING MANUALLY IN COMPLIANCE WITH THE SUBDIVISION ORDINANCES OF THE CITY OF HUTTO, TEXAS.

Clark O. Daniel, Jr.
CLARK O. DANIEL, JR., R.P.L.S. NO. 3661

9-04-2007
DATE

STATE OF TEXAS
COUNTY OF WILLAMSON

KNOW ALL MEN BY THESE PRESENTS

I, BARRY CAMPBELL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

NO PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN NUMBER FEMA MAP 48491C0244C, EFFECTIVE DATE SEPTEMBER 27, 1981, AS SHOWN HEREON.

Barry Campbell, P.E.
BARRY CAMPBELL, P.E., REGISTERED PROFESSIONAL ENGINEER
7113 BURNING WOOD DRIVE, SUITE 212
AUSTIN, TEXAS, 78757
512-452-4008

9/04/07
DATE

PLAT NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.

2. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.

3. THE BASIS OF BEARING OF THE SURVEY IS GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LGCA CONTROL NETWORK.

4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO USES OTHER THAN SINGLE FAMILY RESIDENTIAL.

5. EACH LOT IN THIS SUBDIVISION SHALL PROVIDE FOR ON-SITE STORMWATER DETENTION.

6. DEVELOPMENT OF THIS SUBDIVISION SHALL COMPLY WITH APPLICABLE ZONING ORDINANCES OF THE CITY OF HUTTO, INCLUDING:

A. REQUIRED PROPERTY LINE SETBACKS.

B. BUILDING COVERAGE AND/OR IMPERVIOUS COVER LIMITATIONS

7. DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION SHALL CONFORM TO CITY OF HUTTO LANDSCAPE ORDINANCE REQUIREMENTS.

8. WATER AND WASTEWATER UTILITIES FOR THIS SITE SHALL BE PROVIDED BY THE CITY OF HUTTO.

9. ACCESS TO ED SCHMIDT BLVD. (CR119) AND EMORY FARMS AVE IS RESTRICTED TO LOCATIONS SHOWN. RECIPROCAL ACCESS AGREEMENT DOCUMENT IS RECORDED IN 2007042403 WILLAMSON COUNTY, TEXAS.

APPROVAL
CITY OF HUTTO

PASSED AND APPROVED BY THE HUTTO CITY COUNCIL ON THE 2ND DAY OF July 2007 A.D., AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLAMSON COUNTY, TEXAS.

Mayor Kenneth L. Love
Mayor Kenneth L. Love

9/8/2007
DATE

Debbie L. Chaparral
City Secretary Debbie L. Chaparral

9-8-07
DATE

STATE OF TEXAS
COUNTY OF WILLAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26TH DAY OF SEPTEMBER 2007 A.D., AT 1:45 O'CLOCK P.M., AND DULY RECORDED THIS THE 26TH DAY OF SEPTEMBER 2007 A.D., AT 1:55 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET DD, SLIDES 336 AND 337.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

Nancy Rister
NANCY RISTER, CLERK OF WILLAMSON COUNTY, TEXAS

William A. Whelan
BY: William A. Whelan, Deputy

EMORY FARMS
COMMERCIAL

METES AND BOUNDS DESCRIPTION

6,940 ACRES

NATHANIEL EDWARDS SURVEY

A DESCRIPTION OF 6,940 ACRES (302301 S.F.) OF LAND IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 223 IN WILLAMSON COUNTY, TEXAS, BEING THE SAME AS SHOWN ON THE PLAT OF RECORD IN THE PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DATED SEPTEMBER 15, 2004 AND RECORDED IN DOCUMENT NO. 2004072698 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, SAID 6,940 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4" rebar with found in the west right-of-way line of Ed Schmidt Boulevard (C.R. 119, right-of-way width varies) for the southeast corner of said 7,005 acre tract and the northeast corner of Lot 5, Block A, Find Plat of Townwest Commons Section 3, a subdivision of record in Cabinet CC, Slide 157 of the Plat Records of Williamson County, Texas;

THENCE North 82°22'56" West, with the south line of the 7,005 acre tract and the north line of said Lot 5, a distance of 351.59 feet to a 1/2" rebar found for the southwest corner of the 7,005 acre tract and the northwest corner of Lot 5 and the southeast corner of Lot 15, Block A, Emory Farms Section One, a subdivision of record in Cabinet CC, Slide 134 of the Plat Records of Williamson County, Texas;

THENCE North 07°57'39" East, with the west line of the 7,005 acre tract and the east line of said Block A, Emory Farms Avenue, a distance of 864.95 feet to a 1/2" rebar found in the south right-of-way line of the northeast corner of Lot 2, Block A, Emory Farms Section One;

THENCE over and across the 7,005 acre tract with the south right-of-way line of said Emory Farms Avenue, the following three (3) courses:

1. South 76°45'22" East, a distance of 102.21 feet to a 1/2" rebar with cap set;

2. South 82°23'05" East, a distance of 227.61 feet to a 1/2" rebar with cap set for a point of curvature;

3. Along a curve to the right having a radius of 15.00 feet, on arc length of 23.68 feet and chord which bears South 37°06'25" East, a distance of 21.29 feet to a 1/2" rebar with cap set for a point of curvature in the west right-of-way line of said Ed Schmidt Boulevard (C.R. 119) and the east line of the 7,005 acre tract;

THENCE with the west right-of-way line of Ed Schmidt Boulevard and the east line of the 7,005 acre tract, the following four (4) courses:

4. Along a curve to the left having a radius of 3205.00 feet, on arc length of 127.35 feet and chord which bears South 07°22'15" West, a distance of 121.54 feet to a 1/2" rebar with cap found;

5. North 06°14'09" West, a distance of 631.69 feet to a 1/2" rebar with cap set;

6. North 83°33'51" West, a distance of 15.03 feet to a 1/2" rebar with cap found;

7. South 06°38'11" West, a distance of 80.65 feet to the POINT OF BEGINNING, containing 6,940 acres of land, more or less.

PROJECT NO.:
420-001

DRAWING NO.:
420-001-PL4

PLOT DATE:
09/04/07

PLOT SCALE:
1"=100'

DRAWN BY:
COO

SHEET
02 OF 02

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

NOT FOR CONSTRUCTION

FILE NAME: 00-G4-001-F-Cover Sheet



1 EXTERIOR PERSPECTIVE - SLATE GRAY SCHEME
NO SCALE



2 EXTERIOR PERSPECTIVE - RED BRICK SCHEME
NO SCALE



3 EXTERIOR PERSPECTIVE - SOUTHWEST SCHEME
NO SCALE

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10400 Fernwood Road
Bethesda, MD 20817 (301) 380-3000

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INN & SUITES®
Marriott.

Design Guideline Drawings

ISSUE DATE: 03-23-16

REVISION DATE:

GENERATION: 4

DECOR:

PERSPECTIVES

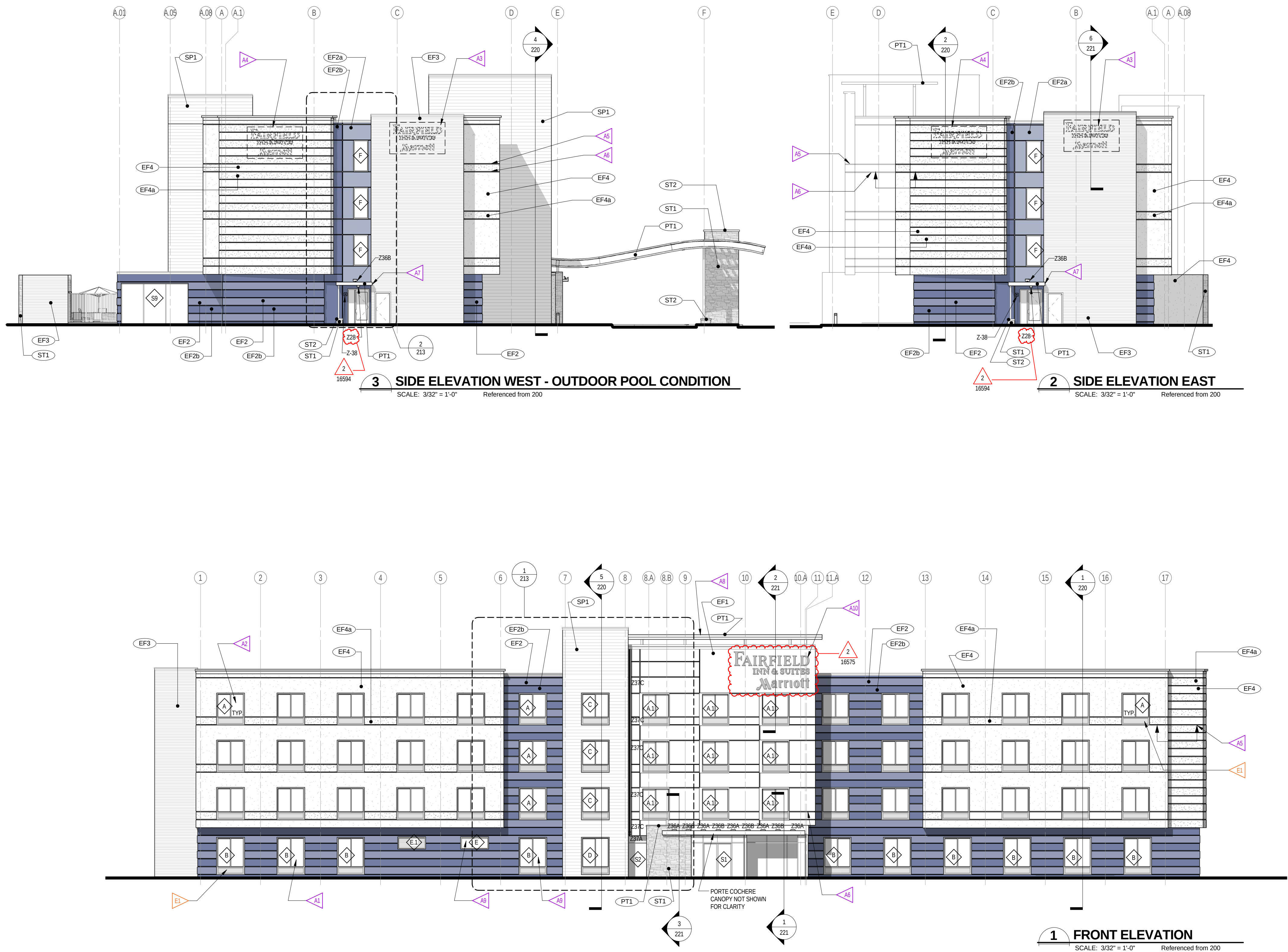
EXTERIOR

PERSPECTIVES

210

NOT FOR CONSTRUCTION

FILE NAME: 06-G4-210-F-Ext Perspectives



REFERENCE NOTES

- A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.
- B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS; AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.
- C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.

GENERAL NOTES

1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
2. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
3. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
4. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

CRITERIA NOTES

CRITERIA NOTES ARE SHOWN CATEGORIZED BY DISCIPLINE AND COULD BE INTERPRETED TO APPLY TO MORE THAN ONE DISCIPLINE. FOR EFFICIENCY, NOTES ARE ONLY SHOWN UNDER ONE PREDOMINANT DISCIPLINE. CONSULTANTS SHOULD FAMILIARIZE THEMSELVES WITH ALL CRITERIA NOTES.

ARCHITECTURE

- A1 TYPICAL GUESTROOM WINDOW @ GROUND FLOOR
- A2 TYPICAL GUESTROOM WINDOW FOR UPPER FLOOR
- OPT 1 - PREFERRED LOCATION FOR OPTIONAL CHANNEL LETTER SIGNAGE ON SIDES OR ENDS OF BUILDING. LOCATE AS APPROPRIATE BASED ON BUILDING ORIENTATION. VERIFY PARAPET HEIGHT OR WALL CONSTRUCTION IN THE AREA SIGN TO BE INSTALLED WILL ALLOW FOR REAR ACCESS REQUIRED FOR CHANNEL LETTER INSTALLATION AND OPERATION.
- OPT 2 - SECONDARY LOCATION FOR OPTIONAL SIGNAGE ON SIDES OR ENDS OF BUILDING. LOCATE AS APPROPRIATE AND SEE NOTE A3 ABOVE FOR WALL REQUIREMENTS FOR CHANNEL LETTER INSTALLATION.
- A3 ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.
- A4 CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.
- A5 SIDE ENTRY CANOPY. SEE ENLARGED ELEVATIONS FOR DETAILS.
- A6 ROOF SHADE CANOPY. SEE SHEET 202 FOR DETAILS.
- A7 WINDOW TO BE "FROSTED" TO CREATED VISUAL SCREEN TO LAUNDRY ROOM.
- A8 CHANNEL LETTER SIGNAGE AT FRONT OF BUILDING. SEE SIGNAGE MANUAL - EXTERIOR SIGNAGE PACKAGE FOR REQUIREMENTS.

ENGINEERING

- E1 PTAC LOUVER INTEGRAL WITH WINDOW FRAME. FINISH TO MATCH WINDOW FRAME.

EXTERIOR FINISH KEY

- EF1 PEARLESCENT ACCENT EIFS FINISH
- EF2 DARK EIFS FINISH COLOR
- EF2a ACCENT EIFS COLOR
- EF2b DARK EIFS FINISH COLOR - TEXTURED
- EF3 STAIR TOWER EIFS COLOR
- EF4 MAIN BUILDING EIFS COLOR
- EF4a ACCENT EIFS COLOR
- ST1 CULTURED STONE
- ST2 COPING
- SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN - SOLID PHENOLIC BOARD SIDING - CEMENT BOARD SIDING (OPTION)
- PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL COPINGS, FASCIAS, ETC.

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Design Guideline Drawings

ISSUE DATE: 06-06-15
REVISION DATE: 06-06-16
GENERATION: 4
DECOR: PERSPECTIVES

EXTERIOR ELEVATIONS

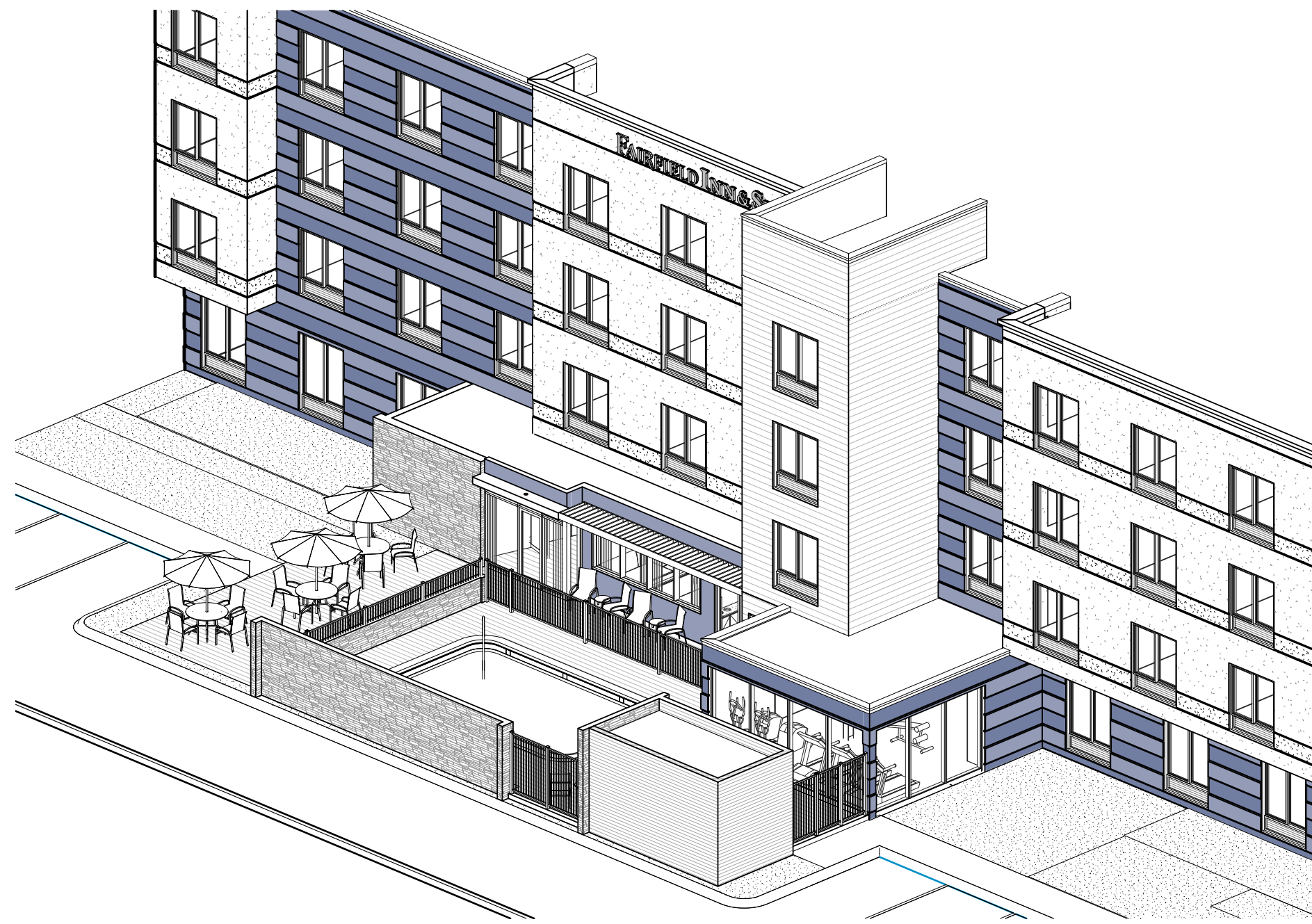
211

NOT FOR CONSTRUCTION

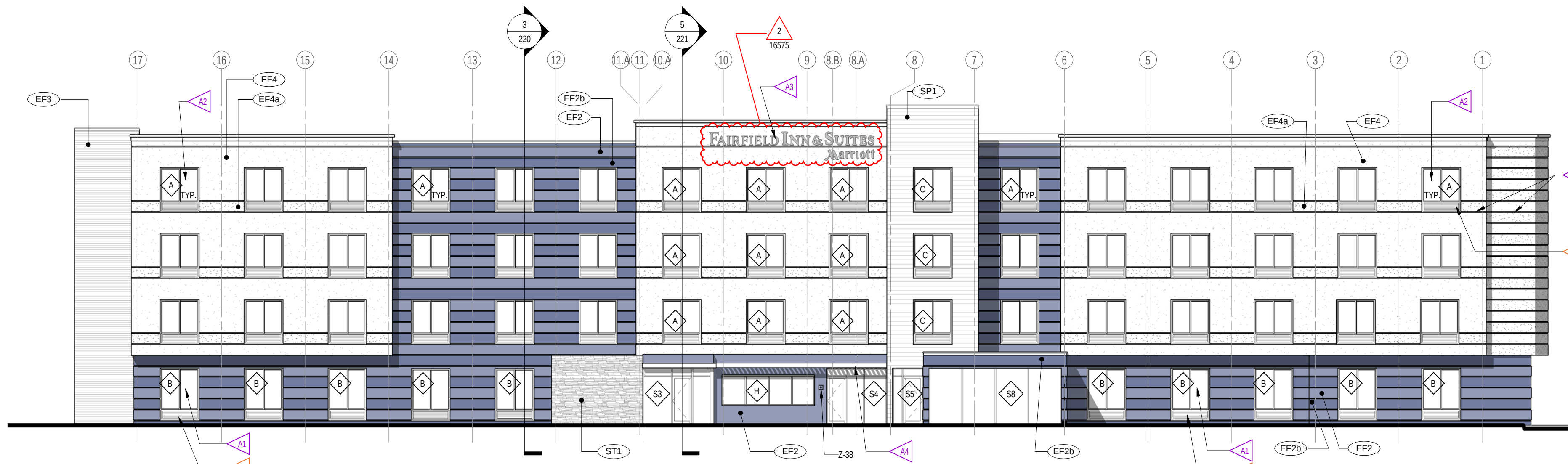
FILE NAME: 06-G4-211-F-Ext Elev

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Bethesda, MD 20817 (301) 380-3000



2 EXTERIOR 3D VIEW - OUTDOOR POOL
NO SCALE



1 REAR ELEVATION - OUTDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 200

REFERENCE NOTES

- A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.
- B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS, AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.
- C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.

GENERAL NOTES

1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
2. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
3. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
4. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

CRITERIA NOTES

CRITERIA NOTES ARE SHOWN CATEGORIZED BY DISCIPLINE AND COULD BE INTERPRETED TO APPLY TO MORE THAN ONE DISCIPLINE. FOR EFFICIENCY, NOTES ARE ONLY SHOWN UNDER ONE PREDOMINANT DISCIPLINE. CONSULTANTS SHOULD FAMILIARIZE THEMSELVES WITH ALL CRITERIA NOTES.

ARCHITECTURE:

- A1 TYPICAL GUESTROOM WINDOW @ GROUND FLOOR
- A2 TYPICAL GUESTROOM WINDOW FOR UPPER FLOOR.
- A3 OPTIONAL BUILDING CHANNEL LETTER SIGNAGE AT REAR OF BUILDING.
- A4 LOUVERED SUNSHADE.
- A5 ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.
- A6 CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.

ENGINEERING:

- E1 PTAC LOUVER INTEGRAL WITH WINDOW FRAME. FINISH TO MATCH WINDOW FRAME.

EXTERIOR FINISH KEY

- EF1 PEARLESCENT ACCENT EIFS FINISH
- EF2 DARK EIFS FINISH COLOR
- EF2a ACCENT EIFS COLOR
- EF2b DARK EIFS FINISH COLOR - TEXTURED
- EF3 STAIR TOWER EIFS COLOR
- EF4 MAIN BUILDING EIFS COLOR
- EF4a ACCENT EIFS COLOR
- ST1 CULTURED STONE
- ST2 CORING
- SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN - SOLID PSEPHOLIC BOARD SIDING - CEMENT BOARD SIDING (OPTION)
- PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL COPINGS, FASCIAS, ETC.

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Marriott.

Design Guideline Drawings

ISSUE DATE: 06-06-15
REVISION DATE: 06-06-16
GENERATION: 4
DECOR: PERSPECTIVES

EXTERIOR ELEVATIONS

212

NOT FOR CONSTRUCTION

FILE NAME: 07-G4-212-F-Ext ELEV

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Bethesda, MD 20817 (301) 380-3000



2 EXTERIOR 3-D VIEW - INDOOR POOL
NO SCALE



1 REAR ELEVATION - INDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 200A

REFERENCE NOTES

- A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.
- B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS; AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.
- C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.

GENERAL NOTES

1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
2. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
3. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
4. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

CRITERIA NOTES

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ARCHITECTURE

- A1 > BUILDING PROJECTION AT ALTERNATE INDOOR POOL.
- A2 > SEE SHEET 231 FOR STOREFRONT CONFIGURATIONS AT INDOOR POOL AND ADJACENT FITNESS ROOM PROJECTION.
- A3 > ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.
- A4 > CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.

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Design Guideline Drawings

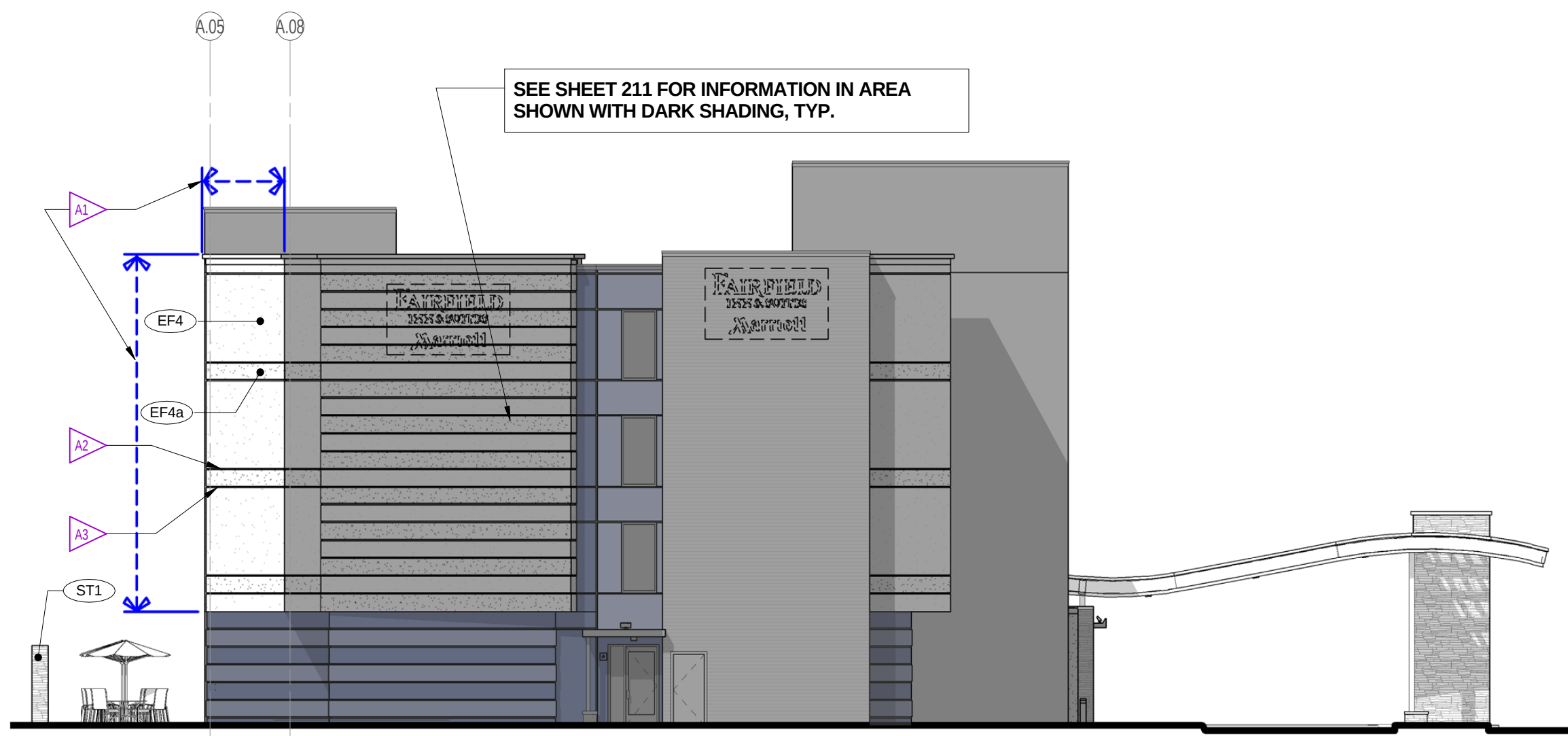
ISSUE DATE: 06-08-15
REVISION DATE:
GENERATION: 4
DECOR: PERSPECTIVES

EXTERIOR ELEVATIONS - INDOOR POOL

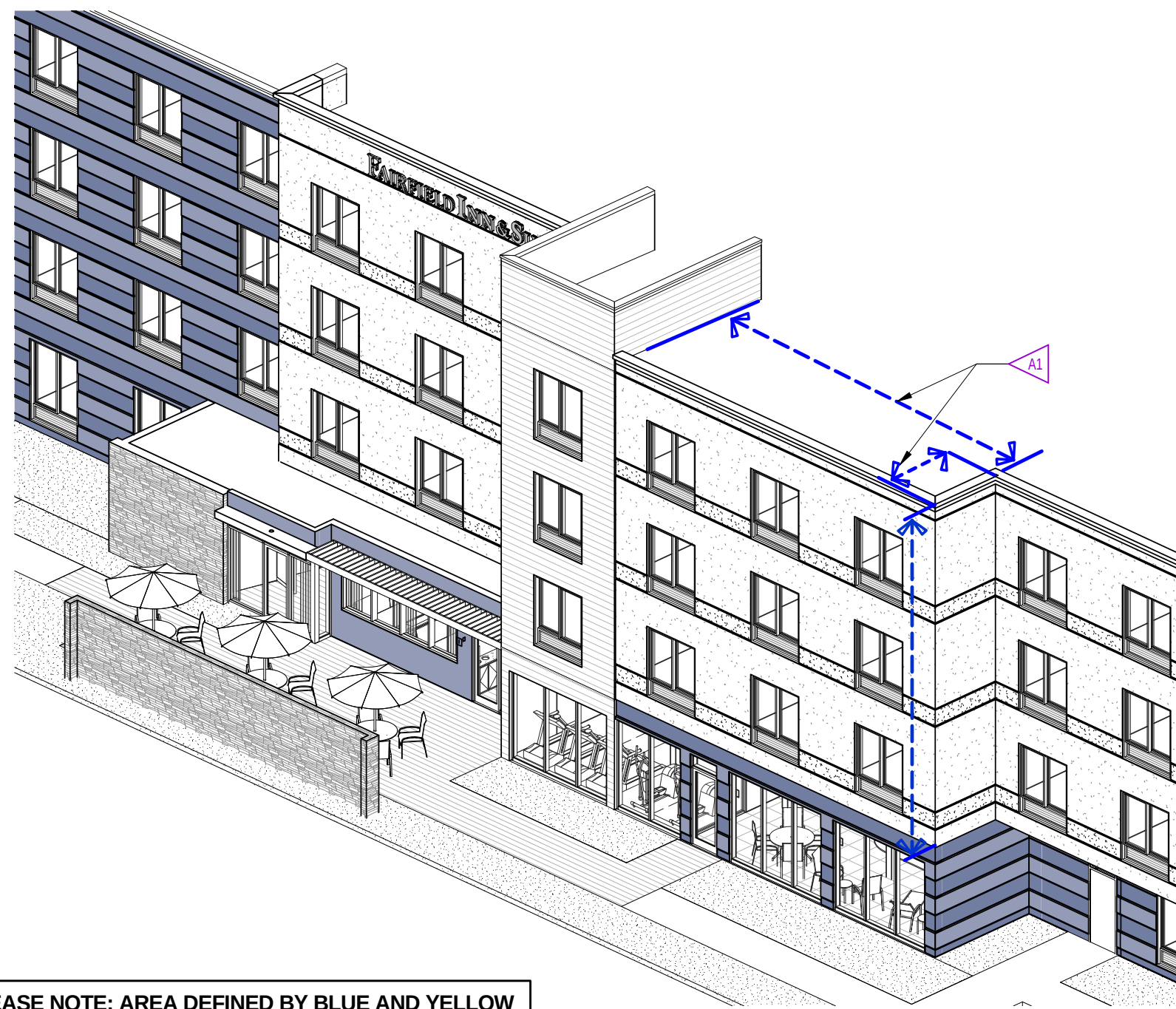
212A

NOT FOR CONSTRUCTION

FILE NAME: 08-G4-212A-F-Ext Elev-Indoor Pool

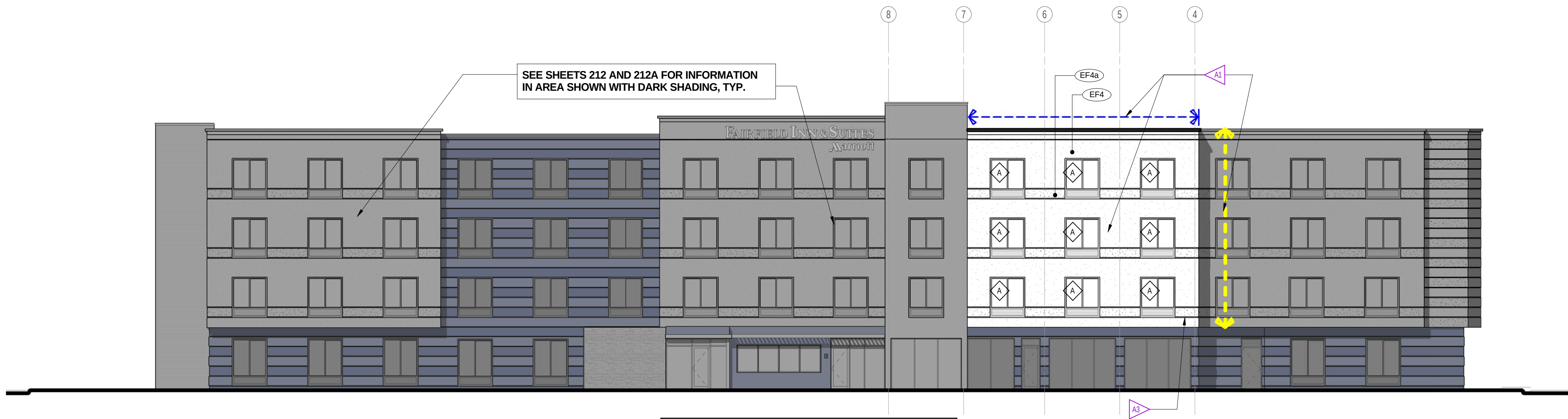


3 SIDE ELEVATION - W/ OPTIONAL EXTENDED GUESTROOM TOWER AT INDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 201A-opt



PLEASE NOTE: AREA DEFINED BY BLUE AND YELLOW ARROWS INDICATES WHERE OPTIONAL ELEMENTS OCCUR. REMAINDER OF BUILDING REMAINS AS INDICATED ON SHEETS 212 AND 212A.

2 3D VIEW - OPT GUESTROOM TOWER AT INDOOR POOL CONDITION
NO SCALE



PLEASE NOTE: AREA DEFINED BY BLUE AND YELLOW ARROWS INDICATES WHERE OPTIONAL ELEMENTS OCCUR. REMAINDER OF BUILDING REMAINS AS INDICATED ON SHEETS 212 AND 212A.

1 REAR ELEVATION - W/ OPTIONAL EXTENDED GUESTROOM TOWER AT INDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 201A-opt

REFERENCE NOTES

- A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.
- B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS; AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.
- C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.

GENERAL NOTES

- A. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
- B. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
- C. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
- D. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

CRITERIA NOTES

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ARCHITECTURE

- A1. OPTIONAL EXTENDED GUESTROOM TOWER ABOVE INDOOR POOL. SEE ALSO SHEETS 201A, 201A-opt, 211 AND 211A FOR ADDITIONAL INFORMATION.
- A2. ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.
- A3. CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.

EXTERIOR FINISH KEY

- EF1 PEARLESCENT ACCENT EIFS FINISH
EF2 DARK EIFS FINISH COLOR
EF2a ACCENT EIFS COLOR
EF2b DARK EIFS FINISH COLOR - TEXTURED
EF3 STAIR TOWER EIFS COLOR
EF4 MAIN BUILDING EIFS COLOR
EF4a ACCENT EIFS COLOR
ST1 CULTURED STONE
ST2 COPING
SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN - SOLID PHENOLIC BOARD SIDING - CEMENT BOARD SIDING (OPTION)
PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL COPINGS, FASCIAS, ETC.

FAIRFIELD
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Marriott.

Design Guideline Drawings

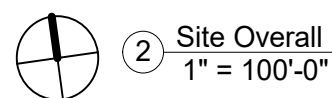
ISSUE DATE: 06-08-15
REVISION DATE:
GENERATION: 4
DECOR: PERSPECTIVES

EXTERIOR
ELEVATIONS OPT
GUESTROOM TOWER
AT INDOOR POOL

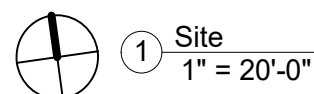
212A-opt

NOT FOR CONSTRUCTION

FILE NAME: 06-G4-212A-opt-F-Ext Elev-GR Tower-Indoor Pool



ACCESSIBLE ROLLIN KING: 1
ACCESSIBLE ROOMS: 4
TOTAL NUMBER OF ACCESSIBLE ROOMS: 5
TOTAL HEARING IMPAIRED ROOMS: 9



STRUCTURAL:
Whisonant Engineering Services, LLC
122 Nut Tree Court
Lexington, SC 29074
Phone: (803) 957-4008
Email: bill@weslex.com

MEP:
Allied Consulting Engineers
2905-D Queen City Drive
Charlotte, NC 28208
Phone: (704) 399-3943
Email: dbelk@allied-engineers.com

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2019 MISHRA ARCHITECTURE PLLC



Manish Amin

Fairfield Inn and Suites

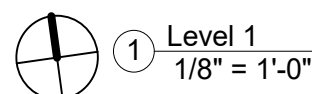
411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title
Site Plan

Phase Schematics

Project No.	19-XXX	Sheet No. A001
Prepared by	Author	
Checked by	Checker	
Date	May 28, 2019	

Released for
Review



CIVIL:
TBD

MEP:
Allied Consulting Engineers
2905-D Queen City Drive
Charlotte, NC 28208
Phone: (704) 399-3943
Email: dbelk@allied-engineers.com

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Sheet No.

A101

Fairfield Inn and Suites



CIVIL:
TBD

STRUCTURAL:
Whisonant Engineering Services, LLC
122 Nut Tree Court
Lexington, SC 29074
Phone: (803) 957-4008
Email: bill@weslex.com

MEP:
Allied Consulting Engineers
2905-D Queen City Drive
Charlotte, NC 28208
Phone: (704) 399-3943
Email: dbelk@allied-engineers.com

[illegible]

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KEY PLAN

Manish Amin

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title

Second Floor Plan

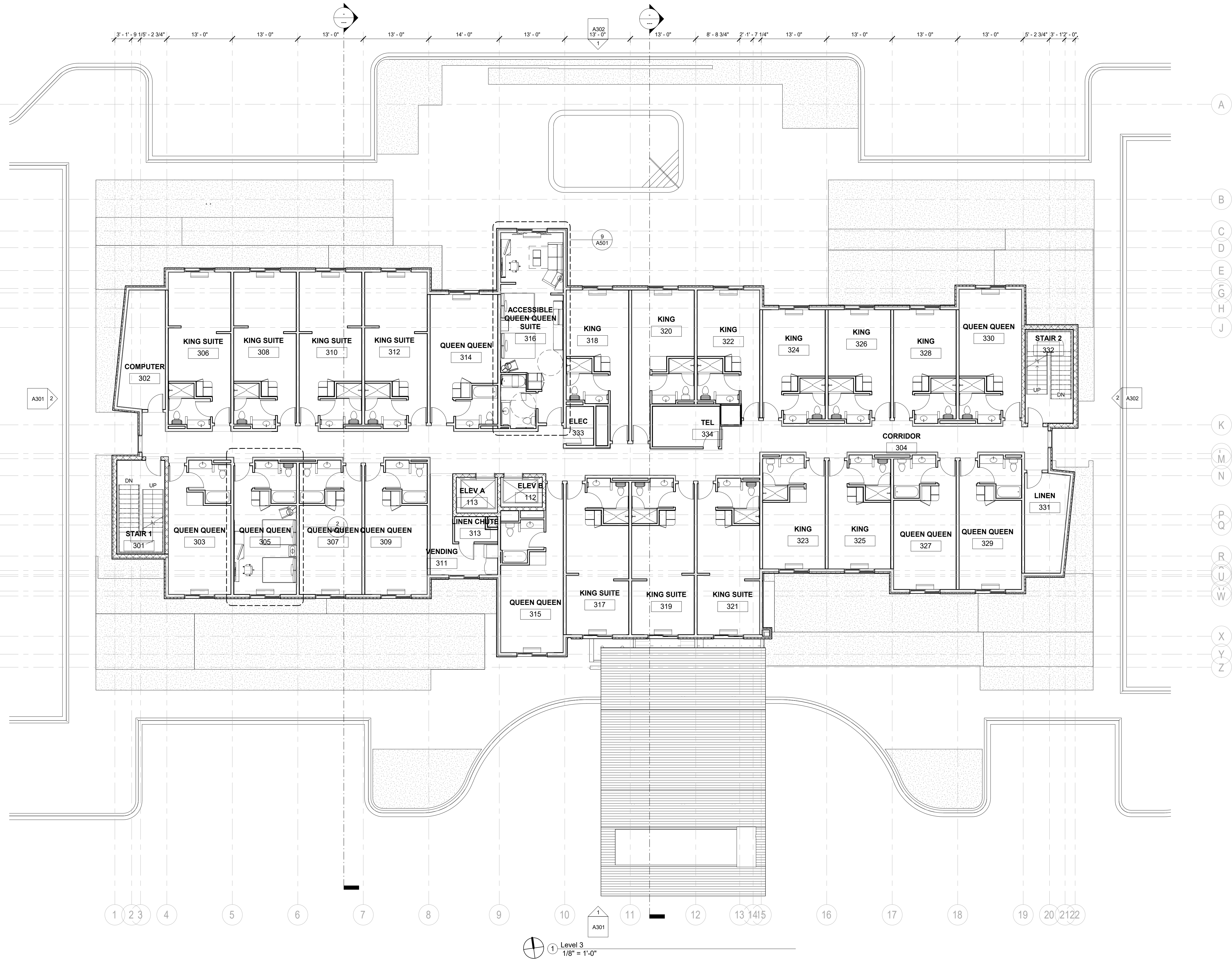
Phase
Schematics

Project No.	19-XXX
Prepared by	Author
Checked by	Checker
Date	May 28, 2019

Sheet No.

A102

Released for
Review



MISHRA
ARCHITECTURE PLLC

6800 S Creek Rd, Charlotte, NC 28277
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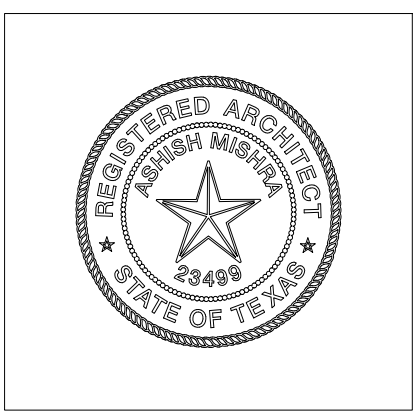
CIVIL:
TBD

STRUCTURAL:
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122 Nut Tree Court
Lexington, SC 29074
Phone: (803) 957-4008
Email: bill@wessex.com

MEP:
Allied Consulting Engineers
2905-D Queen City Drive
Charlotte, NC 28208
Phone: (704) 399-3943
Email: cbelk@allied-engineers.com

REVISIONS		
No.	Date	Description

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KEY PLAN

Manish Amin

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title
Third Floor Plan

Phase
Schematics

Project No. 19-XXX
Prepared by Author
Checked by Checker
Date May 28, 2019

Sheet No.
A103

Released for
Review

Fairfield Inn and Suites



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REVISIONS		
No.	Date	Description

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KEY PLAN

Manish Amin

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title
Fourth Floor Plan

Phase
Schematics

Project No. 19-XXX
Prepared by Author
Checked by Checker
Date May 28, 2019

Sheet No.
A104

Released for
Review

Fairfield Inn and Suites



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Marriott flaged hotel APPLICATION TYPE _____

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

Name: W. Randy Russ member
Company Name: CBR119 LLC
Address: 3874 Limmer Loop
Phone: 512.846.1998 Email: texasfixtures@gmail.com

PROPERTY INFORMATION

Address: 3xx Ed Schmidt Blvd
Legal Description: Lot(s) _____ Block _____ Subdivision _____
Deed Reference: Volume _____ Page(s) _____ or Document No. _____
City Limits or ETJ: CL Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: Randy Russ
Company Name: CBR119 LLC - TAMBORO KING
Address: 3874 Limmer
Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

William Russ
Property Owner Signature

William Russ
Property Owner Printed Name

9-14-19
Date

THE STATE OF TEXAS

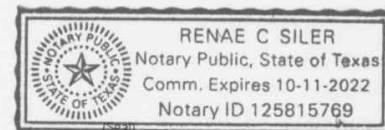
COUNTY OF Williamson

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

Given under my hand and seal of office this 14th day of September, 20 19 A.D.

Renae C. Siler
Notary Public Signature

Renae C. Siler
Notary Public Printed Name



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



**ZONING CHANGE
APPLICATION**

Must be accompanied by a
Master Application
May 2019

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

PROJECT NAME: PROPOSED MARRIOTT FLAGGED HOTEL
PROPERTY ADDRESS: 3XX ED SCHMIDT BLVD
Current zoning district: _____ Current Use: AGG Proposed Use: _____
Current zoning: North of property: _____ South of property: _____
East of property: _____ West of property: _____

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

REQUIRED FOR SUBMITTAL

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

- ☐ Complete Master application and Zoning Change application.
- ☐ Applicant has coordinated with staff on submittal requirements.
- ☐ Proof of ownership (copy of deed).
- ☐ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☐ Letter of intent explaining reason(s) for request.
- ☐ List of all property owners (from WCAD) within 200-ft of subject property.

ADDITIONAL REQUIREMENTS FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING:

- ☐ Pre-application meeting with Development Services staff and WCESD #3 (Fire District) staff. **(Mandatory)**
- ☐ Color copy of complete plan (1) 8 1/2" x 11", and shall include the following details:
 - o Proposed land uses and dwelling unit density in residential areas
 - o Proposed lot area, lot width, lot depth and yard depth and width
 - o Location of proposed building, building envelopes or building setbacks
 - o Proposed floor area ratios and/or square footage of development, and maximum heights of proposed buildings
 - o Proposed building elevations, parking and access
 - o Proposed circulation and streets including preliminary street cross sections
 - o Existing and proposed screening and landscaping including types and locations
 - o Proposed accessory buildings
 - o Proposed signs (see sign master plan submittal requirements and incorporate elements into development plan document)
 - o Proposed lighting
 - o Project phasing or scheduling
 - o Proposed management associations
 - o Proposed public facilities (schools, fire stations, etc.) and public parks, greenbelts and other open space
 - o Existing natural features, drainageways, 100-year floodplain, if applicable
 - o Other requirements as the city council may deem appropriate

ADDITIONAL REQUIREMENTS FOR FBC (FORM BASED CODE) ZONING:

- ☐ Map:
 - o Copy of overall site map (1) 18" x 24" + (1) 11" x 17" + (1) 8 1/2" x 11"
 - o Copy of site map(s) for each transect zone (1) 18" x 24" + (1) 11" x 17" + (1) 8 1/2" x 11"
 - o Proposed transect zones, civic zones and special districts
 - o Proposed thoroughfare network
 - o Proposed special requirements, if any
 - o Proposed number of warrants or variances, if any
 - o Copy of preliminary site plan(s) for each transect zone (2) 18" x 24" + (2) 11" x 17" + (1) 8 1/2" x 11"
- ☐ Transect Framework Plan (TFP) that includes,
 - o Total acreage (minimum 50 acres required)
 - o Location map of the property with major roadways and adjoining neighborhoods;
 - o General location of neighborhood units shown in 1/4 mi. radius pedestrian zones;

- A conceptual level plan depicting general location of transect zones with transitions to adjoining neighborhoods and roadway corridors
- General location of land uses including mix and density/intensity by transect zone or neighborhood unit
- General location of major roadway network
- Palette of proposed street types with associated cross-sections and street classifications
- A concept plan for open space, creek preservation, and stormwater drainage and detention, in addition to water, sewer infrastructure and general location of major open space such preservation of environmentally sensitive areas or farmland conservation areas
- Any other information that illustrates the general design direction
- Transect Zone Development Standards
- Written summary for,
 - Proposed sequence of community design
 - Proposed community unit types
 - Proposed transect zones, civic zones and special districts
 - Proposed thoroughfare standards, vehicular lanes and public frontages
 - Proposed density calculations
 - Proposed special requirements
 - Proposed natural drainage standards

ADDITIONAL REVIEW CRITERIA FOR SMARTCODE ZONING:

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

FOR DEPARTMENT USE ONLY:

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

ZONING CHANGE APPLICATION

REVIEW CRITERIA

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

ADDITIONAL REVIEW CRITERIA FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING:

- ☐ A development plan shall be provided for each separate PUD district (see items required for elements of a development plan).
- ☐ The form and content of the development plan shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.
- ☐ Will provide benefits through providing open space, parks, conservation, recreation, public amenities or aesthetic value, and shall outweigh the potential impact from more intense/dense development on the site.
- ☐ PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air/water pollution; and other factors affecting public health, welfare, safety and convenience.
- ☐ Does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under all applicable land use and development plans, or that arrangements are made to mitigate impacts.
- ☐ Architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

ADDITIONAL REVIEW CRITERIA FOR SMARTCODE ZONING:

- ☐ SmartCode zoning is available to land containing a minimum of 30 contiguous acres.
- ☐ The form and content of all plan types shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.
- ☐ Review criteria for all SmartCode plan types can be found in the SmartCode, as amended.
- ☐ Zoning within this district may require additional commission(s)/council action.

PROCESSING

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

Emory Farms Commercial

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

Development Plan

August 13, 2019

Applicant:

Please Provide

Applicant Representative:

Please Provide

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1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the “Emory Farms Commercial District” Planned Unit Development Ordinance and may be cited as “Emory Farms Commercial” PUD.

1.2 Purpose and Intent

The purpose of this Plan is to ensure a PUD that creates a mixed use development that is: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

1.3 Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be 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.

1.4 Severability

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

1.5 Amendments to Ordinance

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

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to (a) roadway and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than twenty percent (20%) in the size of any section or phase shown on the Concept Plan, shall be considered “Minor Modifications” over which the City’s Development Services Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Development Services Director has final review and decision-making authority.

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

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

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

1.6 Definitions

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

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD

The purpose of the Plan is to provide a high-quality hotel development. **Exhibit C**, illustrates the site plan.

For the purpose of addressing any development regulation not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for the following uses:

Non Residential: B-1

Permitted uses within the boundaries of the PUD are as listed in the below land use table:

PERMITTED USES

Use	Conditions
Multi-Family	
Government Facilities	
Park	
Amenity/Recreation Center	
Restaurant/Bar	1
Food Catering (accessory or secondary to restaurant or bakery)	
Library	
Live/Work Units	
Lodging Establishment	1
Office: Professional	
Office: Medical	
Veterinary Clinic	
Personal and business service shop	
Print Shop	
Retail Sales and Service (other than the uses listed below)	
Bakery	
Bank	
Convenience Store	
Day Care: Child (1-6 children)	
Day Care: Child (greater than 6 children)	1

Bed and Breakfast	
Bus Stops	

Accessory Uses

Accessory uses	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

(1) Permitted by Specific Use Permit

2.2 Use Descriptions and Standards

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

Prohibited Uses

Uses not listed in the “Permitted Use” table in section 2.1 shall be deemed prohibited unless determined to be appropriate under the conditions outlined for “New and Undefined Uses”.

New and Undefined Uses

As commerce and technology evolve, new types of land uses will develop and forms of land use not anticipated may seek locations in the Emory Farms Commercial PUD. To provide for contingencies, the Development Services Director will consider the appropriateness of an undefined use within the PUD area. Approval criteria include:

- Impacts of the use, including externalities and use of public services and infrastructure,
- The use is similar in nature and impact to a use listed and defined as a permitted use in the PUD.
- The use is consistent with the intent of the PUD district.
- The use conforms to the intent of the PUD, UDC and applicable plans
- The interpretation does not lower the protection given to the public by the PUD and UDC.
- The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and

residential areas.

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area

	Commercial/ retail/office/
Lot area (min)	20,000 sq. ft
Lot width at building line (min)	100 ft.
Front yard setback	20 ft.
Side yard (min)	0 ft. for common walls or 10 ft. (c)
Rear yard (min)	25 ft.
Side and rear yard for accessory building (min)	Same as main building (a)
Spacing between buildings (min)	10 ft.
Building height (min/max)	35 ft.(d)
Building height, accessory (max)	15 ft.
Lot Coverage	95% (b)
Sidewalks (min width along streets)	8 ft.

(a) Accessory buildings are not permitted between the front building line of the primary building and the public right of way.

(b) The buildable density on a lot shall be governed by the height, setback and lot coverage requirements only.

(c) Side setback of 0 feet is allowed only for internal attached buildings

- with a common wall.
- (d) For each One (1) foot of building height, the building must be set back One (1) foot from the rear property line.

3.1.2 Setback encroachment exceptions

Type of structure or use	Non-residential uses
Air conditioning equipment	n/a
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL
Awnings / Galleries	8 feet of vertical clearance required.
Bay windows, entry vestibules, overhanging eaves	No more than 3 ft. into any setback
Ramps and other access devices required by the ADA	Any yard on the site as long as they do not impede pedestrian flow
Retaining walls	Any yard on the site

3.1.3 Buffer yards

- 3.1.3.1 Landscape buffer yard shall be provided along the eastern boundary of the PUD along CR 119 (Ed Schmidt Boulevard).

- 20 ft. from CR 119 (Ed Schmidt Boulevard) right-of-way
- Landscape for the buffer yard shall be planted per the requirements of Section 3.4.2 of this PUD.

3.1.4 Screening

3.1.4.1 Loading area screening

Off-street loading areas must be fully screened from view from public streets and open spaces. Wing walls, landscape screens, changes in building orientation and/or other architectural elements must be used to buffer loading docks.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD must be located at least 25 ft. from a single-family residential use. Dumpsters must be screened from public

streets and pedestrian gathering areas with masonry walls and enclosure gates that are compatible with the architectural theme of the adjacent building(s).

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.3 Parking lot screening

Parking lots that are visible from a public street must be screened from the adjacent street and walkway by a minimum 6-foot-wide landscape area. Three-and-a-half-foot tall screen wall, shrubs, trees or a combination of the above may be placed in the 6-foot landscape screening area.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.4 Mechanical equipment screening

Roof top mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.

Solar panels are exempt from mechanical equipment screening standards.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.5 Utility equipment screening

Electric meters, switch boxes, panels, conduit and related utility equipment must be placed in the most inconspicuous location possible. Where allowed by utility provider, paint all utility equipment to match adjacent building or landscape.

Utility equipment located in an area that may be frequently seen by the general public must be screened with a wing wall architecturally integrated into the host structure or painted to match the primary building color.

3.1.5 Parking and Loading Space Bulk Standards

3.1.5.1 Parking space dimensions

Parking spaces must have the following minimum dimensions:

- Standard parking space (perpendicular or angled to the aisle): 9 ft. x 18 ft.
- Compact parking space: 7.5 ft x 16.5 ft.
- Standard parking space (parallel to the aisle): 8 ft. x 23 ft.
- Handicapped parking space: 9 ft. x 18 ft., plus a clear 5 ft. x 18 ft. loading area to the side. Two handicapped spaces may share one loading area.
- Motorcycle space: 4.5 ft. x 9 ft.
- Off-street loading space: 12 ft. x 25 ft.
- Bicycle space: a stationary object where a user can secure both wheels and the frame of the bicycle with a 6 ft. cable and lock. The stationary object may be a freestanding bicycle rack, a wall-mounted bracket, an enclosed bicycle locker, a three-point bicycle rack or a fenced, covered, locked or guarded bicycle storage area.

3.1.6 Parking Requirements

3.1.6.1 Required parking spaces

Uses shall provide the amount of parking that is necessary to meet anticipated normal demand. Up to 15% of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The minimum number of required parking spaces for a use is as follows:

Commercial use classification	Required specs (minimum)
Multi-tenant retail buildings;	1 per 400 sq. ft. GFA
Restaurant	1 per 150 sq. ft. GFA

Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, instructional facility, personal and business service shop, print shop, retail store	1 per 400 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA
Child day care facility	1 per employee + 3
Lodging Establishment	1.2 per room + 1 per 100 sf of meeting room space

3.1.6.2 Bicycle parking

One or more bicycle parking spaces must be provided for every 20 vehicle parking spaces required as a minimum for non-residential uses.

3.1.6.3 Space computation and fractions

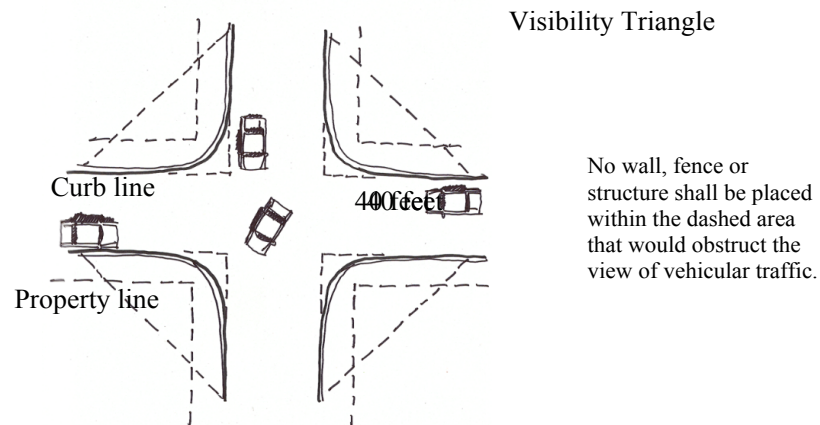
Fractional results will be rounded up when computing the number of required parking spaces.

3.2 Landscaping

3.2.1 General Standards

3.2.1.1 Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.



3.2.1.2 Utilities

Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

3.2.2 Required Landscaping:

3.2.2.1 Landscaping areas

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer FM 1660	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Street frontage along internal, public streets – “Street Trees”	1 per 40 ft. of street frontage unless interruption is needed for utility conflict	Optional	Optional
Parking lots: landscape islands in rows and at row ends	1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows	Optional	2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility.
Parking lots: landscape buffers between parking lot and public street or pedestrian area.	1 per 40 ft. of linear landscape area	1 per 30 ft. of linear landscape area	1 per 5 ft. of linear landscape area
Interior Parking: 10 ft. landscape median between every other parking bay	1 per 60 ft of linear landscape area	1 per 25 ft of landscape area	
Dumpster Screening (*does not apply when the enclosure is an architectural extension of a principal building)		1 on each of the three sides of the enclosure, except the side where the gate is located.	1 per 4 linear ft of wall constructed
Ground Mounted Equipment			1 per 3 ft of linear landscape around boundary, except the side where access is located.
Medians	1 per 50 ft. of linear median	Optional	Optional
Other areas (retention and detention basins, open space, etc.)	1 per 2,500 sq. ft. of landscape area	1 per 5,000 sq. ft. of landscape area	2 per 1,000 sq.ft. of landscape buffer

3.2.3 Tree and shrub size

Native tall trees must have a caliper of at least 3 in. and 10-12 ft. ht.
Native small trees must have a caliper of at least 1.5 in. and 8-10 ft. ht.
Planted shrubs must have a minimum 3-gallon container or be at least 18 in. tall.

3.2.4 Street Trees

- (1) Planted a maximum of 40' on center except when an interruption is needed for a utility or desired view into a park or open space.
- (2) Trees shall be located a minimum of ten feet (10') from a building.
- (3) Located within a minimum six-foot (6') wide planting strip or within an 6'x6' tree grate.
- (4) Sized at a minimum of three (3") caliper;
- (5) All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
- (6) The following tree species are recommended for Street Trees. The same species shall be used along a contiguous street frontage for a visual consistency.

<u>Common Name</u>	<u>Scientific Name</u>
Carolina Cherry Laurel	<i>Prunus caroliniana</i>
Chinquapin Oak	<i>Quercus muehlenbergii</i>
Texas Red Oak	<i>Quercus buckleyi</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Live Oak	<i>Quercus virginiana</i>
Mexican Sycamore	<i>Platanus mexicana</i>

3.2.5 Materials, maintenance and replacement

3.2.5.1 Plant materials

Plant choice must be based on the Central Texas ecological setting and site microclimate conditions.

3.2.5.1.1 Maintenance

Trees and vegetation, irrigation systems, fences, walls and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition. Landscaping must be maintained free from disease, pests, weeds and litter.

A master community association will be established for the maintenance of landscape and irrigation areas located between the roadways and the building lines for internal projects as well as for all community signage, walls, medians, common open spaces, greenbelts, parks and detention areas. Sub associations may be formed for individual tracts as defined on **Exhibit C** of the PUD.

3.2.5.1.2 License Agreement

A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced street lights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls

The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

3.2.6 Irrigation

3.2.6.1 Automatic irrigation required

All plants on newly developed parcels must be irrigated with underground or drip irrigation.

3.3 Streets

3.3.1 Street Alignment

The precise alignment of the streets included in the Plan may be varied with City approval. **Exhibit C** illustrates the primary circulation pattern and the below street designations describe the planned streets within the PUD boundary.

3.3.2 Street Cross Sections

Local Street: 50-foot right-of-way. 33 feet of pavement face of curb to face of curb. 5-foot sidewalks on each side.

Collector Roadway: 60-foot right-of-way. 36 feet of pavement face of curb to face of curb. 5-foot sidewalks on each side.

3.3.3 Alleys

An alley (residential or commercial) is a public street designed to provide access to the rear or side of a lot including garage access, solid waste access, fire access and utility easements.

- Alleys may be required in non-residential areas where it is necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles or similar reasons consistent with the intent of this PUD.
- Alleys may not access arterial streets.
- All alleys shall have at least two direct access points to public streets
- Alleys shall be 20 feet of right of way with 14 feet of pavement

3.4 Common Open Space / Parkland

3.4.1 Common Open Space

Within the boundary of the PUD, 1,200 feet of trail and 15.8 acres of park and open space will be provided, as illustrated on **Exhibit D**.

An internal private park will be improved and will include but not be limited to the following amenities: picnic pavilion, playground, sport court, trails,

open play field and off street parking.

A minimum construction investment of \$500 per single family unit will be provided for the park improvements and construction of the trail system. The park fee will be applied to the improvements located within the Emory Farms Commercial PUD boundary.

The proposed Open space and trail system as illustrated on **Exhibit D** shall fully satisfy all parkland and open space requirements of the City with respect to the PUD. No additional parkland dedication, cash payment in lieu of parkland dedication or improvements in lieu of parkland dedication shall be required for this PUD.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Property Owner's Association (POA) or other responsible entity approved by the City. The POA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

3.5 Walls and Fencing

3.5.1 Required walls

The following fence and wall types are required:

Required fence Area/purpose	Height		Acceptable types/materials
Dumpster and utility area	6 ft. – 8 ft.		Masonry (stone, brick, similar materials)
	Must include the same materials, finishes and detailing as the host structure. Gates must be visually and structurally solid; must be metal. Dumpsters and compacters cannot be unscreened unless they are used for a construction or demolition project on the site.		
Utility substation or facility	6 ft. – 12 ft. or sufficient to conceal the substation		Masonry (stone, brick, similar materials)
Single Family or Multi Family lot that backs up to park or open space	6 ft.		Decorative iron fence

3.6 Outdoor Lighting

3.6.1 General Standards

3.6.1.1 Display levels and light pollution

- Lighting must be designed to minimize light pollution and spillage on adjacent properties.
- Ornamental street lights shall be allowed along the internal collector and local streets.
- Illumination spillover onto adjacent residential zoned properties must be no more than 5 lux. Streetlights are exempted.

3.6.1.2 Design

- Light poles should have a base, middle and top.
- Light pole design must be consistent with the style, character and theme used throughout the PUD area.
- Light poles must be placed in landscape areas wherever possible.
- Light poles must not obstruct sidewalks or bicycle paths.

3. Exhibits

Legal Description – Exhibit A

Survey – Exhibit B

Site Plan - Exhibit C

Elevations – Exhibit D

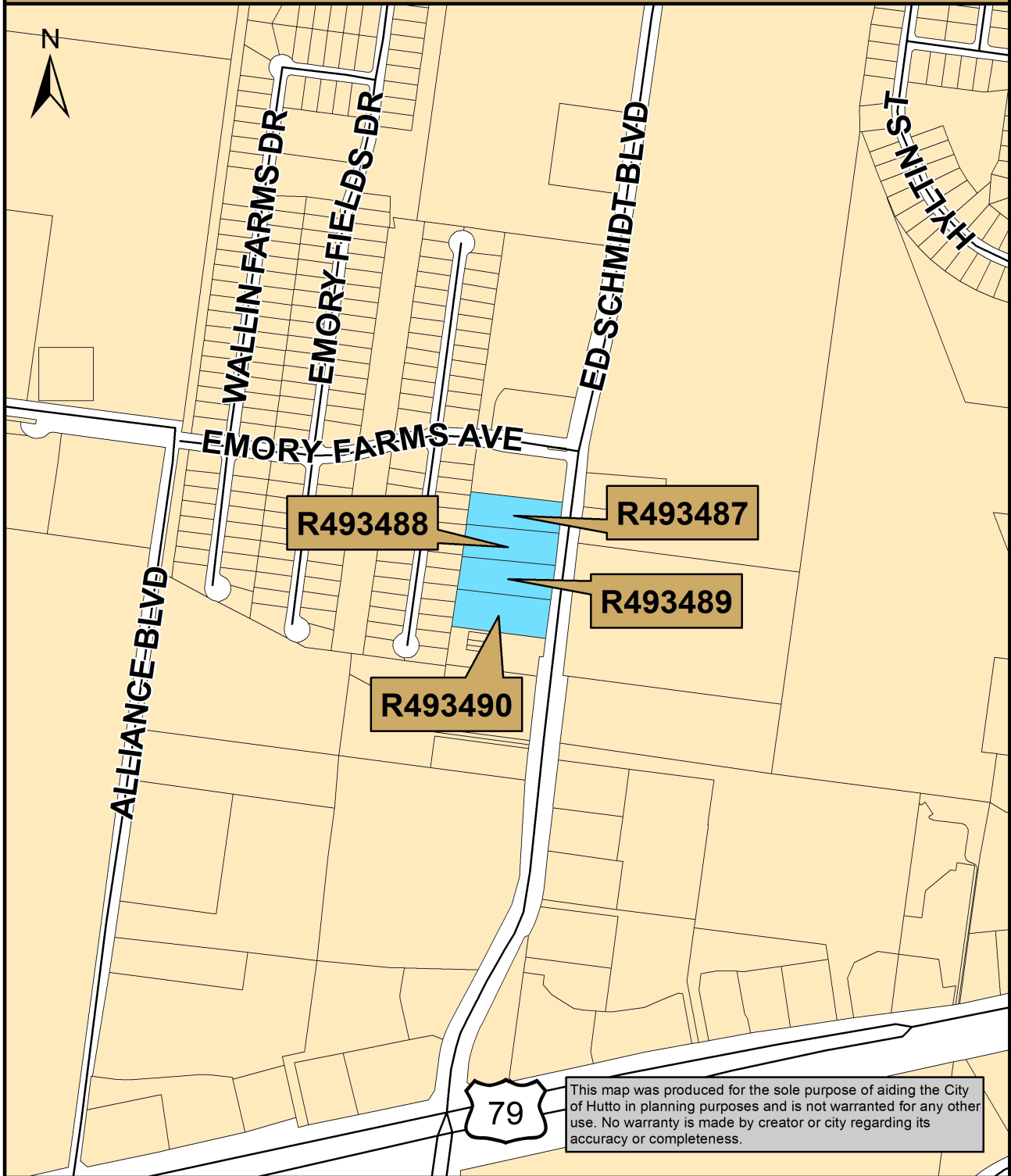
Exhibit A – Legal Description

Exhibit B – Survey

Exhibit C – Site Plan

Exhibit D – Elevations

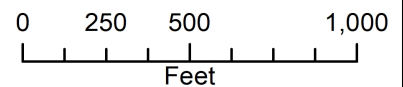
411, 421, 431, 441 Ed Schmidt Boulevard (4.30 Acres)



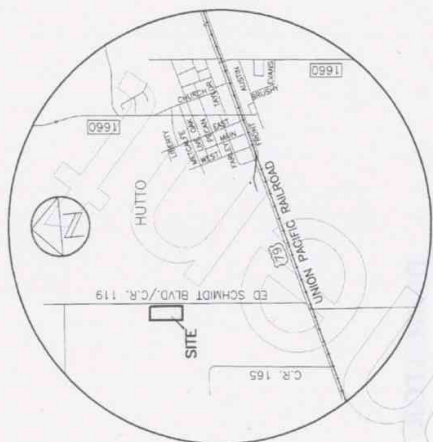
Map Document: (K:\SITE LOCATION MAPS\2019 Site Location

Maps\Emory_Farms\411_421_431_441_Ed_Schmidt_Boulevard.mxd)

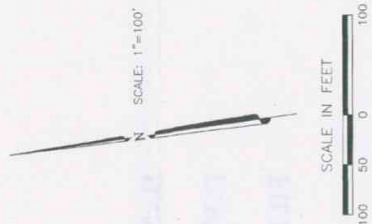
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EMORY FARMS
COMMERCIAL



LOCATION MAP
N.T.S.



LEGEND

- 1/2" REBAR FOUND
 - 1/2" REBAR WITH CAP SET
 - CALCULATED POINT
- W/W.E. WATER & WASTEWATER EASMT.
J.A.E. JOINT ACCESS EASMT.
D.E. DRAINAGE EASMT.
P.U.E. PUBLIC UTILITY EASMT.

LINE TABLE		
No.	BEARING	LENGTH
L1	S76°45'22"E	102.21'
L2	N83°33'51"W	15.03'
L3	S06°38'11"W	80.65'

CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	90°26'04"	15.00'	15.11'	23.68'	21.29'	S37°06'25"E
C2	2°16'36"	3205.00'	63.68'	127.35'	127.35'	S07°22'15"W
C3	2°07'30"	3205.00'	59.44'	118.87'	118.86'	S9°34'18"W

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO.: 4420-001
DRAWING NO.: 4420-001-PL4
PLOT DATE: 09/04/07
PLOT SCALE: 1"=100'
DRAWN BY: COD

SHEET
01 OF 02



GEN 4 | DESIGN GUIDELINE DRAWINGS

US & CANADA

111 UNITS 4 STORY

DECOR PACKAGE:

PERSPECTIVES

DESIGN GUIDELINE COMPONENTS:

THE DESIGN AND CONSTRUCTION CRITERIA DOCUMENTS INCLUDE THE FOLLOWING COMPONENTS:

1. DESIGN STANDARDS
2. DESIGN GUIDELINE DRAWINGS
3. DESIGN GUIDE PROJECT MANUAL MASTER INCLUDING:
 - INTERIOR FINISH INDEX (IFI)
 - EXTERIOR FINISH INDEX (EFI)
 - SIGNAGE MANUAL
 - INTERIOR GRAPHICS PACKAGE
 - EXTERIOR GRAPHICS PACKAGE
 - FOOD SERVICE AND GUEST LAUNDRY EQUIPMENT PRODUCT MANUAL
 - TOILET AND BATH ACCESSORY MATRIX &
 - TOILET AND BATH ACCESSORY PRODUCT MANUAL (TECH SHEETS FOR ALL CFRST BRANDS)
 - PLUMBING FIXTURE MATRIX &
 - PLUMBING FIXTURE PRODUCT MANUAL (TECH SHEETS FOR ALL CFRST BRANDS)
 - LIGHT FIXTURE MATRIX &
 - LIGHT FIXTURE PRODUCT MANUAL (TECH SHEETS FOR ALL CFRST BRANDS)
4. INTERIOR DESIGN SPECIFICATION MANUAL

ALL OF THESE DOCUMENTS ARE INTEGRAL
ELEMENTS OF THE COMPLETE DESIGN AND
CONSTRUCTION INFORMATION. THE ARCHITECT OF
RECORD IS RESPONSIBLE FOR INCORPORATING
ALL COMPONENTS OF THE CRITERIA DOCUMENTS
IN THE DEVELOPMENT OF ANY FAIRFIELD INN OR
FAIRFIELD INN & SUITES by MARRIOTT PROJECT.

ISSUED BY:
MARRIOTT INTERNATIONAL

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Design Guideline Drawings	
ISSUE DATE:	06-08-15
REVISION DATE:	06-06-16
GENERATION:	4
DECOR:	PERSPECTIVES
COVER SHEET	

001

FILE NAME: 00-G4-001-F-Cover Sheet



1 EXTERIOR PERSPECTIVE - SLATE GRAY SCHEME
NO SCALE



2 EXTERIOR PERSPECTIVE - RED BRICK SCHEME
NO SCALE



3 EXTERIOR PERSPECTIVE - SOUTHWEST SCHEME
NO SCALE

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Design Guideline Drawings

ISSUE DATE: 03-23-16

REVISION DATE:

GENERATION: 4

DECOR:

PERSPECTIVES

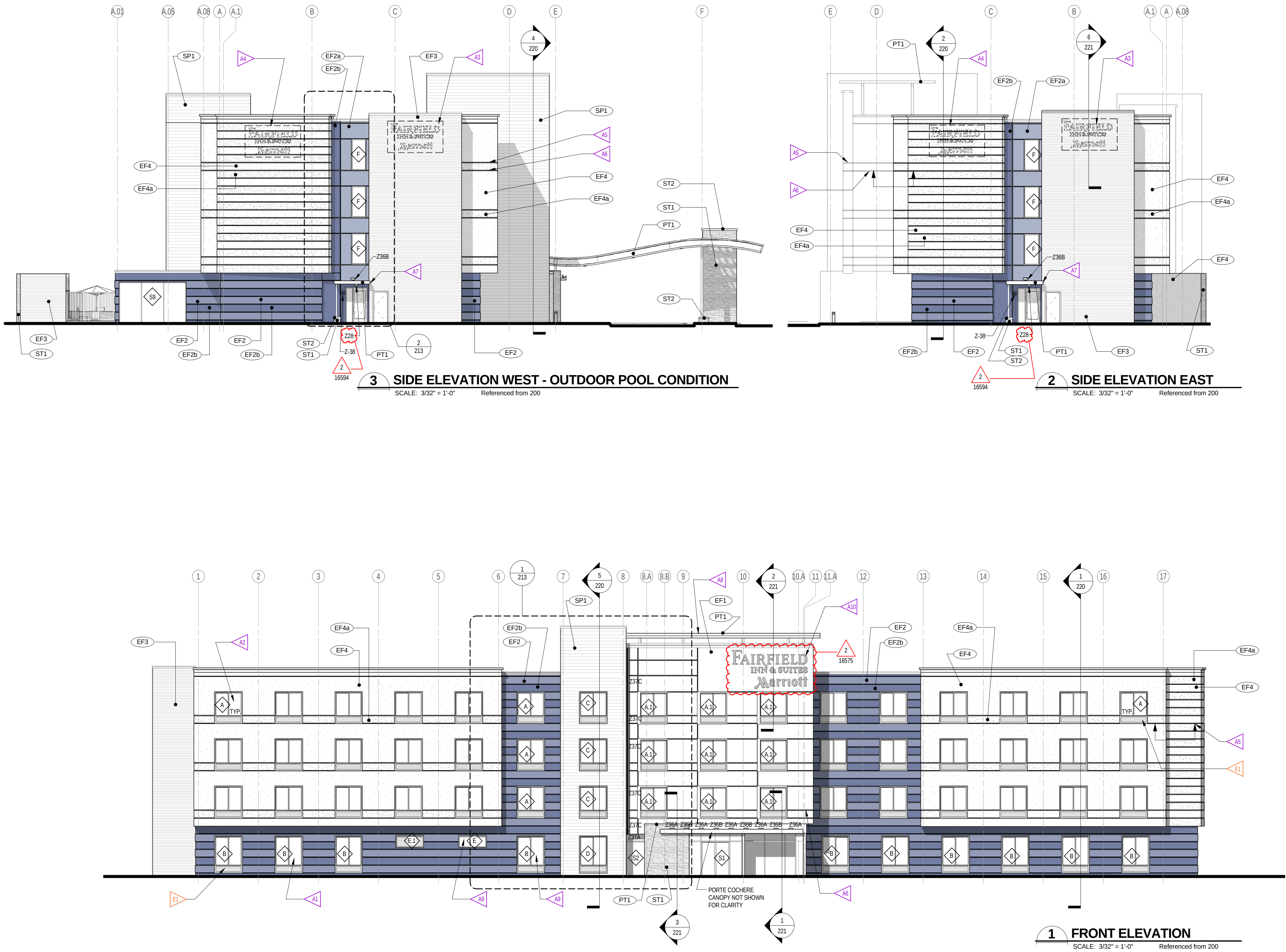
EXTERIOR

PERSPECTIVES

210

NOT FOR CONSTRUCTION

FILE NAME: 06-G4-210-F-Ext Perspectives



REFERENCE NOTES

- A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.
- B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS; AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.
- C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.

GENERAL NOTES

1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
2. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
3. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
4. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

CRITERIA NOTES

CRITERIA NOTES ARE SHOWN CATEGORIZED BY DISCIPLINE AND COULD BE INTERPRETED TO APPLY TO MORE THAN ONE DISCIPLINE. FOR EFFICIENCY, NOTES ARE ONLY SHOWN UNDER ONE PREDOMINANT DISCIPLINE. CONSULTANTS SHOULD FAMILIARIZE THEMSELVES WITH ALL CRITERIA NOTES.

- ARCHITECTURE:**
- A1 TYPICAL GUESTROOM WINDOW @ GROUND FLOOR
 - A2 TYPICAL GUESTROOM WINDOW FOR UPPER FLOOR
 - A3 OPT 1 - PREFERRED LOCATION FOR OPTIONAL CHANNEL LETTER SIGNAGE ON SIDES OR ENDS OF BUILDING. LOCATE AS APPROPRIATE BASED ON BUILDING ORIENTATION. VERIFY PARAPET HEIGHT OR WALL CONSTRUCTION IN THE AREA SIGN TO BE INSTALLED WILL ALLOW FOR REAR ACCESS REQUIRED FOR CHANNEL LETTER INSTALLATION AND OPERATION.
 - A4 OPT 2 - SECONDARY LOCATION FOR OPTIONAL SIGNAGE ON SIDES OR ENDS OF BUILDING. LOCATE AS APPROPRIATE AND SEE NOTE A3 ABOVE FOR WALL REQUIREMENTS FOR CHANNEL LETTER INSTALLATION.
 - A5 ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.
 - A6 CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.
 - A7 SIDE ENTRY CANOPY. SEE ENLARGED ELEVATIONS FOR DETAILS.
 - A8 ROOF SHADE CANOPY. SEE SHEET 202 FOR DETAILS.
 - A9 WINDOW TO BE "FROSTED" TO CREATED VISUAL SCREEN TO LAUNDRY ROOM.
 - A10 CHANNEL LETTER SIGNAGE AT FRONT OF BUILDING. SEE SIGNAGE MANUAL - EXTERIOR SIGNAGE PACKAGE FOR REQUIREMENTS.
- ENGINEERING:**
- E1 PTAC LOUVER INTEGRAL WITH WINDOW FRAME. FINISH TO MATCH WINDOW FRAME.

EXTERIOR FINISH KEY

- | | |
|------|---|
| EF1 | PEARLESCENT ACCENT EIFS FINISH |
| EF2 | DARK EIFS FINISH COLOR |
| EF2a | ACCENT EIFS COLOR |
| EF2b | DARK EIFS FINISH COLOR - TEXTURED |
| EF3 | STAIR TOWER EIFS COLOR |
| EF4 | MAIN BUILDING EIFS COLOR |
| EF4a | ACCENT EIFS COLOR |
| ST1 | CULTURED STONE |
| ST2 | COPING |
| SP1 | EXTERIOR ACCENT FINISH AT RAINSCREEN
- SOLID PHENOLIC BOARD SIDING
- CEMENT BOARD SIDING (OPTION) |
| PT1 | PAINT COLOR - ALUM. ROOF SHADE
CANOPY & OTHER METAL COPINGS,
FASCIAS, ETC. |

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Design Guideline Drawings
ISSUE DATE: 06-06-15
REVISION DATE: 06-06-16
GENERATION: 4
DECOR: PERSPECTIVES
EXTERIOR ELEVATIONS

211

NOT FOR CONSTRUCTION
FILE NAME: 06-G4-211-F-Ext Elev

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- REFERENCE NOTES
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B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS; AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.

C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.
- GENERAL NOTES
- A. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.

B. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.

C. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.

D. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.
- CRITERIA NOTES
- CRITERIA NOTES ARE SHOWN CATEGORIZED BY DISCIPLINE AND COULD BE INTERPRETED TO APPLY TO MORE THAN ONE DISCIPLINE. FOR EFFICIENCY, NOTES ARE ONLY SHOWN UNDER ONE PREDOMINANT DISCIPLINE. CONSULTANTS SHOULD FAMILIARIZE THEMSELVES WITH ALL CRITERIA NOTES.

ARCHITECTURE:

A1

A2

A3

A4

A5

A6

A7

A8

A9

A10

A11

TYPICAL GUESTROOM WINDOW @ GROUND FLOOR

TYPICAL GUESTROOM WINDOW FOR UPPER FLOOR

OPT 1 - PREFERRED LOCATION FOR OPTIONAL CHANNEL LETTER SIGNAGE ON SIDES OR ENDS OF BUILDING. LOCATE AS APPROPRIATE BASED ON BUILDING ORIENTATION. VERIFY PARAPET HEIGHT OR WALL CONSTRUCTION IN THE AREA SIGN TO BE INSTALLED WILL ALLOW FOR REAR ACCESS REQUIRED FOR CHANNEL LETTER INSTALLATION AND OPERATION.

OPT 2 - SECONDARY LOCATION FOR OPTIONAL SIGNAGE ON SIDES OR ENDS OF BUILDING. LOCATE AS APPROPRIATE AND SEE NOTE A3 ABOVE FOR WALL REQUIREMENTS FOR CHANNEL LETTER INSTALLATION.

ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.

CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.

SIDE ENTRY CANOPY. SEE ENLARGED ELEVATIONS FOR DETAILS.

ROOF SHADE CANOPY, SEE SHEET 202 FOR DETAILS.

WINDOW TO BE "FROSTED" TO CREATED VISUAL SCREEN TO LAUNDRY ROOM.

CHANNEL LETTER SIGNAGE AT FRONT OF BUILDING. SEE SIGNAGE MANUAL - EXTERIOR SIGNAGE PACKAGE FOR REQUIREMENTS.

ENGINEERING:

E1

PTAC LOUVER INTEGRAL WITH WINDOW FRAME. FINISH TO MATCH WINDOW FRAME.
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-
-
- PLEASE NOTE: THE ELEVATIONS DEPICTED HERE ARE TO ILLUSTRATE THE EXTERIOR APPEARANCE FOR THE ALTERNATE 3 STORY AND 79/82 UNIT PROTOTYPE. REFER TO SHEET 211 FOR ADDITIONAL INFORMATION ON EXTERIOR ELEVATIONS.
- EXTERIOR FINISH KEY

EF1

EF2

EF2a

EF2b

EF3

EF4

EF4a

ST1

ST2

SP1

PT1

PEARLESCENT ACCENT EIFS FINISH

DARK EIFS FINISH COLOR

ACCENT EIFS COLOR

DARK EIFS FINISH COLOR - TEXTURED

STAIR TOWER EIFS COLOR

MAIN BUILDING EIFS COLOR

ACCENT EIFS COLOR

CULTURED STONE

COPING

EXTERIOR ACCENT FINISH AT RAINSCREEN
- SOLID PHENOLIC BOARD SIDING
- CEMENT BOARD SIDING (OPTION)

PAIN T COLOR - ALUM. ROOF SHADE
CANOPY & OTHER METAL COPINGS,
FASCIAS, ETC.
- FAIRFIELD
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- Design Guideline Drawings
- ISSUE DATE: 06-06-15
REVISION DATE: 06-06-16
GENERATION: 4
DECOR: PERSPECTIVES
- EXTERIOR
ELEVATIONS - ALT 3
STORY - 79/82 UNITS
- 211-alt
- NOT FOR CONSTRUCTION
- FILE NAME: 07-G4-211-alt-F-Ext Elevs 3 Story-79_82 UNITS
- 5/24/2015 5:43:04 PM
- Page 250 of 409

- REFERENCE NOTES
- A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.

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- GENERAL NOTES
1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.

2. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.

3. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.

4. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.
- CRITERIA NOTES
- CRITERIA NOTES ARE SHOWN CATEGORIZED BY DISCIPLINE AND COULD BE INTERPRETED TO APPLY TO MORE THAN ONE DISCIPLINE. FOR EFFICIENCY, NOTES ARE ONLY SHOWN UNDER ONE PREDOMINANT DISCIPLINE. CONSULTANTS SHOULD FAMILIARIZE THEMSELVES WITH ALL CRITERIA NOTES.

ARCHITECTURE:

A1

TYPICAL GUESTROOM WINDOW @ GROUND FLOOR

A2

TYPICAL GUESTROOM WINDOW FOR UPPER FLOOR.

A3

OPTIONAL BUILDING CHANNEL LETTER SIGNAGE AT REAR OF BUILDING.

A4

LOUVERED SUNSHADE.

A5

ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.

A6

CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.

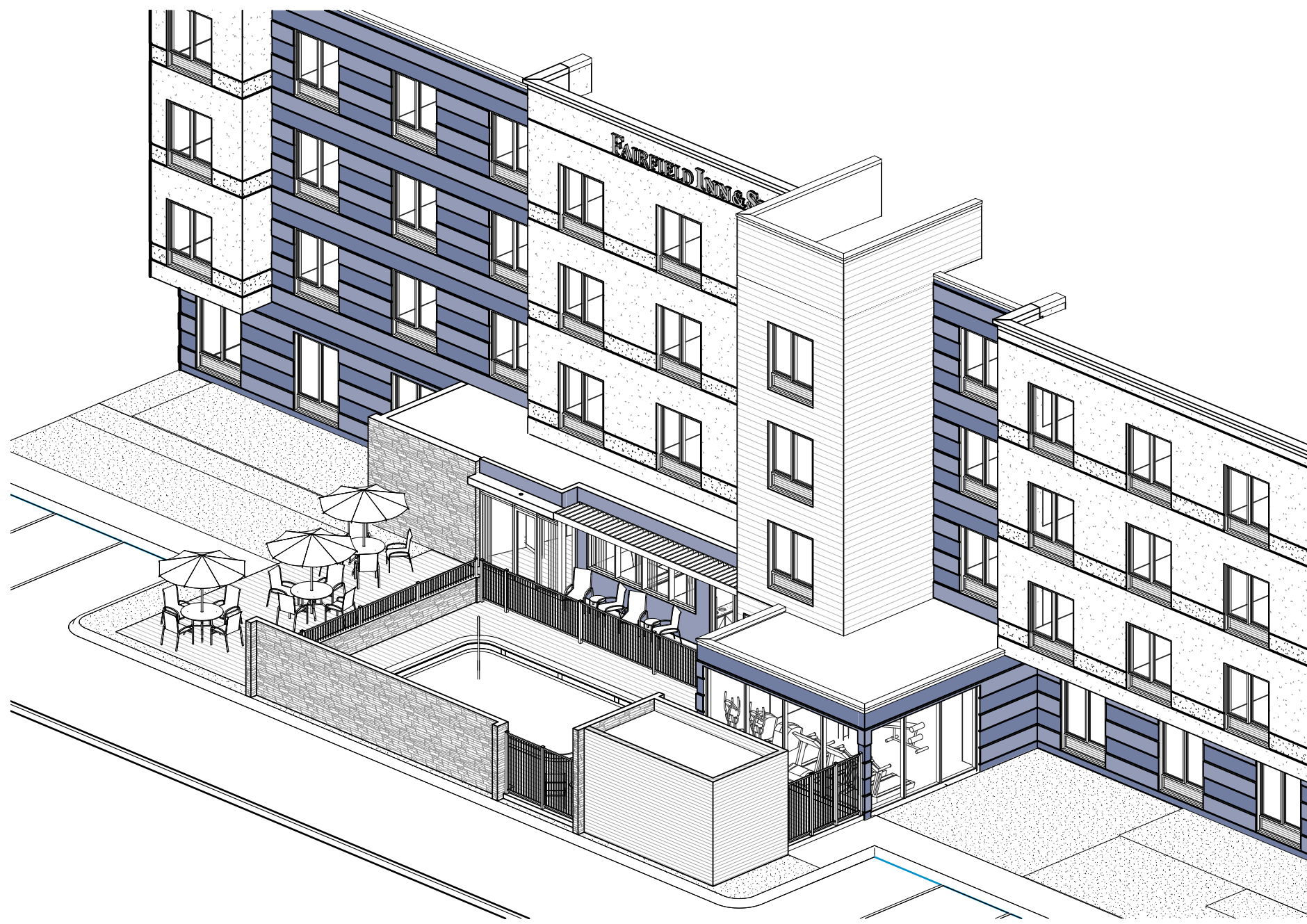
ENGINEERING:

E1

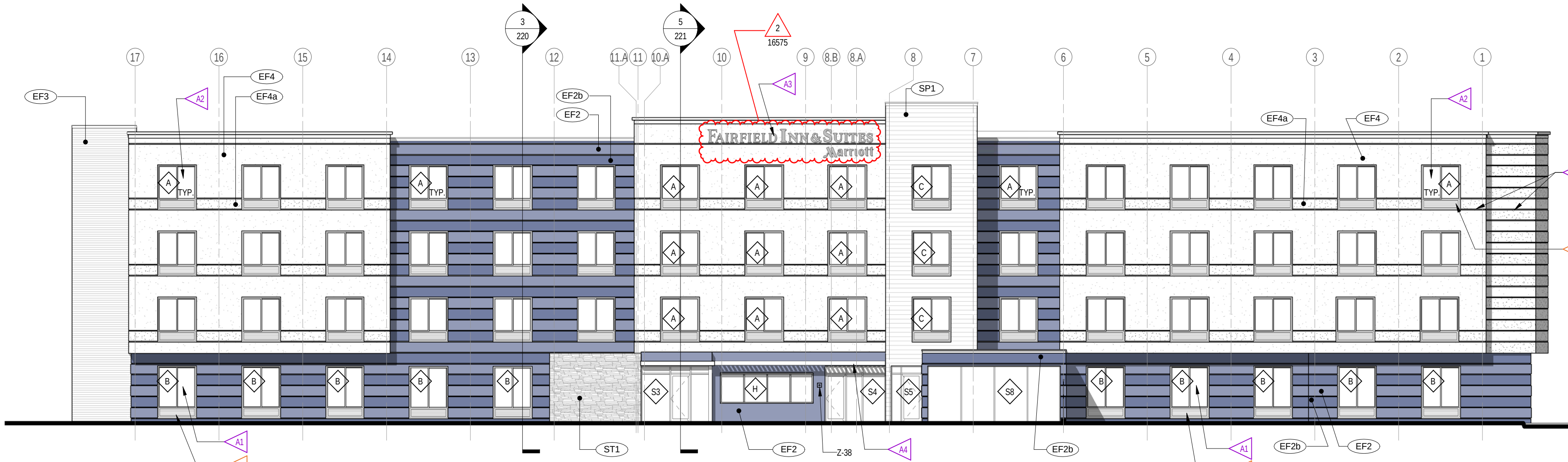
PTAC LOUVER INTEGRAL WITH WINDOW FRAME. FINISH TO MATCH WINDOW FRAME.

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2 EXTERIOR 3D VIEW - OUTDOOR POOL
NO SCALE



1 REAR ELEVATION - OUTDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 200

EXTERIOR FINISH KEY

	EF1 PEARLESCENT ACCENT EIFS FINISH
	EF2 DARK EIFS FINISH COLOR
	EF2b ACCENT EIFS COLOR
	EF2b DARK EIFS FINISH COLOR - TEXTURED
	EF3 STAIR TOWER EIFS COLOR
	EF4 MAIN BUILDING EIFS COLOR
	EF4a ACCENT EIFS COLOR
	ST1 CULTURED STONE
	ST2 CORING
	SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN - SOLID PHENOLIC BOARD SIDING - CEMENT BOARD SIDING (OPTION)
	PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL COPINGS, FASCIAS, ETC.

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Design Guideline Drawings
ISSUE DATE: 06-06-15
REVISION DATE: 06-06-16
GENERATION: 4
DECOR: PERSPECTIVES
EXTERIOR
ELEVATIONS

212
NOT FOR CONSTRUCTION
FILE NAME: 07-G4-212-F-Ext Elev

- REFERENCE NOTES
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B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS; AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.

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ARCHITECTURE

A1 > BUILDING PROJECTION AT ALTERNATE INDOOR POOL.

A2 > SEE SHEET 231 FOR STOREFRONT CONFIGURATIONS AT INDOOR POOL AND ADJACENT FITNESS ROOM PROJECTION.

A3 > ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.

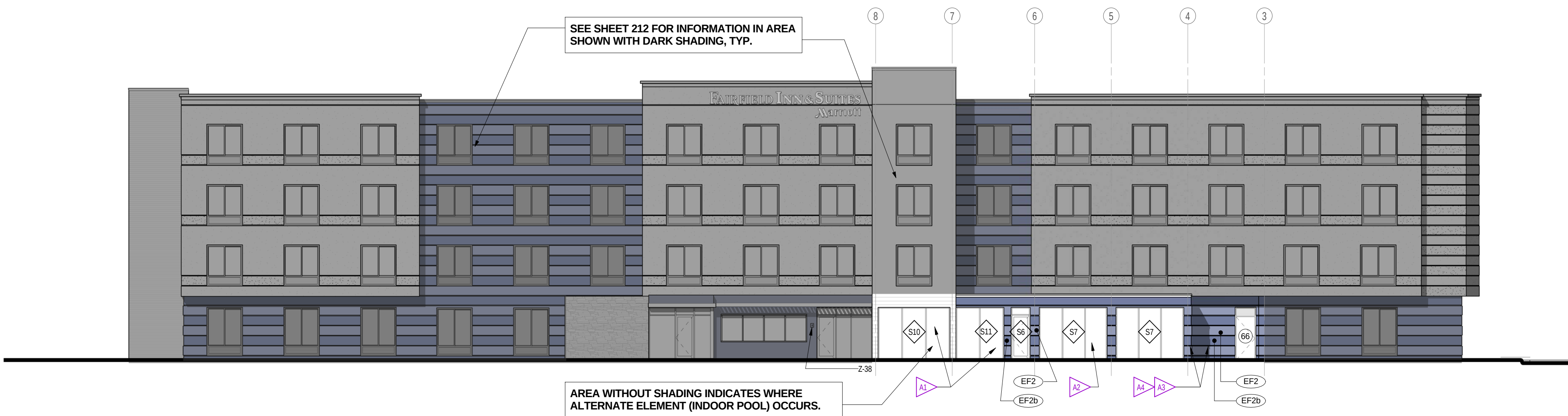
A4 > CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.

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FAIRFIELD INN & SUITES by MARRIOTT
Marriott International Inc.
10400 Fernwood Road
Bethesda, MD 20817 (301) 380-3000



2 EXTERIOR 3-D VIEW - INDOOR POOL
NO SCALE



1 REAR ELEVATION - INDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 200A

- EXTERIOR FINISH KEY
- EF1

PEARLESCENT ACCENT EIFS FINISH

EF2

DARK EIFS FINISH COLOR

EF2a

ACCENT EIFS COLOR

EF2b

DARK EIFS FINISH COLOR - TEXTURED

EF3

STAIR TOWER EIFS COLOR

EF4

MAIN BUILDING EIFS COLOR

EF4a

ACCENT EIFS COLOR

ST1

CULTURED STONE

ST2

CORING

SP1

EXTERIOR ACCENT FINISH AT RAINSCREEN - SOLID PHENOLIC BOARD SIDING - CEMENT BOARD SIDING (OPTION)

PT1

PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL COPINGS, FASCIAS, ETC.

FAIRFIELD
INN & SUITES®
Marriott.

Design Guideline Drawings
ISSUE DATE: 06-08-15
REVISION DATE:
GENERATION: 4
DECOR: PERSPECTIVES
EXTERIOR
ELEVATIONS -
INDOOR POOL

212A

NOT FOR CONSTRUCTION
FILE NAME: 08-G4-212A-F-Ext Elev-Indoor Pool

REFERENCE NOTES

A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.

B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS; AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.

C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.

GENERAL NOTES

A. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.

B. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.

C. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.

D. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

CRITERIA NOTES

CRITERIA NOTES ARE SHOWN CATEGORIZED BY DISCIPLINE AND COULD BE INTERPRETED TO APPLY TO MORE THAN ONE DISCIPLINE. FOR EFFICIENCY, NOTES ARE ONLY SHOWN UNDER ONE PREDOMINANT DISCIPLINE. CONSULTANTS SHOULD FAMILIARIZE THEMSELVES WITH ALL CRITERIA NOTES.

ARCHITECTURE:

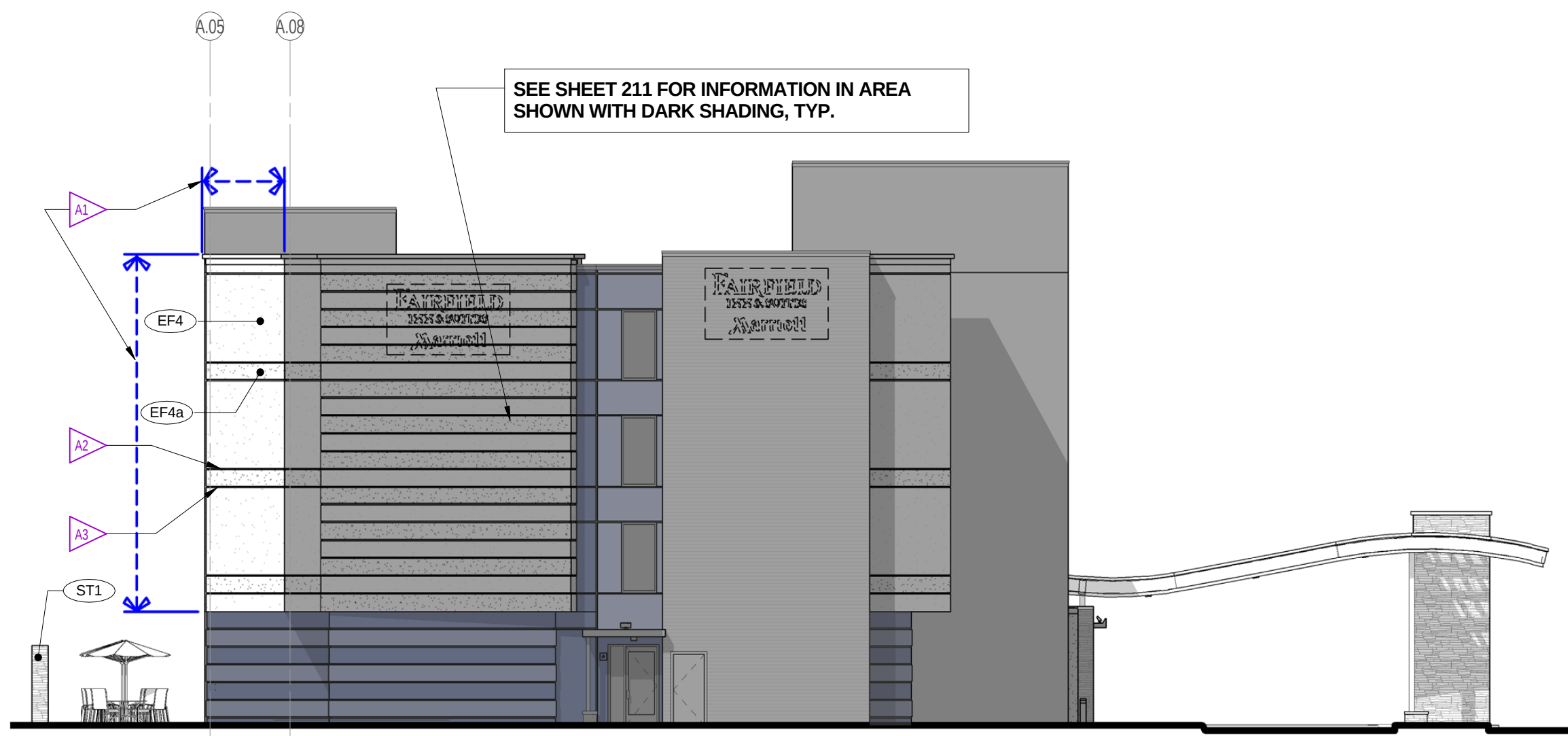
A1. OPTIONAL EXTENDED GUESTROOM TOWER ABOVE INDOOR POOL. SEE ALSO SHEETS 201A, 201A-opt, 211 AND 211A FOR ADDITIONAL INFORMATION.

A2. ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.

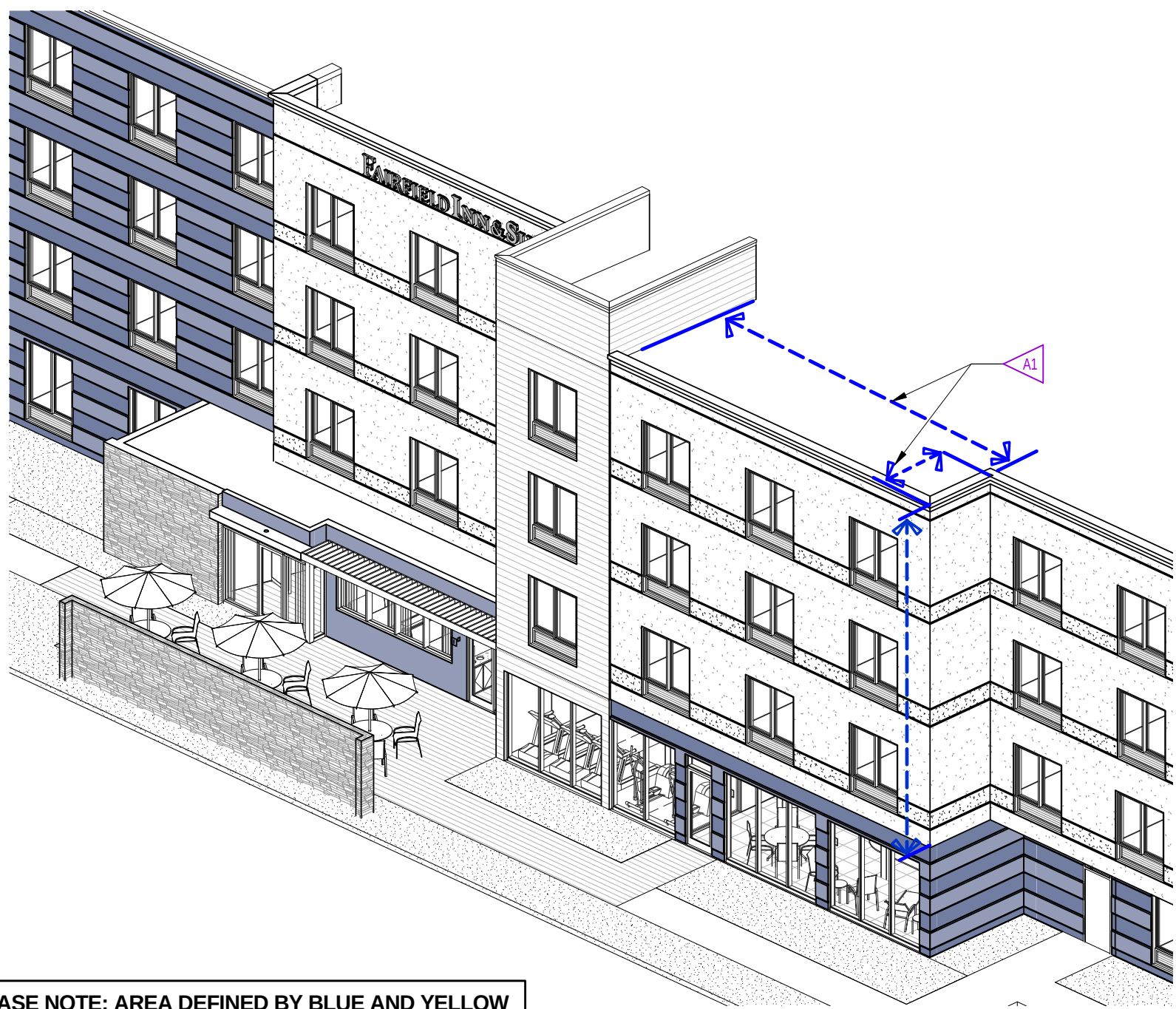
A3. CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.

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Marriott International Inc.
10400 Fernwood Road
Bethesda, MD 20817 (301) 380-3000

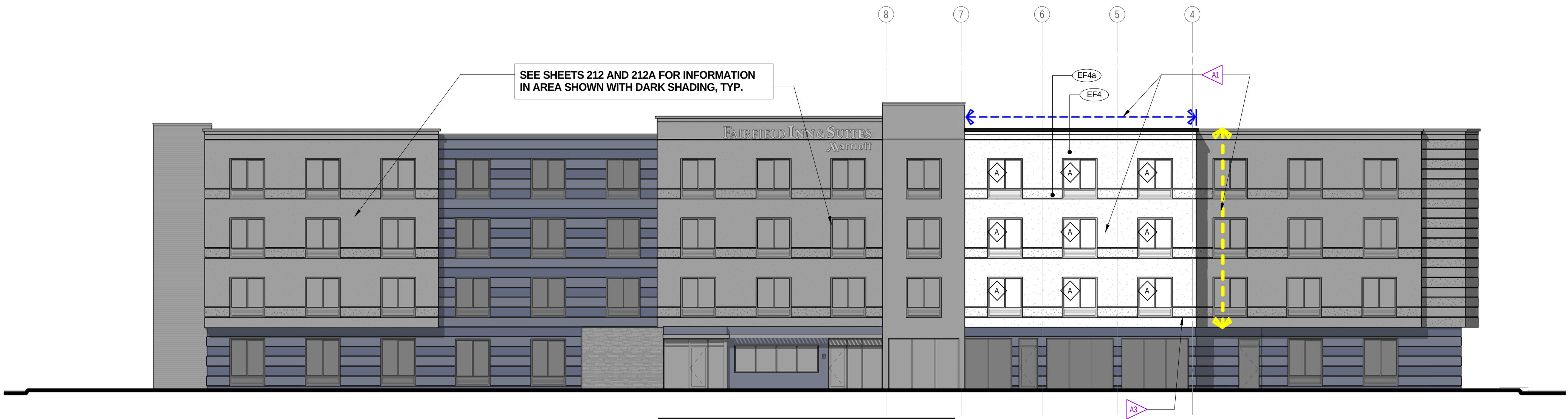


3 SIDE ELEVATION - W/ OPTIONAL EXTENDED GUESTROOM TOWER AT INDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 201A-opt



PLEASE NOTE: AREA DEFINED BY BLUE AND YELLOW ARROWS INDICATES WHERE OPTIONAL ELEMENTS OCCUR. REMAINDER OF BUILDING REMAINS AS INDICATED ON SHEETS 212 AND 212A.

2 3D VIEW - OPT GUESTROOM TOWER AT INDOOR POOL CONDITION
NO SCALE



PLEASE NOTE: AREA DEFINED BY BLUE AND YELLOW ARROWS INDICATES WHERE OPTIONAL ELEMENTS OCCUR. REMAINDER OF BUILDING REMAINS AS INDICATED ON SHEETS 212 AND 212A.

1 REAR ELEVATION - W/ OPTIONAL EXTENDED GUESTROOM TOWER AT INDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 201A-opt

EXTERIOR FINISH KEY

- | | |
|------|---|
| EF1 | PEARLESCENT ACCENT EIFS FINISH |
| EF2 | DARK EIFS FINISH COLOR |
| EF2a | ACCENT EIFS COLOR |
| EF2b | DARK EIFS FINISH COLOR - TEXTURED |
| EF3 | STAIR TOWER EIFS COLOR |
| EF4 | MAIN BUILDING EIFS COLOR |
| EF4a | ACCENT EIFS COLOR |
| ST1 | CULTURED STONE |
| ST2 | CORING |
| SP1 | EXTERIOR ACCENT FINISH AT RAINSCREEN
- SOLID PHENOLIC BOARD SIDING
- CEMENT BOARD SIDING (OPTION) |
| PT1 | PAINT COLOR - ALUM. ROOF SHADE
CANOPY & OTHER METAL CORNINGS,
FASCIAS, ETC. |

Fairfield
INN & SUITES®
Marriott.

Design Guideline Drawings
ISSUE DATE: 06-08-15
REVISION DATE:
GENERATION: 4
DECOR: PERSPECTIVES
EXTERIOR
ELEVATIONS OPT
GUESTROOM TOWER
AT INDOOR POOL

212A-opt

NOT FOR CONSTRUCTION

FILE NAME: 06-G4-212A-opt-F-Ext Elev-GR Tower-Indoor Pool

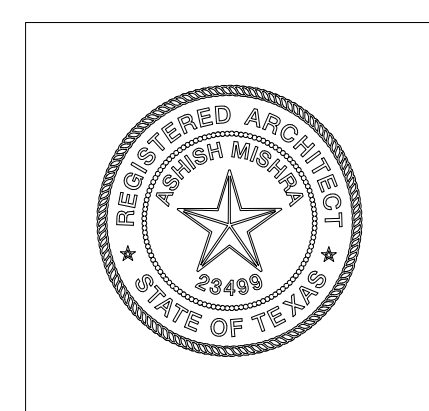


STRUCTURAL:
Whisonant Engineering Services, LLC
122 Nut Tree Court
Lexington, SC 29074
Phone: (803) 957-4008
Email: bill@weslex.com

MEP:
Allied Consulting Engineers
2905-D Queen City Drive
Charlotte, NC 28208
Phone: (704) 399-3943
Email: dbelk@allied-engineers.com

[illegible]

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KEY PLAN

Manish Amin

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

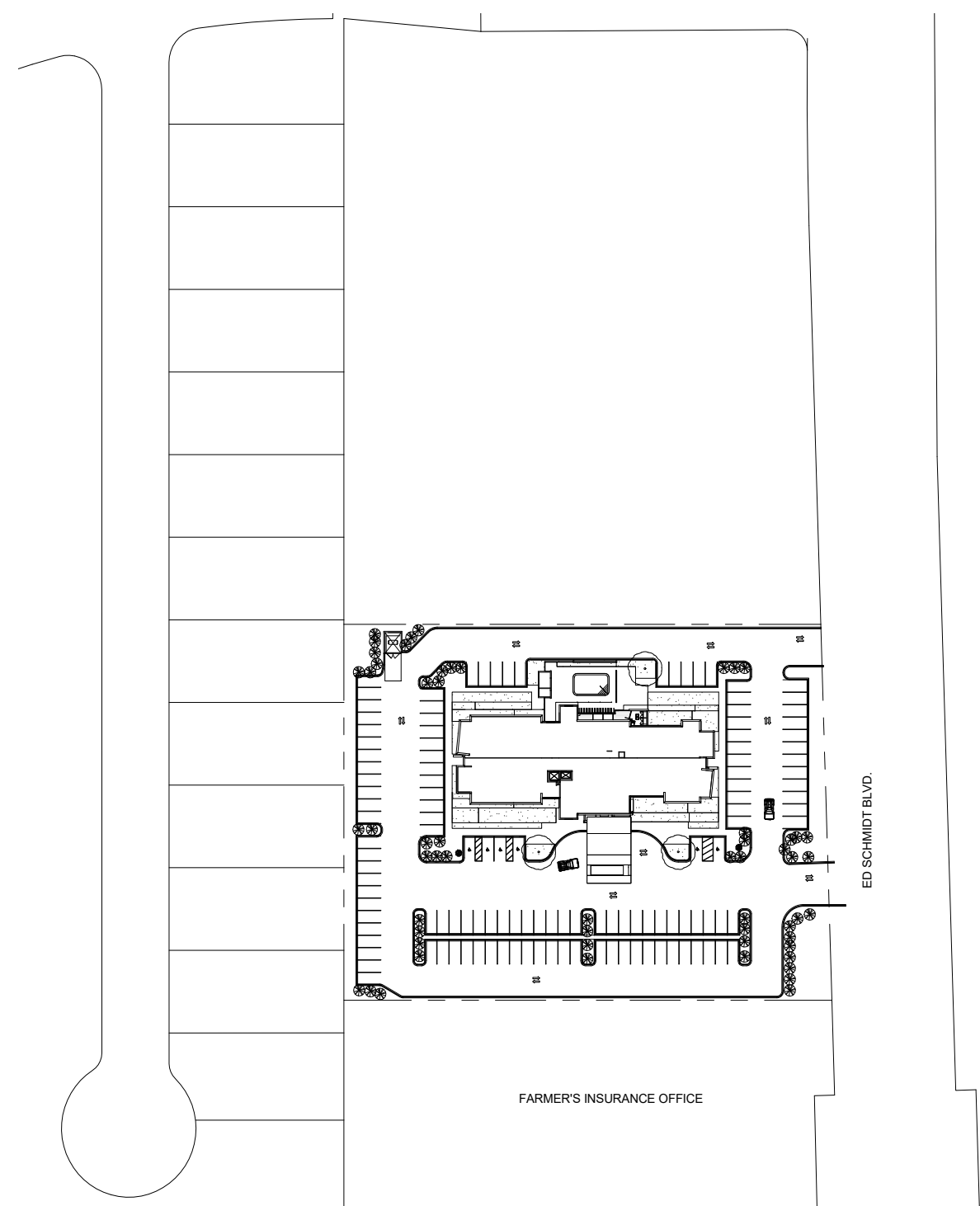
Drawing Title
Site PlanPhase
Schematics

Project No.	19-XXX
Prepared by	Author
Checked by	Checker
Date	May 28, 2019

Sheet No.

A001

Released for
Review



② Site Overall
1" = 100'-0"

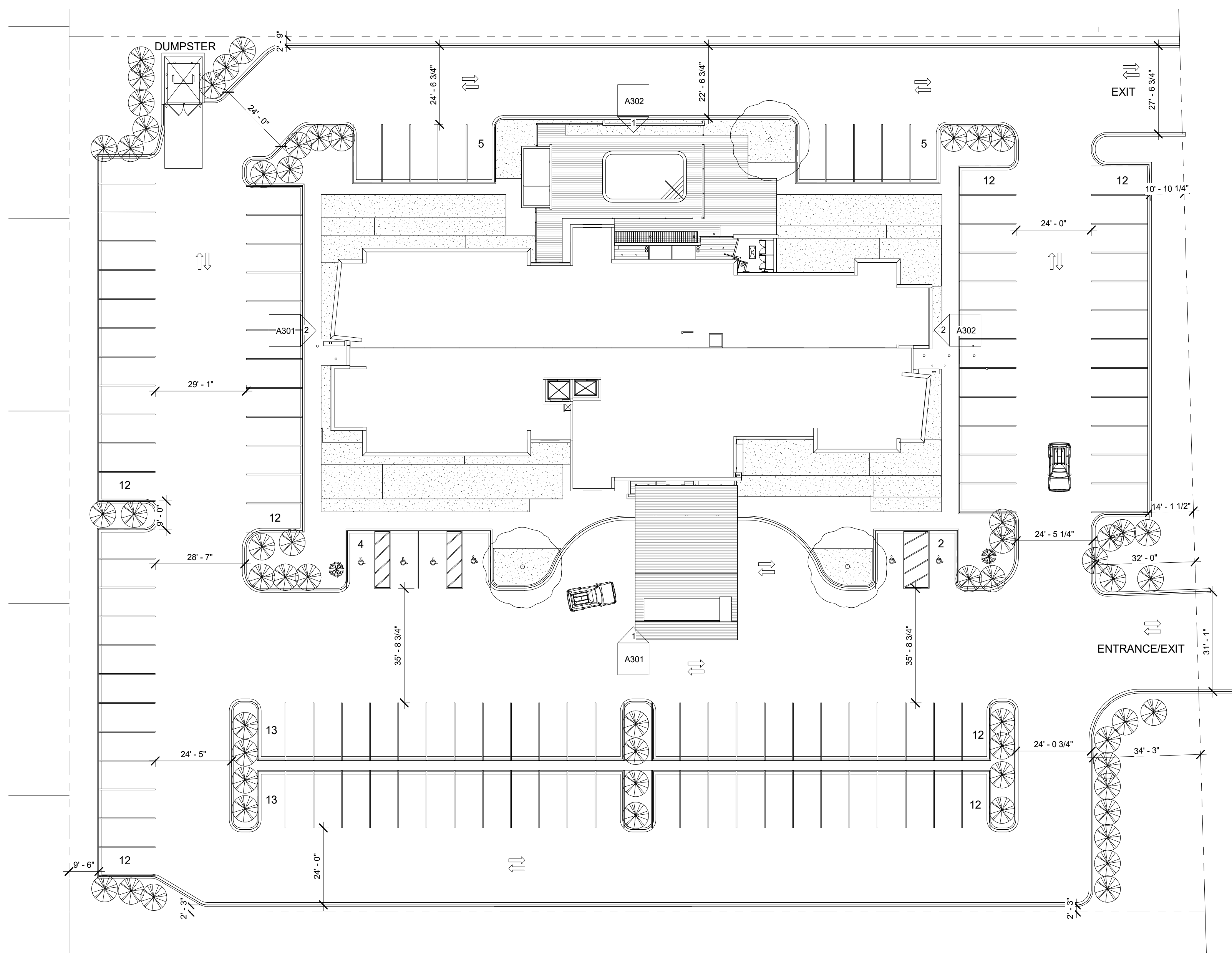
ROOM LEGEND										
GUESTROOM TYPE FLOOR	KING	QUEEN QUEEN	KING SUITE	QUEEN QUEEN SUITE	ACCESSIBLE KING ROLLIN SHOWER	ACCESSIBLE KING	ACCESSIBLE QUEEN QUEEN	ACCESSIBLE KING SUITE	ACCESSIBLE QUEEN QUEEN SUITE	TOTAL
FIRST FLOOR	8	2	0	0	1	0	0	0	0	11
SECOND FLOOR	8	8	6	0	0	1	1	1	0	25
THIRD FLOOR	8	9	7	0	0	0	0	0	1	25
FOURTH FLOOR	8	9	7	1	0	0	0	0	0	25
TOTAL	32	28	20	1	1	1	1	1	1	86
RATIO %	37	33	23	1	1	1	1	1	1	100

ACCESSIBLE ROLLIN KING: 1
ACCESSIBLE ROOMS: 4
TOTAL NUMBER OF ACCESSIBLE ROOMS: 5
TOTAL HEARING IMPAIRED ROOMS: 9

<u>FLOOR</u>	<u>AREA (SQUARE FEET)</u>
First Floor:	11,474
Second Floor:	11,694
Third Floor:	11,694
Fourth Floor:	11,694

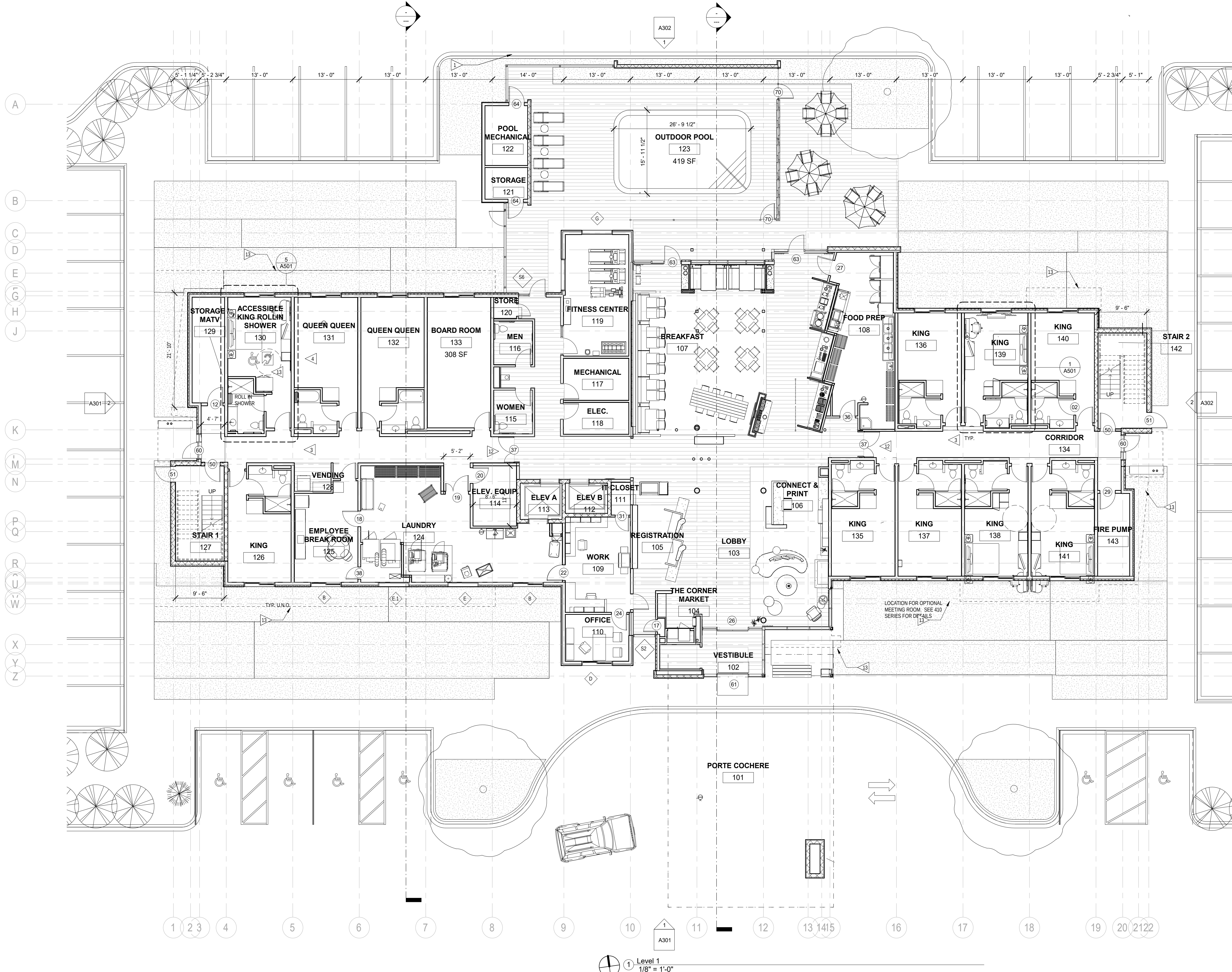
GRAND TOTAL: 46,566

TOTAL NUMBER OF ROOMS: 86
TOTAL PARKING: 126 (INCLUDING 6 HANDICAP ACCESSIBLE)
TOTAL NUMBER OF FLOORS: FOUR
OCCUPANCY CLASSIFICATION: R1
TYPE OF CONSTRUCTION: V-A; WOOD FRAMED WITH FLOOR
JOISTS AND GYPCRETE (FULLY SPRINKLERED)
TOTAL SITE AREA IN ACRES: 2.24



1 Site
1" = 20'-0"

5/28/2019 4:54:28 PM



MISHRA
ARCHITECTURE PLLC
6800 S Creek Rd, Charlotte, NC 28277
Ph: (704) 625-6554 Fax: (704) 919-6822
EMAIL: ashish@mishraarch.com
WEB: www.mishraarch.com

CIVIL:
TBD

STRUCTURAL:
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122 Nut Tree Court
Lexington, SC 29074
Phone: (803) 957-4008
Email: tw@weslex.com

MEP:
Allied Consulting Engineers
2905-D Queen City Drive
Charlotte, NC 28208
Phone: (704) 399-3943
Email: cbelk@allied-engineers.com

REVISIONS		
No.	Date	Description

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KEY PLAN

Manish Amin

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title
First Floor Plan

Phase
Schematics

Project No. 19-XXX
Prepared by Author
Checked by Checker
Date May 28, 2019

Sheet No.
A101

Released for
Review

Fairfield Inn and Suites



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Ph: (704) 625-6554 Fax: (704) 919-5822
EMAIL: ashish@mishraarch.com
WEB: www.mishraarch.com

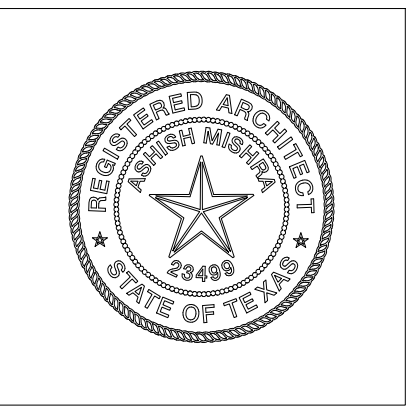
CIVIL:
TBD

STRUCTURAL:
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MEP:
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Email: cbelk@allied-engineers.com

REVISIONS		
No.	Date	Description

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KEY PLAN

Manish Amin

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title
Second Floor Plan

Phase
Schematics

Project No. 19-XXX
Prepared by Author
Checked by Checker
Date May 28, 2019

Sheet No.
A102

Released for
Review

Fairfield Inn and Suites

CIVIL:
TBD

STRUCTURAL:
Winsonant Engineering Services, LLC
122 Nut Tree Court
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Phone: (803) 957-4008
Email: bil@weslex.com

MEP:
Allied Consulting Engineers
2905-D Queen City Drive
Charlotte, NC 28208
Phone: (704) 399-3943
Email: cbelk@allied-engineers.com

REVISIONS		
No.	Date	Description

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KEY PLAN

Manish Amin

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title
Third Floor Plan

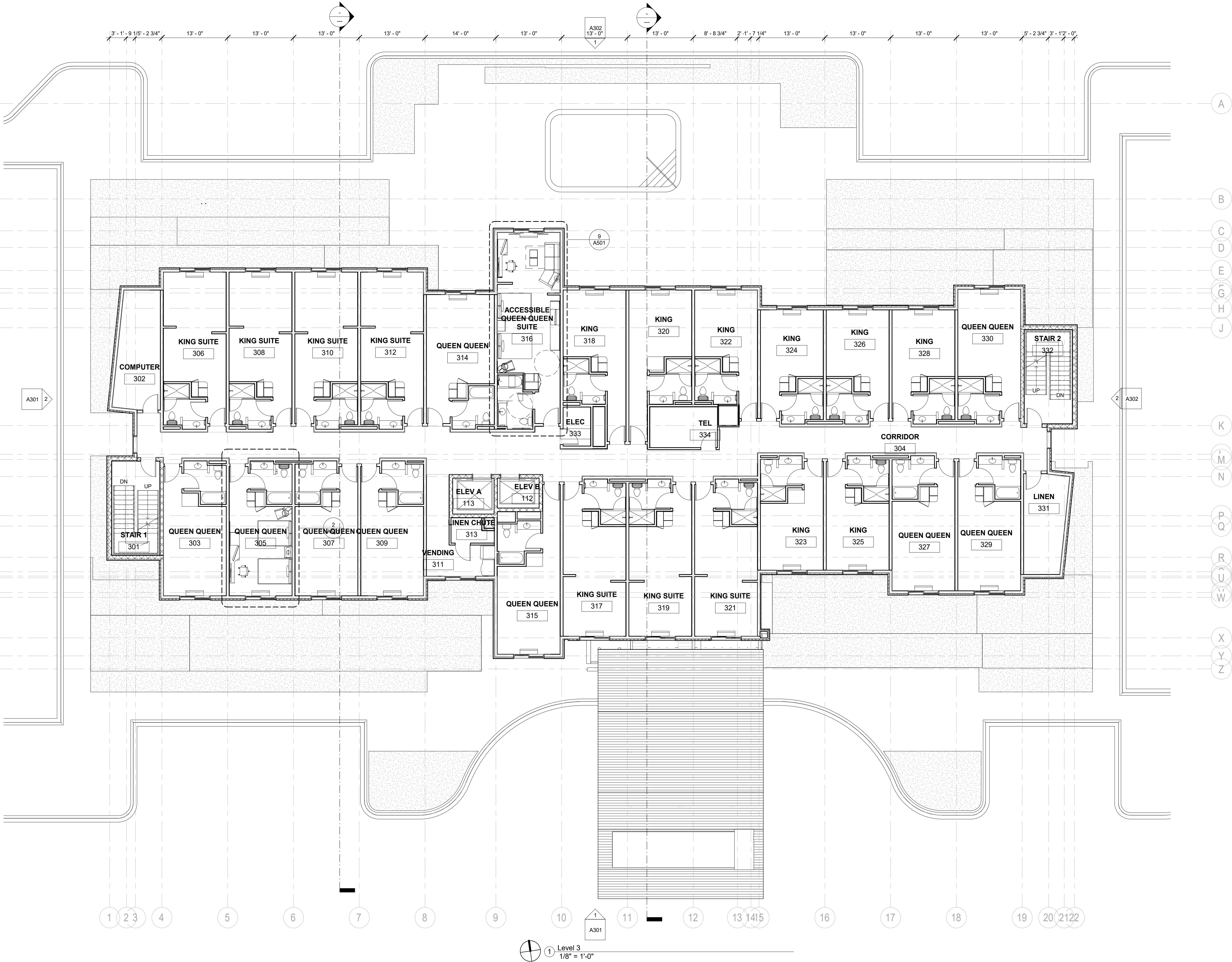
Phase
Schematics

Project No. 19-XXX
Prepared by Author
Checked by Checker
Date May 28, 2019

Sheet No.
A103

Released for
Review

Fairfield Inn and Suites



5/28/2019 4:55:11 PM

1 Level 3
1/8" = 1'-0"



CIVIL:
TBD

MEP:
Allied Consulting Engineers
2905-D Queen City Drive
Charlotte, NC 28208
Phone: (704) 399-3943
Email: dbelk@allied-engineers.com

[illegible]

KEY PLAN

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title

Fourth Floor Plan

Phase Schematics

Project No.	19-XXX
Prepared by	Author
Checked by	Checker
Date	May 28, 2019

Sheet No.

A104

Released for
Review

Fairfield Inn and Suites



5/28/2019 4:55:15 PM

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR 4.30 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS 411, 421, 431, 441 ED SCHMIDT BOULEVARD PLANNED UNIT DEVELOPMENT (PUD) BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the property described in **Exhibit "A"** being hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 7th day of January, 2020, and;

WHEREAS, on the 16th day of January, 2020, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

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

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

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

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in **Exhibit "A"**, attached hereto and incorporated herein shall be, and is hereafter changed from B-1 (Local Business) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the 411, 421, 431, 441 Ed Schmidt Boulevard Planned Unit Development (PUD), this includes the Development Plan described in **Exhibit "B"** attached hereto and incorporated herein.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **16th** day of **January, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **6th** day of **February, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

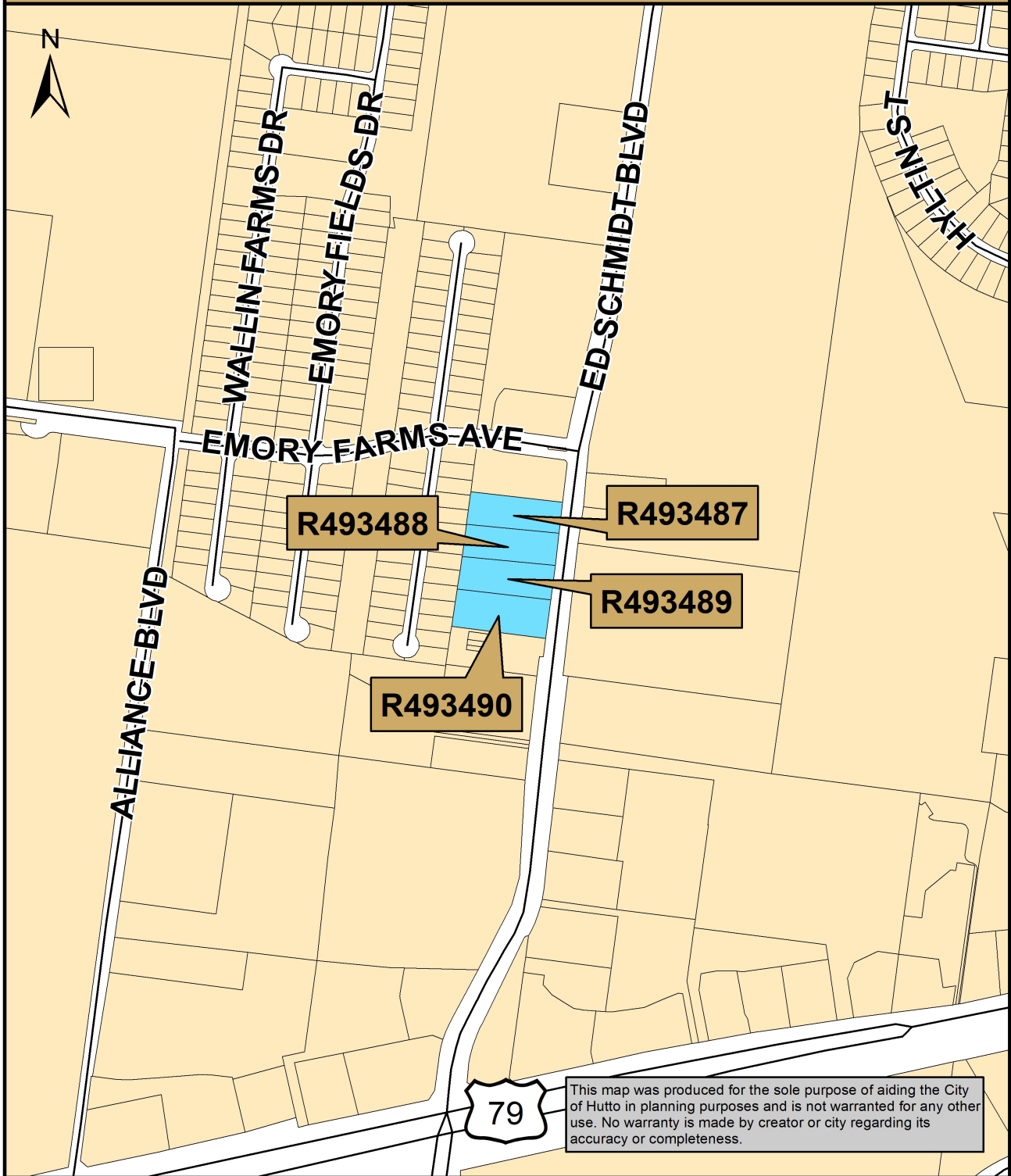
THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Lacie Hale, City Secretary

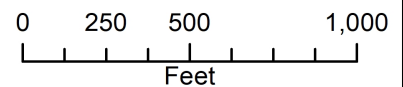
411, 421, 431, 441 Ed Schmidt Boulevard (4.30 Acres)



Map Document: (K:\SITE LOCATION MAPS\2019 Site Location

Maps\Emory_Farms\411_421_431_441_Ed_Schmidt_Boulevard.mxd)

12/12/2019 -- 1:41:45 PM

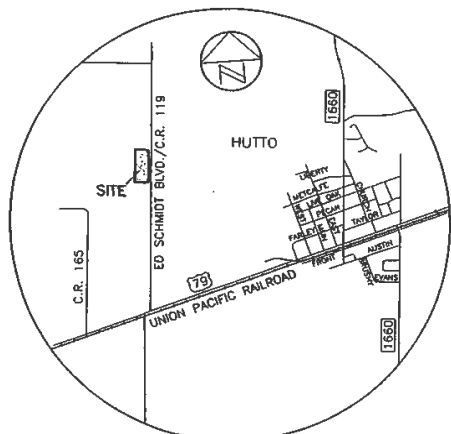


CABINET DD

SLIDE 336

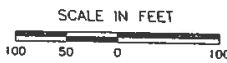
Doc. # 2007082402

EMORY FARMS
COMMERCIAL



LOCATION MAP
N.T.S.

SCALE: 1"=100'



LEGEND

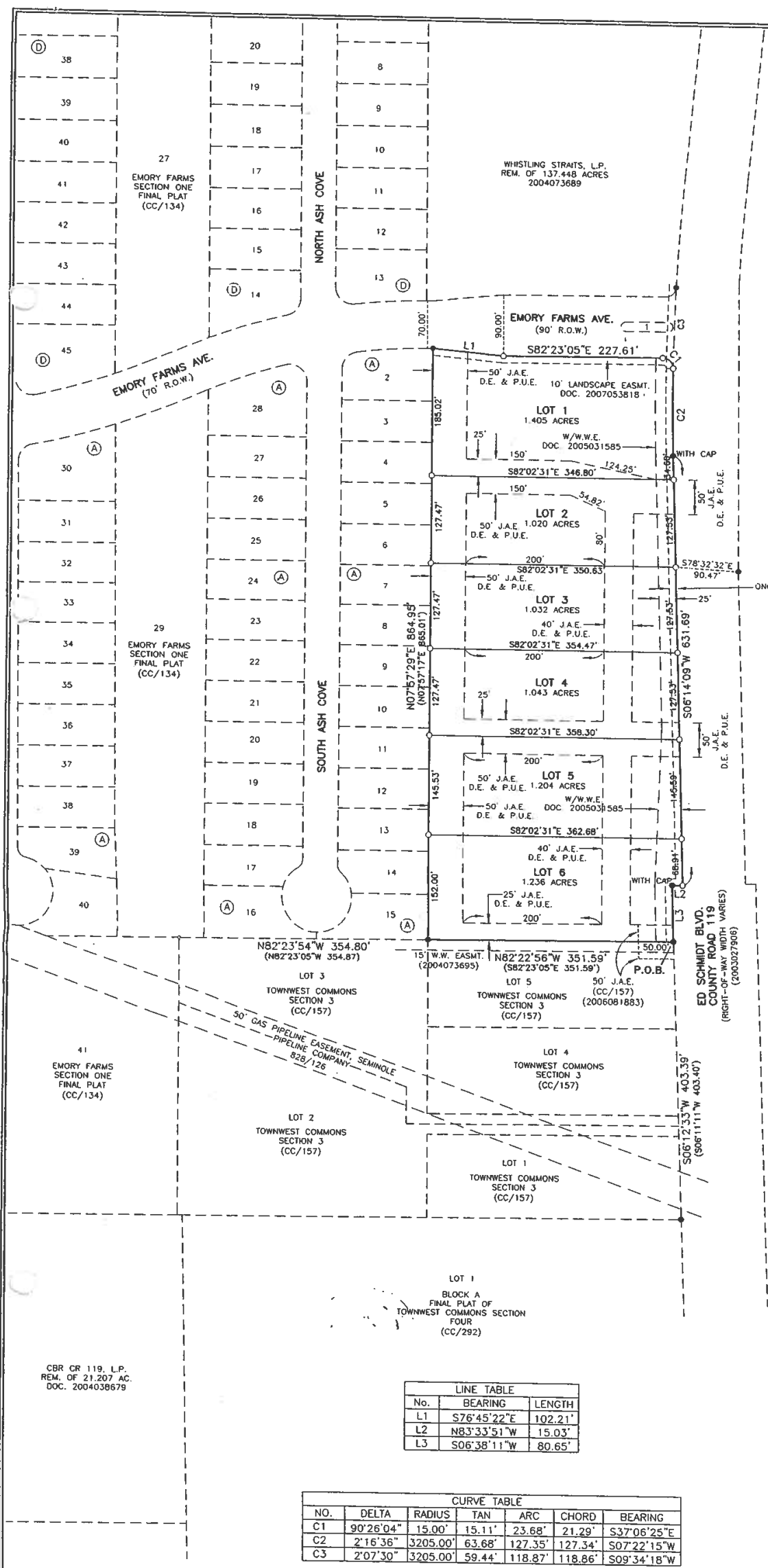
- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET
- CALCULATED POINT
- W/W.W.E. WATER & WASTEWATER EASMT.
- J.A.E. JOINT ACCESS EASMT.
- D.E. DRAINAGE EASMT.
- P.U.E. PUBLIC UTILITY EASMT.

RECEIVED BY
CITY OF HUTTO
SEP 27 2007

COMMUNITY DEVELOPMENT
DEPARTMENT

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO.:
420-001
DRAWING NO.:
420-001-PL4
PLOT DATE:
09/04/07
PLOT SCALE:
1"=100'
DRAWN BY:
COD
SHEET
01 OF 02



LINE TABLE		
No.	BEARING	LENGTH
L1	S76°45'22"E	102.21'
L2	N83°33'51"W	15.03'
L3	S06°38'11"W	80.65'

CURVE TABLE					
NO.	DELTA	RADIUS	TAN	ARC	CHORD
C1	90°26'04"	15.00'	15.11'	23.68'	21.29'
C2	2°16'36"	3205.00'	63.68'	127.35'	127.34'
C3	2°07'30"	3205.00'	59.44'	118.87'	118.86'

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT CBR CR 119, L.P., ACTING HEREIN BY AND THROUGH ROBERT M. CASTLE, MANAGING PARTNER, BEING THE OWNER OF A PORTION OF 7.005 ACRES IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED, DATED SEPTEMBER 20, 2004, OF RECORD IN DOCUMENT NO. 200407369B OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 6.940 ACRES OUT OF SAID TRACT, IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE ACTS, HERETOFORE TO BE CALLED "EMORY FARMS COMMERCIAL" AND DO HEREBY DEDICATE TO THE PUBLIC ALL STREETS AND EASEMENTS SHOWN HEREON UNLESS OTHERWISE INDICATED, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

Robert M. Castle
ROBERT M. CASTLE, MANAGING PARTNER
CBR CR 119, L.P.
519 TRADESMEN'S PARK DRIVE
HUTTO, TX. 78634
512-759-3763

09/05/07
DATE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT M. CASTLE, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

Louisa J. Kelley NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
SIGNATURE AND DATE

Louisa J. Kelley PRINTED NAME OF NOTARY AND NOTARY STAMP

3/1/11 DATE NOTARY COMMISSION EXPIRES



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, CLARK O. DANIEL, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF AN ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER 2003, THAT ALL CORNER MONUMENTS WERE RECOVERED OR SET IN THE FOREGOING IMMEDIATELY IN COMPLIANCE WITH THE SUBDIVISION ORDINANCES OF THE CITY OF HUTTO, TEXAS.

Clark O. Daniel, Jr.
CLARK O. DANIEL, JR. R.P.L.S. NO. 5861

9-04-2007
DATE



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, BARRY CAMPBELL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

NO PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN SHOWN ON FEMA MAP 48491C0244C, EFFECTIVE DATE SEPTEMBER 27, 1991, AS SHOWN HEREON.

Barry Campbell, P.E.
BARRY CAMPBELL, P.E.
TEXAS REGISTRATION NO. 34247
7113 BURNET ROAD, SUITE 212
AUSTIN, TEXAS, 78757
512-452-4008

9/5/07
DATE



PLAT NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
2. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
3. THE BASIS OF BEARING OF THE SURVEY IS GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.
4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO USES OTHER THAN SINGLE FAMILY RESIDENTIAL.
5. EACH LOT IN THIS SUBDIVISION SHALL PROVIDE FOR ON-SITE STORMWATER DETENTION.
6. DEVELOPMENT OF THIS SUBDIVISION SHALL COMPLY WITH APPLICABLE ZONING ORDINANCES OF THE CITY OF HUTTO, INCLUDING:
 - A. REQUIRED PROPERTY LINE SETBACKS.
 - B. BUILDING COVERAGE AND/OR IMPERVIOUS COVER LIMITATIONS
7. DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION SHALL CONFORM TO CITY OF HUTTO LANDSCAPE ORDINANCE REQUIREMENTS.
8. WATER AND WASTEWATER UTILITIES FOR THIS SITE SHALL BE PROVIDED BY THE CITY OF HUTTO.
9. ACCESS TO ED SCHMIDT BLVD. (CR119) AND EMORY FARMS AVE IS RESTRICTED TO LOCATIONS SHOWN. RECIPROCAL ACCESS AGREEMENT DOCUMENT IS RECORDED IN 2007082403, WILLIAMSON COUNTY, TEXAS.

APPROVAL
CITY OF HUTTO

PASSED AND APPROVED BY THE HUTTO CITY COUNCIL ON THE 2ND DAY OF July, 2007 A.D., AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Kenneth L. Love
MAYOR KENNETH L. LOVE

9/5/2007
DATE

Debbie Chalf
CITY SECRETARY DEBBIE CHALF

9-8-07
DATE

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26TH DAY OF SEPTEMBER, 2007 A.D., AT 1:45 O'CLOCK P.M., AND DULY RECORDED THIS THE 26TH DAY OF SEPTEMBER, 2007 A.D., AT 1:52 O'CLOCK, P.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET DD, SLIDES 336 AND 337

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS

BY: William Wehling DEPUTY

EMORY FARMS
COMMERCIAL

METES AND BOUNDS DESCRIPTION

6.940 ACRES
NATHANIEL EDWARDS SURVEY

A DESCRIPTION OF 6.940 ACRES (302301 S.F.) OF LAND IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 7.005 ACRE TRACT OF LAND DESCRIBED TO CBR CR 119, L.P., BY SPECIAL WARRANTY DEED EXECUTED SEPTEMBER 15, 2004 AND RECORDED SEPTEMBER 20, 2004 IN DOCUMENT NO. 200407369B OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 6.940 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with found in the west right-of-way line of Ed Schmidt Boulevard (C.R. 119, right-of-way width varies) for the southeast corner of said 7.005 acre tract and the northeast corner of Lot 5, Block A, Final Plat of Townwest Commons Section 3, a subdivision of record in Cabinet CC, Slide 157 of the Plat Records of Williamson County, Texas;

THENCE North 82°22'56" West, with the south line of the 7.005 acre tract and the north line of said Lot 5, a distance of 351.59 feet to a 1/2" rebar found for the southwest corner of the 7.005 acre tract, the northwest corner of Lot 5 and the southeast corner of Lot 15, Block A, Emory Farms Section One, a subdivision of record in Cabinet CC, Slide 134 of the Plat Records of Williamson County, Texas;

THENCE North 07°57'29" East, with the west line of the 7.005 acre tract and the east line of said Block A, Emory Farms Section One, a distance of 864.95 feet to a 1/2" rebar found in the south right-of-way line of Emory Farms Avenue (right-of-way width varies), for the northwest corner of the 7.005 acre tract and the northeast corner of Lot 2, Block A, Emory Farms Section One;

THENCE over and across the 7.005 acre tract with the south right-of-way line of said Emory Farms Avenue, the following three (3) courses:

1. South 76°45'22" East, a distance of 102.21 feet to a 1/2" rebar with cap set;
2. South 82°23'05" East, a distance of 227.61 feet to a 1/2" rebar with cap set for a point of curvature;
3. Along a curve to the right having a radius of 15.00 feet, an arc length of 23.68 feet and chord which bears South 37°08'25" East, a distance of 21.29 feet to a 1/2" rebar with cap set for a point of curvature in the west right-of-way line of said Ed Schmidt Boulevard (C.R. 119) and the east line of the 7.005 acre tract;

THENCE with the west right-of-way line of Ed Schmidt Boulevard and the east line of the 7.005 acre tract, the following four (4) courses:

4. Along a curve to the left having a radius of 3205.00 feet, an arc length of 127.35 feet and chord which bears South 07°22'15" West, a distance of 127.34 feet to a 1/2" rebar with cap found;
5. South 06°14'09" West, a distance of 631.69 feet to a 1/2" rebar with cap set;
6. North 83°33'51" West, a distance of 15.03 feet to a 1/2" rebar with cap found;
7. South 06°38'11" West, a distance of 80.65 feet to the POINT OF BEGINNING, containing 6.940 acres of land, more or less.

RECEIVED BY
CITY OF HUTTO
SEP 27 2007
COMMUNITY DEVELOPMENT
DEPARTMENT

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO.:
420-001
DRAWING NO.:
420-001-PL4
PLOT DATE:
09/04/07
PLOT SCALE:
1"=100'
DRAWN BY:
COD

SHEET
02 OF 02

CABINET DD

SLIDE 337

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration of a public hearing and possible action on the first reading of an ordinance regarding the proposed annexation of Wilco Ranch, 89.71 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on Ed Schmidt Blvd. (Ashley Lumpkin)
Meeting: Regular City Council - 06 Feb 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

This is a voluntary annexation request by the current property owners to annex an approximate 89.71 acres at the northwest corner of Limmer Loop and Ed Schmidt Blvd. and establish base zoning of SF-1, Single-family Residential.

Staff has not received any objections to the application at this time.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

None.

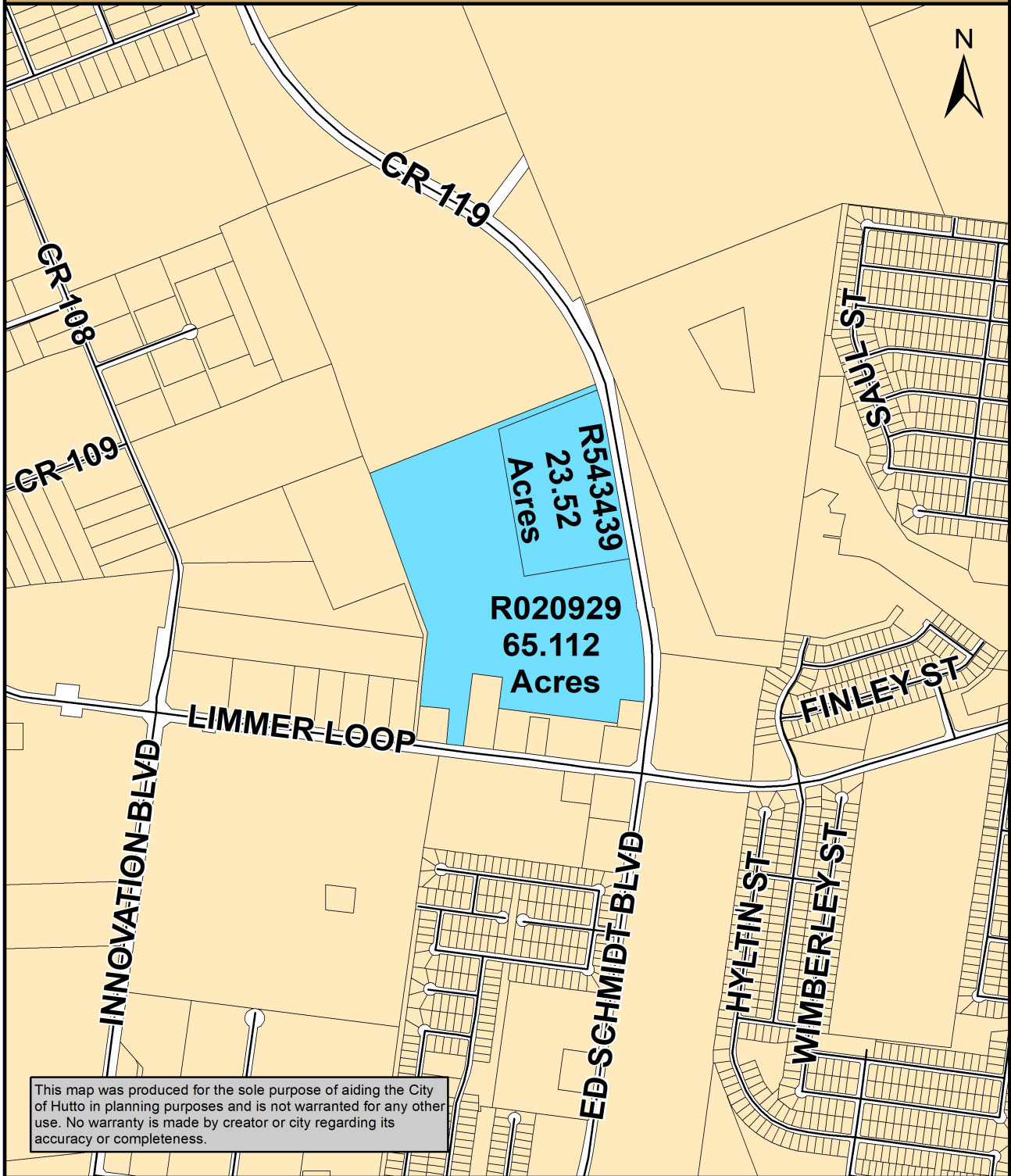
RECOMMENDATION:

Staff recommends City Council approve the first reading of the ordinance and dispense with the second reading.

ATTACHMENTS:

[WilcoRanchPrelim\(SiteMap\)](#)
[WilcoRanch\(23.517ac\)-Survey](#)
[WilcoRanch\(66.192ac\)-Survey](#)
[\(Ord\)WilcoRanch-89.71ac\(Ord\)2Complete](#)
[WilcoRanch\(89.71ac\)Annex-PHNotice\(News\)2-6-20](#)

Wilco Ranch



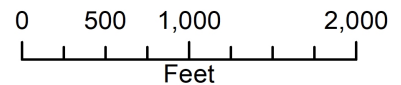
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

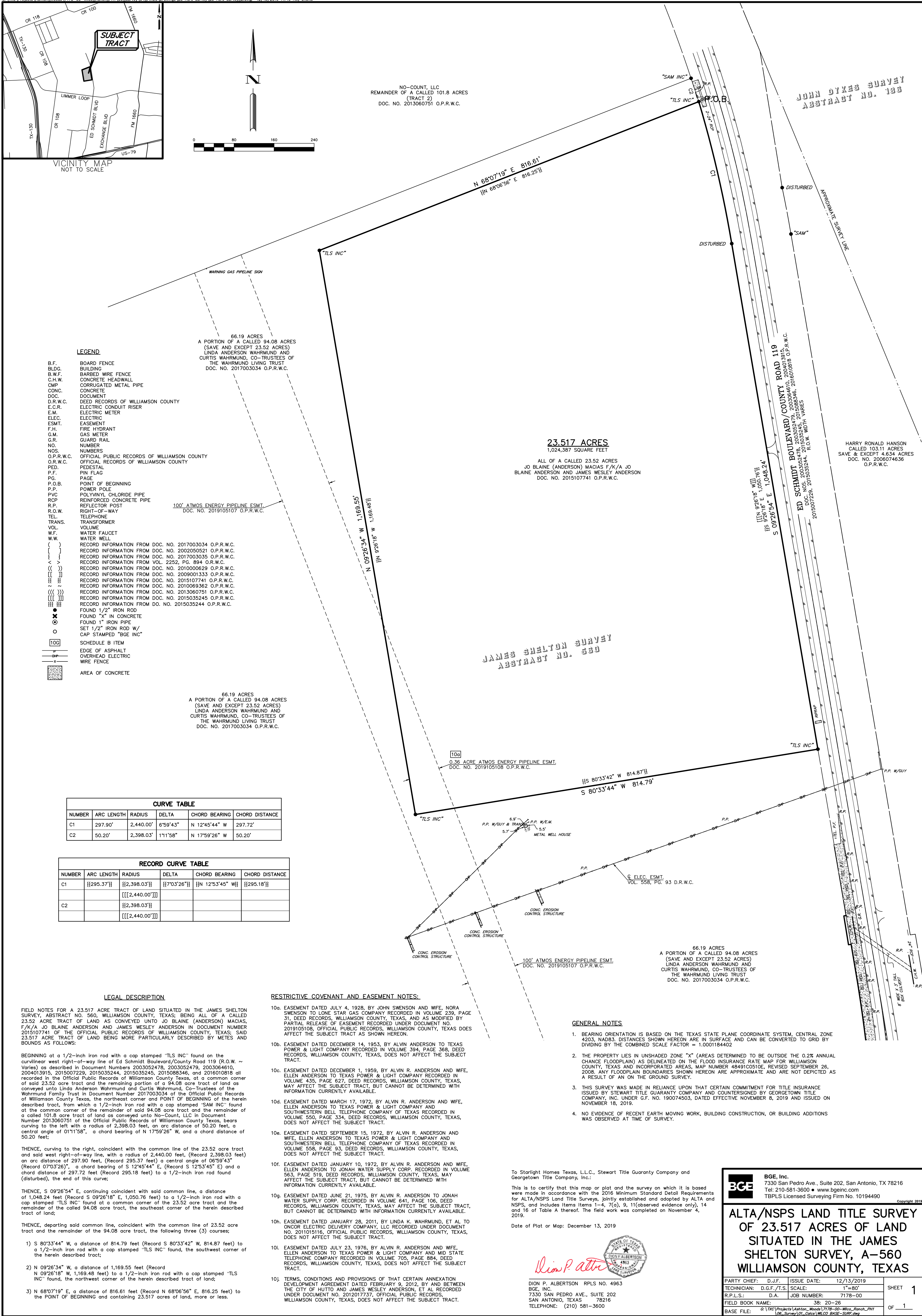
Map Document: (K:\SITE LOCATION MAPS\2019 Site

Location Maps\Limmer_Loop\Wilco_Ranch.mxd)

12/17/2019 -- 1:35:59 PM

Page 2 of 27





LEGAL DESCRIPTION

FIELD NOTES FOR A 23.517 ACRE TRACT OF LAND SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 23.52 ACRE TRACT OF LAND AS CONVEYED UNTO JO BLAINE (ANDERSON) MACIAS, F/K/A JO BLAINE ANDERSON AND JAMES WESLEY ANDERSON IN DOCUMENT NUMBER 2015107741 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 23.517 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "TLS INC" found on the curvilinear west right-of-way line of Ed Schmidt Boulevard/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003052478, 2003052479, 2003064610, 2004013915, 2015007229, 2015035244, 2015035245, 2015088346, and 2016010818 all recorded in the Official Public Records of Williamson County Texas, at a common corner of said 23.52 acre tract and the remaining portion of a 94.08 acre tract of land as conveyed unto Linda Anderson Wahrmund and Curtis Wahrmund, Co-Trustees of the Wahrmund Family Trust in Document Number 2017003034 of the Official Public Records of Williamson County Texas, the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "SAM INC" found at the common corner of the remainder of said 94.08 acre tract and the remainder of a called 101.8 acre tract of land as conveyed unto No-Count, LLC in Document Number 2013060751 of the Official Public Records of Williamson County Texas, bears curving to the left with a radius of 2,398.03 feet, an arc distance of 50.20 feet, a central angle of 01°11'58", a chord bearing of N 17°59'26" W, and a chord distance of 50.20 feet;

THENCE, curving to the right, coincident with the common line of the 23.52 acre tract and said west right-of-way line, with a radius of 2,440.00 feet, (Record 2,398.03 feet) an arc distance of 297.90 feet, (Record 295.37 feet) a central angle of 06°59'43" (Record 07°03'26)", a chord bearing of S 12°45'44" E, (Record S 12°53'45" E) and a chord distance of 297.72 feet (Record 295.18 feet) to a 1/2-inch iron rod found (disturbed), the end of this curve;

THENCE, S 09°26'54" E, continuing coincident with said common line, a distance of 1,048.24 feet (Record S 09°26'18" E, 1,050.76 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at a common corner of the 23.52 acre tract and the remainder of the called 94.08 acre tract, the southeast corner of the herein described tract of land;

THENCE, departing said common line, coincident with the common line of 23.52 acre tract and the remainder of the 94.08 acre tract, the following three (3) courses;

- 1) S 80°33'44" W, a distance of 814.79 feet (Record S 80°33'42" W, 814.87 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found, the southwest corner of the herein described tract;
- 2) N 09°26'34" W, a distance of 1,169.55 feet (Record N 09°26'18" W, 1,169.48 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found, the northwest corner of the herein described tract of land;
- 3) N 68°07'19" E, a distance of 816.61 feet (Record N 68°06'56" E, 816.25 feet) to the **POINT OF BEGINNING** and containing 23.517 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.



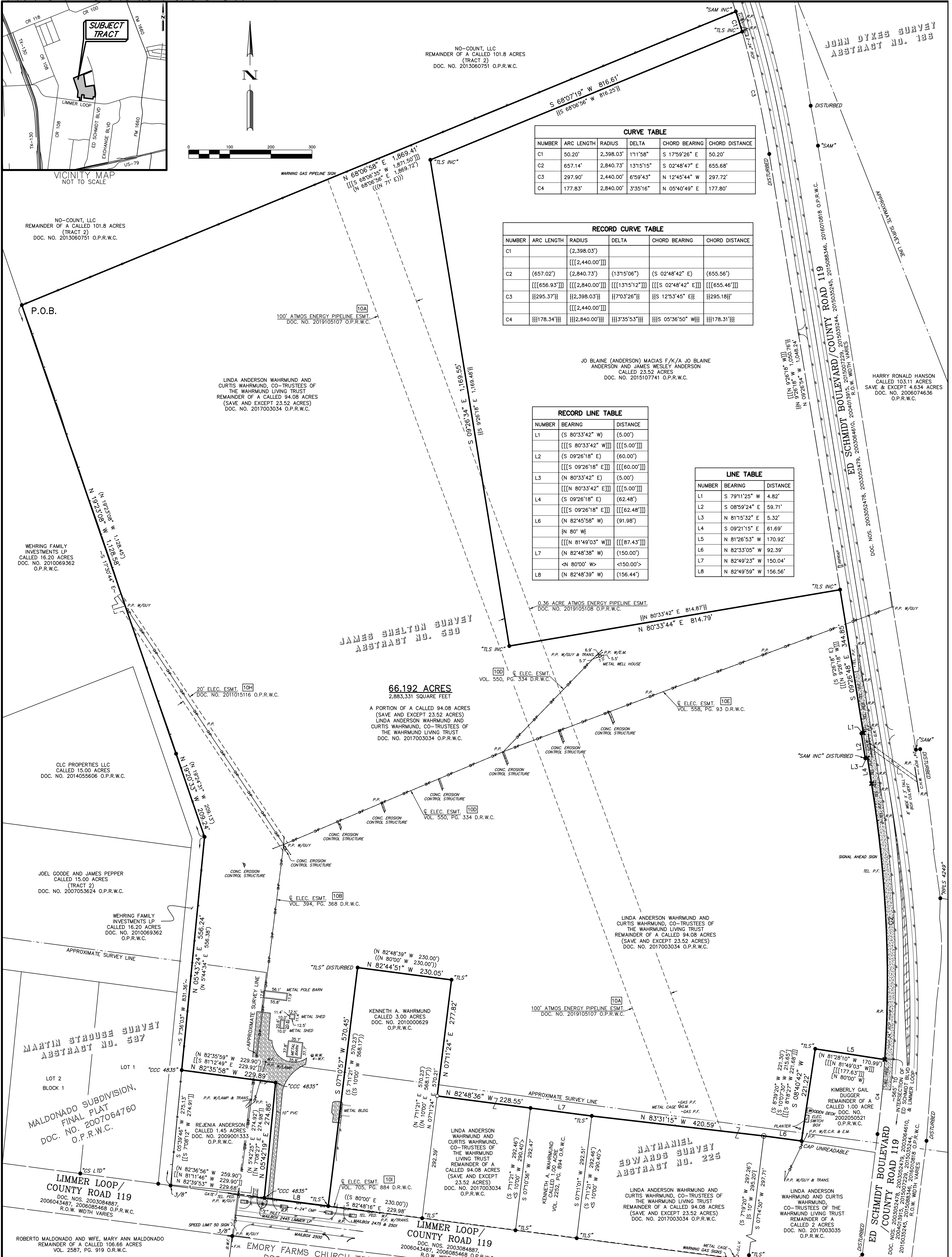
Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

12/13/19

Date



Client: Ashton Woods
Date: December 13, 2019
Job No: 7178-00



GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.000184402.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 4849100510E, REVISED SEPTEMBER 26, 2008. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY AND COUNTERSIGNED BY GEORGETOWN TITLE COMPANY, INC. UNDER G.F. NO. 19075008, DATED EFFECTIVE OCTOBER 26, 2019 AND ISSUED ON NOVEMBER 04, 2019.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT TIME OF SURVEY.

To Starlight Homes Texas, L.L.C., Stewart Title Guaranty Company and Georgetown Title Company, Inc.:

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(c), 9, 11 (observed evidence only), 14 and 16 of Table A thereof. The field work was completed on November 4, 2019.

Date of Plot or Map: November 5, 2019

Don P. Albertson
DON P. ALBERTSON RPLS NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3600



BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10194490

**ALTA/NSPS LAND TITLE SURVEY OF
66.192 ACRES OF LAND SITUATED IN
THE MARTIN STROUSE SURVEY, A-587,
THE JAMES SHELTON SURVEY, A-560 &
THE NATHANIEL EDWARDS SURVEY, A-225
WILLIAMSON COUNTY, TEXAS**

PARTY CHIEF:	D.J.F.	ISSUE DATE:	11/05/2019
TECHNICIAN:	D.G.F.	SCALE:	1"=100'
R.P.L.S.:	D.A.	JOB NUMBER:	7178-00
FIELD BOOK NAME:	38: 20-26		
BASE FILE:	6:1762\Projects\MapInfo\1718-00-Waco_Ranch_Plan\04_Finals\Drawings\Waco_Ranch_ALTA.dwg, 11/05/2019 10:42 AM, gsbarton		

SHEET
1

OF
2

LEGAL DESCRIPTION

FIELD NOTES FOR A 66.192 ACRE TRACT OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, AND THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS; BEING A REMAINDER OF A CALLED 94.08 ACRE TRACT OF LAND AS CONVEYED UNTO LINDA ANDERSON WAHRMUND AND CURTIS WAHRMUND, CO-TRUSTEES OF THE WAHRMUND LIVING TRUST IN DOCUMENT NUMBER 2017003034 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 66.192 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 16.20 acre tract of land as conveyed unto Wehring Family Investments, LP in Document Number 2010069362 of the Official Public Records of Williamson County Texas, at the southwest corner of the remainder of a called 101.8 acre tract of land as conveyed unto No-Count, LLC in Document Number 2013060751 of the Official Public Records of Williamson County, Texas, the northwest corner of the remainder of said 94.08 acre tract and POINT OF BEGINNING and northwest corner of the herein described tract of land;

THENCE, N 68°06'58" E, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 101.8 acre tract, a distance of 1,869.41 feet (Record N 68°06'56" E, 1,869.72 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found on the curvilinear west right-of-way line of Ed Schmidt Boulevard/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003062478, 2003052479, 2003064610, 20104013915, 2015007229, 2015035244, 2015035245, 2015088346, and 2016010816 all recorded in the Official Public Records of Williamson County Texas, at the southeast corner of the remainder of the 101.8 acre tract, the beginning of a non-tangent curve and the northeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, curving to the right, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, with a radius of 2,398.03 feet, an arc distance of 50.20 feet, a central angle of 01°11'58", a chord bearing of S 17°59'28" E, and a chord distance of 50.20 feet to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northeast corner of a called 23.52 acre tract of land as conveyed unto Jo Blaine (Anderson) Macias F/K/A Jo Blaine Anderson and James Wesley Anderson in Document Number 2015107741 of the Official Public Records of Williamson County Texas, the end of this curve and an easterly corner of the herein described tract of land;

THENCE, departing said west right-of-way line, coincident with the lines of said 23.52 acre tract, the following three (3) courses;

- 1) S 68°07'19" W, a distance of 816.61 feet (Record S 68°06'56" W, 816.25 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 2) S 09°26'34" E, a distance of 1,169.55 feet (Record S 09°26'18" E, 1,169.48 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the southwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 3) N 80°33'44" E, a distance of 814.79 feet (Record N 80°33'42" E, 814.87 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found on the aforementioned west right-of-way line of Ed Schmidt Boulevard/County Road 119, and the east line of the remainder of the 94.08 acre tract at the southeast corner of the 23.52 acre tract, and an easterly corner of the herein described tract of land;

THENCE, in a southerly direction, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, the following six (6) courses;

- 1) S 09°26'48" E, a distance of 344.85 feet (Record S 09°26'18" E) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) S 79°11'25" W, a distance of 4.82 feet (Record S 80°33'42" W, 5.00 feet) to a 1/2-inch iron rod found, at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 08°59'24" E, a distance of 59.71 feet (Record S 09°26'18" E, 60.00 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found (Disturbed), at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 4) N 81°15'32" E, a distance of 5.32 feet (Record N 80°33'42" E, 5.00 feet) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 5) S 09°21'15" E, a distance of 61.69 feet (Record S 09°26'18" E, 62.48 feet) to an "X" in concrete found, at the beginning of a non-tangent curve of the remainder of the 94.08 acre tract and the herein described tract of land;
- 6) Curving to the right, with a radius of 2,840.73 feet, an arc distance of 657.14 feet, (Record 657.02 feet) a central angle of 13°15'15", (Record bearing of S 02°48'47" E, and a chord distance of 655.68 feet (Record S 02°48'42" E, 655.56 feet) to an "X" in concrete found at the northeast corner of a remainder of a called 1.00 acre tract of land as conveyed unto Kimberly Gail Dugger in Document Number 2002050521 of the Official Public Records of Williamson County, Texas, the end of this curve, a southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 81°26'53" W, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said Dugger 1.00 acre tract, a distance of 170.92 feet (Record N 81°28'10" W, 170.99 feet) to 1/2-inch iron rod with a cap stamped "TLS" found at the northwest corner of the remainder of the 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, S 08°40'42" W, continuing coincident with said common line, a distance of 221.22 feet (Record S 08°39'20" W, 221.30 feet) to a 1/2-inch iron rod with an unreadable cap found on the north line of a remainder of a called 2 acre tract of land as conveyed unto Linda Anderson Wahrmund and Curtis Wahrmund, Co-Trustees of the Wahrmund Living Trust in Document Number 2017003035 of the Official Public Records of Williamson County Texas, at the most southerly southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°33'05" W, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 2 acre tract, a distance of 92.39 feet (Record N 82°45'58" W, 91.98 feet) to a 1-inch pipe found at the northwest corner of the remainder of the 2 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, N 83°31'15" W, over and across the remainder of the 94.08 acre tract, a distance of 420.59 feet to 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of a called 1.00 acre tract of land conveyed unto Kenneth A. Wahrmund in Volume 2252, Page 894 of the Official Records of Williamson County Texas, a re-entrant corner of the remainder of the 94.08 acre tract and an angle point of the herein described tract of land;

THENCE, N 82°48'23" W, coincident with the common line of the remainder of the 94.08 acre tract and said Wahrmund 1.00 acre tract, a distance of 150.04 feet (Record N 82°48'38" W, 150.00 feet) to a 1/2-inch iron rod found at the northwest corner of the Wahrmund 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, N 82°48'36" W, over and across the remainder of the 94.08 acre tract, a distance of 228.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of a called 3.00 acre tract of land conveyed unto Kenneth A Wahrmund in Document Number 2010000629 of the Official Public Records of Williamson County Texas, and the remainder of the 94.08 acre tract, a southerly corner of the herein described tract of land;

THENCE, coincident with the common line of the remainder of the 94.08 acre tract and said 3.00 acre tract, the following three (3) courses;

- 1) N 07°11'24" E, a distance of 277.82 feet to a 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) N 82°44'51" W, a distance of 230.05 feet (Record N 82°48'39" W, 230.00 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found (Disturbed) at the northwest corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 07°10'57" W, a distance of 570.45 feet (Record S 07°11'21" W, 570.23 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found on the north right-of-way line of Limmer Loop/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003084887, 2006043487, and 2006085468 of the Official Public Records of Williamson County, Texas, at the southwest corner of the 3.00 acre tract, a southerly corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°49'59" W, coincident with the common line of the remainder of the 94.08 acre tract and said north right-of-way line, a distance of 156.58 feet (Record S 82°48'59" W, 156.44 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the southeast corner of a called 1.45 acre tract of land as conveyed unto Rejania Anderson in Document Number 2009001333 of the Official Public Records of Williamson County, Texas, the southerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 05°42'19" E, coincident with the common line of the remainder of the 94.08 tract and said 1.45 acre tract a distance of 274.86 feet (Record N 05°42'25" E, 274.92 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the northeast corner of the 1.45 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°35'58" W, continuing coincident with said common line, a distance of 229.89 feet (Record N 82°35'59" W, 229.90 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found on the east line of the aforementioned called 16.20 acre tract of land at the northwest corner of the 1.45 acre tract, the westerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 05°43'24" E, coincident with the common line of the remainder of the 94.08 acre tract and said 16.20 acre tract, a distance of 556.24 feet (Record N 05°44'34" E, 556.38 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°20'33" W, continuing coincident with said common line a distance of 209.24 feet (Record N 19°24'31" W, 209.13 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°23'08" W, continuing coincident with said common line, a distance of 1,128.58 feet (Record N 19°23'08" W, 1,128.45 feet) to the POINT OF BEGINNING and containing 66.192 acres of land, more or less.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10A. EASEMENT DATED JULY 4, 1928, BY JOHN SWENSON AND WIFE, NORA SWENSON TO LONE STAR GAS COMPANY RECORDED IN VOLUME 239, PAGE 31, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND PARTIAL RELEASE OF EASEMENT AND RESTRICTIVE COVENANTS DATED OCTOBER 29, 2019, RECORDED UNDER DOCUMENT NO. 2019105107, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10B. EASEMENT DATED DECEMBER 14, 1953, BY ALVIN R. ANDERSON TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 394, PAGE 368, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10C. EASEMENT DATED DECEMBER 1, 1959, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 435, PAGE 627, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10D. EASEMENT DATED MARCH 17, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS RECORDED IN VOLUME 550, PAGE 334, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10E. EASEMENT DATED SEPTEMBER 15, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS RECORDED IN VOLUME 558, PAGE 93, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10F. EASEMENT DATED JANUARY 10, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 519, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10G. EASEMENT DATED JUNE 21, 1975, BY ALVIN R. ANDERSON TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 641, PAGE 106, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10H. EASEMENT DATED JANUARY 28, 2011, BY LINDA K. WAHRMUND, ET AL TO ONCOR ELECTRIC DELIVERY COMPANY, LLC RECORDED UNDER DOCUMENT NO. 2010101516, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10I. EASEMENT DATED JULY 23, 1976, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 884, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10J. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ANNEXATION DEVELOPMENT AGREEMENT DATED FEBRUARY 9, 2012, BY AND BETWEEN THE CITY OF HUTTO AND JAMES WESLEY ANDERSON, ET AL RECORDED UNDER DOCUMENT NO. 201607737, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

LEGEND

B.F.	BOARD FENCE
B.D.G.	BUILDING
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.M.	GAS METER
G.R.	GUARD RAIL
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.F.	PIN FLAG
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.F.	WATER FAUCET
W.W.	WATER WELL
()	RECORD INFORMATION FROM DOC. NO. 2017003034 O.P.R.W.C.
[]	RECORD INFORMATION FROM DOC. NO. 2002050521 O.P.R.W.C.
{ }	RECORD INFORMATION FROM DOC. NO. 2017003035 O.P.R.W.C.
< >	RECORD INFORMATION FROM VOL. 2252, PG. 894 O.R.W.C.
(())	RECORD INFORMATION FROM DOC. NO. 2010000629 O.P.R.W.C.
[()]	RECORD INFORMATION FROM DOC. NO. 2009001333 O.P.R.W.C.
{ () }	RECORD INFORMATION FROM DOC. NO. 2015107741 O.P.R.W.C.
~ ~	RECORD INFORMATION FROM DOC. NO. 2010069362 O.P.R.W.C.
(()))	RECORD INFORMATION FROM DOC. NO. 2013060751 O.P.R.W.C.
{ (() }	RECORD INFORMATION FROM DOC. NO. 2015035245 O.P.R.W.C.
{ ((() }	RECORD INFORMATION FROM DO. NO. 2015035244 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
✕	FOUND "X" IN CONCRETE
○	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD W/ CAP STAMPED "BGE INC"
[100]	SCHEDULE B ITEM
—	EDGE OF ASPHALT
—OP—	OVERHEAD ELECTRIC
—x—	WIRE FENCE
▨	AREA OF GRAVEL
▩	AREA OF CONCRETE

BGE, Inc. 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216 Tel: 210-581-3600 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10194490	
Copyright 2019	
ALTA/NSPS LAND TITLE SURVEY OF 66.192 ACRES OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, A-587, THE JAMES SHELTON SURVEY, A-560 & THE NATHANIEL EDWARDS SURVEY, A-225 WILLIAMSON COUNTY, TEXAS	
PARTY CHIEF: D.J.F.	ISSUE DATE: 11/05/2019
TECHNICIAN: D.G.F.	SCALE: 1"=100'
R.P.L.S.: D.A.	JOB NUMBER: 7178-00
FIELD BOOK NAME:	38: 20-26
BASE FILE:	6:1702\Projects\Lepton_Woods\17176-00-Wico_Ranch_Plot\04_Finals\Drawings\Wico_Ranch_ALTA.dwg
SHEET 2	
OF <u>2</u>	

LEGAL DESCRIPTION

FIELD NOTES FOR A 66.192 ACRE TRACT OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, AND THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS; BEING A REMAINDER OF A CALLED 94.08 ACRE TRACT OF LAND AS CONVEYED UNTO LINDA ANDERSON WAHRMUND AND CURTIS WAHRMUND, CO-TRUSTEES OF THE WAHRMUND LIVING TRUST IN DOCUMENT NUMBER 2017003034 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 66.192 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 16.20 acre tract of land as conveyed unto Wehring Family Investments, LP in Document Number 2010069362 of the Official Public Records of Williamson County Texas, at the southwest corner of the remainder of a called 101.8 acre tract of land as conveyed unto No-Count, LLC in Document Number 2013060751 of the Official Public Records of Williamson County, Texas, the northwest corner of the remainder of said 94.08 acre tract and **POINT OF BEGINNING** and northwest corner of the herein described tract of land;

THENCE, N 68°06'58" E, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 101.8 acre tract, a distance of 1,869.41 feet (Record N 68°06'56" E, 1,869.72 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found on the curvilinear west right-of-way line of Ed Schmidt Boulevard/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003052478, 2003052479, 2003064610, 2004013915, 2015007229, 2015035244, 2015035245, 2015088346, and 2016010818 all recorded in the Official Public Records of Williamson County Texas, at the southeast corner of the remainder of the 101.8 acre tract, the beginning of a non-tangent curve and the northeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, curving to the right, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, with a radius of 2,398.03 feet, an arc distance of 50.20 feet, a central angle of 01°11'58", a chord bearing of S 17°59'26" E, and a chord distance of 50.20 feet to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northeast corner of a called 23.52 acre tract of land as conveyed unto Jo Blaine (Anderson) Macias F/K/A Jo Blaine Anderson and James Wesley Anderson in Document Number 2015107741 of the Official Public Records of Williamson County Texas, the end of this curve and an easterly corner of the herein described tract of land;

THENCE, departing said west right-of-way line, **coincident with the lines of said 23.52 acre** tract, the following three (3) courses;

- 1) S 68°07'19" W, a distance of 816.61 feet (Record S 68°06'56" W, 816.25 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 2) S 09°26'34" E, a distance of 1,169.55 feet (Record S 09°26'18" E, 1,169.48 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the southwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 3) N 80°33'44" E, a distance of 814.79 feet (Record N 80°33'42" E, 814.87 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found on the aforementioned west right-of-way line of Ed Schmidt Boulevard/County Road 119, and the east line of the remainder of the 94.08 acre tract at the southeast corner of the 23.52 acre tract, and an easterly corner of the herein described tract of land;

THENCE, in a southerly direction, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, the following six (6) courses;

- 1) S 09°26'48" E, a distance of 344.85 feet (Record S 09°26'18" E) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) S 79°11'25" W, a distance of 4.82 feet (Record S 80°33'42" W, 5.00 feet) to a 1/2-inch iron rod found, at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 08°59'24" E, a distance of 59.71 feet (Record S 09°26'18" E, 60.00 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found (Disturbed), at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 4) N 81°15'32" E, a distance of 5.32 feet (Record N 80°33'42" E, 5.00 feet) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 5) S 09°21'15" E, a distance of 61.69 feet (Record S 09°26'18" E, 62.48 feet) to an "X" in concrete found, at the beginning of a non-tangent curve of the remainder of the 94.08 acre tract and the herein described tract of land;

- 6) Curving to the right, with a radius of 2,840.73 feet, an arc distance of 657.14 feet, (Record 657.02 feet) a central angle of $13^{\circ}15'15''$, (Record $13^{\circ}15'06''$) a chord bearing of $S\ 02^{\circ}48'47''\ E$, and a chord distance of 655.68 feet (Record $S\ 02^{\circ}48'42''\ E$, 655.56 feet) to an "X" in concrete found at the northeast corner of a remainder of a called 1.00 acre tract of land as conveyed unto Kimberly Gail Dugger in Document Number 2002050521 of the Official Public Records of Williamson County, Texas, the end of this curve, a southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, $N\ 81^{\circ}26'53''\ W$, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said Dugger 1.00 acre tract, a distance of 170.92 feet (Record $N\ 81^{\circ}28'10''\ W$, 170.99 feet) to 1/2-inch iron rod with a cap stamped "TLS" found at the northwest corner of the remainder of the 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, $S\ 08^{\circ}40'42''\ W$, continuing coincident with said common line, a distance of 221.22 feet (Record $S\ 08^{\circ}39'20''\ W$, 221.30 feet) to a 1/2-inch iron rod with an unreadable cap found on the north line of a remainder of a called 2 acre tract of land as conveyed unto Linda Anderson Wahrmund and Curtis Wahrmund, Co-Trustees of the Wahrmund Living Trust in Document Number 2017003035 of the Official Public Records of Williamson County Texas, at the most southerly southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, $N\ 82^{\circ}33'05''\ W$, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 2 acre tract, a distance of 92.39 feet (Record $N\ 82^{\circ}45'58''\ W$, 91.98 feet) to a 1-inch pipe found at the northwest corner of the remainder of the 2 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, $N\ 83^{\circ}31'15''\ W$, over and across the remainder of the 94.08 acre tract, a distance of 420.59 feet to 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of a called 1.00 acre tract of land conveyed unto Kenneth A. Wahrmund in Volume 2252, Page 894 of the Official Records of Williamson County Texas, a re-entrant corner of the remainder of the 94.08 acre tract and an angle point of the herein described tract of land;

THENCE, $N\ 82^{\circ}49'23''\ W$, coincident with the common line of the remainder of the 94.08 acre tract and said Wahrmund 1.00 acre tract, a distance of 150.04 feet (Record $N\ 82^{\circ}48'38''\ W$, 150.00 feet) to a 1/2-inch iron rod found at the northwest corner of the Wahrmund 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, N 82°48'36" W, over and across the remainder of the 94.08 acre tract, a distance of 228.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of a called 3.00 acre tract of land conveyed unto Kenneth A Wahrmund in Document Number 2010000629 of the Official Public Records of Williamson County Texas, and the remainder of the 94.08 acre tract, a southerly corner of the herein described tract of land;

THENCE, coincident with the common line of the remainder of the 94.08 acre tract and said 3.00 acre tract, the following three (3) courses;

- 1) N 07°11'24" E, a distance of 277.82 feet to a 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) N 82°44'51" W, a distance of 230.05 feet (Record N 82°48'39" W, 230.00 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found (Disturbed) at the northwest corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 07°10'57" W, a distance of 570.45 feet (Record S 07°11'21" W, 570.23 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found on the north right-of-way line of Limmer Loop/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003084887, 2006043487, and 2006085468 of the Official Public Records of Williamson County, Texas, at the southwest corner of the 3.00 acre tract, a southerly corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°49'59" W, coincident with the common line of the remainder of the 94.08 acre tract and said north right-of-way line, a distance of 156.56 feet (Record S 82°48'39" W, 156.44 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the southeast corner of a called 1.45 acre tract of land as conveyed unto Rejenia Anderson in Document Number 2009001333 of the Official Public Records of Williamson County, Texas, the southerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 05°42'19" E, coincident with the common line of the remainder of the 94.08 tract and said 1.45 acre tract a distance of 274.86 feet (Record N 05°42'25" E, 274.92 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the northeast corner of the 1.45 acre tract, a re-entrant corner of the reminder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°35'58" W, continuing coincident with said common line, a distance of 229.89 feet (Record N 82°35'59" W, 229.90 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found on the east line of the aforementioned called 16.20 acre tract of land at the northwest corner of the 1.45 acre tract, the westerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

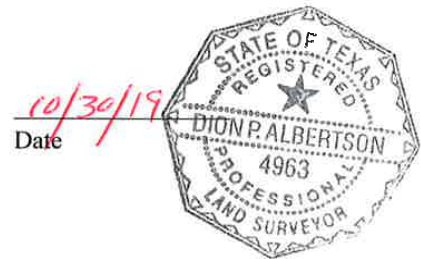
THENCE, N 05°43'24" E, coincident with the common line of the remainder of the 94.08 acre tract and said 16.20 acre tract, a distance of 556.24 feet (Record N 05°44'34" E, 556.38 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°20'33" W, continuing coincident with said common line a distance of 209.24 feet (Record N 19°24'31" W, 209.13 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°23'08" W, continuing coincident with said common line, a distance of 1,128.58 feet (Record N 19°23'08" W, 1,128.45 feet) to the **POINT OF BEGINNING** and containing 66.192 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490



Client: Ashton Woods
Date: October 30, 2019
Job No: 7178-00

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 89.71 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO'S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Hutto, Texas (the "City") is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter, and;

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 89.71 acres, more or less, of land, being out of the James Shelton Survey, Abstract No. 560 in Williamson County, Texas, and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

WHEREAS, the procedures prescribed by the Charter of the City of Hutto and the applicable laws of the State of Texas have been duly followed with respect to the Property, and;

WHEREAS, such Property is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside, and;

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens, and;

WHEREAS, and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with, and;

WHEREAS, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit "A"** should become annexed.

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

SECTION I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

SECTION II.

That the Property described in the attached **Exhibit "A"**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as SF-1 (Single Family Residential) Zoning District.

SECTION III.

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Hutto, and hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

SECTION IV.

That the appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official maps and boundaries of the City of Hutto, heretofore adopted and amended, so as to include the aforementioned territory hereby annexed, be and are hereby amended as part of the City of Hutto, Texas, as required by law.

SECTION V.

That the City Secretary is hereby directed and authorized to file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas.

SECTION VI.

If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

SECTION VIII.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **6th** day of **February, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED and **ADOPTED** on first reading of ordinance this **6th** day of **February, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

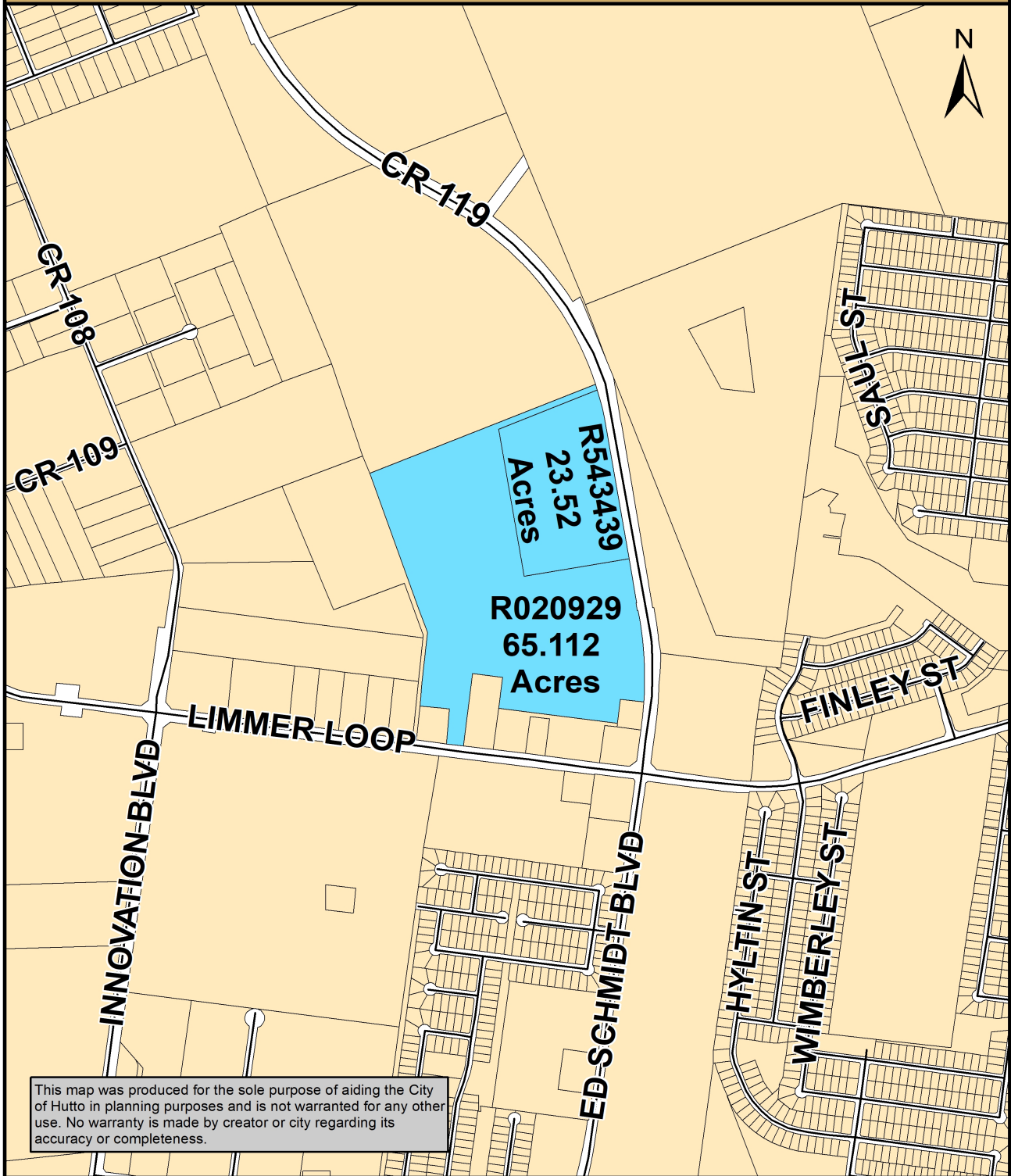
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Appointed City Secretary

Wilco Ranch



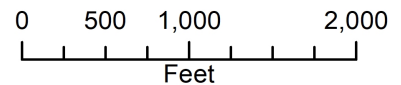
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

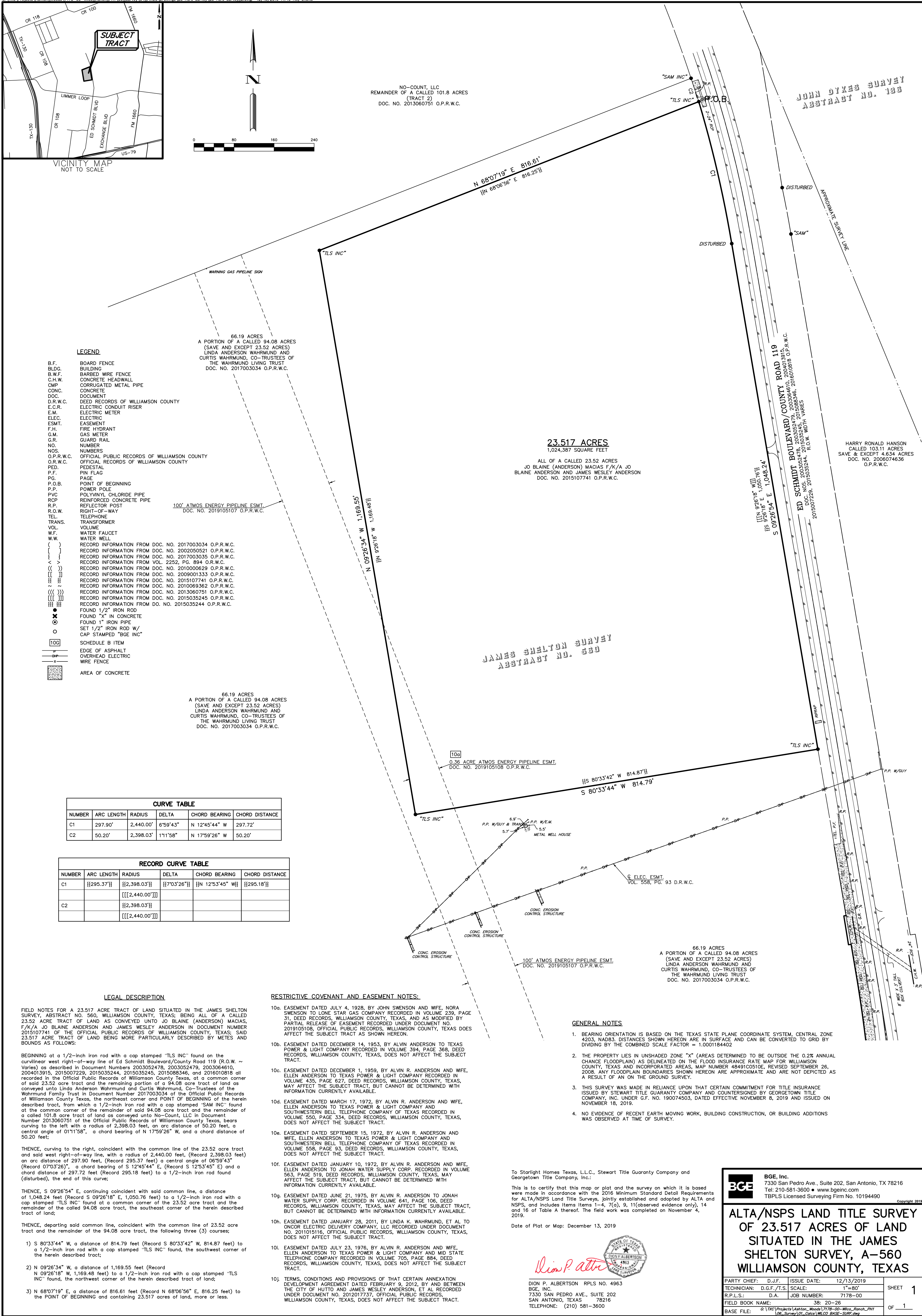
Map Document: (K:\SITE LOCATION MAPS\2019 Site

Location Maps\Limmer_Loop\Wilco_Ranch.mxd)

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LEGAL DESCRIPTION

FIELD NOTES FOR A 23.517 ACRE TRACT OF LAND SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 23.52 ACRE TRACT OF LAND AS CONVEYED UNTO JO BLAINE (ANDERSON) MACIAS, F/K/A JO BLAINE ANDERSON AND JAMES WESLEY ANDERSON IN DOCUMENT NUMBER 2015107741 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 23.517 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "TLS INC" found on the curvilinear west right-of-way line of Ed Schmidt Boulevard/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003052478, 2003052479, 2003064610, 2004013915, 2015007229, 2015035244, 2015035245, 2015088346, and 2016010818 all recorded in the Official Public Records of Williamson County Texas, at a common corner of said 23.52 acre tract and the remaining portion of a 94.08 acre tract of land as conveyed unto Linda Anderson Wahrmund and Curtis Wahrmund, Co-Trustees of the Wahrmund Family Trust in Document Number 2017003034 of the Official Public Records of Williamson County Texas, the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "SAM INC" found at the common corner of the remainder of said 94.08 acre tract and the remainder of a called 101.8 acre tract of land as conveyed unto No-Count, LLC in Document Number 2013060751 of the Official Public Records of Williamson County Texas, bears curving to the left with a radius of 2,398.03 feet, an arc distance of 50.20 feet, a central angle of 01°11'58", a chord bearing of N 17°59'26" W, and a chord distance of 50.20 feet;

THENCE, curving to the right, coincident with the common line of the 23.52 acre tract and said west right-of-way line, with a radius of 2,440.00 feet, (Record 2,398.03 feet) an arc distance of 297.90 feet, (Record 295.37 feet) a central angle of 06°59'43" (Record 07°03'26)", a chord bearing of S 12°45'44" E, (Record S 12°53'45" E) and a chord distance of 297.72 feet (Record 295.18 feet) to a 1/2-inch iron rod found (disturbed), the end of this curve;

THENCE, S 09°26'54" E, continuing coincident with said common line, a distance of 1,048.24 feet (Record S 09°26'18" E, 1,050.76 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at a common corner of the 23.52 acre tract and the remainder of the called 94.08 acre tract, the southeast corner of the herein described tract of land;

THENCE, departing said common line, coincident with the common line of 23.52 acre tract and the remainder of the 94.08 acre tract, the following three (3) courses;

- 1) S 80°33'44" W, a distance of 814.79 feet (Record S 80°33'42" W, 814.87 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found, the southwest corner of the herein described tract;
- 2) N 09°26'34" W, a distance of 1,169.55 feet (Record N 09°26'18" W, 1,169.48 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found, the northwest corner of the herein described tract of land;
- 3) N 68°07'19" E, a distance of 816.61 feet (Record N 68°06'56" E, 816.25 feet) to the **POINT OF BEGINNING** and containing 23.517 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.



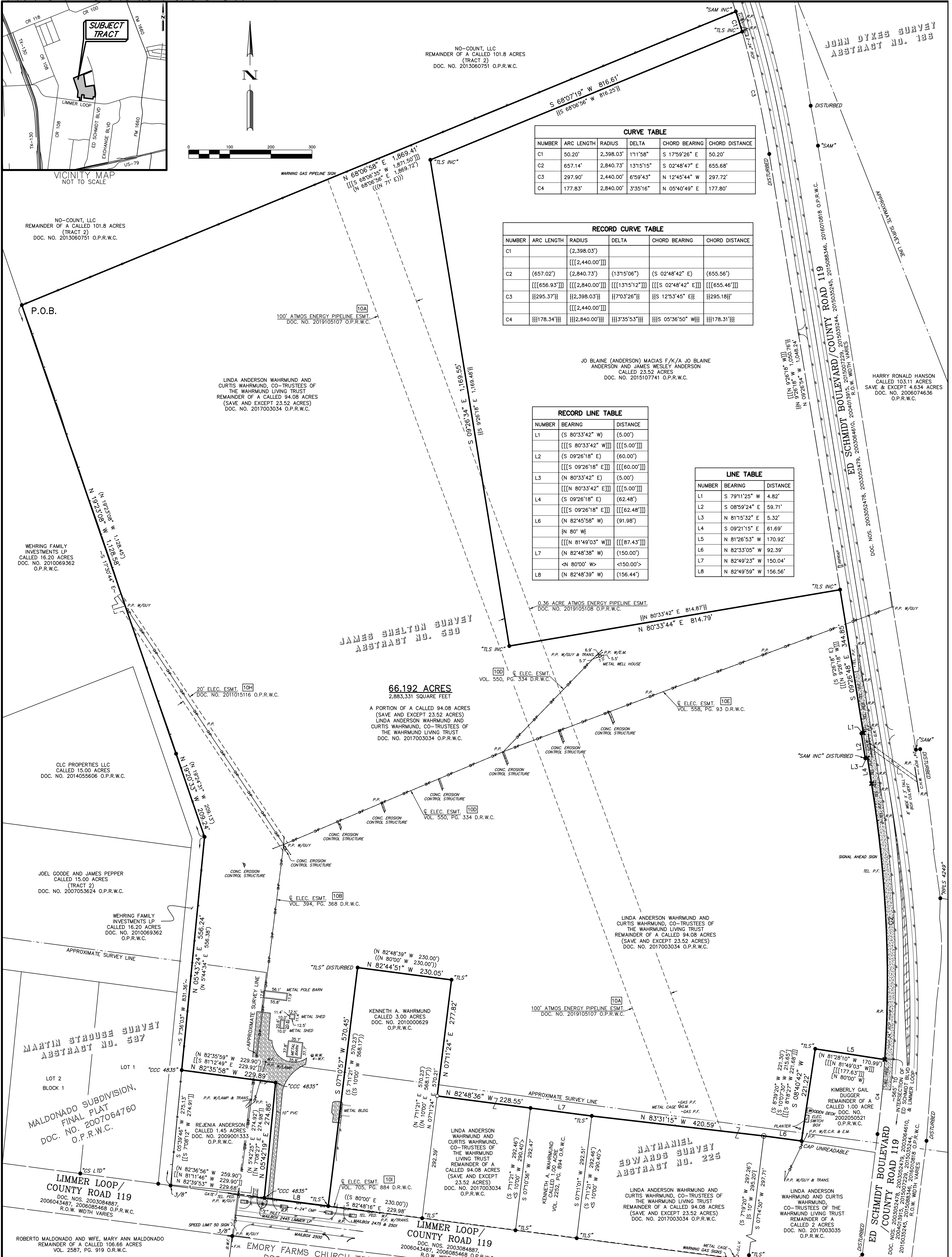
Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

12/13/19

Date



Client: Ashton Woods
Date: December 13, 2019
Job No: 7178-00



GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.000184402.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS. MAP NUMBER 4849100510E, REVISED SEPTEMBER 26, 2008. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DERIVED AS A RESULT OF AN ON THE GROUND SURVEY.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY AND COUNTERSIGNED BY GEORGETOWN TITLE COMPANY, INC. UNDER G.F. NO. 19075008, DATED EFFECTIVE OCTOBER 26, 2019 AND ISSUED ON NOVEMBER 04, 2019.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT TIME OF SURVEY.

To Starlight Homes Texas, L.L.C., Stewart Title Guaranty Company and Georgetown Title Company, Inc.:

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(c), 9, 11 (observed evidence only), 14 and 16 of Table A thereof. The field work was completed on November 4, 2019.

Date of Plot or Map: November 5, 2019

Dion P. Albertson
DION P. ALBERTSON RPLS NO. 4963
BGE, INC.
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TBPLS Licensed Surveying Firm No. 10194490

ALTA/NSPS LAND TITLE SURVEY OF 66.192 ACRES OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, A-587, THE JAMES SHELTON SURVEY, A-560 & THE NATHANIEL EDWARDS SURVEY, A-225 WILLIAMSON COUNTY, TEXAS

PARTY CHIEF:	D.J.F.	ISSUE DATE:	11/05/2019
TECHNICIAN:	D.G.F.	SCALE:	1"=100'
R.P.L.S.:	D.A.	JOB NUMBER:	7178-00
FIELD BOOK NAME:	38: 20-26		
BASE FILE:	6: 1702\Projects\MapInfo\1718-00-Waco-Ranch-PH1106-Survey\04-Final\Drawings\Waco-Ranch-ALTA.dwg, 11/05/2019 10:42 AM, gsbarton		

LEGAL DESCRIPTION

FIELD NOTES FOR A 66.192 ACRE TRACT OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, AND THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS; BEING A REMAINDER OF A CALLED 94.08 ACRE TRACT OF LAND AS CONVEYED UNTO LINDA ANDERSON WAHRMUND AND CURTIS WAHRMUND, CO-TRUSTEES OF THE WAHRMUND LIVING TRUST IN DOCUMENT NUMBER 2017003034 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 66.192 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 16.20 acre tract of land as conveyed unto Wehring Family Investments, LP in Document Number 2010069362 of the Official Public Records of Williamson County Texas, at the southwest corner of the remainder of a called 101.8 acre tract of land as conveyed unto No-Count, LLC in Document Number 2013060751 of the Official Public Records of Williamson County, Texas, the northwest corner of the remainder of said 94.08 acre tract and POINT OF BEGINNING and northwest corner of the herein described tract of land;

THENCE, N 68°06'58" E, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 101.8 acre tract, a distance of 1,869.41 feet (Record N 68°06'56" E, 1,869.72 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found on the curvilinear west right-of-way line of Ed Schmidt Boulevard/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003062478, 2003052479, 2003064610, 2014013915, 2015007229, 2015035244, 2015035245, 2015088346, and 2016010816 all recorded in the Official Public Records of Williamson County Texas, at the southeast corner of the remainder of the 101.8 acre tract, the beginning of a non-tangent curve and the northeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, curving to the right, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, with a radius of 2,398.03 feet, an arc distance of 50.20 feet, a central angle of 01°11'58", a chord bearing of S 17°59'28" E, and a chord distance of 50.20 feet to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northeast corner of a called 23.52 acre tract of land as conveyed unto Jo Blaine (Anderson) Macias F/K/A Jo Blaine Anderson and James Wesley Anderson in Document Number 2015107741 of the Official Public Records of Williamson County Texas, the end of this curve and an easterly corner of the herein described tract of land;

THENCE, departing said west right-of-way line, coincident with the lines of said 23.52 acre tract, the following three (3) courses;

- 1) S 68°07'19" W, a distance of 816.61 feet (Record S 68°06'56" W, 816.25 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 2) S 09°26'34" E, a distance of 1,169.55 feet (Record S 09°26'18" E, 1,169.48 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the southwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 3) N 80°33'44" E, a distance of 814.79 feet (Record N 80°33'42" E, 814.87 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found on the aforementioned west right-of-way line of Ed Schmidt Boulevard/County Road 119, and the east line of the remainder of the 94.08 acre tract at the southeast corner of the 23.52 acre tract, and an easterly corner of the herein described tract of land;

THENCE, in a southerly direction, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, the following six (6) courses;

- 1) S 09°26'48" E, a distance of 344.85 feet (Record S 09°26'18" E) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) S 79°11'25" W, a distance of 4.82 feet (Record S 80°33'42" W, 5.00 feet) to a 1/2-inch iron rod found, at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 08°59'24" E, a distance of 59.71 feet (Record S 09°26'18" E, 60.00 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found (Disturbed), at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 4) N 81°15'32" E, a distance of 5.32 feet (Record N 80°33'42" E, 5.00 feet) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 5) S 09°21'15" E, a distance of 61.69 feet (Record S 09°26'18" E, 62.48 feet) to an "X" in concrete found, at the beginning of a non-tangent curve of the remainder of the 94.08 acre tract and the herein described tract of land;
- 6) Curving to the right, with a radius of 2,840.73 feet, an arc distance of 657.14 feet, (Record 657.02 feet) a central angle of 13°15'15", (Record bearing of S 02°48'42" E, and a chord distance of 655.68 feet (Record S 02°48'42" E, 655.56 feet) to an "X" in concrete found at the northeast corner of a remainder of a called 1.00 acre tract of land as conveyed unto Kimberly Gail Dugger in Document Number 2002050521 of the Official Public Records of Williamson County, Texas, the end of this curve, a southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 81°26'53" W, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said Dugger 1.00 acre tract, a distance of 170.92 feet (Record N 81°28'10" W, 170.99 feet) to 1/2-inch iron rod with a cap stamped "TLS" found at the northwest corner of the remainder of the 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, S 08°40'42" W, continuing coincident with said common line, a distance of 221.22 feet (Record S 08°39'20" W, 221.30 feet) to a 1/2-inch iron rod with an unreadable cap found on the north line of a remainder of a called 2 acre tract of land as conveyed unto Linda Anderson Wahrmund and Curtis Wahrmund, Co-Trustees of the Wahrmund Living Trust in Document Number 2017003035 of the Official Public Records of Williamson County Texas, at the most southerly southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°33'05" W, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 2 acre tract, a distance of 92.39 feet (Record N 82°45'58" W, 91.98 feet) to a 1-inch pipe found at the northwest corner of the remainder of the 2 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, N 83°31'15" W, over and across the remainder of the 94.08 acre tract, a distance of 420.59 feet to 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of a called 1.00 acre tract of land conveyed unto Kenneth A. Wahrmund in Volume 2252, Page 894 of the Official Records of Williamson County Texas, a re-entrant corner of the remainder of the 94.08 acre tract and an angle point of the herein described tract of land;

THENCE, N 82°48'23" W, coincident with the common line of the remainder of the 94.08 acre tract and said Wahrmund 1.00 acre tract, a distance of 150.04 feet (Record N 82°48'38" W, 150.00 feet) to a 1/2-inch iron rod found at the northwest corner of the Wahrmund 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, N 82°48'36" W, over and across the remainder of the 94.08 acre tract, a distance of 228.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of a called 3.00 acre tract of land conveyed unto Kenneth A Wahrmund in Document Number 2010000629 of the Official Public Records of Williamson County Texas, and the remainder of the 94.08 acre tract, a southerly corner of the herein described tract of land;

THENCE, coincident with the common line of the remainder of the 94.08 acre tract and said 3.00 acre tract, the following three (3) courses;

- 1) N 07°11'24" E, a distance of 277.82 feet to a 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) N 82°44'51" W, a distance of 230.05 feet (Record N 82°48'39" W, 230.00 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found (Disturbed) at the northwest corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 07°10'57" W, a distance of 570.45 feet (Record S 07°11'21" W, 570.23 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found on the north right-of-way line of Limmer Loop/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003064887, 2006043487, and 2006085468 of the Official Public Records of Williamson County, Texas, at the southwest corner of the 3.00 acre tract, a southerly corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°49'59" W, coincident with the common line of the remainder of the 94.08 acre tract and said north right-of-way line, a distance of 156.58 feet (Record S 82°48'59" W, 156.44 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the southeast corner of a called 1.45 acre tract of land as conveyed unto Rejania Anderson in Document Number 2009001333 of the Official Public Records of Williamson County, Texas, the southerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 05°42'19" E, coincident with the common line of the remainder of the 94.08 tract and said 1.45 acre tract a distance of 274.86 feet (Record N 05°42'25" E, 274.92 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the northeast corner of the 1.45 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°35'58" W, continuing coincident with said common line, a distance of 229.89 feet (Record N 82°35'59" W, 229.90 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found on the east line of the aforementioned called 16.20 acre tract of land at the northwest corner of the 1.45 acre tract, the westerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 05°43'24" E, coincident with the common line of the remainder of the 94.08 acre tract and said 16.20 acre tract, a distance of 556.24 feet (Record N 05°44'34" E, 556.38 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°20'33" W, continuing coincident with said common line a distance of 209.24 feet (Record N 19°24'31" W, 209.13 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°23'08" W, continuing coincident with said common line, a distance of 1,128.58 feet (Record N 19°23'08" W, 1,128.45 feet) to the POINT OF BEGINNING and containing 66.192 acres of land, more or less.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10A. EASEMENT DATED JULY 4, 1928, BY JOHN SWENSON AND WIFE, NORA SWENSON TO LONE STAR GAS COMPANY RECORDED IN VOLUME 239, PAGE 31, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND PARTIAL RELEASE OF EASEMENT AND RESTRICTIVE COVENANTS DATED OCTOBER 29, 2019, RECORDED UNDER DOCUMENT NO. 2019105107, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10B. EASEMENT DATED DECEMBER 14, 1953, BY ALVIN R. ANDERSON TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 394, PAGE 368, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10C. EASEMENT DATED DECEMBER 1, 1959, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 435, PAGE 627, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10D. EASEMENT DATED MARCH 17, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS RECORDED IN VOLUME 550, PAGE 334, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10E. EASEMENT DATED SEPTEMBER 15, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS RECORDED IN VOLUME 558, PAGE 93, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10F. EASEMENT DATED JANUARY 10, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 519, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10G. EASEMENT DATED JUNE 21, 1975, BY ALVIN R. ANDERSON TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 641, PAGE 106, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10H. EASEMENT DATED JANUARY 28, 2011, BY LINDA K. WAHRMUND, ET AL TO ONCOR ELECTRIC DELIVERY COMPANY, LLC RECORDED UNDER DOCUMENT NO. 2010101516, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10I. EASEMENT DATED JULY 23, 1976, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 884, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10J. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ANNEXATION DEVELOPMENT AGREEMENT DATED FEBRUARY 9, 2012, BY AND BETWEEN THE CITY OF HUTTO AND JAMES WESLEY ANDERSON, ET AL RECORDED UNDER DOCUMENT NO. 201607737, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

LEGEND

B.F.	BOARD FENCE
B.D.G.	BUILDING
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.M.	GAS METER
G.R.	GUARD RAIL
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.F.	PIN FLAG
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.F.	WATER FAUCET
W.W.	WATER WELL
()	RECORD INFORMATION FROM DOC. NO. 2017003034 O.P.R.W.C.
[]	RECORD INFORMATION FROM DOC. NO. 2002050521 O.P.R.W.C.
{ }	RECORD INFORMATION FROM DOC. NO. 2017003035 O.P.R.W.C.
< >	RECORD INFORMATION FROM VOL. 2252, PG. 894 O.R.W.C.
(())	RECORD INFORMATION FROM DOC. NO. 2010000629 O.P.R.W.C.
[()]	RECORD INFORMATION FROM DOC. NO. 2009001333 O.P.R.W.C.
{ () }	RECORD INFORMATION FROM DOC. NO. 2015107741 O.P.R.W.C.
~ ~	RECORD INFORMATION FROM DOC. NO. 2010069362 O.P.R.W.C.
(()))	RECORD INFORMATION FROM DOC. NO. 2013060751 O.P.R.W.C.
{ (() }	RECORD INFORMATION FROM DOC. NO. 2015035245 O.P.R.W.C.
	RECORD INFORMATION FROM DO. NO. 2015035244 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
✕	FOUND "X" IN CONCRETE
○	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD W/ CAP STAMPED "BGE INC"
[100]	SCHEDULE B ITEM
—	EDGE OF ASPHALT
—OP—	OVERHEAD ELECTRIC
—x—	WIRE FENCE
▨	AREA OF GRAVEL
▩	AREA OF CONCRETE

BGE, Inc. 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216 Tel: 210-581-3600 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10194490	
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ALTA/NSPS LAND TITLE SURVEY OF 66.192 ACRES OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, A-587, THE JAMES SHELTON SURVEY, A-560 & THE NATHANIEL EDWARDS SURVEY, A-225 WILLIAMSON COUNTY, TEXAS	
PARTY CHIEF: D.J.F.	ISSUE DATE: 11/05/2019
TECHNICIAN: D.G.F.	SCALE: 1"=100'
R.P.L.S.: D.A.	JOB NUMBER: 7178-00
FIELD BOOK NAME:	38: 20-26
BASE FILE:	6:170C\Projects\Aphton_Woods\17176-00-Wico_Ranch_Plot\06_Survey\04_Finals\Drawings\Wico_Ranch_ALTA.dwg
SHEET 2	
OF 2	

LEGAL DESCRIPTION

FIELD NOTES FOR A 66.192 ACRE TRACT OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, AND THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS; BEING A REMAINDER OF A CALLED 94.08 ACRE TRACT OF LAND AS CONVEYED UNTO LINDA ANDERSON WAHRMUND AND CURTIS WAHRMUND, CO-TRUSTEES OF THE WAHRMUND LIVING TRUST IN DOCUMENT NUMBER 2017003034 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 66.192 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 16.20 acre tract of land as conveyed unto Wehring Family Investments, LP in Document Number 2010069362 of the Official Public Records of Williamson County Texas, at the southwest corner of the remainder of a called 101.8 acre tract of land as conveyed unto No-Count, LLC in Document Number 2013060751 of the Official Public Records of Williamson County, Texas, the northwest corner of the remainder of said 94.08 acre tract and **POINT OF BEGINNING** and northwest corner of the herein described tract of land;

THENCE, N 68°06'58" E, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 101.8 acre tract, a distance of 1,869.41 feet (Record N 68°06'56" E, 1,869.72 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found on the curvilinear west right-of-way line of Ed Schmidt Boulevard/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003052478, 2003052479, 2003064610, 2004013915, 2015007229, 2015035244, 2015035245, 2015088346, and 2016010818 all recorded in the Official Public Records of Williamson County Texas, at the southeast corner of the remainder of the 101.8 acre tract, the beginning of a non-tangent curve and the northeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, curving to the right, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, with a radius of 2,398.03 feet, an arc distance of 50.20 feet, a central angle of 01°11'58", a chord bearing of S 17°59'26" E, and a chord distance of 50.20 feet to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northeast corner of a called 23.52 acre tract of land as conveyed unto Jo Blaine (Anderson) Macias F/K/A Jo Blaine Anderson and James Wesley Anderson in Document Number 2015107741 of the Official Public Records of Williamson County Texas, the end of this curve and an easterly corner of the herein described tract of land;

THENCE, departing said west right-of-way line, **coincident with the lines of said 23.52 acre** tract, the following three (3) courses;

- 1) S 68°07'19" W, a distance of 816.61 feet (Record S 68°06'56" W, 816.25 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 2) S 09°26'34" E, a distance of 1,169.55 feet (Record S 09°26'18" E, 1,169.48 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the southwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 3) N 80°33'44" E, a distance of 814.79 feet (Record N 80°33'42" E, 814.87 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found on the aforementioned west right-of-way line of Ed Schmidt Boulevard/County Road 119, and the east line of the remainder of the 94.08 acre tract at the southeast corner of the 23.52 acre tract, and an easterly corner of the herein described tract of land;

THENCE, in a southerly direction, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, the following six (6) courses;

- 1) S 09°26'48" E, a distance of 344.85 feet (Record S 09°26'18" E) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) S 79°11'25" W, a distance of 4.82 feet (Record S 80°33'42" W, 5.00 feet) to a 1/2-inch iron rod found, at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 08°59'24" E, a distance of 59.71 feet (Record S 09°26'18" E, 60.00 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found (Disturbed), at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 4) N 81°15'32" E, a distance of 5.32 feet (Record N 80°33'42" E, 5.00 feet) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 5) S 09°21'15" E, a distance of 61.69 feet (Record S 09°26'18" E, 62.48 feet) to an "X" in concrete found, at the beginning of a non-tangent curve of the remainder of the 94.08 acre tract and the herein described tract of land;

- 6) Curving to the right, with a radius of 2,840.73 feet, an arc distance of 657.14 feet, (Record 657.02 feet) a central angle of $13^{\circ}15'15''$, (Record $13^{\circ}15'06''$) a chord bearing of $S\ 02^{\circ}48'47''\ E$, and a chord distance of 655.68 feet (Record $S\ 02^{\circ}48'42''\ E$, 655.56 feet) to an "X" in concrete found at the northeast corner of a remainder of a called 1.00 acre tract of land as conveyed unto Kimberly Gail Dugger in Document Number 2002050521 of the Official Public Records of Williamson County, Texas, the end of this curve, a southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, $N\ 81^{\circ}26'53''\ W$, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said Dugger 1.00 acre tract, a distance of 170.92 feet (Record $N\ 81^{\circ}28'10''\ W$, 170.99 feet) to 1/2-inch iron rod with a cap stamped "TLS" found at the northwest corner of the remainder of the 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, $S\ 08^{\circ}40'42''\ W$, continuing coincident with said common line, a distance of 221.22 feet (Record $S\ 08^{\circ}39'20''\ W$, 221.30 feet) to a 1/2-inch iron rod with an unreadable cap found on the north line of a remainder of a called 2 acre tract of land as conveyed unto Linda Anderson Wahrmund and Curtis Wahrmund, Co-Trustees of the Wahrmund Living Trust in Document Number 2017003035 of the Official Public Records of Williamson County Texas, at the most southerly southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, $N\ 82^{\circ}33'05''\ W$, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 2 acre tract, a distance of 92.39 feet (Record $N\ 82^{\circ}45'58''\ W$, 91.98 feet) to a 1-inch pipe found at the northwest corner of the remainder of the 2 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, $N\ 83^{\circ}31'15''\ W$, over and across the remainder of the 94.08 acre tract, a distance of 420.59 feet to 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of a called 1.00 acre tract of land conveyed unto Kenneth A. Wahrmund in Volume 2252, Page 894 of the Official Records of Williamson County Texas, a re-entrant corner of the remainder of the 94.08 acre tract and an angle point of the herein described tract of land;

THENCE, $N\ 82^{\circ}49'23''\ W$, coincident with the common line of the remainder of the 94.08 acre tract and said Wahrmund 1.00 acre tract, a distance of 150.04 feet (Record $N\ 82^{\circ}48'38''\ W$, 150.00 feet) to a 1/2-inch iron rod found at the northwest corner of the Wahrmund 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, N 82°48'36" W, over and across the remainder of the 94.08 acre tract, a distance of 228.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of a called 3.00 acre tract of land conveyed unto Kenneth A Wahrmund in Document Number 2010000629 of the Official Public Records of Williamson County Texas, and the remainder of the 94.08 acre tract, a southerly corner of the herein described tract of land;

THENCE, coincident with the common line of the remainder of the 94.08 acre tract and said 3.00 acre tract, the following three (3) courses;

- 1) N 07°11'24" E, a distance of 277.82 feet to a 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) N 82°44'51" W, a distance of 230.05 feet (Record N 82°48'39" W, 230.00 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found (Disturbed) at the northwest corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 07°10'57" W, a distance of 570.45 feet (Record S 07°11'21" W, 570.23 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found on the north right-of-way line of Limmer Loop/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003084887, 2006043487, and 2006085468 of the Official Public Records of Williamson County, Texas, at the southwest corner of the 3.00 acre tract, a southerly corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°49'59" W, coincident with the common line of the remainder of the 94.08 acre tract and said north right-of-way line, a distance of 156.56 feet (Record S 82°48'39" W, 156.44 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the southeast corner of a called 1.45 acre tract of land as conveyed unto Rejenia Anderson in Document Number 2009001333 of the Official Public Records of Williamson County, Texas, the southerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 05°42'19" E, coincident with the common line of the remainder of the 94.08 tract and said 1.45 acre tract a distance of 274.86 feet (Record N 05°42'25" E, 274.92 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the northeast corner of the 1.45 acre tract, a re-entrant corner of the reminder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°35'58" W, continuing coincident with said common line, a distance of 229.89 feet (Record N 82°35'59" W, 229.90 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found on the east line of the aforementioned called 16.20 acre tract of land at the northwest corner of the 1.45 acre tract, the westerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

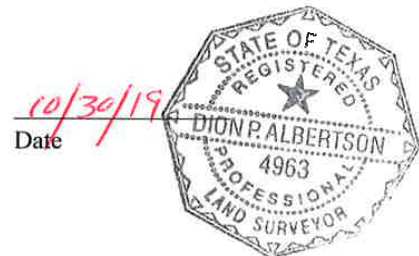
THENCE, N 05°43'24" E, coincident with the common line of the remainder of the 94.08 acre tract and said 16.20 acre tract, a distance of 556.24 feet (Record N 05°44'34" E, 556.38 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°20'33" W, continuing coincident with said common line a distance of 209.24 feet (Record N 19°24'31" W, 209.13 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°23'08" W, continuing coincident with said common line, a distance of 1,128.58 feet (Record N 19°23'08" W, 1,128.45 feet) to the **POINT OF BEGINNING** and containing 66.192 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490



Client: Ashton Woods
Date: October 30, 2019
Job No: 7178-00

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 89.71 acres and to establish base zoning as SF-1 (Single Family Residential) heretofore referred to as Wilco Ranch, to-wit:

The Wilco Ranch property (approximately 89.71 acres) described as being out of the Martin Strouse Survey, Abstract No. 587, the James Shelton Survey, Abstract No. 560, and the Nathaniel Edwards Survey, Abstract No. 225, in Williamson County, Texas.

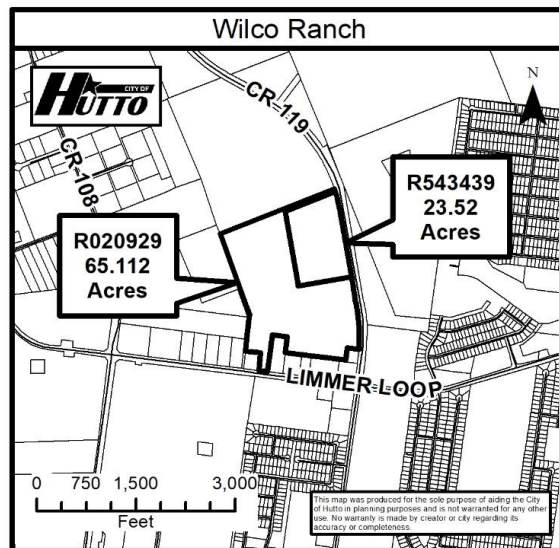
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on
February 6, 2020 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or planning@huttotx.gov

Publication Date: January 19, 2020





CITY OF HUTTO, TEXAS TASK FORCE APPLICATION

The City Council will use this application for their selection of individuals for appointments to specific task forces established to assist and advise the City Council on specific issues.

All information provided in this application is public information pursuant to the Texas Public Information Act.

All individuals appointed to serve on a Task Force will be required to complete training relative to the Texas Open Meetings Act and to the Texas Public Information Act.

Name Laurie Pruser Stockman
Telephone Numbers (Home) 512 743 1316 (Cell) 512 743 1316
Residential Address: 323 Altamont St
Email: longhornblondie99@yahoo.com
Business Address: _____
Business Telephone _____
Do you live inside the city limits of Hutto? Yes ☒ No ☐
If yes, how many years 1.5 years
Are you a registered voter? Yes ☒ No ☐
Voter Registration No. 2148012328 (Required)
Have you graduated from Hutto Citizen's University? Yes ☐ No ☒

I AM INTERESTED IN SERVING ON THE FOLLOWING TASK FORCE:

Please check the appropriate boxes. If applying for more than one Task Force, please rank your preference by number using No. 1 as your first choice.

Communications/Information Technology (IT) Task Force

Americans with Disabilities Act (ADA)/Electronic Information Resource (EIR) Task Force

- What is your occupation or area of expertise?
I have a degree in psychology with emphasis in medical psychology and I am the mother and sole caregiver for a physically impaired adult.
- Work experience applicable to the City Task Force to which you are applying.
- Have you attended a City Council meeting before? Yes ☒ No ☐
- Have you recently attended a Board or Commission meeting?
Yes ☐ No ☒
- Do you have knowledge/training regarding the applied for Task Force?
Yes ☒ No ☐ If yes, please list:
- List any experience that qualifies you to serve in the positions indicated.

- Do you have working knowledge in any of the following areas? Please check all that apply.

☐	<u>Real Estate/Development</u>
☐	<u>Manufacturing/Industrial Operations</u>
☐	<u>Business Development</u>
☐	<u>Law/Contract Administration</u>
☐	<u>Building/Construction</u>

☐	<u>Banking/Finance</u>
☐	<u>Real Estate Management</u>
☐	<u>Communications/Marketing</u>
☐	<u>Business Management</u>
☒	<u>Other:</u>

- Do you currently serve on any other City Board or Commission at this time? If so, which Board or Commission?
no

- Do you have any business or personal relationship with the City of Hutto that would affect your ability to have impartial judgment in City matters? Attach separate page, if necessary.

Yes ☐ No ☐ If yes, explain.

no

- What type of services do you feel the Task Force to which you have applied has brought/ will bring to the community? Attach separate page if necessary.

I'd like to see the City of Hutto become the most physically accessible town in the state. We'd do this by going beyond the ADA requirements and actually talk to and listen to those with the accessibility needs.

Task Force:

- 4
Task Force Application
January 2020

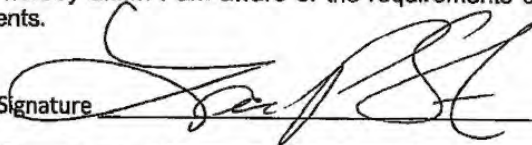
- List any civic or community activities in which you have been involved.

- What is your Volunteer Experience?

I understand that if any member of the public makes a request for information included in this application for appointment must be disclosed under the Public Information Act. I also understand that it may not be legally possible to maintain the confidentiality of such information, and I hereby release the City of Hutto, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Public Information Act.

I swear that of the statements included in my application and attached addendum, if any, are true and correct. I hereby affirm I am aware of the requirements of the position and certify that I meet those requirements.

Applicant Signature



Date 01-30-2020

All applications must be signed and submitted to the City Secretary. If there are no vacancies at the time of submittal, all applications are kept two (2) years from receipt of the application and will be destroyed as mandated.

Submit applications:

City of Hutto
Attn: Lacie Hale, City Secretary
500 W. Live Oak Street
Hutto, TX 78634
(512) 759-4839 Office

lacie.hale@huttotx.gov



The submittal and execution of the following Responsibilities of Task Force Members is a requirement of the application process.

Responsibilities of Task Force Members

To be selected as a City task force member is a high honor and provides an unusual opportunity for genuine public service. Although specific duties of each vary widely with the purpose for which they are formed, there are certain responsibilities common to all members. The following is a summary of those responsibilities.

1. Understand the role and scope of responsibility. Be informed of the task force scope of responsibility and operating procedures.
2. Be careful to represent the majority views of your task force. Individual "opinions" to the public and press are discouraged and, if given, should be identified as such.
3. Members should represent the public interest and not special interest groups.
4. Members are in a unique position of serving as a liaison between the City and its citizens and can help to reconcile contradictory viewpoints and to build a consensus around common goals and objectives.
5. Do your homework and be thorough in recommendations. View situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on careful preparation will strengthen the value of the group's recommendations.
6. Participate in continuing education opportunities offered by the City or related affiliate organizations.
7. Supportive relationships with the City Council and City staff are basic for successful operation of any task force. In contacting City personnel on items of consideration, the proper channel is through the designated City staff person providing staff support for your group.
8. Establish a good working relationship with fellow group members. Respect individual viewpoints, allow other members time to present their views fully before making comments, be open and honest, welcome new members, and strive to minimize political action on issues.
9. Council appointments to task forces are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

I acknowledge I have read the responsibilities and work on the community's behalf to uphold them.

Signature _____

Date _____

01/30/2020



**CITY OF HUTTO, TEXAS
BOARDS AND COMMISSIONS
APPLICATION**

The City Council will use this application for their selection of individuals for appointments to specific Boards and Commissions that were established to assist and advise the City Council on specific issues.

All information provided in this application is public information pursuant to the Texas Public Information Act.

All individuals appointed to serve on a Board or Commission will be required to complete training relative to the Texas Open Meetings Act and to the Texas Public Information Act.

Name John Klein

Telephone Numbers (Home) 512-636-9393 (Cell) 512-636-9393

Residential Address: 433 Little Lake Rd.

Email: JohnKlein2413@gmail.com

Business Address: 7901 E. Riverside Dr.

Business Telephone 512-326-4223

Do you live inside the city limits of Hutto? Yes ☒ No ☐

If yes, how many years 10

Are you a registered voter? Yes ☒ No ☐

Voter Registration No. 1221268407 (Required)

Have you graduated from Hutto Citizen's University? Yes ☐ No ☒

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS OR COMMISSIONS:

Please check the appropriate boxes. If applying for more than one Board or Commission, please rank your preference by number using No. 1 as your first choice. Please limit your selection to no more than three (3).

☐	<u>Economic Development Corporation</u>	☐	<u>Parks and Recreation Advisory Board</u>
☐	<u>Ethics Review Commission</u>	☒	<u>Planning and Zoning Commission</u>
☐	<u>Historic Preservation Commission</u>	☐	<u>Zoning Board of Adjustments</u>
☐	<u>Building Standards Commission</u>	☐	<u>Library Advisory Board</u>

- What is your occupation or area of expertise?
Commercial Development and Construction
- Work experience applicable to the City Board or Commission to which you are applying.
Commercial Planning, Development and Construction. Mostly publicly funded work for school districts such as Educational (K-12) Buildings. Also, have completed a few projects including Mixed Use and Hotel..
- Have you attended a City Council meeting before? Yes ☒ No ☐
- Have you attended a Board or Commission meeting for which you have applied?
Yes ☒ No ☐
- Do you have knowledge/training regarding the applied for Board or Commission?
Yes ☒ No ☐ If yes, please list:
Understanding of Development and Building Codes.
Knowledge in reading Plats, Building Plans & Land Use/Entitlements Documents.
Knowledge and Training in Land and Building Surveying
- List any experience that qualifies you to serve in the positions indicated.
I am a Project Superintendent for a Commercial General Contractor. My responsibility is to manage a Project from planning and pre-construction through final completion and warranty. My involvement begins as early as Conceptual Design with duties including; scheduling, permit procurement, estimating/budgeting, contracting/negotiation, constructibility/feasibility, business development, inspections, surveying and overall project management. This has been my profession for the past 10 years and I have worked in several AHJ's (Authorities Having Jurisdiction), that include Leander, Cedar Park, Liberty Hill, Round Rock, Pflugerville, Austin, Uhland, Buda, Travis County and Williamson County.

- Do you have working knowledge in any of the following areas? Please check all that apply.

☒ Real Estate/Development	☐ Banking/Finance
☐ Manufacturing/Industrial Operations	☐ Real Estate Management
☒ Business Development	☐ Promotions/Marketing
☒ Law/Contract Administration	☐ Business Management
☒ Building/Construction	☐ Other: _____

- Do you currently serve on any other City Board or Commission at this time? If so, which Board or Commission?

No I do not.

- Do you have any business or personal relationship with the City of Hutto that would affect your ability to have impartial judgment in City Matters? Attach separate page, if necessary.

Yes ☐ No ☒ If yes, explain.

Not currently or expected in the future. Bartlett Cocke General Contractors, my employer, does plan to propose on the Perfect Game development for CM (Construction Management) services for the developer if the project actualizes. I am an employee owner of this company and due to the sensitive nature of the project, I felt it necessary communicate in my application in an effort to be completely transparent. To be clear, I have no involvement in this project pursuit nor would I in the future.

- What type of services do you feel the Board or Commission to which you have applied has brought to the community? Attach separate page if necessary.

In addition to the experience I noted above, I enjoy communicating with residents and answering or finding answers to their questions and/or concerns. I feel I am able to communicate the details of situations simply and clearly to help make sure accurate information is being conveyed and made available. Most of our citizens don't have the time to get as involved as they'd like and need someone like the members on the Planning and Zoning Committee to keep them updated so they may have the opportunity to get involved on issues affecting them. I have noticed that the distrust of citizens typically stems from the lack of timely notice. By the time many of the citizens realize what is going on around them, it is too late and they have lost their opportunity to act and have their voice heard. I am happy to see that the City of Hutto has improved their notification process, but this will continue to be a focus of mine.

**FOR EACH BOARD OR COMMISSION TO WHICH YOU ARE APPLYING, PLEASE
COMPLETE A SEPARATE PAGE 4.**

Board or Commission: Planning and Zoning

- Do you know the purpose of the Board(s) and/or Commission(s) for which you have applied? Please provide a brief statement for each board or commission you have selected to above. Attach a separate page, if necessary.

The short term actions of the board are to be an advisory board to the City Council and perform any duties delegated by the Council. In addition, the board is to make recommendations for action on zoning and development issues and requests. The long term actions of the board are to recommend an annual annexation plan to the Council. The same goes for the several of the City Master Plans, ranging from Mobility, Utility, Zoning and Development.

- What do you hope to contribute to the community by serving on the Board and/or Commission to which you are applying? Please address each board or commission you have selected above. Attach a separate page, if necessary.

I hope to bring my integrity, experience, problem solving and ability to communicate effectively on complex issues to the board. My goal is to do the right thing, even when no one is looking by asking the right questions and hard questions to ensure the growth of the City of Hutto is done responsibly and in the best interest of its citizens and communities. Central Texas is growing faster than ever before and it is a challenge to ensure that growth respects the quality of life for our current and long term residents. I have lived within a 5 mile radius of Hutto for over 30 years and have live in Hutto for 10 of them. I am all to familiar with the growth that has occurred over the years and experienced first hand when planning strategies were and were not successful.

- List any civic or community activities in which you have been involved.
I attend Education Foundation Fund Raisers for many School Districts including Hays
ISD, RRISD, and PfISD.

- What is your Volunteer Experience?

This is my first step towards increasing my Volunteer experience. I have helped at the regional Special Olympics trials once and enjoyed the experience, but hope this will be a stepping stone for me to find additional ways to Volunteer.

I understand that if any member of the public makes a request for information included in this application for appointment must be disclosed under the Public Information Act. I also understand that it may not be legally possible to maintain the confidentiality of such information, and I hereby release the City of Hutto, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Public Information Act.

I swear that all of the statements included in my application and attached addendum, if any, are true and correct. I hereby affirm that I am aware of the requirements of the position and certify that I meet those requirements.

Applicant Signature Jay Klein Date 01/06/2020

All applications must be signed and submitted to the City Secretary. If there are no vacancies at the time of submittal, all applications are kept two (2) years from receipt of the application and will be destroyed as mandated.

Submit applications: City of Hutto
Attn: Lacie Hale, City Secretary
500 W. Live Oak Street
Hutto, TX 78634
(512) 759-4839 Office

lacie.hale@huttotx.gov



The submittal and execution of the following Responsibilities of Board and Commission Members is a requirement of the application process.

Responsibilities of Board and Commission Members

To be selected as a City board or commission member is a high honor and provides an unusual opportunity for genuine public service. Although specific duties of each vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. The following is a summary of those responsibilities.

1. Understand the role and scope of responsibility. Be informed of the individual board or commission's scope of responsibility and operating procedures.
2. Be careful to represent the majority views of your individual board or commission. Individual "opinions" to the public and press are discouraged and, if given, should be identified as such.
3. Members should represent the public interest and not special interest groups.
4. Members are in a unique position of serving as a liaison between the City and its citizens and can help to reconcile contradictory viewpoints and to build a consensus around common goals and objectives.
5. Do your homework and be thorough in recommendations. View situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on careful preparation will strengthen the value of the group's recommendations.
6. Participate in continuing education opportunities offered by the City or related affiliate organizations.
7. Supportive relationships with the City Council and City staff are basic for successful operation of any board or commission. In contacting City personnel on items of consideration, the proper channel is through the designated City staff person providing staff support for your group.
8. Establish a good working relationship with fellow group members. Respect individual viewpoints, allow other members time to present their views fully before making comments, be open and honest, welcome new members, and strive to minimize political action on issues.
9. Council appointments to boards or commissions are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

I acknowledge that I have read the responsibilities and work on the community's behalf to uphold them.

Signature _____

Date _____

6

Boards and Commissions Application
May 2019



**CITY OF HUTTO, TEXAS
BOARDS AND COMMISSIONS
APPLICATION**

The City Council will use this application for their selection of individuals for appointments to specific Boards and Commissions that were established to assist and advise the City Council on specific issues.

All information provided in this application is public information pursuant to the Texas Public Information Act.

All individuals appointed to serve on a Board or Commission will be required to complete training relative to the Texas Open Meetings Act and to the Texas Public Information Act.

Name WENDELL TELTOW

Telephone Numbers (Home) _____ (Cell) 512-636-7297

Residential Address: 127 PLANTAIN DR, HUTTO, TX 78634

Email: WETELTOW@GMAIL.COM

Business Address: _____

Business Telephone _____

Do you live inside the city limits of Hutto? Yes ☒ No ☐

If yes, how many years 3

Are you a registered voter? Yes ☒ No ☐

Voter Registration No. 1132440253 (Required)

Have you graduated from Hutto Citizen's University? Yes ☒ No ☐

- Do you have working knowledge in any of the following areas? Please check all that apply.

☐	Real Estate/Development
☐	Manufacturing/Industrial Operations
☒	Business Development
☐	Law/Contract Administration
☐	Building/Construction

☐	Banking/Finance
☐	Real Estate Management
☒	Promotions/Marketing
☒	Business Management
☐	Other: _____

- Do you currently serve on any other City Board or Commission at this time? If so, which Board or Commission?

NO

- Do you have any business or personal relationship with the City of Hutto that would affect your ability to have impartial judgment in City Matters? Attach separate page, if necessary.

Yes ☐ No ☒ If yes, explain.

- What type of services do you feel the Board or Commission to which you have applied has brought to the community? Attach separate page if necessary.

I FEEL THAT BOTH ARE IMPROVING THE QUALITY OF LIFE IN HUTTO AND WORKING WITH THE CITIZENS

- List any civic or community activities in which you have been involved.

GRADUATED FROM HUTTO UNIVERSITY

- What is your Volunteer Experience?

VOLUNTEER FOR THE CITY/CHAMBER SEVERAL TIMES DURING THE YEAR AT THEIR EVENTS

I understand that if any member of the public makes a request for information included in this application for appointment must be disclosed under the Public Information Act. I also understand that it may not be legally possible to maintain the confidentiality of such information, and I hereby release the City of Hutto, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Public Information Act.

I swear that all of the statements included in my application and attached addendum, if any, are true and correct. I hereby affirm that I am aware of the requirements of the position and certify that I meet those requirements.

Applicant Signature



Date

1/1/2019

All applications must be signed and submitted to the City Secretary. If there are no vacancies at the time of submittal, all applications are kept two (2) years from receipt of the application and will be destroyed as mandated.

Submit applications:

City of Hutto
Attn: Lisa Brown, City Secretary
401 W. Front Street
Hutto, TX 78634
(512)759-4033 Office
(512)846-2653 Fax
lisa.brown@huttotx.gov

5

Boards and Commissions Application
February 26, 2018



CITY OF HUTTO, TEXAS BOARDS AND COMMISSIONS APPLICATION

The City Council will use this application for their selection of individuals for appointments to specific Boards and Commissions that were established to assist and advise the City Council on specific issues.

All information provided in this application is public information pursuant to the Texas Public Information Act.

All individuals appointed to serve on a Board or Commission will be required to complete training relative to the Texas Open Meetings Act and to the Texas Public Information Act.

Name Brian Nicholas Thompson

Telephone Numbers (Home) _____ (Cell) (916) 293-2431

Residential Address: 5808 Livorno Cove

Email: brian.n.thompson@outlook.com

Business Address: _____

Business Telephone _____

Do you live inside the city limits of Hutto? Yes ☐ No ☒

If yes, how many years _____

Are you a registered voter? Yes ☒ No ☐

Voter Registration No. 1149875735 (Required)

Have you graduated from Hutto Citizen's University? Yes ☐ No ☒

1

Boards and Commissions Application
May 2019

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS OR COMMISSIONS:

Please check the appropriate boxes. If applying for more than one Board or Commission, please rank your preference by number using No. 1 as your first choice. Please limit your selection to no more than three (3).

☐	<u>Economic Development Corporation</u>	☐	<u>Parks and Recreation Advisory Board</u>
☐	<u>Ethics Review Commission</u>	☐	<u>Planning and Zoning Commission</u>
☐	<u>Historic Preservation Commission</u>	☐	<u>Zoning Board of Adjustments</u>
☐	<u>Building Standards Commission</u>	☐	<u>Library Advisory Board</u>
		1	

- What is your occupation or area of expertise?
Marketing and Communications
- Work experience applicable to the City Board or Commission to which you are applying.
As a current online professor at Brigham Young University - Idaho, I believe my experience in determining policies and rules for my assigned course and curriculum will serve me well in a position focused on the public library system.
- Have you attended a City Council meeting before? Yes ☐ No ☒
- Have you attended a Board or Commission meeting for which you have applied?
Yes ☐ No ☒
- Do you have knowledge/training regarding the applied for Board or Commission?
Yes ☐ No ☒ If yes, please list:
- List any experience that qualifies you to serve in the positions indicated.
At a young age, I achieved the rank of Eagle Scout in the Boy Scouts of America program. That experience alone taught me about the importance of service in any capacity.

After graduation from high school, I left on a 2-year mission trip for the Church of Jesus Christ of Latter-day Saints to the South Pacific islands of Tonga. There, I had the opportunity to serve the people of Tonga by teaching them gospel principles related to the church, as well as, assist the people in their daily tasks and in learning the English language.

I believe that these experiences assist me in being qualified to serve on the Library Advisory board that is focused on the community and its members.

- Do you have working knowledge in any of the following areas? Please check all that apply.

☐
☐
☐
☐
☐

Real Estate/Development
Manufacturing/Industrial Operations
Business Development
Law/Contract Administration
Building/Construction

☐
☐
☒
☒
☐

Banking/Finance
Real Estate Management
Promotions/Marketing
Business Management
Other: _____

- Do you currently serve on any other City Board or Commission at this time? If so, which Board or Commission?

N/A

- Do you have any business or personal relationship with the City of Hutto that would affect your ability to have impartial judgment in City Matters? Attach separate page, if necessary.

Yes ☐ No ☒ If yes, explain.
 N/A

- What type of services do you feel the Board or Commission to which you have applied has brought to the community? Attach separate page if necessary.

I think the Library Advisory board has brought a safe, fun, learning environment to the community for all ages. The amount of resources available at the Hutto Library is a direct reflection of the Advisory board and their commitment to the success and safety of the citizens of Hutto.

FOR EACH BOARD OR COMMISSION TO WHICH YOU ARE APPLYING, PLEASE
COMPLETE A SEPARATE PAGE 4.

Board or Commission: Library Advisory Board

- Do you know the purpose of the Board(s) and/or Commission(s) for which you have applied? Please provide a brief statement for each board or commission you have selected to above. Attach a separate page, if necessary.

The Library Advisory Board works toward the organization and bettering of the community. They do this by overseeing and managing the library, library programs, and library grants. They direct the policies and regulation of rules for these programs.

- What do you hope to contribute to the community by serving on the Board and/or Commission to which you are applying? Please address each board or commission you have selected above. Attach a separate page, if necessary.

I plan on living in this city with my family for a long time and I continue to want to play an active role in making sure Hutto is a great place for the citizens of our community as they learn and grow. By being apart of such a significant board, I hope to make a positive impact that can improve the library services for the community.

- List any civic or community activities in which you have been involved.
Community clean-up days - Saratoga Springs, UT/ Folsom, CA

- What is your Volunteer Experience?
- Eagle Scout - Boy Scouts of America
- Class B Volunteer - Special Olympics Utah
- Sacramento Food Bank volunteer
- Behavior Interventionist Transporter - Safeguard Adolescent Services, Inc.

I understand that if any member of the public makes a request for information included in this application for appointment must be disclosed under the Public Information Act. I also understand that it may not be legally possible to maintain the confidentiality of such information, and I hereby release the City of Hutto, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Public Information Act.

I swear that all of the statements included in my application and attached addendum, if any, are true and correct. I hereby affirm that I am aware of the requirements of the position and certify that I meet those requirements.

Applicant Signature Brian N. Thompson Date 23/ Jan./2020

All applications must be signed and submitted to the City Secretary. If there are no vacancies at the time of submittal, all applications are kept two (2) years from receipt of the application and will be destroyed as mandated.

Submit applications: City of Hutto
Attn: Lacie Hale, City Secretary
500 W. Live Oak Street
Hutto, TX 78634
(512) 759-4839 Office

lacie.hale@huttotx.gov

5
Boards and Commissions Application
MAY 2019



The submittal and execution of the following Responsibilities of Board and Commission Members is a requirement of the application process.

Responsibilities of Board and Commission Members

To be selected as a City board or commission member is a high honor and provides an unusual opportunity for genuine public service. Although specific duties of each vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. The following is a summary of those responsibilities.

1. Understand the role and scope of responsibility. Be informed of the individual board or commission's scope of responsibility and operating procedures.
2. Be careful to represent the majority views of your individual board or commission. Individual "opinions" to the public and press are discouraged and, if given, should be identified as such.
3. Members should represent the public interest and not special interest groups.
4. Members are in a unique position of serving as a liaison between the City and its citizens and can help to reconcile contradictory viewpoints and to build a consensus around common goals and objectives.
5. Do your homework and be thorough in recommendations. View situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on careful preparation will strengthen the value of the group's recommendations.
6. Participate in continuing education opportunities offered by the City or related affiliate organizations.
7. Supportive relationships with the City Council and City staff are basic for successful operation of any board or commission. In contacting City personnel on items of consideration, the proper channel is through the designated City staff person providing staff support for your group.
8. Establish a good working relationship with fellow group members. Respect individual viewpoints, allow other members time to present their views fully before making comments, be open and honest, welcome new members, and strive to minimize political action on issues.
9. Council appointments to boards or commissions are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

I acknowledge that I have read the responsibilities and work on the community's behalf to uphold them.

Signature Brian H. Thompson

Date 23/January/2020



CITY OF HUTTO, TEXAS TASK FORCE APPLICATION

The City Council will use this application for their selection of individuals for appointments to specific task forces established to assist and advise the City Council on specific issues.

All information provided in this application is public information pursuant to the Texas Public Information Act.

All individuals appointed to serve on a Task Force will be required to complete training relative to the Texas Open Meetings Act and to the Texas Public Information Act.

Name Timothy Martin

Telephone Numbers (Home) _____ (Cell) 408-687-0937

Residential Address: 216 Quail Cir

Email: tim@mst1030.com

Business Address: 115 Buescher Cove

Business Telephone 512-387-0937

Do you live inside the city limits of Hutto? Yes ☒ No ☐

If yes, how many years 4

Are you a registered voter? Yes ☒ No ☐

Voter Registration No. 1213974202 (Required)

Have you graduated from Hutto Citizen's University? Yes ☐ No ☒

I AM INTERESTED IN SERVING ON THE FOLLOWING TASK FORCE:

Please check the appropriate boxes. If applying for more than one Task Force, please rank your preference by number using No. 1 as your first choice.

☒ Communications/Information Technology (IT) Task Force

☐ Americans with Disabilities Act (ADA)/Electronic Information Resource (EIR) Task Force

- What is your occupation or area of expertise?
I am a consultant for IT, Security systems and telecommunications.
- Work experience applicable to the City Task Force to which you are applying.
I have over 20 years in the telecom industry. I am a union trained senior technician IBEW Local 332, a former USAF satellite communications technician, and spent 8 years as the physical security specialist at the Dept of Veterans Affairs in Palo Alto.
- Have you attended a City Council meeting before? Yes ☒ No ☐
- Have you recently attended a Board or Commission meeting?
Yes ☐ No ☒
- Do you have knowledge/training regarding the applied for Task Force?
Yes ☒ No ☐ If yes, please list:
Current OSHA 10/30 hour trainer.
Spent 8 years concerned with fire and life safety systems for the federal govt.
Currently a Citu of Hutto Contractor as a consultant for these systems.
- List any experience that qualifies you to serve in the positions indicated.
Please see attached resume.

- Do you have working knowledge in any of the following areas? Please check all that apply.

☐	<u>Real Estate/Development</u>	☐	<u>Banking/Finance</u>
☒	<u>Manufacturing/Industrial Operations</u>	☐	<u>Real Estate Management</u>
☐	<u>Business Development</u>	☐	<u>Communications/Marketing</u>
☒	<u>Law/Contract Administration</u>	☐	<u>Business Management</u>
☒	<u>Building/Construction</u>	☐	<u>Other:</u> _____

- Do you currently serve on any other City Board or Commission at this time? If so, which Board or Commission?

No.

- Do you have any business or personal relationship with the City of Hutto that would affect your ability to have impartial judgment in City matters? Attach separate page, if necessary.

Yes ☒ No ☐ If yes, explain.

Currently a consultant for the city.

I do feel that my insight into this committee would be an asset to the work I am doing as well as provide valuable experience and direct communications with people on this subject matter.

- What type of services do you feel the Task Force to which you have applied has brought/ will bring to the community? Attach separate page if necessary.

This task force has the capability to be a broad reaching implimentation. As such, I think it is imperitive that there be qualified and competent people on board to provide technical expertise to these systems, as well as financial understanding to help bring movement in any project.

FOR EACH TASK FORCE TO WHICH YOU ARE APPLYING, PLEASE
COMPLETE A SEPARATE PAGE 4.

Task Force: City of Hutto Communications/Technology Task F

- Do you know the purpose of the Task Force(s) for which you have applied? Please provide a brief statement for each Task Force you have selected above. Attach a separate page, if necessary.

I have read the mission statement. I believe it is a broad stroke, however I also believe that opens the door to positive change within the abilities of the committee.

- What do you hope to contribute to the community by serving on the Task Force to which you are applying? Please address each task force you have selected above. Attach a separate page, if necessary.

In the midst of all this turmoil in the city, I am often reminded of the phrase "put up or shut up". I live here, this is my city. I work here, and I have not only a fiduciary responsibility to my city but also a social one. If I wish to see positive change and growth it is better that I stand ready to serve others to enact that growth rather than wait for it to be served to me.

- List any civic or community activities in which you have been involved.
Currently the Safety officer for the Lone Star Aeronuts; a radio controlled club in Round Rock. I have worked and discussed issues about parks and field operations directly with the parks director at Round Rock for those purposes.

- What is your Volunteer Experience?

I have spent twelve years in outreach ministry. Four of those years as a student leader for high school students and eight of those years in a motorcycle ministry club based out of California. I was raised with to parents that served a philanthropic organization faithfully for over twenty years.

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I swear that of the statements included in my application and attached addendum, if any, are true and correct. I hereby affirm I am aware of the requirements of the position and certify that I meet those requirements.

Applicant Signature  Date 1-26-2020

All applications must be signed and submitted to the City Secretary. If there are no vacancies at the time of submittal, all applications are kept two (2) years from receipt of the application and will be destroyed as mandated.

Submit applications: City of Hutto
Attn: Lacie Hale, City Secretary
500 W. Live Oak Street
Hutto, TX 78634
(512) 759-4839 Office

lacie.hale@huttotx.gov



The submittal and execution of the following Responsibilities of Task Force Members is a requirement of the application process.

Responsibilities of Task Force Members

To be selected as a City task force member is a high honor and provides an unusual opportunity for genuine public service. Although specific duties of each vary widely with the purpose for which they are formed, there are certain responsibilities common to all members. The following is a summary of those responsibilities.

1. Understand the role and scope of responsibility. Be informed of the task force scope of responsibility and operating procedures.
2. Be careful to represent the majority views of your task force. Individual "opinions" to the public and press are discouraged and, if given, should be identified as such.
3. Members should represent the public interest and not special interest groups.
4. Members are in a unique position of serving as a liaison between the City and its citizens and can help to reconcile contradictory viewpoints and to build a consensus around common goals and objectives.
5. Do your homework and be thorough in recommendations. View situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on careful preparation will strengthen the value of the group's recommendations.
6. Participate in continuing education opportunities offered by the City or related affiliate organizations.
7. Supportive relationships with the City Council and City staff are basic for successful operation of any task force. In contacting City personnel on items of consideration, the proper channel is through the designated City staff person providing staff support for your group.
8. Establish a good working relationship with fellow group members. Respect individual viewpoints, allow other members time to present their views fully before making comments, be open and honest, welcome new members, and strive to minimize political action on issues.
9. Council appointments to task forces are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

I acknowledge I have read the responsibilities and work on the community's behalf to uphold them.

Signature _____

Date 1-26-2020

216 Quail Cir
Hutto, TX 78634

(408) 687-0937
Rimmysbr@gmail.com

Timothy P. Martin

Objective

To provide the best possible technical product with my full range of expertise and experience.

Experience

2013 - 2018

Student

- Full time student in a BS for construction management

2016 - current

NEWay Designs LLC

- President and head of design for NEWay Designs LLC.
- owner

2015 - current

Martin Safety Training - CEO and Manager

- CEO and Manager
- Consultation for security, contract negotiations, construction management and telecommunications
- Authorized OSHA 10 and 30 hour trainer.

2008 - 2013

U.S. Department of Veterans Affairs

Palo Alto Health Care System

Physical Security Specialist GS-11-5

- Serving as the physical security specialist for the entire Healthcare system. Responsible for the oversight, maintenance, engineering, repair, compliance and implementation of the physical access control system, door locking hardware and security recording devices.
- Area of responsibility is throughout the VAPAHCS, over 334 acres of hospital grade real estate, 3 in-patient and 12 outpatient clinics. Coordinated efforts of compliance and security with all services within the healthcare system as well as outside agencies.
- Nominated as the HSPD-12 Presidential directive co-ordinator for the PIV compliance movement of the federal government.

- Solely responsible for the PIV compliance for access control systems and associated hardware for the entire health care system.
- Design and implementation of the current Access Control system as well as the video surveillance was carried out in accordance with all local and regional requirements.
- Highest security clearance available for civil service government employees held current.
- First VA team to implement the Sielox range of products to full HSPD-12 directive compliance
- Responsible for managing the contracting and project management of all security based electronics systems

2007 - 2008
U.S. Department of Veterans Affairs
Palo Alto Health Care System
Electronics Mechanic WG-11

- Served as an electronics maintenance mechanic for the Biomedical engineering service. Duties included maintaining nurse call, fire alarm, audiovisual, security and access control equipment. Area of responsibility covered All of the VAPAHCS campuses.

References available upon request.

Training documentation available upon request, include but are not limited to:

Sielox LLC Products
Occularis Enterprise
Microsoft Networking, hardware, TCP/IP, server
IBEW Project Management, Estimating
OSHA 10 & 30 hour certification
IBEW Local #332
Sound and Communications
Systems Installer



CITY OF HUTTO, TEXAS TASK FORCE APPLICATION

The City Council will use this application for their selection of individuals for appointments to specific task forces established to assist and advise the City Council on specific issues.

All information provided in this application is public information pursuant to the Texas Public Information Act.

All individuals appointed to serve on a Task Force will be required to complete training relative to the Texas Open Meetings Act and to the Texas Public Information Act.

Name Jerica Lawyer

Telephone Numbers (Home) 512-560-3835 (Cell) 512-560-3835

Residential Address: 106 Cassandra Dr. Hutto TX 78634

Email: jericalawyer@yahoo.com

Business Address: 601 E. Pecan St. Pflugerville, TX 78660

Business Telephone 512-366-9367

Do you live inside the city limits of Hutto? Yes ☒ No ☐

If yes, how many years 9+

Are you a registered voter? Yes ☒ No ☐

Voter Registration No. 1059885807 (Required)

Have you graduated from Hutto Citizen's University? Yes ☐ No ☒

I AM INTERESTED IN SERVING ON THE FOLLOWING TASK FORCE:

Please check the appropriate boxes. If applying for more than one Task Force, please rank your preference by number using No. 1 as your first choice.

Communications/Information Technology (IT) Task Force

Americans with Disabilities Act (ADA)/Electronic Information Resource (EIR) Task Force

- What is your occupation or area of expertise?

Sales Director for Jerry Lawyer and Associates, Inc.

- Work experience applicable to the City Task Force to which you are applying.

My main focus is marketing and building our brand. Finding new ways to recruit new agents, and how to communicate effectively with them.

- Have you attended a City Council meeting before? Yes ☒ No ☐

- Have you recently attended a Board or Commission meeting?

Yes ☒ No ☐

- Do you have knowledge/training regarding the applied for Task Force?

Yes ☒ No ☐ If yes, please list:

I help with communication for the rescue group I work with along with communication and relationship building for the company I work for. I am on a committee for my company that works with other individuals on new innovated ways to share our story.

- List any experience that qualifies you to serve in the positions indicated.

As stated above I work in several capacities where I am learning new ways to reach people. We do study groups to see which ways are more effective and which ones have no results. I understand there is never an easy way to communicate with all areas, but finding ways to reach the majority and allowing them to share with the rest needs to be reviewed and discussed. I feel The City of Hutto communicates well on certain issues, but others can be fixed with a little organization.

- Do you have working knowledge in any of the following areas? Please check all that apply.

☐	<u>Real Estate/Development</u>	☒	<u>Banking/Finance</u>
☐	<u>Manufacturing/Industrial Operations</u>	☐	<u>Real Estate Management</u>
☐	<u>Business Development</u>	☒	<u>Communications/Marketing</u>
☐	<u>Law/Contract Administration</u>	☒	<u>Business Management</u>
☐	<u>Building/Construction</u>	☐	<u>Other:</u> _____

- Do you currently serve on any other City Board or Commission at this time? If so, which Board or Commission?

No

- Do you have any business or personal relationship with the City of Hutto that would affect your ability to have impartial judgment in City matters? Attach separate page, if necessary.

Yes ☐

No ☒

If yes, explain.

- What type of services do you feel the Task Force to which you have applied has brought/ will bring to the community? Attach separate page if necessary.

Several of the council members along with several community members are frustrated with the lack of communication brought by the city. I feel there is a gap with a bridge that can be made. Simple things like organizing the projects currently in the works with the city. Communicating the City Council meetings differently. Several times a special meeting is called, and if you aren't following the council page on the website, you miss it. Some council members are starting to use their facebook pages to announce things, but if you aren't following their page you can miss it. There has to be other avenues to reach the community. Allowing the community to choose to be involved or not.

FOR EACH TASK FORCE TO WHICH YOU ARE APPLYING, PLEASE
COMPLETE A SEPARATE PAGE 4.

Task Force: Communications/Technology

- Do you know the purpose of the Task Force(s) for which you have applied? Please provide a brief statement for each Task Force you have selected above. Attach a separate page, if necessary.

The main purpose from what I'm understanding is to open up different lines of communication between City Council/City/Residents. One of the biggest issues I noticed this last year was the lack of transparency about issues going on within the City. As a resident who has been apart of Hutto since June of 2000, I can safely say I have been informed of absolutely nothing that is going on, even down the road from my home. With all the tax increases, development, growth going on inside Hutto, I feel there is a solution to assure the community is informed and the City or Council isn't blindsided about issues the citizens aren't thrilled about. I feel this will also help the developers find solutions quicker for issues that the residents in the area have. I've noticed things like the Future Planning Map has changed, without information about why those changes were done. The lack of transparency is quite frustrating.

- What do you hope to contribute to the community by serving on the Task Force to which you are applying? Please address each task force you have selected above. Attach a separate page, if necessary.

Time is invaluable. My neighbors and I have spent countless hours looking for information, searching for notes on when things were approved, timelines, data, etc.. With all the data options, researches, technology that is available with this day and age, we should have easier ways to search for information, lists, etc of projects/tasks/developments that are going on in Hutto. I have spoken with Donna about a few options I personally think would be beneficial to the residents and would love to discuss other ideas I have.

- List any civic or community activities in which you have been involved.
Actively volunteer with Austin Dog Rescue
Volunteer work with Fellowship Hutto until 2017.
Member of 2020 Study Group - Learning new innovated ways to grow in Life Insurance.

- What is your Volunteer Experience?
Youth Lifegroup leader at Hutto Baptist/Crossroads/Fellowship Hutto from 2009-2017.
Foster/ Foster mentor/ Food Specialist for Austin Dog Rescue - 2013- Present
Weekend volunteer with Lockhart Animal Shelter 2018-Present

I understand that if any member of the public makes a request for information included in this application for appointment must be disclosed under the Public Information Act. I also understand that it may not be legally possible to maintain the confidentiality of such information, and I hereby release the City of Hutto, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Public Information Act.

I swear that of the statements included in my application and attached addendum, if any, are true and correct. I hereby affirm I am aware of the requirements of the position and certify that I meet those requirements.

Applicant Signature Jerica Lawyer Digitally signed by Jerica Lawyer
DN: cn=Jerica Lawyer, o=Jerry Lawyer and Associates, Inc.,
ou, email=jerica@jerrylawyer.com, c=US
Date: 2020.01.20 11:54:04 -0600 Date 01/20/2020

All applications must be signed and submitted to the City Secretary. If there are no vacancies at the time of submittal, all applications are kept two (2) years from receipt of the application and will be destroyed as mandated.

Submit applications: City of Hutto
Attn: Lacie Hale, City Secretary
500 W. Live Oak Street
Hutto, TX 78634
(512) 759-4839 Office

lacie.hale@huttotx.gov



The submittal and execution of the following Responsibilities of Task Force Members is a requirement of the application process.

Responsibilities of Task Force Members

To be selected as a City task force member is a high honor and provides an unusual opportunity for genuine public service. Although specific duties of each vary widely with the purpose for which they are formed, there are certain responsibilities common to all members. The following is a summary of those responsibilities.

1. Understand the role and scope of responsibility. Be informed of the task force scope of responsibility and operating procedures.
2. Be careful to represent the majority views of your task force. Individual "opinions" to the public and press are discouraged and, if given, should be identified as such.
3. Members should represent the public interest and not special interest groups.
4. Members are in a unique position of serving as a liaison between the City and its citizens and can help to reconcile contradictory viewpoints and to build a consensus around common goals and objectives.
5. Do your homework and be thorough in recommendations. View situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on careful preparation will strengthen the value of the group's recommendations.
6. Participate in continuing education opportunities offered by the City or related affiliate organizations.
7. Supportive relationships with the City Council and City staff are basic for successful operation of any task force. In contacting City personnel on items of consideration, the proper channel is through the designated City staff person providing staff support for your group.
8. Establish a good working relationship with fellow group members. Respect individual viewpoints, allow other members time to present their views fully before making comments, be open and honest, welcome new members, and strive to minimize political action on issues.
9. Council appointments to task forces are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

I acknowledge I have read the responsibilities and work on the community's behalf to uphold them.

Signature _____

Date _____

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

**Central Texas Clean Air Coalition
of the
Capital Area Council of Governments**

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the “CLEAN AIR COALITION”, is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments and other organizations the flexibility to select measures best-suited to their needs and resources; and
- To provide the CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Metropolitan Statistical Area (MSA) for the Austin Urbanized Area, as defined by the Office of Management and Budget (OMB).

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts (ISDs) within the MSA for the Austin Urbanized Area. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the MSA may be supporting members, only local governments or ISDs in the MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies of the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns in writing to the Committee Chair with notification to the CAPCOG liaison; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

attendance but will not be counted toward the quorum. The designated proxy will not be eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

4. If a representative is unable to attend a scheduled meeting, notification must be made to the CAPCOG Committee liaison at least two business days prior to the meeting for an absence to be excused.

New Members

CLEAN AIR COALITION membership may be expanded by majority vote of the CLEAN AIR COALITION. If a new member is eligible for more than one membership category, it may choose the membership category under which it wishes to participate.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of the calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

If a city or ISD crosses county boundaries, it will be considered located in the county where the largest number of its residents reside.

Terms

1. Officers serve one-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.
3. An officer may serve one-half of an unexpired term or less without it counting as a full term for the purposes of calculating term limits.

Vacancy

In the event an Officer is unable to fulfill his/her term, the CLEAN AIR COALITION may elect a replacement at the next regular meeting to serve the remainder of the term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Other Officers

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CAPCOG liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from jurisdictions located in three Counties constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records are the property of CAPCOG and will be maintained in accordance with CAPCOG's Records Retention Schedule. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.
3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION. Committee members will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. In the event that a Committee member acts in a manner which brings the work of the Committee into question or

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controversy, it shall be the responsibility of the CAPCOG Executive Director to address the incident and if appropriate, to recommend removal from the committee.

Sub-Committees:

The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION

CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date

An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History

Adopted January 9, 2002

Amended October 15, 2003

Amended June 26, 2009

Amended May 8, 2013

Amended February 10, 2016

Amended May 8, 2019

2019-2023 Austin-Round Rock-Georgetown MSA Regional Air Quality Plan

December 21, 2018

Prepared by the Capital Area Council of Governments

Executive Summary

The 2019-2023 Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) Regional Air Quality Plan is intended as a guide to addressing regional air pollution issues for Bastrop, Caldwell, Hays, Travis, and Williamson Counties over the next five years. The plan is designed to help the region:

- Maintain and improve outdoor air quality within the MSA;
- Reduce the impact of emissions from within the region on air quality issues in nearby areas and elsewhere; and
- Mitigate the health, environmental, economic, and social impacts of the remaining regional air pollution.

The plan identifies regional air quality issues, defines objectives for addressing these issues, establishes strategies for achieving these objectives, lays out actions that will advance these strategies, and identifies roles and responsibilities of the various organizations participation in this plan.

This plan's two key objectives are:

1. Maximizing the probability of compliance with the National Ambient Air Quality Standards (NAAQS) region-wide; and
2. Otherwise minimizing health and environmental impacts of regional air pollution.

In order to achieve these objectives, this plan calls for:

1. Implementation of controls on the emissions of nitrogen oxides (NO_x);
2. Outreach, education, and technical support to enhance NO_x emission reductions;
3. Outreach and education to reduce public exposure to ambient ground-level ozone (O₃), particulate matter (PM), and nitrogen dioxide (NO₂) when high enough to be considered "moderate" or worse based on the U.S. Environmental Protection Agency's (EPA's) Air Quality Index (AQI);
4. Ambient air monitoring;
5. Other air quality research and planning activities; and
6. Policy advocacy.

The plan was developed by the Capital Area Council of Governments (CAPCOG) Air Quality Program in consultation with the Central Texas Clean Air Coalition (CAC), the CAC Advisory Committee, and other stakeholders throughout 2018, and was adopted by the CAC in December 2018.

From September 2018 – December 2018, members of the CAC adopted commitments to participate in this plan. CAPCOG has prepared a summary of these commitments in an accompanying spreadsheet, which will be updated periodically to reflect changes in membership in the CAC or changes in the commitments by individual organizations. CAPCOG will include any such updates in an annual report that will be distributed in July of each year.

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1 Introduction

This plan is intended to:

1. Identify the air quality issues for the Austin-Round Rock-Georgetown MSA, which consists of Bastrop, Caldwell, Hays, Travis, and Williamson Counties;
2. Identify the objectives established for addressing the MSA's regional air quality issues;
3. Identify the strategies and actions that are being taken to achieve these objectives between 2019 and 2023; and
4. Explain the rationale for the objectives established for this plan, strategies undertaken to achieve these objectives, and actions needed to carry out these strategies.

This plan was developed by the Capital Area Council of Governments (CAPCOG) and adopted by CAPCOG's Central Texas Clean Air Coalition (CAC). CAPCOG is the Regional Planning Commission for State Planning Region 12 (Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties), and is a local political subdivision of the state governed by Texas Local Government Code Chapter 391. The CAC is a voluntary, unincorporated association linked with CAPCOG by a resolution adopted November 13, 2002. The CAC is led by a board of local elected officials from city and county governments that are participating in the region's air quality planning efforts.

As described in the CAC's by-laws, the purposes of the CAC are:

- To develop, adopt, and implement a clean air plan to achieve and maintain compliance with federal ground-level ozone (O₃) standards for Bastrop, Caldwell, Hays, Travis, and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments the flexibility to select measures best-suited to each community's needs and resources; and
- To provide CAPCOG's Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

1.1 Regional Air Quality Issues

Consistent with the purposes defined for the CAC in its by-laws to achieve "clean air in Central Texas," this plan addresses the following distinct air quality issues:

1. Regional compliance with the NAAQS;
2. Periodic exposure to "criteria" air pollution concentrations that EPA considers to be "moderate" or worse based on its AQI;
3. Exposure to hazardous air pollutants (HAPs);
4. Exposure to nuisance odors;
5. Environmental justice (EJ) considerations; and
6. The impact of activities within the region on air quality issues elsewhere.

1.2 Regional Air Quality Objectives and Strategies

In order to address the six issues above, this plan has two objectives:

- Primary objective: maximize the probability of compliance with the NAAQS region-wide; and
- Secondary objective: otherwise minimizing the health and environmental impacts of regional air pollution.

This section discusses how pursuit of these two objectives addresses the regional air pollution issues identified above, and what implications the use of these objectives have for guiding actions within the region.

1.2.1 Maximize the Probability of Compliance with the NAAQS Region-Wide

This plan's primary objective is to maximize the probability that all five counties in the MSA remain in compliance with all NAAQS throughout the term of this plan. The EPA is required to set the NAAQS at levels that are necessary to protect public health and the environment, so compliance with the NAAQS is important to advance both of those objectives. However, NAAQS compliance is also important to protect the region's economic growth and flexibility in transportation planning. CAPCOG has estimated that non-compliance with the O₃ NAAQS could cost the MSA's economy billions of dollars over the next 20-30 years.

All five counties in the MSA are currently *designated* "attainment/unclassifiable" for all of EPA's NAAQS, and monitoring data collected by the Texas Commission on Environmental Quality (TCEQ) from within the region through the end of 2017 also indicate that air pollution levels within the region continue to *attain* all of the NAAQS. However, the region's 2015-2017 O₃ levels were 99% of the maximum allowable under the 2015 O₃ NAAQS of 70 parts per billion (ppb), and there is a better than even chance that the region's 2017-2019 O₃ "design value" (the statistic used to compare a region's monitoring data to a NAAQS) will exceed 70 ppb. The region's O₃ levels fall into a range that this plan identifies as "near-nonattainment:" 85-100% of the maximum allowable under a NAAQS.¹ O₃ is the only pollutant for which the region would be considered "near-nonattainment" using this criterion, and is therefore the sole focus of NAAQS compliance efforts in this plan.

There are two important indicators related to compliance with the O₃ NAAQS, both of which are addressed in this plan:

1. The region's 8-hour O₃ design value, calculated as the highest 3-year average of the 4th highest daily maximum 8-hour average (MDA8) O₃ at a federal reference method (FRM) or federal equivalent method (FEM) monitoring station within the MSA; and
2. The region's attainment status for the O₃ NAAQS.

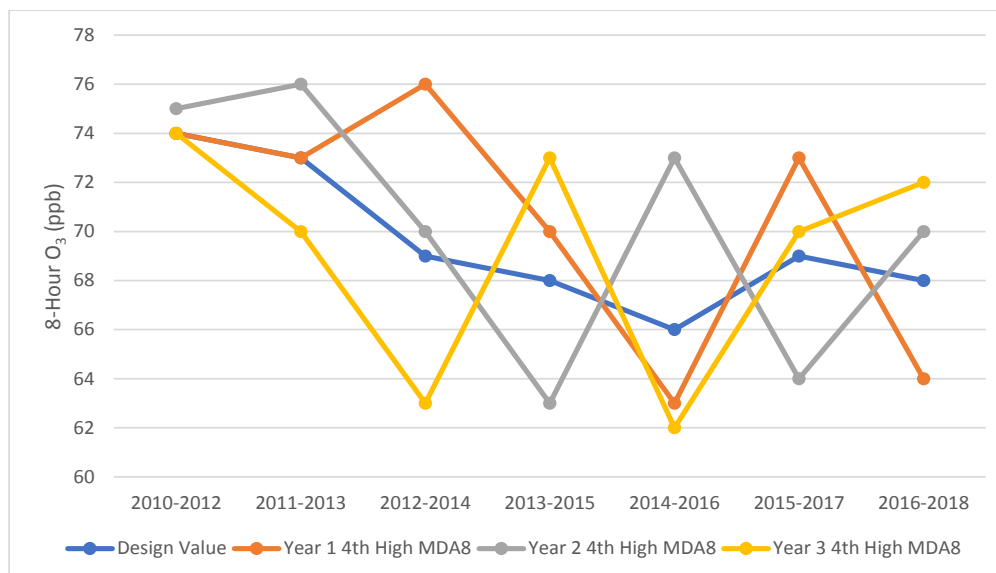
1.2.1.1 Keeping the Region's O₃ Design Value in Compliance

The good news is that the region's certified 2015-2017 O₃ design value of 69 ppb and its preliminary 2016-2018 design value of 68 ppb are both in compliance with the 2015 O₃ NAAQS of 70 ppb. Air quality modeling conducted by EPA, TCEQ, and Alamo Area Council of Governments (AACOG) also all indicate that the region's O₃ design value is expected to continue to decline between 2019 and 2023. However, these projections do not capture the significant variability that has occurred in the region's O₃ levels in recent years, as show in the figure below.

¹ While not defined in state or federal statute or regulations, this plan uses a threshold of a design value $\geq 85\%$ of the NAAQS in order to differentiate between an area that's been designated "attainment" that runs a significant risk of violating the NAAQS from an area designated "attainment" with an insignificant risk of violating the NAAQS.

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Figure 1-1. Design Value and 4th-High MDA8 O₃ 2012-2018



As these data show, while the region's design value has remained at or below 70 ppb dating back to 2014, the design value included at least one year in which the 4th-highest MDA8 O₃ was above 70 ppb in each one of those years, and the standard deviation within the 3-year time frame covered by a design value by as much as 6.51 ppb. This variation year-to-year means that there was a 38% chance that region's 2016-2018 design value would have violated the NAAQS. The 4th-highest values recorded at Continuous Air Monitoring Station (CAMS) 3 in 2017 and 2018 were 70 ppb and 72 ppb, respectively. Based on these measurements, there is a significant chance that the station's 2017-2019 design value would violate the NAAQS. With the region's O₃ levels so close to the NAAQS, even minor efforts to control O₃ can have a significant impact on the chances of the region being able to continue to ensure that its design value is meeting the NAAQS.

Controlling emissions of nitrogen oxides (NO_x) from within the region on days that are conducive to high O₃ formation is the primary way that the region can maximize the probability of keeping its design value in compliance with the NAAQS.

- The impact of anthropogenic emissions within the region on its design value is about 12-16 ppb;
- NO_x emissions account for approximately 99% of the impact of regional anthropogenic emissions on its design value, with volatile organic compounds (VOCs) emissions accounting for the remaining 1%;
- NO_x emissions are a by-product of combustion, and can be controlled through pollution control systems that chemically convert NO_x to nitrogen (N₂) and oxygen (O₂), or through reductions in the underlying emissions-generating activity;
- The impact of the NO_x emissions that do occur on peak 8-hour O₃ can also be minimized by accounting for the impact of the timing and location of the emissions on peak O₃:

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- O₃ is a seasonal pollutant, and high O₃ days tend to occur most frequently in August and September, so focusing NO_x emissions reductions efforts on these months or shifting emissions-generating activity away from these months can yield significant benefits for O₃ NAAQS compliance;
- Due to emissions-generating activity patterns throughout the week, shifting emissions-generating activities to Sunday can reduce the chances that the activity will contribute to high O₃ concentrations;
- A ton of NO_x emissions in Travis County have about 3 times the impact on the region's design value as a ton of NO_x emissions in any of the other four counties in the MSA due to the proximity of these emissions to TCEQ's regulatory monitors and the higher probability of those emissions impacting O₃ levels within Travis County on any given day; and
- A ton of NO_x emissions reductions occurring between 9 am and 11 am would be expected to have about 3 times the impact of NO_x reductions between 7 am and 9 am or between 11 am and 2 pm.

Air quality modeling conducted by CAPCOG showed that emissions from within the region account for about 12 – 18 ppb of the region's 2017 O₃ design value of 69 ppb. The remaining O₃ is attributable to emissions from outside of the metro area and "background" levels of O₃. Since the region's emissions account for only about 20-25% of the ambient O₃ experienced within the region, it is important to understand the limited ability of the region to take actions to keep its O₃ air pollution levels in compliance with the NAAQS. Therefore, rather than setting a specific target for ambient O₃ levels for the region, the CAC established an O₃ pollution control target of 0.70 – 1.00 ppb for this plan. In practice, this means that this plan is intended to achieve a 0.70 – 1.00 ppb reduction in the region's 4th-highest MDA8 O₃ for each year of the plan compared to what the O₃ concentration would be without the measures identified in the plan.

These pollution reduction targets are substantial enough to potentially make the difference in the region's O₃ NAAQS compliance if its O₃ levels continue to hover near the 2015 O₃ NAAQS level of 70 ppb. While even a 0.1 ppb reduction in O₃ could theoretically make the difference in a region's compliance status, the 0.70 ppb and 1.00 ppb levels are useful benchmarks for this plan because they correspond to the impact thresholds EPA uses to determine whether or not one state's emissions may be "significantly" contributing to air pollution problems in another state. To the extent that the region may find itself needing to make a case to EPA that it is achieving a significant level of NO_x control through existing measures, these impact levels would be useful points of comparison. This level of control would represent about 4-8% of the total impact of local emissions on its own O₃ design value.

The CAC established these as aspirational targets intended to motivate members to go beyond what measures they may be already implementing. Establishing these types of targets defines the degree of risk minimization that the CAC wishes to achieve through pollution reduction measures. It reflects the reality that the CAC does not have the ability to fully determine what the region's design value is year-by-year. This target also is useful in that it can be used regardless of the level at which the NAAQS is set – it would still be the target for pollution reduction from the region even if EPA tightens the O₃ NAAQS in 2020.

CAC members can help the region achieve this target both directly and indirectly:

- Directly by reducing emissions from sources they control (such as fleets and stationary combustion sources);

- Indirectly reducing emissions from sources that they have a significant influence over (such as reducing single-occupancy vehicle commuting from employees or reducing electricity consumption);
- Indirectly reducing emissions through outreach and education efforts that expand the number of people and organizations willing to take actions to reduce emissions or enhance the magnitude of emission reductions achieved by people and organizations already taking action to reduce emissions; and
- Indirectly reducing emissions and O₃ transported into the region through policy advocacy at the local, state, and federal level.

1.2.1.2 Other Efforts Targeted at Avoiding a Nonattainment Designation

The most important factor in determining whether an area is designated nonattainment or not is if it has an FRM or FEM monitor showing a violation of the NAAQS at the time EPA completes its initial round of designations. It is unusual for EPA to designate an area as nonattainment if the area was in compliance with the NAAQS at the time it completed its initial round of designations but subsequently violates the NAAQS. For example, EPA declined to designate the San Antonio area as “nonattainment” for the 2008 O₃ NAAQS in 2013, 2014, 2015, or 2016, despite the area’s 2012, 2013, 2014, and 2015 design value exceeding the NAAQS. Throughout this period, EPA did not designate the area as “nonattainment” despite a lawsuit from environmental groups seeking to force it to do so.² Based on this history, it appears unlikely that EPA would go out of its way on its own accord to designate any of the counties in the MSA as “nonattainment” for the 2015 O₃ NAAQS if the region recorded a violation of the NAAQS for 2017-2019. However, it is important to realize that there is no specific legal protection for the region from a nonattainment designation if that did occur.

Dating back to the region’s participation in EPA’s Early Action Compact (EAC) program, the CAC has taken the stance that in addressing any NAAQS compliance issues, voluntary efforts should first be given the chance to achieve any needed air quality improvements before EPA turns to a nonattainment designation if possible. Due to the significant and long-lasting regulatory impacts of a nonattainment designation, the CAC has made it a priority to support actions that could help all of the counties in the region avoid a nonattainment designation.

Section 107(d)(3) of the Clean Air Act specifies that, “on the basis of air quality data, planning and control considerations, or any other air quality-related considerations the Administrator deems appropriate,” the EPA may initiate a process to redesignate an area from “attainment” to “nonattainment.” Similarly, EPA’s guidance for area designations for the 2015 O₃ NAAQS includes consideration of air quality data, emissions and emissions-related data, meteorology, geography and topography, and jurisdictional boundaries. Ensuring that adequate information is available to inform EPA designation decisions is important to mitigating the risk of any out-of-cycle nonattainment designations for the 2015 O₃ NAAQS and for any potential nonattainment designations for the upcoming 2020 O₃ NAAQS, which would be expected to be finalized in 2022 or 2023.

With this in mind, the following types of activities would be supportive of maximizing the probability of compliance with the NAAQS beyond pollution reduction activities to the extent that “compliance” means avoiding a nonattainment designation:

² The U.S. Court of Appeals for the D.C. Circuit eventually ruled in favor of EPA’s decision in this case.

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- Collecting ambient O₃ air quality and meteorological data throughout the region to supplement TCEQ's O₃ monitoring efforts, since these data may show some counties having air quality attaining the NAAQS even if air quality in an adjacent county or region does not;
- Documenting efforts undertaken within the region to control emissions and refining emissions estimates for the region in order to reflect levels of control that are being achieved;
- Conducting data analysis in support of exceptional events demonstrations (which can lead to certain data influenced by events like wildfires being excluded from a design value), assessment of O₃ impacts of control strategies, and assessment of the factors that contribute to high O₃ in the region;
- Conducting on-going planning activities to take advantage of the latest data related to O₃ and emissions for the region, emissions-related trends within and near the MSA, and new plans and information from CAC members; and
- Policy advocacy focused on:
 - Ensuring that the region has adequate resources to undertake such efforts;
 - Rules that would be conducive to allowing flexibility for areas to avoid a nonattainment designation if at all possible; and
 - Persuading EPA to avoid designating any county in the MSA as nonattainment (and persuading TCEQ to avoid recommending that any county in the MSA be designated nonattainment) if any such situation arises.

If these efforts fall short, the CAC has also historically supported efforts to minimize the regulatory burden of a nonattainment designation, including:

- Getting the area redesignated to "attainment" as fast as possible and in particular, avoiding any "bump-up" in classification as a result of failing to attain the NAAQS by the attainment date; and
- Maximizing regulatory flexibility to avoid regulations that may be unnecessary or inefficient at helping the region attain the NAAQS quickly.

1.2.2 Minimizing Health and Environmental Impacts of Air Pollution Generally

This plan calls for actions that help minimize the health and environmental impacts of regional air pollution beyond actions targeted at NAAQS compliance. **As described above, actions that could advance this objective include:**

- Reducing emissions of precursors to criteria air pollutants in order to reduce concentrations of O₃, PM, and NO₂, particularly when they are expected to reach levels considered "moderate" or "unhealthy for sensitive groups;"
- Conducting outreach designed to encourage the public to take actions to help sensitive populations protect themselves from adverse health impacts from O₃, PM, and NO₂ air pollution when it reaches levels considered "moderate" or "unhealthy for sensitive groups;"
- Reducing emissions of acetaldehyde, benzene, carbon tetrachloride, and formaldehyde region-wide in order to reduce cancer risks from ambient levels of these pollutants in the region;
- Studying other issues related to air toxics and nuisance odors, particularly where there may be localized issues;

- Addressing environmental justice considerations by: a) accounting for cumulative exposure to various pollutants within the region, b) using EPA’s EJ screen and similar tools for identifying groups within the region that may be experiencing a disproportionate burden of air pollution, and c) considering factors like the percentage of the population without health insurance that may impact a group’s ability to address health impacts from air pollution when they do occur;
- Supporting efforts to reduce the region’s contribution to criteria air pollution in adjacent areas, visibility impairment in federal Class I areas, and global concentrations of greenhouse gases when they align with efforts to reduce ambient air pollution concentrations within the region; and
- Continue tracking scientific developments and information on all types of air pollution relevant to the region.

1.2.3 Summary of Strategies that Will be Undertaken to Achieve Objectives

While there are a wide array of actions and strategies identified in sections 1.3.1 and 1.3.2 that could help achieve these objectives, this plan focuses on six general strategies:

1. Implementation of NO_x Emissions Control Measures;
2. Outreach, Education, and Technical Support to Enhance NO_x Emission Reductions;
3. Outreach and Education to Reduce Exposure to Ambient O₃, PM, and NO₂ Pollution when Levels are “Moderate” or Worse;
4. Ambient Air Monitoring;
5. Other Air Quality Research and Planning Activities; and
6. Policy Advocacy.

1.3 The Clean Air Coalition

The Central Texas Clean Air Coalition of CAPCOG, otherwise known as the Clean Air Coalition or CAC, is a voluntary, unincorporated association that was formed in association with CAPCOG on November 13, 2002. The purpose of the CAC is:

- To develop, adopt, and implement a clean air plan to achieve and maintain compliance with federal ground-level O₃ standards for Bastrop, Caldwell, Hays, Travis, and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments the flexibility to select measures best-suited to each community’s needs and resources; and
- To provide CAPCOG’s Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

The CAC consists of both “general members” and “supporting members.” “General members” are city governments, county governments, and independent school districts that have made a specific commitment to participate in the regional air quality plan and appoint a member of its city council or commissioners’ court to serve as a voting representative on the CAC. “Supporting members” include any

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other organization that supports the purpose of the CAC and agrees to report their actions in support of the regional air quality plan to the CAC and CAPCOG. All five county governments and all but two of the home-rule cities in the MSA are general members of the CAC, and a number of other public, private, and non-profit organizations are supporting members.

In September 2018, CAPCOG sent out letters to each current CAC member and a number of other organizations to seek commitments to participate in the new regional air quality plan.

Organizations that have committed to participating in this plan as of December 21, 2018, include:

- All five county governments in the MSA:
 - Bastrop, Caldwell, Hays, Travis, and Williamson Counties;
- All but one of the home-rule cities in the MSA and one additional general-law city:
 - The cities of Austin, Bastrop, Bee Cave, Buda, Cedar Park, Elgin, Georgetown, Hutto, Kyle (new), Lago Vista (new), Lakeway, Leander, Lockhart, Luling, Pflugerville, Round Rock, San Marcos, Sunset Valley, and Taylor;
- Five regional government agencies:
 - CAPCOG, Capital Area Metropolitan Planning Organization (CAMPO), Capital Metropolitan Transportation Authority (CapMetro), Central Texas Regional Mobility Authority (CTRMA), and Lower Colorado River Authority (LCRA);
- Three state agencies:
 - TCEQ, Texas Department of Transportation (TxDOT), and Texas Parks and Wildlife Department (TPWD);
- Two federal agencies:
 - EPA and the Federal Highway Administration (FHWA);
- Four non-profit organizations:
 - CLEAN AIR Force of Central Texas; Lone Star Clean Fuels Alliance (LSCFA), the Lone Star Chapter of the Sierra Club, and the Texas Chapter of Public Citizen;
- Two private sector owners/operators of large point sources:
 - Austin White Lime and Texas Lehigh Cement Company.

Each organization's role and a summary of its participation in this plan are listed in appendices C and D, respectively. CAPCOG has also developed more accompanying detailed spreadsheet listing each organization's specific commitments. CAPCOG will update the list above, appendices C and D, and the related spreadsheet as needed to keep information on participants and participation current.

1.3.1 General CAC Members:

As described in the CAC's by-laws, **General members** are local governments or Independent School Districts within the MSA. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures. Each of the general members appoints an elected official to serve on the CAC's governing board. The five county governments and all of the city governments other than Lago Vista, Sunset Valley, and Taylor are general members of the CAC.

1.3.2 Supporting CAC Members

Supporting members act within their organizations to support the purpose of the CAC and report their actions to the CAC or CAPCOG liaison upon request. The cities of Lago Vista, Sunset Valley, and Taylor are all supporting members of the CAC, as are all of the other organizations participating in this plan.

1.3.3 Staff Liaisons

The governing board or chief administrative officer of each CAC member organization designates a staff point of contact to facilitate communications between CAPCOG and the organization on air quality issues and to report information to CAPCOG on the implementation of air quality measures. CAC members may also designate “backup” staff liaisons. CAPCOG will request the organization’s confirmation of staff liaisons at least once every two years at the time when new terms for general CAC member representatives begin (i.e., at the beginning of each even-numbered year). CAC liaisons are eligible to serve on the CAC Advisory Committee, described below.

1.3.4 CAC Advisory Committee

The CAC Advisory Committee is a committee of CAC staff liaisons to provide policy and technical advice to the CAC. CAPCOG plans to establish the CAC Advisory Committee as a formal CAPCOG Advisory Committee during the 1st half of 2019.

2 Strategy #1: Implementation of NO_x Emissions Control Measures

Implementation of NO_x emission control measures within the MSA supports both of this plan’s objectives. It includes both measures that directly reduce NO_x emissions and measures that indirectly reduce emissions from activities that a CAC member can significantly influence. NO_x controls include measures that reduce the overall mass of NO_x emitted across the year, during O₃ season, or on individual days, but they can also include measures that minimize the impact of the NO_x emissions that do occur on peak O₃ days by changing the timing or location of the emissions. NO_x reductions implemented by CAC members or the public are necessary for reducing the region’s O₃ design value and reaching the 0.70 – 1.00 ppb target for O₃ reductions established by the CAC for this plan. Beyond their benefit for compliance with both the current and any future O₃ NAAQS, NO_x emissions controls also:

- Reduces design values for NO₂, particulate matter smaller than 2.5 microns (PM_{2.5}), and particulate matter smaller than 10 microns (PM₁₀), thereby further reducing the small risks associated with non-compliance with these NAAQS;
- Reduces the number of days when NO₂, O₃, PM_{2.5}, and PM₁₀ concentrations would reach levels considered “moderate” or “unhealthy for sensitive groups;”
- Reduces the peak concentrations of NO₂, O₃, PM_{2.5}, and PM₁₀ when concentrations do reach levels considered “moderate” or “unhealthy for sensitive groups;” and
- Reduces the region’s contribution to health and environmental impacts of NO₂, O₃, PM_{2.5}, and PM₁₀ concentrations in other areas.

Actions taken to reduce NO_x emissions usually also have a number of other co-benefits:

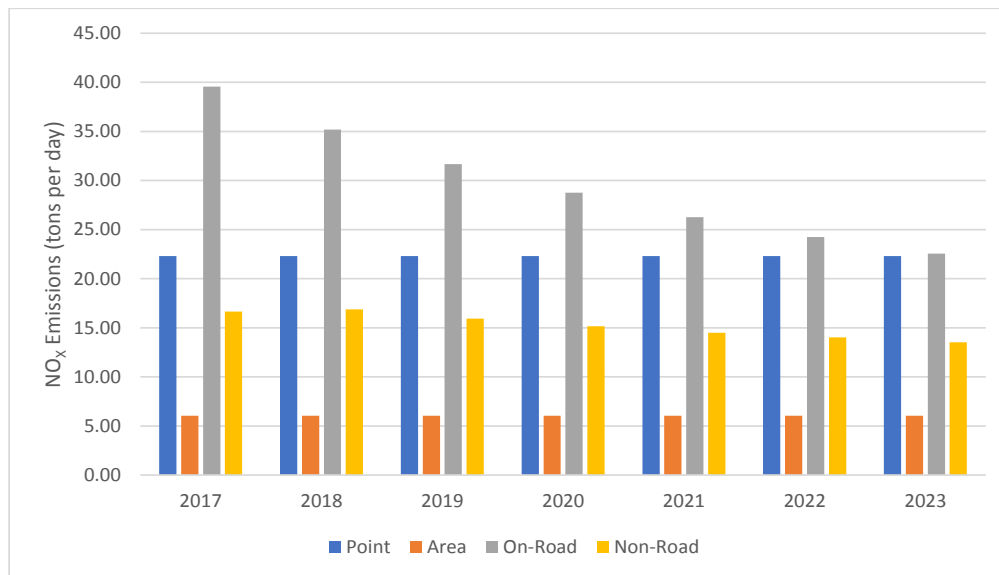
- Actions taken to reduce underlying NO_x emissions-generating activity usually:
 - Reduce fossil fuel consumption and associated environmental impacts from extraction, processing, and transporting these fuels; and
 - Reduce direct emissions of all other combustion-related pollutants, including CO, CO₂, CH₄, NH₃, Pb, PM_{2.5}, PM₁₀, SO₂, and VOC;

- Actions taken to reduce NO_x rates usually reduce emissions of other pollutants, especially if the action involves replacing an older combustion source with a newer combustion source that must meet stricter mobile source standards or new source performance standards (NSPS).

2.1 Sources of NO_x Emissions

Anthropogenic NO_x emissions are a result of combustion. Within the MSA, on-road sources are the primary source of NO_x emissions. However, by 2023, on-road and point source emissions are expected to be roughly equal due to on-going reductions in mobile source emissions from federal engine standards and fleet turnover.

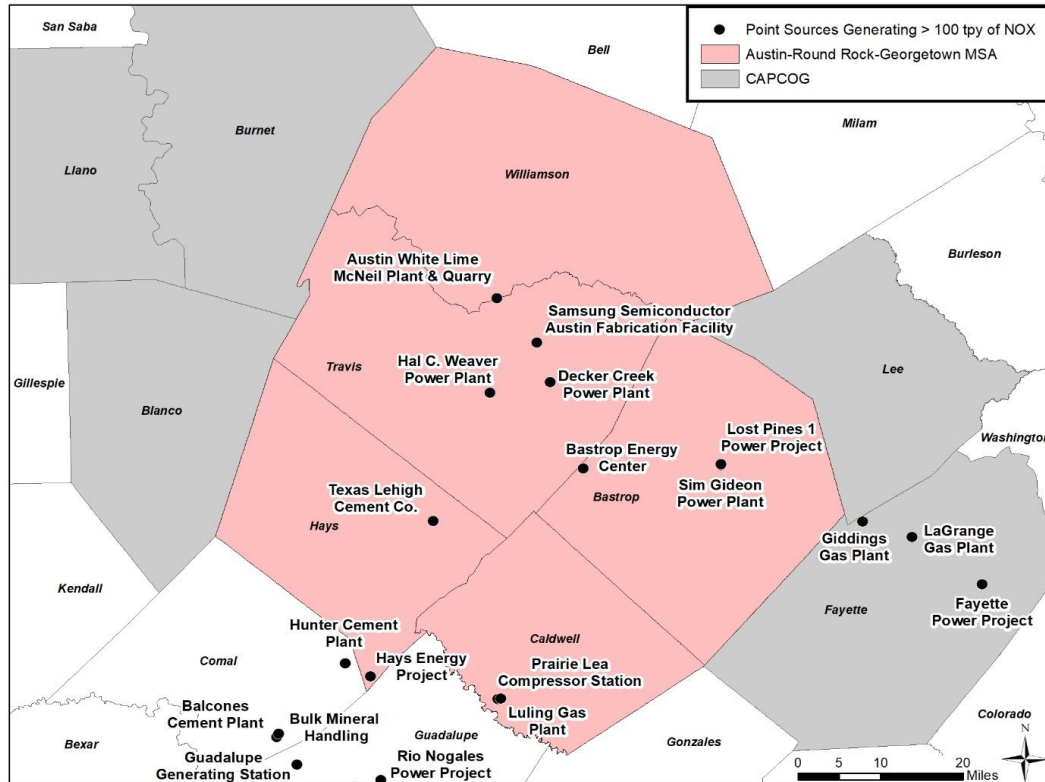
Figure 2-1. Estimated NO_x Emissions on Peak O₃ Days, 2017-2023



The following map depicts the MSA, and surrounding area along with the location of all “major” point sources of NO_x emissions. For this plan, a “major” point source of NO_x emissions is defined as a facility that reported emitting at least 100 tons per year (tpy) of NO_x in 2016 to TCEQ as part of their annual emissions inventory. The map below excludes the Sandow Power Plant in Milam County due to its closure in early 2018.

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Figure 2-2. Major Point Sources of NO_x Emissions in and Near the Austin-Round Rock-Georgetown MSA



One of the unique successes of the planning effort in the MSA over the years has been the participation of owners and operators of major point sources within the region. There are 11 major point sources of NO_x located within the MSA. Seven of them are either owned by CAC members (Austin White Lime, City of Austin: Decker Creek Power Plant, LCRA: Sim Gideon Power Plant and Lost Pines Power Plant, and Texas Lehigh Cement Company) or are participating in the Clean Air Partners Program (Samsung and University of Texas: Hal Weaver Power Plant). These seven point sources account for the vast majority of the MSA's point source NO_x emissions on average O₃ season days (OSDs). A majority of the population in the region also lives in a city with a municipally-owned power utility, which affords the CAC a broader ability to address NO_x emissions through direct controls on generating assets, onsite renewable energy, energy storage, demand-side management, and energy conservation.

2.2 Continuation of Existing State Controls

This plan counts on the continuation of a number of existing state-level emission reduction and control measures applicable to sources in the MSA that reduce or limit NO_x emissions. Many of these measures have been incorporated into the State Implementation Plan (SIP) as a part of the state's strategy to attain and maintain compliance with the NAAQS throughout the state, including:

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- The vehicle emissions inspection and maintenance (I/M) program in Travis and Williamson Counties (30 TAC Chapter 114, Subchapter C, Division 3);
- Texas Low-Emission Diesel (TxLED) in 110 counties in central and eastern Texas including all five counties in the MSA (30 TAC Chapter 114, Subchapter H, Division 2);
- California standards for large non-road spark-ignition engines (30 TAC Chapter 114, Subchapter E, Division 3);
- Rules allowing for TCEQ to enter into Memoranda of Agreement with local jurisdictions to enforce heavy-duty vehicle idling restrictions (30 TAC Chapter 114, Subchapter J, Division 2);
- The Texas Emission Reduction Plan (TERP) Diesel Emission Reduction Incentive (DERI) grant program, which is available to 42 counties in nine metro areas in the state, including the Austin-Round Rock-Georgetown MSA (30 TAC Chapter 114, Subchapter K, Division 3);
- The TERP Clean School Bus (CSB) program, which is available statewide (30 TAC Chapter 114, Subchapter K, Division 4);
- The TERP Texas Clean Fleet Program (TCFP), which is available to the same 42 counties eligible for the DERI program, as well as 21 additional counties located between the Dallas-Fort Worth (DFW), Houston, and San Antonio metro areas (30 TAC Chapter 114, Subchapter K, Division 5);
- NO_x emission limits at electric generating units (EGUs) in Bastrop and Travis Counties (30 TAC Chapter 117, Subchapter E, Division 1);
- NO_x emission limits at cement kilns in Hays County (30 TAC Chapter 117, Subchapter E, Division 2); and
- NO_x emission limits for new water heaters, small boilers, and process heaters sold statewide after 2004 (30 TAC Chapter 117, Subchapter E, Division 2).

More information on EPA's approved regulations in the Texas SIP is available here:

<https://www.epa.gov/sips-tx/epa-approved-regulations-texas-sip-0>. In some cases, including the rules for the TERP grant programs statutory changes adopted by the Texas Legislature in 2017 may not have been incorporated into the SIP yet.

Perhaps most notable among these rules are the vehicle I/M rules applicable to Travis and Williamson Counties. These rules were adopted by TCEQ as part of the 2004 EAC SIP at the request of each county and its largest city. These are the only two counties in the state that have an I/M program that was not required to have one as a result of a nonattainment designation, and – to CAPCOG's knowledge – are by far the two largest counties in the country that have an I/M program that are not required to have one. An I/M program would have only been required for if the area was classified as a "moderate" or worse O₃ nonattainment area, and even then, the program would only be required to cover the Austin urbanized area as of 1990 if the region was classified as "moderate." This measure therefore not only goes further than what would be required if the region was designated "nonattainment," it goes further even than what would be required if the region was designated "nonattainment" with a "moderate classification." This measure accounts for more than a 10% reduction in NO_x emissions from gasoline vehicles.³

³ Note: in Spring 2018, at the request of several stakeholders, CAPCOG estimated the emission reductions and O₃ impact of expanding the I/M program to Bastrop, Caldwell, and Hays Counties, but found that the incremental O₃

Section 110(l) of the Clean Air Act states that “the [EPA] Administrator shall not approve a revision of a plan if the revision would interfere with any applicable requirement concerning attainment and reasonable further progress, or any other applicable requirement of this chapter.” Given how close the region is to violating the O₃ NAAQS, any loosening or revocation of these regulations for the MSA could interfere with the MSA’s continued attainment of the O₃ NAAQS and put the region’s attainment status at risk. Any reduced funding to TERP programs generally, and the DERI program specifically, or reduced allocation of these funds to projects in the MSA would also increase the risks to the region’s attainment status.

In addition to these rules and programs, there are other state measures that haven’t been incorporated into the SIP, but which can control NO_x emissions within the region. These include:

- Maximum allowable emission rates for NO_x emissions incorporated into prevention of significant deterioration (PSD) and minor source new source review (NSR) point source permits;
- NO_x emissions limits in standard permits and permits-by-rule;
- The TERP Light-Duty Motor Vehicle Purchase or Lease Incentive Program (LDPLIP), which is available statewide (30 TAC Chapter 114, Subchapter K, Division 2);
- The TERP New Technology Implementation Grant (NTIG) program;
- The TERP Texas Natural Gas Vehicle Grant (TNGVGP); and
- The TERP Alternative Fueling Facilities Program (AFFP)

Historically, the TERP programs listed above have not been as cost-effective at reducing NO_x emissions as the DERI program. However, these other programs continue to be funded by the legislature and TCEQ and the MSA continues to receive funding through these programs. Therefore, to the extent that funding continues to be directed to these programs, any reduction in the allocation of funding to the MSA would reduce the amount of NO_x emissions achievable within the region.

2.3 Texas Volkswagen Environmental Mitigation Program

On November 16, 2018, TCEQ finalized its *Beneficiary Mitigation Plan for Texas* for the Volkswagen (VW) Environmental Mitigation Trust.⁴ TCEQ’s goals for the plan include the following:

1. Reduce NO_x Emissions;
2. Reduce the Potential for Exposure of the Public to Pollutants;
3. Prepare for Increased and Sustained Use of Zero Emission Vehicles (ZEV); and
4. Complement Other Incentive Funding Programs.

TCEQ’s plan includes two incentive programs available to the MSA:

- Priority Area Vehicle/Equipment Replacement and Repower Projects (\$16.3 million allocated to the MSA):
 - Class 4-8 Local Freight Truck Replacement/Repower Projects;
 - Class 7-8 Refuse Vehicle Replacement/Repower Projects;

design value benefit of less than 0.1 ppb would not be enough to justify the significant effort that would be required to do so. This information was presented in workshops CAPCOG conducted on May 31 and June 1, 2018.

⁴ TCEQ. *Volkswagen Environmental Mitigation Trust Beneficiary Mitigation Plan for Texas*. November 2018. RG-537. Available online at: https://www.tceq.texas.gov/assets/public/comm_exec/pubs/rg/rg-537.pdf

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- Class 4-8 School Bus Replacement/Repower Projects;
- Class 4-8 Transit and Shuttle Bus Replacement/Repower Projects;
- Electric Forklifts and Port Cargo Handling Equipment; and
- Electric Airport Ground Support Equipment.
- Statewide light-duty ZEV supply equipment funding (\$31.2 million)
 - Electric charging infrastructure; and
 - Hydrogen fueling infrastructure.

TCEQ has indicated that it plans to start opening grant rounds for these incentive programs in early 2019. CAPCOG will notify CAC members of these grant opportunities, assist them with applications upon request, and keep track of grant funding awarded through monthly air quality newsletters and the annual air quality report.

2.4 EPA Emission Reduction Grants

In addition to TERP grants and VW grants, EPA also has an emission reduction incentive grant program: Diesel Emission Reduction Act (DERA) grants. These grants are usually made available annually nationwide, and some or all of the counties in the MSA have been identified as priority areas for these grants in the past. For the 2019 grant round, Travis and Williamson Counties are identified as priority areas based on EPA's 2011 National Air Toxics Assessment (NATA).⁵

The most recent request for proposals (RFP) provided \$40 million for exhaust controls, cleaner fuels, engine upgrades, verified idle reduction technologies, verified aerodynamic technologies, low-rolling resistance tires, certified engine replacements, and/or certified vehicle or equipment replacement for the following vehicle and equipment types:

- Class 5-8 heavy-duty highway vehicles
- Marine engines
- Locomotives
- Nonroad engines and vehicles used in construction
- Nonroad engines and vehicles used in handling of cargo (including a port or airport)
- Nonroad engines and vehicles used in agriculture
- Nonroad engines and vehicles used in mining or energy production (including stationary generators and pumps)

CAPCOG will evaluate the 2019 RFP and future RFPs, inform CAC members about the opportunity, and either prepare a regional grant application on behalf of local partners or provide technical assistance to local partners to apply directly to EPA for this funding.

2.5 Regional and Local Measures Implemented by CAC Members

Beyond the O₃ reduction impact of continuing the state-level measures applicable to the region, additional local and regional actions would be needed to achieve the 0.7 – 1.0 ppb reduction in peak O₃ levels. Assuming that the I/M program, TxLED, and TERP programs remain in place and achieved the 0.3

⁵ <https://www.epa.gov/sites/production/files/2018-04/documents/fy18-priority-counties-national.pdf>

– 0.4 ppb O₃ reductions described in the Technical Support Document (TSD), an additional 0.3 – 0.7 ppb reduction in O₃ through measures implemented within the region is needed from 2019 - 2023.

The CAC plans to reach this pollution reduction target through implementation of a number of measures targeting emissions from personal vehicles, commercial vehicles and non-road equipment, power plants, and other stationary sources. Each CAC member has selected measures that it commits to implement during the term of this plan, and will provide annual updates to CAPCOG on the status of these measures.

These measures are grouped into three categories:

- Tier 1 measures: these are low-threshold best practices that should not necessarily require the use of financial resources, but instead involve an organizational focus on air pollution;
- Tier 2 measures: these are also best practices, but go beyond Tier 1 measures and would require some outlay of resources; and
- Other measures: there are a number of other measures that were identified by CAC members that they intend to implement other than the Tier 1 or Tier 2 measures.

2.5.1 Tier 1 Pollution Reduction Measures

The following list identifies the Tier 1 pollution reduction measures for this plan, organized by the source of emissions targeted. Additional details about these measures are available in an emission reduction measure guide that accompanies this plan.

- Measures to reduce air pollution from the use of personal vehicles:
 - Where feasible, encourage employees to telecommute at least once a week and on all O₃ Action Days;
 - When employees are not telecommuting, encourage them to take low-emission modes of transportation, such as carpooling, vanpooling, transit, biking, and walking; and
 - Where flexible schedules are allowed, encourage employees to consider work schedules with start times earlier than 8 am rather than later in the morning due to the higher impact of emissions on O₃ levels later in the morning.
- Measures to reduce air pollution from the use of fleet/commercial vehicles and equipment:
 - Establish and enforce idling restriction policies for use of the organization's vehicles, equipment, and property;
 - Establish fleet management policies that prioritize the use of vehicles and equipment with low NO_x rates;
 - Educate fleet users on driving and equipment operation practices that can reduce NO_x emissions; and
 - Seek funding to accelerate replacement of older, higher-emitting vehicles and equipment with newer, cleaner vehicles and equipment, such as TERP grants.
- Measures to reduce air pollution from power plants and other stationary combustion sources:
 - Conserve energy, particularly on O₃ Action Days; and

- Schedule discretionary emission-generating activities such as engine testing to the afternoon, particularly on O₃ Action Days.

2.5.2 Tier 2 Pollution Reduction Measures

The following list identifies the Tier 2 pollution reduction measures for this plan, organized by the source of emissions targeted. Additional details about these measures are available in an emission reduction measure guide that accompanies this plan.

- Measures to reduce air pollution from the use of personal vehicles:
 - Provide incentives to employees to avoid single-occupancy vehicle commuting, particularly on O₃ Action Days.
- Measures to reduce air pollution from the use of fleet/commercial vehicles and equipment:
 - Establish low-NO_x purchasing policies for new on-road vehicles, non-road equipment, and stationary equipment;
 - Establish “green” contracting policies to encourage the use of low-NO_x vehicles and equipment and avoid the use of engines during the morning on O₃ Action Days;
 - Purchase higher-grade gasoline with lower sulfur content in August and September; and
 - Enforce vehicle idling restrictions within the community [either through an ordinance if a city or a memorandum of agreement with TCEQ if a county].
- Measures to reduce air pollution from power plants and other stationary combustion sources:
 - Optimize combustion and pollution controls for NO_x reductions, particularly on O₃ Action Days and between 9 am and 3 pm.

2.5.3 Other Pollution Reduction Measures

Other pollution reduction measures implemented by CAC members or planned to be implemented by CAC members. These include:

- Energy demand management measures implemented by local utilities and other organizations:
 - Reductions in electricity consumption;
 - Distributed generation of zero-emission energy; and
 - Purchases of zero-emission energy from the grid.
- Closure of electric generating units (For example, Austin Energy plans to close Decker Creek Power Plant units 1 and 2 in 2020 and 2021).
- Measures that affect commuter decisions:
 - Provision of transit services;
 - Provision of vanpooling services;
 - Allowing flexible work schedules;
 - Allowing compressed work week schedules;
 - Allowing telecommuting;
 - E-government; and

- Direct deposit.
- Transportation system management and infrastructure improvements:
 - Improve traffic signalization;
 - Enhance incident management systems;
 - Intelligent transportation systems;
 - Roadway and congestion pricing (MoPac expressway); and
 - Paving of unpaved roads.
- Using alternative-fueled (not gasoline or diesel) vehicles and non-road equipment:
 - Electric vehicles and equipment; and
 - Propane and natural gas equipment.

These measures were not specifically identified in the “Regional Air Pollution Measure Guide” prepared by CAPCOG and distributed to CAC members in early September, although CAPCOG did request that CAC members identify any measure that they wished to include in their commitments even if it did not fit into the Tier 1/Tier 2 categories. In some cases, CAC members may have made commitments only based on the Tier 1/Tier 2 categories, and may be implementing some of these “other” measures, but did not specifically list them in their commitments. In such cases, annual reporting should reflect these activities.

3 Strategy #2: Outreach, Education, and Technical Support to Enhance NO_x Reductions

Outreach, Education, and Technical Support to Enhance NO_x Reductions helps advance both of the objectives in this plan. This type of outreach is focused on persuading people to take action to reduce emissions or otherwise providing them with the information needed to take action to maximize the amount of NO_x emissions reductions that they can achieve. This strategy includes:

- Outreach to the public to encourage them to drive less, use cleaner vehicles and equipment, and conserving energy;
- Outreach to business and other institutions to encourage them to take action to reduce emissions;
- Providing technical support to CAC members and others to help them maximize the amount of NO_x emissions that they can achieve; and
- Providing technical and logistical support to CAC members and others interested in applying for grant funding for activities that would reduce NO_x emissions.

3.1 Air Central Texas Outreach and Education Campaign

CAPCOG and other members of the CAC conduct region-wide public air quality outreach and education under the banner of “Air Central Texas.”

Figure 3-1. Air Central Texas Logo



AIR CENTRAL TEXAS

CAPCOG maintains a website (www.aircentraltexas.org), social media accounts, conducts in-person outreach throughout the region, and, when funding is available, purchases advertising to promote air quality awareness and encourage the public to take action to reduce emissions. Key messages include general air quality awareness, encouraging residents to drive less, drive cleaner, and conserve.

CAPCOG will continue to support the Air Central Texas program as the public air quality outreach and education campaign with activities and events that support the objectives of this plan. Air Central Texas will, as resources are available:

- Coordinate air quality outreach activities undertaken by individual CAC members across the region;
- Host the annual air quality awards which celebrate the activities by organizations and individuals that have made significant contributions to regional air quality in Central Texas and promote future action on the part of the community to support the objectives of the region's ongoing air quality planning efforts;
- Develop air quality awareness and marketing materials that help our region better understand air quality issues in the region;
- Continue to develop and enhance the Air Central Texas tool kit which is a clearinghouse of air quality outreach, education, and marketing materials;
- Collaborate with partners and stakeholders to hold air quality awareness events like they City of Austin's 2018 Air Quality Awareness Week Press Event and Clean AIR Force's O₃ Season Kick-off event;
- Hold and promote air quality awareness campaigns like the 2017 Air Central Texas 'Test you AQ-IQ' Contest and the 2018 Air Central Texas Commuter Contest;
- Attend community events in-person to better engage with the public or targeted audience;
- Electronic outreach through our website, social media accounts and possibly other medias as they become available; and
- Advertising to the region to increase air quality awareness and increase public action to reduce air pollution and exposure to high levels of air pollution.

3.2 Commute Solutions Program



CAPCOG's Commute Solutions Program is a regional Transportation Demand Management (TDM) initiative that works to reduce single occupancy vehicle use in the CAPCOG region. TDM strategies promoted by the program include, carpool, vanpool, transit, active transportation (bike and walk), telework, compress work schedules, and shifted work schedule to avoid peak traffic congestion. Commute Solutions promotes these activities through social media marketing, paid advertising, incentives and contests, employer outreach, the program website, newsletters, and in-person outreach. The program also operates a ride-matching/trip tracking platform, called myCommuteSolutions (myCommuteSolutions.com), where members of the public can search for people to carpool with and log their trips. The platform also provides data to CAPCOG to measure and report on the performance of the program to stakeholders.

3.3 Business and Institutional Outreach

Outreach to businesses and institutions is particularly important because of the magnitude of potential impact they have in influencing behavior and emissions-generating activity. Getting a single point source owner to take action to reduce emissions can have many times the air quality impact that thousands of people taking action to reduce their personal emissions could achieve. With this in mind, on-going business and institutional outreach will continue to be an important part of the regional air quality plan.

3.3.1 Recruitment of New CAC Members

In September 2018, the Chair and Vice-Chair of the CAC sent letters to a number of organizations requesting that they participate in the new regional air quality plan. These included:

- Owners and operators of point sources that emitted more than 100 tons per year of NO_x within the MSA in 2016;
- Organizations with 2,000 or more employees;
- Electricity, gas, and fuel distributors;
- The Austin Chamber of Commerce;
- Movability (a six-county regional Transportation Management Association);
- Environmental and public health organizations; and
- Home-rule cities in the MSA that had not yet adopted resolutions to participate in the CAC.

One federal agency (FHWA), one state agency (TPWD), one city (Lago Vista), and two environmental groups (Lone Star Chapter of the Sierra Club and Public Citizen) have agreed to participate in the plan. Pedernales Electric Cooperative responded to the letter, but has not clearly indicated that they wish to participate. Although the University of Texas at Austin is a Clean Air Partner, it declined to participate as a supporting member of the CAC.

CAPCOG will conduct ongoing outreach to these organizations in order to try to recruit them to participate in the plan throughout the term of this plan. Any new participants in the annual air quality report will be noted.

3.3.2 Clean Air Partners Program

CAF's Clean Air Partners Program recognizes and encourages local employers to reduce O₃-forming emissions through a variety of voluntary actions such as commuter programs, energy efficiency, and other business activities. Employers within the MSA are eligible to participate, and are encouraged to reduce at least 10% of their O₃-forming emissions within three years. Each partner creates its own emissions baseline to reduce emissions from and carries out voluntary actions to reduce its emissions. Participating organizations report information to CAF online annually, and CAF provides each organization with a report on their estimated emission reductions in order to evaluate whether it achieved its pollution reduction targets.

Private sector partners include:

- 3M
- Applied Materials, Inc.
- Chemical Logic, Inc.
- Emerson Process Management
- EnviroMedia Social Marketing
- HNTB Corporation
- Metropia
- NXP
- Oracle
- Pfizer
- R&R Limousine and Bus
- Samsung Austin Semiconductor
- Spectrum
- St. David's Health Care Partnership
- TECO-Westinghouse
- Tokyo Electron

- Zephyr Environmental Corp.

Non-profit and public sector partners include:

- American Lung Association
- Austin Community College District
- Austin Independent School District
- CAPCOG (also a CAC member)
- CAMPO (also a CAC member)
- CTRMA (also a CAC member)
- City of Austin (also a CAC member)
- Environmental Defense Fund
- LSCFA (also a CAC member)
- LCRA (also a CAC member)
- Seton Healthcare Family
- TxDOT
- Travis County
- UT-Austin
- Williamson County

3.3.3 LSCFA Fleet Outreach

LSFCA is a membership-based 501(c)(3) non-profit organization that is designated as the region's Clean Cities coalition by the Department of Energy (DOE). The DOE's Clean Cities program develops partnerships and provides publications, tools, and other resources to provide technical assistance to fleets implementing alternative and renewable fuels, idle-reduction measures, fuel economy improvements, and emerging transportation technologies. Activities include:

- Building partnerships with local coalitions of public- and private-sector transportation stakeholders;
- Developing unbiased and objective information resources about alternative fuels, advanced vehicles, and other strategies that improve transportation efficiency and reduce costs;

- Advancing interactive, data-driven online tools to help stakeholders evaluate options and achieve goals;
- Collecting and sharing best practices, data, and lessons learned to inform choices and build a strong national network;
- Working with industry partners and fleets to identify and address technology barriers;
- Empowering local decision makers and successfully identify and implement new transportation strategies; and
- Seeding local alternative fuels markets through projects that deploy vehicles and fueling infrastructure.

While the Clean Cities program has somewhat different goals than the region's air quality plan, its activities are generally in alignment with the types of activities needed to reduce emissions from fleets, which remains one of the biggest opportunities for achieving additional emission reductions in future years. The CAC will continue to rely on the relationships that LSCFA has built with fleet managers over the years and ongoing outreach to fleets that it conducts in order to be the primary point of contact for conducting general air quality outreach as well.

3.4 CAPCOG Technical Assistance to CAC Members

CAPCOG will provide technical assistance to CAC members in their implementation of pollution control measures in order to expand adoption of measures and enhance their performance for the region.

Technical assistance will include:

- Assistance with applications for grants that can reduce NO_x emissions;
- Development of model fleet management policies and other operations policies that can reduce NO_x emissions;
- Hosting workshops to share information amongst CAC members on travel demand management, fleet management practices, and energy demand management measures; and
- Analysis of emission reductions and co-benefits that can be achieved through different options under consideration by CAC members.

4 Strategy #3: Outreach and Education to Reduce Exposure to O₃, PM, and NO₂

While reducing NO_x emissions can help control ambient O₃, PM, and NO₂ concentrations, these pollutants can still reach levels considered "moderate" or "unhealthy for sensitive groups," based on EPA's AQI. Over 40% of the region's population is vulnerable to adverse health impacts from exposure to air pollution when it reaches levels considered "unhealthy for sensitive groups," which occurred on 7 days in 2017 (all O₃) and 13 days in 2018 (10 days for O₃, and 3 days for PM_{2.5}). A subset of these groups who may be "unusually sensitive" to O₃ or PM_{2.5} concentrations can also suffer health impacts from "moderate" O₃ and PM_{2.5} concentrations. The following table summarizes the groups whose health could be affected by exposure to levels of O₃ and PM_{2.5} considered "unhealthy for sensitive groups."

Table 4-1. Summary of EPA Air Quality Index Guidance for O₃ and PM_{2.5} Levels Considered "Unhealthy for Sensitive Groups"

Sensitive Group	O ₃	PM _{2.5}
People with lung disease	☒	☒
People with heart disease	☐	☒

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Sensitive Group	O ₃	PM _{2.5}
Older adults	☒	☒
Children and teenagers	☒	☒
People who are active outdoors	☒	☐
Recommended action	Reduce prolonged or heavy exertion. Take more breaks, do less intense activities. Watch for symptoms such as coughing or shortness of breath. Schedule outdoor activities in the morning when O₃ is lower. People with asthma should follow their asthma plans and keep quick-relief medicine handy.	Reduce prolonged or heavy exertion. It's OK to be active outside, but take more breaks and do less intense activities. Watch for symptoms such as coughing or shortness of breath. People with asthma should follow their asthma action plans and keep quick relief medicine handy. If you have heart disease, symptoms such as heart palpitations, shortness of breath, or unusual fatigue may indicate a serious problem. If you have any of these, contact your health care provider.

For days when air pollution levels are only “moderate,” which occurred on 110 days in 2017, “some people who may be unusually sensitive” to O₃ or PM_{2.5} pollution could be affected. For these people, EPA advises that they, “consider reducing prolonged or heavy exertion. Watch for symptoms such as coughing or shortness of breath. These are signs to take it easier.” For everyone else, EPA advises that it’s a good day to be active outside. There are a few caveats to this:

- EPA’s 2015 O₃ NAAQS was set above the level that its Clean Air Scientific Advisory Committee (CASAC) had recommended (60-69 ppb), and these levels were within the range of what is currently considered “moderate;” and
- Regarding the PM NAAQS, EPA’s CASAC stated in 2010 that “there is no evidence of a threshold (i.e., a level below which there is no risk for adverse effects).⁶

The CAC intends to pursue the exposure reduction strategy through a combination of region-wide outreach and education efforts, air quality forecasting, provision of real-time air quality data, and outreach by CAC members to their employees and other residents to amplify and expand the reach of these efforts.

⁶ [https://yosemite.epa.gov/sab/sabproduct.nsf/CCF9F4C0500C500F8525779D0073C593/\\$File/EPA-CASAC-10-015-unsigned.pdf](https://yosemite.epa.gov/sab/sabproduct.nsf/CCF9F4C0500C500F8525779D0073C593/$File/EPA-CASAC-10-015-unsigned.pdf)

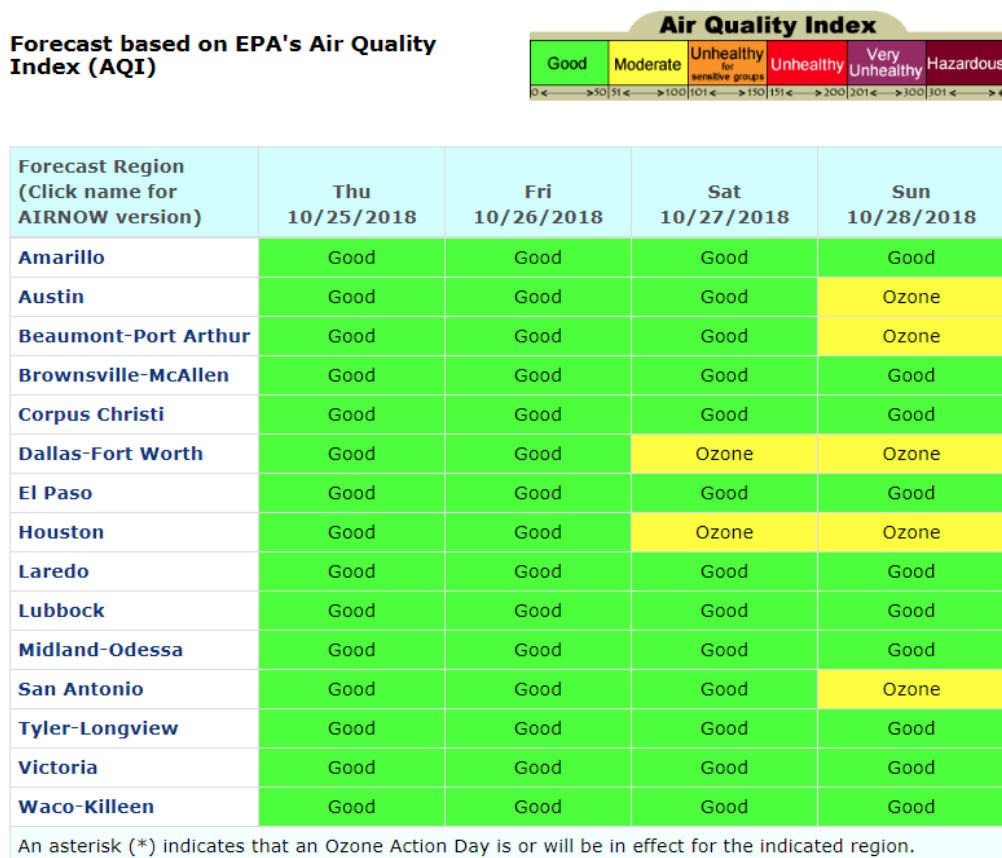
4.1 Air Quality Forecasting and Real-Time Air Quality Data

Air quality forecasting and real-time air quality data are key tools for helping reduce air pollution exposure.

4.1.1 Daily Air Quality Forecasts

'[Today's Texas Air Quality Forecast](#)' from TCEQ is based on EPA's AQI scale for O₃, PM_{2.5}, and PM₁₀, made for 14 forecast regions across the state (Austin, Beaumont-Port Arthur, Brownsville-McAllen, Corpus Christi, Dallas-Fort Worth, El Paso, Houston, Laredo, Lubbock, Midland-Odessa, San Antonio, Tyler-Longview, Victoria, and Waco-Killeen). It is updated daily on normal TCEQ work days and may also be updated on weekends or holidays when air pollution levels are high. The forecast is posted on the [Today's Texas Air Quality Forecast](#) webpage and disseminated via e-mail whenever updates are made. These forecasts provide a more comprehensive forecast of the region's expected air quality will be the next day than O₃ action days.

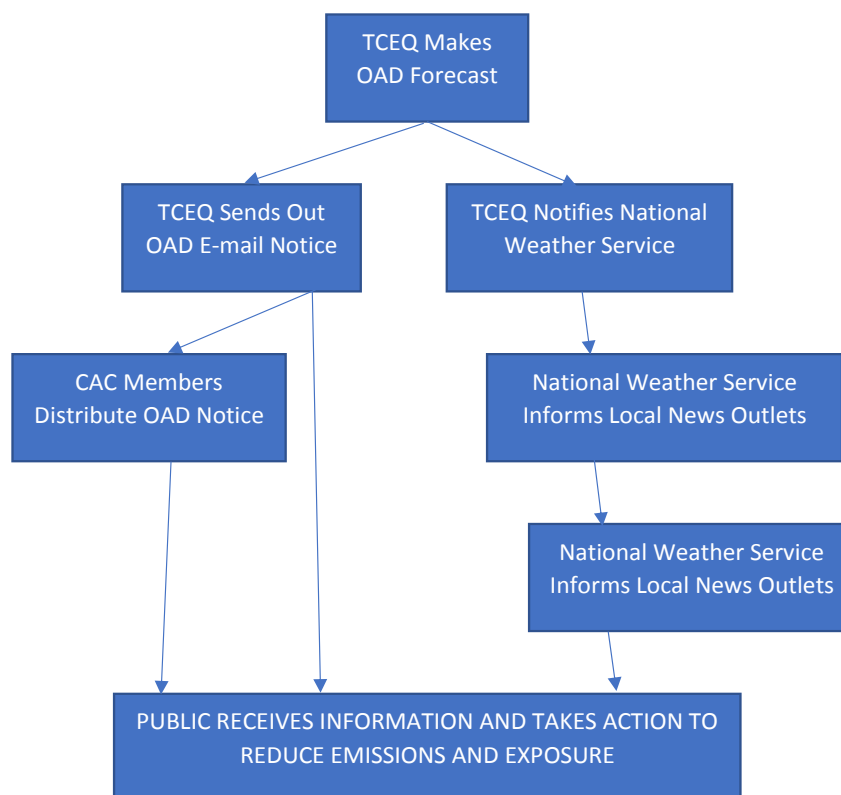
Figure 4-1. Example of TCEQ Air Quality Forecast



As of October 25, 2018, there are 3,710 total subscribers receiving TCEQ's daily air quality forecast e-mail, at least 1,125 of which also are signed up to receive the Austin area's OAD forecast e-mails (just under 1/2 of the number of people who are signed up to receive the OAD alerts for Austin are also signed up for the daily air quality forecasts).

4.1.2 O₃ Action Days

O₃ Action Day forecasts are one of the most important tools for helping mobilize the public to take action to reduce emissions and limit exposure of sensitive populations to high air pollution levels. Each day during the O₃ season (March through November), TCEQ makes O₃ Action Day forecasts for nine participating metropolitan areas including Austin. TCEQ informs the public typically a day in advance when conditions are forecast to be favorable for high O₃ levels (an 8-hour average of 71 ppb or higher or a 1-hour average of 125 ppb or higher) in any of the participating areas so citizens, businesses, and industry can take steps to reduce the pollutants that contribute to O₃ formation. According to TCEQ's website, TCEQ meteorologists use a set of criteria from historic meteorological data, O₃ measurements, and O₃-prediction models to make these predictions. When they forecast an O₃ Action Day, TCEQ meteorologists contact the National Weather Service, which then broadcasts the information across its "weather wire." Forecasts are typically made by 2 pm local time for the following day. As of October 25, 2018, there are 2,188 subscribers to TCEQ's OAD alerts for the Austin area, 281 of which are signed up to receive the alerts via text message, with the remaining 1,907 of whom receive these alerts via e-mail.⁷ CAPCOG, CLEAN AIR Force, and other CAC members often forward TCEQ's OAD alerts or send their own customized e-mails out to their own e-mail distribution networks, post about the OADs on their websites and social media accounts, and otherwise try to ensure that the word gets out about the OAD within their respective networks. The following diagram illustrates the flow of information when an OAD alert is issued.



⁷ E-mail from Weslee Copeland, TCEQ, to Andrew Hoekzema, CAPCOG, October 25, 2018.

OAD alerts are also useful for focusing attention on air quality generally and motivating people to take action to reduce emissions. In the case of Texas Lehigh and one of the “Tier 1” pollution reduction measures regarding the timing of engine testing, these alerts are also useful for direct control of NO_x emissions on days when O₃ is expected to be high.

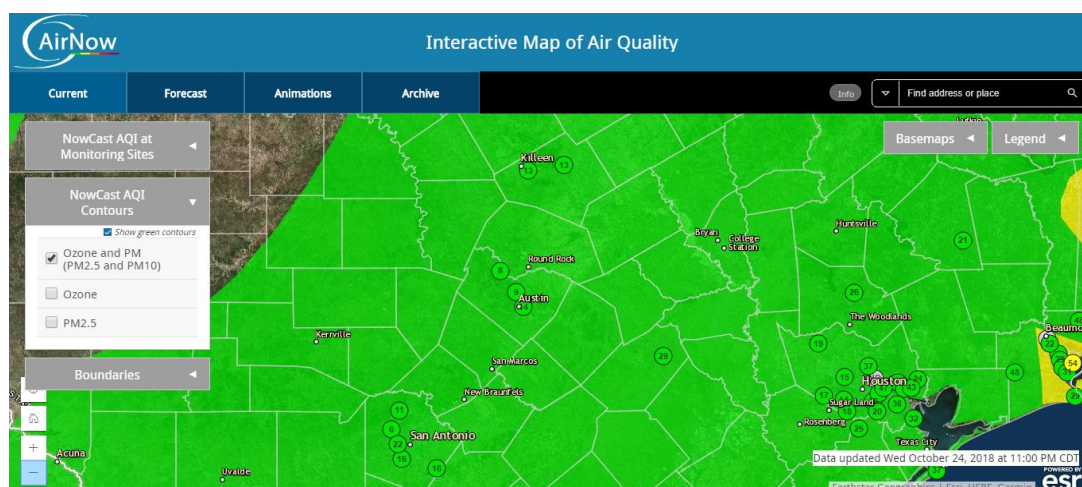
4.1.3 Real-Time Air Quality Data

Real-time air quality data can be a valuable tool in helping advise the public of when air quality conditions within their vicinity are poor in order to assist them in taking pollution-avoiding actions.

4.1.3.1 AirNow

EPA’s AirNow system allows users to enter their city, state, or zip code in order to find out the current air quality conditions within their area based on the AQI. There is both a desktop version and a mobile app for AirNow. Until January 2016, TCEQ was also reporting CAPCOG’s O₃ monitoring data to AirNow, but since then, it has only reported data from its own monitoring stations. The figure below is an example of the data available for the region.

Figure 4-2. Example of AirNow Map for Central Texas



Since one of the reasons for collecting air monitoring data is to provide location-specific information about air quality conditions, and air quality conditions can vary significantly within the region, starting in 2019, CAPCOG plans to start reporting data from its O₃ monitoring stations directly to EPA’s AirNow system. As part of its outreach efforts, CAPCOG plans to promote the use of AirNow by residents and organizations participating in the plan in order to obtain real-time assessments of air quality conditions.

4.1.3.2 TCEQ’s Website

In addition to AirNow, the public can also look up near-real-time O₃ and PM_{2.5} air quality data from TCEQ’s website at https://www.tceq.texas.gov/cgi-bin/compliance/monops/select_curlev.pl and https://www.tceq.texas.gov/cgi-bin/compliance/monops/select_curlev.pl?user_param=88502.

work with CAF and the City of Austin to ensure that this outreach continues throughout the term of this plan, particularly in light of the fact that most people's awareness about air quality is as a directly result of hearing information about it from their local news. Similar to all activities that increase overall awareness about air quality, outreach to meteorologists also helps enhance the chances that members of the public and organizations within the region will take action to reduce NO_x emissions.

4.3 Outreach and Education by Individual CAC Members

In addition to the Tier 1 and Tier 2 pollution reduction measures, this plan also includes Tier 1 and Tier 2 outreach measures targeted at promoting awareness of air quality and reduce residents' exposure when air pollution levels are high.

- Tier 1: Educating employees about regional air quality and encouraging them to sign up for daily air quality forecasts and O₃ Action Day alerts.
- Tier 2: Educating the public about regional air quality and encouraging them to sign up for daily air quality forecasts and O₃ Action Day alerts.

The CAC includes organizations representing tens of thousands of employees and over 2 million residents of the region, and repeated exposure to air quality messages can only enhance the effectiveness of this plan.

5 Strategy #4: Ambient Air Monitoring

Air monitoring is a critical strategy for achieving the region's air quality objectives. As described in EPA's ambient monitoring network assessment guidance, there are a variety of purposes for monitoring:

- Assessing regulatory compliance;
- Developing scientific understanding of air quality by supporting other types of assessments or analyses (such as air quality model evaluation or emissions reduction evaluation);
- Understanding historical trends in air quality;
- Characterizing specific geographic locations or emissions sources;
- Tracking the spatial distribution of air pollutants (including characterizing transport of air pollution into and within the region and assisting in air quality forecasting); and
- Evaluating population exposure to air pollutants (including environmental justice and public reporting of the Air Quality Index).

TCEQ is responsible for conducting the monitoring needed to establish regulatory compliance and its network within the MSA meets or exceeds all of EPA's requirements. The following table summarizes TCEQ's 2018 annual monitoring network plan for the region and whether TCEQ's monitoring meets or exceeds the federal requirements.

Table 5-1. TCEQ 2018 Air Monitoring Plan for the Austin-Round Rock-Georgetown MSA Compared to Federal Requirements

Pollutant	Required	Total Monitors	Meets or Exceeds Federal Requirements
Carbon Monoxide (CO)	1	1	Meets
NO₂	2	2	Meets
O₃	2	2	Meets
PM_{2.5}	3	5	Exceeds
PM₁₀	2-4	2	Meets

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Pollutant	Required	Total Monitors	Meets or Exceeds Federal Requirements
Sulfur Dioxide (SO ₂)	0	1	Exceeds
VOC	0	1	Exceeds

Due to the region's concerns about compliance with the O₃ NAAQS, CAPCOG will continue to conduct O₃ monitoring within the region to supplement the regulatory O₃ monitoring conducted by TCEQ at CAMS 3 and 38. Data from these monitors can help support both objectives in this plan:

- O₃ data collected throughout the region can demonstrate the extent to which the region is being influenced by air pollution coming from outside the MSA;
- O₃ data collected throughout the region can be used to provide better public information about air pollution levels within each community than relying only on the minimum number required under federal rules;
- O₃ data collected in Bastrop, Caldwell, Hays, or Williamson Counties showing O₃ levels attaining the NAAQS in those counties could help those areas be designated "attainment/unclassifiable" if a regulatory O₃ monitor in Travis County violated the O₃ NAAQS; and
- O₃ data collected at non-regulatory O₃ monitors can indicate the need for additional regulatory monitoring or additional controls needed to ensure that the region's air pollution levels remain in compliance with the NAAQS.

In support of these objectives, CAPCOG plans to:

- Continue operating CAMS 614 in Dripping Springs (Hays County), CAMS 690 in Georgetown (Williamson County), CAMS 1604 in Lockhart (Hays County), CAMS 1675 in San Marcos (Hays County), and CAMS 6602 in Hutto (Williamson County) from 2019-2023;
- Discontinue monitoring at CAMS 601 in Fayette County and CAMS 684 in Cedar Creek (Bastrop County) and establish new monitoring stations in the cities of Bastrop and Elgin, both of which are located in Bastrop County that will be operated from 2019-2023;
- Continue operating an O₃ station in Travis County from 2019-2023 (CAPCOG may continue operating CAMS 1603 for the 2019 O₃ season while trying to secure a new location in East Austin);
- Continuing to also report the data to TCEQ's LEADS system in order to maintain continuity in the data hosted on TCEQ's website; and
- Begin reporting the data directly to EPA's AirNow system in order to enable EPA and the public to access CAPCOG's air monitoring data through the AirNow desktop application and mobile app.

6 Strategy #5: Other Air Quality Research and Planning Activities

Ongoing research and planning activities beyond simply collecting air quality data is important for the region's ability to achieve its air quality objectives. These activities are necessary for continual improvement in reducing emissions, reducing exposure to poor air quality, and working with counterparts at the state and federal level to avoid a nonattainment designation for the region if the area does measure air quality that violates the NAAQS. Throughout the period covered by this plan, CAPCOG will continue to coordinate the region's on-going planning and air quality research activities.

6.1 Annual Air Quality Report

CAPCOG plans to continue to prepare an annual report that does the following:

1. Summarize the region's current air pollution levels, including compliance with the NAAQS, the number of days in each AQI range, TCEQ toxicological evaluations, EPA's NATA, and nuisance odor complaints files with the TCEQ;
2. Summarize the most current data on regional emissions;
3. Provide an update on state-level measures being implemented within the region;
4. Provide an update on local and regional measures implemented by CAC members and any changes in membership in the CAC or other aspects of participation in the plan;
5. Provide estimates of the magnitude of the impact of these measures on the region's O₃ levels; and
6. Summarize any new research, photochemical modeling, or other information relevant to understanding of emissions, control strategies, or air pollution within the region moving forward.

These reports provide a means of mutual accountability for CAC members, enable CAC members to consider changes to the measures they are implementing, and document the degree of control being achieved through voluntary actions being implemented within the region.

6.2 Emissions and Control Strategy Analysis

CAPCOG will continue to review and conduct analysis of emissions inventory data for the region and emissions control strategies. These activities will help the CAC better understand the level of emissions and level of control being achieved within the region, as well as opportunities for additional reductions. CAPCOG expects to conduct the following activities on an on-going basis throughout the course of this plan:

- Review, analyze, and prepare region-specific summaries of point source emissions data reported to TCEQ and EPA annually;
- Review, analyze, and prepare region-specific summaries of any new "trends" emissions estimates for mobile and area sources produced by TCEQ or EPA;
- Review, analyze, and prepare region-specific summaries of the 2017 and 2020 NEI data;
- Review, analyze, and prepare region-specific summaries of emissions inventory inputs used for any new photochemical modeling conducted by TCEQ, EPA, or others;
- Review and analyze any new category-specific emissions inventory research on mobile source or area source emissions produced by TCEQ or EPA;
- Review and analyze data from any new emissions models, such as EPA's MOVES model or TCEQ's Texas NONROAD model for implications on regional emissions estimates;
- Review and analyze trends in underlying activity data used for emissions inventory estimates (i.e., agricultural equipment counts, mining and quarrying activity, employment data);
- Prepare analyses of the emissions impact, costs, and other considerations for control strategies; and

- Undertake specialized studies to help improve the understanding of particular sources or activities within the region (such as CTRMA's analysis of emissions and fuel consumption on the MoPac express lanes).

6.3 Other Types of Research Projects

From time to time, depending on funding availability and interest from the CAC, CAPCOG may also undertake other types of studies or research projects that support the region's on-going air quality planning activities. In the past these have included:

- Conducting phone surveys in order to collect data on levels of air quality awareness, willingness to take action to reduce emissions, and levels of support for various regional emission strategies;
- An analysis of the potential economic impact of an O₃ nonattainment designation;
- A cost/benefit analysis of the region's air quality planning activities and implementation of emission reduction measures within the region;
- Special air monitoring studies such as:
 - Airborne mobile air monitoring;
 - Ground-level mobile monitoring;
 - Vertical O₃ and meteorological measurements using ozonesondes;
 - Development of region-specific meteorological data using a radar profiler;
 - VOC canister sampling; and
 - Urban air toxics monitoring.

If there is interest among CAC members for CAPCOG other types of research projects along these lines and funding is available, CAPCOG may pursue such special studies in support of the regional air quality planning effort during this timeframe (for example, doing additional analysis on air toxics).

6.4 Ongoing Tracking of Scientific, Legislative, and Regulatory Developments Related to Air Quality

In order for the CAC to stay well-informed about air quality, it is important that CAPCOG continue to track and communicate new information about scientific, legislative, and regulatory developments related to air quality. Often, this new information can impact the decisions that CAC members make related to air quality.

7 Strategy #6: Policy Advocacy

From time to time, the CAC has weighed in on policy matters at the TCEQ, the legislature, and EPA, and within the region because of the potential impact on the region's air quality, regulations related to air quality, and our ongoing air quality planning efforts. Over the years, a number of principles have been consistently articulated by the CAC in these advocacy efforts. While these principles are not intended to be binding on any CAC member in its own advocacy efforts, they are intended to capture the sense of the CAC and can be helpful in guiding policy advocacy by the CAC or its members in ways that would be consistent with prior CAC comments and this air quality plan.

Since 2014, topics that the CAC or CAPCOG has commented on in recent years have included:

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- TCEQ's annual monitoring network plans and five-year monitoring network assessment (2014, 2015, and 2016);
- The form of the 2015 O₃ NAAQS, its approach to area designations, the timing of SIP submissions for the new NAAQS, and adjusting implementation requirements in newly designated nonattainment areas to account for voluntary emission reduction efforts that have already taken place (2015);
- Support of U.S. Senate Bill 2072 regarding authorization of Early Action Compacts (2015);
- EPA's update to the Cross-State Air Pollution Rule (CSAPR) for the 2008 O₃ NAAQS in support of stricter air quality impact thresholds for interstate transport, higher cost-per-ton thresholds for assessing emission reduction obligations, expanded consideration of non-EGU sources, and allowing states to submit transport SIPs detailing how they would meet the emission reduction obligations identified by EPA in lieu of the Federal Implementation Plan (FIP) (2016);
- Various aspects of EPA's implementation of the 2015 O₃ NAAQS, including the use of "unclassifiable" designations, 1-year deferrals of designations, the use of modeling data in conjunction with measurement data in deciding whether to designate an area as "nonattainment," encouraging the EPA to use more flexible implementation approaches to SIP requirements such as making more extensive use of Section 110 of the Clean Air Act, and the use of "Subpart 1" for O₃ nonattainment areas;
- The timing of the next PM NAAQS review in response to EPA's PM NAAQS Review Plan (2016)
- TCEQ's area designation recommendations for the 2015 O₃ NAAQS, and specifically, encouraging the use of the "unclassifiable" designation when an area's O₃ levels are within the level that could be attributable to measurement uncertainty (2016);
- EPA's implementation rule for the 2015 O₃ NAAQS (2017);
- Support for legislative action to continue regional air quality planning funding, maximize the NO_x reductions achieved through the TERP program, extending the TERP program to 2025, increased flexibility in the Drive a Clean Machine (DACM) and Local Initiative Project (LIP) programs, considering making the DACM and LIP programs strictly county-based, opposing elimination of revenue being deposited into the Clean Air Fund from motor vehicle safety inspections, and support for improving the clarity and effectiveness of statutes relating to idling (2016 and 2017);
- TCEQ's allocation of TERP funding among its programs (2017); and
- Comments to the Governor's office and TCEQ's regarding the VW settlement and proposed beneficiary mitigation plan for the VW settlement (2017 and 2018).

Throughout these comments, a number of themes and ideas are consistently articulated:

- The CAC believes that maintaining compliance with the NAAQS is good both due to its public health and environmental benefits and because of the potential long-term and adverse impacts non-compliance can have for a region's economic growth and transportation planning;
- The CAC believes that attention by the state and the federal government should be paid to ensuring that areas that are "near-nonattainment" like Austin do not become "nonattainment areas;"
- The CAC believes that managing air quality is a shared responsibility between the local, regional, state, and federal levels of governments. While regional and local levels of government can take

action to reduce emissions from within the region, the state and federal governments are responsible for ensuring that intrastate and interstate transport of air pollution does not interfere with the region's compliance with the NAAQS;

- The CAC believes that the local and regional efforts to reduce air pollution within the MSA should be given maximum consideration in TCEQ and EPA regulatory decisions regarding each of the county's attainment status for the NAAQS;
- The CAC believes that resources collected by the state and federal government (or otherwise available to the state or federal government) should be equitably distributed among the various areas of the state and country taking into consideration, at a minimum:
 - The region's current and projected air pollution levels, including its design value and number of days with air pollution that reaches the "unhealthy for sensitive groups" level;
 - The region's current and projected population;
 - The region's current and projected economic performance and the potential economic impact of violations (or continued violations) of the NAAQS in each area;
 - The degree to which the region has any other resources that could be brought to bear to address the issue;
 - The relative burden of the use of resources at the local, regional, state, and federal level to address air quality issues within each area; and
- The CAC believes in local and regional leadership in addressing the region's air quality concerns. The CAC encourages TCEQ and EPA to adopt interpretations of laws and regulations that are the least burdensome possible to areas that have taken proactive steps to control air pollution.

CAPCOG will continue to bring issues to the attention of the CAC that it may wish to comment on and will work with the CAC Advisory Committee to develop any such comment letters, resolutions, etc.

8 Updates to the Plan

Throughout this plan, the CAC will rely on annual air quality reports developed by CAPCOG to update this plan as needed to account for any changes in participation and measures being implemented within the region or nearby areas. CAPCOG will also keep the CAC updated on developments that may warrant consideration of a more significant update to the plan, which would include:

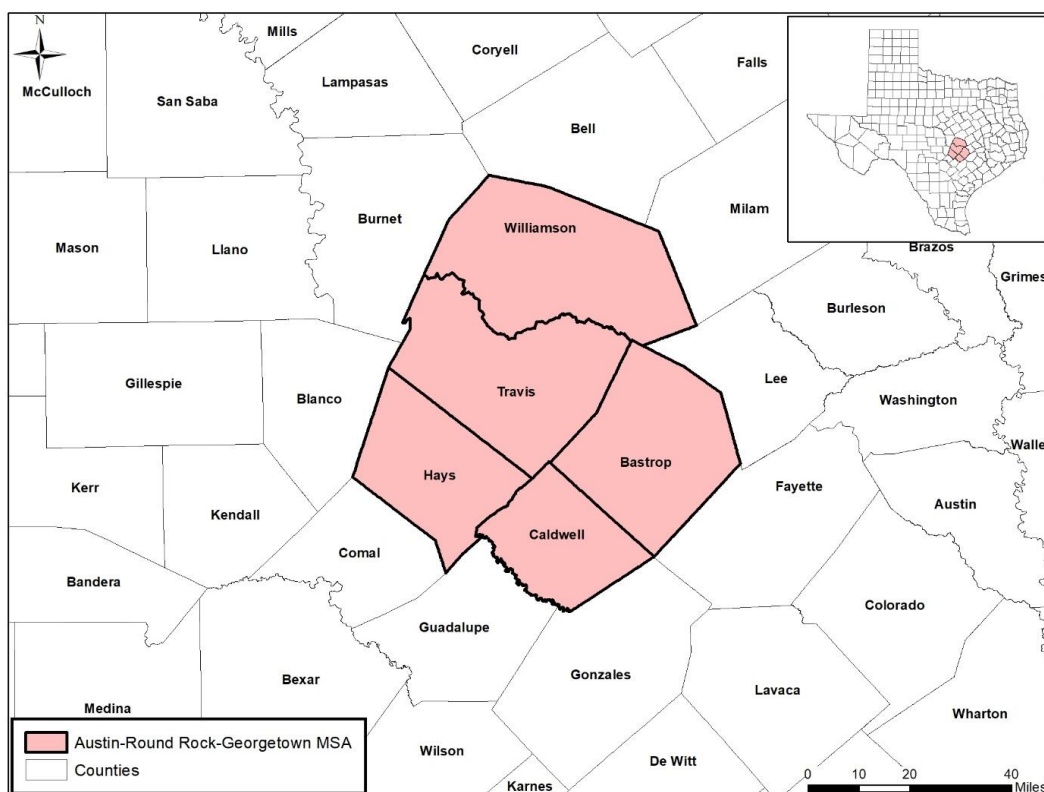
- A change to the geographic area covered by the plan;
- A change to the time frame covered by the plan; and
- A change to the plan's objectives.

Changes to these aspects of the plan will require approval by the CAC. Towards the end of 2022, CAPCOG will prompt the CAC to consider whether to: a) approve an extension of the current plan beyond December 31, 2023, b) initiate a process to develop a new plan, or c) allow the plan to expire at the end of 2023 without replacing it. At any time, the CAC may also request that CAPCOG initiate a revision or update to this plan for other reasons.

9 Appendix A: The Austin-Round Rock-Georgetown MSA

The Austin-Round Rock-Georgetown MSA is the core-based statistical area (CBSA) for the Austin urbanized area, and includes Bastrop, Caldwell, Hays, Travis, and Williamson Counties.⁸ A map of the MSA and surrounding area is shown below.

Figure 9-1. Map of the Austin-Round Rock-Georgetown MSA and Surrounding Area



⁸ Office of Management and Budget (OMB). "Memorandum to the Heads of Executive Departments and Establishments: Revised Delineations of Metropolitan Statistical Areas, Micropolitan Statistical Areas, and Combined Statistical Areas, and Guidance on Uses of the Delineations of These Areas." OMB Bulletin No. 18-04. September 14, 2018. Available online at: <https://www.whitehouse.gov/wp-content/uploads/2018/09/Bulletin-18-04.pdf>

9.1 Basic Facts about the MSA

The following table summarizes some basic facts about the MSA.

Table 9-1. Basic Facts about the Austin-Round Rock-Georgetown MSA

Statistic	Value
Urbanized Area⁹	Austin
Principal Cities¹⁰	Austin, Round Rock, Georgetown and San Marcos
Central Counties¹¹	Hays, Travis, and Williamson
Outlying Counties¹²	Bastrop and Caldwell
Total Population, July 1, 2017¹³	2,115,827
Population Growth, 2016-2017¹⁴	55,269
Population Growth Rate, 2016-2017¹⁵	2.7%
MSA Total Population Rank¹⁶	31
MSA Population Growth Rank¹⁷	9
MSA Population Growth Rate Rank¹⁸	9
Growth Rate Rank, MSAs with Pop. > 1 million¹⁹	1
Land Area (square miles)²⁰	4,219.89
Density (persons/square mile)	501.39
Current Adult Asthma Rate, 2016²¹	8.6%
Adult Cardiovascular Disease Rate, 2016²²	6.7%
Cancer Rate, 2016²³	11.6%
Gross Regional Product (GRP), 2017²⁴	\$148,750,000,000

⁹ Office of Management and Budget (OMB). "Memorandum to the Heads of Executive Departments and Establishments: Revised Delineations of Metropolitan Statistical Areas, Micropolitan Statistical Areas, and Combined Statistical Areas, and Guidance on Uses of the Delineations of These Areas." OMB Bulletin No. 18-04. September 14, 2018. Available online at: <https://www.whitehouse.gov/wp-content/uploads/2018/09/Bulletin-18-04.pdf>. Accessed November 8, 2018.

¹⁰ Ibid

¹¹ Ibid

¹² Ibid

¹³ U.S. Census Bureau. Estimates of the Resident Population Change and Rankings: July 1, 2016 to July 2017: Metropolitan and Micropolitan Statistical Areas. Available online at: <https://factfinder.census.gov/bkmk/table/1.0/en/PEP/2017/PEPANNCHG.US24PR>. Accessed November 8, 2018.

¹⁴ Ibid

¹⁵ Ibid

¹⁶ Ibid

¹⁷ Ibid

¹⁸ Ibid

¹⁹ Ibid

²⁰ U.S. Census Bureau. Quick Facts. Accessed November 8, 2018.

²¹ Texas Department of State Health Services. Texas Behavioral Risk Factor Surveillance System (BRFSS) Data Table Builder. Accessed November 8, 2018.

²² Ibid

²³ Ibid

²⁴ U. S. Bureau of Economic Analysis. Gross Domestic Product by Metropolitan Area, 2017. Accessed November 8, 2018. Available online at: <https://www.bea.gov/data/gdp/gdp-metropolitan-area>.

Statistic	Value
GRP Rank, 2017 ²⁵	24
GRP Growth 2016-2017 ²⁶	\$12,814,000,000
GRP Growth Rate 2016-2017 ²⁷	9.4%
GRP Growth Rate Rank for 2016-2017 ²⁸	12

9.2 Basic Facts about Counties within the MSA

The Austin-Round Rock-Georgetown MSA includes counties with populations ranging from below 43,000 to over 1.2 million, with densities of below 80 persons per square mile to over 1,200 per square mile. The table below summarizes some of key data points for each county.

Table 9-2. Information on Bastrop, Caldwell, Hays, Travis, and Williamson Counties²⁹

County	Population, 2017	Land Area (sq. miles)	Density, 2017 (persons/sq. mile)	% Without Health Insurance, 2012-2016
Bastrop	84,761	888.15	95.44	21.1%
Caldwell	42,338	545.26	77.65	20.9%
Hays	214,485	677.98	316.36	15.6%
Travis	1,226,698	990.20	1,238.84	15.2%
Williamson	547,545	1,118.30	489.62	10.9%
TOTAL	2,115,827	4,219.89	501.39	14.5%

9.3 Other Areas Nearby

The Austin-Round Rock-Georgetown MSA is located within State Planning Region 12 (CAPCOG), and the Austin-Waco Intrastate Air Quality Control Region Air Quality Control Region (AQCR).³⁰ It is also located within the Capital Area Metropolitan Planning Area (MPO), which also includes Burnet County. The following map shows the MSA situated in each one of these geographic areas.

²⁵ Ibid

²⁶ Ibid

²⁷ Ibid

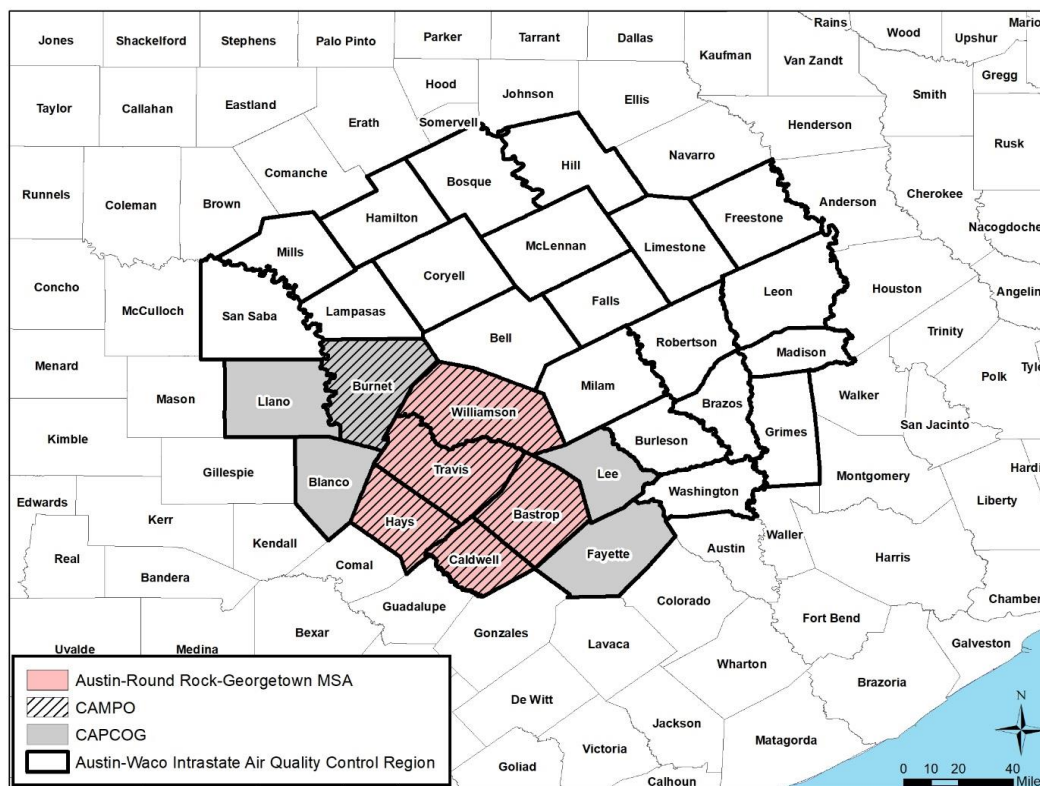
²⁸ Ibid

²⁹ U.S. Census Bureau. Quick Facts. Accessed November 8, 2018.

³⁰ AQCR #212, as defined in 40 CFR 81.134

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Figure 9-2. Austin-Round Rock-Georgetown MSA and Related Planning Regions



The Austin-Round Rock-Georgetown MSA is adjacent to Killeen-Temple MSA³¹ to the north and the San Antonio-New Braunfels-Pearsall MSA³² to the south. These MSAs are located in the Alamo Area Council of Governments (AACOG) and Central Texas Council of Governments (CTCOG) state planning regions; and in the Austin-Waco Intrastate AQCR and Metropolitan San Antonio AQCR,³³ respectively. Apart from the San Antonio-New Braunfels-Pearsall MSA and the Killeen-Temple MSAs, the Austin-Round Rock-Georgetown MSA is also adjacent to Blanco, Burnet, Fayette, Gonzales, Lee, and Milam Counties.

³¹ The Killeen-Temple MSA includes Bell, Coryell, and Lampasas Counties as of September 2018.

³² The San Antonio-New Braunfels-Pearsall MSA includes Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson Counties as of September 2018.

³³ AQCR #217, as defined in 40 CFR 81.040

10 Appendix B: Identification and Analysis of Regional Air Quality Issues

As described in the CAC's by-laws, the CAC is charged with helping the region "achieve clean air." At its broadest level, this would mean that the MSA had perfect air quality that caused no adverse impacts on human health and the environment across the entire region. From a planning perspective, it is important to keep this ideal in mind up in order to identify obstacles that would need to be overcome in order to reach that ideal state. It is also important to understand the practical difficulty with using the ideal vision of air quality described above for regional air quality planning purposes.

- While our scientific understanding of the impact of air pollutants on human health and the environment continues to be refined, it will always be incomplete. Our understanding requires some kind of point of reference for evaluating these impacts (such as an estimate for naturally-occurring background levels or "policy-relevant background" (PBR)).
- For some pollutants such as O₃, PM_{2.5}, and most HAPs, there is no evidence of a threshold below which there would be no health or environmental impacts (or a threshold may be well below the level of the current standard).
- Ambient air pollution within the MSA is the result of a combination of "background" air pollution concentrations that would occur without any human activity, emissions from outside of the MSA, and emissions from within the MSA. This means that activities within the MSA will only have a limited ability to impact these air pollution levels.

It is also important to define what we mean by "regional" air quality. For the purpose of this plan, a "regional" air quality issue is an issue which could affect one or more locations within the MSA or the MSA as a whole but may not affect adjacent areas at the same time. For this reason, air quality issues that are at a larger geographic scale such as regional haze in national parks, monuments, and wilderness areas; the contribution of greenhouse gases to global climate change; and the depletion of the O₃ layer are not considered "regional" issues per se, although emissions from the region do impact these phenomena.

Finally, it's important that we define several terms that are important for characterizing regional air quality issues:

- "Criteria" air pollutants:
 - Air pollutants, emissions of which EPA has found "cause or contribute to air pollution which may reasonably be anticipated to endanger public health or welfare" and "the presence of which in the ambient air results from numerous or diverse mobile or stationary sources;"³⁴
 - Include CO, lead (Pb), NO_x, ground-level O₃, PM, and sulfur oxides (SO_x);
 - Include both "primary pollutants" (i.e., pollutants that are directly emitted, such as CO, Pb, NO_x, PM_{2.5}, PM₁₀, and SO_x) and "secondary pollutants" (i.e., pollutants that are formed in the atmosphere through combinations and reactions of primary pollutants, such as NO_x, O₃, and PM_{2.5});

³⁴ 42 U.S. Code §7408(a)(1)

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- NAAQS:
 - Ambient air quality standards, the attainment and maintenance of which the EPA has determined are “requisite to protect public health” (primary standards) or are “requisite to protect public welfare from any known or anticipated adverse effects associated with the presence of such air pollutant in the ambient air” (secondary standards);³⁵
 - Used to regulate ambient air pollution levels for criteria pollutants;
 - Are applied uniformly across the country;
 - Include an indicator (i.e., the specific air pollutant being measured to control for a category of pollutants), a maximum allowable concentration, an averaging time, and a statistical form used to assess compliance;
 - Air quality “design values” are calculated each year based on ambient air quality monitoring data in order to compare the location’s ambient air pollution levels to the NAAQS and determine whether the air meets or does not meet the NAAQS
- “Nonattainment” areas:
 - Are areas designated by EPA as not meeting or contributing to ambient air quality in a nearby area that does not meet the NAAQS;³⁶
 - Are subject to specific planning requirements and mandatory pollution controls under the U.S. Clean Air Act;³⁷
- The “AQI”:
 - Is an index for reporting daily air quality used to inform the public how clean or polluted the air is and what associated health effects might be a concern for different populations;
 - Categories include “good,” “moderate,” “unhealthy for sensitive groups,” “unhealthy,” “very unhealthy,” and “hazardous;”
 - Are established by EPA for O₃, PM_{2.5}, PM₁₀, CO, SO₂, and NO₂ based on short-term exposure (one day or less) and use values that correspond to the NAAQS that differentiate air pollution levels considered “good” and “moderate” from levels considered “unhealthy for sensitive groups or worse;”
- HAPs:
 - Are air pollutants that present “a threat of adverse effects (including, but not limited to, substances which are known to be carcinogenic, mutagenic, teratogenic, neurotoxic, which cause reproductive dysfunction, or which are acutely or chronically toxic) or adverse environmental effects whether through ambient concentrations, bioaccumulation, deposition, or otherwise;”³⁸

³⁵ 42 U.S. Code §7409(b)

³⁶ 42 U.S. Code §7407(d)

³⁷ 42 U.S. Code §7501 - §7515

³⁸ 42 U.S.C. §7407(b)(2)

- Include 187 of substances such as benzene, formaldehyde, mercury, and others but, except for lead, are mutually exclusive from the list of “criteria” pollutants³⁹
- Are regulated by EPA through technology-based standards required to achieve the “maximum degree of reduction in emissions” achievable, taking into account the cost of achieving such reductions;⁴⁰
- Nuisance odors:
 - Are defined by TCEQ rules as air contaminants that “may tend to be injurious or to adversely affect human health or welfare, animal life, vegetation, property, or as to interfere with the normal use and enjoyment of animal life, vegetation, or property;”⁴¹ and
 - Are regulated through complaint investigations and enforcement by the TCEQ or municipalities or through civil action.

10.1 Issue #1: Regional Compliance with the NAAQS

The EPA establishes NAAQS at levels that are “requisite” for the protection of public health and public welfare. The term “requisite” in this context suggests that it is necessary to keep air pollution levels at or below the level of the NAAQS in order to reach “clean” levels of air quality. It does not mean that attainment of the NAAQS is sufficient to do so. For example, since many NAAQS are based on three-year averages of data, an area can experience air pollution levels that may cause problems for sensitive populations on certain days within a given year while still having air quality that meets the standards over the course of three years.

Nevertheless, since EPA has determined that a region would be experiencing adverse health or environmental impacts if it had air pollution levels exceeding the NAAQS, attaining and maintaining compliance with the NAAQS is important for public health and welfare. EPA requires the siting of monitors within metropolitan areas that are expected to measure the region’s highest concentrations.⁴² The monitoring station with the highest “design value” is used by EPA to assess if the entire metro area is meeting the NAAQS or not. The following figure shows a comparison of the design values for the MSA compared to the maximum allowable design value under each NAAQS (other than lead, for which there are no monitors in the region).

³⁹ <https://www.epa.gov/haps/initial-list-hazardous-air-pollutants-modifications>

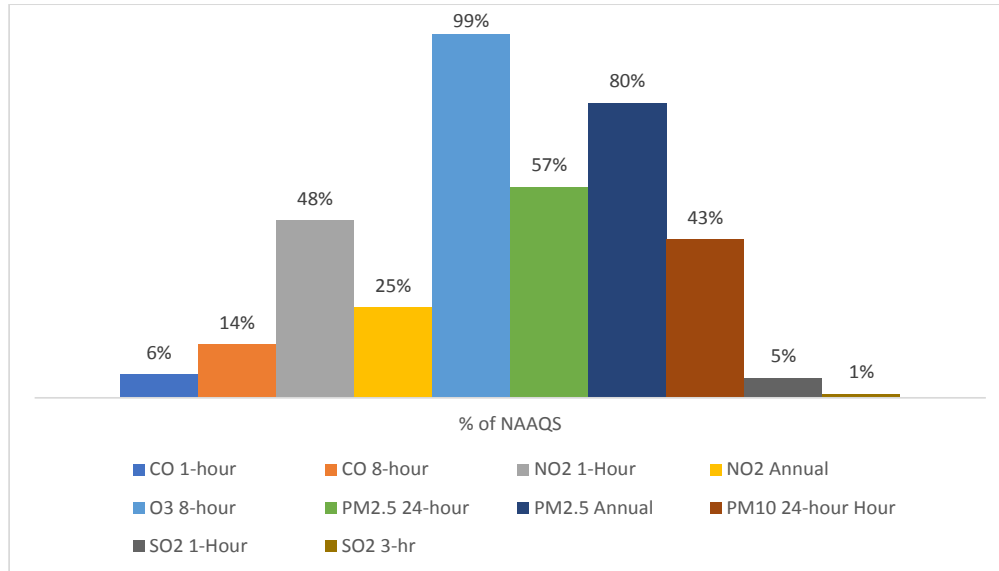
⁴⁰ 42 U.S.C. §7407(d)(1)

⁴¹ 30 TAC §101.4

⁴² 40 CFR, Appendix D to Part 58 – Network Design Criteria for Ambient Air Quality Monitoring

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Figure 10-1. Austin-Round Rock-Georgetown MSA 2017 Design Values Compared to NAAQS⁴³



As the figure above shows, the MSA’s most recent certified air pollution measurements meet all of the NAAQS. However, having a design value that meets the NAAQS in one year is no guarantee that the region will also have a design value that meets the NAAQS in the following year. Therefore, it is important for “near-nonattainment” areas with air pollution levels close to the NAAQS to remain vigilant in controlling air pollution levels.

While the MSA has often been referred to as a “near-nonattainment” area, that term is not defined in either statute or regulations at the state or federal level. For the purposes of this plan, the CAC uses a threshold of $\geq 85\%$ of the NAAQS for determining whether an area is considered “near-nonattainment” or not. This helps differentiate between pollutants that the region needs to focus on controlling for compliance purposes.

An 85% threshold is consistent with the level at which EPA requires additional monitoring of O_3 and $PM_{2.5}$ in metro areas, as shown in the tables below.

Table 10-1. Table D-2 of Appendix D to 40 CFR Part 58 - SLAMS Minimum O_3 Monitoring Requirements

MSA Population	Most Recent 3-Year Design Value Concentrations $\geq 85\%$ of any O_3 NAAQS	Most Recent 3-Year Design Value Concentrations $< 85\%$ of any O_3 NAAQS
> 10 million	4	2
4 – 10 million	3	1
350,000 - < 4 million	2	1
50,000 - < 350,000	1	0

⁴³ With the exception of PM_{10} , data for which were obtained from TCEQ’s Texas Air Monitoring Information System (TAMIS) - <https://www17.tceq.texas.gov/tamis/index.cfm?fuseaction=home.welcome>, all design values were obtained from EPA’s design value site at <https://www.epa.gov/air-trends/air-quality-design-values>

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Table 10-2. Table D-5 of Appendix D to 40 CFR Part 58 - SLAMS Minimum PM_{2.5} Monitoring Requirements

MSA Population	Most Recent 3-Year Design Value Concentrations $\geq$ 85% of any O ₃ NAAS	Most Recent 3-Year Design Value Concentrations < 85% of any O ₃ NAAS
> 1,000,000	3	2
500,000 – 1,000,000	2	1
50,000 - < 500,000	1	0

An 85% threshold would correspond to the most stringent levels of the O₃ and PM NAAQS that EPA considered in their most recent NAAQS reviews for these pollutants:

- 2015 O₃ NAAQS:
 - CASAC recommended a NAAQS at 60-69 ppb (86% - 99% of the final 70 ppb NAAQS);
- 2012 PM_{2.5} NAAQS:
 - CASAC recommended an annual NAAQS at 11-13 $\mu\text{g}/\text{m}^3$ (92 – 108% of the final 12 $\mu\text{g}/\text{m}^3$ NAAQS); and
 - CASAC recommended a PM_{2.5} NAAQS at 30-35 $\mu\text{g}/\text{m}^3$ (86 – 100% of the final 35 $\mu\text{g}/\text{m}^3$ NAAQS).

Using this 85% threshold, the MSA would be considered a “near-nonattainment” area only for O₃.

Ensuring compliance with the O₃ NAAQS remains the top priority for this regional air quality plan:

1. The region’s O₃ levels are very close to exceeding the levels considered “necessary” to protect human health;
2. Non-compliance can have substantial impacts on transportation planning and economic growth (CAPCOG has estimated that a nonattainment designation for O₃ could cost the region billions of dollars in lost economic growth over a 20-30 year period);
3. Planning for O₃ NAAQS compliance is the very first identified purpose for the CAC in its by-laws; and
4. The NAAQS must be reviewed every five years, ensuring compliance with the O₃ NAAQS compliance remains the top priority for this regional air quality plan.

Beyond just reviewing air quality data to determine if an area’s air quality is attaining or not attaining the NAAQS, the EPA is also required to designate all areas of the country as “nonattainment,” “attainment,” or “unclassifiable.” Designations are based both on: 1) whether the area has air quality that is violating the NAAQS and 2) whether the area is contributing to violations of the NAAQS nearby.

After an area is initially designated “attainment” or “nonattainment,” there are four different situations it can be in:

- An area is initially designated “attainment,” and air quality measurements continue to show “attainment” (such as the MSA with respect to the 2015 O₃ NAAQS)

- An area is initially designated “attainment,” but air quality measurements subsequently show a violation of the NAAQS (such as the San Antonio metro area with respect to the 2008 O₃ NAAQS);
- An area is initially designated as “nonattainment,” and continues to have air quality measurements that show violations of the NAAQS (such as the Dallas-Fort Worth metro area for the 2008 and 2015 O₃ NAAQS); and
- An area is initially designated as “nonattainment,” but air quality improves and measurements subsequently show attainment of the NAAQS (such as the Beaumont-Port Arthur area for the 1997 O₃ NAAQS).

For the MSA, the situation of most immediate concern is being an area designated as “attainment,” that subsequently violates the NAAQS. Clearly, the EPA has the authority under the Clean Air Act to redesignate an area to “nonattainment” almost immediately upon certification of data that shows a violation. However, since such “out-of-cycle” designations are discretionary, unlike the initial area designations, an area can also violate the NAAQS for several years after an initial “attainment” designation getting redesignated to “nonattainment.” This situation occurred for several years in San Antonio and some other areas following EPA’s initial area designations for the 2008 O₃ NAAQS.

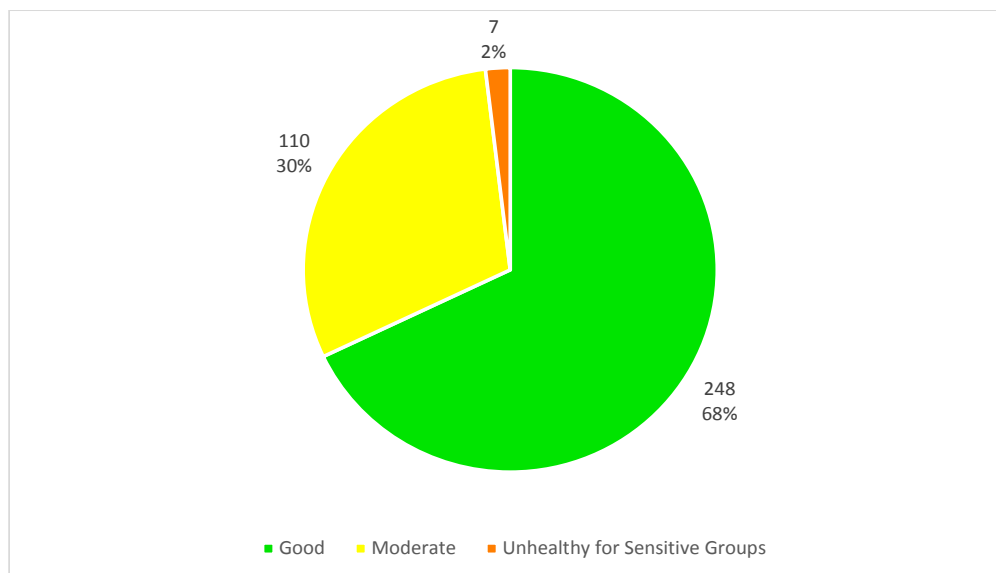
It is also important to consider that individual counties can be designated as “nonattainment” due to their impact on violations nearby even if their own air quality is meeting the NAAQS. There are many factors that EPA considers when determining an area’s designation for the NAAQS or whether to redesignate an area from “attainment” to “nonattainment” or vice-versa beyond simply whether the area’s air pollution levels are violating the NAAQS. Therefore, even if the region’s design value or the design value in a nearby area exceeds the O₃ NAAQS, it is important for the region to continue to use all available legal avenues to persuade EPA to not designate the region (or any of the individual counties in the region) as “nonattainment” based on its contribution to NAAQS violations.

10.2 Issue #2: Periodic Exposure to Air Pollution Considered “Moderate” or “Unhealthy for Sensitive Groups” Based on EPA’s AQI

As mentioned above, while compliance with the NAAQS is necessary to protect human health and the environment from air pollution, but it may not be sufficient to achieve this goal. Indeed, in 2017, air pollution reached levels considered by EPA to be “moderate” or “unhealthy for sensitive groups on one out of every three days. Exposure to these levels of air pollution can have adverse impacts on human health and the environment. The figure below shows the percentage of days in the region that fell into each AQI categories in 2017, based on the highest AQI level recorded within the region for the day.

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Figure 10-2. Days with Air Quality Considered "Good," "Moderate," and "Unhealthy for Sensitive Groups" in the MSA, 2017



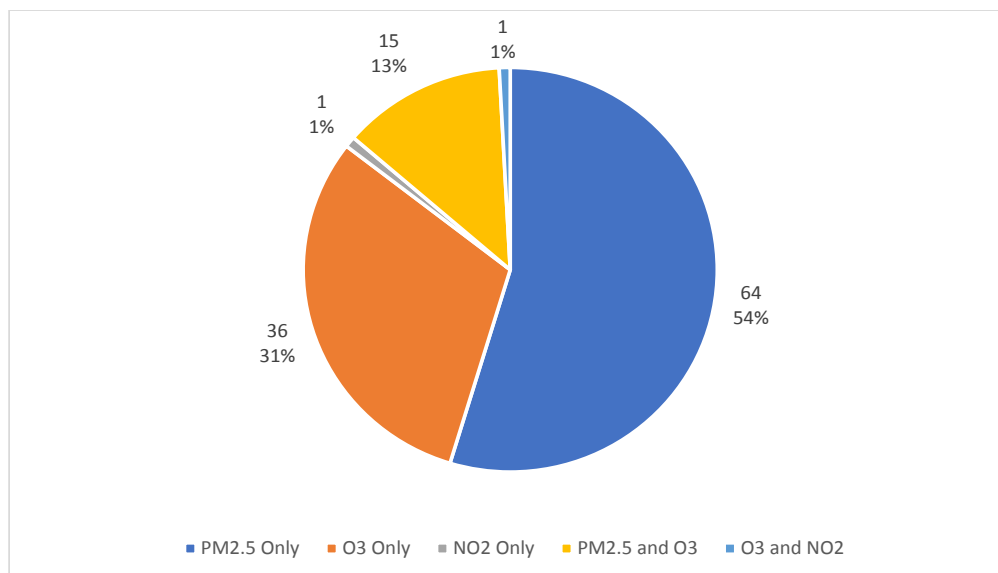
These data highlight the fact air quality that is attaining the NAAQS is not necessarily “clean air” in its ideal sense, and does not imply that additional reductions in pollution levels or reduction in exposure to high air pollution when it does occur would not be beneficial. Indeed, in its review of EPA’s 2nd External Review Draft of its Policy Assessment for the PM NAAQS in 2010, the CASAC stated with respect to PM_{2.5} that, “although there is increasing uncertainty at lower levels, there is no evidence of a threshold (i.e. a level below which there is no risk for adverse health effects).”⁴⁴ Likewise, in the Federal Register notice for the final 2015 O₃ NAAQS, EPA states, “there is a smooth dose-response curve without evidence of a threshold for exposures between 40 and 120 ppb O₃).” EPA’s 2013 Integrated Science Assessment (ISA) for the O₃ NAAQS Review stated that there were clear benefits of reducing prolonged exposures to down to 60 ppb in healthy, young adult subjects performing moderate exercise. These analyses suggest that there are public health benefits that can be achieved by any degree of reduction in O₃ and PM_{2.5} concentrations below current levels. Furthermore, there are public health benefits that can be achieved by reducing the exposure of sensitive populations to elevated O₃ and PM_{2.5} concentrations when they do occur even though the area is attaining the NAAQS for these pollutants.

Even though O₃ is the only pollutant for which the faces a significant NAAQS compliance challenge, most of the public health benefits EPA estimates from efforts to control O₃ are actually attributable to co-benefits from reduced ambient PM_{2.5}. Approximately 65-75% of the quantified public health benefits associated with emission reductions needed for attainment of the 2015 O₃ NAAQS were actually attributable to reduced PM_{2.5} concentrations, since NO_x emissions are a precursor for both O₃ and

⁴⁴ Dr. Jonathan M. Samet, Chair, Clean Air Scientific Advisory Committee. “Letter to Lisa Jackson, Administrator of the U.S. Environmental Protection Agency; Subject: CASAC Review of Policy Assessment for the Review of the PM NAAQS – Second External Review Draft.” September 10, 2010. EPA-CASAC-10-015. Available at: [https://yosemite.epa.gov/sab/sabproduct.nsf/CCF9F4C0500C500F8525779D0073C593/\\$File/EPA-CASAC-10-015-unsigned.pdf](https://yosemite.epa.gov/sab/sabproduct.nsf/CCF9F4C0500C500F8525779D0073C593/$File/EPA-CASAC-10-015-unsigned.pdf)

PM_{2.5}.⁴⁵ And while O₃ is the main pollutant of concern for NAAQS compliance, of the 117 days when air pollution levels were “moderate” or worse, more than half were attributable to high PM_{2.5} only. The following figure shows the distribution of these days by pollutant.

Figure 10-3. Share of Days When AQI Was “Moderate” or Worse by Pollutant



These data suggest that, while it is possible to focus only on O₃ for the purpose of NAAQS compliance, addressing only O₃ NAAQS could result in missing the other important public health implications of air pollution levels that periodically are “moderate” or “unhealthy for sensitive groups.” It’s also the case that there are periodically times when air quality can be significantly impacted by an “exceptional event” such as a wild fire that causes major health problems but which can be excluded from consideration as part of the NAAQS. Therefore, while compliance with the O₃ NAAQS remains the highest-priority air quality issue for the region, going beyond compliance to address elevated levels of O₃ and PM_{2.5} through either additional pollution reduction measures or outreach to promote exposure reduction would be valuable.

10.2.1 Health and Environmental Effects of Exposure to O₃

When the region experiences air pollution levels considered “unhealthy for sensitive groups” as opposed to just “moderate,” the vast majority of such instances are as a result of high ground-level O₃. According to EPA, O₃ can cause the muscles in the airways to constrict, leading to wheezing and shortness of breath. Potential impacts of O₃ exposure include:⁴⁶

- Making it more difficult to breathe deeply and vigorously;

⁴⁵ EPA. *Regulatory Impact Analysis of the Final Revisions to the National Ambient Air Quality Standards for Ground-Level Ozone*. EPA-452/R-15-007. September 2015. Available online at: <https://www3.epa.gov/ttnecas1/docs/20151001ria.pdf> See table 6-1.

⁴⁶ EPA. “Health Effects of Ozone.” Available online at: <https://www.epa.gov/ground-level-ozone-pollution/health-effects-ozone-pollution>. Accessed November 8, 2018.

- Causing shortness of breath, and pain when taking a deep breath;
- Causing coughing and sore or scratchy throat;
- Inflaming and damage the airways;
- Aggravating lung diseases such as asthma, emphysema, and chronic bronchitis;
- Increasing the frequency of asthma attacks;
- Making lungs more susceptible to infection;
- Continuing to damage the lungs even when the symptoms have disappeared;
- Causing chronic obstructive pulmonary disease (COPD);
- Contributing to asthma development;
- Permanent lung damage (such as abnormal lung development in children);
- Increased school absences;
- Increased medication use;
- Visits to doctors and emergency rooms;
- Hospital admissions; and
- Deaths from respiratory causes.

Individuals most at risk from exposure to O₃ include those with asthma, children, older adults, people who are active outdoors (especially outdoor workers), people with certain genetic characteristics, and people with reduced intake of certain nutrients, such as vitamins C and E. Children are at the greatest risk from exposure to O₃ because their lungs are still developing and they are more likely to be active outdoors when O₃ levels are high. Children are also more likely than adults to have asthma.

O₃ exposure also impacts vegetation and ecosystems.⁴⁷ According to EPA, when sufficient O₃ enters the leaves of a sensitive plant, it can:

- Reduce photosynthesis, which is the process that plants use to convert sunlight to energy to live and grow;
- Slow the plant's growth; and
- Increase sensitive plants' risk of disease, damage from insects, effects of other pollutants, and harm from extreme weather.

The effects on individual plants can also have broader effects on an ecosystem, including:

- The loss of species diversity (less variety of plants, animals, insects, and fish);
- Changes to the specific assortment of plants present in a forest;
- Changes to habitat quality; and
- Changes to water and nutrient cycles.

⁴⁷ EPA. Ecosystem Effects of Ozone Pollution. Available online at: <https://www.epa.gov/ground-level-ozone-pollution/ecosystem-effects-ozone-pollution>. Accessed 11/9/2018.

The O₃ levels measured within the region are typically well below levels that EPA considers to be “requisite” to attain in order to avoid impacts on vegetation. However, there is not necessarily a clear threshold below which there are no such impacts.

In addition to the indirect impact that these vegetation and ecosystem impacts could have on climate change, EPA also states that, “ozone in the atmosphere warms the climate,” so reductions in O₃ can also help address climate change.⁴⁸

10.2.2 Health and Environmental Effects of Particulate Matter

On most of the days when air quality is not “good” in the region, it is as a result of PM_{2.5} concentrations reaching levels EPA considers “moderate.” While it had been many years since PM concentrations had previously reached levels considered “unhealthy for sensitive groups,” the region had at least three such days in 2018 as a result of Saharan dust events, and previously experienced some acute short-term issues as a result of wildfires.

EPA states that exposure to PM₁₀ and PM_{2.5} can cause significant health problems because they get deep into the lungs. Numerous scientific studies have linked particle pollution to a variety of health problems, including:

- Premature death in people with heart or lung disease;
- Nonfatal heart attacks;
- Irregular heartbeat;
- Aggravated asthma;
- Decreased lung function; and
- Increased respiratory symptoms, such as irritation of the airways, coughing, or difficulty breathing.

People with heart or lung diseases, children, and older adults are the most likely to be affected by particle pollution.

PM_{2.5} also can also have a number of other environmental impacts, including:

- Visibility impairment;
- Making lakes and streams acidic;
- Changing the nutrient balance in coastal waters and large river basins;
- Depleting the nutrients in soil;
- Damaging sensitive forests and farm crops;
- Affecting the diversity of biosystems;
- Contributing to acid rain effects; and
- Stain and damage stone and other materials, including culturally important objects such as statues and monuments.

⁴⁸ EPA. Air Quality and Climate Change. <https://www.epa.gov/air-research/air-quality-and-climate-change-research>. Accessed 11/9/2018.

PM can also impact climate, although the impacts can vary based on the type of PM. For example, black carbon, which is a pollutant from combustion, contributes to warming, while particulate sulfates cool the atmosphere.⁴⁹

10.2.3 Health and Environmental Effects of NO₂ Exposure

There are a few instances in which 1-hour NO₂ concentrations at the near-road air monitor located along IH-35 in Austin just north of its intersection with U.S. 183 have reached “moderate” levels based on the AQI. According to EPA, breathing air with high concentrations of NO₂ can irritate airways in the human respiratory system, which can aggravate respiratory diseases such as asthma, leading to respiratory symptoms (such as coughing, wheezing, or difficulty breathing), hospital admissions and visits to emergency rooms. Ambient NO₂ and other NO_x react with other chemicals in the atmosphere to form both PM and O₃. People with asthma, as well as children and the elderly are generally at greater risk for the health effects of NO₂. NO₂ and other NO_x also contribute to visibility impairment, acid rain, and nutrient pollution in coastal waters.

10.3 Issue #3: Exposure to Hazardous Air Pollutants

As noted earlier, there are some 187 different pollutants that EPA considers HAPs.⁵⁰ Monitoring data is far more limited for HAPs, although TCEQ does collect and analyze data on 84 different VOCs through 24-hour canister sampling every six days at monitoring station located in East Austin. TCEQ’s Toxicology Division reviews these data each year and conducts an assessment for their potential to cause health effects, odor effects, or vegetation effects. TCEQ uses acute and chronic inhalation reference values and inhalation unit risk factors to assess the potential for exposure to the measured concentrations to impair human health. For “welfare” effects, TCEQ uses odor and vegetation “effects screening levels” (ESLs). These are not designed as comprehensive assessments of individual health risks, but can indicate if there is a problem that warrants further evaluation at a particular site.⁵¹ TCEQ’s evaluations for data from the Austin area have consistently indicated that the ambient air quality measured at this site, “would not be expected to cause adverse health effects or vegetation effects.”

Every three years, EPA conducts a “National Air Toxics Assessment” as a screening tool for state, local, and tribal agencies to identify which pollutants, emissions sources, and places they may wish to study further to better understand any possible risks to public health from air toxics. This assessment includes estimates of the increased risk of cancer and various non-cancer risks as a result of exposure to HAPs.

While risk assessments are available down to the census tract level, EPA cautions that, “NATA results are best applied to larger areas – counties, states, and the nation. Results for smaller areas, such as a census tract, are best used to guide follow-up local studies.”⁵² EPA further states that the data can be used to:

- Prioritize pollutants and emission source types;
- Identify places of interest for further study;
- Getting a starting point for local assessments;
- Focus community efforts; and

⁴⁹ Ibid

⁵⁰ EPA. Initial List of Hazardous Air Pollutants with Modifications. Available online at: <https://www.epa.gov/haps/initial-list-hazardous-air-pollutants-modifications>. Accessed 11/9/2018.

⁵¹ TCEQ. Toxicological Evaluations of Ambient Air Monitoring Data. Available at: <https://www.tceq.texas.gov/toxicology/regmemo>

⁵² EPA. NATA Overview. Available online at: <https://www.epa.gov/national-air-toxics-assessment/nata-overview>. Accessed 11/9/2018.

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- Inform monitoring programs.

However, EPA cautions that the data should not be used in the following ways:

- To pinpoint specific risk values in small areas such as a census tract;
- To characterize or compare risks at local levels (such as neighborhoods);
- To characterize or compare risks between states;
- To compare trends from one NATA year to another;
- As the sole basis for risk reduction plans or regulations;
- To control specific sources or pollutants; and
- To quantify benefits of reduced toxics emissions.

EPA presents cancer risks in the NATA in terms of the increased chance of contracting cancer over a lifetime as a result of exposure to modeled air toxics concentrations (in terms of # of people per 1 million). EPA presents respiratory, neurological, liver, kidney, and immunological hazards based on a “hazard index.” The NATA uses the following criteria for determining if a particular pollutant is a “regional cancer driver,” a “regional cancer contributor,” or a “regional noncancer driver” based on the individual health risk for cancer, the hazard index for non-cancer health effects, and the minimum number of people exposed.⁵³

Table 10-3. EPA 2014 NATA Criteria for Establishing Regional Drivers and Contributors of Health Effects for Risk Characterization

Risk Characterization Category	Individual Health Risk or Hazard Index Exceeds	Minimum Number of People Exposed
Regional Cancer Driver (alt. 1)	10 in a million	1 million
Regional Cancer Driver (alt. 2)	100 in a million	10,000
Regional Cancer Contributor	1 in a million	1 million
Regional Noncancer Driver	Hazard Index of 1	10,000

The following table summarizes key data from the 2014 NATA for Bastrop, Caldwell, Hays, Travis, and Williamson Counties and the state as a whole.

Table 10-4. Summary of Risk Data from 2014 NATA for the MSA and State

Area	Total Individual Cancer Risk (out of 1 million)	Maximum Individual Cancer Risk from Single Pollutant	Maximum Individual Cancer Risk for Individual Tract	Maximum Tract-Level-Noncancer Hazard Index
Bastrop Co.	29	21	30	0.37
Caldwell Co.	29	20	30	0.36
Hays Co.	30	21	33	0.45
Travis Co.	32	22	37	0.47
Williamson Co.	31	21	33	0.43
MSA	32	21	37	0.47

⁵³ EPA. 2014 National Air Toxics Assessment Technical Support Document. August 2018. Available online at: https://www.epa.gov/sites/production/files/2018-09/documents/2014_nata_technical_support_document.pdf

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Area	Total Individual Cancer Risk (out of 1 million)	Maximum Individual Cancer Risk from Single Pollutant	Maximum Individual Cancer Risk for Individual Tract	Maximum Tract-Level-Noncancer Hazard Index
Texas	35	21	348	1.48

For the MSA and each of the counties in the region, there are four pollutants that could be classified as a regional cancer driver or regional cancer contributor, but none that could be classified as a regional non-cancer driver:

Table 10-5. HAPS that can be classified as regional cancer drivers or contributors

Pollutant	Total Cancer Risk for Region	Max Cancer Risk at Tract Level	2014 Population Exposed to Risk > 1 in 1 million	2014 Population Exposed to Risk > 10 in 1 million
Acetaldehyde	2.5640	2.7181	1,716,289	0
Benzene	1.9547	2.7474	1,716,289	0
Carbon Tetrachloride	3.1192	3.1275	1,716,289	0
Formaldehyde	21.3170	22.6153	1,716,289	1,716,289

These data suggest that reducing emissions of these compounds could be established as a region-wide priority for reducing cancer risks associated with regional air pollution.

There are also three HAPS that had individual risk levels above 1 in one or more individual tracts within the region but where this risk level was not as widespread. These are shown in the table below.

Table 10-6. Other HAPS with an individual cancer risk of 1 out of a million or more in at least one Census Tract

Pollutant	Total Cancer Risk for Region	Max Cancer Risk at Tract Level	2014 Population Exposed to Risk > 1 in 1 million
Arsenic Compounds	0.2404	1.7083	14,890
Chromium VI (Hexavalent)	0.0927	3.0636	9,735
Napthalene	0.7457	1.1389	253,424

Aside from CAPCOG's participation in an Urban Air Toxics monitoring initiative by EPA in 2005 and bus retrofit initiatives, HAPs have not been an air quality focus for the region. TCEQ and EPA take different approaches to characterizing these risks. TCEQ compares ambient air monitoring data to specific thresholds for various compounds and determines whether the measured concentrations exceed those thresholds. EPA's approach involves modeling and cumulative risk assessment.

TCEQ's evaluation suggests that exposure to concentration of HAPs measured in East Austin would not be expected to cause adverse impacts to health or vegetation or cause odor issues. However, EPA's assessment indicates that there are several HAPs that are likely to have high enough concentrations across the MSA to be considered regional drivers or contributors to cancer. EPA's analysis also indicates that are several other HAPs that may be problematic in more limited areas.

A precautionary approach to interpreting EPA's data would suggest that actions taken to reduce emissions of acetaldehyde, benzene, carbon tetrachloride, and formaldehyde could be warranted, while

an approach relying on TCEQ's evaluations would suggest that such actions may not be necessary. **Due to the uncertainties surrounding HAPs, the best approach for the region may be to keep individual CAC members informed about these issues to enable them to address issues within their own organizations rather than undertaking a region-wide effort to control emissions of these pollutants. CAPCOG will continue keep abreast of information on air toxics and communicate this information to the CAC.**

10.4 Issue #4: Exposure to Nuisance Odors

Nuisance odor complaints are one of the most common complaints TCEQ receives. One measure of the degree to which nuisance odors interfere with "clean air" is the number of nuisance odor reports TCEQ receives. These numbers can be queried by county, and can be compared to each county's population as an indication of the average number of complaints per capita per year.

Table 10-7. Information on Bastrop, Caldwell, Hays, Travis, and Williamson Counties⁵⁴

County	Population, 2017	Complaints	Complaint Rate (complaints/10,000)
Bastrop	84,761	51	6.0
Caldwell	42,338	13	3.1
Hays	214,485	44	2.1
Travis	1,226,698	262	2.1
Williamson	547,545	105	1.9
TOTAL	2,115,827	475	2.2

Statewide, the rate for 2017 was 3.4 complaints per 10,000 persons. These data suggest that Bastrop County may be experiencing a disproportionate nuisance odor burden.

10.5 Issue #5: Environmental Justice (EJ) Considerations

EPA defines "Environmental Justice" as, "the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies." EPA considers "fair treatment" to mean, "no group of people should bear a disproportionate share of negative environmental consequences resulting from industrial, governmental, and commercial operations or policies."

To some extent, the NAAQS program itself is intended to address EJ considerations on a pollutant-by-pollutant level. Unlike air quality standards in some other countries, which may differentiate between the goals for industrialized and rural areas, EPA's NAAQS are applicable nation-wide. EPA is required to set the primary, health-based NAAQS at levels that are not only protective of the average member of the public, but also protective of "sensitive populations" like seniors, children, individuals with respiratory problems, and people who are active outdoors. EPA's monitoring requirements for pollutants regulated by a NAAQS also require that states locate monitors in areas where pollutant concentrations are expected to be the highest, and an entire area's compliance with the NAAQS is based on the worst air pollution levels measured within the region. Therefore, ensuring an area's compliance with the NAAQS ensures that no population in the region is exposed to air pollution levels EPA has deemed to be unhealthy over a sustained period of time.

However, this perspective misses several important points:

⁵⁴ U.S. Census Bureau. Quick Facts. Accessed November 8, 2018.

- Impacts from air pollution exposure may not have a very clear threshold in the ranges experienced within the region even below the NAAQS;
- Impacts from multiple different types of air pollution can have a cumulative effect on public health that pollutant-by-pollutant analyses may miss; and
- These impacts may be geographically distributed in such a way as to cause a particular group to bear a disproportionate burden from air pollution.

EPA's EJ Screen⁵⁵ and similar tools can be used to identify groups and areas within the region that may be experiencing a disproportionate burden of air pollution, which can in turn help focus local or regional efforts to improve equity in environmental outcomes.

10.6 Issue #6: The Impact of Activities within the Region on Air Quality Issues Elsewhere

Ambient concentrations of greenhouse gases and O₃ layer depletion are important air quality issues at a global scale, and emissions from within the region and indirectly caused by activities undertaken within the region certainly contribute to these issues. While these issues are not specific to the region, they are air quality issues that several CAC members have made a priority in recent years. Additionally, a number of CAC members are affected directly by federal greenhouse gas regulations, particularly in the electric utility sector.

It is also true that there are important linkages between global climate change and regional air pollution. As EPA states, "atmospheric warming associated with climate change has the potential to increase ground-level ozone in many regions, which may present challenges for compliance with ozone standards in the future. The impact of climate change on other air pollutants, such as particulate matter, is less certain, but research is underway to address these uncertainties."⁵⁶ Due to the impact that changes in the climate may have on regional air pollution, the region should keep track of how such changes may impact the region's plan for maintaining compliance with air quality standards or otherwise minimizing air pollution from O₃ and other pollutants. Another area where there is overlap between these concerns is that combustion is the primary activity that would need to be controlled in order to reduce both NO_x emissions and CO₂ emissions. Efforts to reduce combustion of fossil fuels within the MSA would therefore be expected to have beneficial impacts on both regional air pollution and climate change.

CAC members have varying degrees of interest in controlling greenhouse gas emissions, as indicated in the stakeholder workshops CAPCOG conducted earlier in 2018. On one end of the spectrum, the City of Austin has adopted a series of plans to reduce greenhouse gas emissions attributable to activity within the City and Travis County, as identified in its 2015 Community Climate Protection Plan. In contrast, several stakeholders that participated in the workshops for the development of this plan indicated that this plan should not address greenhouse gases at all. Due to the ancillary consequences for regional air quality and the regulatory requirements that apply to CAC members related to greenhouse gases, it is important to at least keep track of scientific and regulatory developments in this area. To the extent that the CAC can help ensure that efforts by its members to address greenhouse gas emissions also helps address other pollutants, efforts undertaken within the region for the purpose of reducing greenhouse gas emissions can also yield significant regional air pollution benefits.

⁵⁵ <https://www.epa.gov/ejscreen>

⁵⁶ EPA. Air Quality and Climate Change Research. November 9, 2018.

11 Appendix C: Descriptions of Organizations, Roles, and Responsibilities

This appendix outlines the roles and responsibilities of each organization participating in this plan, and may be updated as needed by CAPCOG to reflect new information. This appendix is current as of December 21, 2018.

11.1 CAPCOG

The CAPCOG is the regional planning commission for state planning region 12, which includes Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties. CAPCOG is a political subdivision of the state and subject to Texas Local Government Code Chapter 391 ("Regional Planning Commissions"). As described in its by-laws, CAPCOG is, "a voluntary organization of local governments through which its members seek, by mutual agreement and closer cooperation, solutions to mutual problems for their mutual benefit." CAPCOG's goal is to, "combine the total resources of its members for regional planning beyond the capabilities of its individual members." CAPCOG is one of the few COGs in the country that has an MPO within its boundaries that is not incorporated into the COG.

CAPCOG's governing body is its Executive Committee, which consists of city and county elected officials from throughout its 10-county planning region. CAPCOG also has a General Assembly that includes a broader array of individuals and organizations from around the region that approves the members of the Executive Committee, CAPCOG's by-laws, and CAPCOG's annual budget.

CAPCOG's air quality program provides key leadership and support for the region's air quality planning efforts. Its activities include:

- Staff support for the Clean Air Coalition;
- The development of air quality plans;
- The preparation of annual air quality plans;
- Serve as a liaison with TCEQ and EPA on regional air quality issues;
- Participation in statewide air quality groups like the Texas Clean Air Working Group (TCAWG) and the Technical Working Group (TWG) on behalf of the region;
- Tracking legislation, regulations, and litigation related to air quality and keeping CAC members informed about their implications for the region's air quality planning efforts;
- Technical assistance on air quality issues and implementation of air quality measures;
- Conducting outreach and education to promote general air quality awareness, promote actions that will reduce regional air pollution, recruit new participants in the regional air quality plan, and promote actions that can help reduce exposure to high air pollution levels when they occur;
- Conducting air pollution monitoring throughout the region to collect data to supplement data collected from TCEQ's air monitoring stations within the region;
- Analyzing regional air pollution data and communicating the implications of the data on regional air quality planning to local stakeholders;
- Estimating and analyzing emissions from key sources of air pollution within the region and from sources outside of the region that impact regional air pollution concentrations;
- Analyzing and quantifying the benefits and costs of implementing air pollution control measures;

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- When resources are available, awarding and administering air quality-related grants within the region; and
- Other scientific, technical, and planning activities in support of the region's air quality planning efforts.

CAPCOG staff developed and drafted this plan in consultation with the CAC, CACAC, and other stakeholders, and will track the implementation of the plan through annual reports.

CAPCOG also administers the region's Commute Solutions program, which is the regional TDM program. The Commute Solutions program is managed separately from the air quality program. However, the program helps improve regional air pollution by reducing emissions-generating activity associated with personal vehicle usage within the region. There is significant overlap between CAPCOG's outreach activities for the Commute Solutions program and air quality program. The Commute Solutions program is discussed in Section 3.2 of this plan.

Up until 2018, CAPCOG's air quality program had been primarily funded through a local air quality planning grant provided by the State of Texas through TCEQ to 10 "near-nonattainment" areas. For the 2016-2017 biennium, this amount totaled \$1.247 million for CAPCOG, or about \$624,000 per year. In June 2017, the Governor vetoed this funding. Subsequently, the city and county governments participating in the Clean Air Coalition stepped in to fund CAPCOG's air quality program using local funding. For FY 2019, CAPCOG's annual air quality budget totaled \$437,000, with county governments contributing about 41% and city governments contributing 59%, with each local government contributing a pro-rata share based on population and local government type. CAPCOG will continue to pursue state and federal funding opportunities to support these activities, in order to reduce the financial burden on local governments. Until such time as CAPCOG is able to secure such funding, CAPCOG will continue to rely on local government contributions to support the regional air quality program. CAPCOG will consult with the Clean Air Coalition in January and February each year on a proposed scope of work and funding request prior in advance of submitting funding requests to local governments for consideration for the following fiscal year.

11.2 City Governments

The CAC includes 18 of the 19 home-rule cities located in the MSA and 1 general-law city. Home rule cities are cities with a population of at least 5,000 in which the citizens have adopted a home-rule charter. Under state law, actions undertaken by a home-rule city are presumed to be interest and are permissible unless they are specifically prohibited by state statute or the state constitution. (Texas Local Government Code Title 2, Subtitle A, Chapter 9: Home-Rule Municipality).

The 19 cities in the CAC represent a collective population of 1,559,212 in 2017, constituting 74% of the MSA's population. Cities can help achieve emission reductions both directly – through controlling emissions from its own sources, and indirectly – through its municipal activities and utilities. The list of cities and their populations, along with selected utilities the cities operate, are shown in the table below.

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Table 11-1. City CAC Members

City	2017 Population	Electric Utility	Solid Waste Utility	Water Utility	Airport
Austin	950,715	☒	☒	☒	☒
Bastrop	8,802	☒	☒	☒	☐
Bee Cave	6,739	☐	☐	☐	☐
Buda	16,163	☐	☐	☒	☐
Cedar Park	75,704	☐	☒	☒	☐
Elgin	9,701	☐	☒	☒	☐
Georgetown	70,685	☒	☒	☒	☒
Hutto	25,367	☐	☒	☒	☐
Kyle	43,480	☐	☒	☒	☐
Lago Vista	6,815	☐	☒	☒	☒
Lakeway	15,154	☐	☐	☒	☐
Leander	49,234	☐	☒	☒	☐
Lockhart	13,788	☒	☒	☒	☒
Luling	5,903	☒	☒	☒	☐
Pflugerville	63,359	☐	☒	☒	☐
Round Rock	123,678	☐	☒	☒	☐
San Marcos	63,071	☒	☒	☐	☒
Sunset Valley	687	☐	☒	☒	☐
Taylor	16,982	☐	☒	☒	☒
TOTAL	1,566,027	6	16	17	6

The Cities of Kyle and Lago Vista are new CAC members for this plan.

The following table summarizes 2017 electricity data for the municipal electric utilities in the region that reported data to the Energy Information Administration (EIA), including megawatt-hours (MWh) sold, total revenue, and average price per kilowatt-hour (kWh).⁵⁷

Table 11-2. Municipal Electric Utility Data for 2017 Reported to EIA

Utility	Customers	Sales (MWh)	Revenue (\$1,000)	Avg. Price (cents/kWh)
Austin Energy	475,744	12,905,561	1,179,480.0	9.14
City of Georgetown	25,460	621,464	65,001.4	10.46
City of Lockhart	5,383	103,836	10,726.2	10.33
City of San Marcos	24,118	609,867	65,404.0	10.72
TOTAL	530,705	14,240,728	1,320,611.60	9.27

⁵⁷ Energy Information Administration. Revenue from retail sales of electricity to ultimate customers: Annual, by State and Utility, tables 6-10. Data from forms EIA-861 – schedules 4A & 4D and EIA-861S. Release date: 11/6/2017. Accessed 10/17/2018.

These utilities accounted for 3.6% of the 394,822,046 MWh of electricity sold at retail in 2017. The Electric Reliability Council of Texas's (ERCOT's) average emissions rate for 2017 was 0.42885 lbs NO_x/MWh,⁵⁸ meaning that the electricity sold from these four utilities accounted for approximately 3,054 tons of NO_x emissions across the ERCOT grid, (may not account for transmission losses). The most recent available transmission losses averaged 2.1355%, from 10/17/2018, while distribution losses averaged 2.4594% for ONCOR.

Among the municipal utilities in the region, Austin Energy is unique: in addition to being a retailer service provider and a manager of electricity distribution infrastructure, it also owns and operates generating assets, including two point sources located within the MSA: the Decker Creek Power Plant and the Sand Hill Power plant.

Cities can also have a significant influence over emissions within their communities through indirect means, including:

- Establishing and enforcing building codes that promote energy efficiency and renewable energy;
- Using development codes that help reduce vehicle miles traveled;
- Managing transportation systems in ways that reduce on-road emissions; and
- Adopting and enforcing vehicle idling restrictions.

11.3 County Governments

County governments are much more restricted in their authority than home-rule cities. Under Texas law, counties only have the authority to undertake activities explicitly granted to them by the state constitution or statutes. However, counties still have significant influence on emissions-generating activities. Due to their participation in the DACM/LIRAP and LIP programs, Travis and Williamson Counties also have had a significant role in these air quality programs. Currently, Travis County administers the LIRAP program on behalf of both counties. However, as a result of the Governor's veto of appropriations for the LIRAP program for the FY 2018-2019 biennium, both counties have adopted resolutions to suspend LIRAP revenue collection and expect the program to wind down in May 2019. County law enforcement officials can also undertake enforcement actions related to the vehicle emissions inspection and maintenance program and – if the county has entered into an MOA with TCEQ – can enforce extended idling restrictions.

Table 11-3. County Populations 2017

County	MSA County Type	2017 Population
Bastrop	Outlying	84,761
Caldwell	Outlying	42,338
Hays	Central	214,485
Travis	Central	1,226,698
Williamson	Central	547,545
TOTAL	n/a	2,115,827

11.4 CAMPO

CAMPO is the Metropolitan Planning Organization (MPO) for the Capital Area Metropolitan Planning Area (MPA), which consists of Bastrop, Burnet, Caldwell, Hays, Travis, and Williamson Counties. The

⁵⁸

http://www.ercot.com/content/wcm/landing_pages/89278/2017_Renewable_Content_Calculator_EFLWorkbook_v1.xlsx

Capital Area MPA is the MPA associated with the Austin urbanized area. CAMPO is responsible for the development of the MPA's long-range (20+ year) Regional Transportation Plan (RTP) and a short-range (4-year) Transportation Improvement Program (TIP). If any of the counties in the Capital Area MPA were to be designated "nonattainment" for any NAAQS, CAMPO's planning efforts would be constrained by federal transportation conformity requirements. CAMPO would be responsible for awarding any federal Congestion Mitigation for Air Quality (CMAQ) funding that would be available to the region.

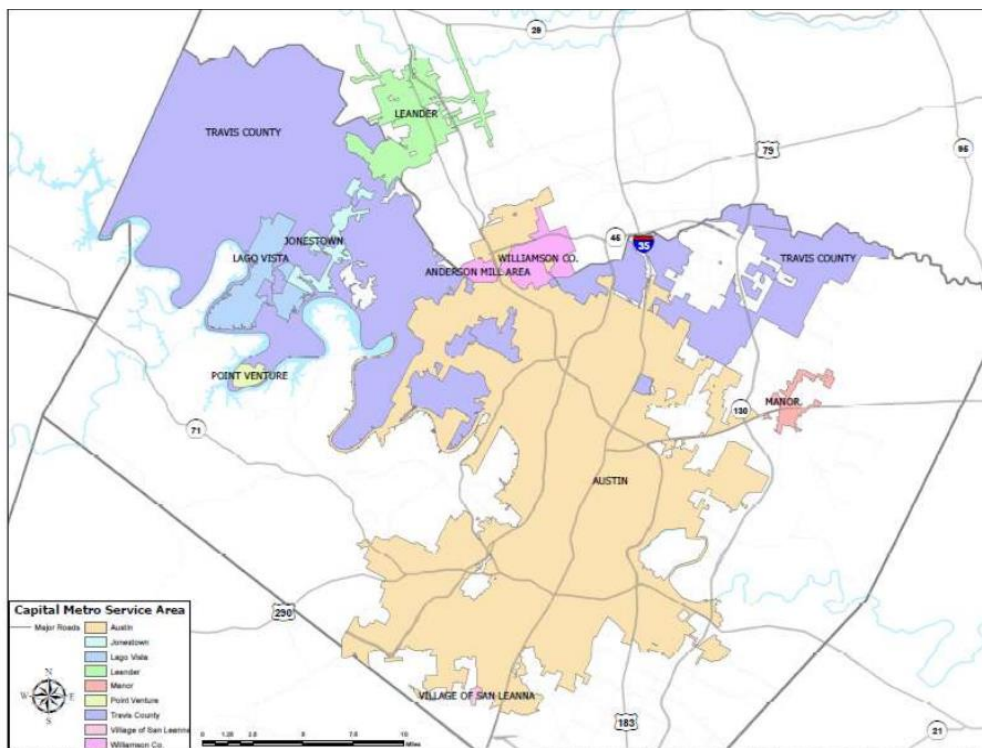
CAMPO is governed by a Transportation Policy Board (TPB). Voting members include elected officials from each county government, elected officials from each city with a population of more than 50,000, a representative from TxDOT, and a representative from CapMetro. CAMPO also has a Technical Advisory Committee comprised of staff from local jurisdictions and organizations throughout the region to provide technical expertise and recommendations to inform the TPB in its decision-making process.

As mentioned above, CAMPO is one of the few MPOs for a major metropolitan areas in the country that is not combined with the COG that covers that region. However, CAMPO participates in the regional air quality planning effort through a staff liaison that participates in the CAC Advisory Committee.

11.5 CapMetro

CapMetro is the primary regional transit provider for the Austin urbanized area, and therefore, it plays an important role in the region's air quality plan. Its service area covers 534 square miles and 1 million residents, and includes the City of Austin, the City of Jonestown, the City of Lago Vista, the City of Leander, the City of Point Venture, the Village of San Leanna, Travis County Precinct 2, and the Anderson Mill area of Williamson County.

Figure 11-1. CapMetro Service Area



CapMetro also operates a significant fleet of vehicles, and has taken steps and will continue to take steps to control and reduce emissions from its operations throughout the course of this plan. Its fleet includes:⁵⁹

- 368 “MetroBuses” and 55 “MetroRapid vehicles operating a total of 95 fixed routes, which averaged 103,308 riders on weekdays in September 2018;
- 10 Diesel-electric trains, which averaged 2,968 riders on weekdays in September 2018;
- 243 Vanpools; and
- 117 Paratransit vehicles.

CapMetro also offers a number of other services including the following:

- CapMetro staffs an “Office of Mobility Management” (OMM) in partnership with the Capital Area Rural Transportation System (CARTS). OMM helps residents get around the region without single-occupancy vehicle commuting;
- CapMetro operates a number of special-event services to help provide transportation alternatives during the many special events that occur within the region throughout the year; and
- CapMetro also has started to form partnerships with jurisdictions outside of its service area that are within the Austin urbanized area to assist them in making transit services available to these communities. These partnerships include the Cities of Georgetown, Pflugerville, and Round Rock.

11.6 CTRMA

CTRMA is an independent government agency created in 2002 to improve the transportation system in Williamson and Travis counties. The agency’s mission is to implement innovative, multi-modal transportation solutions that reduce congestion and create transportation choices that enhance quality of life and economic vitality. The Mobility Authority was created and operates under the Texas Transportation Code Chapter 370. It is authorized under state law to implement a wide range of transportation systems including roadways, airports, seaports and transit services. Among its activities within the region in recent and coming years include:

- The MoPac improvement project;
- US 183 South;
- SH 45 Southwest;
- US 183 North;
- US 290/SH 130 flyovers;
- MoPac South;
- 183A;
- US 290 East toll road;

⁵⁹ <https://www.capmetro.org/facts/>!

- SH 71 East toll road; and
- The HERO project.

CTRMA participates in a number of green initiatives, including the “Green Mobility Challenge,” shared use paths, the commute solutions program, and voluntary emission reduction measure implementation by its construction contractors. CTRMA also conducts and participates in a variety of emissions analyses, including an emissions analysis of 183A in 2009 and an upcoming analysis of the MoPac expressway in 2019.

11.7 LCRA

The LCRA is a regional agency that manages surface water in the Lower Colorado River area and provides public power to organizations throughout the region. Within the MSA, LCRA owns two power plants: the Sim Gideon Power Plant (which it also operates), and the Lost Pines Power Plant (which is operated by GenTex). As a wholesale power supplier, LCRA also owns and operates transmission lines across the region, and operates a series of dams that generate small quantities of electric power. LCRA also owns and operates a gas compressor station located in Bastrop County that is required to provide annual emissions inventory reports to TCEQ. The LCRA is also a large regional employer.

11.8 EPA

EPA is responsible for promulgating the NAAQS, promulgating rules and guidance needed to implement the NAAQS, designating areas as “nonattainment,” “attainment,” or “unclassifiable” for the NAAQS. EPA also is charged with promulgating rules governing the emissions of air toxics, O₃-depleting substances, and, more recently, greenhouse gas emissions. EPA also directly establishes nation-wide standards for new mobile source engines, fuels, and stationary sources. EPA is responsible for reviewing and approving SIPs or otherwise promulgating FIPs if it does not approve the SIPs, approving a state’s air monitoring plans, and conducting oversight of the state’s air quality planning efforts in carrying out the requirements of the Clean Air Act.

EPA also provides support for local efforts to address air pollution through the National Clean Diesel/DERA grant funding, the Advance Program, the NATA, the Environmental Justice Screen (EJ Screen) tool, and many other technical resources. EPA also maintains the AirNow site that provides nation-wide data and information on air quality. Any changes to the Texas SIP applicable to the region or the regulatory monitoring network within the region are subject to EPA approval.

The very first Strategic Measure included in EPA’s 2018-2022 Strategic Plan is to reduce the number of nonattainment areas from 166 as of October 1, 2017, to 101 by September 30, 2022. This strategic plan and associated measure overlap with the time period covered by this plan, and the primary goal of this plan to maximize the probability of compliance with the NAAQS region-wide helps advance this strategic national measure. EPA’s ongoing partnership and support in keeping the Austin-Round Rock-Georgetown MSA in attainment of the NAAQS will help both EPA and the region achieve its goals.

11.9 FHWA

FHWA is a division of the United States Department of Transportation that specializes in highway transportation. FHWA plays a major role in transportation and mobility in the region through funding for roadway improvements projects. The FHWA is a new CAC member.

11.10 TCEQ

TCEQ is the state’s environmental agency and is tasked by the Texas Legislature with enforcing the NAAQS within the state. As part of this responsibility, TCEQ:

- Conducts daily air quality forecasts for the MSA and the rest of the state;

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- Prepares revisions to the SIP;
- Adopts rules regulating emissions within the state;
- Issues permits to owners and operators of stationary sources of emissions that limit the facility's emissions, monitors for compliance, and enforces permit conditions and other rules;
- Administers an emissions banking and trading program;
- Administers the state's program for providing property tax exemptions for pollution abatement equipment;
- Conducts inspections and enforces rules and permit conditions;
- Owns and operates air quality monitoring stations required by EPA;
- Enters into memoranda of agreement (MOAs) with local governments to carry out local enforcement of heavy-duty idling restrictions;
- Established motor vehicle emissions budgets (MVEBs) and participates in interagency consultation regarding federal transportation and general conformity requirements;
- Prepares any exceptional events demonstrations for any air quality data collected in the state;
- Administers air quality-related grant programs, including the various TERP grant programs and the VW settlement beneficiary mitigation plan;
- Oversees any air quality-related Supplemental Environmental Projects (SEPs) funded by individuals and organizations as an alternative to paying an administrative penalty as a result of a violation of TCEQ rules;
- Conducts toxicological assessments of ambient air quality data collected within the state;
- Conducts scientific research into emissions, meteorology, and other air pollution issues; and
- Interacts with local and regional governments on air quality issues.

Any changes to the state's emission rules applicable to the region, the regulatory monitoring stations located within the region, the SIP, or programs applicable to the region would require approval by the TCEQ. TCEQ could also undertake changes to each of these items on their own initiative.

In the past, TCEQ also played an indirect role in the region's air quality planning efforts in its capacity as the agency tasked with overseeing and administering the region's local air quality planning grant that funded CAPCOG's air quality program. Now that this grant program is no longer in existence, TCEQ's role in this regard has also ceased. However, if state funding for these types of activities were to be reinstated in the future, it is likely that TCEQ would resume this role.

As the country's second-largest environmental agency, with its primary offices located within the region, TCEQ also participates in the region's air quality plan through efforts to control emissions associated with its own operations. Details on these efforts are provided later in this plan.

11.11 Texas Department of Public Safety

The Texas Department of Public Safety administers the state's vehicle inspection program, which includes an emissions testing requirement for Travis and Williamson Counties. Many of the emissions I/M program rules are found in Title 30 of the Texas Administrative Code, Part 1, Chapter 114, Subchapter C, which TCEQ's for the emissions I/M program. However, rules promulgated by DPS for the I/M program are listed in Title 23, TAC, Part 1, Chapter 23. These include:

- Vehicle inspection station certification;
- General requirements for all vehicle inspection stations;
- Requirements for vehicle emissions inspections;
- Exemptions and time extension waivers for the emissions inspection tests;
- Requirements for repair technicians and facilities to be considered “recognized;” and
- Specifications how violations will be handled.

DPS also has a high-emitter program that involves remote-sensing of emissions data along roadways in counties with an I/M program. Vehicles that are detecting emitting higher than specified levels are required to conduct and pass an “off-cycle” inspection within 30 days of receiving a notice from the Department. DPS has in the past implemented this program in Travis and Williamson Counties at TCEQ’s request, but currently only implements the program in the Dallas-Fort Worth and Houston areas as requested by TCEQ.

11.12 TPWD

TPWD is a Texas state agency that oversees and protects wildlife and their habitats. In addition, the agency is responsible for managing the state’s parks and historical areas. Its mission is to manage and conserve the natural and cultural resources of Texas for the use and enjoyment of present and future generations. TPWD is a new CAC member.

11.13 TxDOT

TxDOT plays several roles in support of the region’s air quality plan. TxDOT’s headquarters are located in Austin, and it also has a district office located in Austin and several facilities throughout the region. TxDOT takes a number of steps to reduce emissions from its own operations and employees and is both a CAC member and a Clean Air Partner.

TxDOT is also responsible for administering transportation funding awarded to CAPCOG, CapMetro, and City of Austin for TDM projects that were awarded for the 2019-2022 TIP. If the region were ever designated nonattainment, TxDOT would be involved in the transportation and general conformity processes.

11.14 Austin White Lime

Austin White Lime is a lime manufacturing company that operates a lime manufacturing facility located in northern Travis County and a lime quarry located in Williamson County. Austin White Lime’s manufacturing facility emitted a total of 420 tons of NO_x emissions in 2016, making it the 2nd-largest point source of NO_x emissions within the MSA that year, behind Texas Lehigh Cement Company. Austin White Lime joined the CAC in August 2016, and although it has not made any specific emission reduction measure commitments, it has worked with CAPCOG to implement various emission reduction measures, including replacement of older trucks and equipment used by the company and the installation of equipment that improved the fuel efficiency at the largest of its manufacturing facility’s three kilns, thereby reducing NO_x emissions.

EPA has at various times suggested that lime kilns may be able to install low-NO_x burners, selective non-catalytic reduction (SNCR), or selective catalytic reduction (SCR) as a means of reducing a lime kiln’s NO_x emissions. For example, these measures are included in EPA’s most recent “Menu of Control Measures”

for NAAQS implementation.⁶⁰ However, based on CAPCOG’s review of publicly available information and discussions with Austin White Lime, it appears that no lime plant in the country has installed any such equipment due to the impact these types of controls would have on product quality. Furthermore, EPA’s approval of Texas’s Reasonably Available Control Technology (RACT) demonstration for the Dallas-Fort Worth (DFW) 2008 O₃ NAAQS nonattainment area in 2017 suggests that EPA does not at this time consider these technologies to be “reasonably available controls” for lime kilns. Austin White Lime’s primary opportunities for NO_x reductions stem from reducing emissions from heavy-duty diesel equipment used on-site and from combustion optimization at the kilns, both of which Austin White Lime has pursued in recent years.

11.15 Texas Lehigh Cement Company

Texas Lehigh Cement Company operates a cement plant in Buda, which is located in Hays County. In 2016, this facility emitted 2,257 tons of NO_x, making it the largest point source of NO_x emissions within the MSA, and the 2nd-largest source of NO_x emissions among the 11 cement plants that submit annual emissions data to TCEQ. Texas Lehigh has been a CAC member since 2013, and also participated in the region’s air quality planning efforts in 2009 during “The Big Push.” Texas Lehigh’s facility is equipped with SNCR controls in order to keep the facility’s NO_x emissions within permitted limits. However, Texas Lehigh maximizes the NO_x reduction efficiency of the control equipment between 9 am and 3 pm on days when TCEQ predicts high O₃ in either the Austin-Round Rock-Georgetown MSA or the San Antonio-New Braunfels-Pearsall MSA. This measure significantly reduces the facility’s NO_x emissions during this key time of day when its emissions would be most likely to contribute to the MDA8 O₃, thereby minimizing its impact on ambient O₃ air pollution concentrations on those days. This unique measure enables highly cost-effective reductions in ambient O₃ by leveraging TCEQ’s air quality forecasting and the facility’s existing control systems. Texas Lehigh has indicated that it intends to continue implementing this measure during the course of this plan. The company has also previously received TERP grants.

11.16 CAF

The CAF is a 501(c)(3) non-profit organization that promotes air quality within the MSA.

- Inform Central Texans when O₃ season begins and of days when the region’s air quality is likely to reach harmful levels;
- Educate the public on air quality issues and new regulations in Central Texas, as well as ways citizens can help reduce harmful emissions to protect themselves and their families;
- Provide businesses and citizens the opportunity to stay abreast of the latest air quality developments;
- Research emerging air quality issues in the region;
- Facilitate and participate in regional collaborative problem-solving with other agencies, elected officials, university students, industry leaders, and administration officials and the public;
- Provide a public forum for the exchange of information and ideas on air quality issues; and
- Present information on the health and economic impacts of air pollution to schools, governments, civic organizations, and businesses.

⁶⁰ EPA. Menu of Control Measures. Updated 4/12/2012. Available online at: <https://www.epa.gov/air-quality-implementation-plans/menu-control-measures-naaqs-implementation>.

The CAF manages the Clean Air Partners Program, which works with local employers in the MSA to implement company-specific emission reduction strategies. Partners implement these programs and report their emission reductions annually. The Clean Air Partners Program won an EPA Clean Air Excellence Award in 2015.

11.17 LSCFA

The LSCFA is the Austin-area Clean Cities Coalition constituted as a membership-based 501(c)(3) non-profit organization. The Clean Cities program advances the nation's economic, environmental, and energy security by supporting local actions to reduce petroleum consumption in transportation. The LSCFA brings together stakeholders in the public and private sectors to deploy alternative and renewable fuels, idle-reduction measures, fuel economy improvements, and emerging transportation technologies.

11.18 Public Citizen

Public Citizen is a nonprofit consumer advocacy organization that champions the public's interest. Public Citizen's Texas office advocates for emission reductions, clean and sustainable energy, advancing energy efficiency in Texas, and more. Public Citizen has 400,000 members and supporters throughout the country. Public Citizen is a new CAC member

11.19 Sierra Club – Lone Star Chapter

The Sierra Club's Lone Star Chapter advocates for clean air and water, smart energy solutions, responsible transportation choices and for natural resources to be protected so that current and future generations may enjoy them. The Chapter values diversity and promotes environmental education and environmental justice in their efforts to explore, enjoy, and protect Texas' natural heritage and to protect public health. As of December 2018, the Lone Star Chapter has 26,850 members statewide.

12 Appendix D: Summary of Plan Commitments by Organization

The following table summarizes the commitments made by CAC members specifically for this plan as of December 21, 2018. A more detailed listing of commitments is provided in an accompanying spreadsheet. All CAC members are expected to annually report whatever measures they do implement to CAPCOG. CAPCOG is authorized to update this appendix table and the related spreadsheet as organizations are added and commitments are updated without this plan needing direct approval by the CAC.

Table 12-1. Summary of 2019-2023 Austin-Round Rock-Georgetown MSA Regional Air Quality Plan Commitments

Organization	Commits to Implement Some Tier 1 Measures	Commits to Implement All Applicable Tier 1 Measures	Commits to Implementing Applicable Tier 2 Measures	Commits to Implementing All Applicable Tier 2 Measures	Commits to Implementing Other Measures
Bastrop County	☒	☒	☒	☐	☐
Caldwell County	☒	☐	☐	☐	☐
Hays County	☐	☐	☐	☐	☐
Travis County	☒	☒	☒	☐	☒
Williamson County	☐	☐	☐	☐	☐
City of Austin	☒	☒	☒	☐	☒
City of Bastrop	☒	☐	☒	☐	☒
City of Bee Cave	☒	☒	☐	☐	☐
City of Buda	☒	☐	☐	☐	☐
City of Cedar Park	☒	☒	☒	☐	☐
City of Elgin	☒	☐	☒	☐	☒
City of Georgetown	☒	☐	☒	☐	☒
City of Hutto	☐	☐	☐	☐	☐
City of Kyle	☒	☒	☒	☐	☒
City of Lago Vista	☐	☐	☐	☐	☐
City of Lakeway	☒	☐	☒	☐	☐
City of Leander	☐	☐	☐	☐	☐
City of Lockhart	☒	☐	☒	☐	☐
City of Luling	☐	☐	☐	☐	☐
City of Pflugerville	☒	☒	☒	☐	☒
City of Round Rock	☐	☐	☒	☐	☒
City of San Marcos	☐	☐	☐	☐	☐
City of Sunset Valley	☒	☐	☒	☐	☒
City of Taylor	☐	☐	☐	☐	☐
CAPCOG	☒	☒	☒	☐	☐
CAMPO	☐	☐	☐	☐	☐
CapMetro	☒	☐	☒	☐	☒
CTRMA	☒	☐	☒	☐	☒
LCRA	☒	☒	☐	☐	☐
FHWA	☒	☒	☐	☐	☒

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Organization	Commits to Implement Some Tier 1 Measures	Commits to Implement All Applicable Tier 1 Measures	Commits to Implementing Applicable Tier 2 Measures	Commits to Implementing All Applicable Tier 2 Measures	Commits to Implementing Other Measures
TCEQ	☒	☐	☐	☐	☒
TPWD	☐	☐	☐	☐	☐
TxDOT	☒	☐	☒	☐	☒
Austin White Lime	☐	☐	☐	☐	☐
Texas Lehigh	☐	☐	☒	☐	☒
CAF	☐	☐	☐	☐	☐
LSCFA	☒	☐	☐	☐	☒
Public Citizen	☒	☐	☐	☐	☒
Sierra Club	☒	☐	☐	☐	☒

“Tier 2 participants” are organizations that have committed to implement all Tier 1 measures and at least one Tier 2 measure. These organizations include:

- Bastrop County
- Travis County
- City of Austin
- City of Cedar Park
- City of Kyle
- City of Pflugerville
- CAPCOG

“Tier 1 participants” are organizations that have committed to implement all Tier 1 measures, but did not commit to implement any of the Tier 2 measures. These organizations include:

- City of Bee Cave
- LCRA
- Lone Star Chapter of the Sierra Club

“Other participants” include any other organization participating in the air quality plan. Several of these organizations have made substantial emission reduction commitments (including some Tier 1 and 2 measures), while others have committed to report whatever measures they do implement, but haven’t made a commitment to implement any specific measure. This list also includes any CAC member that has not provided any specific list of commitments as of December 21, 2018. These list of “other participants” includes:

- Caldwell County
- Hays County
- Williamson County

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- City of Bastrop
- City of Buda
- City of Elgin
- City of Georgetown
- City of Hutto
- City of Lago Vista
- City of Lockhart
- City of Luling
- City of Round Rock
- City of San Marcos
- City of Sunset Valley
- City of Taylor
- CAMPO
- CapMetro
- CTRMA
- FHWA
- TCEQ
- TPWD
- TxDOT
- Austin White Lime
- Texas Lehigh Cement Company
- CAF
- LSCFA
- Public Citizen

13 Appendix E: Glossary

AACOG: Alamo Area Council of Governments

AFFP: Alternative Fueling Facilities Program

AQCR: Air Quality Control Region

AQI: Air Quality Index

BRFSS: Behavioral Risk Factor Surveillance System

CAC: Central Texas Clean Air Coalition of the Capital Area Council of Governments

CACAC: Clean Air Coalition Advisory Committee

CAF: CLEAN AIR Force of Central Texas

CAMPO: Capital Area Metropolitan Planning Organization

CAMS: Continuous Air Monitoring Station

CAPCOG: Capital Area Council of Governments

CapMetro: Capital Metropolitan Transportation Authority

CARTS: Capital Area Rural Transportation System

CASAC: Clean Air Scientific Advisory Committee

CBSA: Core-Based Statistical Area

CFR: Code of Federal Regulations

CH₄: Methane

CMAQ: Congestion Mitigation for Air Quality

CO: Carbon monoxide

CO₂: Carbon dioxide

COPD: Chronic obstructive pulmonary disease

CTCOG: Central Texas Council of Governments

CSAPR: Cross-State Air Pollution Rule

CSB: Clean school bus

CTRMA: Central Texas Regional Mobility Authority

DACM: Drive a Clean Machine

DERA: Diesel Emission Reduction Act

DERI: Diesel Emission Reduction Incentive (grant program)

DOE: Department of Energy

DFW: Dallas-Fort Worth

EAC: Early Action Compact

EIA: Energy Information Administration

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EGU: Electric generating unit
EJ: Environmental Justice
EPA: U.S. Environmental Protection Agency
ERCOT: Electric Reliability Council of Texas
ESL: Effects Screening Level
FEM: Federal equivalent method
FIP: Federal Implementation Plan
FHWA: Federal Highway Administration
FRM: Federal reference method
GRP: Gross Regional Product
HAPs: Hazardous Air Pollutants
I/M: Inspection and maintenance
ISA: Integrated science assessment
kWH: Kilowatt-hour
LCRA: Lower Colorado River Authority
LDPLIP: Light-Duty Motor Vehicle Purchase or Lease Incentive Program
LSCFA: Lone Star Clean Fuels Alliance
MDA8: Maximum daily 8-hour average
MOA: Memorandum of Agreement
MPA: Metropolitan Planning Area
MPO: Metropolitan Planning Organization
MSA: Metropolitan Statistical Area
 $\mu\text{g}/\text{m}^3$: micrograms per cubic meter
MWh: Megawatt-hour
MVEB: Motor Vehicle Emissions Budget
NAAQS: National Ambient Air Quality Standards
NATA: National Air Toxics Assessment
 NH_3 : Ammonia
 N_2 : Nitrogen
NO: Nitrogen oxide
 NO_2 : Nitrogen dioxide
 NO_x : Nitrogen oxides
NSPS: New source performance standards

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NSR: New source review

NTIG: New Technology Implementation Grant

O₂: Oxygen

O₃: Ozone

OMB: Office of Management and Budget

OMM: Office of Mobility Management

OSD: Ozone season day

Pb: Lead

PBR: Policy-relevant background

PM: Particulate matter

PM_{2.5}: Particulate matter with a diameter of 2.5 micrometers or less (a.k.a. "fine particulate matter")

PM₁₀: Particulate matter with a diameter of 10 micrometers or less

Ppb: Parts per billion

Ppm: Parts per million

PSD: Prevention of significant deterioration

RACT: Reasonably Available Control Technology

RFP: Request for proposals

SCR: Selective catalytic reduction

SEP: Supplemental Environmental Project

SIP: State Implementation Plan

SNCR: Selective non-catalytic reduction

SO₂: Sulfur dioxide

SO_x: Sulfur oxides

TAC: Texas Administrative Code

TAMIS: Texas Air Monitoring Information System

TCEQ: Texas Commission on Environmental Quality

TCFP: Texas Clean Fleet Program

TDM: Transportation demand management

TERP: Texas Emission Reduction Plan

TIP: Transportation Improvement Program

TNGVGP: Texas Natural Gas Vehicle Grant Program

TPB: Transportation Policy Board

Tpd: Tons per day

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TPWD: Texas Parks and Wildlife Department

Tpy: Tons per year

TxLED: Texas low-emission diesel

TxDOT: Texas Department of Transportation

U.S.C.: United States Code

VOC: Volatile organic compound

VW: Volkswagen

TSD: Technical support document

ZEV: Zero-emission vehicle

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible appointments to the Tax Increment Reinvestment Zone (TIRZ) NO. 1 Board (Jessica Geray).
Meeting: Regular City Council - 06 Feb 2020
Department: City Secretary
Staff Contact: Jessica Bullock

BACKGROUND INFORMATION:

On January 4, 2018, the City Council approved Ordinance O-18-01-04-12A that created Reinvestment Zone Number One located within the Co-Op District. The ordinance creating the Reinvestment Zone No. One provides that the City shall appoint three members of the five-member board for the Zone to serve, a statute required two-year terms, ending January 2020. Council needs to appoint three members to fill the vacant seats on the board for two-year terms as the terms of the previous members have expired.

FINANCIAL IMPACT:

Not Applicable.

POLICY IMPLICATIONS:

Not Applicable.

RECOMMENDATION:

Not Applicable.

ALTERNATIVES:

Boards and Commissions Realignment.MASTER-January 30, 2020

ATTACHMENTS:

[Boards and Commissions Realignment.MASTER. - JANUARY 16, 2020 WEBSITE](#)

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 Martinez	May-21
Council Member Place 6	Tanner Rose	May-22
Mayor (Place 7)	Doug Gaul	May-22

Last update: 1/22/2020

*All Boards and Commissions terms Realigned for appointment in June
Terms Run 7/1 to 6/30 unless otherwise indicated*

Planning & Zoning Commission							
Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber							
2 yr Terms Per Charter							
Liaison - Angel Kavanaugh x5973							
				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 4	John	Klein	Commissioner	January 16, 2020	June 30, 2022		
Place 4	Tony	Wertz	Chair	July 3, 2019	June 30, 2021		
Place 5	Richard	Hudson	Vice Chair	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 x5967							
				Appointed	Term Ends		
Place 1	Katie	Weiss	Vice Chair	September 20, 2018	June 30, 2020		
Place 2	Vacant		Member		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	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 x4010							
				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 x5974							
				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 30, 2022	

Historic Preservation Commission							
Meets: 4th Tuesday @ 6:30pm of each month in the City Council Chamber							
Liaison - John Byrum x5960							
					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 x4037							
					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 x4839							
					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	Krystal	Kinsey	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 4836 BRE/Staff: Cheri Bowman 4913							
					Appointed	Term Ends	
	Place 1	Vacant		Member		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	Vice Chair	July 3, 2019	June 30, 2021	
	Place 5	Kevin	LaFrance	Treasurer	July 3, 2019	June 30, 2021	
	Place 6	Henry	Gideon	Member	June 20, 2019	June 30, 2021	
	Place 7	Steven	Harris	Chair	June 20, 2019	June 30, 2021	