



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
Thursday, February 20, 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. PROCLAMATIONS
7. 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.

8. CITY MANAGER COMMENTS

- 8.A. Presentation of the City Financials for the Month of January as well as the monthly investment report as required by the Fiscal and Budgetary Policy. (Michel Sorrell) 4 - 20

[Agenda Item Report - AIR-20-077 - Pdf](#)
[2020 01 Hutto - Monthly](#)

- 8.B. Presentation of the Certificate of Achievement for Excellence in Financial Reporting for the year ending 2018. (Michel Sorrell) 21

[Agenda Item Report - AIR-20-078 - Pdf](#)

9. CONSENT AGENDA ITEMS

- 9.A. Consideration and possible action on a resolution authorizing the City Manager to execute a professional services agreement for renewal with Abescape Landscaping, LLC. (Mark Nunez) 22 - 67

[Agenda Item Report - AIR-20-072 - Pdf](#)

- 9.B. Consideration and possible action on a resolution for the acceptance of street and drainage improvements for the Hutto Square Section 5B subdivision. (Samuel Ray) 68 - 84

[Agenda Item Report - AIR-20-084 - Pdf](#)

- 9.C. Consideration and possible action on a resolution for the acceptance of street, drainage, water and wastewater improvements for the Mager Meadows Phase 3 subdivision. (Samuel Ray) 85 - 112

[Agenda Item Report - AIR-20-085 - Pdf](#)

- 9.D. Consideration and possible action on a resolution authorizing the Interim City Manager to execute a termination of Multiple Use Agreement with the Texas Department of Transportation (TXDOT). (Samuel Ray) 113 - 168

[Agenda Item Report - - Pdf](#)

10. ORDINANCES

- 10.A. Consideration and possible action on the second and final reading of an ordinance amending the City of Hutto Code of Ordinances (2014 Edition), Article 1.05, Municipal Court. (Lea Ness) 169 - 179

[Agenda Item Report - AIR-20-075 - Pdf](#)

- 10.B. Consideration and possible action on the first reading of an ordinance amending the City of Hutto Code of Ordinances (2014 Edition), Chapter 2 Administration and Personnel, Article 2.06 Finances, Appendix A Fee Schedule, A1.000 Development Services, Engineering and Construction, Article A4.000 Public Facility Rentals, Article A5.000 Utilities, A7.000 Library and A8.000 Miscellaneous Fees (Michel Sorrell) 180 - 223

[Agenda Item Report - AIR-20-076 - Pdf](#)
[REVISED 2020 Fee Schedule - Ordinance Clean](#)

11. RESOLUTIONS

- 11.A. A Resolution of Support by the City of Hutto, Texas for the Proposed Low-income Housing Tax Credit Project Carver Ridge Apartments, LP 224 - 232
[Agenda Item Report - AIR-20-080 - Pdf](#)
[Council Packet Farley Tract LIHTC](#)

12. OTHER BUSINESS

- 12.A. Consideration and possible appointments to City Boards and Commissions.(Stacy Schmitt)
- 12.B. Presentation of General Obligation Bond issuance timeline and bond refunding. (Michel Sorrell and City Financial Advisor) 233 - 235
[Agenda Item Report - AIR-20-081 - Pdf](#)
[Hutto 2020 GO Timeline 1-30-2020](#)
- 12.C. Presentation, consideration and possible action on City Manager search firm proposals and Council recommendations on top 3 firms for interviews and selection at the special called Council Meeting on February 27, 2020. (Allison Hosgood) 236
[Agenda Item Report - AIR-20-079 - Pdf](#)
- 12.D. Consideration and possible action relating to recommendations for aesthetic elements of the design of the proposed CR 132 overpass project. (Samuel Ray) 237 - 248
[Agenda Item Report - AIR-20-069 - Pdf](#)
[Aesthetics Concepts Presentation - Additional Renderings](#)

13. EXECUTIVE SESSION

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

14. ACTION RELATIVE TO EXECUTIVE SESSION

15. ADJOURNMENT

Regular City Council
**AGENDA ITEM
REPORT**



To: Regular City Council
Subject: Presentation of the City Financials for the Month of January as well as the monthly investment report as required by the Fiscal and Budgetary Policy. (Michel Sorrell)
Meeting: Regular City Council - 20 Feb 2020
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

Financials for the month of January 2020 as well as the monthly investment report are provided for the purpose of informing Council and the public of the City's financial position.

ATTACHMENTS:

[2020 01 Hutto - Monthly](#)



INVESTMENT PORTFOLIO REPORT

For the Month Ended

January 31, 2020

**Prepared by
Valley View Consulting, L.L.C.**

The investment portfolio of the City of Hutto is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

A handwritten signature in blue ink, reading "Michael J. Donnell", is written over a horizontal line.

Assistant City Manager/Chief Financial Officer

These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Month End Results by Investment Category:

<u>Asset Type</u>	<u>December 31, 2019</u>		<u>January 31, 2020</u>		
	<u>Book Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>
Bank Deposits	\$ 270,273	\$ 270,273	\$ 264,713	\$ 264,713	0.84%
MMF Sweep	3,435,379	3,435,379	3,030,474	3,030,474	1.29%
LGIPs	42,768,681	42,768,681	38,283,975	38,283,975	1.56%
Totals	\$ 46,474,333	\$ 46,474,333	\$ 41,579,162	\$ 41,579,162	

<u>Average Yield - Current Month (1)</u>	
Total Portfolio	1.54%
Rolling Three Month Treasury	1.57%
Rolling Six Month Treasury	1.70%

<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	1.60%
Rolling Three Month Treasury	1.69%
Rolling Six Month Treasury	1.84%
TexPool	1.70%

<u>Interest Earnings</u>	
Monthly Interest Income	\$ 59,397 Approximate
Year-to-date Interest Income	\$ 200,614 Approximate

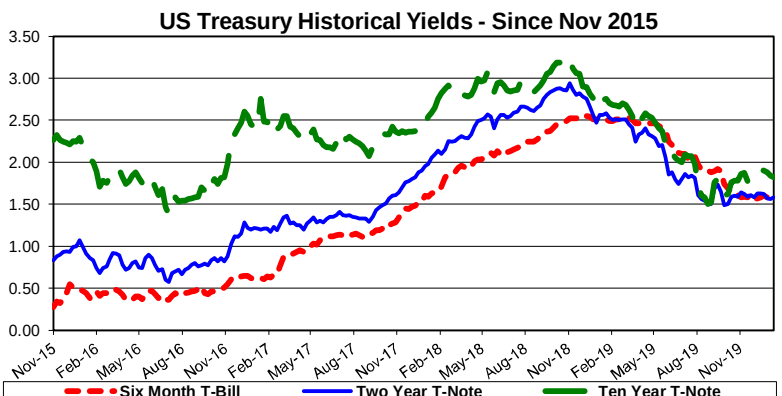
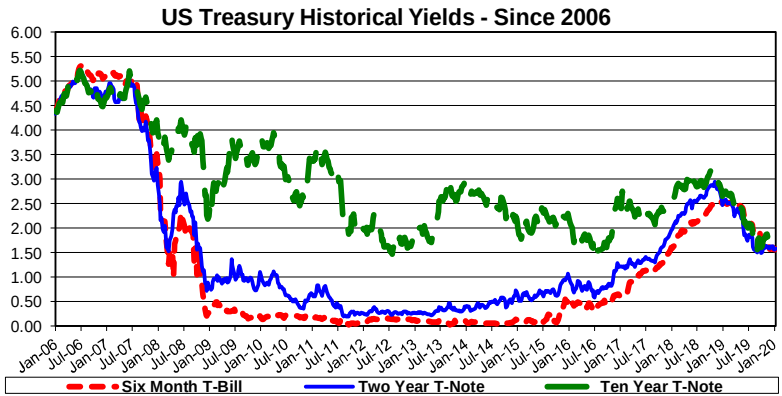
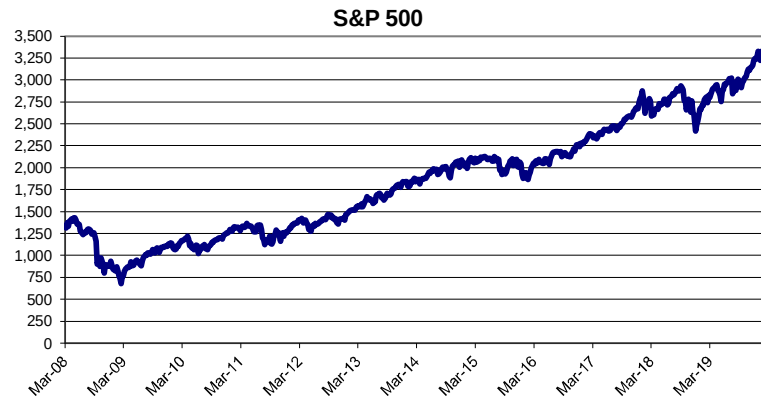
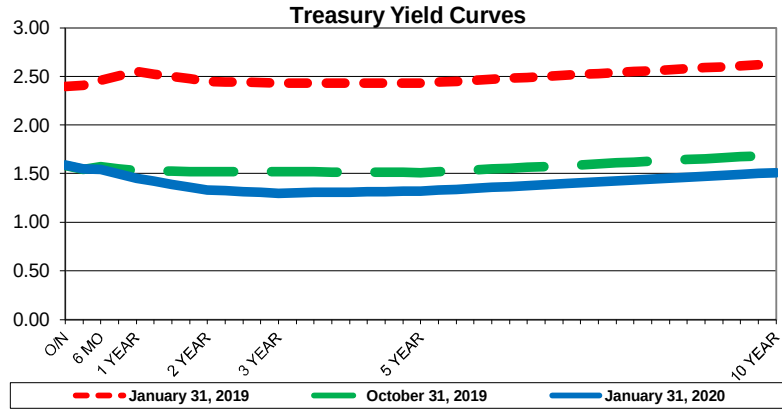
(1) Average Yield calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Note: Portfolio values within this report prior to January 1, 2019 were obtained from previous monthly reports prepared on behalf of the City and were not checked for accuracy or completeness.

Page 4 of 9

The Federal Open Market Committee (FOMC) held the Fed Funds target range at 1.50% - 1.75% (Effective Fed Funds are trading +/-1.55%). The Coronavirus outbreak is raising concern of Chinese and global economic slow downs. The Futures Market now projects the probability of a FOMC rate decrease as early as June 2020. Crude oil fell to less than \$55, with over production concerns. January Non Farm Payroll added 225,000, resulting in a three month moving average of 211,000. The Unemployment Rate rose slightly (up to 3.6%) as the result of more "new" job seekers. The Stock Markets remain at or near historic highs. Consumer spending continues strong. Housing construction is also improved. Overall economic activity remains positive, 4th Quarter GDP was estimated at 2.1%. The British and EU have a rough map towards Brexit. The Yield Curve regained its slight "U" shape.



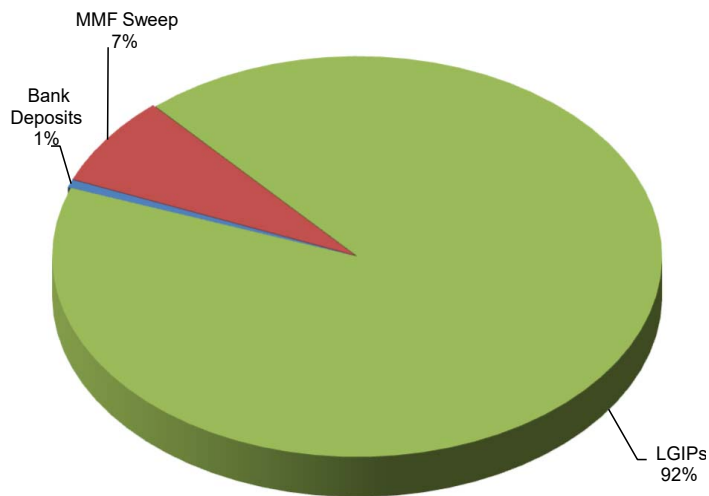
Investment Holdings
January 31, 2020

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank		0.00%	02/01/20	01/31/20	\$ 58,775	\$ 58,775	1	\$ 58,775	1	0.00%
Wells Fargo MMF Sweep		1.45%	02/01/20	01/31/20	1,163,734	1,163,734	1	1,163,734	1	1.45%
Bancorp South		1.08%	02/01/20	01/31/20	205,938	205,938	1	205,938	1	1.08%
Bank of Texas MMF		1.19%	02/01/20	01/31/20	1,866,741	1,866,741	1	1,866,741	1	1.19%
TexPool	AAAm	1.59%	02/01/20	01/31/20	8,829,942	8,829,942	1	8,829,942	1	1.59%
TexSTAR	AAAm	1.55%	02/01/20	01/31/20	29,454,033	29,454,033	1	29,454,033	1	1.55%
					\$ 41,579,162	\$ 41,579,162		\$ 41,579,162	1	1.54%
									(1)	(2)

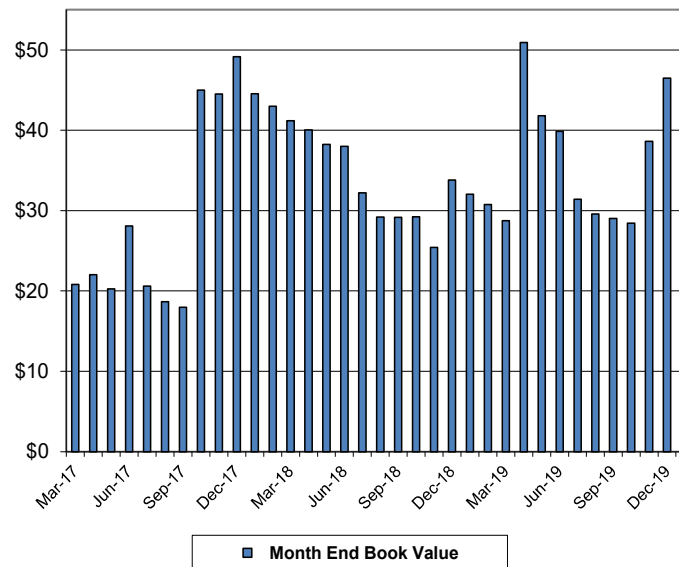
(1) Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools and money market funds.

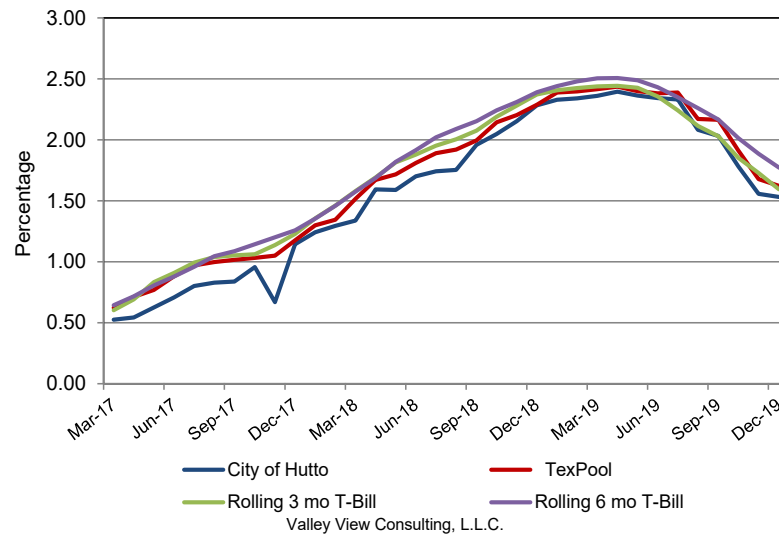
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2019		Purchases/ Adjustments	Sales/Adjust/ Call/Maturity	January 31, 2020	
			Par Value	Book Value			Par Value	Book Value
Wells Fargo Bank	0.00%	02/01/20	\$ 64,493	\$ 64,493	\$ –	\$ (5,718)	\$ 58,775	\$ 58,775
Wells Fargo MMF Sweep	1.45%	02/01/20	1,570,217	1,570,217	–	(406,483)	1,163,734	1,163,734
Bancorp South	1.08%	02/01/20	205,779	205,779	158	–	205,938	205,938
Bank of Texas MMF	1.19%	02/01/20	1,865,163	1,865,163	1,578	–	1,866,741	1,866,741
TexPool	1.59%	02/01/20	11,854,322	11,854,322	–	(3,024,381)	8,829,942	8,829,942
TexSTAR	1.55%	02/01/20	30,914,359	30,914,359	–	(1,460,326)	29,454,033	29,454,033
TOTAL			\$ 46,474,333	46,474,333	1,736	(4,896,907)	41,579,162	41,579,162

Market Value Comparison

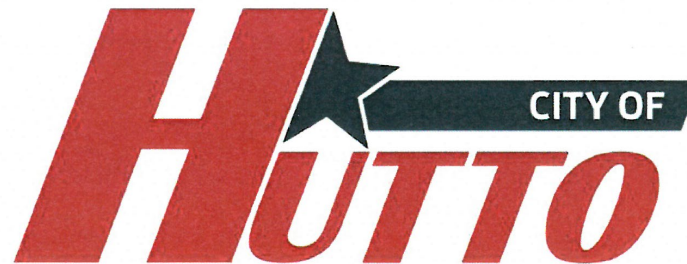
Description	Coupon/ Discount	Maturity Date	December 31, 2019		Mth to Mth Change	January 31, 2020	
			Par Value	Market Value		Par Value	Market Value
Wells Fargo Bank	0.00%	02/01/20	\$ 64,493	\$ 64,493	\$ (5,718)	\$ 58,775	\$ 58,775
Wells Fargo MMF Sweep	1.45%	02/01/20	1,570,217	1,570,217	(406,483)	1,163,734	1,163,734
Bancorp South	1.08%	02/01/20	205,779	205,779	158	205,938	205,938
Bank of Texas MMF	1.19%	02/01/20	1,865,163	1,865,163	1,578	1,866,741	1,866,741
TexPool	1.59%	02/01/20	11,854,322	11,854,322	(3,024,381)	8,829,942	8,829,942
TexSTAR	1.55%	02/01/20	30,914,359	30,914,359	(1,460,326)	29,454,033	29,454,033
TOTAL			\$ 46,474,333	\$ 46,474,333	\$ (4,895,171)	\$ 41,579,162	\$ 41,579,162

Fund Allocation - Book & Market Value
January 31, 2020

	Total	Operating Funds	Debt Service	Capital Projects	2014 TWDB
Wells Fargo Bank	\$ 58,775	\$ 58,775			
Wells Fargo MMF Sweep	1,163,734	1,163,734			
Bancorp South	205,938	205,938			
Bank of Texas MMF	1,866,741				1,866,741
TexPool	8,829,942	8,829,942			
TexSTAR	29,454,033	1,579,204	2,090,645	25,784,185	
Total	\$ 41,579,162	\$ 11,837,592	\$ 2,090,645	\$ 25,784,185	\$ 1,866,741

**Fund Allocation - Book & Market Value
December 31, 2019**

	Total	Operating Funds	Debt Service	Capital Projects	2014 TWDB
Wells Fargo Bank	\$ 64,493	\$ 64,493			
Wells Fargo MMF Sweep	1,570,217	1,570,217			
Bancorp South	205,779	205,779			
Bank of Texas MMF	1,865,163				1,865,163
TexPool	11,854,322	11,854,322			
TexSTAR	30,914,359	2,362,436	2,187,766	26,364,156	
Total	\$ 46,474,333	\$ 16,057,248	\$ 2,187,766	\$ 26,364,156	\$ 1,865,163



INVESTMENT PORTFOLIO REPORT

For the Month Ended

January 31, 2020

**Prepared by
Valley View Consulting, L.L.C.**

The investment portfolio of the City of Hutto is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.



Assistant City Manager/Chief Financial Officer

These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Month End Results by Investment Category:

<u>Asset Type</u>	<u>December 31, 2019</u>		<u>January 31, 2020</u>		
	<u>Book Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>
Bank Deposits	\$ 270,273	\$ 270,273	\$ 264,713	\$ 264,713	0.84%
MMF Sweep	3,435,379	3,435,379	3,030,474	3,030,474	1.29%
LGIPs	42,768,681	42,768,681	38,283,975	38,283,975	1.56%
Totals	\$ 46,474,333	\$ 46,474,333	\$ 41,579,162	\$ 41,579,162	

<u>Average Yield - Current Month (1)</u>	
Total Portfolio	1.54%
Rolling Three Month Treasury	1.57%
Rolling Six Month Treasury	1.70%

<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	1.60%
Rolling Three Month Treasury	1.69%
Rolling Six Month Treasury	1.84%
TexPool	1.70%

<u>Interest Earnings</u>	
Monthly Interest Income	\$ 59,397 Approximate
Year-to-date Interest Income	\$ 200,614 Approximate

(1) Average Yield calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

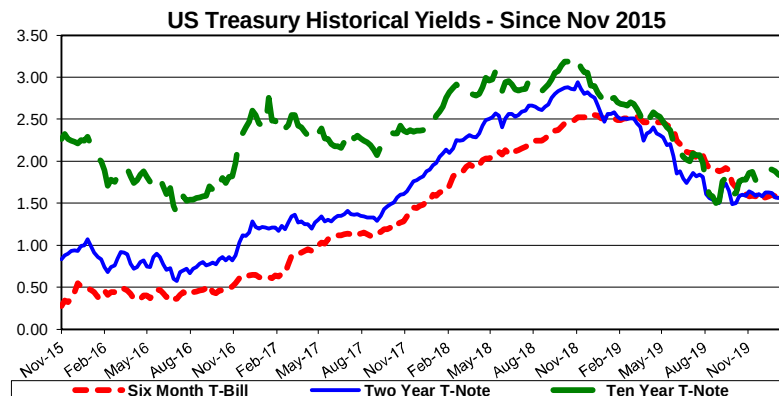
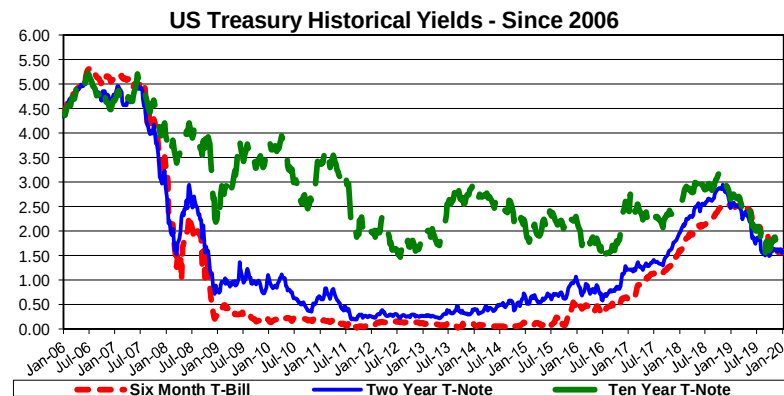
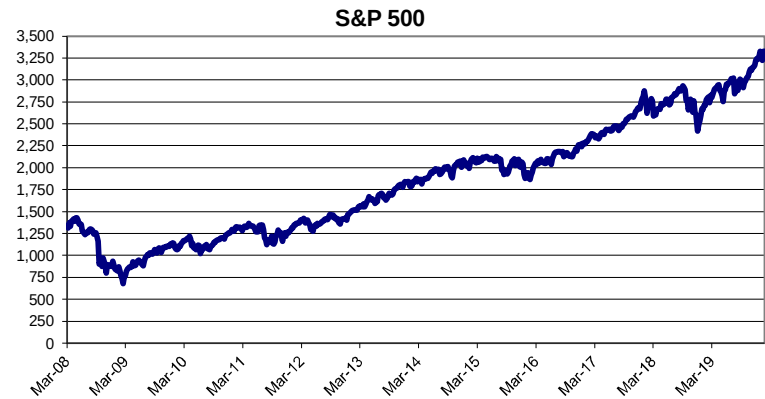
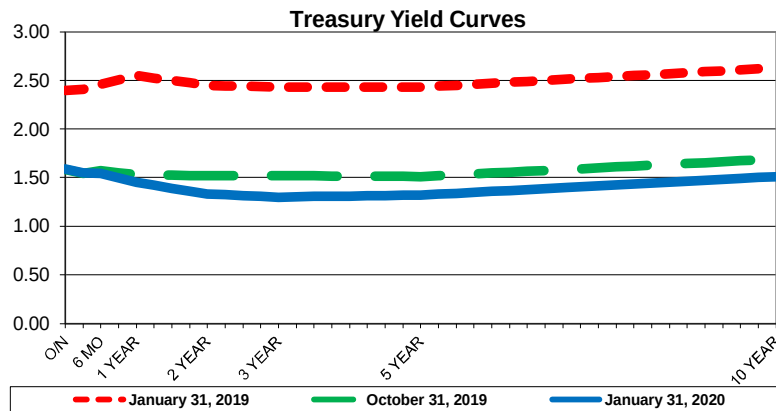
(2) Fiscal Year-to-Date Average Yields calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Note: Portfolio values within this report prior to January 1, 2019 were obtained from previous monthly reports prepared on behalf of the City and were not checked for accuracy or completeness.

Economic Overview

1/31/2020

The Federal Open Market Committee (FOMC) held the Fed Funds target range at 1.50% - 1.75% (Effective Fed Funds are trading +/-1.55%). The Coronavirus outbreak is raising concern of Chinese and global economic slow downs. The Futures Market now projects the probability of a FOMC rate decrease as early as June 2020. Crude oil fell to less than \$55, with over production concerns. January Non Farm Payroll added 225,000, resulting in a three month moving average of 211,000. The Unemployment Rate rose slightly (up to 3.6%) as the result of more "new" job seekers. The Stock Markets remain at or near historic highs. Consumer spending continues strong. Housing construction is also improved. Overall economic activity remains positive, 4th Quarter GDP was estimated at 2.1%. The British and EU have a rough map towards Brexit. The Yield Curve regained its slight "U" shape.



Investment Holdings

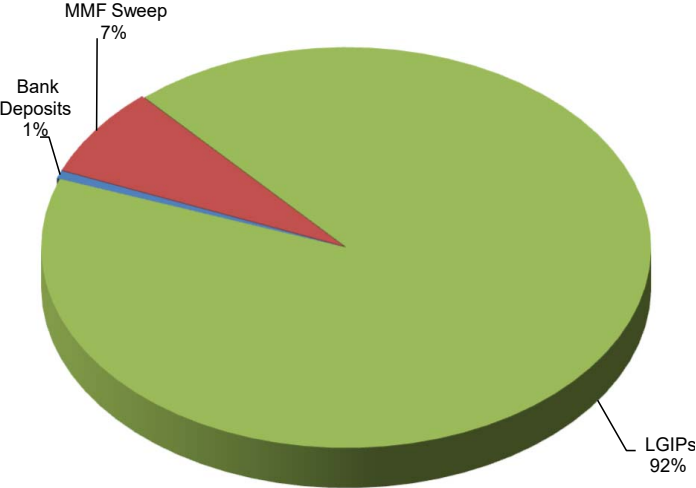
January 31, 2020

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank		0.00%	02/01/20	01/31/20	\$ 58,775	\$ 58,775	1	\$ 58,775	1	0.00%
Wells Fargo MMF Sweep		1.45%	02/01/20	01/31/20	1,163,734	1,163,734	1	1,163,734	1	1.45%
Bancorp South		1.08%	02/01/20	01/31/20	205,938	205,938	1	205,938	1	1.08%
Bank of Texas MMF		1.19%	02/01/20	01/31/20	1,866,741	1,866,741	1	1,866,741	1	1.19%
TexPool	AAAm	1.59%	02/01/20	01/31/20	8,829,942	8,829,942	1	8,829,942	1	1.59%
TexSTAR	AAAm	1.55%	02/01/20	01/31/20	29,454,033	29,454,033	1	29,454,033	1	1.55%
					\$ 41,579,162	\$ 41,579,162		\$ 41,579,162	1	1.54%
									(1)	(2)

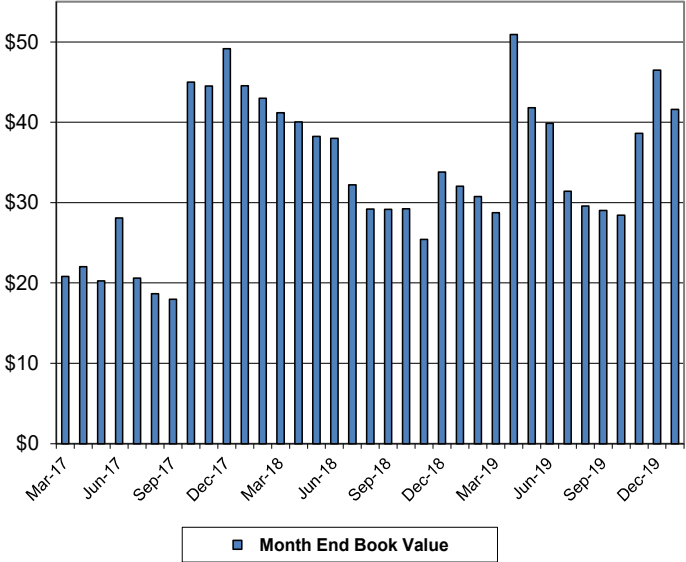
(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools and money market funds.

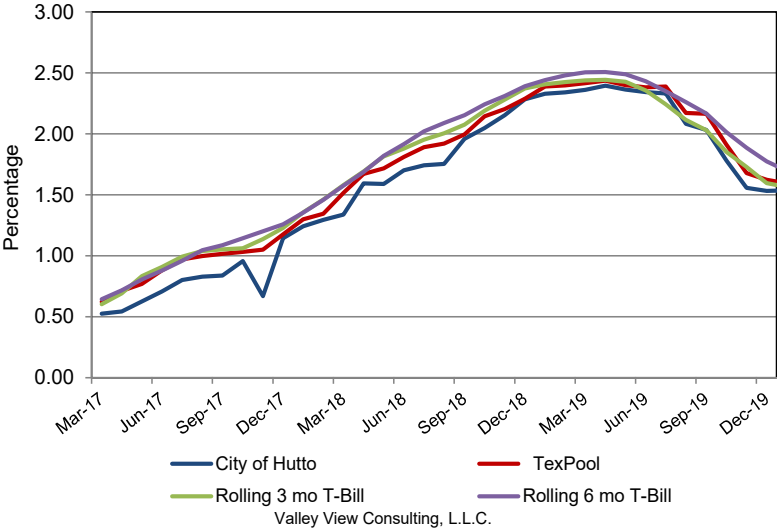
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2019		Purchases/ Adjustments	Sales/Adjust/ Call/Maturity	January 31, 2020	
			Par Value	Book Value			Par Value	Book Value
Wells Fargo Bank	0.00%	02/01/20	\$ 64,493	\$ 64,493	\$ –	\$ (5,718)	\$ 58,775	\$ 58,775
Wells Fargo MMF Sweep	1.45%	02/01/20	1,570,217	1,570,217	–	(406,483)	1,163,734	1,163,734
Bancorp South	1.08%	02/01/20	205,779	205,779	158	–	205,938	205,938
Bank of Texas MMF	1.19%	02/01/20	1,865,163	1,865,163	1,578	–	1,866,741	1,866,741
TexPool	1.59%	02/01/20	11,854,322	11,854,322	–	(3,024,381)	8,829,942	8,829,942
TexSTAR	1.55%	02/01/20	30,914,359	30,914,359	–	(1,460,326)	29,454,033	29,454,033
TOTAL			\$ 46,474,333	46,474,333	1,736	(4,896,907)	41,579,162	41,579,162

Market Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2019		Mth to Mth Change	January 31, 2020	
			Par Value	Market Value		Par Value	Market Value
Wells Fargo Bank	0.00%	02/01/20	\$ 64,493	\$ 64,493	\$ (5,718)	\$ 58,775	\$ 58,775
Wells Fargo MMF Sweep	1.45%	02/01/20	1,570,217	1,570,217	(406,483)	1,163,734	1,163,734
Bancorp South	1.08%	02/01/20	205,779	205,779	158	205,938	205,938
Bank of Texas MMF	1.19%	02/01/20	1,865,163	1,865,163	1,578	1,866,741	1,866,741
TexPool	1.59%	02/01/20	11,854,322	11,854,322	(3,024,381)	8,829,942	8,829,942
TexSTAR	1.55%	02/01/20	30,914,359	30,914,359	(1,460,326)	29,454,033	29,454,033
TOTAL			\$ 46,474,333	\$ 46,474,333	\$ (4,895,171)	\$ 41,579,162	\$ 41,579,162

Fund Allocation - Book & Market Value
January 31, 2020

	Total	Operating Funds	Debt Service	Capital Projects	2014 TWDB
Wells Fargo Bank	\$ 58,775	\$ 58,775			
Wells Fargo MMF Sweep	1,163,734	1,163,734			
Bancorp South	205,938	205,938			
Bank of Texas MMF	1,866,741				1,866,741
TexPool	8,829,942	8,829,942			
TexSTAR	29,454,033	1,579,204	2,090,645	25,784,185	
Total	\$ 41,579,162	\$ 11,837,592	\$ 2,090,645	\$ 25,784,185	\$ 1,866,741

**Fund Allocation - Book & Market Value
December 31, 2019**

	Total	Operating Funds	Debt Service	Capital Projects	2014 TWDB
Wells Fargo Bank	\$ 64,493	\$ 64,493			
Wells Fargo MMF Sweep	1,570,217	1,570,217			
Bancorp South	205,779	205,779			
Bank of Texas MMF	1,865,163				1,865,163
TexPool	11,854,322	11,854,322			
TexSTAR	30,914,359	2,362,436	2,187,766	26,364,156	
Total	\$ 46,474,333	\$ 16,057,248	\$ 2,187,766	\$ 26,364,156	\$ 1,865,163

Regular City Council
**AGENDA ITEM
REPORT**



To: Regular City Council
Subject: Presentation of Certificate of Achievement for Excellence in Financial Reporting for the year ending 2018. (Michel Sorrell)
Meeting: Regular City Council - 20 Feb 2020
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

The Government Finance Officers Association (GFOA) presented a Certificate of Achievement for Excellence in Financial Reporting to the City of Hutto for its Comprehensive Annual Financial Report for the Financial Year Ended September 30, 2018.

A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in governmental financial reporting.

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution authorizing the City Manager to execute a professional services agreement for renewal with Abescape Landscaping, LLC. (Mark Nunez)
Meeting: Regular City Council - 20 Feb 2020
Department: Public Works
Staff Contact: Mark Nunez Director of Public Works

BACKGROUND INFORMATION:

In regards to the mowing contract with Abescape Landscaping LLC. Public Works would like to renew the contract for the 2020/2021 contract year. Per the previous contract, Abescape Landscaping LLC. has been providing mowing and trimming service to our city. Public Works management is happy with the service that has been provided by Abescape Landscaping LLC. and would approve recommendation for renewal under the terms and conditions from previous contract agreement.

FINANCIAL IMPACT:

The cost of the contract is \$172,766.88 and will be used from the Streets & Drainage maintenance fund 62-040-060-6403

POLICY IMPLICATIONS:

Quality of Life & Services

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Resolution Mowing Contract 2020](#)

[Resolution-R-2019-02-07-8B-Resolution Authorizing the City Manager to Execute an Agreement with Abescape Group for Grounds Maint](#)

RESOLUTION NO. R

A RESOLUTION APPROVING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT RENEWAL WITH ABESCAPE LANDSCAPING, LLC. IN PROVIDING RIGHT OF WAY AND DRAINAGE MOWING MAINTENANCE TO BE USED FROM THE STREETS & DRAINAGE MAINTENANCE FUND.

WHEREAS, Abescape Landscaping LLC. agrees to renew under current terms of previous contract agreement, and;

WHEREAS, the City of Hutto and Abescape Group have a mutual intent and understanding with respect to mowing grounds and rights of way for the City, and;

WHEREAS, the City recognizes the need for contract mowing services and Abescape Group possesses the resources and experience to deliver said services to the City, and;

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

The City Council hereby authorizes the City Manager to enter into a professional service agreement with Abescape Landscaping LLC. for providing Right of Way and Drainage mowing maintenance in an amount not to exceed \$172,672.00.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **20th** day of **February, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Interim City Secretary

RESOLUTION NO. R-2019-02-07-8B

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH ABESCAPE GROUP FOR
GROUNDS MAINTENANCE AND RIGHT OF WAY MOWING.**

WHEREAS, the City of Hutto and Abescape Group have a mutual intent and understandings with respect to mowing grounds and rights of way for the City, and;

WHEREAS, the City recognizes the need for contract mowing services and Abescape Group possesses the resources and expertise to deliver said services to the City, and;

WHEREAS, the City and Abescape Group wish to enter into an Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith in respect to mowing of grounds and rights of way for the City by Abescape Group.

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

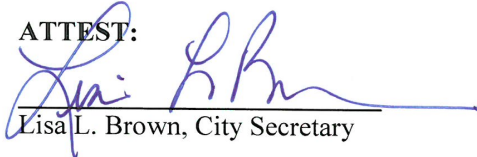
The City Council hereby authorizes the City Manager to enter into a contract not to exceed \$179,136.88 with Abescape Group to provide grounds maintenance and rights of way mowing services for the City.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the 7th day of **February 2019**.

THE CITY OF HUTTO, TEXAS


Doug Gaul, Mayor

ATTEST:


Lisa L. Brown, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

8B.

AGENDA DATE: February 07, 2019

PRESENTED BY:

Matt Rector

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Abescape Group for mowing and grounds maintenance services. (Matt Rector)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

In July 2016 the city contracted with Cat's Landscape Services for mowing and grounds maintenance services. That contract was extended in December of 2017. The contract ended in December 2018 and staff issued an invitation for new bids. Three bids were received from the following companies: Abescape Group, Elk Ridge Construction, and Unity Contractor Services. The bids were evaluated by staff and it was determined that Abescape was the best value for the city.

BUDGETARY AND FINANCIAL SUMMARY:

The cost of this contract is \$172,766.88.

Funding Source	Fund	Div	Dept	Object/ Project	Total Requested Amount	Available FY Budget
Street Improvement Funds	62	40	60	6403	\$172,767	\$152,246

The excess requested amount of \$20,521 will be proposed to be spent in the FY19-20 budget as approved by City Council.

Fiscal Review Signature: EJA

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

None.

CITY ATTORNEY REVIEW:

None.

STAFF RECOMMENDATION:

Staff recommends the award of the contract.

SUPPORTING MATERIAL:

1. [Evaluation](#)
2. [Abescape Group](#)
3. [Resolution](#)

GROUND MAINTENANCE PROPOSALS EVALUATION SCORING SHEET					
RFP 19-05HT					
SECTION 1: EQUIPMENT & LABOR		Max Score	Abescape Group	Elk Ridge Construction	Unity Contractor Services
1	Mowers	15	15	14	15
2	Trimmers	5	3	2.8	3
3	Edgers	5	3	2.8	3
4	Number of labor	10	10	10	10
PERCENTAGE TOTAL AND WEIGHTED SCORE:		35	31	29.6	31
SECTION 2: PAST RELATIONSHIP WITH MUNICIPALITY					
1	City 1	5	5	4	4
2	City 2	5	5	4	4
PERCENTAGE TOTAL AND WEIGHTED SCORE:		10	10	8	8
SECTION 3: REFERENCES					
1	Reference 1	5	5	5	5
2	Reference 2	5	5	5	5
3	Reference 3	5	5	5	5
PERCENTAGE TOTAL AND WEIGHTED SCORE:		15	15	15	15
SECTION 4: PROPOSED PRICE					
1	Total price	40	36	28	10
PERCENTAGE TOTAL AND WEIGHTED SCORE:		40	36	28	10
TOTAL		100	92	80.6	64
EVALUATION SUMMARY / RECOMMENDATION:					
MAXIMUM POSSIBLE SPEND UNDER \$172,766.88		BASIS FOR MAXIMUM POSSIBLE SPEND Recommended vendor's proposed price			
EVALUATOR'S NAME & SIGNATURE					
NAME		SIGNATURE			



8650 W State HWY 29
Liberty Hill, Texas 78642

(512) 790-4223 office
(915) 231-6298 fax
(915) 253-9702 cell

www.abescape.com
aherrera@abescape.com
estimating@abescape.com
info@abescape.com

EXPERIENCE AND QUALIFICATIONS

Abescape Group, LLC, under the ownership and experience of **Abraham Herrera**, also the Authorized Negotiator, has been offering landscape management services for over twelve years. Our services include, but not limited to, commercial & municipal grounds maintenance, ROW and highway mowing, parks mowing, landscape design and installation, irrigation design and installation (includes emergency repairs), tree and shrub trimming/pruning, backflow prevention install & testing, residential maintenance, **weed control** and preventative maintenance, herbicidal & fertilizer spraying (post & pre-emergent), and landscape upgrades/recommendations.

Abescape Group, a subsidiary of Abescape Landscaping, LLC is registered and licensed to do business in the State of Texas. Our corporate office is in El Paso, Texas with a satellite office in Georgetown/Liberty Hill. Abescape began doing business with the City of Leander in early 2014 and has grown within the Williamson & Travis County areas. Abescape first started by commuting from El Paso to the Austin area when we had been awarded our first contracts in Leander and Lakeway, Texas and have hired from within both counties. Abescape decided to permanently expand and grow in both Travis and Williamson Counties and has maintained a professional relationship with the City of Austin. We currently have two contracts with the City of Austin, one being temporary under the Parks & Recreation Department.

Almost all our municipality contracts entail the exact scope-of-work described in this solicitation. We continue to operate in the City of El Paso, Village of Vinton, Austin, Pflugerville, Ft. Bliss Military Housing, Texas Dept. of Transportation, and White Sands Missile Range (New Mexico) ...all of which include the same scope of work for this contract from West to Central and North Texas. I've attached a Commercial Resume and a Reference Sheet with our qualifications and contact information.

Abescape's Operations Manager and point-of-contact in Central Texas is **Fernando Cardenas**. Fernie has been with Abescape for seven (7) years and was the Operations Manager in El Paso before permanently moving to Austin, Texas. In El Paso, Fernie was the point-of-contact for the contracts with the City of El Paso Parks Mowing, Village of Vinton Parks Ground Maintenance and the Ft. Bliss Military Housing Grounds Maintenance. Mr. Cardenas is currently the Operations Manager in Upton County Highway Mowing (TXDOT), City of Pflugerville, City of Austin Parks and Code and the City Georgetown, Texas. Abescape will NOT be using sub-contractors if awarded this solicitation.

o City of El Paso Parks	\$1.4 Million 3-year contract, completed & extended 2 more years
o Ft. Bliss Military Housing	\$339,450 yearly contract via Balfour Beatty
o White Sands Missile Range	\$340,000 yearly contract via Balfour Beatty
o City of Lakeway Parks & Facilities	\$248,700 yearly contract with 3-year option (renewed)
o City of Leander ROW mowing & Parks	\$229,962 yearly contract with 3-year option (renewed)
o Upton County Highway Mowing (TXDOT)	\$198,000 2-year contract (5 cuts total)
o Shackelford County ROW (TXDOT)	\$93,911 1-year contract
o Kent County ROW (TXDOT)	\$102,211 1-year contract
o Borden County ROW (TXDOT)	\$145,669 1- year contract
o Village of Vinton Parks Maintenance	\$41,000 3-year contract
o City of Pflugerville (2 contracts)	\$89,000 1-year contract with a 2-year option (both renewed)
o Austin Code/Orphan Properties/ROW's	As needed Purchase Order (LOCAL PRESENCE)
o City of Austin PARD	As Needed Temporary Contract (LOCAL PRESENCE)
o City of Austin Energy Power Plants	Temp Contract for Sandhill & Decker Creek (LOCAL PRESENCE)

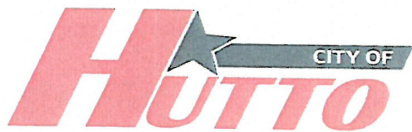
Abescape Group and Abescape Landscaping use the **Department of Homeland Security's E-Verify Program** to hire its employees to assure that all our employees are of great quality and have maintained a clean and safe background by OSHA standards, giving our clients and employees peace of mind and security.

Key Personnel: **Fernando Cardenas**
Regional Manager/Supervisor
(915) 777-0439
fcardenas@abescape.com

Mary Gallegos
Scheduling & Logistics
(512) 790-4223
mgallegos@abescape.com

Luis Banuelos
Staffing & Human Resources
(512) 790-4223
lbanelos@abescape.com

Abraham Herrera
Owner/Negotiator
(915) 253-9702
aherrera@abescape.com



AM

December 18, 2018

RE: Addendum No. 1
Request for Proposal No. 19-05HT
Ground Maintenance

Dear Offeror:

This notice shall serve as Addendum No. 1 to the aforementioned Request for Proposal ("RFP") and shall for all purposes become part of the original RFP. This Addendum must be included in your Proposal Submittal to the City of Hutto by the proposal submittal date.

Please note the following notifications, clarifications, questions and answers:

1. **Question:** On attachment 1 in the property descriptions column for some of the boxes are not big enough for the info entered into them

Answer: Attached is the revised Attachment 1.

2. **Question:** On the same attachment items 20 and 22 do not have an acreage listed for them.

Answer: Estimated sizes have been provided on the revised Attachment 1

3. **Question:** Is the City anticipating 8 months of service per year or 12 months of service per year?

Answer: Invoicing is going to be monthly, based on actual performance, using the unit price for each location. Contract is renewable yearly.

4. **Question:** Will billing be per trip, or will the total contract amount be divided by the number of service months to allow for equal monthly payments?

Answer: Monthly based on actual service provided and approved by City representative.

5. **Question:** Is having two (2) out-front rotary mowers mandatory

Answer: It is recommended to shield service providers from damage liability to motorists and pedestrians. It is not mandatory. Providers shall, however, be solely responsible for pedestrian injuries or damage to motorist resulting from objects spun by mower.

Addendum No. 1

1

AH



GROUNDS MAINTENANCE SERVICES –RFP 19-05HT

SPECIFICATIONS

PART I: MOWING SERVICES SPECIFIC REQUIREMENTS

I. PURPOSE

City of Hutto , hereinafter referred to as "City", seeks bids to establish a multiple year contract with a qualified person, firm, or contractor /contractors, hereinafter referred to as "Contractor", to provide all necessary labor, tools, equipment, material and supervision for grounds maintenance, on various City owned Properties, hereinafter referred to as "Services". City-owned Properties will be clearly identified within this Solicitation and herein referred to as "Properties". Properties are described in Attachment A.

2. QUALIFICATIONS

All Respondents shall:

- a. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient grounds maintenance services to City.
- b. Identify any subcontractors to be used for City Properties. Experience, qualifications and references of the subcontractors shall be submitted with solicitation documents. City reserves the right to approve or disapprove all subcontractors during the contract term.
- c. Possess ground maintenance services experience, including but not limited to tree maintenance and experience with manicured grass, shrubs, and planting beds.
- d. Submit with bid sufficient documentation to prove compliance with the requirements of this section. The bid shall be considered responsive only if these qualifications are complied with fully.
- e. Have been responsible for at least three grounds maintenance programs of a similar scope and size within the last three years. Respondent must provide the property name, address, owner's/manager's name, phone number, and the number of years that the grounds maintenance services were provided. Properties similar in scope include, but are not limited to, residential properties in the Hutto area. If the owner/manager is no longer at the reference provided, provide the name of someone who is familiar with the work that was performed. The City reserves the right to contact the referenced owner/manager.
- f. Provide with the bid the name and qualifications of the person who will be responsible for the general supervision of all work performed under this contract. This person shall serve as the major communication link with City Representative.
- g. Submit with bid a list of all equipment that will be used in conjunction with this contract (see Attachment B for the format of the equipment list).

3. CONTRACT TERM

It is the City of Hutto intent to structure the contract as follows:

Page 1 of 20

At

- a. The initial term of the resulting contract shall be 12 months from the effective award date with the successful contractor. The contract may be renewed for up to three additional 12-month periods, provided both parties agree in writing.
- b. The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) calendar day's prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4. GENERAL REQUIREMENTS

Ground maintenance services shall be inclusive of necessary equipment and labor to maintain grounds at the City owned Properties. Services shall include, but not be limited to mowing and edging all accessible areas; raking, sweeping and/or blowing off walks, drives, porches and curbs; watering of landscape; replanting landscape; removal of all fallen limbs and/or tree(s); and disposing of all debris, as needed within specified time period(s) as described below. The City's goal is to maintain and establish a respectable appearance to the Properties, so that it discourages dumping and other undesirable activities. The number of Properties to be maintained may be increased and/or reduced during the contract period as directed by a City Representative in writing and agreed to by both parties.

5. SERVICE REQUIREMENTS

The Contractor shall:

- a. Provide all supervision, scheduling, labor, equipment, services, fuel, oil, incidentals, permits, notifications and transportation to and from the work area, as well as any related items necessary to complete the work as required.
- b. Furnish all tools, hoses, hard hats, safety vests, rubber boots, gloves, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.
- c. Have an on-site Supervisor at the site at all times work is performed.
- d. Maintain a log of all site visits describing all ground maintenance activities (scheduled and supplementary) performed. A copy of the monthly maintenance record shall be available upon request and submitted with each request for payment.
- e. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any Properties or incidentals damaged shall be repaired or replaced by the Contractor to the satisfaction of the City. Any and all damage, including but not limited to irrigation systems and water/wastewater clean outs caused by the Contractor shall be reported to the City Representative immediately. Repairs shall be initiated as soon as possible. Expenses incurred for the repair shall be the Contractor's responsibility.
- f. Any damage discovered, but not the result of the Contractor's performance, shall be immediately brought to the attention of the City Representative.
- g. Not store any materials or equipment on City Properties without the express written permission of the City Representative.

AM

h. Work shall be performed on a schedule defined by a City Representative to the specifications defined herein.

i. All work shall be performed in a professional workmanlike manner.

j. Photos of the area mowed, before and after with a date stamp, shall be turned in when submitting payment. All supporting documentation specified herein shall be submitted with invoice prior to City 6.

CITY RESPONSIBILITY

City will:

a. Appoint a City Representative.

b. Provide written City work authorization.

c. Provide written notice of any added and/or deleted Properties.

d. Monitor and inspect the grounds maintenance at designated sites.

e. Coordinate all work and scheduling with the Contractor.

7. EQUIPMENT

The City reserves the right to inspect the Contractor's equipment to determine the capacity of the equipment to satisfactorily perform the City grounds maintenance services. The City also reserves the right to randomly inspect all equipment at any time during the term of the contract or any extension period.

a. Insufficient and/or inadequate equipment, as determined by the City, shall be cause for rejection of bid or cancellation of contract.

b. Recommended minimum equipment for a typical City grounds maintenance/Properties includes:

i. Two (2) out-front rotary mowers;

ii. Two (2) gas powered blowers;

iii. Four (4) gas powered string trimmers;

iv. Two (2) gas powered Edgers; and,

v. One (1) trailer to transport mowers and equipment

c. All areas adjacent to roads shall be mowed with an out-front type mower. No tractors, brush hogs, 580-D or similar type equipment shall be used on City Properties.

d. All mowers shall be equipped with either safety chains or the manufacturer's safety device to prevent mower thrown objects. Contractor shall be held liable for any damage caused to motorist or pedestrian.

e. Chain shall be a minimum of 5/16 inches in size and links spaced side by side around the mower's front, sides, and rear.

f. Hinged, batwing and brush hog drag mowers shall only be used with written approval from the City Representative.

g. All mowing equipment must be equipped with turf-type tires. Cleated or ribbed tractor tires shall be used on City Properties.

At

h. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.

8. SCHEDULING

Upon issuance of a written City work authorization, Contractor shall begin work and proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all Properties assigned in the time allotted for each. Work started within a Property shall be completed in consecutive days per the schedule in the work authorization.

a. It is anticipated that the mowing season will run approximately eight months per calendar year and will begin March 1st and end by November 1st as well as on an as needed basis for the remainder of the year.

b. City Representative will provide work authorization to the Contractor not more than once a month for mowing and on as needed basis for all other services.

c. Cancellation of a work authorization may be based upon need: Ozone Action Days, or inclement weather conditions or other mitigating circumstance to be determined by City Representative. This determination will be made by a City Representative and communicated to the Contractor in writing via e-mail or fax.

9. GROUNDS MAINTENANCE

Upon receipt of work authorization, the scheduled Properties shall be maintained as follows:

a. Trimming shall mean the cutting or removal of all plant material immediately adjacent to or under structures, poles, trees, signs, and fences. All structures, trees, poles, signs, fences and shrub beds shall be trimmed flush with the object.

b. Special care shall be given to trimming around trees, especially small trees, as not to inflict damage to the bark of the trees.

c. Trimming shall be to a height of at least 1.5 inches, but no higher than 2.5 inches.

d. All trimming shall be accomplished concurrently with mowing operations.

e. Trimming shall include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other pavement surface within Property, median or right-of-way.

f. Trimming shall leave no vegetation overhanging onto concrete; and shall result in a six (6) inch bank around obstacles.

g. Edging shall mean the vertical removal of any and all plant material which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements.

h. Edging cut shall remove vegetation from pavement services and result in a visible separation of turf from pavement.

i. Sidewalks, curbs, and steps shall be mechanically edged to a one inch depth and ¼ inch width where they exist exposing the pavement surface. j. The initial edging shall be completed by the end of first cycle of ground maintenance.

k. All edges shall be maintained through the duration of contract.

Ad

I. Edging and maintenance of edges shall use a vertical cut approach.

10. TREE TRIMMING

Trees shall be trimmed only up to a height of six feet in order to enhance subsequent machine mowing, and shrubs shall be trimmed only around the base, up to a height of eighteen inches, in such a manner as to not endanger the life of such plants.

11. REPLANTING

Replanting of plant materials with the same species and size to match other plants in the mass hedge or row that die due to adverse conditions (such as storm, hail, freeze, disease, or vandalism) are not included under the terms of this service contract and will be replaced at the Owner's expense, and are subject to the City Representative's approval. City Representative may request this activity be done at the same time as grounds maintenance services.

12. MOWING

- a. Upon receipt of a work authorization, all grass shall be cut at a height of no higher than 2.5 inches and no shorter than 1.5 inches.
- b. Property areas shall be completely mowed to the boundaries identified on the Attachment A and be field verified by City Representative at the initial commencement of Services within 24 hours of start of mowing of City Properties.
- c. No scalping shall occur. Scalping shall mean any action resulting in the mowing of any turf area below 1.5 inches height down to and including the soil.
- d. Care shall be taken to prevent discharge of grass clippings onto paved surfaces such as streets, parking lots, sidewalks, driveways, or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas.
- e. Contractor shall use extreme care when mowing against fences, property lines, and other obstacles. Damage sustained to an adjacent property as a result of Services shall be the responsibility of the Contractor. Where there is a fence line, the Contractor shall mow and trim to fence line. All ditches shall be maintained. Slopes and bottoms of ditches shall be trimmed or mowed to height no higher than 2.5 inches and no shorter than 1.5 inches. If an area is maintained by an adjacent property owner, the Contractor shall not mow that area.
- f. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.

13. REMOVAL OF GRASS CLIPPINGS

Removal of cut grass from the Properties where growth occurred shall not be required unless grass is clumped. However, cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, or adjacent properties through the action of mowing or the action of the work crew, shall be removed from the area prior to the exit of the work crew from the work site.

14. TRASH, LITTER AND DEBRIS REMOVAL

Contractor shall perform trash, litter and debris removal in all areas where work is performed. Responsibilities include any rubbish within the Properties such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags and rocks, which is not intended to be present as part of the

Att

landscape. For this function, Properties shall include streets, sidewalks, curbs, catch basins, gutters, hillsides and ditches. Removal of debris shall require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.

a. Trash and Litter: Contractor shall remove all trash and litter from the Properties prior to initiating any mowing of the turf areas. i. All trash and litter removed shall be disposed of by Contractor legally at an offsite location. ii. No litter or debris shall be visible in finished Properties Area after services are performed. iii. For items larger than 4", Contractor shall contact the City Representative to make City aware and coordinate removal.

b. Tire Removal: If the required clearance work involves the removal of tires to a Texas Commission for Environmental Quality (TCEQ) permitted Solid Waste disposal and/or recycling facility, the cost of tire removal/disposal shall be paid on a per tire basis by the City. The number of removed/disposed tires will be verified by the City Representative.

c. Clearing Large Debris: All undesirable large debris and litter shall be removed from the Properties by Contractor. The entire lot or parcel, including adjacent public right of way, shall be free of rubbish, brush, trash, stagnant water, filth, carrion, such items as old stoves, refrigerators, furniture and any and all unwholesome, objectionable, unsightly or unsanitary matter of whatsoever nature or kind, as to be in compliance with the requirements of the provision of **Article 2 of Chapter 10-5 of the City Code, as amended**, and with the provisions of **Chapter 342; Subchapter A, of the Texas Health and Safety Code**, and as directed by the City Representative. The Contractor shall maintain all receipts relating to special equipment rental, hauling, disposal, and any other unusual costs for submission to City Representative for reimbursement. Applicable charges shall be put in writing and negotiated by Contractor and City Representative prior to the commencement of work.

d. Disposal: Contractor shall dispose of all debris resulting from general landscape and grounds maintenance operations in a manner acceptable to the City Representative and in accordance with all Federal, State, and local laws, rules, regulations and guidelines. Contractor shall not dispose of any debris or trash resulting from landscape maintenance on any property or in any dumpster or receptacle belonging to businesses or properties adjacent to landscape maintenance work locations, or where disposal is not allowed.

15. WATERING

Watering shall be conducted as requested by City Representative on an as-needed basis in accordance with the City of Hutto Watering Restrictions.

16. SPECIAL CASES

a. Certain other work may be designated by the City Representative upon release to the Contractor as a "Special Case". This may include non-ordinary situations where special equipment such as pumps or hoisting equipment is needed, or where items are removed from Properties not for disposal but, at the direction of a court of law or other such entity, removed for salvage or for holding preliminary to storage or auction by City; or where the required work site operations are sorting, stacking, carrying or rearing personal property items kept in the yard areas of occupied lots (lots with inhabitants); or as may be otherwise described by City. Applicable charges for any special equipment shall be put in writing and negotiated by Contractor and City Representative prior to the commencement of work.

b. When work has been designated by the City as a "Special Case", the Contractor may be required to complete it within as little as twenty four (24) hours upon release of the work to the Contractor by the

AW

City Representative. The Contractor will be compensated by costs for added equipment needed to meet the City "Special Case" work requirements as approved by City Representative in addition the application of the usual and appropriate square footage, cubic yardage, or per tire rates. The Contractor shall maintain all receipts relating to special equipment rental, hauling, disposal, and any other unusual costs for 17. **OTHER CASES**

a. In a situation where work has NOT been designated by the City Representative as a "Special Case", the City Representative will consider the compensation of the Contractor for special and unusual equipment cost upon review of related documentation for such as submitted to the City Representative by the Contractor. The Contractor must contact the City Representative or designee prior to renting a special piece of equipment for approval in advance for compensation of costs.

18. SUSTAINABILITY REQUIREMENTS

a. Performance of work shall be in accordance with industry standards: Reference, Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual.

b. The Contractor shall ensure that cut grass does not remain against fences, buildings, walls, or vehicles. Mulching mowers must be used. No bagging of cut grass allowed. Grass clippings MUST remain on lawn.

c. Mowers with mulching decks are required to mulch grass clippings (to be left on grass) and to help avoid discharging projectiles during operation.

d. The Contractor will establish and demonstrate landscaping and maintenance practices that limit the impact of equipment emissions, excessive noise, and use of fertilizers, insecticides, or other chemicals and any other practices that negatively affect the wildlife or environment of the areas referenced in this solicitation.

e. Using the attached form (see Attachment B to this Solicitation, Equipment List), the Contractor shall provide a complete list of all the equipment to be used onsite at City Properties during the performance of the contract. This list should clearly demonstrate the Contractor's capacity and capability to perform the scope of work indicated in the Solicitation.

19. PEST CONTROL AND HERBICIDE USE

Unless notified in writing by the Representative there will be no Pest Control or Herbicide Required. If Pest Control or Herbicide is requested, the Contractor must comply with the City's Integrated Pest Management (IPM) Program. The Contractor shall abide by the City's Integrated Pest Management (IPM) Program when using any chemicals, including fertilizer, herbicide, or other chemicals and shall obtain written approval from the Representative prior to any application. Application of chemicals shall be made only by employees licensed by the Texas Structural Pest Control Service or the Texas Department of Agriculture. The Contractor shall provide a copy of the Chemical Application License within five (5) calendar days, if Pest Management is requested. Unless otherwise notified by the City Representative in writing the IPM Program will not be considered as part of the work scope of this solicitation. Any and all chemical or pesticide applications shall be made under the direct supervision and control of a Certified Applicator License holder issued by Texas Department of Agriculture or Texas Structural Pest Control Service.

At

20. CITY REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to all inspections, re-inspections, and work authorizations as follows: Mark Nunez or Lance Zeplin 356 CR 199 Hutto Texas 78634 512-759-4019 E-mail: Mark.nunez@huttotx.gov ; Lance.zeplin@huttotx.gov

PART II – GENERAL CONDITIONS AND REQUIREMENTS:

21. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

22. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

23. **RIGHT OF INSPECTION AND REJECTION.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

24. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach.

25. **PLACE AND CONDITION OF WORK.** City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner. The Contractor acknowledges that it has satisfied itself as to the nature of City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

26. WORKFORCE.

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on City property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

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

AH

II. COMPLIANCE WITH HEALTH, SAFETY AND ENVIRONMENTAL REGULATIONS. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

27. REQUESTS FOR PAYMENT.

A. Proper requests for payment must include a non-duplicated invoice number, the purchase order or purchase release number and the supply Contract number if applicable, City name, and the name of the City Representative. Requests for payment shall be itemized

B. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

C. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

28. PAYMENT.

A. All requests for payment received by the City will be paid within 30 calendar days of the City receipt of the Deliverables or of the request for payment, whichever is later.

B. If payment is not timely made (per paragraph A), interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the request for payment matches the shipment or delivery.

D. City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of: i. delivery of non-conforming Deliverables by the Contractor; ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims; iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment; iv. damage to the property of City or the City agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor; v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; vi. failure of the Contractor to submit proper requests for payment with all required attachments and supporting documentation; or vii. failure of the Contractor to comply with any material provision of the Contract Documents. E. City payment obligations are payable only and solely from funds appropriated and available for the purpose of this purchase. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

AH

28. FINAL CLOSE-OUT.

A. The making and acceptance of final payment will constitute: i. a waiver of all claims by City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

29. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

30. RIGHT TO AUDIT.

A. The Contractor agrees that authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund the City any overpayments disclosed by any such audit.

B. The Contractor shall include Section A. above in all subcontractor Contracts entered into in connection with this Contract.

31. SUBCONTRACTORS.

A. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract; ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City; iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract; iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

B. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

At

C. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

32. WARRANTY-PRICE.

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, The City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

33. WARRANTY - SERVICES. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, The City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand

34. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, The City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

35. RIGHT TO ASSURANCE. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

36. STOP WORK NOTICE. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification,

AH

the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

37. DEFAULT. The Contractor shall be in default under the Contract if the Contractor:

- (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract,
- (b) fails to provide adequate assurance of performance under Paragraph 25,
- (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or
- (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City.

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

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

40. FRAUD. Fraudulent statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

41. DELAYS. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 54. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

44

42. HOLD HARMLESS AND INDEMNITY.

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties); ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

43. **INSURANCE.** The following insurance requirement applies (Applicable to Contracts for services that are performed at City facilities or at sites designated by the City and for supplies that are delivered to City facilities by the Contractor personnel)

A. General Requirements. i. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period. ii. The Contractor shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage within 14 calendar days after notification of award, unless otherwise specified. iii. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor. iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project. v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+ or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. vi. All endorsements naming the City and the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

Attn: Procurement Manager
City of Hutto
401 W. Front Street
Hutto, Texas 78634

vii. The "other" insurance clause shall not apply to the City or where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering the City, and the Contractor, shall be considered primary coverage as applicable. viii. If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any

At

differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage. ix. The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies. x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by THE CITY based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor. xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract. xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance. xiii. The Contractor shall provide the City thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract. xiv. The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor. xv. Actual losses not covered by insurance as required by this section shall be paid by Contractor.

B. Specific Requirements. (Applicable to Contracts for Services that are performed at City facilities or at sites designated by the City and for Deliverables that are delivered to City facilities by Contractor personnel). i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are: \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(l) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City:

(a) Waiver of Subrogation, Form WC 420304, or equivalent coverage (b) Thirty (30) days' Notice of Cancellation, Form WC 420601, or equivalent coverage ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). (l) The policy shall contain the following provisions:

(a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project. (b) Independent Contractor's Coverage. (c) Products/Completed Operations Liability for the duration of the warranty period. (d) If the project involves digging or drilling, provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U). (2) The policy shall also include these endorsements in favor of the City: (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage (b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage (c) The City listed as an additional insured, Endorsement CG 2010, or equivalent coverage iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. (l) The policy shall include these endorsements in favor of the City: (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage (b) Thirty (30) days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage (c) The City listed as an additional insured, Endorsement CA2048, or equivalent coverage.

44. CLAIMS. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City.

45. DISCLOSURES. If at any time Contractor shall become aware of the existence or occurrence of any financial or economic conditions or natural disasters which might have a material adverse effect, Contractor shall promptly notify the City of the existence or occurrence thereof, unless the City has actual notice thereof, and of Contractor's opinion as to what effect such may have on the property or Contractor. Contractor shall also give prompt notice to the City, unless the City has actual notice thereof, of (i) the serious illness or death of any principal or key employee of Contractor, (ii) any litigation or dispute, threatened or pending against or affecting Contractor or the property which could have a material adverse effect, (iii) any event of default, (iv) any default by Contractor or any acceleration of any indebtedness owed by Contractor under any contract to which Contractor is a party, and (v) any change in the character of Contractor's business as it existed on the date hereof which could have a material adverse effect.

46. NOTICES. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be sent to 401 West Front Street, Hutto Texas 78634 and marked to the attention of the Procurement Manager.

47. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL. All material submitted by the Contractor to THE CITY shall become property of THE CITY upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.

48. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS. The Contractor represents and warrants to THE CITY that: (i) the Contractor shall provide THE CITY good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold THE CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that THE CITY's exercise anywhere in the world of the rights associated with THE CITY's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, THE CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on THE CITY's behalf. Further, Contractor agrees that THE CITY's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and THE CITY makes no

warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

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

50. PUBLICATIONS. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

51. ADVERTISING. The Contractor shall not advertise or publish, without THE CITY's prior consent, the fact that THE CITY has entered into the Contract, except to the extent required by law.

52. NO CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, THE CITY shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

53. GRATUITIES. THE CITY may, by written notice to the Contractor, cancel the Contract without liability if it is determined by THE CITY that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Hutto with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by THE CITY pursuant to this provision, The City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in 53.

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS. No officer, employee, independent consultant, or elected official of THE CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

Alt

54. INDEPENDENT CONTRACTOR. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of THE CITY.

55. DEBARRED CONTRACTORS. In procuring any goods or services related to the Contract, Contractor shall not enter into a contract or remit payment to any contractor that is listed on the Federal Excluded Parties List. Contractor shall screen all contractors and subcontractors by checking the above list which is found at the following web address:

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

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

57. NO WAIVER; REMEDIES CUMULATIVE. No exercise, partial exercise, failure, forbearance or delay on the part of the owner in exercising any power or right hereunder, or under the Contract Documents, shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein, or in the Contract Documents, is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise, may be sought by the enforcing party.

58. MODIFICATIONS. The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any the Contractor request for payment, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

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

60. FORCE MAJEURE. The parties hereto will be excused from performance of any of their respective obligations hereunder during the existence of any event beyond their respective control (not due to their own fault or actions inconsistent with good faith operations hereunder) which shall include, without limitation, actions of governmental authorities, other than the City; acts of God; strikes or other labor troubles beyond the reasonable anticipation and control of the parties; temporary interruption caused by explosion, fire, vandalism, malicious mischief and other unavoidable interruptions; weather; natural catastrophes and other unavoidable circumstances.

61. ALTERNATIVE DISPUTE RESOLUTION. The City and Contractor shall submit in good faith to mediation before filing a suit for damages under this Contract.

62. GOVERNING LAW. The Contract Documents shall be governed by and interpreted in accordance with the laws of the State of Texas. Although drafted by the owner, the Contract Documents shall be fairly construed, neither more strongly for nor against any party.

AM

63. PERFORMANCE; VENUE. This Contract shall be performed in Williamson County, Texas. Venue shall be in Williamson County, Texas.

64. SEVERABILITY. In the event that any provisions of this Contract or any other contract documents executed at closing or the application thereof to any person or circumstances shall be declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of such provisions and Contracts shall nevertheless remain in full force and effect and to this end the provisions of all covenants, conditions and Contracts described herein are deemed severable for this purpose. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

65. HOLIDAYS. The following holidays are observed by the City:

Holiday Date Observed

New Year's Day January 1

Martin Luther King, Jr.'s Birthday Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day July 4

Labor Day First Monday in September

Veteran's Day November 11

Thanksgiving Day Fourth Thursday in November

Friday after Thanksgiving Friday after Thanksgiving

Christmas Eve December 24

Christmas Day December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.

66. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract

PART III – SERVICE LOCATIONS FREQUENCY AND PROPOSED PRICE

67. PROPOSAL PRICE SHEET: Please refer to Attachment number 1. The duly signed proposal price must BE submitted with the other documents for a proposal to be deemed responsive.

44

PART IV – PROPOSAL SUBMISSION AND EVALUATION CRITERIA

68. CITY'S PREROGATIVE:

- I. The City reserves the right to award this bid in its entirety or by group. The award will be made at a regularly scheduled meeting of the City of Hutto Council if bid amount is \$50,000 or more.
- II. Specifications, bid proposal forms and instructions to bidders are attached hereto. The City is not responsible for any vendor's costs associated in the preparation of the bid. Also, should vendor bid an alternate; any test costs to prove equality of product will be at the expense of the vendor, not the City of Hutto.
- III. Any proposal received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.
- IV. The City of Hutto reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City of Hutto.

69. EVALUATION FACTORS AND AWARD

- a) **Evaluation:** Proposers may furnish pricing for all or any portion of the RFP (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the City. Proposals that specify an "all or none" award may be considered if a single award is advantageous.
- b) **Award:** The City of Hutto shall award the bid to either the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. When determining the "best value", the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1.	Purchase Price	40%
2.	Reputation of the bidder/References	15%
3.	Equipment	35%
4.	Bidder's past relationship with the municipality	10%

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

9. SUBMITTAL OF PROPOSAL:

EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET, WITH EACH PAGE INITIALED, TO ESTABLISH ACKNOWLEDGEMENT OF THE SPECIFICATIONS. IF THE COMPLETE ORIGINAL PROPOSAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON- RESPONSIVE TO

At

SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Be sure envelope is completely and properly identified and sealed, showing the proposal number, bid due date and proposal name in the lower left hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSAL WILL NOT BE ACCEPTED!**

Submit Proposals to reach the address below on or before 3:00 p.m. (CST) on December 27, 2018:

Procurement Manager
City of Hutto
401 W. Front Street,
Hutto, Texas 78634

68. PRE-PROPOSAL MEETING ANNOUNCEMENT:

Pre-proposal submittal meeting will be held on Thursday, December 13, 2018 at 10:00 a.m. (CST) in the City Hall Annex conference room located at 401 W. Front Street, Hutto, TX 78634. Prospective responders are encouraged to attend this meeting.

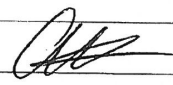
ATTACHMENT I

SERVICE FREQUENCY OF MOWING and PROPOSED PRICE FOR RFP 19-05

Map No.	Property Description	Acreage	UNITS OF MEASURE		Proposed Price Per Unit of Measure	This column will auto calculate Extended Price /Year
			Bi-Weekly Service	Monthly Service		
1	Hwy 79 ROW	11.57	x		\$566.93	\$14,740.18
2	Front Street ROW (from shop to bridge west of Lone Star, from Marvin Cove to Carl Stern and the island at Front Street and Carl Stern Drive)	7	x		\$343.00	\$8,918.00
3	Front Street ROW between rail road tracks and fence line (from FM685 to ditch line east commercial buildings on north side of Front Street/ A-1 Coring)	1.49	Weekly		\$134.10	\$6,973.20
4	Front Street Detention Pond	3.6		x	\$198.00	\$2,376.00
5	Public Works Yard	2.47	x		\$121.03	\$3,146.78
6	Back side of Public Works Shop	5.67	x		\$277.83	\$7,223.58
7	Waste Water Treatment Plant	1.21	x		\$59.29	\$1,541.54
8	Carl Stern Water Tower	14.46	x		\$708.54	\$18,422.04
9	Carl Stern ROW from Front Street to N.Pauley on north side and on south side from S.Pauley east to ditch line	0.49	x		\$24.01	\$624.26
10	Duck Pond and Ditch Line at Country Estates off Carl Stern Drive	0.55	x		\$26.95	\$700.70
11	Country Estates Ditch Line and Brooke Street Detention Pond	8.51	x		\$416.99	\$10,841.74
13	Enclaves Detention Pond	1.17	x		\$57.33	\$1,490.58
15	Evans Street	6.36		x	\$349.80	\$4,197.60
16	1660 S. ROW (from fence behind 101 Orchard Way to 2nd power pole south of Meadowside Drive on eastside of	0.34	x		\$16.66	\$433.16
17	Detention Pond behind 204 Lady Bug (Past dead end on east end of Carl Stern after last house on the right)	0.81	x		\$39.69	\$1,031.94
18	Brushy Creek Meadows Detention Pond (Coyote Trail and Cr 135)	3.08		x	\$169.40	\$2,032.80
20	1660 S. sidewalk (from phone junction boxes southside of Glenwood Subdivision to where sidewalk crosses	3.24		x	\$178.20	\$2,138.40
21	Cr 137 ROW and sidewalk	1.08	x		\$52.92	\$1,375.92
22	Hwy 79 center islands (from FM685 east to Exchange Blvd.)	3.17	x		\$155.33	\$4,038.58
24		2104 ft		x	\$66.00	\$792.00

Map No.	Property Description	Acreage	UNITS OF MEASURE		Proposed Price Per Unit of Measure	Extended Price /Year
			Bi-Weekly Service	Monthly Service		
25	North east corner of Hwy79 and Ed Schmidt	0.02	x		\$25.00	\$650.00
27	Exchange Blvd. Drainage Channel (50 feet on each side of roadway behind maxd rail)	0.25		x	\$35.00	\$420.00
28	Cr 165/Alliance Blvd (from Hwy 79 north on eastside to south corner of parking lot of YMCA and on westside from Hwy 79 north under the power lines to the storage facility)	1.22		x	\$55.00	\$660.00
29	Emory Farms Detention Pond (from fence line south to YMCA curb line)	8.58		x	\$471.90	\$5,662.80
30	Cr 108/Innovation Blvd (from toll service road to Limmer Loop. Do not in front of college)	8.62	x		\$422.38	\$10,981.88
31	North West Water Tower	1.27	x		\$62.23	\$1,617.98
32	Ed Schmidt ROW	2.26	x		\$110.74	\$2,879.24
33	Limmer Loop (St Patrick's Catholic Church to end of Clarks Crossing)	4.54	x		\$222.46	\$5,783.96
34	Carol Drive ROW from Limmer Loop south behind the fence on the west side of street	0.25	Weekly		\$22.50	\$1,170.00
35	301 Carol Drive Drainage Easement (edge of street west to power poles)	2.8	x		\$137.20	\$3,567.20
36	Carol Drive Detention Pond (edge of street east to ditch line)	1.4	x		\$68.60	\$1,783.60
37	Mager Lane ROW around to Cottonwood Sub entrance and Clarks Crossing ditch lines (x3)	6.47	x		\$317.03	\$8,242.78
38	Creekside Drive- two drainage easements Cottonwood Subdivision	0.09		x	\$35.00	\$420.00
39	Hutto Park Subdivision easement west of Saul Street	2.52	x		\$123.48	\$3,210.48
40	Cr 132 ROW	3.72		x	\$204.60	\$2,455.20
41	Pecan Street Water Tower (W.Pecan Street)	0.31	x		\$25.00	\$650.00
42	Alley across from the Texan to 1000	0.11		x	\$35.00	\$420.00
43	Alley across from the library to Main Street	0.09		x	\$35.00	\$420.00
44	Street Street (north end of Main Street)	0.2	x		\$25.00	\$650.00
45	Frame Switch Water Tower	5	x		\$245.00	\$6,370.00
48	Farley Street and East Street around	0.75	x		\$36.75	\$955.50
49	Carl Stern Drive (south side of roadway from school entrance east to S. Pauley and from fence to curb)	0.5	x		\$24.50	\$637.00

Map No.	Property Description	Acreage	UNITS OF MEASURE		Proposed Price Per Unit of Measure	This column will auto calculate Extended Price /Year
			Bi-Weekly Service	Monthly Service		
52	Enclaves easement between houses and Brushy Creek	7.69	x		\$376.81	\$9,797.06
55	Sidewalk FM 685 ; Riverwalk to Great W	5	x		\$245.00	6,370.00
56	FM 1660 N from Mager Lane north to city limit sign on north side of Hutto Park (north and south ROW)	4.02		x	\$221.10	\$0.00
59	East Street Parking Lot	0.5	x		\$25.00	\$2,653.20
60	Fistral Drive Drainage Ditch	0.5	x		\$25.00	\$650.00
48	Sidewalk FM 685 ; Riverwalk to Great W	5	x		\$245.00	6,370.00
					\$7,839.28	\$460,336.88

Name of Company: Abescape Group LLC 179,136.88
Name: Abraham Herrera Signature: 
Title: Owner

8650 W Hwy 29
Liberty Hill, Texas 78642

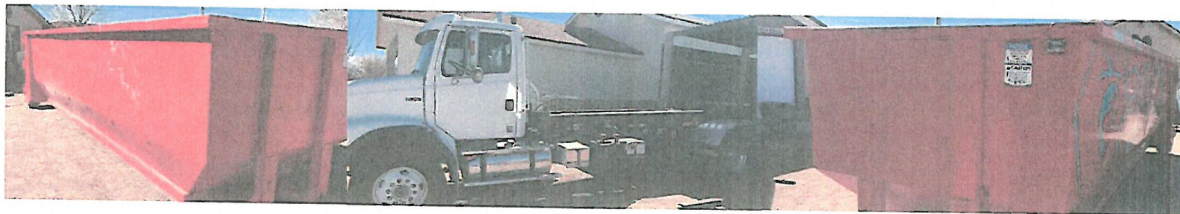
(512) 790-4223 office
(915) 231-6298 fax
(915) 253-9702 cell

www.abescape.com
aherrera@abescape.com
estimating@abescape.com
info@abescape.com

EQUIPMENT TO BE USED FOR THE CITY OF HUTTO, TX

QUANTITY	YEAR	MAKE	MODEL	DESCRIPTION
2	2016	JOHN DEERE	Z950M ZERO TURN	RIDING MOWER W/ ENVIRO GARD CONVERSION KIT (PROPANE)
2	2016	FORD	F-350	DIESEL PICK-UP
2	2015	TOPHAT	UTILITY TRLR	16 FT LANDSCAPE TRAILER
4	2015	STIHL	130/240	LINE TRIMMER
3	2015	STIHL	TRIMMER	HEDGE TRIMMER
4	2015	STIHL	BR600	BLOWER
2	2014	JOHN DEERE	5115	TRACTOR
1	2016	RHINO	5150 BATWING	16 FT CUTTER
2	2013	HONDA	MOWER	PUSH MOWER
2	2015	STIHL	BACK PACK	SPRAYER
2	2010	STORMTOP	ST-3000	30 YARD ROLL-OFF CONTAINER
1	2001	FREIGHTLINER	DUMP	ROLL-OFF DUMP TRUCK
2	2014	100 GALLON	TANK	TANKS WITH SPRAY GUNS

This is the equipment owned by Abescape and what will be used to services all areas of the contract. Also attached is a complete inventory of trucks, machinery, mowers, tractors, roll-offs, tools & equipment owned by Abescape.



Repair & Maintenance Yard; Liberty Hill TX

8650 W State Hwy 29
Liberty Hill, Texas 78642

(512) 790-4223 office
(915) 231-6298 fax
(915) 253-9702 cell

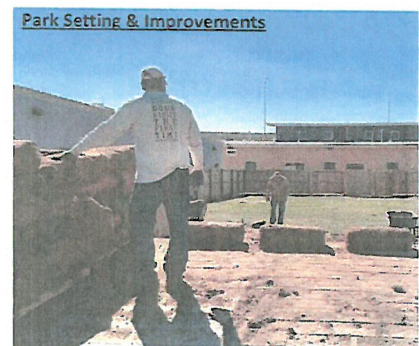
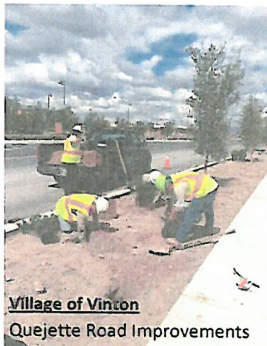
www.abescape.com
aherrera@abescape.com
estimating@abescape.com
info@abescape.com

CONTRACT EQUIPMENT - ATTACHED FULL INVENTORY WITH SERIAL NUMBERS

48-55 employees (San Antonio, Dallas Austin)
 22 TRUCKS 29 TRAILERS, 30 LINE
 TRIMMERS, 15 HEDGE TRIMMERS
 6 POLE SAW CHAINSAWS, 30 BLOWERS
 6 – 36" WALK-BEHIND MOWERS,
 8 BACK PACK SPRAYERS

TRACTORS/CUTTERS/MOWERS

2 – 5085M JOHN DEERE TRACTOR 85 PTO
 3 – 5115M JOHN DEERE TRACTOR 115 PTO
 2 – 5100E JOHN DEERE TRACTOR 100 PTO
 3 – 15FT BUSHHOG FINISH MOWER/CUTTER
 2 – 15FT RHINO FINISH MOWER/CUTTER
 2 – 15 FT 515 ICON RHINO SHREDDERS
 2 – 15FT JOHN DEERE CX SHREDDER
 13 – HUSTLER ZERO TURN RIDING MOWERS



AbescapeLandscaping, LLC
 Licensed Irrigator - License Number
 LJ0020134
 Backflow Prevention Assembly Tester -
 License Number BP0015438

EQUIPMENT	YEAR	MODEL	SERIAL NUMBER
TRACTOR			
JOHN DEERE	2016	5115M UTIL. TRACT. (100 PTO HP)	1LV5115MCGG100164
JOHN DEERE	2017	5115M UTIL. TRACT. (100 PTO HP)	1LV5115MCHH100970
JOHN DEERE	2018	5115M UTIL. TRACT. (100 PTO HP)	1LV5115MLHH101007
JOHN DEERE	2018	5100M UTIL. TRACT. (100 PTO HP)	1LV5100EPJJ101654
JOHN DEERE	2018	5100M UTIL. TRACT. (100 PTO HP)	1LV5100EVJJ101644
CUTTERS			
JOHN DEERE FLEX WING	2016	SUSP. 540 RPM STUMP JUMPERS	
JOHN DEERE FLEX WING	2016	540 RPM STUMP JUMPERS	C067202
BUSH HOG ROTARY CUTTER	2018	TD1500	4871756
BUSH HOG ROTARY CUTTER	2018	TD1500	4871757
BUSH HOG ROTARY CUTTER	2018	TD1500	4871758
HUSTLER			
JOHN DEERE Z950M	2016	COMMERCIAL ZTRACK	
JOHN DEERE Z950M	2016	COMMERCIAL ZTRACK	
JOHN DEERE Z950M	2017	COMERCIAL ZTRACK	1TC960MCVGT050115
JOHN DEERE Z950M	2017	COMERCIAL ZTRACK	1TC950MCLGT050038
JOHN DEERE Z950M	2017	COMERCIAL ZTRACK	1TC950MCCGT051251
HUSTLER MOWER SUPER Z60	2017	936880	17103544
KAWASAKI SUPER Z 60"	2018	936880	18040028
KAWASAKI SUPER Z 60"	2018	936880	18040029
KAWASAKI SUPER Z 60"	2018	936880	18040033
KAWASAKI SUPER Z 60"	2018	936880	18040497
KAWASAKI SUPER Z 72"	2018	936930	18042410
KAWASAKI SUPER Z 72"	2018	936930	18042406
KAWASAKI SUPER Z 72"	2018	936930	18042408
KAWASAKI SUPER Z 72"	2018	936930	18042409



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Texas Department of Transportation (TXDOT), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>. Provided that your company continues to remain certified with the TXDOT, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the TXDOT in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the TXDOT and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the TXDOT, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1000000000900
File/Vendor Number: 50366
Approval Date: 08-FEB-2017
Scheduled Expiration Date: 28-FEB-2020

In accordance with the Memorandum of Agreement between the
Texas Department of Transportation (TXDOT)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

ABESCAPE LANDSCAPING, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 21-MAR-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the TXDOT's program, you must immediately (within 30 days of such changes) notify the TXDOT's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the TXDOT's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16

Reference Sheet

Responding Company Name: ABESCAPE GROUP, LLC

1. Company's Name CITY OF PFLUGERVILLE (3 CONTRACTS) PARKS, FACILITIES & LIFT STATIONS
Name and Title of Contact Daniel Willson (field foreman), Wiley Webb (superintendent) Imad Shamaa (maintenance)
Project Name City of Pflugerville Public Works (Parks) / Well Site Mowing (lift stations)
Present Address 15500 Sunlight Near Way
City, State, Zip Code Pflugerville, Texas 78660
Telephone Number Dan Wilson: 512.990.6423 Wiley Webb: 512.990.6400 Imad Shamaa 512.990.6133
Email Address danielw@pflugervilletx.gov wileyw@pflugervilletx.gov imads@pflugervilletx.gov

2. Company's Name CITY OF LEANDER TEXAS
Name and Title of Contact MIKE RILEY (PUBLIC WORKS INSPECTOR) PAT WOMACK (DIRECTOR)
Project Name CITY BUILDING GROUNDS MAINTENANCE & RIGHT-OF-WAY MOWING
Present Address 607 MUNICIPAL DR
City, State, Zip Code LEANDER TEXAS, 78641
Telephone Number 915.259-2640 OR 512.762.7824 Fax Number (915) 528-8421
Email Address mriley@leandertx.gov pwomack@leandertx.gov

3. Company's Name CITY OF EL PASO
Name and Title of Contact STEVE LUNSFORD (PARK SUPERINTENDENT)
Project Name CITY OF EL PASO CITY PARKS MOWING & GROUNDS MAINTENANCE
Present Address 911 S OCHOA ST
City, State, Zip Code EL PASO, TEXAS 79901
Telephone Number 915.472.2819 OR 915.621.6791 Fax Number (915) 212-0092
Email Address lunsfordas@elpasotexas.gov

4. **CITY OF AUSTIN: AUSTIN CODE AND CITY PARKS REFERENCES:**
Joe Diaz (Parks) 512.705.3008 joe.diaz@austintexas.gov
John Robinson (forestry) 512.974-6519 john.robinson@austintexas.gov
Shane Kistner (street & bridge) 512.974.9198 shane.kistner@austintexas.gov

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

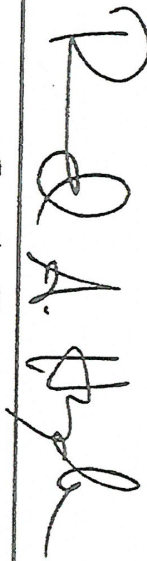
Be it known that

ABRAHAM HERRERA

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

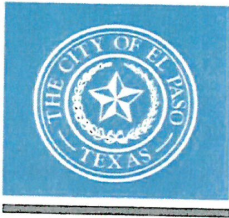
LICENSED IRRIGATOR

License Number: LI0020134
Issue Date: 02/04/2016
Expiration Date: 01/31/2019



Executive Director
Texas Commission on Environmental Quality

Scanned by CamScanner



Parks and Recreation Department

Mayor
Oscar Leeser

January 3, 2017

City Council

District 1
Peter Svarzbein

District 2
Jim Tolbert

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Claudia Ordaz

District 7
Lily Limón

District 8
Cortney C. Niland

City Manager
Tommy Gonzalez

Abescape Landscaping, LLC
1440 Coronel Drive
El Paso, Texas 79928

To Whom It May Concern:

Abescape Landscaping LLC has been a contract mowing vendor for the City of El Paso Parks and Recreation Department since 2015. Their duties of included mowing at a 1.0" to 1.5" height of 45 to 80 acres of turf, site cleaning such as litter pickup prior to mowing operation, and trimming of landscape areas such as around trees and other scrubs contained within those turf areas. Mowing operations are conducted from March to October of each year.

The working relationship with this company has been a very professional and I recommend this company.

Steven Lunsford

Park Superintendent
Parks and Recreation Department
Office: 915/212-8018
Email: lunsfordas@elpasotexas.gov

Tracey Novak, Director - Parks and Recreation Department Head
City Hall #3 | 801 Texas Ave. | El Paso, Texas 79901 | (915) 212-0092

"Delivering Outstanding Services"



abescape.com

8650 W STATE HWY 29
Liberty Hill, Texas 78642

(915) 307-2648 office
(915) 231-6298 fax
(915) 253-9702 cell abraham

www.abescape.com
aherrera@abescape.com
estimating@abescape.com

(Abescape Landscaping, LLC) & (Abescape Group LLC) Recent Commercial Resume & References

City of Leander, Texas

City Buildings Landscape Maintenance & Right of way Mowing

Pat Womack – Public Works Director
607 Municipal Dr.
Leander, Texas 78641
(512) 259-2640 – office
(512) 762-7824 – cell
pwomack@leandertx.gov

City of El Paso, Texas Parks Mowing

City Parks mowing & grounds maintenance

Steve Lunsford - lunsfordas@elpasotexas.gov
General Land Management Superintendent
(915) 621-6791 office
(915) 472-2819 cell

Village of Vinton, Texas

City Parks Mowing & Grounds Maintenance

Jessica Garza – City administration Manger
jgarza@vintontx.us
Perfecto Valdez – Supervisor
(915) 886-5104 - office
(915) 593-7220 cell

Ft. Bliss Army Base c/o Belfour Beatty, El Paso, Texas

Military Housing Mowing & Grounds Maintenance

Jeremy Holliday – Communities Supervisor
Email: jholliday@bbcarp.com
(915) 564-0795 Office
(915) 564-1853 Fax
(915) 726-0109 Cell

Pride General Contractors

Concrete flatwork for the City of El Paso & Texas Tech college

Ramon Salgado-Owner
Rsalgado@pridegc.com
5959 Gateway west ste
El Paso TX 79925
(915) 433-4631 cell
(915) 771-9601 office

City of Lakeway, Texas

City buildings & parks landscape maintenance & landscape Installations

Andra Bennett-Director of Parks & Recreation
105 Cross Creek
Lakeway, Tx 78734
(512) 314-7534- Office
andrabennett@lakeway-tx.gov

Ardent Quest Apartment

Irrigation & Landscaping installation & maintenance

Moss & Associates Contracting
Russell McSpedden – Sr. Project Manager
rmspedden@mossemail.com
(915) 298-0442 office
(915) 539-6415 cell

Quijette Road Improvements, Vinton, TX

Irrigation & Landscaping installation & maintenance

Saab Site Contractors, L.P.
Sean Pracht – Project Manager
sean.saabsite@gmail.com
(915) 593-7220 office
(915) 246-3990 cell

GSA Tornillo Int'l Port of Entry, Tornillo, TX

Irrigation, Landscaping, Sod & Boulder Install & Maintenance

Cooley Construction
Ed Schmitt – Site Supervisor
eschmitt@cooleyconstruction.com
(405) 528-8093 office
(915) 210-4247 cell

Banes General Contractors – Various Projects

Concrete flat work, Irrigation, Landscaping EPCC, Lexus, Land Rover, Jaguar Stamped Concrete

Gilbert Patino – Project Manager
6001 Doniphan Dr, El Paso, TX 79932
(915) 584-0404 office
(915) 345-3177 cell

Restlawn & Evergreen Cemetery

Irrigation & Landscaping Installation

Linda Olvera – Manager
Linda.olvera@sci-us.com
4848 Alps Dr, El Paso, TX 79904
(850) 377-2979 cell

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ABRAHAM HERRERA

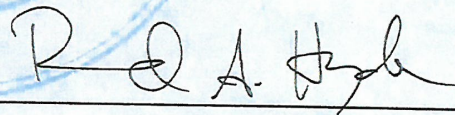
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: BP0015438

Issue Date: 08/06/2016

Expiration Date: 09/05/2019



Executive Director

Texas Commission on Environmental Quality

COMMERCIAL RESUME:

City of Leander, Texas –

Contract 1 - All city and highway right of way mowing approximately 500 acres Ronald Reagan Highway 17 miles of roadside width mowing (both sides) 150 acres 57 pond reservoirs & channels mowing City Buildings mowing & grounds maintenance.
Mike Riley, Public Works Assistant (830) 265-8100,
mireley@leandertx.gov

Contract 2 – City Parks, Roger Flowers, (512) 563-1836,
rflowers@leandertx.gov
14 parks and trails approximately, 25 acres

City of Lakeway, Texas – Andra Bennett, Director (512) 314-7534
andrabennett@lakeway-tx.gov

Medians & rights of way
approximately 120 acres Swim
Center mowing & grounds
maintenance
City hall, Police Station, Activity Center,
Heritage Center 4 City Parks
approximately 12 acres

City of El Paso, Texas Parks Mowing – Steve Lunsford,
Superintendent (915) 472-2819
City Parks mowing & grounds maintenance approximately 900 acres,
contract totaling 130 parks

Village of Vinton, Texas – Perfercto Valdez, Director.
(915) 497-6136, (915) 383-6993. Email pvaldez@vinton.tx.us.
City Parks Mowing & Grounds Maintenance approximately 15 acres

Ft. Bliss Army Base, El Paso, Texas Jeremy Holliday, Communities
Supervisor (915) 726-0109
Belfour Beatty Military Housing Mowing & Grounds Maintenance approximately 55 acres

Awarded Military Housing at White Sands Missile Range (08/2017)
Lance Mills, Communities Supervisor (575) 993-6385 lmills@bbcgrp.com

Texas Department of Transportation, Odessa District & Abilene District
David Alvarez, Maintenance Supervisor (432) 652-8951. Upton County
Right-of-way Mowing & Line Trimming approximately 1,700 acres per cycle totaling approx. 8500 acres for the 2-year contract

Saundra Collins (325) 676-6852, saundra.collins@txdot.gov, Borden County

City of Georgetown, Texas
Water storm channels, ponds & right-of-ways.
Dan Suouthard, (512) 930-8152
dan.southard@georgetown.org

City of Pflugerville Texas

Contract 1 – City Facilities, Imad Shamaa, (512) 767-2866, approximately 28 acres total
(512) 767-2866, imads@pflugervilletx.gov

Contract 2 – Public Works Water Treatment Plants, Wiley Webb, Utility Superintendent.
(512) 990-6400, wileyw@pflugervilletx.gov

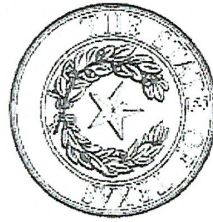
Contract 3 – City Parks, 40 parks approximately 174 acres. Daniel Wilson, Field Operation Foreman
(512) 990-6400, danielw@pflugervilletx.gov

Aside from the municipal and city mowing, Abescape continues to maintain over 200 residential properties, hotels, commercial real estate, and various apartment complexes. Abescape also specializes in commercial landscape installation and design, irrigation planning and installation and backflow prevention.



Abraham Herrera - Owner

AbescapeLandscaping, LLC
Licensed Irrigator - License Number LI0020134
Backflow Prevention Assembly Tester - License Number BP0015438
EMERGENCY IRRIGATION & BACKFLOW REPAIR



Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a DBE in accordance with 49 Code of Federal Regulations Part 26

***Abescape Landscaping LLC DBA Abescape Landscaping
(VN: 27054)***

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month. Current certification information will be listed in the Texas Unified Certification Program (TUCP) Directory located at <https://txdot.txdotcms.com>

February 8, 2017

Date Issued

Michael D. Bryant
Director

Civil Rights Division



Abraham Herrera

TCLP

#767

The above named is hereby recognized as a
Texas Certified Landscape Professional,
having fulfilled the requirements of the Certification Committee of the
Texas Nursery & Landscape Association

CHAIRMAN
TNLA Certification Committee

PRESIDENT
Texas Nursery & Landscape Association

Valid Through

June 30, 2019

The Texas Certified Landscape Professional certification is a program of the Texas Nursery & Landscape Association



January 30, 2018

To: Whom it may concern,

I am the Utility Superintendent for the City of Pflugerville. I am responsible for the operations and maintenance, including mowing, of 21 facilities totaling 61.85 acres.

The mowing for these facilities was bid out in FY2017 via PUBLIC WORKS/WELL SITE MOWING SERVICES, Bid Number 2017-12. This bid included 20-14 day cycles of mowing and edging of 20 sites and 40-7 day cycles on one 1.75 acre site.

Abescape was the low bidder and was awarded the contract for FY2017.

Abescape provided quality service during FY2017. Any issue that arose were resolved quickly. Abescape worked with City staff to ensure expectations were met.

The contract for these services has been renewed with Abescape for FY2018.

Feel free to contact me if you have any questions.

Wiley Webb
Utility Superintendent
City of Pflugerville
512-990-6400

CITY OF PFLUGERVILLE
P.O. BOX 589
Pflugerville, TX 78691-0589

STREET ADDRESS
15500 Sun Light Near Way #B
Pflugerville, TX 78660

TEL: 512.990.6400
FAX: 512.989.1052
www.pflugervilletx.gov

RESOLUTION NO. R

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH ABESCAPE GROUP FOR
GROUNDS MAINTENANCE AND RIGHT OF WAY MOWING.**

WHEREAS, the City of Hutto and Abescape Group have a mutual intent and understandings with respect to mowing grounds and rights of way for the City, and;

WHEREAS, the City recognizes the need for contract mowing services and Abescape Group possesses the resources and expertise to deliver said services to the City, and;

WHEREAS, the City and Abescape Group wish to enter into an Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith in respect to mowing of grounds and rights of way for the City by Abescape Group.

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

The City Council hereby authorizes the City Manager to enter into a contract not to exceed \$179,136.88 with Abescape Group to provide grounds maintenance and rights of way mowing services for the City.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the 7th day of **February 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution for the acceptance of street and drainage improvements for the Hutto Square Section 5B subdivision. (Samuel Ray)
Meeting: Regular City Council - 20 Feb 2020
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

This item is for the acceptance of street and drainage improvements related to the Hutto Square Section 5B subdivision. Part of the Hutto Square subdivision this section is located north of Limmer Loop between FM 1660 and CR 119. The subdivision consists of 2301 feet of new roadways, 55 single family lots, 2 drainage lots and 1 green belt/parkland/drainage easement lot. No water and wastewater infrastructure will be accepted by the city as it will be owned and serviced by Jonah Water Special Utility District. All infrastructure improvements have been inspected by city staff and been determined to be constructed in accordance with all applicable codes.

FINANCIAL IMPACT:

NA

POLICY IMPLICATIONS:

Aligns with the strategic goal of infrastructure and growth.

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Project Construction Summary](#)

[Engineer's Certificate of Completion](#)

[Letter of Credit Reduction - Maintenance Bond](#)

[Hutto Square 5B TAS Inspection 19-211](#)

[Final Application for Payment](#)

[Resolution - Acceptance of Infrastructure Improvements for Hutto Square 5B](#)

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Hutto Square 5B

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Todd Meaker

CONTRACTOR: Cash Construction Company, Inc.

Maintained By:	
COH	Other
Boxes checked by HOA	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$428,167.00

SIDEWALK IMPROVEMENT COST: \$9,600.00

SIDEWALK RAMP IMPROVEMENT COST: \$15,600.00

BRIDGE IMPROVEMENT COST: \$0.00

POND(S) COST: \$0.00

DRAINAGE IMPROVEMENT COST: \$653,312.50

WATER IMPROVEMENT COST: \$0.00

WASTEWATER IMPROVEMENT COST: \$0.00

EROSION CONTROLS / RESTORATION COST: \$28,767.05

TOTAL IMPROVEMENT COST: \$1,135,446.55

PREPARED BY (DESIGN ENGINEER): Randall Jones & Associate Engineering

CHECKED BY (CID SUPERVISOR): _____



CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address From Lot #	Address To Lot #	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
Westfield Street	6A	14A	2/9	29	523	No	No
Finley Street	38B	43B	2/9	29	332	No	No
Scotsburg Street	11A	32B	2/9	29	1022	No	No
Brookside Street	32B	40B	2/9	29	424	No	No

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
Westfield Street	na	na	5	124	N&S	2
Scotsburg Street	na	na	5		E&W	4
Brookside Street	na	na	5		N&S	4
Finley Street	na	na	5		E&W	2

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)
2 – Number of Ramps

2/8

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW							
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED ¹	TYPE ²	DESCRIPTION ³	DECK		COST	PRIVATE
				W (FT) ⁴	L (FT) ⁵		
NA							

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C – Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).

4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

3/8

CONSTRUCTION SUMMARY FOR PONDS

[illegible]

- 1 – BD = Bio–Detention
D = Detention Only
DSF = Detention / Sedimentation / Filtration
F = Filtration Only
S = Sedimentation Only
SF = Sedimentation / Filtration
SFI = Sedimentation / Filtration / Infiltration
SI = Sedimentation / Irrigation
WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia - FT)	MATERIAL TYPE	QTY	SIZE (L - FT)	TYPE 1
18"	RCP CL III	574	2	5	Conc	19	10	Curb
24"	RCP CL III	170	3	6	Conc			
30"	RCP CL III	461	2	7	Conc			
36"	RCP CL III	348						
42"	RCP CL III	389						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE 2	QTY	SIZE 3	DESCRIPTION 4
2	7 FT X 7 FT	Conc	2	42"	Conc Slope Headwall
			2	3-5X3	Conc Slope Headwall (No Pipe Runner)

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
180	6	3:1	Natural
795	10	3:1	Natural

- 1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
- 2) Cast-in-Place, Precast
- 3) Pipe size / Culvert Size
- 4) Heavy Wall, Wing Walls, Gabions

Page 6 of 17

5/8

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
	NA							
AIR RELEASE								
SIZE	TYPE	NO.						
			SERVICES INSTALLED					
			NO.	TYPE				
				SINGLE				
				DOUBLE				

REMARKS: _____

6/8

CONSTRUCTION SUMMARY FOR WASTEWATER

[illegible]

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

 $\frac{7}{8}$

WWW JOB I.D. _____ SUBDIVISION FILE # _____

[illegible] $\frac{8}{8}$



**RANDALL JONES & ASSOCIATES
ENGINEERING INC.**

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

ENGINEER'S CERTIFICATE OF COMPLETION

Owner of Property:
2012 Hutto Square, LLC.

Kind of Project, Contract Identification:
Hutto Square 5B – Street, Drainage, Water, Wastewater, and Erosion Control Improvements

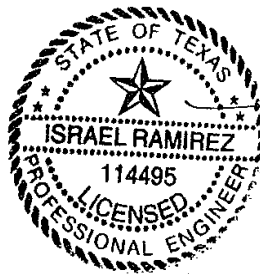
Name of Contractor: Cash Construction Company, Inc.

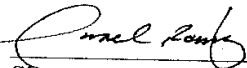
Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE
Reg. No. F-9784

Address of Consulting Engineer: 2900 Jazz St, Round Rock, TX 78664

I certify that this Project is 100% complete on 8-30-2019; that the project was under periodic observation by either myself or someone under my supervision; that to the best of my knowledge the Project was in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual inspection of the project. As engineer, I was not engaged to perform inspection services during construction.




Signature
Texas Registration Number
114495

9.16.2019

T: engconc



U.S. BANK NATIONAL ASSOCIATION
GLOBAL DOCUMENTARY SERVICES, BC-MN-H20G
800 NICOLLET MALL
MINNEAPOLIS, MN 55402

SWIFT: USBKUS44
TELEPHONE: 612-303-7395
612-303-7374
FACSIMILE: 612-303-5226

OCTOBER 11, 2019

LETTER OF CREDIT NUMBER: SLCMMSP08995

AMENDMENT NUMBER: 1

APPLICANT: CT DEVELOPMENT, INC.
7676 WOODWAY, STE 104
HOUSTON, TX 77063

BENEFICIARY: CITY OF HUTTO
ATTN: ANTHONY EMADI, CHIEF FINANCIAL OFFICER
401 W. FRONT STREET
HUTTO, TX 78634
PHONE: 512-759-4032

THE ABOVE-MENTIONED CREDIT IS AMENDED AS FOLLOWS:

PRESENT AVAILABLE BALANCE DECREASED BY USD 1,746,084.54 TO A NEW TOTAL OF USD 113,544.66.

THIS AMENDMENT IS SUBJECT TO BENEFICIARY APPROVAL/DISAPPROVAL AND MUST BE ACCEPTED OR REFUSED BY MAKING SUCH NOTATION ON THE LINES PROVIDED BELOW AND RETURNING SAME TO US VIA SCAN OR FACSIMILE. SCAN AND SEND BY EMAIL TO: MINNEAPOLIS.STANDBY@USBANK.COM OR FAX TO US AT 612-303-5226. IMMEDIATE REPLY REQUESTED. PLEASE CHECK ONE OF THE BOXES BELOW AND FILL IN SIGNATURE BLOCK.

- ☒ APPROVE/ACCEPT SUBJECT AMENDMENT
☐ DISAPPROVE/REFUSE SUBJECT AMENDMENT

Michael Sorrell
BENEFICIARY NAME

City of Hutto
AUTHORIZED SIGNATURE

NAME: Michael Sorrell

TITLE: Assistant City Manager/CFO

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

U.S. BANK NATIONAL ASSOCIATION

Julie M. Seaton
AUTHORIZED SIGNATURE

usbank.com

FILE COPY



December 23, 2019

Israel Ramirez
Randall Jones & Associates
2900 Jazz Street
Round Rock, TX 78664

Re: TAS Inspection – Hutto Square 5B Project

Dear Israel:

This report presents the findings of the on-site inspection for the Hutto Square 5B Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on December 23, 2019 which included the review of sidewalks, curb ramps and associated crosswalks within the phase.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at apl@alturalp.com with any questions.

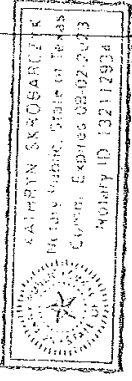
Sincerely,

A handwritten signature in black ink, appearing to read 'Andrea Salom'.

Andrea, RAS #1313

APPLICATION FOR PAYMENT

CONTRACTOR: CASH CONSTRUCTION COMPANY, INC. P.O. BOX 1279 PFLUGERVILLE, TEXAS 78691 (512) 251-7872 Fax (512) 990-5609		OWNER: CT DEVELOPMENT, INC. 7676 WOODWAY, SUITE 104 HOUSTON, TEXAS 77063	
PROJECT NAME: HUTTO SQUARE SEC 5B CASH JOB NO: 823			
PROJECT DATE AS OF: 09/27/2019 BILLED TO PAY REQUEST NO.: FINAL		CONTRACT DATE: 07/12/2018	
TOTAL WORK COMPLETED TO DATE RETAINAGE: \$1,812,307.05 AMOUNT DUE THIS ESTIMATE: \$90,615.35 PREVIOUS BILLINGS: \$1,721,691.70 CURRENT AMOUNT DUE: \$90,615.35		ORIGINAL CONTRACT AMOUNT: \$1,694,009.50 CHANGE ORDER #1 \$118,297.55 CHANGE ORDER #2 CHANGE ORDER #3 CHANGE ORDER #4 CHANGE ORDER #5	
		REVISED CONTRACT AMOUNT: \$1,812,307.05	

SWORN TO AND SUBSCRIBED BEFORE ME on this <u>27th</u> day of <u>September</u> , 2019.	
Contractor's Representative <u>[Signature]</u> Date <u>9/27/19</u>	
Owner's Representative _____ Date _____	
Engineer's Representative <u>[Signature]</u> Date <u>10.10.19</u>	

APPLICATION FOR PAYMENT											
JOB NAME: HUTTO SQUARE SEC 5B		ESTIMATE # 823		DATE 09/27/2019		TOTAL WORK THIS ESTIMATE					
JOB# 823		FINAL		REV AMOUNT \$1,812,307.06		TOTAL COMPLETED TO DATE \$1,812,307.06					
FROM: CASH CONSTRUCTION COMPANY, INC.		P.O. BOX 1279		PFLUGERVILLE TX 78691		LESS RETAINAGE \$50,515.35					
						TOTAL DUE TO DATE \$1,721,691.70					
						PREVIOUS BILLINGS \$1,721,691.70					
						AMOUNT DUE THIS ESTIMATE \$0.00					
ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	E ME on this ESTIMATE	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	THIS TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
STREET IMPROVEMENTS											
SY	CLEAR/GRUB (ROW)		14,341.00	\$2,868.20	\$0.20	14,341	0	\$0.00	14,341	\$2,868.20	100.00%
SY	EXCAVATION/EMBANKMENT (ROW)		14,341.00	\$43,023.00	\$3.00	14,341	0	\$0.00	14,341	\$43,023.00	100.00%
SY	6" STD SUBGRADE PREP (3" BOC)		9,483.00	\$23,707.50	\$2.50	9,483	0	\$0.00	9,483	\$23,707.50	100.00%
SY	8" LIME STABILIZED SUBGRADE (3 BOC)		9,483.00	\$67,329.30	\$7.10	9,483	0	\$0.00	9,483	\$67,329.30	100.00%
SY	3" BASE (3 BOC)		9,483.00	\$85,347.00	\$9.00	9,483	0	\$0.00	9,483	\$85,347.00	100.00%
SY	2" HOT MIX		6,918.00	\$75,098.00	\$11.00	6,918	0	\$0.00	6,918	\$75,098.00	100.00%
LF	6" CURB & GUTTER		4,629.00	\$36,473.90	\$12.20	4,629	0	\$0.00	4,629	\$36,473.90	100.00%
EA	ADA RAMPS		12.00	\$15,600.00	\$1,300.00	12	0	\$0.00	12	\$15,600.00	100.00%
LF	5" CONC SIDEWALKS		320.00	\$9,600.00	\$30.00	320	0	\$0.00	320	\$9,600.00	100.00%
EA	CONC VALLEY GUTTER		3.00	\$15,000.00	\$5,000.00	3	0	\$0.00	3	\$15,000.00	100.00%
LF	PED HANDRAIL (PRD-13)		60.00	\$7,800.00	\$130.00	60	0	\$0.00	60	\$7,800.00	100.00%
EA	BARRICADE		3.00	\$2,550.00	\$850.00	3	0	\$0.00	3	\$2,550.00	100.00%
EA	STOP/STREET SIGN & BAR		3.00	\$1,800.00	\$600.00	3	0	\$0.00	3	\$1,800.00	100.00%
EA	MISC STREET SIGNS		7.00	\$1,750.00	\$250.00	7	0	\$0.00	7	\$1,750.00	100.00%
LS	TEMP TURNAROUND		1.00	\$29,420.20	\$29,420.20	1.00	0.00	\$0.00	1	\$29,420.20	100.00%
LS	STAKING		1.00	\$15,000.00	\$15,000.00	1	0	\$0.00	1.00	\$15,000.00	100.00%
	SUBTOTAL STREET IMPROVEMENTS			\$453,387.00				\$0.00		\$453,387.00	
WASTEWATER IMPROVEMENTS											
LF	8" PVC SDR36 0'-8"		162.00	\$8,100.00	\$50.00	162	0	\$0.00	162	\$8,100.00	100.00%
LF	8" PVC SDR26 8'-10"		597.00	\$31,641.00	\$53.00	597	0	\$0.00	597	\$31,641.00	100.00%
LF	8" PVC SDR36 10'-12"		1,293.00	\$80,166.00	\$62.00	1,293	0	\$0.00	1,293	\$80,166.00	100.00%
EA	4 DIA MANHOLE (STD)		18.00	\$79,200.00	\$4,400.00	18	0	\$0.00	18	\$79,200.00	100.00%
VF	4 DIA EXTRA DEPTH MANHOLE		44.00	\$13,200.00	\$300.00	44	0	\$0.00	44	\$13,200.00	100.00%
EA	TIE TO EXIST WW		1.00	\$2,800.00	\$2,800.00	1	0	\$0.00	1	\$2,800.00	100.00%
EA	RAISE EXIST CASTING		3.00	\$4,500.00	\$1,500.00	3	0	\$0.00	3	\$4,500.00	100.00%
LF	18" STEEL CASING		36.00	\$3,780.00	\$105.00	36	0	\$0.00	36	\$3,780.00	100.00%
EA	SINGLE SERVICE		2.00	\$2,200.00	\$1,100.00	2	0	\$0.00	2	\$2,200.00	100.00%
EA	DOUBLE SERVICE		25.00	\$32,500.00	\$1,300.00	25	0	\$0.00	25	\$32,500.00	100.00%
EA	DOUBLE SERVICE (EXIST MAIN)		3.00	\$4,800.00	\$1,600.00	3	0	\$0.00	3	\$4,800.00	100.00%
LF	TRENCH SAFETY		2,052.00	\$2,052.00	\$1.00	2,052	0	\$0.00	2,052	\$2,052.00	100.00%
LF	STAKING		2,052.00	\$2,052.00	\$1.00	2,052	0	\$0.00	2,052	\$2,052.00	100.00%
	SUBTOTAL WASTEWATER IMPROVEMENTS			\$286,991.00				\$0.00		\$286,991.00	
DRAINAGE IMPROVEMENTS											
LF	18" RCP CL III		574.00	\$28,700.00	\$50.00	574	0	\$0.00	574	\$28,700.00	100.00%
LF	24" RCP CL III		170.00	\$10,200.00	\$60.00	170	0	\$0.00	170	\$10,200.00	100.00%
LF	30" RCP CL III		461.00	\$35,958.00	\$78.00	461	0	\$0.00	461	\$35,958.00	100.00%
LF	36" RCP CL III		348.00	\$41,064.00	\$118.00	348	0	\$0.00	348	\$41,064.00	100.00%
LF	42" RCP CL III		389.00	\$51,737.00	\$133.00	389	0	\$0.00	389	\$51,737.00	100.00%
EA	10' COA STD CURB INLET		19.00	\$84,900.00	\$3,400.00	19	0	\$0.00	19	\$84,900.00	100.00%
EA	5' JUNCTION BOX		2.00	\$7,800.00	\$3,900.00	2	0	\$0.00	2	\$7,800.00	100.00%
EA	6' JUNCTION BOX		3.00	\$18,000.00	\$6,000.00	3	0	\$0.00	3	\$18,000.00	100.00%
EA	7' JUNCTION BOX		4.00	\$36,000.00	\$9,000.00	4	0	\$0.00	4	\$36,000.00	100.00%
EA	42" CONC SLOPE HEADWALL		2.00	\$7,200.00	\$3,600.00	2	0	\$0.00	2	\$7,200.00	100.00%
LF	2" GRASS LINED SWALE		495.00	\$4,950.00	\$10.00	495	0	\$0.00	495	\$4,950.00	100.00%
EA	CONN TO EXIST		5.00	\$4,500.00	\$900.00	5	0	\$0.00	5	\$4,500.00	100.00%
LF	TRENCH SAFETY		1,942.00	\$1,942.00	\$1.00	1,942	0	\$0.00	1,942	\$1,942.00	100.00%
LF	STAKING		1,942.00	\$1,942.00	\$1.00	1,942	0	\$0.00	1,942	\$1,942.00	100.00%
	SUBTOTAL DRAINAGE IMPROVEMENTS			\$314,593.00				\$0.00		\$314,593.00	

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	EME on this ESTIMATE	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	THIS TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
WATER IMPROVEMENTS											
8" PVC-900 DR 14		LF	2,496.00	\$79,872.00	\$32.00	2,496	0	\$0.00	2,496	\$79,872.00	100.00%
8" GATE VALVE		EA	11.00	\$15,400.00	\$1,400.00	11	0	\$0.00	11	\$15,400.00	100.00%
5 1/4" FIRE HYDRANT ASSEMBLY		EA	5.00	\$21,000.00	\$4,200.00	5	0	\$0.00	5	\$21,000.00	100.00%
SINGLE SERVICE		EA	5.00	\$6,000.00	\$1,200.00	5	0	\$0.00	5	\$6,000.00	100.00%
DOUBLE SERVICE		EA	24.00	\$36,000.00	\$1,500.00	24	0	\$0.00	24	\$36,000.00	100.00%
8" WET CONNECTION		EA	2.00	\$7,000.00	\$3,500.00	2	0	\$0.00	2	\$7,000.00	100.00%
2" AUTO FLUSH VALVE		EA	3.00	\$15,000.00	\$5,000.00	3	0	\$0.00	3	\$15,000.00	100.00%
TRENCH SAFETY		LF	2,496.00	\$1,243.00	\$0.50	2,496	0	\$0.00	2,496	\$1,243.00	100.00%
STAKING		LF	2,496.00	\$2,486.00	\$1.00	2,486	0	\$0.00	2,486	\$2,486.00	100.00%
	SUBTOTAL WATER IMPROVEMENTS			\$184,001.00				\$0.00		\$184,001.00	
DRAINAGE CHANNEL IMPR											
CHANNEL GRADING (LIGHT)		LF	1,247.00	\$18,705.00	\$15.00	1,247	0	\$0.00	1,247	\$18,705.00	100.00%
5X3 BOX CULVERT		LF	300.00	\$64,500.00	\$215.00	300	0	\$0.00	300	\$64,500.00	100.00%
3-3X3 CONC SLOPING HEADWALL (NO PIPE RUNNERS)		EA	2.00	\$40,000.00	\$20,000.00	2	0	\$0.00	2	\$40,000.00	100.00%
4' W CONC TRICKLE CHANNEL		LF	180.00	\$11,160.00	\$62.00	180	0	\$0.00	180	\$11,160.00	100.00%
7' W CONC TRICKLE CHANNEL		LF	795.00	\$59,625.00	\$75.00	795	0	\$0.00	795	\$59,625.00	100.00%
BLOCK RETAINING WALL		SF	785.00	\$31,400.00	\$40.00	785	0	\$0.00	785	\$31,400.00	100.00%
MATTING (LANDLOCK 300)		SY	1,320.00	\$14,520.00	\$11.00	1,320	0	\$0.00	1,320	\$14,520.00	100.00%
BERMUDA RYE REVEG		SY	10,325.00	\$5,182.50	\$0.50	10,325	0	\$0.00	10,325	\$5,182.50	100.00%
MORTARED ROCK RIPRAP (3'0)		SY	560.00	\$84,000.00	\$150.00	560	0	\$0.00	560	\$84,000.00	100.00%
10' DIA DUMP ROCK RIPRAP		SY	270.00	\$0.00	\$0.00	270	0	\$0.00	270	\$0.00	100.00%
STAKING		LF	1,547.00	\$1,547.00	\$1.00	1,547	0	\$0.00	1,547	\$1,547.00	100.00%
	SUBTOTAL DRAINAGE CHANNEL			\$338,719.50				\$0.00		\$338,719.50	
LOT GRADING											
CLEAR/GRUB		SY	45,446.00	\$45,446.00	\$1.00	45,446	0	\$0.00	45,446	\$45,446.00	100.00%
EXCAVATION/EMBANKMENT		SY	45,446.00	\$90,892.00	\$2.00	45,446	0	\$0.00	45,446	\$90,892.00	100.00%
				\$136,338.00				\$0.00		\$136,338.00	
	TOTAL CONTRACT			\$1,694,009.50				\$0.00		\$1,694,009.50	
CHANGE ORDER #1											
1	HAUL 19875 CY FROM STAR RANCH 7-7 TO HUTTO SQUARE										
2	SECTION 6	CY	19,875.00	\$57,637.50	2.90	19,875.00	0.00	\$0.00	19,875.00	\$57,637.50	100.00%
3	EMBANKMENT	CY	19,875.00	\$54,556.25	2.75	19,875.00	0.00	\$0.00	19,875.00	\$54,556.25	100.00%
4	INSTALLATION OF STABILIZED CONSTRUCTION ENTRANCE	EA	1.00	\$1,000.00	1,000.00	1.00	0.00	\$0.00	1.00	\$1,000.00	100.00%
5	INSTALLATION OF NEW SILT FENCE	LF	1,960.00	\$3,782.80	1.93	1,960.00	0.00	\$0.00	1,960.00	\$3,782.80	100.00%
	INSTALLATION OF ROCK BERM	LF	60.00	\$1,221.00	20.35	60.00	0.00	\$0.00	60.00	\$1,221.00	100.00%
	SUBTOTAL CO #1			\$118,297.55				\$0.00		\$118,297.55	
	GRAND TOTAL CONTRACT			\$1,812,307.05				\$0.00		\$1,812,307.05	

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Hutto Square Section 5B

Job No. 823

On receipt by the signer of this document of a check from CT Development, Inc. in the sum of \$90,615.35 payable to Cash Construction Company, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of CT Development, Inc. located at Hutto Square Section 5B to the following extent: Street and Utility Improvements.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to CT Development, Inc. as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

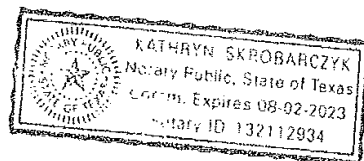
Date 9/30/19

Cash Construction Company, Inc.

By [Signature]
Shawn Ziegler, CFO

SWORN TO AND SUBSCRIBED BEFORE ME by Shawn Ziegler, Chief Financial Officer of Cash Construction Company, Inc., on this 30th day of September, 2019.

Notary Public Signature



[Signature]

CITY OF HUTTO, TEXAS

RESOLUTION NO. R

**A RESOLUTION APPROVING THE STREET, SIDEWALK
AND DRAINAGE IMPROVEMENTS OF HUTTO SQUARE
SECTION 5B RESIDENTIAL SUBDIVISION.**

WHEREAS, the infrastructure improvements for the Hutto Square Section 5B residential subdivision have been constructed and are ready for acceptance; and

WHEREAS, a final inspection was conducted by the City's Construction Inspector and City Engineer of all sidewalk, ramps, streets and drainage improvements; and

WHEREAS, all items have been constructed according to engineering plans and City and State codes and standards; and

WHEREAS, CT Development, INC has submitted a letter of credit to cover the materials and workmanship for two years in accordance with City requirements,

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

The Hutto City Council hereby accepts the Street, Sidewalk and Drainage Improvements for the Hutto Square 5B Residential Subdivision.

CONSIDERED and RESOLVED on this the **20th** day of **February 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Interim City Secretary

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution for the acceptance of street, drainage, water and wastewater improvements for the Mager Meadows Phase 3 subdivision. (Samuel Ray)
Meeting: Regular City Council - 20 Feb 2020
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

This item is for the acceptance of street, drainage, water and wastewater improvements related to the Mager Meadows Phase 3 subdivision. Part of the Mager Meadows subdivision this subdivision is located north of Mager Lane, east of FM1660 south of Limmer Loop and west of Carol Drive. The subdivision consists of 3514 feet of new roadways, 103 single family lots, 2 open space lots and 2 greenlink lots. All infrastructure improvements have been inspected by city staff and been determined to be constructed in accordance with all applicable codes.

FINANCIAL IMPACT:

NA

POLICY IMPLICATIONS:

Aligns with the strategic goal of infrastructure and growth.

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Project Construction Summary and Engineers Concurrence](#)
[Mager Meadows Phase 3 TAS Inspection 18-202](#)
[Mager Meadows Phase 3 Pay App#8 Signed](#)
[Maintenance bond Draft](#)
[Resolution - Acceptance of Infrastructure Improvements for Mager Meadows Phase 3](#)

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Mager Meadows Phase 3

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Slade Harris

CONTRACTOR: Liberty Civil

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$908,394.95

SIDEWALK IMPROVEMENT COST: \$11,437.93

SIDEWALK RAMP IMPROVEMENT COST: \$22,825.92

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST N/A

DRAINAGE IMPROVEMENT COST: \$1,304,681.72

WATER IMPROVEMENT COST: \$277,983.70

WASTEWATER IMPROVEMENT COST: \$147,501.57

EROSION CONTROLS / RESTORATION COST: \$40,430.47

TOTAL IMPROVEMENT COST: \$2,713,256.26

PREPARED BY (DESIGN ENGINEER): Daniel Hart, P.E. Pape-Dawson Engineers

CHECKED BY (CID SUPERVISOR): _____

Construction Contract Summary
Mager Meadows-Phase 3 Street, Drainage, and Utility Improvements

Contractor Pay Application (12/23/2019)
Liberty Civil Construction, LLC

Prepared By: **1/21/2019**
Daniel Hart, PE
Pape-Dawson Engineers, Inc.
TBPE Firm Reg #470

	Original Contract			
	Amount	CO#1		Final
Streets	\$ 647,096.20	\$ -		\$ 647,096.20
Drainage	\$ 1,304,681.72	\$ 11,001.00		\$ 1,315,682.72
Water	\$ 277,983.70	\$ -		\$ 277,983.70
WW	\$ 147,501.57	\$ -		\$ 147,501.57
ESC	\$ 40,430.47	\$ -		\$ 40,430.47
*P&P Bonds	\$ -	\$ -		\$ -
*Lots (including exc/embk, and import)	\$ 295,562.60	\$ -		\$ 295,562.60
*Electric (including streetlights)	\$ -	\$ -		\$ -
Total	\$ 2,713,256.26	\$ 11,001.00		\$ 2,724,257.26
Total Net	\$ 2,417,693.66	\$ 11,001.00		\$ 2,388,264.19
Maint Bond (10%)				\$ 238,826.42

**Note: Temporary ESC Controls, Dry Utilities,
and Lot Grading are excluded from Construction
Summary total and Maintenance Bond amount.**

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVAT E	ETJ
Marimoor Dirve	100	208	2" / 9"	30	639.7	—	—
Quarton Drive	506	710	2" / 9"	30	709.5	—	—
Harlan Drive	100	129	2" / 9"	30	949.9	—	—
Rochester Lane	101	213	2" / 9"	30	987.4	—	—
Birmingham Court	1000	1003	2" / 9"	30	227.5	—	—

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
Rochester Drive	100	213	5	86	W	2
Rochester Drive	101	212	5	15	E	2
Birmingham Court	1003	203	5	124	N	1
Birmingham Court	1002	121	5	-	S	1
Harlan Drive	111	129	5	15	W	2
Harlan Drive	124	201	5	15	E	2
Quarton Drive	710	506	5	107	N	2
Quarton Drive	711	124	5	-	S	2
Marimoor Drive	101	205	5	-	N	1
Marimoor Drive	100	208	5	-	S	1

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)

2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED ₁	TYPE ₂	DESCRIPTION ₃	DECK		COST	PRIVATE	ETJ
				W (FT) ₄	L (FT) ₅			

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C – Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).

4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/trailings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE ¹	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) ²	DRAINAGE AREA (ACRES)	PRIVATE ³	ETJ	COST

- 1 – BD = Bio–Detention
 D = Detention Only
 DSF = Detention / Sedimentation / Filtration
 F = Filtration Only
 S = Sedimentation Only
 SF = Sedimentation / Filtration
 SFI = Sedimentation / Filtration / Infiltration
 SI = Sedimentation / Irrigation
 WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia - FT)	MATERIAL TYPE	QTY	SIZE (L - FT)	TYPE ₁
18	RCP	315	1	4	Precast	18	10	Curb
24	RCP	540				1	15	Curb
36	RCP	143						
42	RCP	1,353						
6' x 5' Box Culvert	RCP	667						
8' x 5' Box Culvert	RCP	784						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
2	4' x 4'	Precast	1	42"	Headwall
1	4' x 10' Drop	Precast	1	6' x 5'	Headwall
2	5' x 5'	Precast	1	8' x 5'	Headwall
1	7' x 7'	Precast	2	6' x 5'	Headwalls on 16' x 6' Junction Box
1	8' x 10'	Precast			
1	16' x 6'	Precast			

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
172/210	6	4/1	Concrete/Grass
517	15	2/1	Concrete

- 1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
- 2) Cast-in-Place, Precast
- 3) Pipe size / Culvert Size
- 4) Headwall, Wing Walls, Gabions

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
8"	Gate Valve	13	8"	PVC	3,632	5-1/4"	Kennedy Guardian	8
AIR RELEASE								
SIZE	TYPE	NO.						
8"	A.R.I. D-040-C Combination Air Valve	1						
			SERVICES INSTALLED					
			NO.	TYPE				
			17	SINGLE				
			43	DOUBLE				

REMARKS: Wet Connection (2)

CONSTRUCTION SUMMARY FOR WASTEWATER

[illegible]



ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: **Mager Meadows, Phase 3**
Street, Drainage, Water & Wastewater Improvements

Date: January 22, 2020

Owner's Name and Address

288 Development, Inc.
311 University Drive, Suite 101
Fort Worth, Texas 76107

Consultant Engineer's Name and Address

Pape-Dawson Engineers, Inc.
10801 N. Mopac Expwy., Building 3, Suite 200
Austin, Texas 78759

On January 16, 2020, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Hutto and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except minor items which were subsequently rectified. I, therefore, recommend acceptance of this project by the City of Hutto.




Signature

Michael S. Fisher, P.E.
Typed Name

87704
Texas Registration No.

H:\Projects\507196100\402 Construction Phase Services\Phase 3\Project Closeout\Mager Meadows_Phase 3_Engineers Concurrence Letter_200116.docx



EXHIBIT "A" – Registered

WR #: 3438072 Project Name: Mager Meadows Phase 3

**SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY AND City of HUTTO**

This Supplement ("Supplement") to the Agreement for Street Lighting Service dated 12/30/2003 ("Agreement"), is made and entered into this 22nd day of January, 2020, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company") and City of HUTTO, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

Request for Street Lighting Service dated January 22, 2020, attached hereto.

2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY

City of HUTTO

Justin Jacks

Signature - Oncor Representative

Justin Jacks

Printed Name – Oncor Representative

NCM Manager

Title - Oncor Representative

01/28/20

Date Signed – Oncor Representative

Samuel Ray

Signature – Customer Representative

Samuel Ray

Printed Name – Customer Representative

Senior City Engineer

Title – Customer Representative

January 23rd, 2020

Date Signed – Customer Representative

****For CIAC purposes only pursuant to Section (4) above****

Signature – Customer's Agent

Printed Name – Customer's Agent

Title - Customer's Agent

Date Signed – Customer's Agent

88332.010002 DALLAS 49285v1



EXHIBIT "A" – Registered

WR #: 3417660 Project Name: Mager Meadows Phase 2

SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY AND City of Hutto

This Supplement ("Supplement") to the Agreement for Street Lighting Service dated 12/30/2003 ("Agreement"), is made and entered into this 17th day of December, 2017, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company") and City of Hutto ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

Request for Street Lighting Service dated December 17, 2017, attached hereto.

2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY

City of Hutto

Wilson Giraldo

Signature - Oncor Representative

Wilson Giraldo

Printed Name - Oncor Representative

New Construction Manager

Title - Oncor Representative

December 17, 2017

Date Signed - Oncor Representative

[Signature]

Signature - Customer Representative

Matthew A. Ruder

Printed Name - Customer Representative

Exec Director of Engineering & Public Works

Title - Customer Representative

12/17/18

Date Signed - Customer Representative

For CIAC purposes only pursuant to Section (4) above

Signature - Customer's Agent

Printed Name - Customer's Agent

Title - Customer's Agent

Date Signed - Customer's Agent

88332.010002 DALLAS 49285v1



EXHIBIT "B"
PROJECT NAME: Mager Meadows Phase 3
REQUEST FOR STREET LIGHTING SERVICE

WR #: 3438072

Actions: **A-Addition** **R-Removal** **RL-Relocation** **S-Service (Schedule D - Only)**

ESID Premise	Action	Order required from CR to Energize - Yes/No (For New ESID Only)	Qty	Wattage	Lamp Type	Rate Schedule**	Identifying Luminaires / Pole Type	Location (Address, etc.) (See Attached Sketch)
6001110	A		1	100	HPS	A	Cobra Head 25' Rnd, Steel, Embedded	(69) 3772473-2786644
6001110	A		1	100	HPS	A	Cobra Head 25' Rnd, Steel, Embedded	(70) 3772169-2786687
6001110	A		1	100	HPS	A	Cobra Head 25' Rnd, Steel, Embedded	(74) 3772071-2786316
6001110	A		1	100	HPS	A	Cobra Head 25' Rnd, Steel, Embedded	(75) 3772078-2786039
6001110	A		1	100	HPS	A	Cobra Head 25' Rnd, Steel, Embedded	(76) 3772035-2785730
6001110	A		1	100	HPS	A	Cobra Head 25' Rnd, Steel, Embedded	(78) 3772405-2785734
6001110	A		1	100	HPS	A	Cobra Head 25' Rnd, Steel, Embedded	(79) 3772413-2786097

Comments:

*Unmetered Facilities -- Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical);
CLOSED/REMOVE ONLY I (Incandescent); W (Wall pack Mercury Vapor);
Metered Facilities -- Non-Company-Owned; or Metered Facilities -- Company-Owned (closed to new installations)

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of .
2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number: 3438072

Date: 1/22/2020



EXHIBIT "B"
WR #: 3438072 PROJECT NAME: Mager Meadows Phase 3
REQUEST FOR STREET LIGHTING SERVICE

Actions: <i>A-Addition R-Removal RL-Relocation S-Service (Schedule D – Only)</i>								
ESID Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Qty	Wattage	Lamp Type	Rate Schedule**	Identifying Luminaries / Pole Type	Location (Address, etc.) (See Attached Sketch)
6001110	A		1	100	HPS	A	Cobra Head 25' Rnd, Steel, Embedded	(80) 3772412-2786416
Comments:								

*Unmetered Facilities -- Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical);
CLOSED/REMOVE ONLY I (Incandescent); W (Wall pack Mercury Vapor);
Metered Facilities -- Non-Company-Owned; or Metered Facilities -- Company-Owned (closed to new installations)

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of .
2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number: 3438072 Date: 1/22/2020



February 11, 2020

Derek Pampe
288 Development Inc.
311 University Dr. Ste. 101
Fort Worth, TX 76107

TDLR Project No: B9801151

PROJECT:

Mager Meadows Phase 3
CR 132/136
Hutto, TX 78634

INSPECTION COMPLETED – NO VIOLATIONS

Dear Derek:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Please reference the TABS number in all future correspondence pertaining to this project.

Sincerely,

A handwritten signature in black ink that reads 'Elaine Andersen'. The signature is fluid and cursive, with the first name 'Elaine' being more prominent than the last name 'Andersen'.

Elaine Andersen, RAS #1284

cc: Michael Fisher

Altura Solutions, L.P.
4214 Medical Parkway #201, Austin, TX 78756

(512) 410-7059
elaine@alturalp.com



Inspection Report

Article 9102, T.C.S.

Texas Accessibility Standards (TAS)

Inspection Date: February 10, 2020

TDLR Project No: B9801151

RAS: Elaine Andersen (License #1284)

Altura Project No: 18-202

PROJECT INFORMATION

Mager Meadows Phase 3

CR 132/136

Hutto, TX 78634

Description: 103 lot single family subdivision and related infrastructure.

Scope: The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102

OWNER INFORMATION

Derek Pampe

288 Development Inc.

311 University Dr. Ste. 101

Fort Worth, TX 76107

No violations of the TAS were found.

Inspection Report
Article 9102, T.C.S.
Texas Accessibility Standards (TAS)

TDLR Project No: B9801151
Altura Project No: 18-202

REPORT COMMENTS

1. The scope of this report is limited to an inspection for compliance with the 2012 Texas Accessibility Standards (TAS). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the TAS. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Contact Elaine Andersen at (512) 410-7059 or at elaine@alturalp.com with any questions or comments.

-END OF REPORT

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

288 DEVELOPMENT
311 UNIVERSITY DR., SUITE 101
FORT WORTH, TEXAS 76107

FROM CONTRACTOR:

LIBERTY CIVIL CONSTRUCTION, LLC
3555 HIGHWAY 29 WEST
GEORGETOWN, TX, 78628

CONTRACT FOR:

STREETS, DRAINAGE, AND UTILITY IMPROVEMENTS

PROJECT:

MAGER MEADOWS PHASE 3

VIA ENGINEER:

PAPE-DAWSON ENGINEERS, INC
7800 SHOAL CREEK BLVD, SUITE # 220-W
AUSTIN, TEXAS 78757

APPLICATION #:

PERIOD TO:

PROJECT #:

APPLICATION DATE:

CONTRACT DATE:

Distribution to:

Owner

Const. Mgr

Engineer

Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: LIBERTY CIVIL CONSTRUCTION, LLC

By:

[Signature]

Date: 12-23-19

State of:

TEXAS

County of:

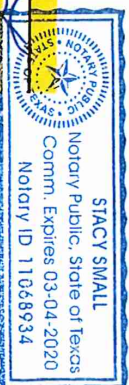
WILLIAMSON

Submitted and sworn to before me this 23 day of December, 2019

Notary Public:

Stacy Small

My Commission expires: 03/04/20



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer:

By:

[Signature]

Date: 12/23/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

1. ORIGINAL CONTRACT SUM	\$ 2,713,256.26
2. Net change by Change Orders	\$ 11,001.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 2,724,257.26
4. TOTAL COMPLETED & STORED TO DATE	\$ 2,704,421.87
5. RETAINAGE:	
a. 10.0% of Completed Work	\$ 270,442.19
b. 10.0% of Stored Material	\$ 0.00
Total Retainage (Line 5a + 5b or	
Total in Column 1 of Continuation Sheet)	\$ 270,442.19
6. TOTAL EARNED LESS RETAINAGE	\$ 2,433,979.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 4 less Line 5 Total)	
8. CURRENT PAYMENT DUE	\$ 2,252,705.52
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 181,274.16
(Line 3 less Line 6)	\$ 290,277.58
CHANGE ORDER SUMMARY	
Total changes approved in previous	\$11,001.00
Total approved this Month	
TOTALS	\$11,001.00 \$0.00
NET CHANGES by Change Order	\$11,001.00

CONTINUATION SHEET
ATTACHMENT TO PAY APPLICATION
PROJECT: 18-021

APPLICATION NUMBER: Eight (8)
APPLICATION DATE: 12/25/19
PERIOD TO: 31-Dec-19

Item No.	A	B Description of Work	UNIT	QTY	UNIT PRICE	C		D		E		F		G		H Balance To Finish (C - G)	I Rebate
						Scheduled Value		PREVIOUS	THIS PERIOD	COMPLETED TO DATE	PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)			
STREETS																	
1		CLEAR AND GRUB (ROW-ROW)	AC	4.8	\$667.42	\$3,203.62		4.80		4.80	3,203.62	0.00				0.00	320.36
2		CLEAR AND GRUB (LOTS)	AC	16.4	\$667.42	\$10,945.69		16.40		16.40	10,945.69	0.00				0.00	1,094.57
3		EXCAVATION / EMBANKMENT (ROW-ROW)	SY	23.397	\$1.95	\$43,284.45		23.397.00		23.397.00	43,284.45	0.00				0.00	4,328.45
3		LOT GRADING	LS	1	\$295,562.60	\$295,562.60		1.00		1.00	295,562.60	0.00				0.00	29,556.26
4		SUBGRADE PREPARATION (3' BOC)	SY	16.163	\$1.90	\$30,709.70		16.163.00		16.163.00	30,709.70	0.00				0.00	3,070.97
5		8" LIME STABILIZED SUBGRADE	SY	16.163	\$5.96	\$96,331.48		16.163.00		16.163.00	96,331.48	0.00				0.00	9,633.15
6		2" FLEXIBLE BASE (3' BOC)	SY	16.163	\$9.23	\$149,184.49		16.163.00		16.163.00	149,184.49	0.00				0.00	14,918.45
7		2" HWAC (LOG-LOG)	SY	12.178	\$11.30	\$137,611.40		0.00		12.178.00	137,611.40	0.00				0.00	13,761.14
8		6" STANDARD CURB & GUTTER	LF	7.125	\$15.06	\$107,302.50		7.125.00		7.125.00	107,302.50	0.00				0.00	10,730.25
9		5 FT CONCRETE SIDEWALK	LF	371	\$30.83	\$11,437.93		371.00		371.00	11,437.93	0.00				0.00	1,143.79
10		5 FT DECOMPOSED GRANITE TRAIL	LF	407	\$15.37	\$6,255.59		0.00		0.00	0.00	0.00				6,255.59	0.00
11		HANDICAP RAMPS	EA	16	\$1,426.62	\$22,825.92		16.00		16.00	22,825.92	0.00				0.00	2,282.59
12		STOP SIGNS W/STREET NAMES/STOP BARS	EA	4	\$522.82	\$2,091.28		0.00		4.00	0.00	2,091.28	0.00			0.00	209.13
13		STREET END BARRICADE	EA	1	\$834.28	\$834.28		0.00		1.00	0.00	834.28	0.00			0.00	83.43
14		REMOVE STREET END BARRICADE	EA	2	\$272.10	\$556.20		2.00		2.00	556.20	100%	0.00			0.00	55.62
15		TRAFFIC CONTROL	EA	1	\$5,561.86	\$5,561.86		1.00		1.00	5,561.86	100%	0.00			0.00	556.19
16		CONCRETE VALLEY GUTTER	EA	1	\$5,611.36	\$5,611.36		1.00		1.00	5,611.36	100%	0.00			0.00	561.14
17		ONSITE STOCK PILE EXCESS EXCAVATION/UTILITY SPOILS	LS	1	\$13,348.46	\$13,348.46		1.00		1.00	13,348.46	0.00				0.00	1,334.85
SUBTOTAL STREETS						\$942,658.80					\$735,986.25	\$140,536.96		\$936,403.21	\$65,640.32	\$93,640.32	
DRAINAGE IMPROVEMENTS																	
1		18" CLASS III RCP	LF	315	\$40.88	\$12,877.20		315.00		315.00	12,877.20	0.00				0.00	1,287.72
2		24" CLASS III RCP	LF	540	\$55.41	\$29,921.40		540.00		540.00	29,921.40	0.00				0.00	2,992.14
3		36" CLASS III RCP	LF	143	\$95.79	\$13,697.97		143.00		143.00	13,697.97	0.00				0.00	1,369.80
4		42" CLASS III RCP	LF	1,353	\$130.02	\$175,917.06		1,353.00		1,353.00	175,917.06	0.00				0.00	17,591.71
5		6X5' BOX CULVERT	LF	687	\$349.39	\$239,043.13		687.00		687.00	239,043.13	0.00				0.00	23,304.31
6		8X5' BOX CULVERT	LF	784	\$456.82	\$356,146.88		784.00		784.00	356,146.88	0.00				0.00	35,814.69
7		TRENCH SAFETY	LF	3,802	\$1.11	\$4,220.22		3,802.00		3,802.00	4,220.22	0.00				0.00	422.02
8		10" CITY STANDARD CURB INLET	EA	18	\$4,229.31	\$76,127.58		18.00		18.00	76,127.58	0.00				0.00	7,612.76
9		15" CITY STANDARD CURB INLET	EA	1	\$6,455.86	\$6,455.86		1.00		1.00	6,455.86	0.00				0.00	645.59
10		CONNECT TO EXISTING DRAINAGE LINE	EA	2	\$1,571.36	\$3,142.72		2.00		2.00	3,142.72	0.00				0.00	314.27
11		4" DIAMETER MANHOLE	EA	1	\$2,870.31	\$2,870.31		1.00		1.00	2,870.31	0.00				0.00	287.03
12		42" HEADWALL	EA	1	\$8,016.98	\$8,016.98		1.00		1.00	8,016.98	0.00				0.00	801.70
13		6X5' HEADWALL	EA	1	\$19,435.55	\$19,435.55		1.00		1.00	19,435.55	0.00				0.00	1,943.56
14		8X5' HEADWALL	EA	1	\$21,099.93	\$21,099.93		1.00		1.00	21,099.93	0.00				0.00	2,109.99
15		4' X 4' JUNCTION BOX	EA	2	\$3,195.93	\$6,391.86		2.00		2.00	6,391.86	0.00				0.00	663.92
16		4' X 10" DROP JUNCTION BOX	EA	1	\$20,485.16	\$20,485.16		1.00		1.00	20,485.16	0.00				0.00	2,048.52
17		5' X 5' JUNCTION BOX	EA	2	\$3,581.94	\$7,163.88		2.00		2.00	7,163.88	0.00				0.00	716.39
18		7' X 7' JUNCTION BOX	EA	1	\$6,131.18	\$6,131.18		1.00		1.00	6,131.18	0.00				0.00	613.12
19		8' X 10' JUNCTION BOX	EA	1	\$13,481.03	\$13,481.03		1.00		1.00	13,481.03	0.00				0.00	1,348.10
20		16' X 6' JUNCTION BOX (INCLUDING 2-6X5 HEADWALL)	EA	1	\$71,090.11	\$71,090.11		0.60		0.60	28,436.04	42,654.07	0.00			0.00	7,108.01
21		RAISE MH CASTINGS	EA	7	\$430.91	\$3,016.37		7.00		7.00	3,016.37	0.00				0.00	301.64
22		CLEAR AND GRUB-CHANNEL	AC	0.97	\$67.42	\$67.40		0.97		0.97	67.40	0.00				0.00	64.74
23		CHANNEL EXCAVATION	SY	4,680	\$12.63	\$59,108.40		4,680.00		4,680.00	59,108.40	0.00				0.00	5,910.84
24		CHANNEL REVEGETATION	SY	2,014	\$1.01	\$2,034.14		0.00		0.00	0.00	0.00				2,034.14	0.00
25		CONCRETE TRICKLE CHANNEL	LF	172	\$69.22	\$11,905.84		172.00		172.00	11,905.84	0.00				0.00	1,190.58
26		CHANNEL-CONCRETE BOTTOM/SIDE SLOPE	SY	2,288	\$60.23	\$137,806.24		2,288.00		2,288.00	137,806.24	0.00				0.00	13,780.62
SUBTOTAL DRAINAGE IMPROVEMENTS						\$1,304,681.72					\$1,259,993.51	\$42,654.07		\$1,302,647.58	\$2,034.14	\$130,264.76	
WATER IMPROVEMENTS:																	
1		8" CLASS 200 DR 14 PIPE	LF	3,632	\$30.48	\$110,703.36		3,632.00		3,632.00	110,703.36	0.00				0.00	11,070.34

CONTINUATION SHEET
ATTACHMENT TO PAY APPLICATION
PROJECT: 18-021

APPLICATION NUMBER: Eight (8)
APPLICATION DATE: 12/25/19
PERIOD TO: 31-Dec-19

A Item No.	B Description of Work	C UNIT	D QTY	E UNIT PRICE	F SCHEDULED VALUE	G PREVIOUS QUANTITY COMPLETED THIS PERIOD	H TO DATE	I PREVIOUS AMOUNT	J AMOUNT THIS PERIOD	K AMOUNT TO DATE	L % (G/C)	M Balance To Finish (C - G)	N Retainage
2	8" GATE VALVES	EA	13	\$1,584.46	\$20,597.98	13.00		20,597.98	0.00	20,597.98	100%	0.00	2,059.80
3	AIR RELEASE VALVES	EA	1	\$3,997.81	\$3,997.81	1.00		3,997.81	0.00	3,997.81	100%	0.00	399.78
4	RAISE VALVES	EA	14	\$385.85	\$5,401.90	14.00		5,401.90	0.00	5,401.90	100%	0.00	540.19
5	FIRE HYDRANTS W/ GATE VALVE, LEAD, 6"X8" TEE	EA	8	\$4,194.09	\$33,552.72	8.00		33,552.72	0.00	33,552.72	100%	0.00	3,355.27
6	WET CONNECTION	EA	2	\$2,727.48	\$5,454.96	2.00		5,454.96	0.00	5,454.96	100%	0.00	545.50
7	DUCTILE IRON FITTINGS	LS	1	\$11,529.21	\$11,529.21	1.00		11,529.21	0.00	11,529.21	100%	0.00	1,152.92
8	DOUBLE SERVICE LONG	EA	21	\$1,574.08	\$33,055.68	21.00		33,055.68	0.00	33,055.68	100%	0.00	3,305.57
9	DOUBLE SERVICE SHORT	EA	22	\$1,349.75	\$29,694.50	22.00		29,694.50	0.00	29,694.50	100%	0.00	2,969.45
10	SINGLE SERVICE LONG	EA	9	\$1,360.78	\$12,247.02	9.00		12,247.02	0.00	12,247.02	100%	0.00	1,224.70
11	SINGLE SERVICE SHORT	EA	8	\$1,214.33	\$9,714.64	8.00		9,714.64	0.00	9,714.64	100%	0.00	971.46
12	TRENCH SAFETY	LF	3,632	\$0.56	\$2,033.92	3,632.00		2,033.92	0.00	2,033.92	100%	0.00	203.39
	SUBTOTAL WATER IMPROVEMENTS				\$277,983.70			\$277,983.70	\$0.00	\$277,983.70		\$0.00	\$27,798.37
1	8" SDR-26 WASTEWATER LINE 0-4 DEEP	LF	58	\$26.46	\$1,534.68	58.00		1,534.68	0.00	1,534.68	100%	0.00	153.47
2	8" SDR-26 WASTEWATER LINE 8-10 DEEP	LF	816	\$29.07	\$23,721.12	816.00		23,721.12	0.00	23,721.12	100%	0.00	2,372.11
3	8" SDR-26 WASTEWATER LINE 10-12 DEEP	LF	232	\$34.43	\$7,991.76	232.00		7,991.76	0.00	7,991.76	100%	0.00	728.18
4	8" SDR-26 WASTEWATER LINE 12-14 DEEP	LF	103	\$34.17	\$3,519.51	103.00		3,519.51	0.00	3,519.51	100%	0.00	351.95
5	8" SDR-26 WASTEWATER LINE 14-16 DEEP	LF	91	\$36.28	\$3,301.48	91.00		3,301.48	0.00	3,301.48	100%	0.00	330.15
6	4" DIAMETER WW MANHOLES (0-8 DEEP)	EA	6	\$3,585.61	\$21,513.66	6.00		21,513.66	0.00	21,513.66	100%	0.00	2,151.37
7	EXTRA DEPTH MANHOLE	VF	8	\$330.56	\$2,644.48	8.00		2,644.48	0.00	2,644.48	100%	0.00	264.45
8	DOUBLE SERVICE LONG	EA	22	\$1,557.18	\$34,457.96	22.00		34,457.96	0.00	34,457.96	100%	0.00	3,445.80
9	DOUBLE SERVICE SHORT	EA	14	\$1,368.13	\$19,453.82	14.00		19,453.82	0.00	19,453.82	100%	0.00	1,943.38
10	SINGLE SERVICE LONG	EA	7	\$1,478.80	\$10,351.60	7.00		10,351.60	0.00	10,351.60	100%	0.00	1,035.16
11	SINGLE SERVICE SHORT	EA	3	\$1,195.65	\$3,586.95	3.00		3,586.95	0.00	3,586.95	100%	0.00	358.70
12	TRENCH SAFETY	LF	1,300	\$1.11	\$1,443.00	1,300.00		1,443.00	0.00	1,443.00	100%	0.00	144.30
13	TIE TO EXISTING WASTEWATER LINE OR MANHOLE	LS	3	\$4,233.85	\$12,701.55	3.00		12,701.55	0.00	12,701.55	100%	0.00	1,270.16
	SUBTOTAL WASTEWATER IMPROVEMENTS				\$147,501.57			\$147,501.57	\$0.00	\$147,501.57		\$0.00	\$14,750.16
	EROSION CONTROL												
1	STABILIZED CONSTRUCTION ENTRANCE W/18" CMP	EA	1	\$984.45	\$984.45	1.00		984.45	0.00	984.45	100%	0.00	98.45
2	SILT FENCE	LF	2,067	\$2.34	\$4,836.78	2,067.00		4,836.78	0.00	4,836.78	100%	0.00	483.68
3	ROCK BERM	LF	79	\$22.25	\$1,757.75	0.00		0.00	0.00	0.00	0%	1,757.75	0.00
4	ROCK RIP RAP	SY	296	\$61.57	\$18,224.72	0.00		0.00	18,224.72	18,224.72	100%	0.00	1,822.47
5	VEGETATION (ROW ONLY)	SY	9,691	\$1.01	\$9,787.91	0.00		0.00	0.00	0.00	0%	9,787.91	0.00
6	INLET PROTECTION	EA	19	\$83.43	\$1,585.17	19.00		1,585.17	0.00	1,585.17	100%	0.00	158.52
	SUBTOTAL EROSION CONTROL IMPROVEMENTS				\$3,253.69			\$3,253.69	\$0.00	\$3,253.69	100%	\$0.00	\$325.37
	CHANGE ORDER #1				\$40,430.47			\$10,660.09	\$18,224.72	\$28,884.81		\$11,545.66	\$2,888.48
	SURVEY	LS	1	\$500.00	\$500.00	1.00		500.00	0.00	500.00	100%	0.00	50.00
	3" TRICKLE CHANNEL	LF	167	\$53.00	\$8,851.00	167.00		8,851.00	0.00	8,851.00	100%	0.00	885.10
	EXCAVATE BACKFILL AND REVEG	LS	1	\$1,650.00	\$1,650.00	1.00		1,650.00	0.00	1,650.00	100%	0.00	165.00
	SUBTOTAL CHANGE ORDER #1				\$11,001.00			\$11,001.00	\$0.00	\$11,001.00		\$0.00	\$1,100.10
	GRAND TOTAL				\$2,724,257.26			\$2,503,006.13	\$201,415.75	\$2,704,421.87	99%	\$19,835.39	\$270,442.19

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Mager Meadows Phase 3

Job No. 19020

On receipt by the signer of this document of a check from 288 Development (maker of check) in the sum of \$ 181,274.16 payable to Liberty Civil Construction (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of 288 Development (owner) located at Hutto, Texas (location) to the following extent: subdivision improvements (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to 288 Development (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 12/23/19

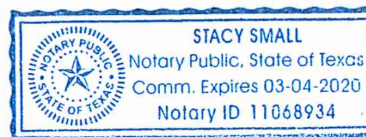
Liberty Civil Construction, LLC. (Company name)

By [Signature] (Signature)

President (Title)

SUBSCRIBED AND SWORN TO BEFORE ME this the 23 day of December, 2019.

[Signature]
NOTARY PUBLIC, in and for the State of Texas
My Commission Expires: March 4, 2020



MAINTENANCE BOND
BOND NUMBER 2275244

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF WILLIAMSON

§

THAT Liberty Civil Construction, LLC 3555 Highway 29 West, Georgetown, TX 78628 (name of contractor-owner, address), being the General Contractor who constructed the public improvements including but not limited to, streets, utilities, drainage, services, and facilities to serve the Property identified herein-below, as Principal (the "Principal"), and North American Specialty Insurance 1200 Main Street, Suite 800, Kansas City, MO 64105 (name of bonding company, address), a corporate surety/sureties organized under the laws of the State of Texas and fully licensed to transact business in the State of Texas, as Surety (the "Surety"), are held and firmly bound unto the City of Hutto, 401 West Front Street, Hutto, Texas 78634, a municipal corporation, (hereinafter referred to as "Obligee" or "City") in the penal sum of Two Hundred Thirty-eight Thousand Eight Hundred Twenty-six And 42/100 (typed amount) (\$ \$238,826.42) DOLLARS (10% of the contract price of all public improvements, or in such amount as approved by the City Engineer) for the payment of which are well and truly to be made in lawful money of the United States to Owner, we the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that:

WHEREAS, the Principal entered into a certain written contract with City (the "Contract") in which the said Principal agrees to complete all of the improvements, dated the 8th day of May, 2019, which is made a part hereof by reference, for Mager Meadows - Phase 3 (name of development), the improvements of which being generally described as follows: Street and Drainage Improvements and Water and Wastewater Improvements (the "Improvements").

NOW, THEREFORE, if Principal will maintain and keep in good repair the work herein contracted to be done for a period of two (2) years from the date of final acceptance by the City of Hutto and do and perform all the necessary work and repair any defective condition, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work, or labor performed by Principal, then this obligation shall be void, otherwise it shall remain in full force and effect; and in case Principal shall fail to do so, it is agreed that the City may do such work and supply such materials and charge the same against the Principal and Surety on this obligation.

PROVIDED, however, that the said Principal hereby agrees to indemnify and save harmless the City of Hutto against any claim or liability for personal injury, loss, or property damage occasioned directly by the failure of said materials or workmanship of the Improvements. It is

MAINTENANCE BOND
BOND NUMBER 2275244

understood, however, that this Bond shall not include loss or damage by failure or workmanship or materials due to hurricane, cyclone, tornado, earthquake, volcanic eruption or any similar disturbance of nature, nor military, naval or usurped power, insurrection, riot or civil commotion, nor any act of God.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Williamson County, Texas.

PROVIDED, further, that nothing contained in this Maintenance Bond and/or the City's acceptance of this Maintenance Bond from Principal shall waive or be deemed or interpreted to waive any claims or cause of action that City may now have or which may hereafter accrue arising out of or related to the Improvements.

PROVIDED, further, it is understood and agreed that the Surety does hereby relieve the City of Hutto or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Principal in terms of the Contract, and the Surety hereby waives any notice to it of any default, or delay by the Principal in performance regarding the Contract, and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Principal in all matters pertaining to the Contract.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work performed thereunder, or any breach of the Principal of the Contract or any duty of any kind or nature owed to Surety shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract regarding the Improvements or to the work performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in Williamson County, Texas to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 11th day of February, 2020, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to the authority of its governing body.

ATTEST:

PRINCIPAL:

Liberty Civil Construction, LLC
Company Name

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

(Signatures Continued on Next Page)

Page 2 of 3

MAINTENANCE BOND
BOND NUMBER 2275244

Title
3555 Highway 29 West
Address
Georgetown, TX 78628
City State Zip
(512) 986-7649
Phone Fax

ATTEST:

By: _____
Signature

Typed/Printed Name
Lisa Ortiz
Title
Witness
Address 10101 Reunion Place, Suite 100
San Antonio, TX 78216
City State Zip
210.697.2230
Phone Fax

Title
3555 Highway 29 West
Address
Georgetown, TX 78628
City State Zip
(512) 986-7649
Phone Fax

SURETY:
By: Betty J. Reeh
Signature

Typed/Printed Name
Betty J. Reeh
Title
Attorney-in-Fact
Address 1200 Main Street, Suite 800
Kansas City, MO 64105
City State Zip
(913) 676-5200
Phone Fax

The Resident Agent of the Surety in Williamson County, Texas, for delivery of notice and service of the process is:

NAME: Acquisure, LLC dba IBTX - Betty J. Reeh
STREET ADDRESS: 10101 Reunion Place, Suite 100
CITY, STATE, ZIP: San Antonio, TX 78216

Note: If Resident Agent is not a corporation, give a **person's** name.

Note: Bonding Company should attach a State of Texas Claim Notice Endorsement, which states "in accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond should be sent to (full name, address, phone number, fax of the bonding company).

Note: Date on **Page 1** of Maintenance Bond must be **the same date that City Counsel awarded Contract.** Date on **Page 2** of Maintenance Bond must be **after date of Contract.**

END OF DOCUMENT

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

GARY W. WHEATLEY, BETTY J. REEH
CLARK D. FRESHER AND BRYAN K. MOORE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of January, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of January, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of Feb, 2020.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address:

**1450 American Lane, Suite 1100
Schaumburg, IL 60173**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al:

**1450 American Lane, Suite 1100
Schaumburg, IL 60173**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CITY OF HUTTO, TEXAS

RESOLUTION NO. R

**A RESOLUTION APPROVING THE STREET, SIDEWALK,
DRAINAGE, WATER AND WASTEWATER
IMPROVEMENTS OF MAGER MEADOWS PHASE 3
RESIDENTIAL SUBDIVISION.**

WHEREAS, the infrastructure improvements for the Mager Meadows Phase 3 residential subdivision have been constructed and are ready for acceptance; and

WHEREAS, a final inspection was conducted by the City's Construction Inspector and City Engineer of all sidewalk, ramps, streets and drainage improvements; and

WHEREAS, all items have been constructed according to engineering plans and City and State codes and standards; and

WHEREAS, Liberty Civil Construction, LLC has provided a Maintenance Bond to cover the materials and workmanship for two years in accordance with City requirements,

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

The Hutto City Council hereby accepts the Street, Sidewalk, Drainage, Water and Wastewater Improvements for the Mager Meadows Phase 3 Residential Subdivision.

CONSIDERED and RESOLVED on this the **20th** day of **February 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Interim City Secretary

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action on a resolution authorizing the City Manager to execute a termination of Multiple Use Agreement with the Texas Department of Transportation (TXDOT). (Samuel Ray)
Meeting: Regular City Council - 20 Feb 2020
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

The Texas Department of Transportation has determined that Multiple Use Agreements are no longer necessary for the maintenance of sidewalk within state right of way as that maintenance is covered under existing Municipal Maintenance Agreements.

FINANCIAL IMPACT:

NA

POLICY IMPLICATIONS:

Infrastructure and Growth

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Termination of Multiple Use Agreement \(TXDOT\) form 2528](#)
[1999-9-20-Texas Department of Transportation \(TxDOT\) - Municipal Maintenance Agreement for state highways in the city limits](#)
[Resolution - Termination of TXDOT Multiple Use Agreement for FM 1660](#)



November 5, 2019

City of Hutto
401 W. Front Street
Hutto, Texas 78634

Termination of Multiple Use Agreement
Travis County
FM 1660
Sidewalk

Recent guidance from TxDOT Legal Department determined Multiple Use Agreements are no longer required for sidewalks as they are covered under existing Municipal Maintenance Agreements which regulate public sidewalks on State ROW.

To streamline the duplicate coverage, the State is terminating the current MUA in place. Please find attached Form 2528 Termination of Multiple Use Agreements. Please have it signed and return to us. Once we receive and process, a copy will be returned to you.

To complete the process, the City will need to include a Resolution for the Terminations. If you have multiple locations for sidewalks, you can include them all in the same resolution. Form 2528 will need to be completed for each location, however.

If you have any questions or concerns you can contact me at 512 832-7261 or by email at mlynn.mckeethan@txdot.gov.

Sincerely,

M'Lynn McKeethan
Contract Specialist

Attachment

Cc: Bobby Ranthum

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY

Page 2 of 56 PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

**TERMINATION OF THE
MULTIPLE USE AGREEMENT**

BETWEEN THE STATE AND the City of Hutto
FOR THE _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement terminates the previously executed Multiple Use Agreement for construction, maintenance, and operation of _____ public sidewalk on the Texas Department of Transportation right-of-way, in Williamson County County, originally dated the 23rd day of May, 2013, by and between the Texas Department of Transportation, hereinafter referred to as "State" and the City of Hutto, hereinafter referred to as _____ the City _____.

WITNESSETH

WHEREAS, _____ the City _____ has requested the State to discontinue their responsibilities for the continued maintenance and operation, of _____ the public sidewalk _____, located within State right-of-way on _____ FM 1660 _____, Control 1566-2 Section _____ in _____ City and/or County _____, and being more particularly described in the exhibits attached hereto and made a part hereof; and

WHEREAS, the governing body of the _____ the City _____ has indicated by Resolution/Ordinance No. R-13-05-23-12A2, on the _____ day of _____, 20____ to dissolve their partnership with the State evidenced by the execution of the this Agreement with the State; and

WHEREAS, the _____ City _____ will undertake to restore the area to a condition acceptable to the State prior to the execution of this agreement.

- A. Exhibit A - site map;
- B. Copy of Original Multiple Use Agreement
- C. Copy of Resolution/Ordinance

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the _____ on the _____ day of _____, 20____, and the State on the _____ day of _____, 20____.

(Name of other party)

By: _____
Signature

Printed Name

Title

Contact Name

Contact Telephone No.

STATE OF TEXAS

Certified as being executed for the purpose of activating and/or carrying out the orders, established policies, or work programs heretofore approved by the Texas Transportation Commission.

By: _____
Director, Maintenance Division Signature

Director, Maintenance Division Printed Name

APPROVAL RECOMMENDED:

By: _____
District Engineer Signature

Tucker Ferguson, P.E.
District Engineer Printed Name

Date

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and the City of Hutto _____, hereinafter called the "City" _____, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 23rd day of May, 20 13, the governing body for the _____ City _____, entered into Resolution/Ordinance No. R-13-05-23-12A2 hereinafter identified by reference, authorizing the _____ City _____'s participation in this agreement with the State; and

WHEREAS, the _____ City _____ has requested the State to permit the construction, maintenance and operation of a public _____ sidewalk _____ on the highway right of way, (ROADWAY FM 1660 CONTROL SECTION NO. 1566-2). (General description of area) from the intersection of Evans Street south to the intersection of County Road 137 (Jakes Hill Road) shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the _____ City _____ will enter into agreements with the State for the purpose of determining the respective responsibilities of the _____ City _____ and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

R-13-05-23-12A2

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The City _____ will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the City _____ shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City _____ and found not to comply with ADA or TAS shall be corrected at the entire expense of the _____ City _____.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1¹/₂ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the City _____. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The _____ City _____ shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The _____ City _____ shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City _____'s records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the _____ City _____. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the _____ City _____ shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the _____ City _____ to pay or disburse any sum of money hereunder.

13. HOLD HARMLESS

The _____ City _____ shall indemnify and save harmless the State and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party. The _____ City _____ shall also indemnify and save harmless the State from any and all expense, including but not limited to attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the _____ City _____, its agents, or employees authorized under this agreement. The _____ City _____ further agrees to indemnify and save harmless the State from and against all claims, demands, and causes of action of every kind and character brought by any employee of the party against the State due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the part of the _____ City _____. The indemnification of the State shall extend for a period of three (3) years beyond the date of termination of this agreement.

14. INSURANCE

The _____ City _____, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the _____ City _____'s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

15. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

16. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The _____ City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

17. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

18. CIVIL RIGHTS ASSURANCES

The _____ City _____, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the _____ City _____ shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

19. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

20. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

21. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City _____ must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the _____ City _____ if that service is authorized by this agreement.

22. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

23. COMPLIANCE OF THE LAW

The _____ City _____ shall comply with all federal, state, and local law, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

24. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)
Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483
Page 11 of 56

(Name of other party)
(Mailing Address)
City of Hutto
401 W. Front Street
Hutto, Texas 78634

25. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

City _____ on the 8th day of August, 2013, and the
State on the 20th day of September, 2013.

STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

City of Hutto
(Name of other party)
By: Debbie Holland
Signature

Debbie Holland
Printed Name

Mayor
Title

City of Hutto
Agency

512-759-4030
Contact Office and Telephone No.

By: Carolee Tull, P.E.
Director, Maintenance Division

for F. Howard Holland, P.E.
Printed Name

9/20/13
Date

APPROVAL RECOMMENDED:

Greg A. Malatek
District Engineer

Greg A. Malatek, P.E.
Printed Name

8/20/13
Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT E

**SUPPORTING
RESOLUTION or ORDINANCE**

RESOLUTION NO. R-13-05-23-12A2

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR MAINTENANCE OF THE FM 1660 SIDEWALK PROJECT LOCATED WITHIN TXDOT RIGHT OF WAY.

WHEREAS, it is the intent of the City of Hutto to enter into and abide by the conditions of the Multiple Use Agreement, and;

WHEREAS, the City of Hutto will maintain all aspects of the project including sidewalks, bike paths, signage, drainage features, and all appurtenances constructed as part of the project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby approves the resolution authorizing the Mayor to execute a Multiple Use Agreement with the Texas Department of Transportation (TxDOT) shown as Exhibit "A" for maintenance of the FM 1660 Sidewalk Project located within TxDOT right of way.

RESOLVED on this the 23rd day of the month of May, 2013.

THE CITY OF HUTTO, TEXAS


Debbie Holland, Mayor

ATTEST:


Christine Martinez, City Secretary

EXHIBIT A

General Layout and Location

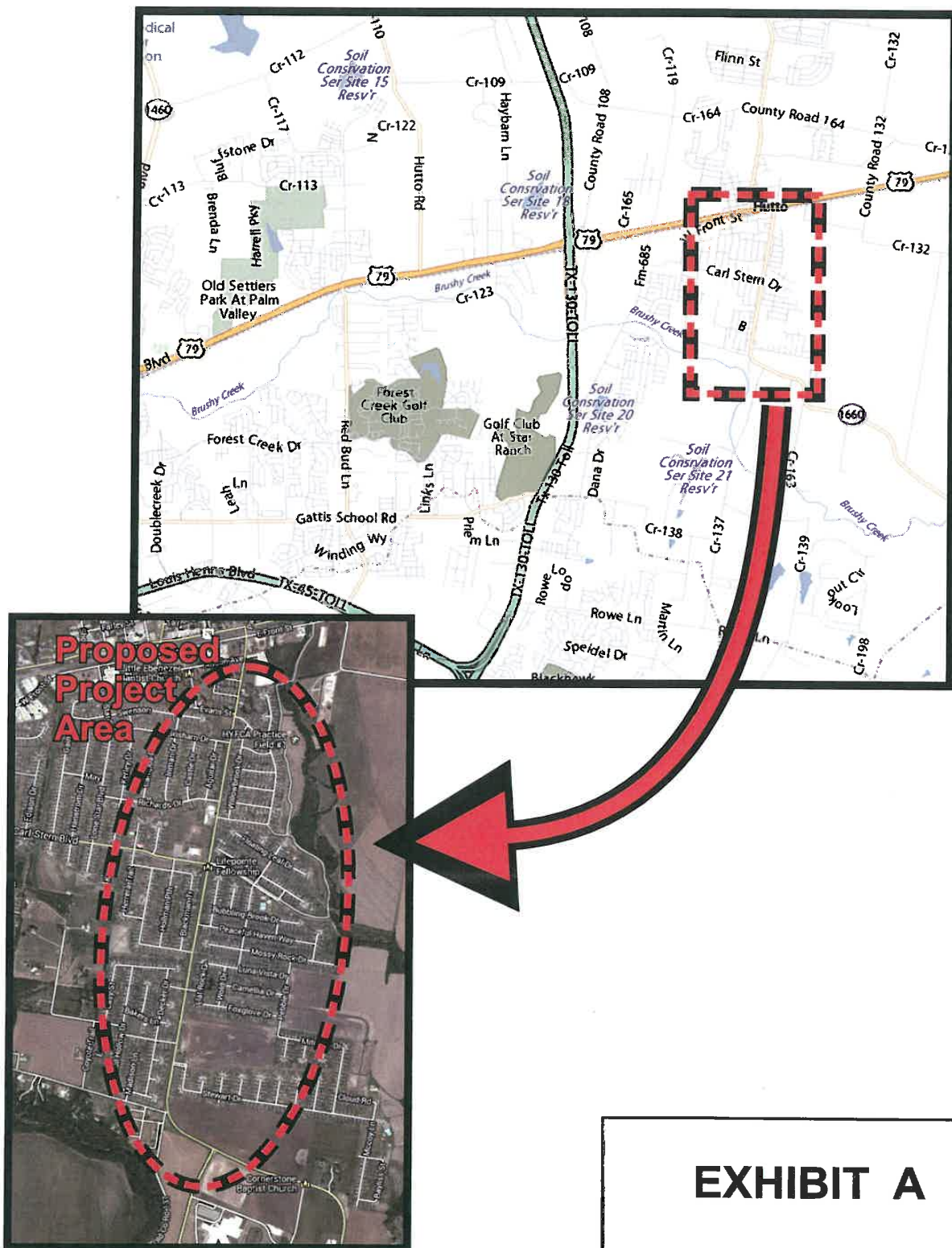
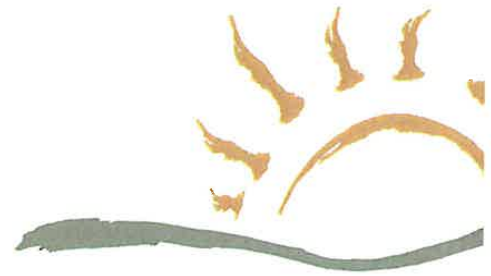


EXHIBIT A LOCATION MAP

EXHIBIT B
Proposed Construction Plans
(Metes and Bounds Description)

City of Houston FM 1660 SIDEWALK



City of

City Council

Mayor

Debbie Holland

Mayor Pro-Tem

Ronnie Quintanilla-Perez

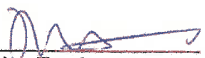
City Council Members

Anne Cano Place 1
Paul Prince Place 2
Ronnie Quintanilla-Perez . . Place 3
Michael J. Smith Place 4
Melanie Rios Place 5
Max Yeste Place 6

City Manager

David Mitchell

Approved by the City Council
this 9th day


City Engineer

EROSION / SEDIMENTATION AND TREE PROTECTION NOTES

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF PROJECT AND GRASS RESTORATION.
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN AND WATER POLLUTION ABATEMENT PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
3. ALL DISTURBED AREAS TO BE RESTORED AS NOTED IN THE WATER POLLUTION ABATEMENT PLAN.
4. ALL PLANTING SHALL BE DONE BETWEEN MAY 1 AND SEPTEMBER 15 EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING. IF PLANTING IS AUTHORIZED TO BE DONE OUTSIDE THE DATES SPECIFIED, THE SEED SHALL BE PLANTED WITH THE ADDITION OF WINTER FESCUE (KENTUCKY 31) AT A RATE OF 100 lbs/ACRE. GRASS SHALL BE COMMON BERMUDA GRASS, HULLED, MINIMUM 82% PURE LIVE SEED. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE "A" RECENT CROP, RECLEANED AND TREATED WITH APPROPRIATE FUNGICIDE AT TIME OF MIXING. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH DEALER'S GUARANTEED ANALYSIS.
5. THE PLANTED AREA TO BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF FOUR (4) INCHES. THE IRRIGATION TO OCCUR AT 10-DAY INTERVALS DURING THE FIRST TWO MONTHS. RAINFALL OCCURRENCES OF 1/2 INCH OR GREATER TO POSTPONE THE WATERING SCHEDULE ONE WEEK.
6. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 95% COVERAGE PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
7. A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
8. THE CONTRACTOR TO HYDROMULCH OR SOD (AS SHOWN ON PLANS) ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION, EXCEPT WHERE CUTS ARE MADE IN SOLID ROCK.
9. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.
10. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS.
11. WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE FENCING.
12. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
13. ANY ROOT EXPOSED BY CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
14. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES").
15. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/4 INCH TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL SITE. THE CONTRACTOR TO CONDUCT PERIODIC INSPECTIONS OF ALL EROSION/SEDIMENTATION CONTROLS AND TO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
16. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT IMMEDIATELY ADJACENT TO A PROTECTED TREE, ERECT THE FENCE APPROXIMATELY TWO TO FOUR FEET (2'-4') BEHIND THE AREA IN QUESTION.
17. NO ABOVE AND/OR BELOW GROUND TEMPORARY FUEL STORAGE FACILITIES TO BE STORED ON THE PROJECT SITE.
18. IF EROSION AND SEDIMENTATION CONTROL SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER'S REPRESENTATIVE AND THE CONTRACTOR TO EXAMINE THE EXISTING EROSION AND SEDIMENTATION CONTROL SYSTEMS FOR DAMAGE PRIOR TO CONSTRUCTION. ANY DAMAGE TO PREEXISTING EROSION AND SEDIMENTATION CONTROLS NOTED TO BE REPAIRED AT OWNERS EXPENSE.
19. INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

NOT TO SCALE

OK

MUST BE PROPERLY GRADE
PREVENT RUNOFF FROM LE
THE CONSTRUCTION SITE

INSTALLATION:

CLEAR THE AREA
GRADE THE AREA
RUNOFF FROM THE
NOT BE ACCEPTED
PLACE GEOTEXTILE
PLACE ROCK AS
ROCK SIZE - 3

STABILIZI

FILE: P:\Hutuo2012\2012 - 1660 sidewalk\scd\PLAN\ST REVIEW\PLAN AND PROFILE\General Sheets.dwg LAST SAVED: 4/17/2013 5:27:12 PM LAYOUT: 9-03 ESC AND TREE PROTECTION

DESIGN
SET

NO. DATE REVISION BY

© 2013 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date:
4/18/2013 9:16:22 AM
Plotted By:
SILIFF

PROJECT NO. 2012-142

DRAWN BY ISI

DESIGNED BY Alvin R. Sutton III, P.E.

APPROVED BY

DATE 4/18/13



K

FILE: C:\temp\drawings\2012 - 1660 sidewalk\std\plans\1ST REVIEW\PLAN AND PROFILE\GENERAL\2012-142-OVERALL-MAP.dwg LAST SAVED: 4/18/2013 9:06:03 AM LAYOUT: G-04 OVERALL PROJECT MAP



DESIGN
SET

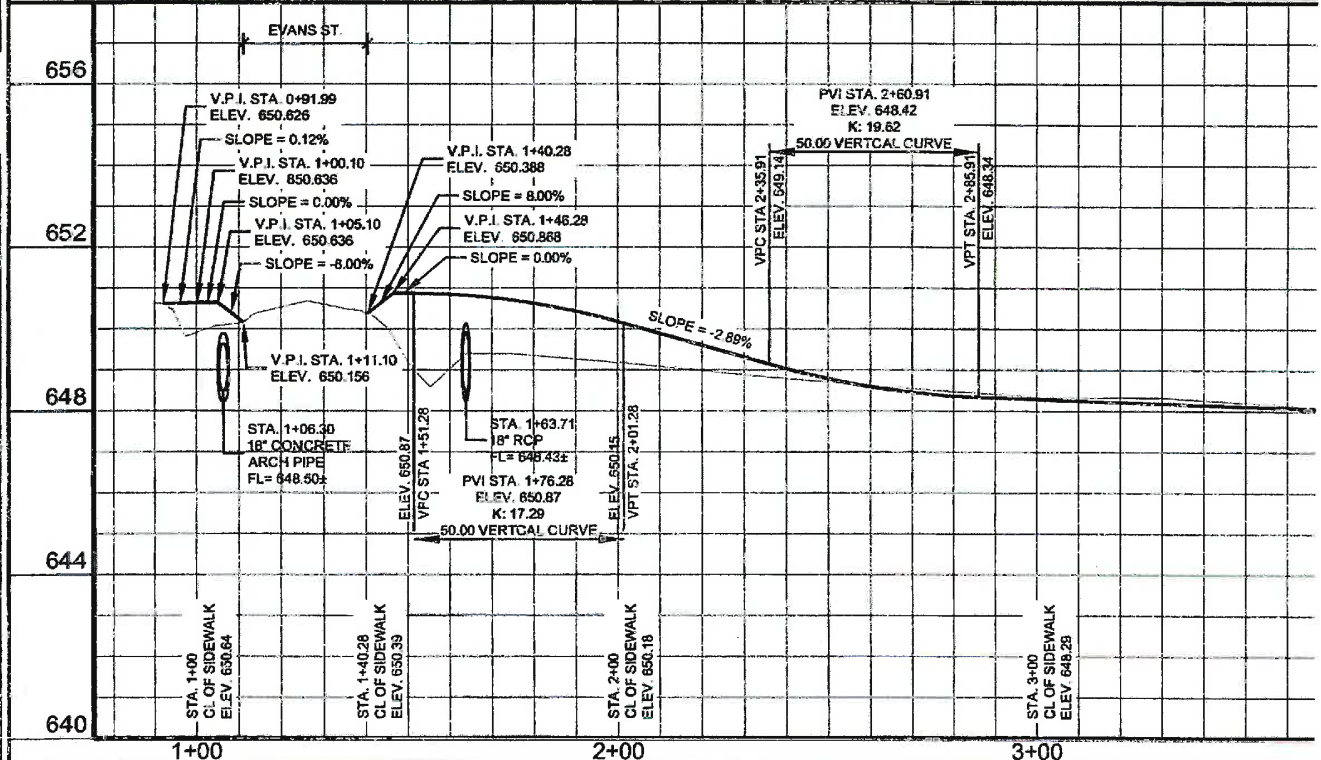
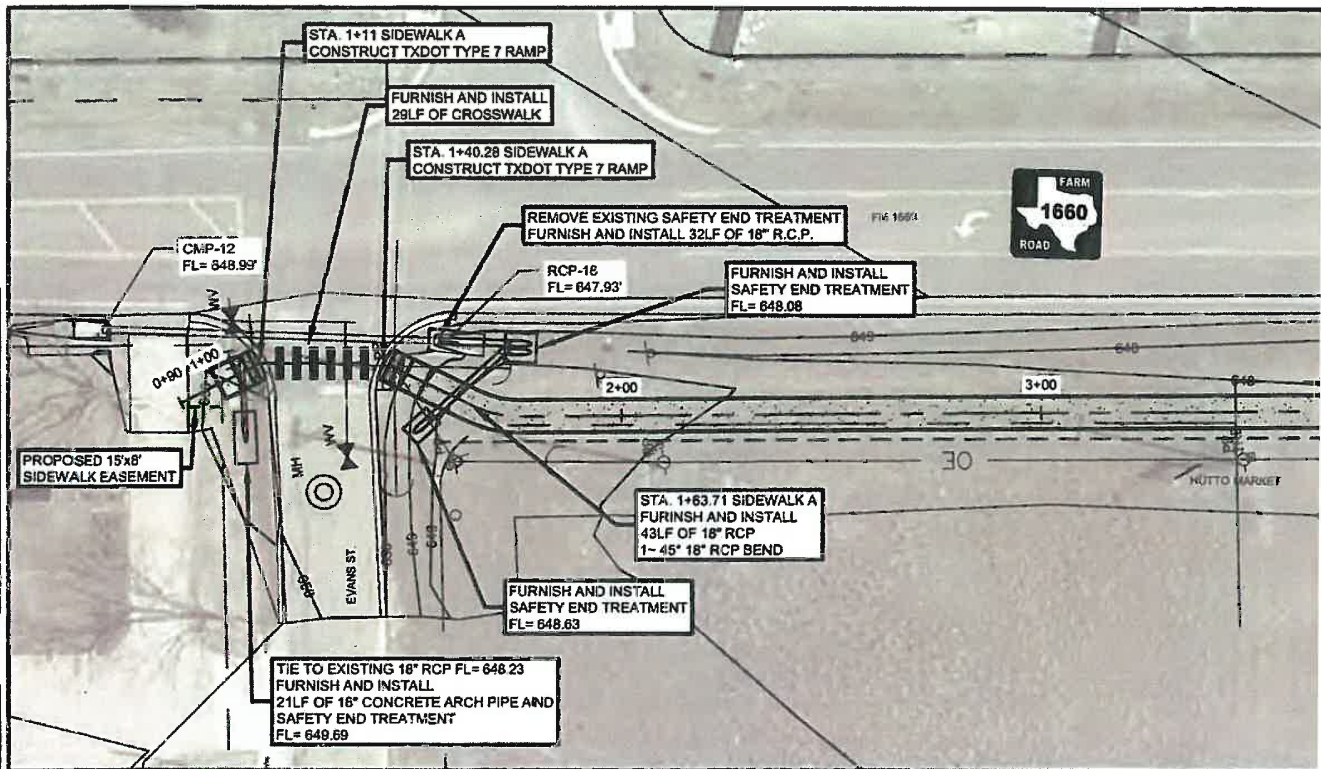
NO.	DATE	REVISION	BY
© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510			
Plot Date: 4/18/2013 9:16:57 AM Plotted By: SILIFF			

PROJECT NO.	2012-142
DRAWN BY	ISI
DESIGNED BY	Alvin R. Sutton II, P.E.
APPROVED BY	<i>[Signature]</i>
DATE	4/18/13

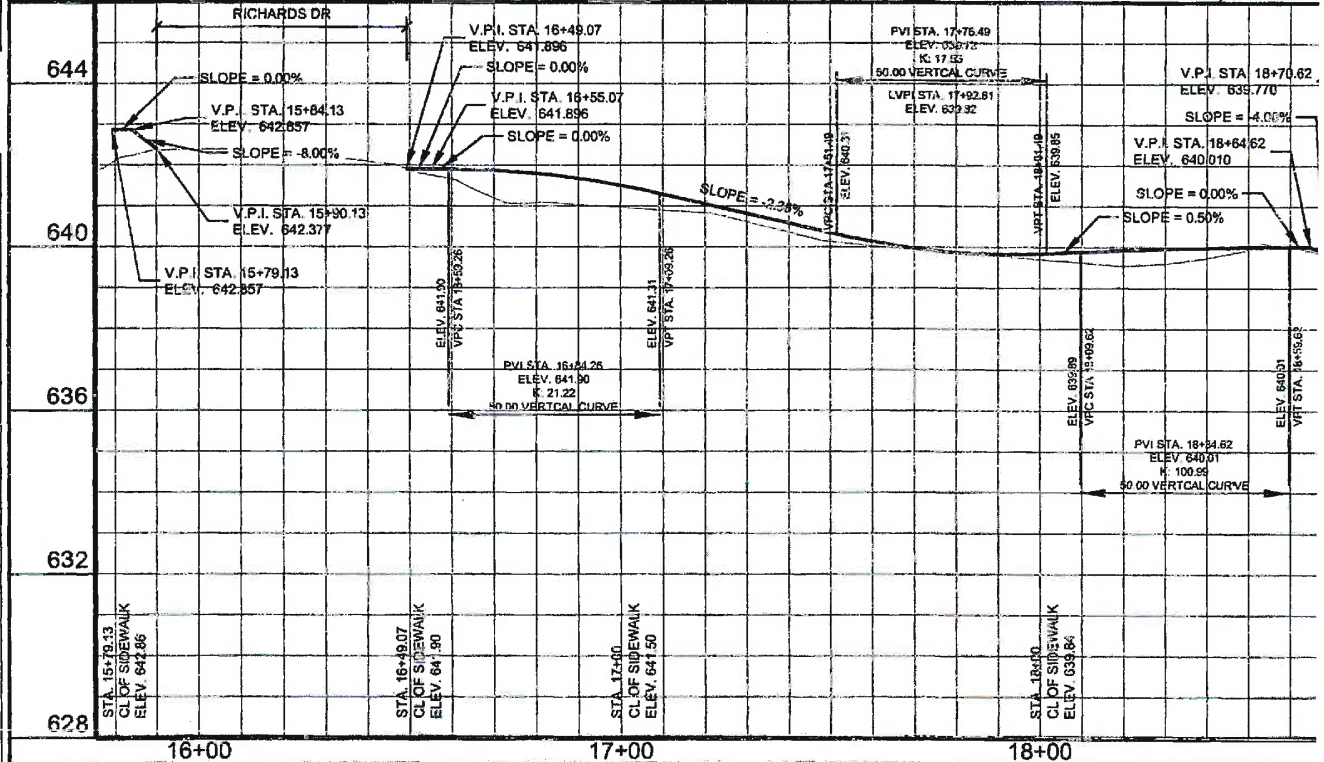


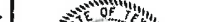
K

FILE: P:\hdb\2012\2012-1860_sidewalks\local\PLANS\UST REVIEW\PLAN AND PROFILE\TXDOT - VEG - TRAIL A.1.dwg LAST SAVED: 9/16/2013 4:26:20 PM LAYOUT: PP-01 SIDEWALK A STA. 1+00.00 TO STA. 6+47.66

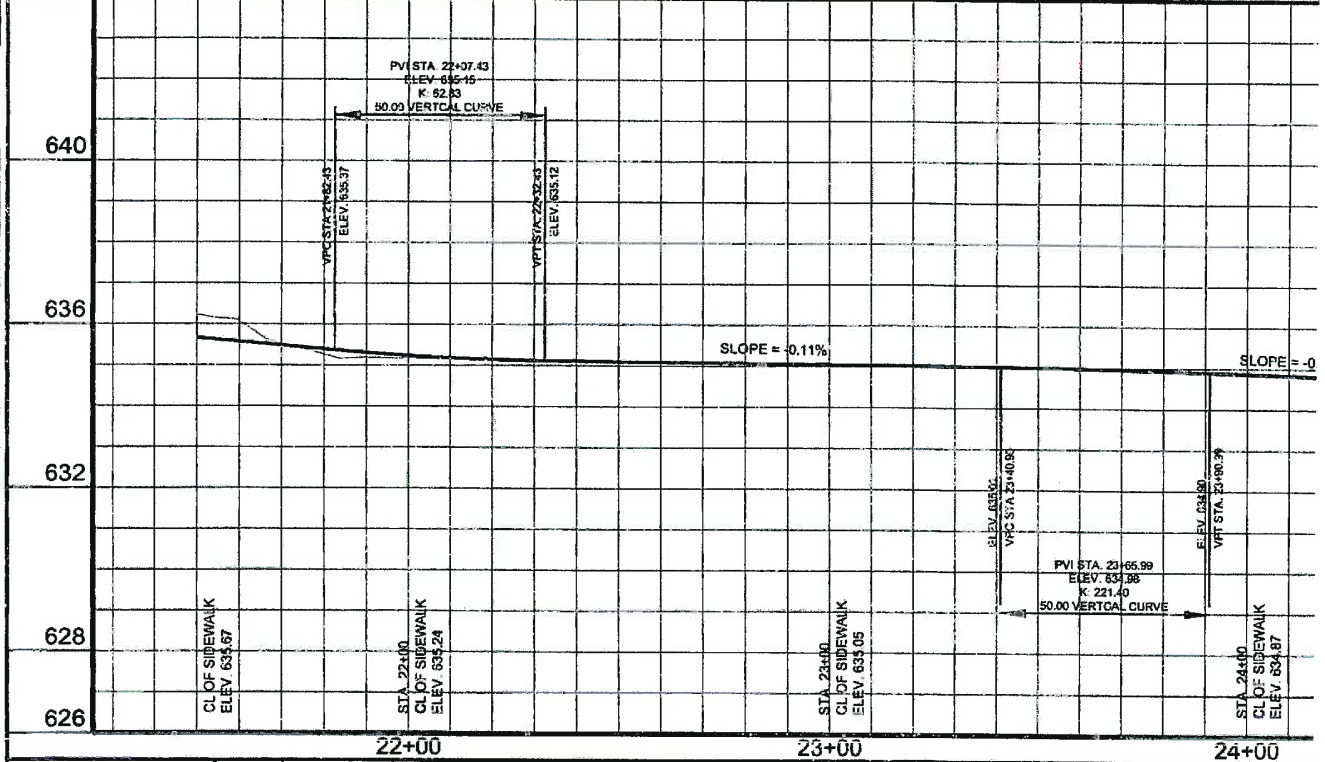
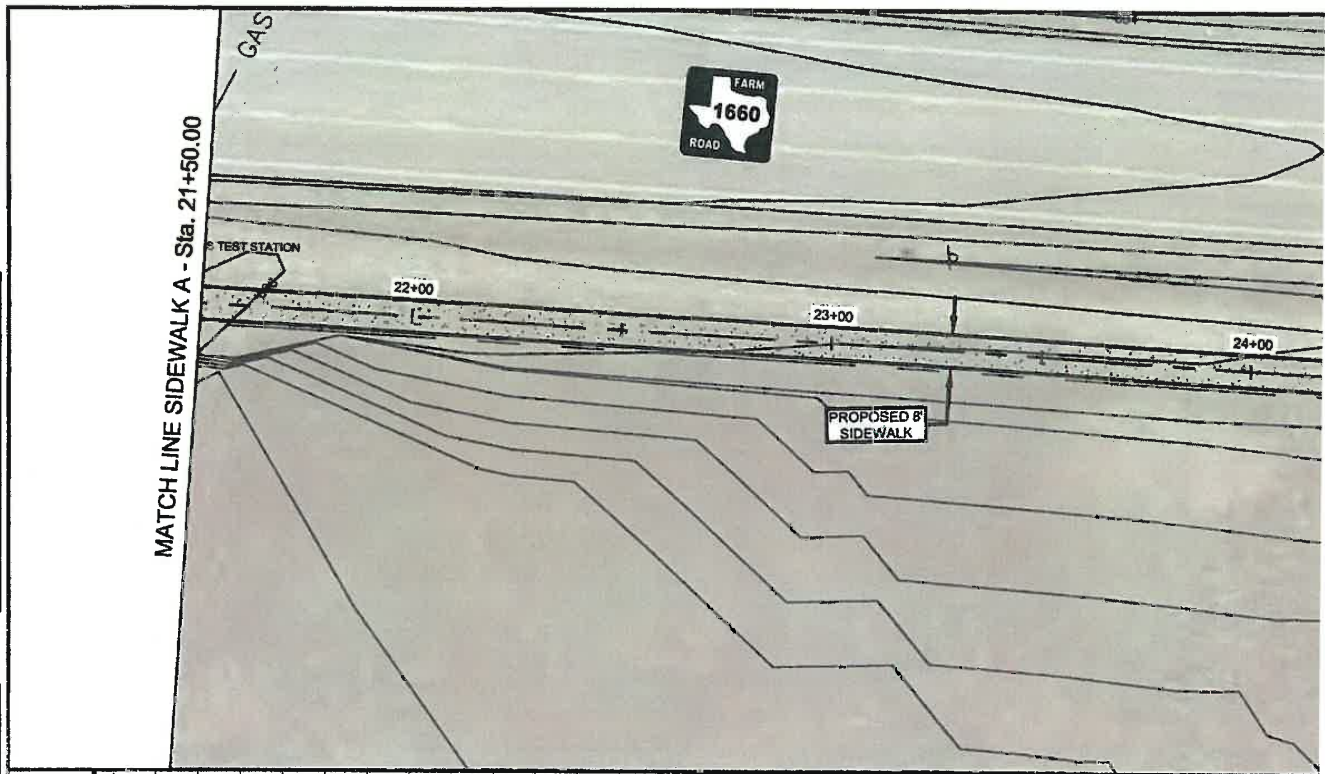


DESIGN SET	NO.	DATE	REVISION	BY	PROJECT NO. 2012-142	
	© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510				DRAWN BY ISI	
	Plot Date: 9/16/2013 5:00:08 PM Plotted By: SILIFF				DESIGNED BY Alvin R. Sutton III, P.E.	
	APPROVED BY				DATE 9/16/13	



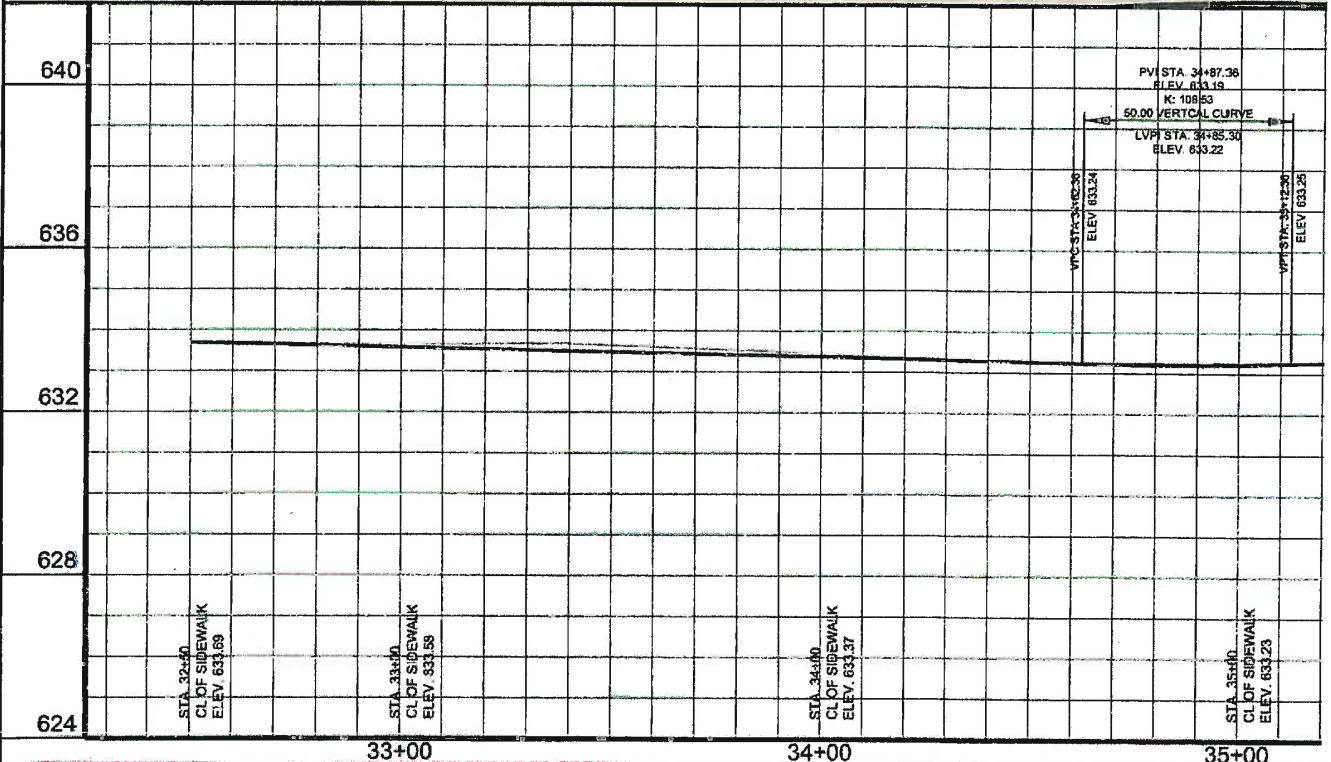
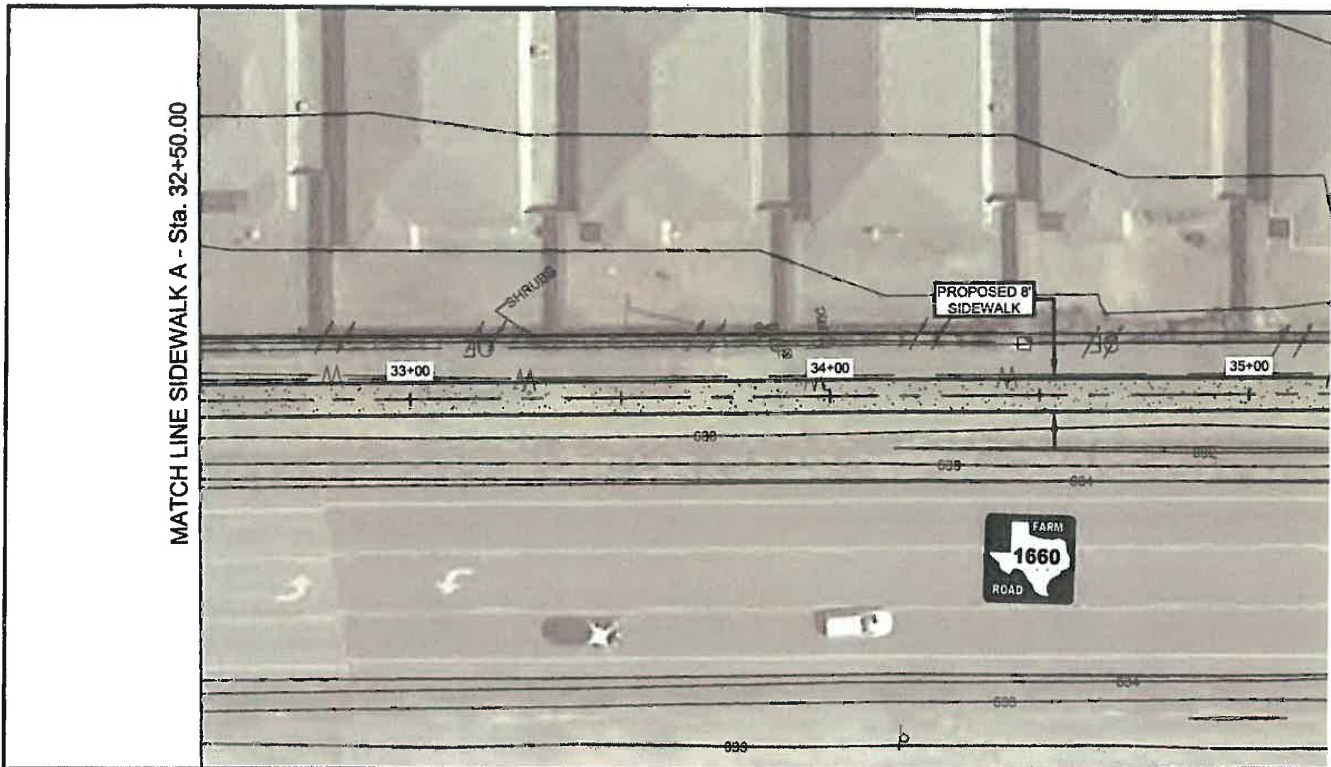
DESIGN SET					PROJECT NO. <u>2012-142</u>	
					DRAWN BY <u>ISI</u>	
					DESIGNED BY <u>Alvin R. Sutton III, P.E.</u>	
	NO.	DATE	REVISION	BY	APPROVED BY <u>[Signature]</u>	
	© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510			Plot Date: 9/16/2013 5:08:31 PM Plotted By: SILIFF	DATE <u>9/16/13</u>	

FILE: P:\Hutao\2012\2012_1650_sidewalk\road\PLANS\1ST REVIEW\PLAN AND PROFILE\DOT-VFG-TRAIL A2.dwg LAST SAVED: 9/16/2013 4:32:32 PM LAYOUT: PP-03 SIDEWALK A STA. 21+50.00 TO STA. 27+00.00



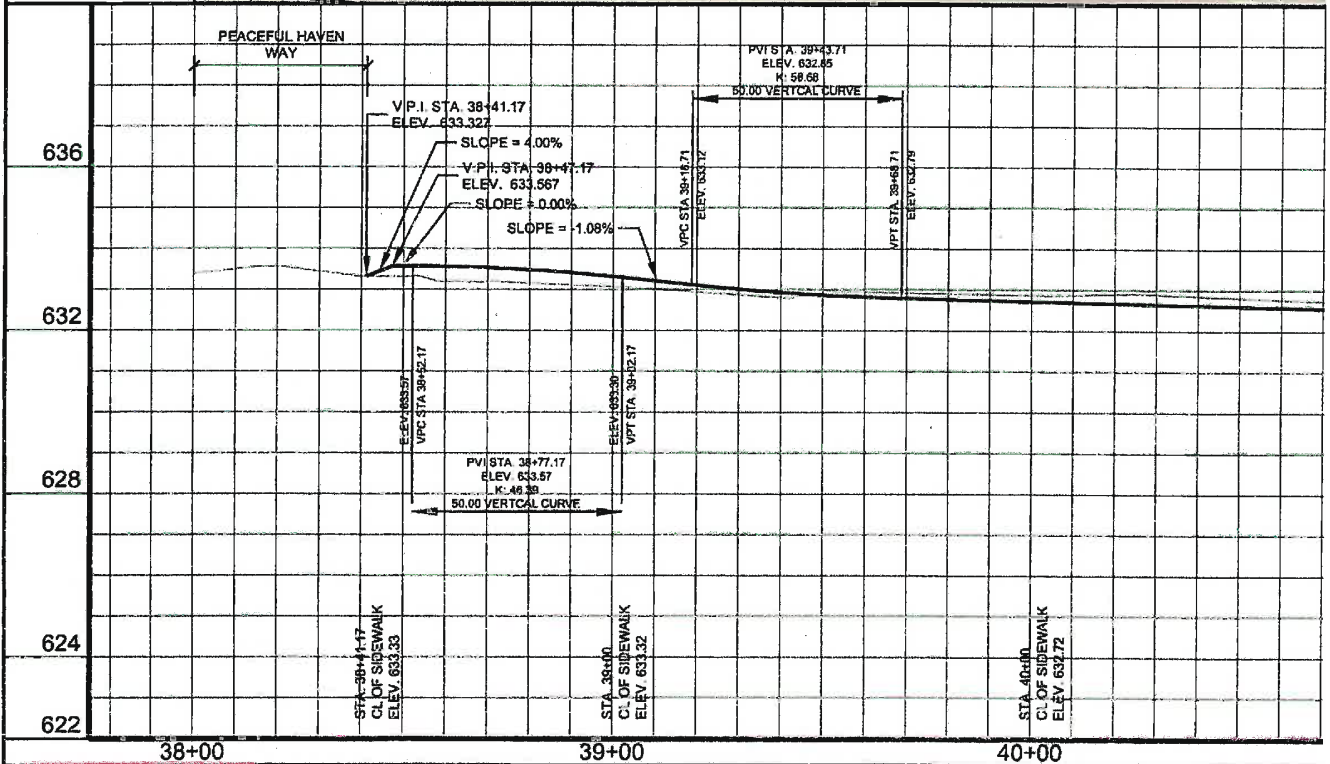
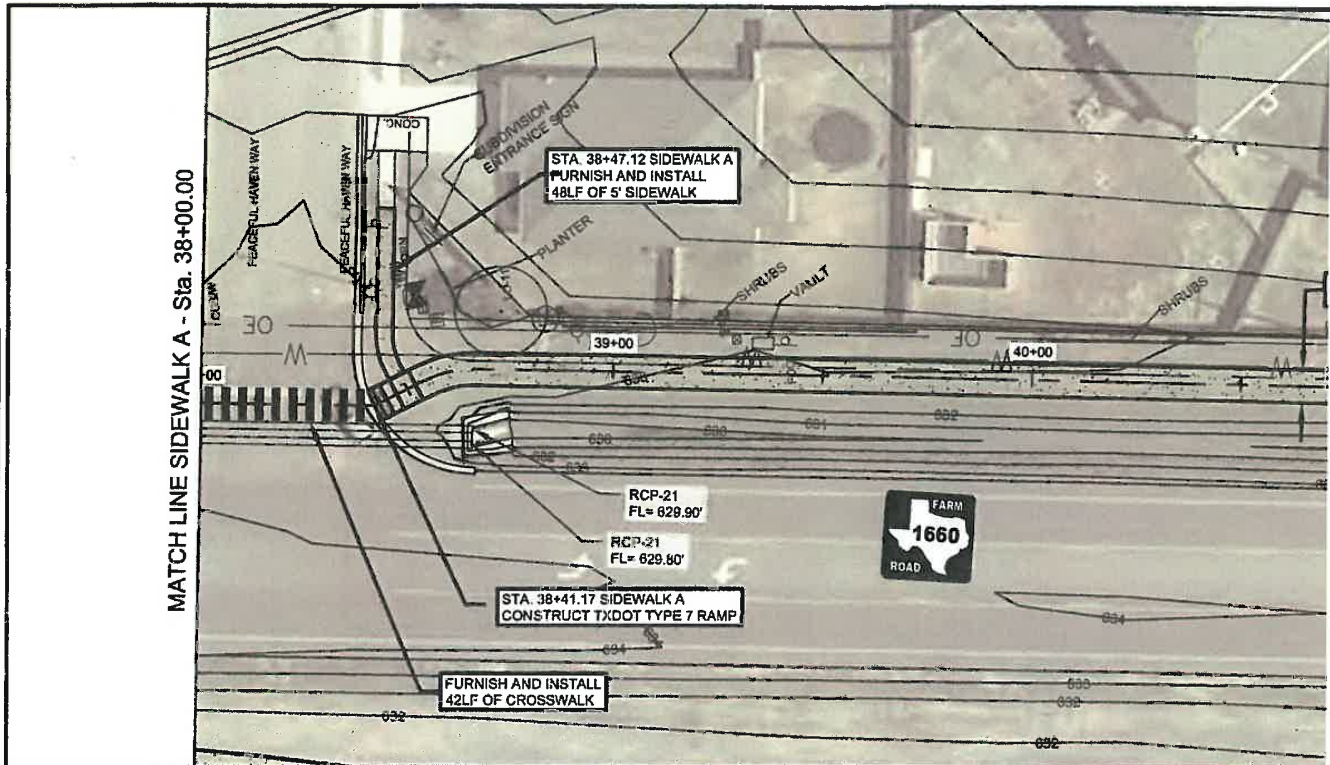
DESIGN SET					PROJECT NO. 2012-142	
					DRAWN BY ISI	
					DESIGNED BY Alvin R. Sutton III, P.E.	
					APPROVED BY <i>[Signature]</i>	
NO.		DATE		REVISION	BY	DATE 9/16/13
© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510						
Plot Date: 9/16/2013 5:09:36 PM Plotted By: SILIFF						

FILE: P:\Hudco\2012\2012 - 1660 sidewalks\cadd\PLANS\1ST REVIEW\PLAN AND PROFILE\F6 - TRAIL A 2.dwg LAST SAVED: 9/16/2013 9:00:45 AM LAYOUT: PP-05 SIDEWALK A STA. 32+50.00 TO STA. 38+00.00



DESIGN SET					PROJECT NO. 2012-142		
					DRAWN BY ISI		
					DESIGNED BY Alvin R. Sutton III, P.E.		
					APPROVED BY <i>[Signature]</i>		
				DATE 9/16/13			

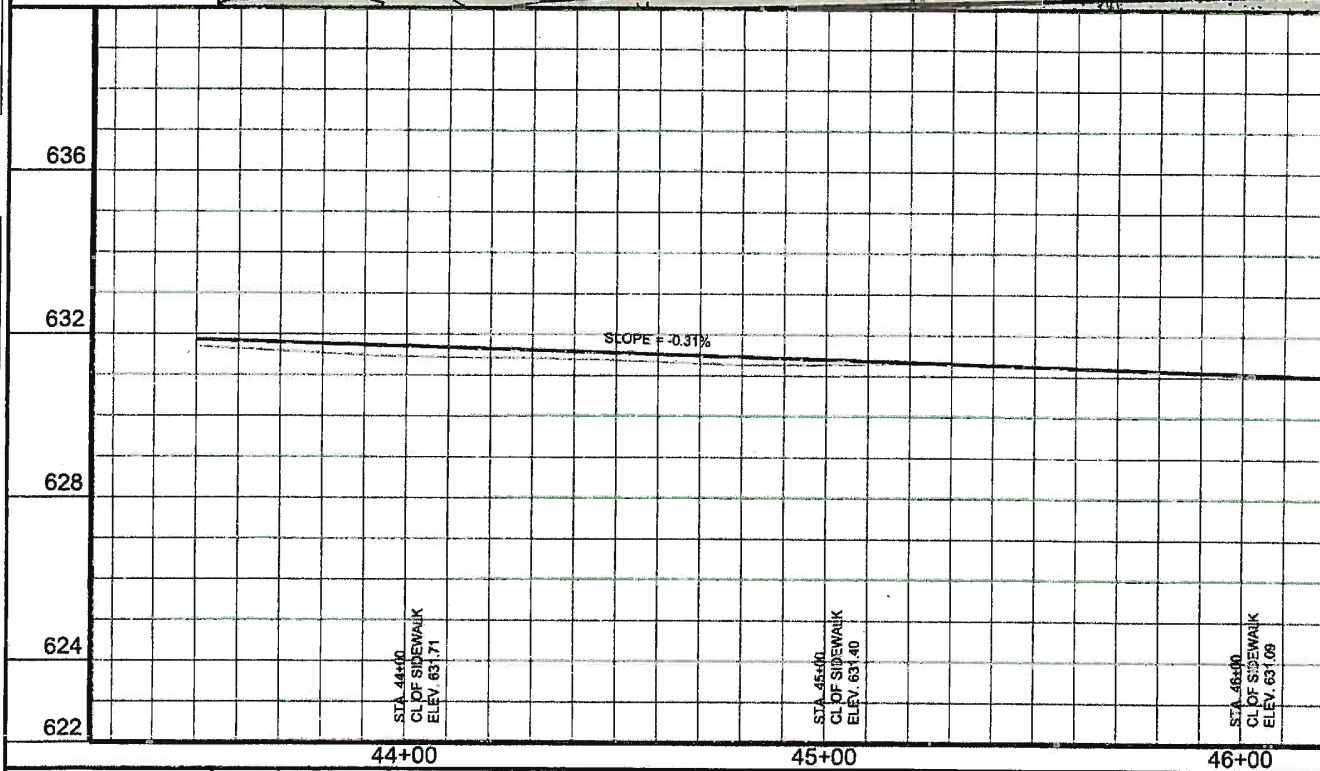
© 2013 Kasberg, Patrick & Associates, LP
 Plot Date: 9/16/2013 9:11:33 AM
 Plotted By: SILIFF
 Station Number F-510



DESIGN SET	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>				NO.	DATE	REVISION	BY					PROJECT NO. 2012-142 DRAWN BY ISI DESIGNED BY Alvin R. Sutton II, P.E. APPROVED BY <i>[Signature]</i> DATE 9/16/13		
	NO.	DATE	REVISION	BY											
	© 2013 Kasberg, Patrick & Associates, LP Plot Date: 9/16/2013 9:14:47 AM Plotted By: SILIFF														
Page 27 of 35 Registration Number F-510															
DESIGN SET															

FILE: P:\Hutto\2012\2012 - 1660 sidewalks\cadd\PLANS\12 REVIEW\PLAN AND PROFILE\FG - TRAIL A.2.dwg LAST SAVED: 9/16/2013 9:00:45 AM LAYOUT: PP-07 SIDEWALK A STA. 43+50.00 TO STA. 49+00.00

MATCH LINE SIDEWALK A - Sta. 43+50.00

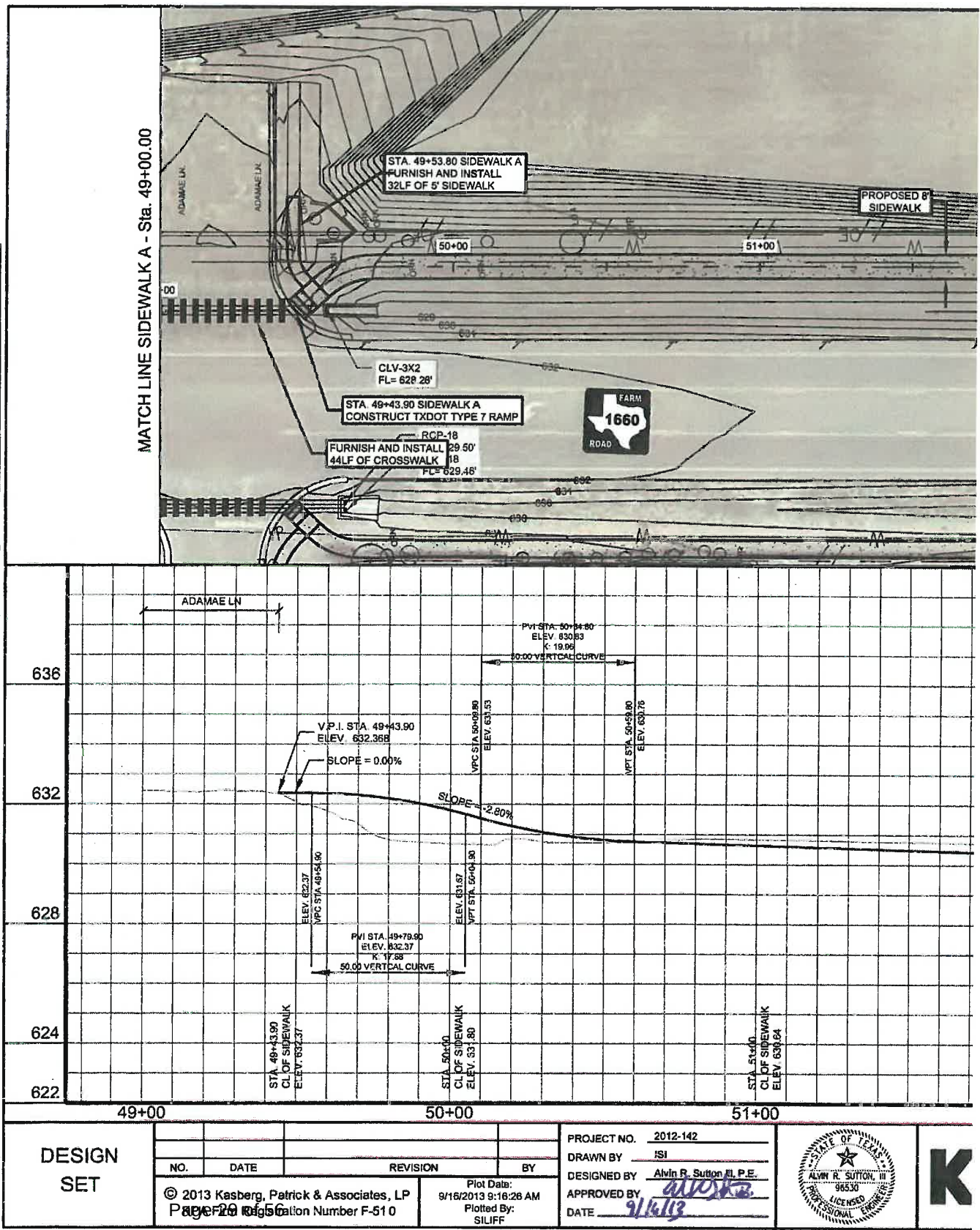


DESIGN SET					PROJECT NO. <u>2012-142</u>		K
					DRAWN BY <u>ISI</u>		
					DESIGNED BY <u>Alvin R. Sutton III, P.E.</u>		
					APPROVED BY <u>[Signature]</u>		
				DATE <u>9/16/13</u>			

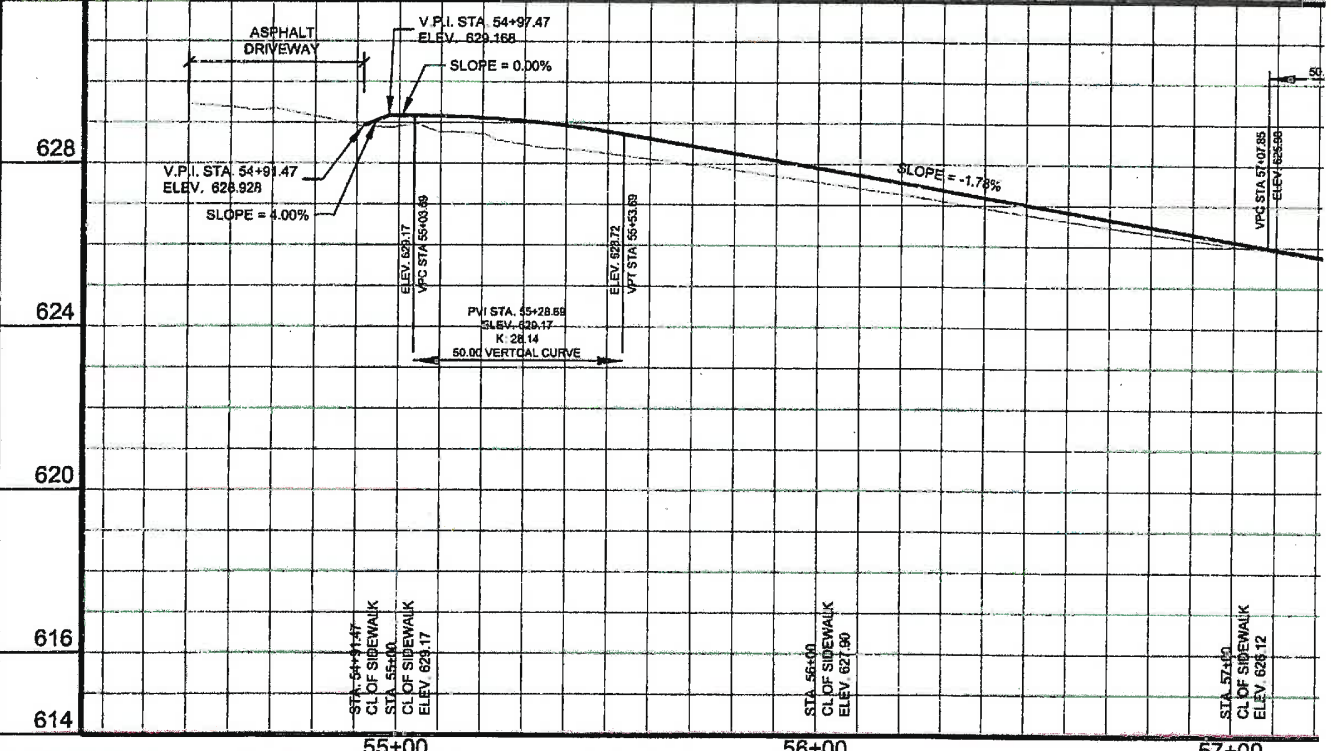
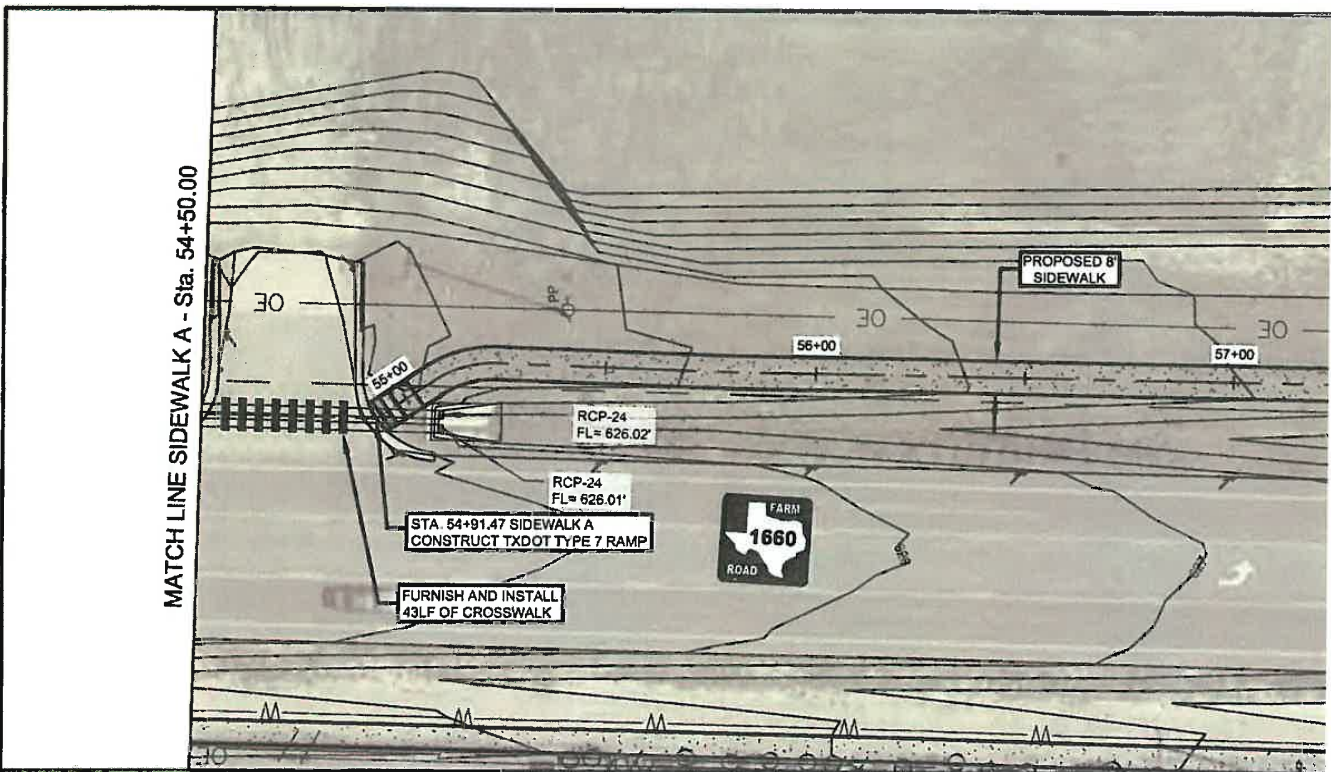
© 2013 Kasberg, Patrick & Associates, LP
 Page 28 of 56
 Registration Number F-510

Plot Date:
 9/16/2013 9:15:26 AM
 Plotted By:
 SILIFF

FILE: P:\Hutao\2012\12-1660_sidewalks\dwg\PLANS\1ST REVIEW\PLAN AND PROFILE\VEG - TRAIL A2.dwg LAST SAVED: 9/16/2013 9:00:45 AM LAYOUT: PP-08 SIDEWALK A STA. 49+00.00 TO STA. 54+50.00

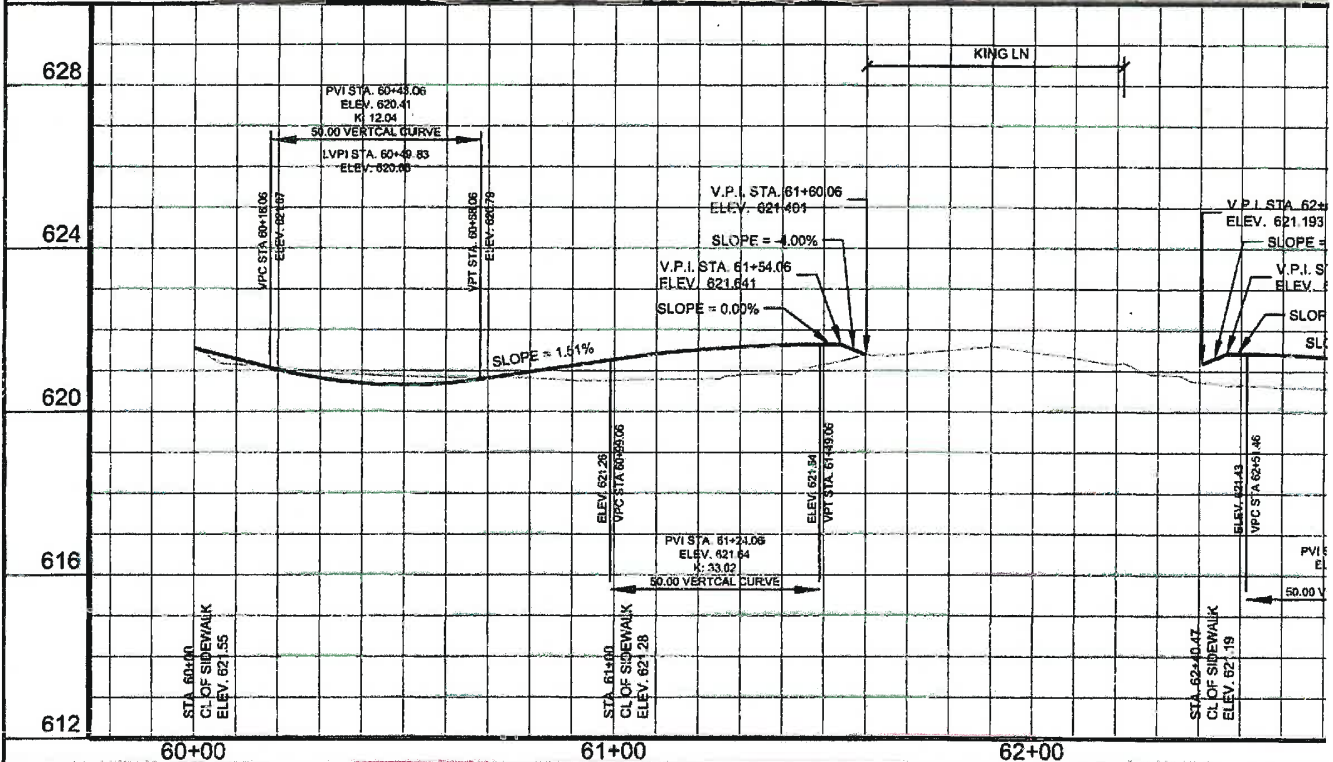
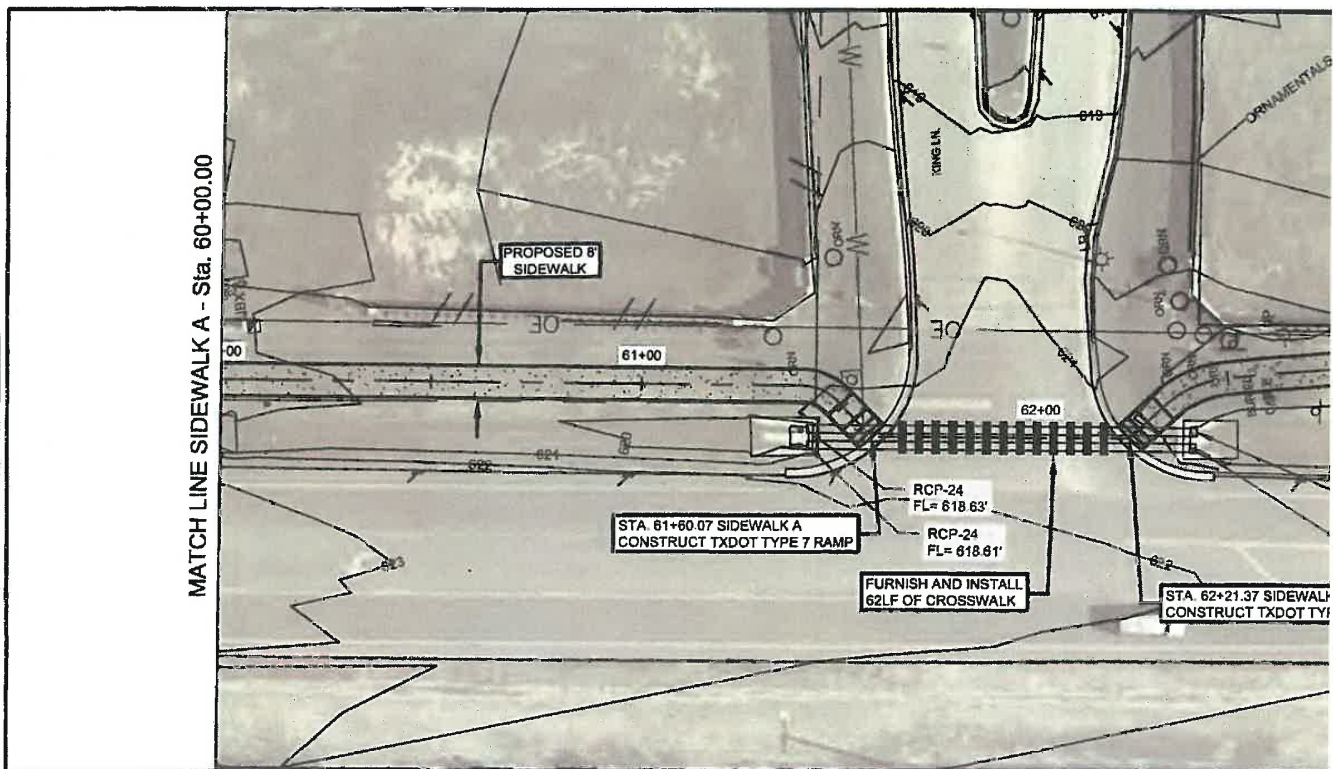


FILE: P:\Hidro\2012\2012 - 1660 sidewalks\cad\PLANS\1ST REVIEW\PLAN AND PROFILE\VEG - TRAIL A2.dwg LAST SAVED: 9/16/2013 9:00:45 AM LAYOUT: PP-09 SIDEWALK A STA. 54+50.00 TO STA. 60+00.00



DESIGN SET	NO. DATE REVISION BY				PROJECT NO. 2012-142		
	© 2013 Kasberg, Patrick & Associates, LP				DRAWN BY ISI		
	Page 30 of 36 Station Number F-510				DESIGNED BY Alvin R. Sutton III, P.E.		
	Plot Date: 9/16/2013 9:17:04 AM Plotted By: SILIFF				APPROVED BY <i>[Signature]</i> DATE 7/16/13		

FILE: P:\Hub\2012\2012-1960 Sidewalks\PLAN\ANSIST REVIEW\PLAN AND PROFILE\VF-G - TRAIL A.2.dwg, LAST SAVED: 9/16/2013 9:00:45 AM LAYOUT: PP-10 SIDEWALK A STA. 60+00.00 TO STA. 65+50.00



DESIGN
SET

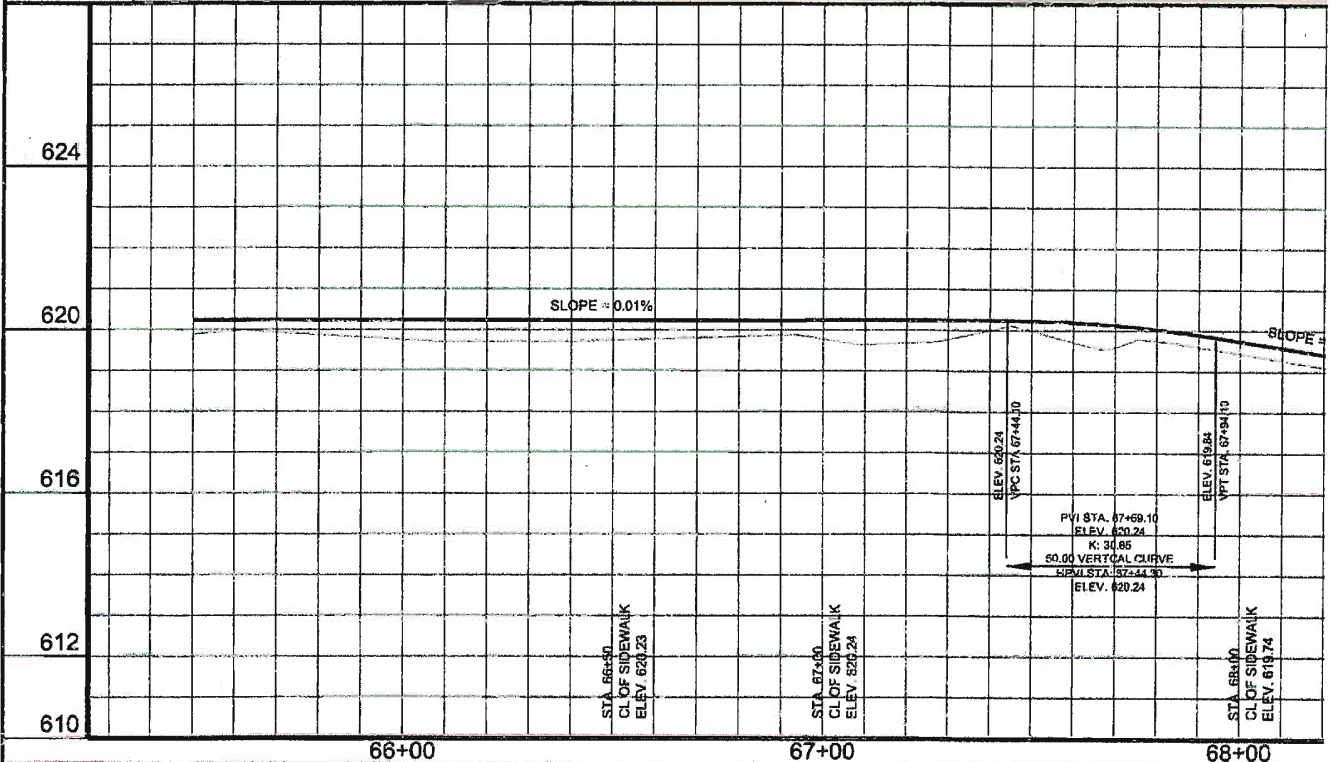
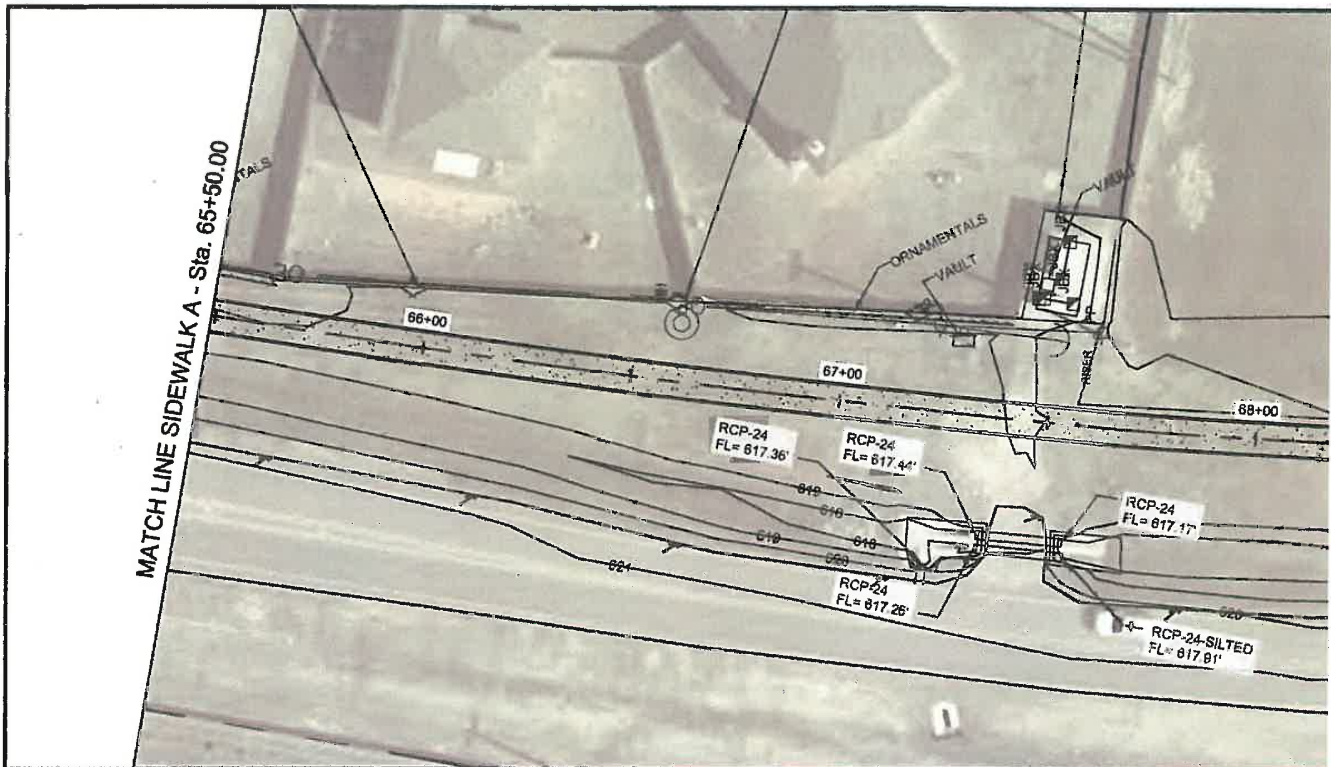
NO.	DATE	REVISION	BY
1	9/16/2013	Initial Design	AL

© 2013 Kasberg, Patrick & Associates, LP
Page 3 of 6
Registration Number F-510

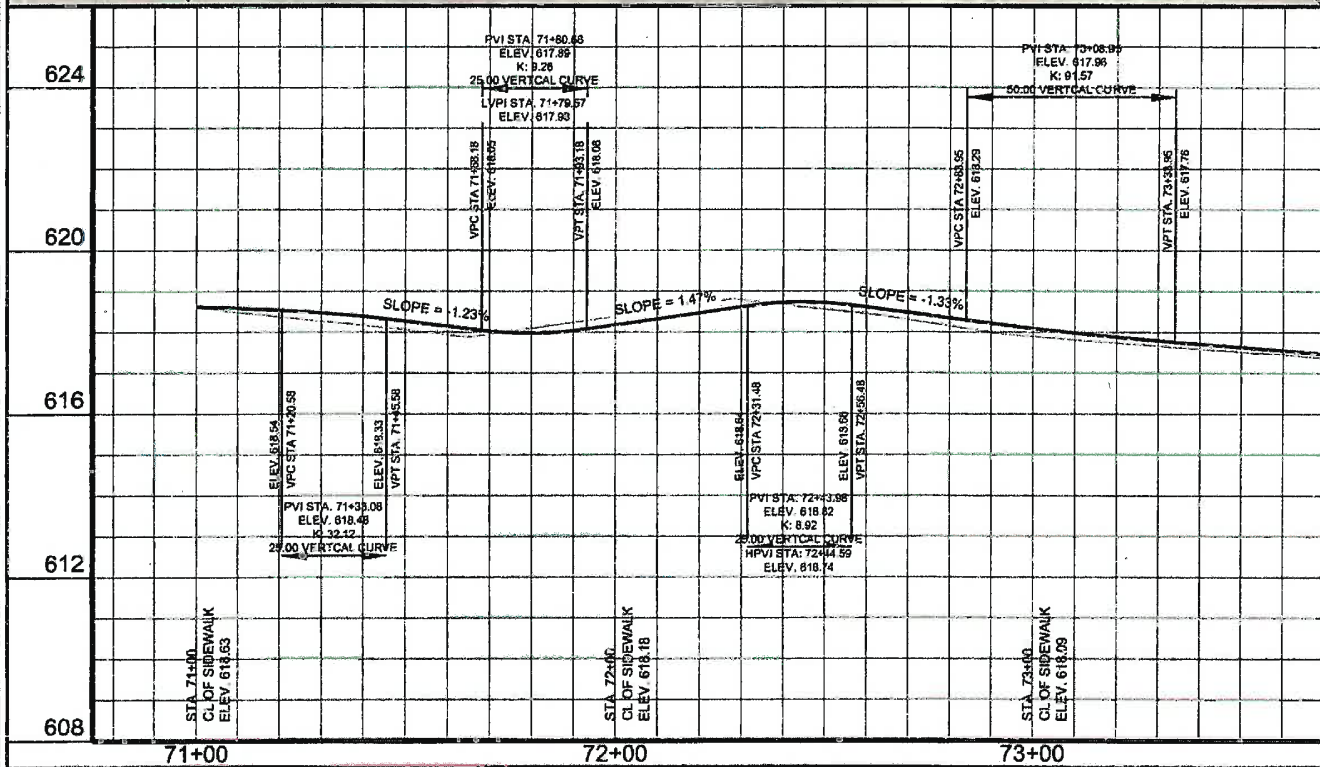
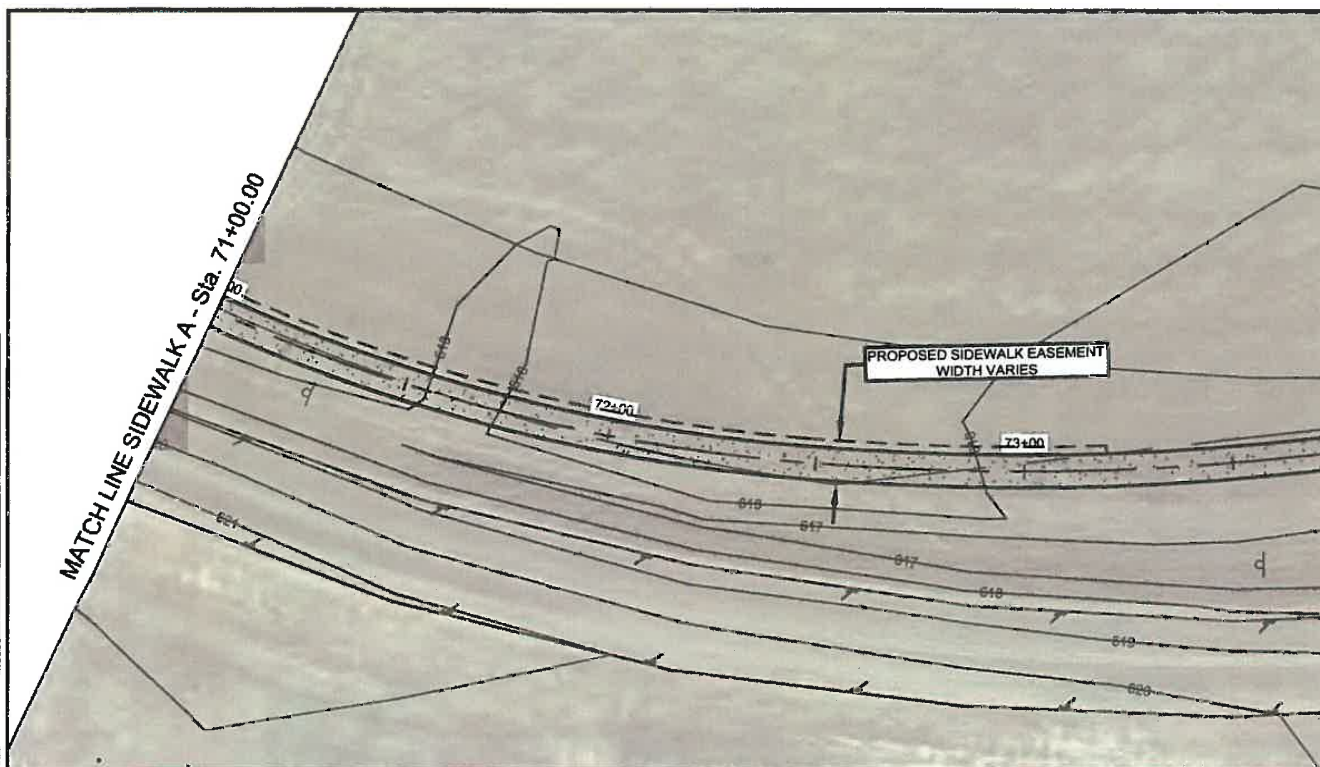
PROJECT NO. 2012-142
DRAWN BY ISI
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY *[Signature]*
DATE 9/16/13



FILE: P:\Auto2012\2012-1660\sidewalks\trail\PLAN\ST REVIEW\PLAN AND PROFILE.VFG - TRAIL A.2.dwg LAST SAVED: 9/16/2013 9:00:45 AM LAYOUT: PP-11 SIDEWALK A STA. 65+50.00 TO STA. 71+00.00



DESIGN SET					PROJECT NO. <u>2012-142</u>		K
					DRAWN BY <u>ISI</u>		
					DESIGNED BY <u>Alvin R. Sutton III, P.E.</u>		
					APPROVED BY <u>[Signature]</u>		
NO. DATE REVISION BY					DATE <u>9/16/13</u>		
© 2013 Kasberg, Patrick & Associates, LP Page 52 of 68					Plot Date: 9/16/2013 9:19:42 AM Plotted By: SILIFF		



DESIGN SET

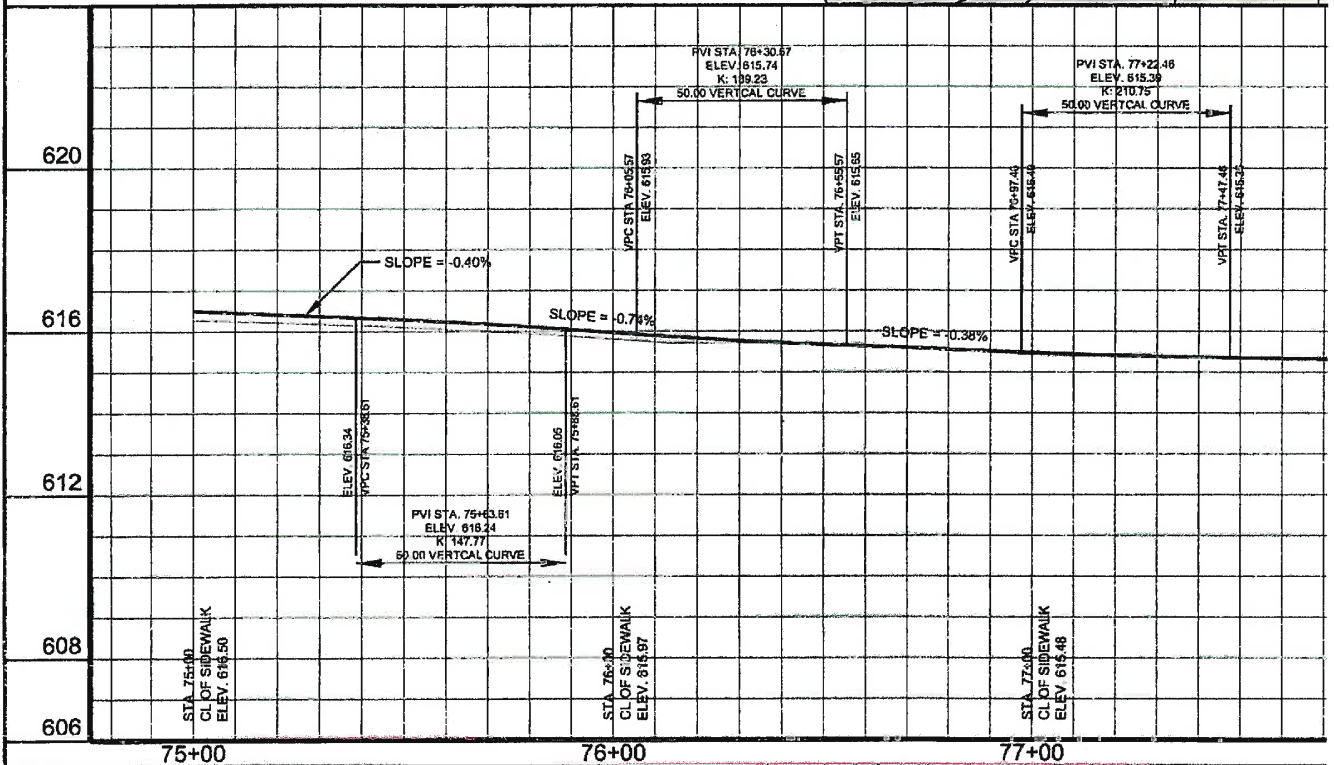
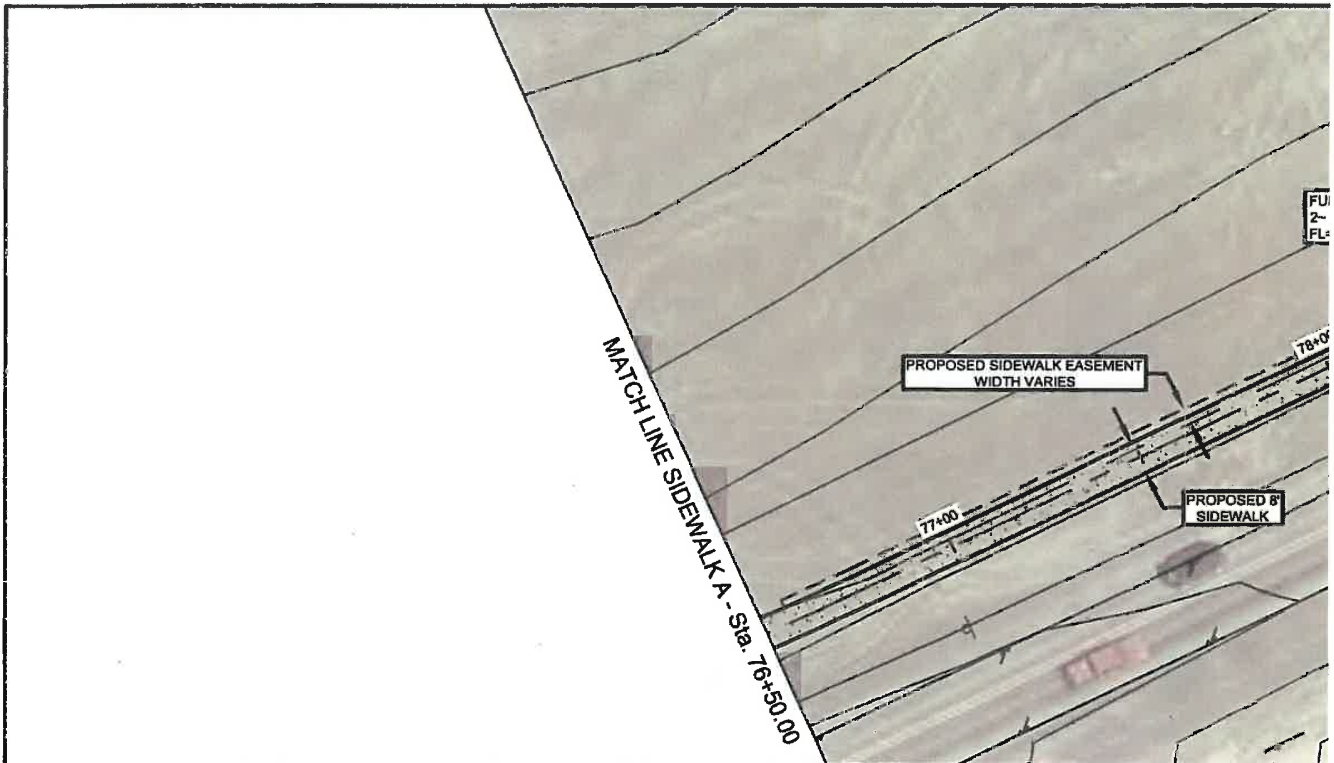
NO.	DATE	REVISION	BY
© 2013 Kasberg, Patrick & Associates, LP		Plot Date: 9/16/2013 9:20:23 AM	
Page 33 of 56		Flotted By:	
Registration Number F-510			

PROJECT NO. 2012-142
DRAWN BY ISI
DESIGNED BY Aivon R. Sutton III, P.E.
APPROVED BY *[Signature]*
DATE 9/11/13



K

FILE: P:\H\Auto\2012\2012 - 1660 sidewalk\scadaplans\1ST REVIEW\PLAN AND PROFILE\WFG - TRAIL A2.dwg LAST SAVED: 9/16/2013 9:00:45 AM LAYOUT: 2P-13 SIDEWALK A STA. 76+50.00 TO STA. 80+50.00

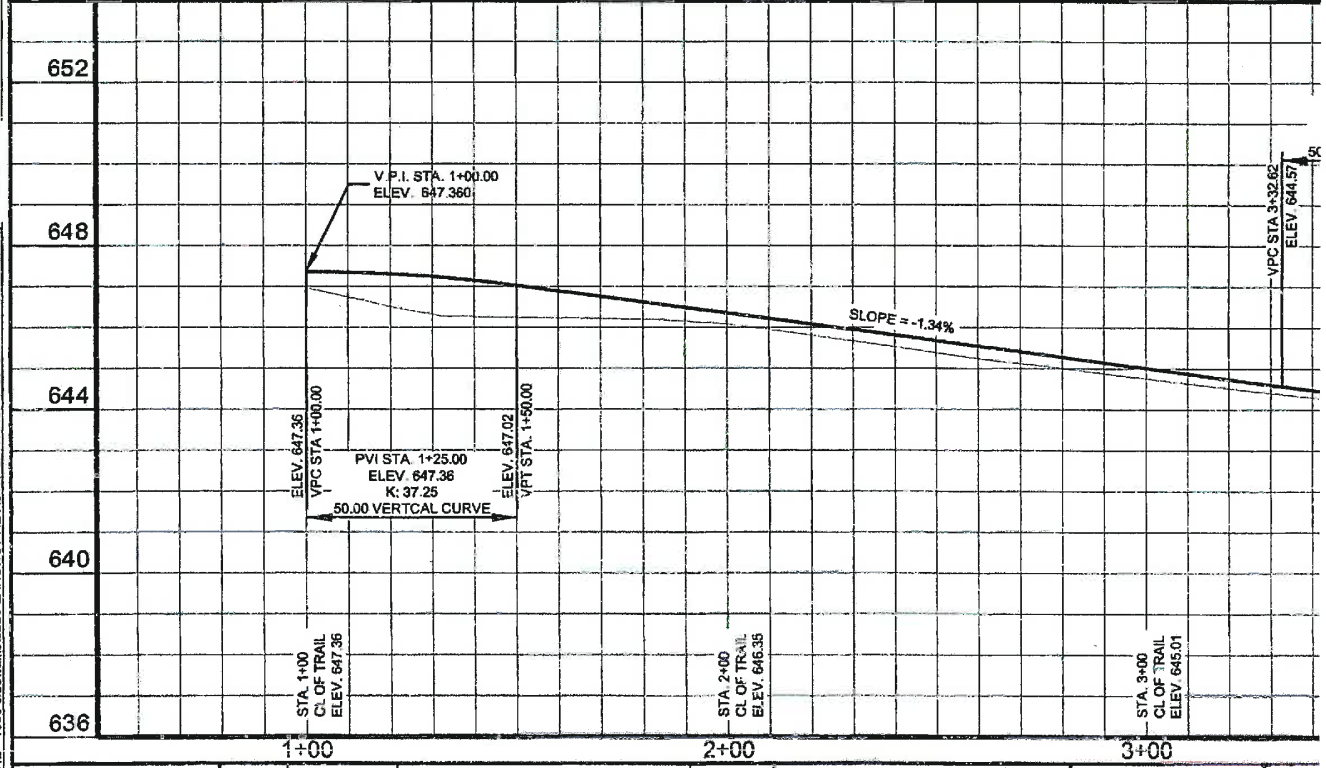
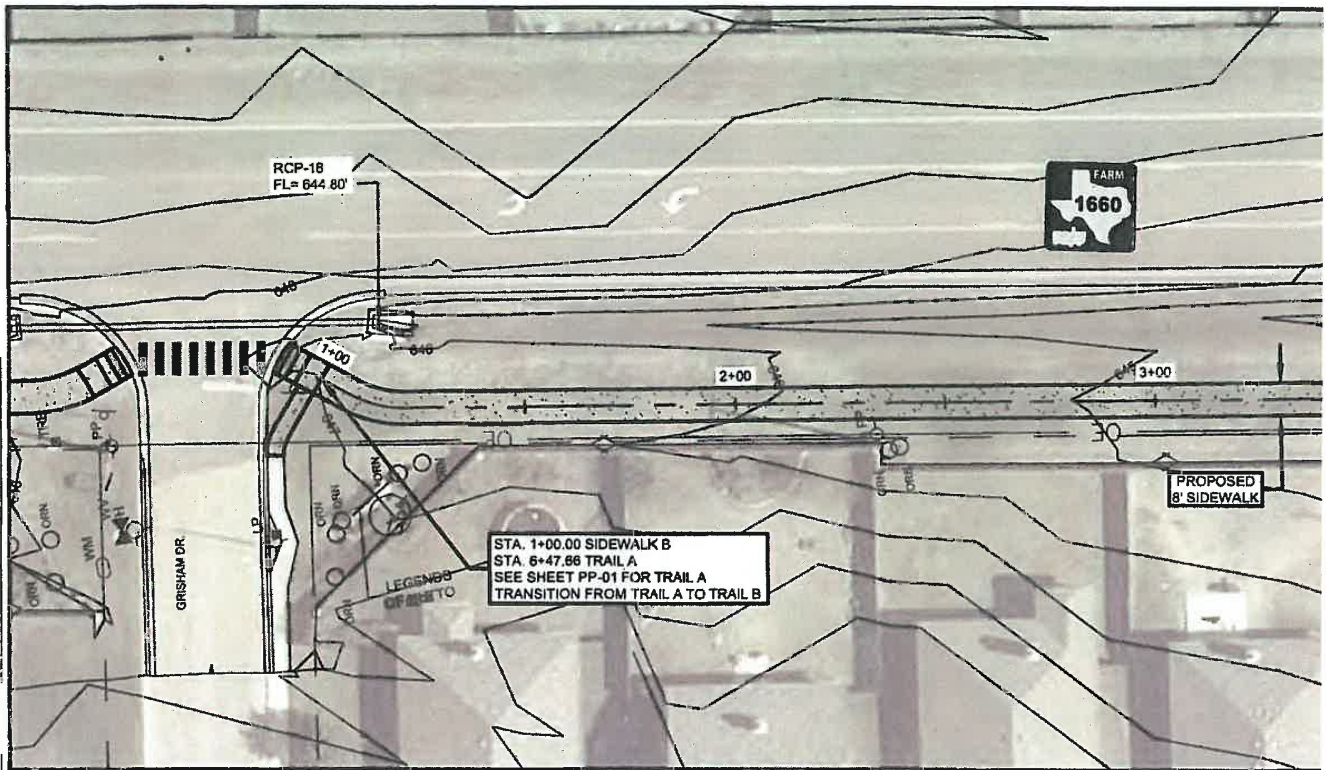


DESIGN SET				PROJECT NO. 2012-142		K
				DRAWN BY ISI		
				DESIGNED BY Alvin R. Sutton II, P.E.		
				APPROVED BY <i>[Signature]</i>		
			DATE 9/16/13			

© 2013 Kasberg, Patrick & Associates, LP
 Page 34 of 34
 Registration Number F-510

Plot Date: 9/16/2013 9:22:36 AM
 Plotted By: SILLIFF

FILE: P:\Hutts\2012\2012 - 1660 sidewalks\2012\1ST REVIEW\PLAN AND PROFILE\FG - TRAIL B.dwg LAST SAVED: 9/18/2013 9:30:56 AM LAYOUT: PP-16 SIDEWALK B STA. 1+00.00 TO STA. 6+00.00



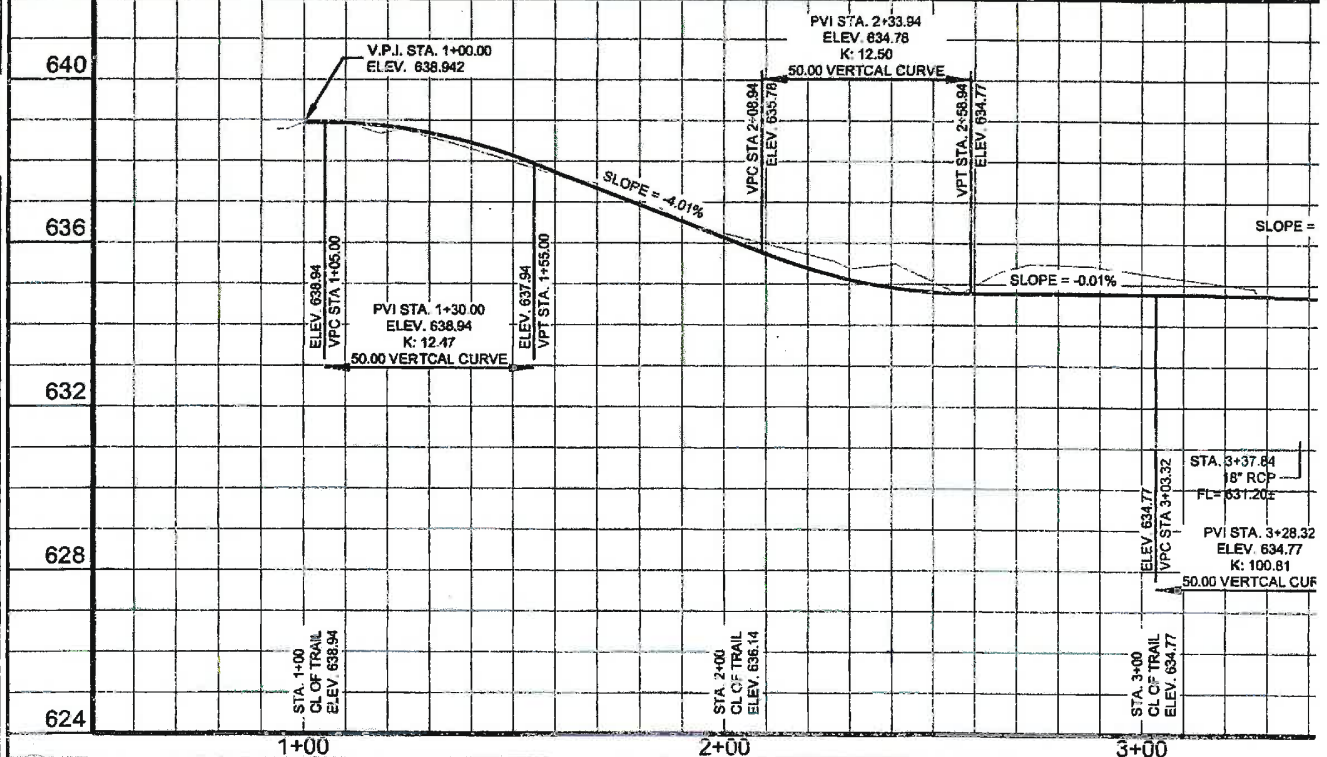
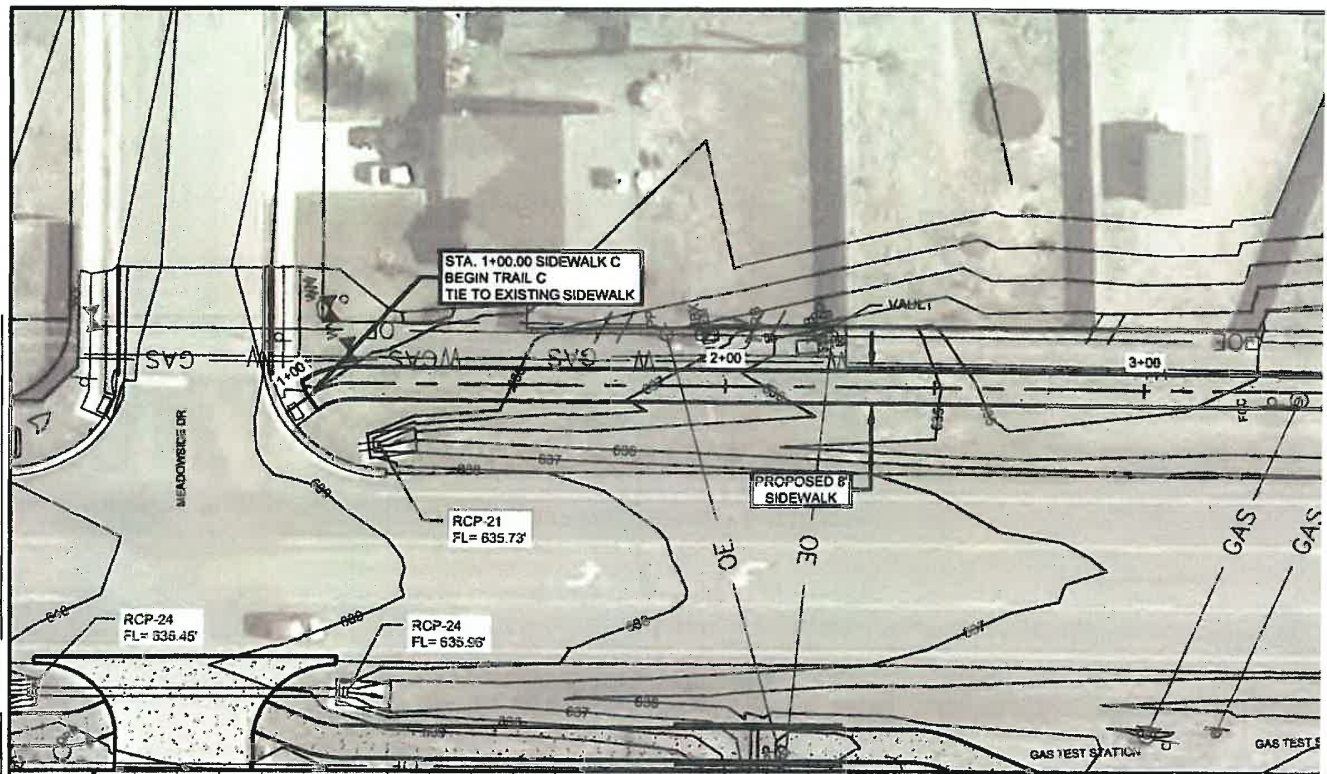
DESIGN SET	NO.	DATE	REVISION	BY	PROJECT NO. 2012-142	
	© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510				DRAWN BY ISI	
	Plot Date: 9/18/2013 5:23:55 PM Plotted By: SILIFF				DESIGNED BY Alvin R. Sutton, III, P.E.	
					APPROVED BY DATE 9/16/13	

FILE: P:\H\2012\2012-1660 sidewalk\1st review\PLAN AND PROFILE\1660-TRAIL B.dwg LAST SAVED: 9/16/2013 9:30:58 AM LAYOUT: PP-17 SIDEWALK B STA. 6+00.00 TO STA. 10+32.29



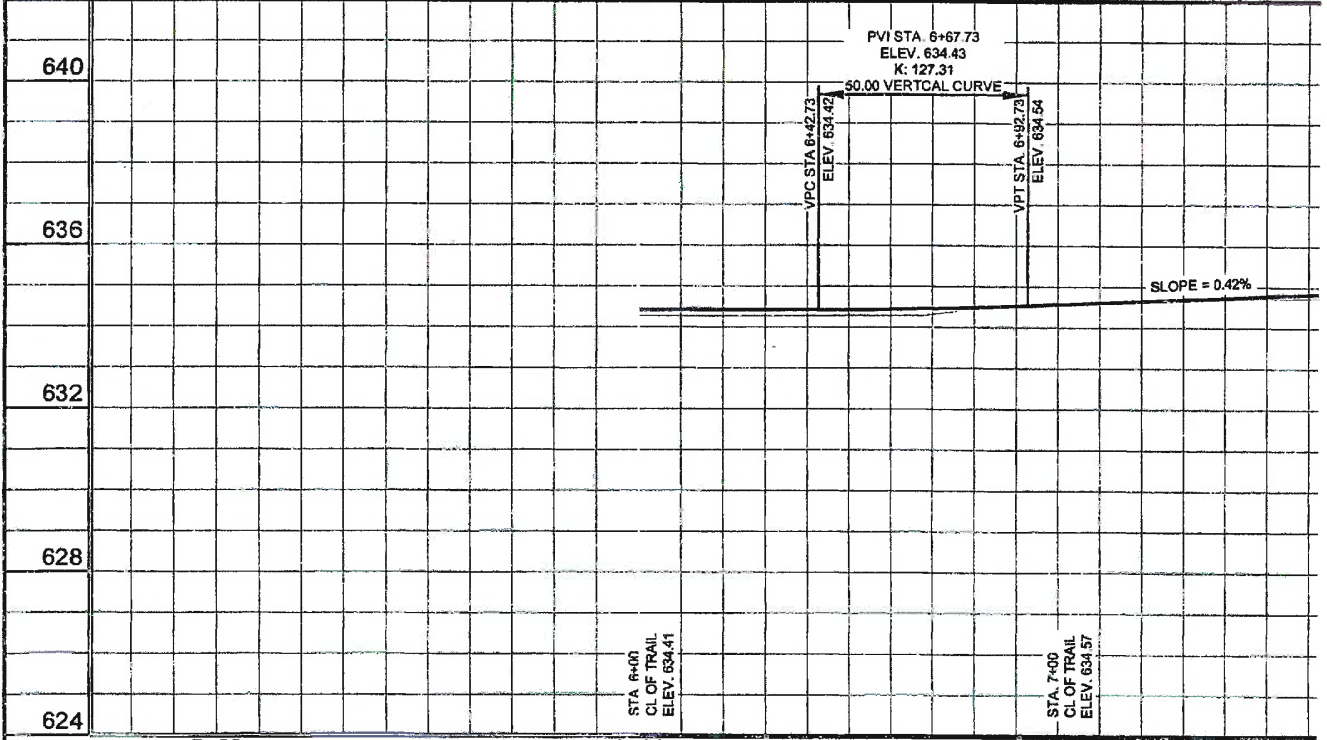
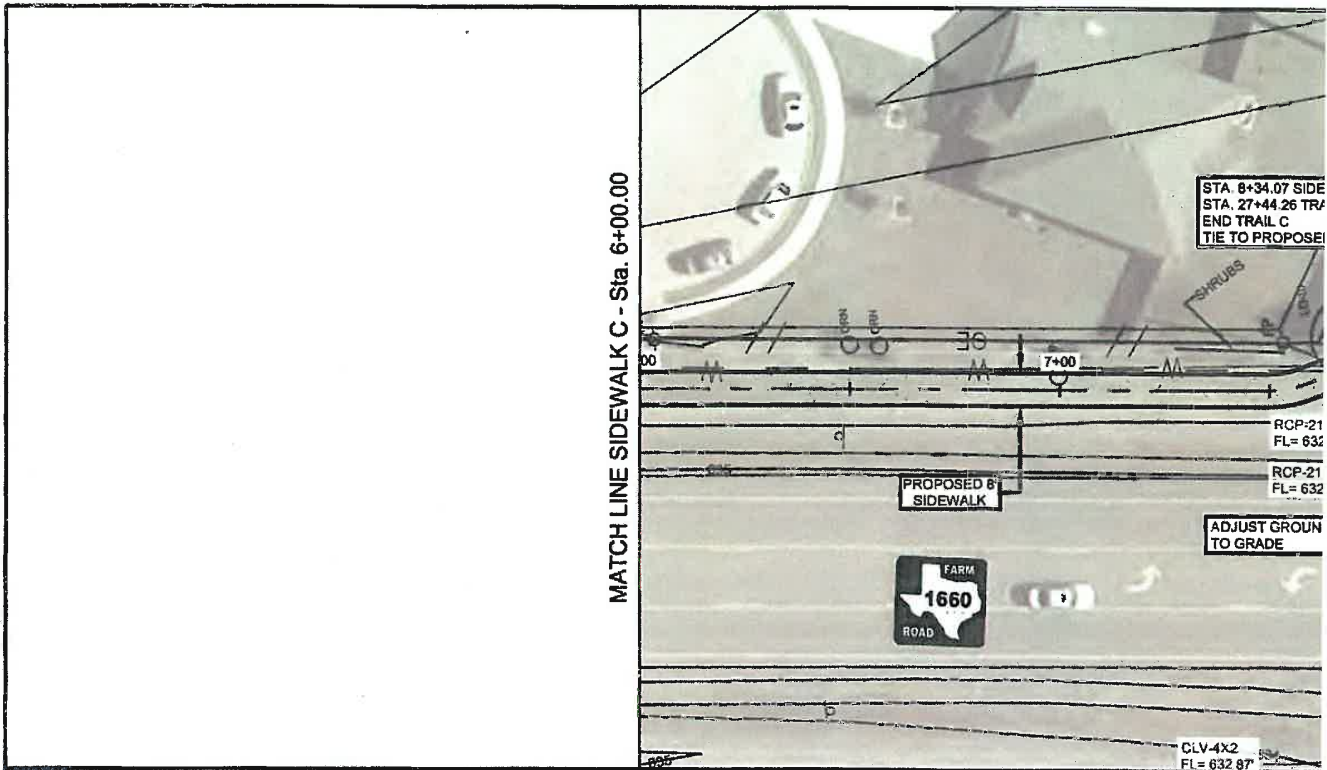
DESIGN SET	NO.	DATE	REVISION	BY	PROJECT NO. 2012-142	
	© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510				DRAWN BY ISI	
	Plot Date: 9/16/2013 5:24:31 PM Plotted By: SILIFF				DESIGNED BY Alvin R. Sutton III, P.E. APPROVED BY <i>[Signature]</i> DATE 9/16/13	

FILE: P:\Auto\2012\2012-1650 sidewalks\plans\1ST REVIEW\PLAN AND PROFILE.dwg LAST SAVED: 9/16/2013 5:25:54 PM LAYOUT: PP-18 SIDEWALK C STA. 1+00.00 TO STA. 6+00.00



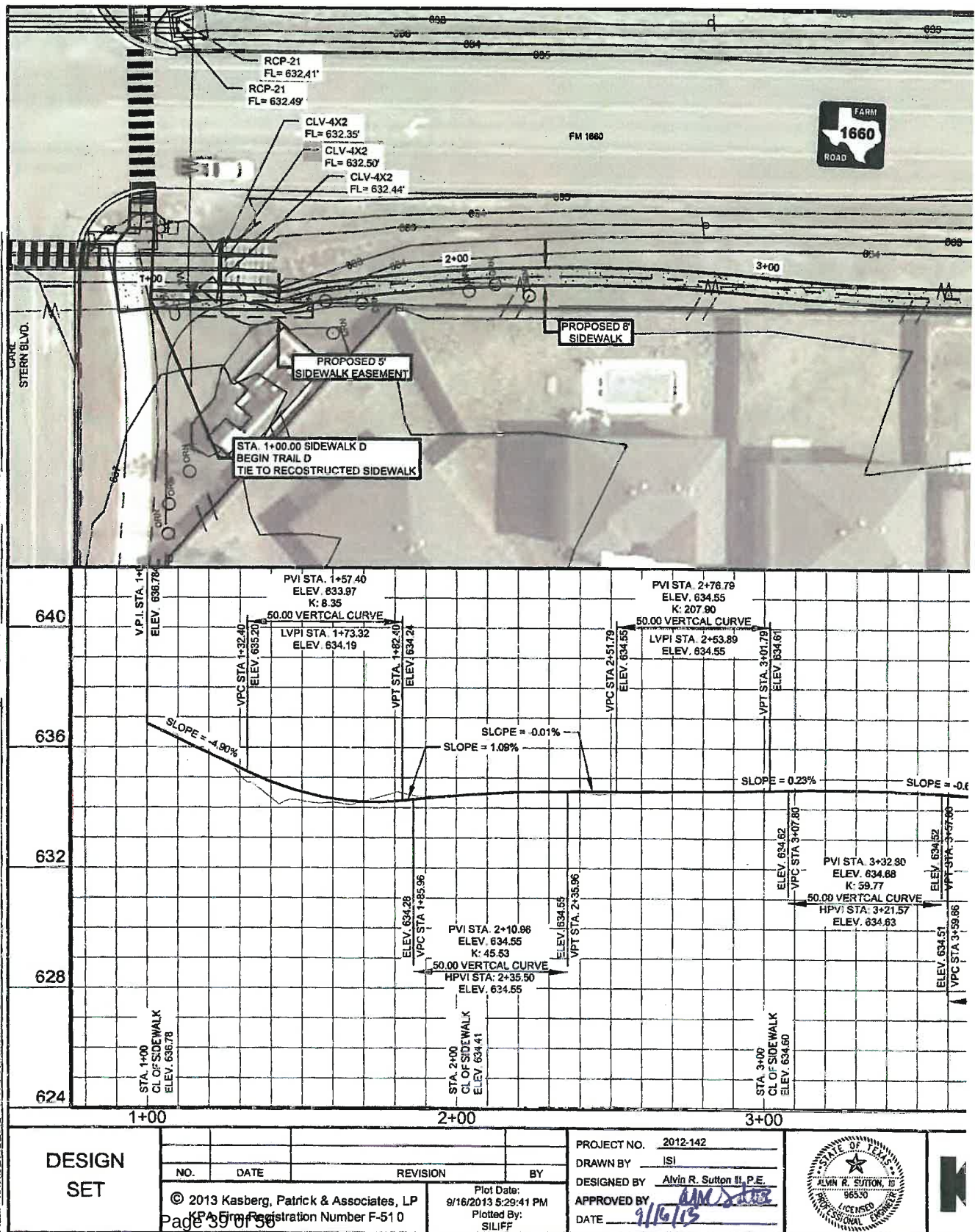
DESIGN SET	NO. DATE REVISION BY				PROJECT NO. 2012-142	
	© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510				DRAWN BY ISI	
	Plot Date: 9/16/2013 5:28:24 PM Plotted By: SILIFF				DESIGNED BY Alvin R. Sutton III, P.E. APPROVED BY <i>[Signature]</i> DATE 9/16/13	

FILE: P:\Hull\2012\2012-1660 sidewalks\cadd\PLANS\1ST REVIEW\PLAN AND PROFILE.dwg LAST SAVED: 9/16/2013 5:25:54 PM LAYOUT: PP-18 SIDEWALK C STA. 6+00.00 TO STA. 8+30.00



DESIGN SET	NO.	DATE	REVISION	BY	PROJECT NO. 2012-142	
	© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510				DRAWN BY ISI	
	Plot Date: 9/16/2013 5:27:08 PM Plotted By: SII.IFF				DESIGNED BY Alvin R. Sutton II, P.E.	
	APPROVED BY <i>[Signature]</i> DATE 9/16/13					

FILE: P:\Hut020122012 - 1660 sidewalks\lead\PLANS\IST REVIEW\PLAN AND PROFILE.dwg, LAST SAVED: 9/16/2013 5:28:13 PM, LAYOUT: CP-20 SIDEWALK D STA. 1+00.00 TO STA. 6+50.00



DESIGN
SET

NO.	DATE	REVISION	BY

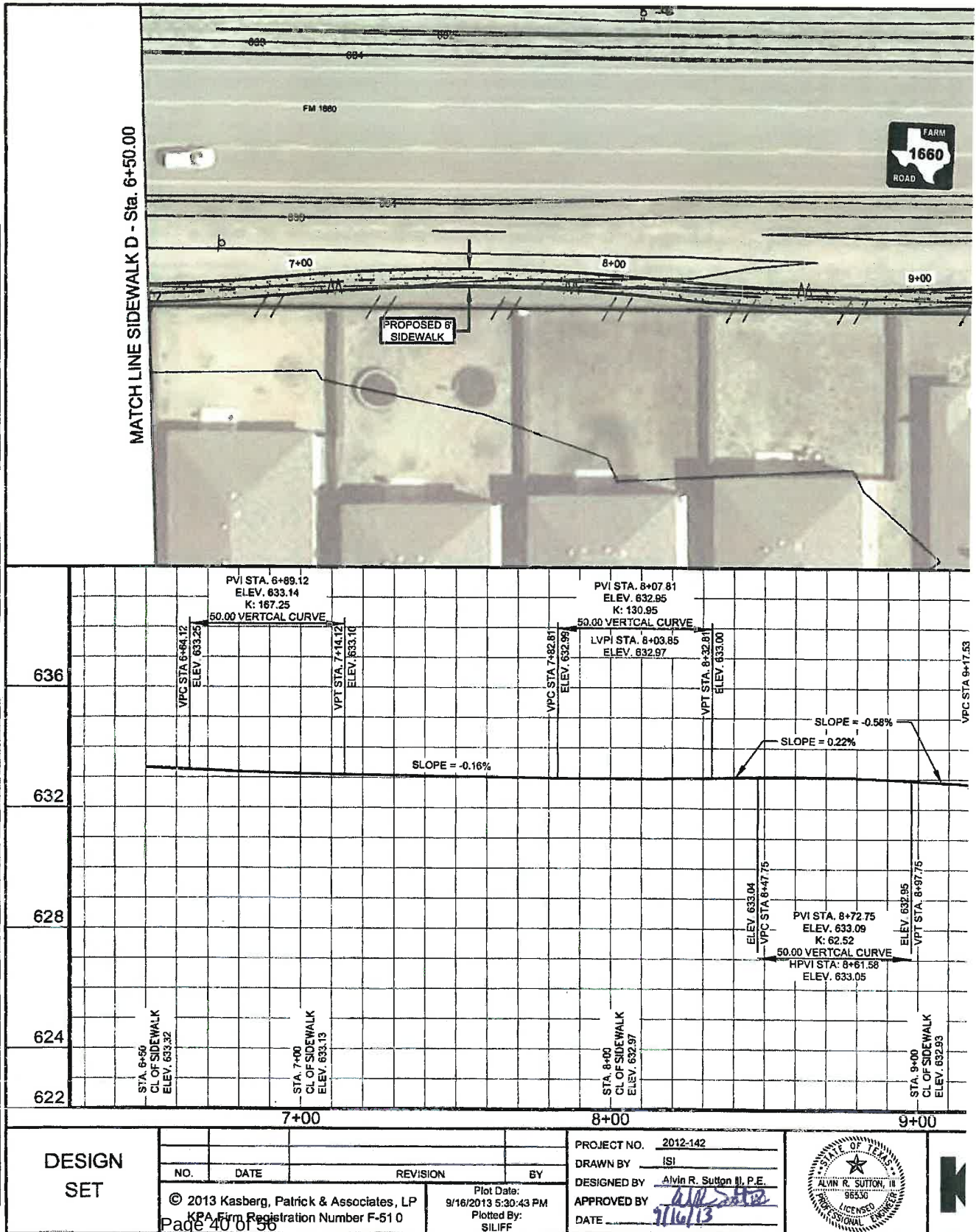
© 2013 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date:
9/16/2013 5:29:41 PM
Plotted By:
SILIFF

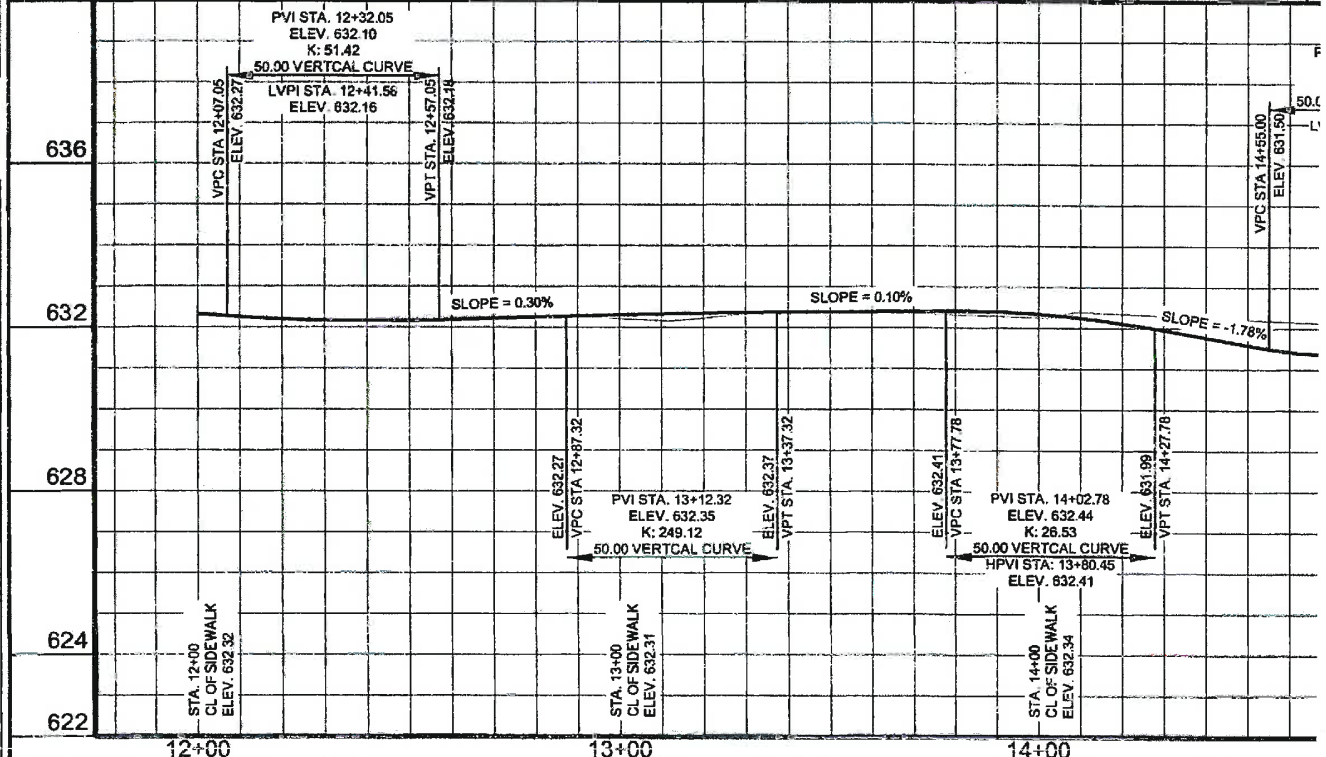
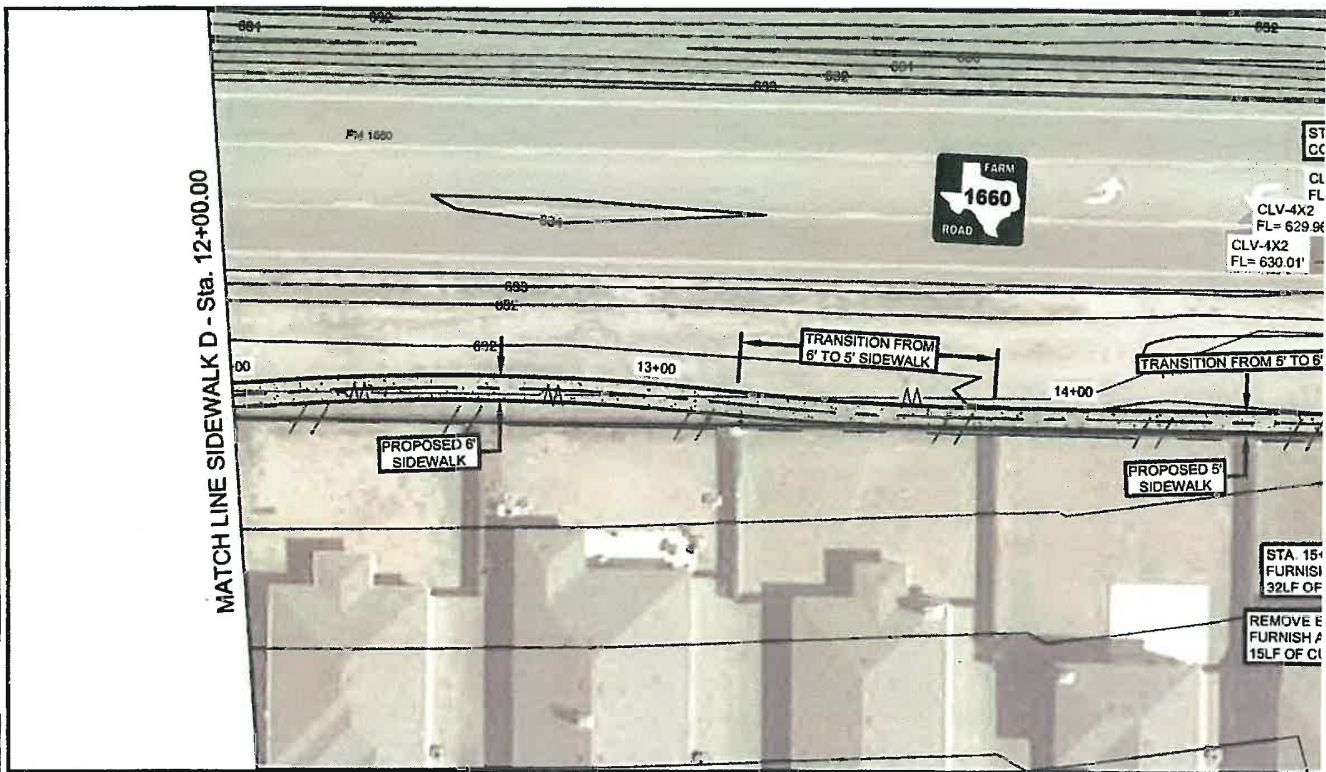
PROJECT NO. 2012-142
DRAWN BY ISI
DESIGNED BY Alvin R. Sutton II, P.E.
APPROVED BY *[Signature]*
DATE 9/16/13



FILE: P:\Hubs\2012\2012_1660_sidewalks\PLAN\1ST REVIEW\PLAN AND PROFILE.dwg LAST SAVED: 9/16/2013 5:28:15 PM LAYOUT: PP-21 SIDEWALK D STA. 6+50.00 TO STA. 12+00.00

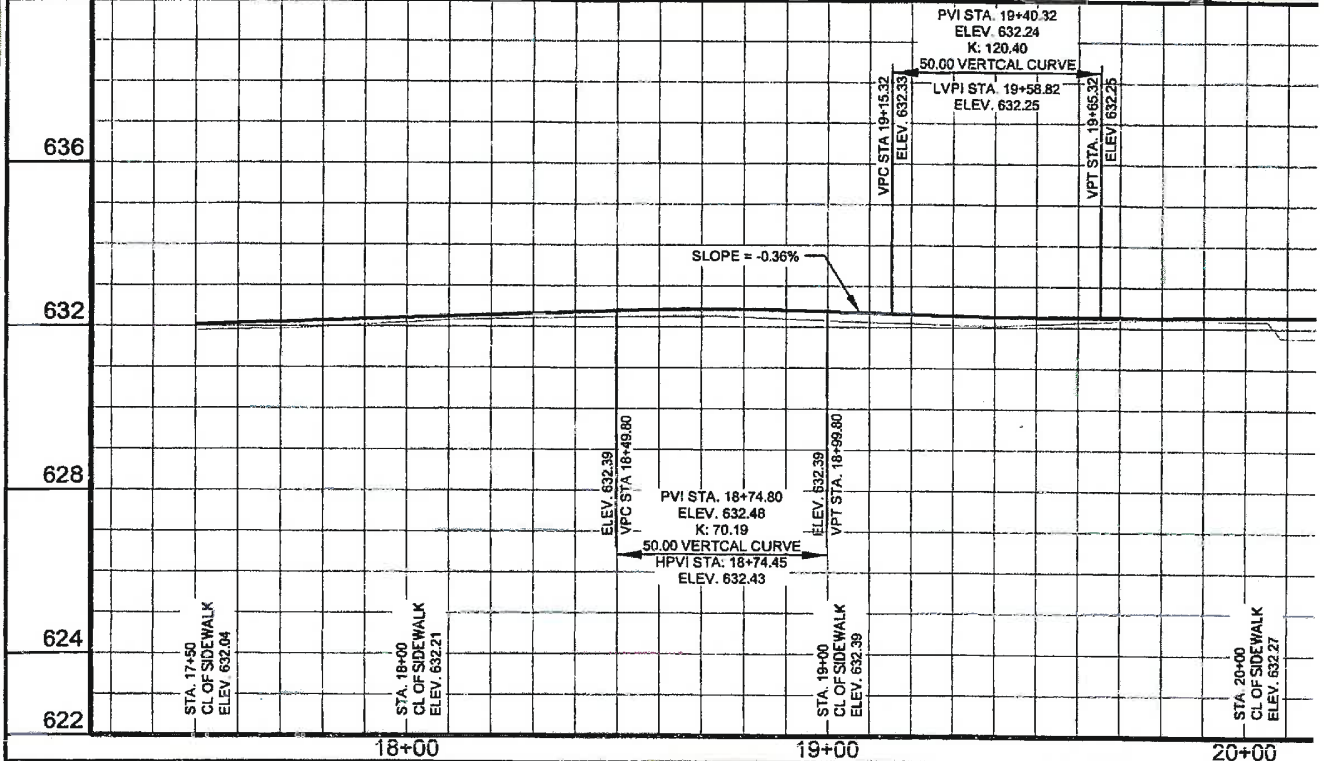
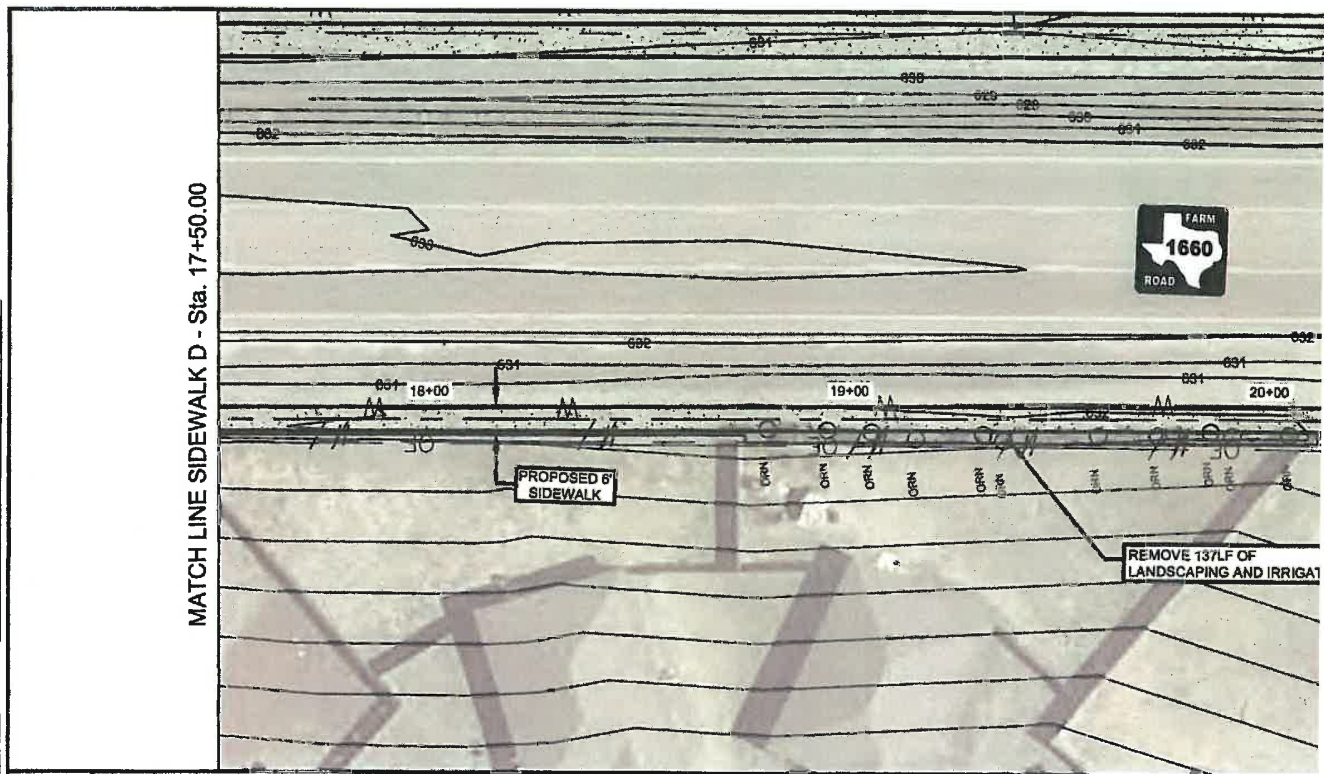


FILE: P:\Hutts\2012\2012 - 1660 sidewalks\cad\PLANS\1ST REVIEW\PLAN AND PROFILE\1660 - TRAIL D.dwg LAST SAVED: 9/16/2013 5:28:15 PM LAYOUT: PP-22 SIDEWALK D STA. 12+00.00 TO STA. 17+50.00



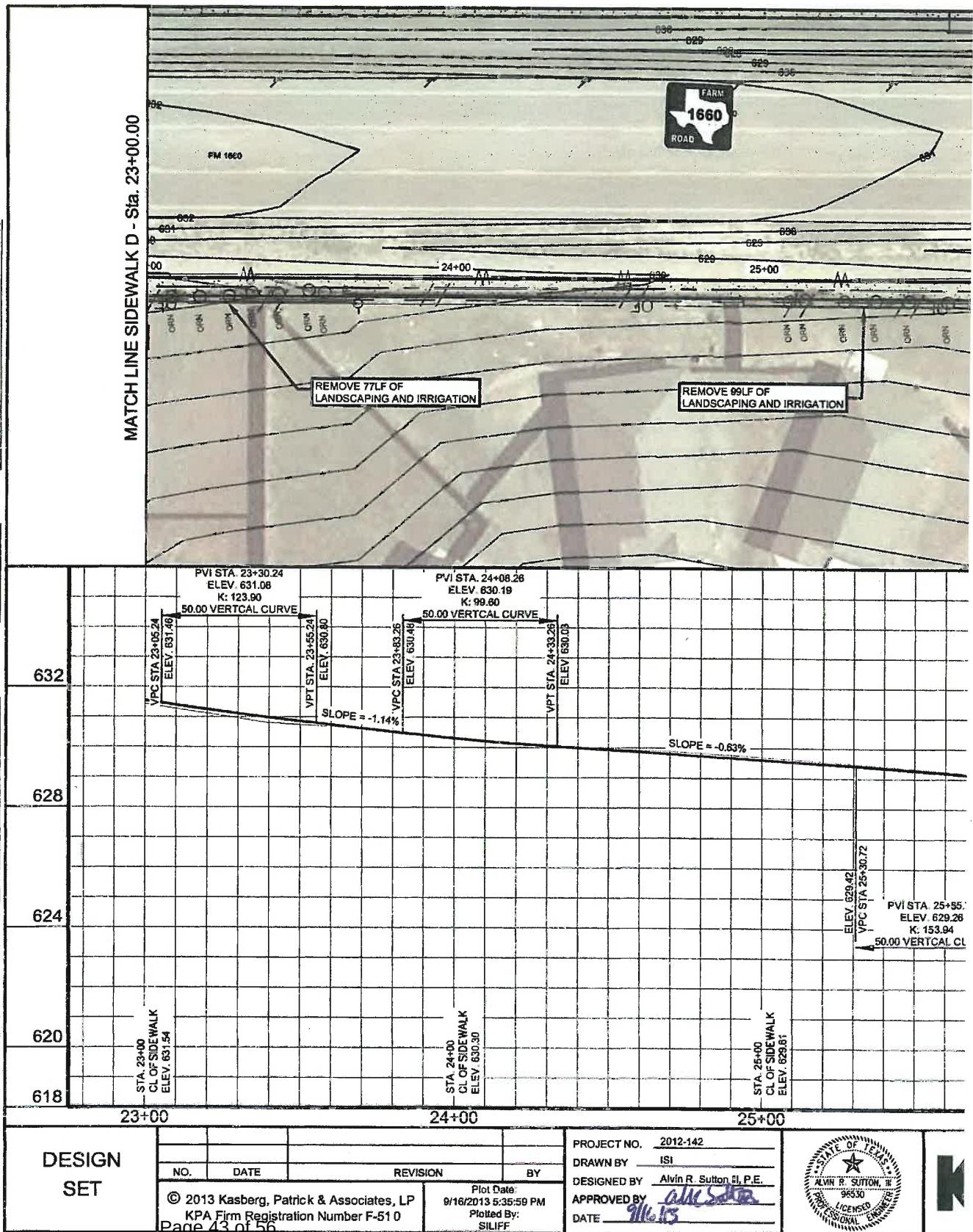
DESIGN SET	NO.		DATE		REVISION		BY		PROJECT NO. 2012-142	
	© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510								DRAWN BY ISI	
	Plot Date: 9/16/2013 5:34:23 PM Plotted By: SILIFF								DESIGNED BY Alvin R. Sutton III, P.E.	
									APPROVED BY <i>[Signature]</i> DATE 9/16/13	

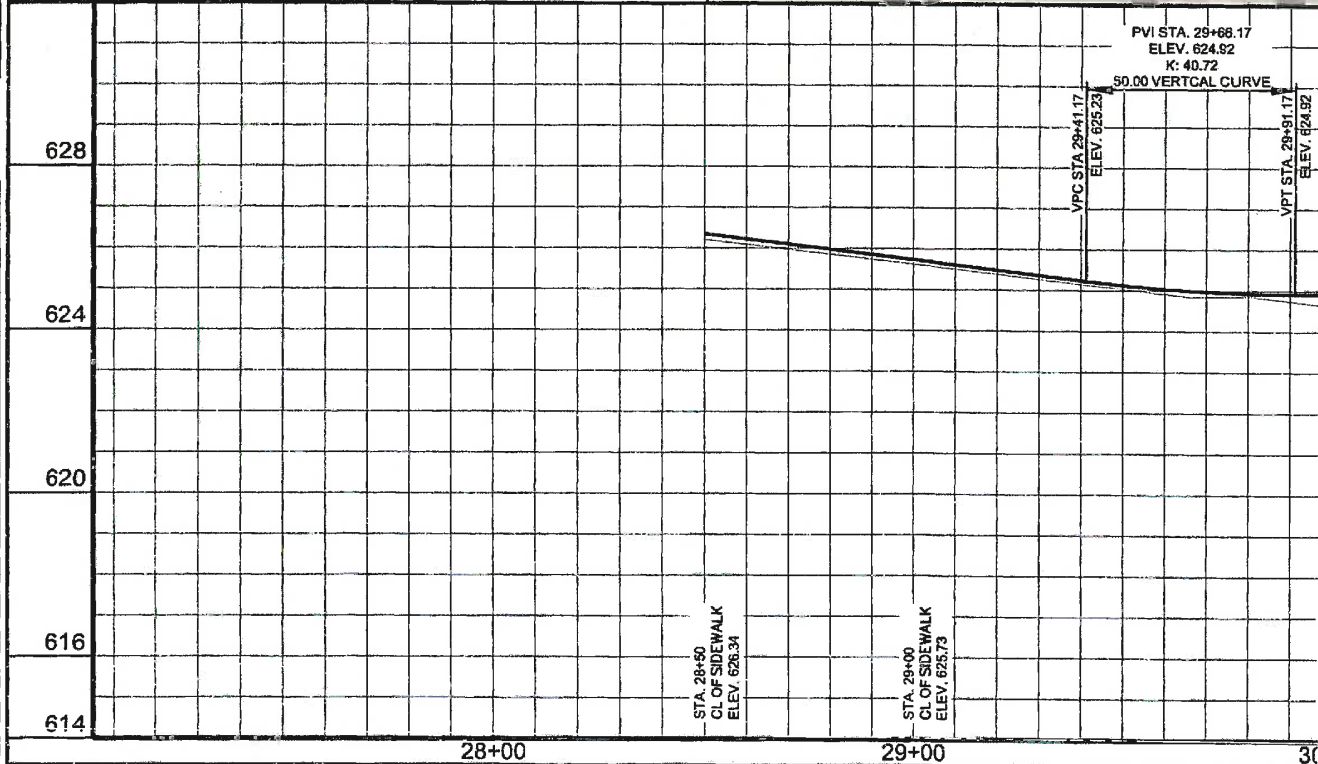
FILE: P:\Hutto\2012\12-1660 sidewalk\1660sidwalk\1660sidwalk.dwg LAST SAVED: 9/16/2013 5:28:15 PM LAYOUT: PP-23 SIDEWALK D STA. 17+50.00 TO STA. 23+00.00



DESIGN SET	NO.	DATE	REVISION	BY	PROJECT NO. 2012-142	
	© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510				DRAWN BY ISI	
	Plot Date: 9/16/2013 5:35:14 PM Plotted By: SILIFF				DESIGNED BY Alvin R. Sutton III, P.E.	
					APPROVED BY <i>[Signature]</i> DATE 9/16/13	

FILE: P:\Hutto\2012\2012 - 1660 sidewalks\caul\PLANS\1ST REVIEW\PLAN AND PROFILE.dwg LAST SAVED: 9/16/2013 5:28:15 PM LAYOUT: PP-24 SIDEWALK D STA 23+00.00 TO STA 28+50.00





DESIGN SET					PROJECT NO. <u>2012-142</u>		
	NO.	DATE	REVISION	BY	DRAWN BY <u>ISI</u>	DESIGNED BY <u>Alvin R. Sutton II, P.E.</u>	
	© 2013 Kasberg, Patrick & Associates, LP KPA Firm Registration Number F-510			Plot Date: 9/16/2013 5:36:38 PM		APPROVED BY <u>[Signature]</u>	
				Page 44 of 50		Plotted By: SILIFF	

EXHIBIT C
Approved Construction Plans

To be made part of document prior to beginning of construction

EXHIBIT D

Certificate of Insurance (TxDOT Form 1560)

To be made part of document prior to beginning of construction

EXHIBIT E
Attachment A (FHWA Additional Requirements)

To be made part of document if applicable

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS *

COUNTY OF TRAVIS *

THIS AGREEMENT made this 20th day of September, 1999, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of Hutto, Williamson County, Texas (population 630, 1990, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

W I T N E S S E T H

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be exchanged with both parties written concurrence. Additional exhibits may also be added with both parties written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
3. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
4. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the Texas Manual on Uniform Traffic Control Devices, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.

5. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.
6. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622 and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
7. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
8. Traffic control devices, such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
9. Should the City have a city-wide driveway permit process, the City will issue permits for access driveways and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Department of Transportation or with other standards and specifications for the design, construction, and maintenance details subject to approval in writing by the State. Should the City not have a city-wide driveway permit process, the State may issue access driveway permits on State highway routes in accordance with its "Regulations for Access Driveways to State Highways".
10. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A".

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.
4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph number 4). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in paragraph number 6 above), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate and maintain all school safety devices and school crosswalks.

3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph number 4).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph number 4, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.

6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph number 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph number 4).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operations duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635 Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Hutto on the 4th day of October, 19 99, and the Texas Department of Transportation, on the 14th day of December, 19 99.

ATTEST:

THE STATE OF TEXAS



Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order No. 100002.

CITY OF HUTTO

BY MAYOR
(Title of Signing Official)

BY William C. Zabala P.E.
District Engineer
Austin
District

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

Hutto City Limits
Exhibit A - Non-Controlled Access Facilities

I. State's Maintenance Responsibilities

- A. Maintenance of the following highways shall include: Base & Surface, Striping, Signs and Assist in Snow & Ice Removal. Assist in sweeping and otherwise cleaning the pavement , in mowing and cleaning of litter ; and the maintenance of roadway ditches.
1. US 79: From the east city limits of Hutto to the west city limits of Hutto.
 2. FM 1660: From the north city limits of Hutto to the intersection of US 79.
 3. FM 1660: From the intersection of US 79 to the south city limits of Hutto

II. City's Maintenance Responsibilities

- A. Maintenance of the following highways will include: All duties not specifically delineated as being the State's Responsibility in "IA" above.
1. US 79: From the east city limits of Hutto to the west city limits of Hutto.
 2. FM 1660: From the north city limits of Hutto to the intersection of US 79.
 3. FM 1660: From the intersection of US 79 to the south city limits of Hutto

Note: Maintenance of the sidewalks is the responsibility of the City as stated under Item 5, City's Responsibilities, under Non-Controlled Access Highways.

CITY OF HUTTO, TEXAS

RESOLUTION NO. R

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TERMINATION OF THE MULTIPLE USE AGREEMENT BETWEEN THE CITY OF HUTTO AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE MAINTENANCE OF SIDEWALK ALONG FM 1660 WITHIN TXDOT RIGHT OF WAY.

WHEREAS, it has been determined that existing Multiple Use Agreement for the maintenance of sidewalks along TXDOT Right of Way is not needed as this maintenance is already covered under existing Municipal Maintenance Agreements; and

WHEREAS, it is the intent of the City of Hutto of abide by the conditions of the termination of the multiple use agreement TXDOT form 2528; and

WHEREAS, the City of Hutto will continue to maintain sidewalks within TXDOT Right of Way in accordance with the existing Municipal Maintenance Agreement.

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

The Hutto City Council hereby authorizes the City Manager to execute a termination of the multiple use agreement between the City of Hutto and the Texas Department of Transportation.

CONSIDERED and RESOLVED on this the **20th** day of **February 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Stacy Schmitt, Interim City Secretary

Regular City Council
**AGENDA ITEM
REPORT**



To: Regular City Council
Subject: Consideration and possible action on the second and final reading of an ordinance amending the City of Hutto Code of Ordinances (2014 Edition), Article 1.05, Municipal Court. (Lea Ness)
Meeting:
Department: Finance
Staff Contact: Lea Ness Court Administrator

BACKGROUND INFORMATION:

As part of the 86th Legislative Session, Senate Bill 346 was passed and is effective January 1, 2020. The bill consolidates and allocates certain court costs currently collected by the City's Municipal Court.

This ordinance amends the Code of Ordinances (2014 Edition), Article 1.05, Municipal Court to reflect the changes mandated by State Law. (Exhibit A is the red-lined version and Exhibit B is the clean version).

FINANCIAL IMPACT:

The Local Consolidated Fee at \$14 is higher than the \$7 currently collected. Per collection, the Building Security fee will increase to \$4.90 (\$1.90 or ~63% higher than its current rate) and Technology fee will remain at \$4.00. Two additional funds will be created and maintained for truancy (\$5.00 per collection) and jury (\$0.10 per collection) allocations. All funds collected can only be utilized for dedicated purposes.

RECOMMENDATION:

Staff recommends consideration and approving of the second and final reading of the ordinance.

ATTACHMENTS:

[MUNICIPAL COURT FEES](#)

ORDINANCE NO. _____

AN ORDINANCE PRESCRIBING CERTAIN FEES FOR THE CITY HUTTO, AMENDING ALL APPLICABLE ORDINANCES AND OTHER INSTRUMENTS; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the City of Hutto (“City”) recognizes the need to ensure adherence to State Law related to the Municipal Court operations and fee collections; and

WHEREAS, it is recognized that the existing ordinances covering the various rates, fees and charges are numerous and it is the purpose and intent of this ordinance to amend all of said prior ordinance so as to set forth the rate and fees as provided herein.

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

SECTION 1.0 Exhibit “B” which is attached to this Ordinance as a reference and is incorporated into this Ordinance as presented and authorized by the City Council.

SECTION 2.0 All fees and charges specified in **Exhibit “B”** shall be in effect as of **January 1, 2020**, unless otherwise noted in **Exhibit “B”**.

SECTION 3.0 All ordinances heretofore adopted by this City covering the fees and charges as set forth in the ordinance be and each of said ordinances is hereby amended so as to incorporate therein the applicable fees as set forth and contained in **Exhibit “B”** of this ordinance.

SECTION 4.0 If any sentence, phrase, paragraph or other part of this ordinance should be held to be invalid by a court of competent jurisdiction such holding of invalidity shall not effect the remainder of this ordinance and all portions of this ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 5.0 All other terms and conditions contained in the amended ordinances, except as amended herein and hereby shall continue and remain in full force and effect.

SECTION 6.0 Publication. The City Secretary of the City of Hutto, Texas 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 7.0 Open Meetings 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 matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and APPROVED on first reading on this the **19th** day of **December, 2019**, at a regular meeting of the City Council of the City of Hutto, Texas.

READ, APPROVED and ADOPTED on second and final reading on this the **2nd** day of **January, 2020**, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Doug Gaul, Mayor
Date Signed: _____

ATTEST:

SEAL

By: _____
Lacie Hale, City Secretary

EXHIBIT A

CHAPTER 1

GENERAL PROVISIONS

ARTICLE 1.05 MUNICIPAL COURT*

Division 1. Generally

Secs. 1.05.001–1.05.030 Reserved

Division 2. Judge*

Sec. 1.05.031 Purpose

It is the purpose and intent of this division to provide for the appointment and qualifications of the recorder of the municipal court of the city, as provided in V.T.C.A., Government Code section 29.004. (2007 Code, sec. 7.02.001)

State law reference—Reference in state law to “recorder” means “judge of the municipal court,” V.T.C.A., Government Code, sec. 29.004(d).

Sec. 1.05.032 Qualifications

The recorder of the municipal court shall be a qualified elector and does not necessarily reside within the corporate limits of the city. (2007 Code, sec. 7.02.002)

Sec. 1.05.033 Appointment

(a) The recorder of the municipal court shall be appointed by the city council and serves until his/her successor is duly appointed and qualified by the city council.

(b) Appointments for the recorder of the municipal court may be made by ordinance, resolution or by motion duly made and seconded and in any event, of course, passed by the majority vote of the city council present at such meeting at which appointment is made.

(2007 Code, sec. 7.02.003)

State law reference—Term of municipal court judge, V.T.C.A., Government Code, sec. 29.005.

Secs. 1.05.034–1.05.060 Reserved

Division 3. Fines, Costs and Special Expenses†

Sec. 1.05.061 Warrant fees

(a) As authorized by applicable statutes of the state, the city does hereby impose fees for services of police officers of the city, which fees are to be paid by the defendant convicted of an offense, as set forth in V.T.C.A., Transportation Code, section 543.009.

(b) The fees, when collected, shall be paid into the city treasury for the use and benefit of the city.

(c) It is the intent of this section to adopt those fees as authorized by applicable statutes, and in the event of conflict it is understood that the statutory law shall in all things prevail.

(2007 Code, sec. 1.02.032)

State law reference—Compliance with or violation of promise to appear, V.T.C.A., Transportation Code, sec. 543.009.

Sec. 1.05.062 Local Consolidated Fee

(a) As authorized by applicable statutes of the state, the city shall collect \$14 as a court cost from a person convicted of a nonjailable misdemeanor offense, including a criminal violation of a municipal ordinance in addition to all other costs.

(b) The city shall allocate the consolidated fee received as follows:

- (1) Building Security Fund – 35% allocation
- (2) Court Technology Fund – 28.5714% allocation
- (3) Truancy Prevention and Diversion Fund – 35.7143%
- (4) Jury Fund - .7143%

Sec. 1.05.063 Building Security Fund

(a) Established. There is hereby created a municipal court building security fund. This fund shall be administered under the direction of the governing body of the city.

(b) Revenue Collection. Percentage allocation from the local consolidated fee. (c) Purposes. The municipal court building security fund may be used only to finance the following items when used for the purpose of providing security services for any buildings housing the municipal court of the city:

- (1) The purchase or repair of X-ray machines and conveying systems;
- (2) Hand-held metal detectors;
- (3) Walk-through metal detectors;
- (4) Identification cards and systems;
- (5) Electronic locking and surveillance equipment;
- (6) Bailiffs, deputy sheriffs, deputy constables, or contract security personal during times when they are providing appropriate security services;

- (7) Signage;
- (8) Confiscated weapon inventory and tracking systems;
- (9) Locks, chains or other security hardware; and
- (10) Any other item or service permitted by law.

(2007 Code, secs. 7.03.001–7.03.003)

State law reference—Authority to establish municipal court building security fund, Tex. Code Crim. Proc. art. 102.017.

Sec. 1.05.064 Technology Fund

(a) Established.

- (1) There is hereby created and established a municipal court technology fund, herein known as the fund, pursuant to article 102.0172 of the Code of Criminal Procedure.
- (2) The fund may be maintained in an interest-bearing account and may be maintained in the general revenue account.
- (3) This fund shall be administered under the direction of the governing body of the city.

(b) Revenue Collection. Percentage allocation from the local consolidated fee.

(c) Purposes.

- (1) The fund shall be used only to finance the purchase of technological enhancements for the municipal court of the city, including:
 - (A) Computer systems;
 - (B) Computer networks;
 - (C) Computer hardware;
 - (D) Computer software;
 - (E) Imaging systems;
 - (F) Electronic kiosks;

- (G) Electronic ticket writers; or
- (H) Docket management systems.

(2007 Code, secs. 7.04.001–7.04.003)

State law reference—Authority of municipality to establish municipal court technology fund, Tex. Code Crim. Proc. art. 102.0172.

Sec. 1.05.065 Truancy Prevention and Diversion Fund

(a) Established. There is hereby created a municipal truancy prevention and diversion fund. This fund shall be administered under the direction of the governing body of the city.

(b) Revenue Collection. Percentage allocation from the local consolidated fee.

(c) Purposes. The municipal truancy prevention and diversion fund may be used to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of a juvenile case manager. If there is money in the fund after those costs are paid, subject to the direction of the governing body of the city and on approval by the court, a juvenile case manager may direct the remaining money to be used to implement programs directly related to the duties of the juvenile case manager, including juvenile alcohol and substance abuse programs, educational and leadership programs and any other projects designed to prevent or reduce the number of juvenile referrals to the court.

State law reference—Authority to establish truancy prevention and diversion fund, Tex. Local Government Code sec. 134.156.

Sec. 1.05.066 Jury Fund

a) Established. There is hereby created a jury fund. This fund shall be administered under the direction of the governing body of the city.

(b) Revenue Collection. Percentage allocation from the local consolidated fee.

(c) Purposes. Money allocated to the jury fund may be utilized to fund juror reimbursements and otherwise finance jury services only.

State law reference—Authority to establish jury fund, Tex. Local Government Code sec. 134.154.

EXHIBIT B

CHAPTER 1

GENERAL PROVISIONS

ARTICLE 1.05 MUNICIPAL COURT*

Division 1. Generally

Secs. 1.05.001–1.05.030 Reserved

Division 2. Judge*

Sec. 1.05.031 Purpose

It is the purpose and intent of this division to provide for the appointment and qualifications of the recorder of the municipal court of the city, as provided in V.T.C.A., Government Code section 29.004. (2007 Code, sec. 7.02.001)

State law reference—Reference in state law to “recorder” means “judge of the municipal court,” V.T.C.A., Government Code, sec. 29.004(d).

Sec. 1.05.032 Qualifications

The recorder of the municipal court shall be a qualified elector and does not necessarily reside within the corporate limits of the city. (2007 Code, sec. 7.02.002)

Sec. 1.05.033 Appointment

(a) The recorder of the municipal court shall be appointed by the city council and serves until his/her successor is duly appointed and qualified by the city council.

(b) Appointments for the recorder of the municipal court may be made by ordinance, resolution or by motion duly made and seconded and in any event, of course, passed by the majority vote of the city council present at such meeting at which appointment is made.

(2007 Code, sec. 7.02.003)

State law reference—Term of municipal court judge, V.T.C.A., Government Code, sec. 29.005.

Secs. 1.05.034–1.05.060 Reserved

Division 3. Fines, Costs and Special Expenses†

Sec. 1.05.061 Warrant fees

(a) As authorized by applicable statutes of the state, the city does hereby impose fees for services of police officers of the city, which fees are to be paid by the defendant convicted of an offense, as set forth in V.T.C.A., Transportation Code, section 543.009.

(b) The fees, when collected, shall be paid into the city treasury for the use and benefit of the city.

(c) It is the intent of this section to adopt those fees as authorized by applicable statutes, and in the event of conflict it is understood that the statutory law shall in all things prevail.

(2007 Code, sec. 1.02.032)

State law reference—Compliance with or violation of promise to appear, V.T.C.A., Transportation Code, sec. 543.009.

Sec. 1.05.062 Local Consolidated Fee

(a) As authorized by applicable statutes of the state, the city shall collect \$14 as a court cost from a person convicted of a nonjailable misdemeanor offense, including a criminal violation of a municipal ordinance in addition to all other costs.

(b) The city shall allocate the consolidated fee received as follows:

- (1) Building Security Fund – 35% allocation
- (2) Court Technology Fund – 28.5714% allocation
- (3) Truancy Prevention and Diversion Fund – 35.7143%
- (4) Jury Fund - .7143%

Sec. 1.05.063 Building Security Fund

(a) Established. There is hereby created a municipal court building security fund. This fund shall be administered under the direction of the governing body of the city.

(b) Revenue Collection. Percentage allocation from the local consolidated fee. (c) Purposes. The municipal court building security fund may be used only to finance the following items when used for the purpose of providing security services for any buildings housing the municipal court of the city:

- (1) The purchase or repair of X-ray machines and conveying systems;
- (2) Hand-held metal detectors;
- (3) Walk-through metal detectors;
- (4) Identification cards and systems;
- (5) Electronic locking and surveillance equipment;
- (6) Bailiffs, deputy sheriffs, deputy constables, or contract security personal during times when they are providing appropriate security services;

- (7) Signage;
- (8) Confiscated weapon inventory and tracking systems;
- (9) Locks, chains or other security hardware; and
- (10) Any other item or service permitted by law.

(2007 Code, secs. 7.03.001–7.03.003)

State law reference—Authority to establish municipal court building security fund, Tex. Code Crim. Proc. art. 102.017.

Sec. 1.05.064 Technology Fund

(a) Established.

- (1) There is hereby created and established a municipal court technology fund, herein known as the fund, pursuant to article 102.0172 of the Code of Criminal Procedure.
- (2) The fund may be maintained in an interest-bearing account and may be maintained in the general revenue account.
- (3) This fund shall be administered under the direction of the governing body of the city.

(b) Revenue Collection. Percentage allocation from the local consolidated fee.

(c) Purposes.

- (1) The fund shall be used only to finance the purchase of technological enhancements for the municipal court of the city, including:
 - (A) Computer systems;
 - (B) Computer networks;
 - (C) Computer hardware;
 - (D) Computer software;
 - (E) Imaging systems;
 - (F) Electronic kiosks;
 - (G) Electronic ticket writers; or
 - (H) Docket management systems.

(2007 Code, secs. 7.04.001–7.04.003)

State law reference—Authority of municipality to establish municipal court technology fund, Tex. Code Crim. Proc. art. 102.0172.

Sec. 1.05.065 Truancy Prevention and Diversion Fund

(a) Established. There is hereby created a municipal truancy prevention and diversion fund. This fund shall be administered under the direction of the governing body of the city.

(b) Revenue Collection. Percentage allocation from the local consolidated fee.

(c) Purposes. The municipal truancy prevention and diversion fund may be used to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of a juvenile case manager. If there is money in the fund after those costs are paid, subject to the direction of the governing body of the city and on approval by the court, a juvenile case manager may direct the remaining money to be used to implement programs directly related to the duties of the juvenile case manager, including juvenile alcohol and substance abuse programs, educational and leadership programs and any other projects designed to prevent or reduce the number of juvenile referrals to the court.

State law reference—Authority to establish truancy prevention and diversion fund, Tex. Local Government Code sec. 134.156.

Sec. 1.05.066 Jury Fund

a) Established. There is hereby created a jury fund. This fund shall be administered under the direction of the governing body of the city.

(b) Revenue Collection. Percentage allocation from the local consolidated fee.

(c) Purposes. Money allocated to the jury fund may be utilized to fund juror reimbursements and otherwise finance jury services only.

State law reference—Authority to establish jury fund, Tex. Local Government Code sec. 134.154.

Regular City Council
**AGENDA ITEM
REPORT**



To: Regular City Council
Subject: Consideration and possible action on the first reading of an ordinance amending the City of Hutto Code of Ordinances (2014 Edition), Chapter 2 Administration and Personnel, Article 2.06 Finances, Appendix A Fee Schedule, A1.000 Development Services, Engineering and Construction, Article A4.000 Public Facility Rentals, Article A5.000 Utilities, A7.000 Library and A8.000 Miscellaneous Fees (Michel Sorrell)
Meeting: Regular City Council - 20 Feb 2020
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

In order for City to stay competitive and to adequately cover costs of service the fee schedule must be reviewed every few years. Staff has reviewed the current fee schedule to determine if City fees are appropriate for cost recovery, balancing expenditures and revenues, and how they compare to benchmark cities. The last fee change was in January 2018.

Not included in this fee schedule amendment are utility rates, drainage fees, or impact fees. In the past, the City has retained a consultant to assist with the arduous task of reviewing and recommending fee changes for the utility fund and impact fees. Utility fee calculations, as well as impact fees, depend on multiple sets of data and are controlled by additional regulatory statutes.

Proposed fee changes for Development Services, Parks and Recreation, Utilities, Library and Miscellaneous Fees are attached in Exhibit A, a red-lined version of the Fee Schedule.

ALTERNATIVES:

Staff recommends the consideration and approval of the first reading of the ordinance amending the City of Hutto's Fee Schedule.

ATTACHMENTS:

[REVISED 2020 Fee Schedule - Ordinance Clean](#)

ORDINANCE NO. _____

AN ORDINANCE PRESCRIBING CERTAIN FEES FOR THE CITY OF HUTTO, TEXAS AMENDING ALL APPLICABLE ORDINANCES AND OTHER INSTRUMENTS; PROVIDING FOR A SCHEDULE OF FEES AND CHARGES; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, a review has been made by the City Staff covering rates, fees and charges of the City of Hutto for certain services rendered or provided by the City of Hutto; and

WHEREAS, it is deemed advantageous to set out all of said rates, fees and charges in one ordinance for the convenience of the City of Hutto, its employees and the citizens of Hutto and the public in general; and

WHEREAS, it is the purpose and intent of this ordinance to adopt rate schedules, fees and charges for such utilities and services provided by the City of Hutto; and

WHEREAS, it is recognized that the existing ordinances covering the various rates, fees and charges are numerous and it is the purpose and intent of this ordinance to amend all of said prior ordinance so as to set forth the rate and fee schedules as provided herein.

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

SECTION 1.0 **Exhibit “A”** which is attached to this Ordinance as a reference and is incorporated into this Ordinance as presented, lists each of the specific fees and charges authorized by the City Council.

SECTION 2.0 All fees and charges specified in **Exhibit “A”** shall be in effect as of **March 5, 2020**, unless otherwise noted in **Exhibit “A”**.

SECTION 3.0 All ordinances heretofore adopted by this City covering the fees and charges as set forth in the ordinance be and each of said ordinances is hereby amended so as to incorporate therein the applicable fees as set forth and contained in **Exhibit “A”** of this ordinance.

SECTION 4.0 If any sentence, phrase, paragraph or other part of this ordinance should be held to be invalid by a court of competent jurisdiction such holding of invalidity shall not effect the remainder of this ordinance and all portions of this ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 5.0 All other terms and conditions contained in the amended ordinances, except as amended herein and hereby shall continue and remain in full force and effect.

SECTION 6.0 Publication. The City Secretary of the City of Hutto, Texas 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 7.0 Open Meetings 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 matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and APPROVED on first reading on this the **20th day of February, 2020**, at a regular meeting of the City Council of the City of Hutto, Texas.

READ, APPROVED and ADOPTED on second and final reading on this the **5th day of March, 2020**, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Doug Gaul, Mayor
Date Signed: _____

ATTEST:

SEAL

By: _____
Stacy Schmitt, City Secretary

ORDINANCE NO. _____

AN ORDINANCE PRESCRIBING CERTAIN FEES FOR THE CITY OF HUTTO, TEXAS AMENDING ALL APPLICABLE ORDINANCES AND OTHER INSTRUMENTS; PROVIDING FOR A SCHEDULE OF FEES AND CHARGES; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, a review has been made by the City Staff covering rates, fees and charges of the City of Hutto for certain services rendered or provided by the City of Hutto; and

WHEREAS, it is deemed advantageous to set out all of said rates, fees and charges in one ordinance for the convenience of the City of Hutto, its employees and the citizens of Hutto and the public in general; and

WHEREAS, it is the purpose and intent of this ordinance to adopt rate schedules, fees and charges for such utilities and services provided by the City of Hutto; and

WHEREAS, it is recognized that the existing ordinances covering the various rates, fees and charges are numerous and it is the purpose and intent of this ordinance to amend all of said prior ordinance so as to set forth the rate and fee schedules as provided herein.

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

SECTION 1.0 **Exhibit “A”** which is attached to this Ordinance as a reference and is incorporated into this Ordinance as presented, lists each of the specific fees and charges authorized by the City Council.

SECTION 2.0 All fees and charges specified in **Exhibit “A”** shall be in effect as of **March 5, 2020**, unless otherwise noted in **Exhibit “A”**.

SECTION 3.0 All ordinances heretofore adopted by this City covering the fees and charges as set forth in the ordinance be and each of said ordinances is hereby amended so as to incorporate therein the applicable fees as set forth and contained in **Exhibit “A”** of this ordinance.

SECTION 4.0 If any sentence, phrase, paragraph or other part of this ordinance should be held to be invalid by a court of competent jurisdiction such holding of invalidity shall not effect the remainder of this ordinance and all portions of this ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 5.0 All other terms and conditions contained in the amended ordinances, except as amended herein and hereby shall continue and remain in full force and effect.

SECTION 6.0 Publication. The City Secretary of the City of Hutto, Texas 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 7.0 Open Meetings 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 matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and APPROVED on first reading on this the **20th day of February, 2020**, at a regular meeting of the City Council of the City of Hutto, Texas.

READ, APPROVED and ADOPTED on second and final reading on this the **5th day of March, 2020**, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Doug Gaul, Mayor
Date Signed: _____

ATTEST:

SEAL

By: _____
Stacy Schmitt, City Secretary

ARTICLE 2.06 FINANCES

Sec. 2.06.004 Credit card payments

(a) All city officers, officials, and employees who collect or receive payment for fees, court costs, fines, and other charges owed to the city are authorized to accept payment of such by credit card, as may be authorized by the director of finance.

(b) ~~The fee charged by the credit card vendor will not be passed on to the customer, and the city will budget for these fees through the utility rates and fine collection costs. It shall be the policy of the city to assess a charge as provided in the fee schedule in appendix A of this code for each credit card transaction.~~

(c) Charges that are refused or not settled for any reason by the credit card processing contractor will be handled by the city in the same manner as returned checks.

ARTICLE 24.04 Water and Sewers

Sec. 24.04.074 Turn-off fee; reconnection of service

A ~~service~~ fee as provided in the fee schedule in [appendix A](#) of this code will be added to the water bill or wastewater bill automatically for each meter or address that is ~~to be on the turn-off list~~. At that time, a meter reading will be taken for each meter that is taken out of service with exception of wastewater accounts. Reconnections are completed during normal business hours, unless specifically requested by the customer, in accordance with [section 24.04.039](#). (2007 Code, sec. 13.02.064)

Sec. 24.04.075 Unauthorized use of water after turn-off

On the day after turn-offs have been completed, all unpaid accounts will be inspected to insure that the water is still off. If it is found that the water meter is on or the water meter reading has changed, indicating water has been used, the water meter will again be turned off and a locking device will be employed to insure the water meter remains turned off. In such an event, another ~~service~~ fee as provided in the fee schedule in [appendix A](#) of this code will automatically be added to the balance of the bill. (2007 Code, sec. 13.02.065)

Sec. 24.04.076 Removal of locking device

On the day after the water meters have been locked out, all unpaid accounts will again be inspected to insure that the water meter is still locked out. If it is found that the locking device has been removed, then the following actions shall occur:

(1) A fee as provided in the fee schedule in [appendix A](#) of this code will be added to the water bill for the damage and removal of the locking device; and

(2) The water meter cut-off valve will again be locked out ~~and or~~ the water meter will be removed from the service connection. A fee as provided in the fee schedule in [appendix A](#) of this code will be charged for resetting the water meter.

CITY OF HUTTO CODE OF ORDINANCES

CHAPTER 2

ARTICLE 2.06 FINANCES

Sec. 2.06.004 Credit card payments

(a) All city officers, officials, and employees who collect or receive payment for fees, court costs, fines, and other charges owed to the city are authorized to accept payment of such by credit card, as may be authorized by the director of finance.

(b) It shall be the policy of the city to assess a charge as provided in the fee schedule in appendix A of this code for each credit card transaction.

(c) Charges that are refused or not settled for any reason by the credit card processing contractor will be handled by the city in the same manner as returned checks.

CHAPTER 24

ARTICLE 24.04 Water and Sewers

Sec. 24.04.074 Turn-off fee; reconnection of service

A fee as provided in the fee schedule in [appendix A](#) of this code will be added to the water bill or wastewater bill automatically for each meter or address that is on the turn-off list. At that time, a meter reading will be taken for each meter that is taken out of service with exception of wastewater accounts. Reconnections are completed during normal business hours, unless specifically requested by the customer, in accordance with [section 24.04.039](#). (2007 Code, sec. 13.02.064)

Sec. 24.04.075 Unauthorized use of water after turn-off

On the day after turn-offs have been completed, all unpaid accounts will be inspected to insure that the water is still off. If it is found that the water meter is on or the water meter reading has changed, indicating water has been used, the water meter will again be turned off and a locking device will be employed to insure the water meter remains turned off. In such an event, another fee as provided in the fee schedule in [appendix A](#) of this code will automatically be added to the balance of the bill. (2007 Code, sec. 13.02.065)

Sec. 24.04.076 Removal of locking device

On the day after the water meters have been locked out, all unpaid accounts will again be inspected to insure that the water meter is still locked out. If it is found that the locking device has been removed, then the following actions shall occur:

- (1) A fee as provided in the fee schedule in [appendix A](#) of this code will be added to the water bill for the damage and removal of the locking device; and
- (2) The water meter cut-off valve will again be locked out or the water meter will be removed from the service connection. A fee as provided in the fee schedule in [appendix A](#) of this code will be charged for resetting the water meter.

Exhibit A

APPENDIX A

FEE SCHEDULE (~~01/18/2018~~) 02/20/2020

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

- (a) Temporary use permits: \$300.00.
- (b) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (c) Planned unit developments (PUD): \$2,750.00 up to 20 acres. \$100.00 for each additional 5 acres.
- (d) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- (e) Zoning variance: \$400.00.
- (f) Development agreements: \$1,000.00.
- (g) Form based code submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (h) Form based code amendment: 75% of regular form based code submittal fee.
- (i) Annexation (voluntary): \$500.00.
- (j) Specific use permit: \$500.00.
- (k) Zoning verification letter: \$50.00.**
- (l) Warrant (historic district only): \$100.00.**
- (m) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- (n) Technology fee: \$25.00 except where indicated by**.

*Notices—Written notice of each public hearing before the planning and zoning commission on a proposed change in a zoning classification or a specific use permit shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within a 200-foot radius of the affected area. All application fees include the initial notification fees. However, subsequent notifications will be charged to the applicant prior to making each additional notice at the rate of \$5.00 per notice. For large scale projects with over 50 mailed notices, an additional fee of \$1.00 per letter shall be charged for each mailing.

(o) Notices:

- 1) Published: \$150.00
- 2) Mailed: \$1.00 per mailed notice
 - a. ***For residential variances, the first fifty (50) notices are included in the initial application fee. Any notices over fifty (50) shall be \$1.00 per notice.
- 3) On-Site Public Hearing Notification Sign: \$25.00 per sign
- 4) Written notice of each public hearing before the Planning and Zoning Commission and/or City Council shall adhere to the following chart:

Procedure	Published	Mailed	Notification Distance	On-site public hearing notification signs placed	Notice Posted on the City Website
Planning Policy					
Comprehensive Plan Text Amendment	•				•
Comprehensive Plan Map Amendment	•				•
Code Amendment	•				•

Annexation					
Voluntary	•	•	200 feet		•
Involuntary	•	•	200 feet		•
Zoning					
Zoning Application	•	•	600 feet*	•	•
PUD Development Plan/Rezoning	•	•	600 feet*	•	•
Specific Use Permit	•	•	600 feet*	•	•
Platting					
Preliminary Plat	•	•	200 feet		•
Replat	•	•	200 feet		•
Variances					
Residential Variance***	•	•	200 feet	•	•
Commercial Variance	•	•	600 feet*	•	•
Historic Preservation					
Certificate of Appropriateness					•

*Any proposed building over four-stories shall require an additional 100ft distance per floor up to a maximum 1,000ft notification distance.

Sec. A1.002 Appeals

- (a) Administrative appeal (zoning board of adjustment): \$500.00.**
- (b) All other appeals (city council): \$150.00.**

Sec. A1.003 Subdivision fees

- (a) Development assessment review: \$1,100.00.
- (b) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (c) Major subdivision preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- (d) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (e) Plat vacation: \$500.00.
- (f) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- (g) Major/minor plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- (h) Minor/short form final plat: \$500.00.
- (i) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00*. Requires amendment plat.
- (j) GIS fee: \$25.00.**
- (k) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
- (l) Plan extension request (1-year extension): \$250.00.**
- (m) Subdivision public improvements/construction plan review: ~~\$400.00/acre~~ 0.3% of Engineer's Opinion of Probable Cost.
- (n) Legal lot determination: \$50.00.**
- (o) Subdivision variance: \$300.00.
- (p) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- (q) Technology fee: \$25.00 except where indicated by.**
- (r) Service extension request application fees:
 - (1) Request not requiring city participation: \$200.00

- (2) Request requiring city participation: \$500.00.
- (3) Technology fee: \$25.00.

Sec. A1.004 Development fees

- (a) Parkland development fee:
 - (1) Residential: \$500.00 per unit.
 - (2) Nonresidential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.
- (b) Parkland fee-in-lieu of land dedication fees:
 - (1) Residential:
 - (A) Single-family: \$300.00 per unit.
 - (B) Multifamily: \$175.00 per unit.

Sec. A1.005 Site plan fees

- (a) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250.00 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.
 - (1) Technology fee: \$25.00.
- (b) Site inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (c) Site inspection fee (public improvements only): 3% of cost of public improvements.
- (d) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (e) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- (f) Right-of-way use permit fees. Driveway/flatwork/sidewalk/curb cut only:
 - (1) Application fee: \$100.00.
 - (2) Inspection fee: \$65.00.
 - (3) Technology fee: \$5.00.
- (g) Right-of-way use permit fees:
 - (1) Application fee (applied to inspection fee): \$500.00
 - (2) \$500.00 or 3% of construction cost inspection fee, whichever is greater.
- (h) Clearing and grading permit fees:
 - (1) Application fee: \$100.00
 - (2) Technology fee: \$7.00

Sec. A1.006 Building plan review fees

Building plan review fees:

- (1) New residential building permit fee: \$1,600.00 flat fee.
- (2) Residential addition building permit fee: \$25.00
- (3) Commercial: 65% of commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (4) Certificate of appropriateness (historic district only):
 - (A) Minor projects: \$30.00
 - (B) Major projects (i.e., new construction): \$250.00

(C) Technology fee: \$7.00

Sec. A1.007 Building permit fees

(a) Payment. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the building group and construction type.

(b) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections, reinspections are an additional fee.

Estimated Valuation	Fee
\$1.00 to \$5,000.00	\$25.00
\$5,001.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$99.69 for the first \$10,000.00 plus \$7.70 for each additional \$1,000.00
\$25,001.00 to \$50,000.00	\$215.19 for the first \$25,000.00 plus \$5.56 for each additional \$1,000.00
\$50,001.00 to \$100,000.00	\$354.19 for the first \$50,000.00 plus \$3.85 for each additional \$1,000.00
\$100,001.00 to \$500,000.00	\$546.69 for the first \$100,000.00 plus \$3.08 for each additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,778.69 for the first \$500,000.00 plus \$2.62 for each additional \$1,000.00
\$1,000,001.00 and up	\$3,088.69 for the first \$1,000,000.00 plus \$1.74 for each additional \$1,000.00

(1) Reinspections: \$65.00 each, after 3rd failed inspection, must wait 2 days for reinspection.

(2) Technology fee:

(A) Residential building permit: \$10.00.

(B) Commercial building permit: \$20.00.

(c) Miscellaneous permits/inspections by type:

(1) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by.**

(2) Move-in permit fee (modular structure): \$150.00.

(3) Demolition:

(A) Residential: \$50.00.

(B) Commercial: \$150.00.

(4) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s). Reinspections are an additional fee.

(5) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00, plus required inspection(s) fees. Reinspections are an additional fee.

(6) Pool permit (in ground): \$25.00 review fee, plus \$0.10 per square foot if over 200 square

feet, plus required inspection(s) fees. Reinspections are an additional fee.

(7) Pool permit (above ground, over 24" tall): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.

(8) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Reinspections are an additional fee.

(9) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.

(10) Tree removal permit:**

(A) Undeveloped or redevelopment site:

(i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.

(ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.

(B) Developed site:

(i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.

(ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.

(11) HUD-code manufactured home fees:

(A) Permit application fee: \$100.00.

(B) License application or renewal fees: \$50.00.

(C) License transfer fee: \$50.00.

(12) Sign permits:

(A) Regular signs (on buildings or freestanding):

(i) Signs meeting code requirements, fee due upon application: \$5.00 per square foot of facing.

(ii) Sign master plan application fee: \$100.00.

(B) Signs requiring variances:

(i) Processing fee: \$100.00.

(ii) If variance approved: \$15.00 per square foot of facing.

(iii) If variance approved for sign master plan: \$10.00 per square foot of facing.

(C) Temporary signs:

(i) Temporary commercial signage, per sign: \$50.00.

(ii) A-frame sign: \$30.00 (1 year).

(iii) Public information sign: Permit required; no fee.**

(iv) Political sign: No permit required; no fee.**

(13) Certificate of occupancy (change of commercial tenant or ownership): \$50.00.

(14) Temporary certificate of occupancy: \$250.00 per issuance.

(15) Occupation of a structure prior to issuance of a certificate of occupancy: \$100.00 per day of occupancy prior to issuance of a certificate of occupancy.

(16) Temporary job/construction trailer: \$30.00.

(17) Remodel-residential: \$50.00 plus required inspection(s) fees. Reinspections are an additional fee. (No plan review fee required.)

(18) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.

(19) All inspections and reinspections not listed above: \$50.00 each.** After 3rd failed inspection, must wait 2 days for reinspection and reinspection is \$100.00.

Sec. A1.008 Map and plan documents

- (a) Printed map products:
- (1) Black and white or color map:
 - (A) 8.5" x 11": \$5.00.
 - (B) 11" x 17": \$10.00.
 - (C) 34" x 48": \$20.00.
 - (2) Map tube: \$2.00.
 - (3) Postage: \$4.00 depending on additional postage fees.
 - (4) 2-day request: \$40.00.
 - (5) As-built plans (24" x 36"): \$10.00.
- (b) GIS/CD/e-mail products:
- (1) PDF file: \$10.00.
 - (2) JPG file: \$10.00.
 - (3) CD: \$15.00.
 - (4) DVD: \$15.00.
 - (5) Postage: \$4.00 depending on additional postage fees.
 - (6) Shape file:
 - (A) Each layer: \$35.00.
 - (B) Parcel layer: \$70.00.
 - (7) Aerial:
 - (A) Individual panels (per panel): \$35.00.
 - (B) All panels: \$860.00.
 - (8) As-built plans (electronic): \$25.00.
- (c) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the planning director, the customer will be charged on a per-hour basis. \$75.00 for the first hour, \$35.00 for each additional hour.

ARTICLE A2.000 PUBLIC SAFETY

Formatted: Not Highlight

Sec. A2.001 Police department fees

- (a) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.
- (b) Accident reports, per report: \$6.00.
- (c) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.
- (d) Alarm fees: State law. Amount allowable under SB 568.
- (e) Business alarm permits (annual fee): \$50.00.
- (f) Residential alarm permits (annual fee): \$25.00.

Sec. A2.002 Animal control fees

Animal control: [chapter 4](#) of the Code of Ordinances. All fees set forth shall apply as adopted by the county commissioner's court for the regional animal shelter, as amended.

- (1) Dog registration for sterilized animal, per tag: \$5.00.
- (2) Dog registration for unsterilized animal, per tag: \$10.00.
- (3) Impoundment fee, registered: \$30.00.
- (4) Impoundment fee, unregistered: \$60.00.
- (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
- (6) Holding fee, per day: \$10.00.

- (7) Rabies vaccination, per animal: \$15.00.
- (8) Pick up deceased owner animal, per animal: \$25.00.
- (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
- (10) Additional drop-off fee with litter, per occurrence: \$25.00.

Sec. A2.003 Traffic fines

- (a) The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.
- (b) Maximum fines. The maximum fine for most municipal court cases is as follows:
 - (1) Traffic violations: \$200.00.
 - (A) \$200.00 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.
 - (B) Additional fee applies if speeding in a school zone.
 - (2) Penal violations: \$500.00.

Sec. A2.004 City ordinances

As stated in chapter 1, [section 1.01.009](#) of the code, the city council may establish the following penalties:

- (1) A fine up to \$2,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
- (2) A fine up to \$4,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse; and
- (3) A fine up to \$500.00 for all other city violations.

Sec. A2.005 Unlawful passing of school buses

Unlawfully passing a school bus is punishable by a fine of \$500.00–\$1,250.00 for first offense, or \$1,000.00–\$2,000.00 for second or subsequent offense.

Sec. A2.006 Failure to maintain motor vehicle liability insurance

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175.00 or more than \$350.00; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350.00 or more than \$1,000.00.

Sec. A2.007 Parked in handicap zone

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500.00 or more than \$750.00; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550.00 or more than \$800.00; and if that person has been convicted three times of this offense, a fine of not less than \$800.00 or more than \$1,100.00.

Sec. A2.008 ~~Time payment fee (chapter 51 of Government Code section 51.921)~~

~~Municipal court shall collect a fee of \$25.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date judgment is entered.~~

Time Payment Reimbursement fee (Article 102.030 Code of Criminal Procedure)

Municipal Court shall collect a fee of \$15.00 from a person, who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date Judgment is entered.

Sec. A2.009 Food sanitation fees (25 Texas Administrative Code section 229.161–171, 229.173–175)

Fees under this subsection are to be reviewed and regulated by the county and cities health district.

ARTICLE A3.000 PUBLIC WORKS

Sec. A3.001 Solid waste collection

- (a) Monthly fees are based on cart selection. Bulky waste pickup is not included with the 65-gallon solid waste cart selection.

	95-gal. solid waste	95-gal. solid waste	65-gal. solid waste	65-gal. solid waste
	95-gal. recycling	65-gal. recycling	95-gal. recycling	65-gal. recycling
Solid waste	\$9.75	\$9.75	\$8.40	\$8.40
Recycling	\$3.75	\$3.10	\$3.75	\$3.10
Bulky waste	\$0.45	\$0.45	n/a	n/a
Street maintenance (6%)	\$0.84	\$0.80	\$0.73	\$0.69
Sales tax (8.25%)	\$1.22	\$1.16	\$1.06	\$1.01
Total monthly cost	\$16.01	\$15.26	\$13.94	\$13.20

- (b) Additional carts: 50% of monthly rate.
(c) Tenant clean out (includes up to 10 cubic yards): \$150.00.
(d) Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup.

Sec. A3.002 Assessments

- (a) Lot cleanup: Actual cost plus \$100.00 administrative fee.

ARTICLE A4.000 PUBLIC FACILITY RENTALS

Sec. A4.001 Facilities and equipment rental

Rental procedures and forms will be set and made available through the parks and recreation department.

(A) A security deposit shall be required to rent park facilities, athletic fields and concession facilities. Upon inspection and determination that facilities have not been damaged and clean-up cost have not been incurred, the deposit shall be refunded.

(B) A fee will be charged for the preparation of athletic fields (striping).

(C) A per hour, per staff member fee will be charged if a city employee is required to be present during usage.

Resident and nonresident individuals, clubs, organizations or businesses may rent parks and recreation facilities and athletic fields, when available, for a fee per function as follows:

- (1) Park facilities.

	Resident	Nonresident	Nonprofit	Deposit
-	-	-	-	-
Pavilions (2 Hour Minimum)	-	-	-	-
Fritz Park	\$20.00/hour	\$30.00/hour	\$10.00/hour	\$100.00
Hutto Lake Park	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00
Country Estate Park	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00
Glenwood Splash Pad	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00

Saul House	-	-	-	-
Full Day (4+ hours)	\$300.00/day	\$400.00/day	\$150/day	\$100.00
Half Day (1-3 hours)	\$75.00/hour	\$150.00/hour	\$40/hour	\$100.00
Gin at the Co-Op	-	-	-	-
Full Day (4+ hours)	\$500.00	\$600.00/day	\$300.00/day	\$250.00
Half Day (1-3 hours)	\$100.00/hour	\$200.00/hour	\$50.00/hour	\$250.00
Special event co-op grounds fee (combine with Gin rental)	\$250.00/day	\$250.00/day	\$250.00/day	N/A
Meeting Room (2 hour minimum)	-	-	-	-
Per Hour	\$25.00	\$30.00	\$10.00	\$100.00

	<u>Resident</u>	<u>Nonresident</u>	<u>Deposit - Private Parties</u>	<u>Deposit - Corporations</u>
<u>Fritz Park Large Pavilion</u>				
Hourly Rate (2 HR Minimum)	\$50	\$100	\$200	\$400
Half Day Rate	\$300	\$450	\$200	\$400
Full Day Rate	\$600	\$900	\$200	\$400
<u>Fritz Park Party Pavilion</u>				
Hourly Rate (2 HR Minimum)	\$50	\$75	\$200	\$400
Full Day Rate	\$300	\$450	\$200	\$400
<u>Fritz Splash Pad and Pavilion</u>				
After Hours Rental	\$300	\$450	\$100	N/A
<u>Hutto Community Park Pavilion</u>				
Hourly Rate (2 HR Minimum)	\$20	\$40	\$200	\$400
Half Day Rate	\$100	\$200	\$200	\$400
Full Day Rate	\$200	\$400	\$200	\$400

<u>Hutto Park at Brushy Creek Pavilions</u>				
Hourly Rate (2 HR Minimum)	\$50	\$100	\$200	\$400
Half Day Rate	\$300	\$450	\$200	\$400

Full Day Rate	\$600	\$900	\$200	\$400
Hutto Lake Park Pavilion				
Hourly Rate (2 HR Minimum)	\$30	\$50	\$200	\$400
Half Day Rate	\$150	\$250	\$200	\$400
Full Day Rate	\$300	\$500	\$200	\$400
Hutto Lake Park Pavilion				
Hourly Rate (2 HR Minimum)	\$30	\$50	\$200	\$400
Half Day Rate	\$150	\$250	\$200	\$400
Full Day Rate	\$300	\$500	\$200	\$400
Glenwood Pavilion				
Hourly Rate (2 HR Minimum)	\$20	\$40	\$200	\$400
Half Day Rate	\$100	\$200	\$200	\$400
Full Day Rate	\$200	\$400	\$200	\$400

(2) Athletic fields-~~rental fees~~:

Rental-Type	Resident	Nonresident	Deposit
Tournaments- per field per day	-	-	-
Holmstrom Field	\$250.00/day	\$350.00/day	\$400.00
Old Hippo Stadium	\$250.00/day	\$350.00/day	\$400.00
Fritz Park Youth Baseball Field	\$125.00/day	\$225.00/day	\$200.00
Fritz Park Youth Softball Field	\$125.00/day	\$225.00/day	\$200.00
Creekside Field 1-4	\$125.00/day	\$225.00/day	\$200.00
Clinics, practices, games- per field per hour	-	-	-
Holmstrom Field	\$50.00/hour	\$75.00/hour	\$100.00
Old Hippo Stadium	\$50.00/hour	\$75.00/hour	\$100.00
Fritz Park Youth Baseball Field	\$25.00/hour	\$50.00/hour	\$100.00
Fritz Park Youth Softball Field	\$25.00/hour	\$50.00/hour	\$100.00
Creekside Field 1-4	\$25.00/hour	\$50.00/hour	\$100.00
Other fees	-	-	-

Light fee	\$25.00/hour	\$25.00/hour	N/A
Concession stand (if available)	\$50.00/day	\$75.00/day	N/A
PARD staff fee, per person	\$25.00/hour	\$25.00/hour	N/A

	<u>Resident</u>	<u>Nonresident</u>	<u>Deposit (Hourly)</u>	<u>Deposit (4 or more hours)</u>
<u>Holmstrom Field</u>				
Hourly (lights)	<u>\$100</u>	<u>\$125</u>	<u>\$100</u>	<u>\$400</u>
Hourly (no lights)	<u>\$75</u>	<u>\$100</u>	<u>\$100</u>	<u>\$400</u>
<u>Nguven Field</u>				
Hourly (lights)	<u>\$150</u>	<u>\$175</u>	<u>\$100</u>	<u>\$400</u>
Hourly (no lights)	<u>\$75</u>	<u>\$100</u>	<u>\$100</u>	<u>\$400</u>
<u>Mager Fields (per field)</u>				
Hourly (lights)	<u>\$100</u>	<u>\$125</u>	<u>\$100</u>	<u>\$400</u>
Hourly (no lights)	<u>\$75</u>	<u>\$100</u>	<u>\$100</u>	<u>\$400</u>
<u>Creekside Fields (per field)</u>				
Hourly (no lights)	<u>\$25</u>	<u>\$50</u>	<u>\$100</u>	<u>N/A</u>

(3) Concession Facilities:

	<u>Resident Daily Rate</u>	<u>Nonresident Daily Rate</u>	<u>Deposit</u>	
<u>Holmstrom</u>				
Monday – Friday	<u>\$15</u>	<u>\$15</u>	<u>\$300</u>	
Saturday – Sunday	<u>\$50</u>	<u>\$50</u>	<u>\$300</u>	
<u>Mager</u>				
Monday – Friday	<u>\$15</u>	<u>\$15</u>	<u>\$300</u>	
Saturday – Sunday	<u>\$50</u>	<u>\$50</u>	<u>\$300</u>	

(4) Field Preparation and Staffing:

	<u>Football</u>	<u>Soccer</u>	<u>Baseball/Softball</u>	
<u>Striping Fee</u>	<u>\$150</u>	<u>\$100</u>	<u>\$35</u>	
<u>Staffing (as needed, hourly)</u>	<u>\$25</u>	<u>\$25</u>	<u>\$25</u>	

~~(A) A security deposit shall be required to rent city parks and recreation facilities and athletic fields. Upon inspection and determination that facilities have not been damaged and clean-up cost have not been incurred, the deposit shall be refunded.~~

~~(B) A per hour, per staff member fee will be charged to the renter if it is necessary that a city employee be present during usage.~~

~~(3)(5) Equipment:~~

~~(A) Recreation eEquipment can may be obtained rented from the parks and recreation department, if available, in conjunction with a paid facility field rental and deposit.~~

<u>Type of Equipment</u>	<u>Resident</u>	<u>Nonresident</u>
<u>Recreation Kit</u>	<u>\$25.00/day</u>	<u>\$30.00/day</u>

<u>Equipment – Per Day</u>	<u>Fee</u>
<u>Field Equipment</u>	<u>\$35</u>

Sec. A4.002 Youth sports association facility fees

~~(a) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. The fee may be no less than \$1.00 per participant.~~

~~(ab) All youth associations will be required to pay no less than a \$5.00 nonresident fee per season for each nonresident child in the association.~~

~~(bc) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.~~

<u>Youth Leagues</u>	<u>Fees</u>
<u>Electric Rate - Hourly</u>	<u>\$20</u>
<u>Per Non-Resident Rate</u>	<u>\$5</u>

Sec. A4.003 Recreation program fees

All recreation program fees are set by the Recreation Manager and approved by the director of parks and recreation on a case-by-case basis. Nonresidents shall pay a \$5.00 surcharge per class.

ARTICLE A5.000 UTILITIES

Sec. A5.001 Deposits for water and wastewater accounts

Deposits for all water and wastewater accounts per connection. If average monthly consumption is found to be in excess of the minimum, the customer may be assessed an additional deposit as determined by the city manager.

(1) Water and wastewater, per customer:

- (A) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or through a credit check.
- (B) Average payment history: \$150.00.**
- (C) Poor payment history: \$250.00.**

*\$150.00 deposit will be charged for any customer without a deposit who is disconnected for nonpayment.

**An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(2) Wastewater only:

- (A) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or a through credit check.
- (B) Average payment history: \$100.00.**
- (C) Poor payment history: \$200.00.**

**An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(3) Nonresidential deposits: Nonresidential deposits are outlined in [section 24.04.038](#) in the Code of Ordinances. The minimum nonresidential deposit is equal to the residential deposit.

(4) Temporary meters, per meter: \$1,500.00.

Sec. A5.002 Connection fees

(a) Water:

- (1) 5/8" and 3/4" meter: \$600.00.
- (2) 1" meter: \$750.00.
- (3) 1-1/2" meter: \$1,100.00.
- (4) 2" meter: \$1,300.00.
- (5) Above 2" meter: Actual meter costs plus \$300.00.

(b) Wastewater:

- (1) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.
- (2) Above 8" meter: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

Sec. A5.003 Other service charges

(a) New account charge/transfer account charge: \$35.00.

(b) Disconnection/reconnection Processing -fee due to disconnection of services for nonpayment: \$50.00. (Jonah and Manville customers will be assessed [this processing fee plus](#) an additional \$50.00 [disconnect fee charged by those providers.](#))

(c) After-hours connection fee/reconnection fee: \$50.00 in addition to above.

(d) Meter reread charge: \$25.00.

(e) Tampering with a locking device: \$250.00.

(f) Return Trip Fee: \$35, required if technician has to return location to connect water due to customer action.

(g) Temporary Fire Hydrant Backflow Prevention Testing: \$75.00.

Sec. A5.004 Impact fees

(a) For plats recorded prior to February 1, 2013.

(1) Water, per service unit equivalent: \$4,363.00.

(2) Wastewater, per service unit equivalent: \$1,068.00.

(b) For plats recorded after February 1, 2013.

(1) Water, per service unit equivalent: \$3,625.00.

(2) Wastewater, per service unit equivalent: \$2,128.00.

Sec. A5.005 Retail water and wastewater rates

(a) Outside city rates: Outside city rates are 1.15 times inside city rates.

(b) Water rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1,274.39	\$1,465.55

(2) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Single-family residential:		
Monthly use between:		
0 to 5,000 gallons	\$7.82	\$9.00
5,001 to 12,000 gallons	\$8.50	\$9.78
12,001 to 25,000 gallons	\$8.90	\$10.24

	25,001 gallons or more	\$9.70	\$11.16
	Nonresidential, all consumption	\$8.57	\$9.86
	Irrigation, all consumption	\$8.90	\$10.24
	Construction, all consumption	\$8.90	\$10.23

(c) Wastewater rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.31	\$29.11
1" meter	\$39.49	\$43.68
1-1/2" meter	\$63.29	\$72.78
2" meter	\$126.56	\$145.56
3" meter	\$202.50	\$232.88
4" meter	\$405.01	\$465.75
6" meter	\$632.83	\$727.76
8" meter	\$1,265.66	\$1,455.51

(2) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Residential*	\$6.33	\$7.28
Nonresidential**	\$7.28	\$8.36

(3) Monthly rate (volume and demand):

	Inside City	Outside City
Flat rate customers	\$60.38	\$69.43

(4) Drainage fee: \$4.00 per customer per month.

*Based on winter water use average.

**Based on monthly water meter readings. Nonresidential customers with a 5/8" or 3/4" water meter will continue to base their bill on the winter water use average unless a separate irrigation meter is installed. Wastewater-only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with [section 24.04.040](#) and disconnection for nonpayment.

Sec. A5.006 Unmetered fire protection systems

Unmetered fire protection systems, per connection, minimum charge per month, per service size:

- (1) 2-inch: \$8.00.
- (2) 6-inch: \$20.00.
- (3) 8-inch: \$30.00.

Sec. A5.007 Bulk water rate

Bulk water rate per 1,000 gallons: \$3.50.

Sec. A5.008 Drought contingency plan fees

(a) Water allocation surcharges for stage 6 response:

(1) Single-family residential customers:

- (A) \$10.00 for the first 1,000 gallons over allocation.
- (B) \$15.00 for the second 1,000 gallons over allocation.
- (C) \$20.00 for the third 1,000 gallons over allocation.
- (D) \$25.00 for each additional 1,000 gallons over allocation.

(2) Master-metered multifamily residential customers:

- (A) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- (B) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- (C) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- (D) \$25.00 thereafter for each additional 1,000 gallons over allocation.

(3) Commercial customers:

- (A) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - (i) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - (ii) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - (iii) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - (iv) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (B) Customers whose allocation is 3,000 gallons per month or more:
 - (i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - (ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - (iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - (iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(4) Industrial customers:

- (A) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - (i) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

- (ii) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
- (iii) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
- (iv) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (B) Customers whose allocation is 3,000 gallons per month or more:
 - (i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - (ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - (iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - (iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(b) Reconnection charge: Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00.

ARTICLE A6.000 BUSINESSES

Sec. A6.001 Wine and beer retailer permit

Wine and beer retailer permit: \$25.00.

Sec. A6.002 Peddlers, solicitors, distributors, itinerant vendors and mobile street vendors

- (a) Peddler/solicitor: \$25.00 for each person permitted.
- (b) Distributor: \$25.00 for each person or group of persons.
- (c) Itinerant vendors/mobile street vendors:
 - (1) 14-day permit: \$25.00 fee.
 - (2) 30-day permit: \$35.00 fee.
 - (3) 90-day permit: \$75.00 fee.
 - (4) 180-day permit: \$100.00 fee.

ARTICLE A7.000 LIBRARY

- (a) Library cards:
 - (1) Nonresident:
 - (A) Family: No family cards.
 - (B) Individual: People not living within the city limits and children not currently enrolled in Hutto ISD schools may obtain a library card for \$10.00 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.
 - (2) Replacement:
 - (A) For 1st replacement: \$1.00.
 - (B) All additional replacement cards: \$5.00.
- (b) Copy/print and fax:
 - (1) Black and white, per impression: \$0.10.
 - (2) Color, per impression: \$0.25.
 - (3) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local, toll free and long distance digital faxing. \$1.00 for the first page and \$0.25 for subsequent pages for local faxes and \$2.00 for

the first page and \$0.50 each for subsequent pages if sending it to a long-distance fax number within the U.S. No international or incoming faxes allowed.

- (c) Fines and fees:
 - (1) Overdue books, per day, up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.
 - (2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.
- (d) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

- (a) Special events permit application fee: \$50.00.
- (b) Street closure permit application fee: \$25.00.
- (c) Fireworks display permit application fee: \$40.00.
- (d) Film application fee: \$500.00.
 - (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - (2) Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
 - (5) Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.
- (e) Brush collection by city after storm:
 - (1) Minimum: \$15.00.
 - (2) Additional time in increments of five minutes: \$5.00.
- (f) Returned check fee (for any city payment): \$30.00.
- (g) Credit card processing fee, per transaction: ~~\$4.00~~; Processing fee of 2% of the charge amount per transaction.

(Ordinance O-18-01-18-8B, ex. A, adopted 1/18/18)

Exhibit B

APPENDIX A FEE SCHEDULE (02/20/2020)

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

- (a) Temporary use permits: \$300.00.
- (b) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (c) Planned unit developments (PUD): \$2,750.00 up to 20 acres. \$100.00 for each additional 5 acres.
- (d) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- (e) Zoning variance: \$400.00.
- (f) Development agreements: \$1,000.00.
- (g) Form based code submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (h) Form based code amendment: 75% of regular form based code submittal fee.
- (i) Annexation (voluntary): \$500.00.
- (j) Specific use permit: \$500.00.
- (k) Zoning verification letter: \$50.00.**
- (l) Warrant (historic district only): \$100.00.**
- (m) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- (n) Technology fee: \$25.00 except where indicated by**.
- (o) Notices:
 - 1) Published: \$150.00
 - 2) Mailed: \$1.00 per mailed notice
 - a. ***For residential variances, the first fifty (50) notices are included in the initial application fee. Any notices over fifty (50) shall be \$1.00 per notice.
 - 3) On-Site Public Hearing Notification Sign: \$25.00 per sign
 - 4) Written notice of each public hearing before the Planning and Zoning Commission and/or City Council shall adhere to the following chart:

Procedure	Published	Mailed	Notification Distance	On-site public hearing notification signs placed	Notice Posted on the City Website
Planning Policy					
Comprehensive Plan Text Amendment	•				•
Comprehensive Plan Map Amendment	•				•
Code Amendment	•				•

Procedure	Published	Mailed	Notification Distance	On-site public hearing notification signs placed	Notice Posted on the City Website
Annexation					
Voluntary	•	•	200 feet		•
Involuntary	•	•	200 feet		•
Zoning					
Zoning Application	•	•	600 feet*	•	•
PUD Development Plan/Rezoning	•	•	600 feet*	•	•
Specific Use Permit	•	•	600 feet*	•	•
Platting					
Preliminary Plat	•	•	200 feet		•
Replat	•	•	200 feet		•
Variances					
Residential Variance***	•	•	200 feet	•	•
Commercial Variance	•	•	600 feet*	•	•
Historic Preservation					
Certificate of Appropriateness					•

*Any proposed building over four-stories shall require an additional 100ft distance per floor up to a maximum 1,000ft notification distance.

Sec. A1.002 Appeals

- (a) Administrative appeal (zoning board of adjustment): \$500.00.**
- (b) All other appeals (city council): \$150.00.**

Sec. A1.003 Subdivision fees

- (a) Development assessment review: \$1,100.00.
- (b) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (c) Major subdivision preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- (d) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (e) Plat vacation: \$500.00.
- (f) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- (g) Major/minor plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- (h) Minor/short form final plat: \$500.00.
- (i) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00*. Requires amendment plat.
- (j) GIS fee: \$25.00.**
- (k) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
- (l) Plan extension request (1-year extension): \$250.00.**

- (m) Subdivision public improvements/construction plan review: 0.3% of Engineer's Opinion of Probable Cost.
- (n) Legal lot determination: \$50.00.**
- (o) Subdivision variance: \$300.00.
- (p) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- (q) Technology fee: \$25.00 except where indicated by.**
- (r) Service extension request application fees:
 - (1) Request not requiring city participation: \$200.00
 - (2) Request requiring city participation: \$500.00.
 - (3) Technology fee: \$25.00.

Sec. A1.004 Development fees

- (a) Parkland development fee:
 - (1) Residential: \$500.00 per unit.
 - (2) Nonresidential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.
- (b) Parkland fee-in-lieu of land dedication fees:
 - (1) Residential:
 - (A) Single-family: \$300.00 per unit.
 - (B) Multifamily: \$175.00 per unit.

Sec. A1.005 Site plan fees

- (a) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250.00 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.
 - (1) Technology fee: \$25.00.
- (b) Site inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (c) Site inspection fee (public improvements only): 3% of cost of public improvements.
- (d) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (e) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- (f) Right-of-way use permit fees. Driveway/flatwork/sidewalk/curb cut only:
 - (1) Application fee: \$100.00.
 - (2) Inspection fee: \$65.00.
 - (3) Technology fee: \$5.00.
- (g) Right-of-way use permit fees:
 - (1) Application fee (applied to inspection fee): \$500.00
 - (2) \$500.00 or 3% of construction cost inspection fee, whichever is greater.
- (h) Clearing and grading permit fees:
 - (1) Application fee: \$100.00
 - (2) Technology fee: \$7.00

Sec. A1.006 Building plan review fees

Building plan review fees:

- (1) New residential building permit fee: \$1,600.00 flat fee.

- (2) Residential addition building permit fee: \$25.00
- (3) Commercial: 65% of commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (4) Certificate of appropriateness (historic district only):
 - (A) Minor projects: \$30.00
 - (B) Major projects (i.e., new construction): \$250.00
 - (C) Technology fee: \$7.00

Sec. A1.007 Building permit fees

(a) Payment. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the building group and construction type.

(b) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections, reinspections are an additional fee.

Estimated Valuation	Fee
\$1.00 to \$5,000.00	\$25.00
\$5,001.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$99.69 for the first \$10,000.00 plus \$7.70 for each additional \$1,000.00
\$25,001.00 to \$50,000.00	\$215.19 for the first \$25,000.00 plus \$5.56 for each additional \$1,000.00
\$50,001.00 to \$100,000.00	\$354.19 for the first \$50,000.00 plus \$3.85 for each additional \$1,000.00
\$100,001.00 to \$500,000.00	\$546.69 for the first \$100,000.00 plus \$3.08 for each additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,778.69 for the first \$500,000.00 plus \$2.62 for each additional \$1,000.00
\$1,000,001.00 and up	\$3,088.69 for the first \$1,000,000.00 plus \$1.74 for each additional \$1,000.00

- (1) Reinspections: \$65.00 each, after 3rd failed inspection, must wait 2 days for reinspection.
- (2) Technology fee:
 - (A) Residential building permit: \$10.00.
 - (B) Commercial building permit: \$20.00.
- (c) Miscellaneous permits/inspections by type:
 - (1) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by.**
 - (2) Move-in permit fee (modular structure): \$150.00.
 - (3) Demolition:

- (A) Residential: \$50.00.
- (B) Commercial: \$150.00.
- (4) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s). Reinspections are an additional fee.
- (5) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00, plus required inspection(s) fees. Reinspections are an additional fee.
- (6) Pool permit (in ground): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.
- (7) Pool permit (above ground, over 24" tall): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.
- (8) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Reinspections are an additional fee.
- (9) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
- (10) Tree removal permit:**
 - (A) Undeveloped or redevelopment site:
 - (i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - (B) Developed site:
 - (i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- (11) HUD-code manufactured home fees:
 - (A) Permit application fee: \$100.00.
 - (B) License application or renewal fees: \$50.00.
 - (C) License transfer fee: \$50.00.
- (12) Sign permits:
 - (A) Regular signs (on buildings or freestanding):
 - (i) Signs meeting code requirements, fee due upon application: \$5.00 per square foot of facing.
 - (ii) Sign master plan application fee: \$100.00.
 - (B) Signs requiring variances:
 - (i) Processing fee: \$100.00.
 - (ii) If variance approved: \$15.00 per square foot of facing.
 - (iii) If variance approved for sign master plan: \$10.00 per square foot of facing.
 - (C) Temporary signs:
 - (i) Temporary commercial signage, per sign: \$50.00.
 - (ii) A-frame sign: \$30.00 (1 year).
 - (iii) Public information sign: Permit required; no fee.**

- (iv) Political sign: No permit required; no fee.**
- (13) Certificate of occupancy (change of commercial tenant or ownership): \$50.00.
- (14) Temporary certificate of occupancy: \$250.00 per issuance.
- (15) Occupation of a structure prior to issuance of a certificate of occupancy: \$100.00 per day of occupancy prior to issuance of a certificate of occupancy.
- (16) Temporary job/construction trailer: \$30.00.
- (17) Remodel-residential: \$50.00 plus required inspection(s) fees. Reinspections are an additional fee. (No plan review fee required.)
- (18) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.
- (19) All inspections and reinspections not listed above: \$50.00 each.** After 3rd failed inspection, must wait 2 days for reinspection and reinspection is \$100.00.

Sec. A1.008 Map and plan documents

(a) Printed map products:

- (1) Black and white or color map:
 - (A) 8.5" x 11": \$5.00.
 - (B) 11" x 17": \$10.00.
 - (C) 34" x 48": \$20.00.
- (2) Map tube: \$2.00.
- (3) Postage: \$4.00 depending on additional postage fees.
- (4) 2-day request: \$40.00.
- (5) As-built plans (24" x 36"): \$10.00.

(b) GIS/CD/e-mail products:

- (1) PDF file: \$10.00.
- (2) JPG file: \$10.00.
- (3) CD: \$15.00.
- (4) DVD: \$15.00.
- (5) Postage: \$4.00 depending on additional postage fees.
- (6) Shape file:
 - (A) Each layer: \$35.00.
 - (B) Parcel layer: \$70.00.
- (7) Aerial:
 - (A) Individual panels (per panel): \$35.00.
 - (B) All panels: \$860.00.
- (8) As-built plans (electronic): \$25.00.

(c) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the planning director, the customer will be charged on a per-hour basis. \$75.00 for the first hour, \$35.00 for each additional hour.

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

- (a) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.
- (b) Accident reports, per report: \$6.00.
- (c) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.

- (d) Alarm fees: State law. Amount allowable under SB 568.
- (e) Business alarm permits (annual fee): \$50.00.
- (f) Residential alarm permits (annual fee): \$25.00.

Sec. A2.002 Animal control fees

Animal control: [chapter 4](#) of the Code of Ordinances. All fees set forth shall apply as adopted by the county commissioner's court for the regional animal shelter, as amended.

- (1) Dog registration for sterilized animal, per tag: \$5.00.
- (2) Dog registration for unsterilized animal, per tag: \$10.00.
- (3) Impoundment fee, registered: \$30.00.
- (4) Impoundment fee, unregistered: \$60.00.
- (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
- (6) Holding fee, per day: \$10.00.
- (7) Rabies vaccination, per animal: \$15.00.
- (8) Pick up deceased owner animal, per animal: \$25.00.
- (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
- (10) Additional drop-off fee with litter, per occurrence: \$25.00.

Sec. A2.003 Traffic fines

(a) The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.

(b) Maximum fines. The maximum fine for most municipal court cases is as follows:

- (1) Traffic violations: \$200.00.
 - (A) \$200.00 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.
 - (B) Additional fee applies if speeding in a school zone.
- (2) Penal violations: \$500.00.

Sec. A2.004 City ordinances

As stated in chapter 1, [section 1.01.009](#) of the code, the city council may establish the following penalties:

- (1) A fine up to \$2,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
- (2) A fine up to \$4,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse; and
- (3) A fine up to \$500.00 for all other city violations.

Sec. A2.005 Unlawful passing of school buses

Unlawfully passing a school bus is punishable by a fine of \$500.00–\$1,250.00 for first offense, or \$1,000.00–\$2,000.00 for second or subsequent offense.

Sec. A2.006 Failure to maintain motor vehicle liability insurance

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175.00 or more than \$350.00; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350.00 or more than \$1,000.00.

Sec. A2.007 Parked in handicap zone

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500.00 or more than \$750.00; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550.00 or more than \$800.00; and if that person has been convicted three times of this offense, a fine of not less than \$800.00 or more than \$1,100.00.

Sec. A2.008**Time Payment Reimbursement fee (Article 102.030 Code of Criminal Procedure)**

Municipal Court shall collect a fee of \$15.00 from a person, who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date Judgment is entered.

Sec. A2.009 Food sanitation fees (25 Texas Administrative Code section 229.161–171, 229.173–175)

Fees under this subsection are to be reviewed and regulated by the county and cities health district.

ARTICLE A3.000 PUBLIC WORKS**Sec. A3.001 Solid waste collection**

(a) Monthly fees are based on cart selection. Bulky waste pickup is not included with the 65-gallon solid waste cart selection.

	95-gal. solid waste	95-gal. solid waste	65-gal. solid waste	65-gal. solid waste
	95-gal. recycling	65-gal. recycling	95-gal. recycling	65-gal. recycling
Solid waste	\$9.75	\$9.75	\$8.40	\$8.40
Recycling	\$3.75	\$3.10	\$3.75	\$3.10
Bulky waste	\$0.45	\$0.45	n/a	n/a
Street maintenance (6%)	\$0.84	\$0.80	\$0.73	\$0.69
Sales tax (8.25%)	\$1.22	\$1.16	\$1.06	\$1.01
Total monthly cost	\$16.01	\$15.26	\$13.94	\$13.20

(b) Additional carts: 50% of monthly rate.

(c) Tenant clean out (includes up to 10 cubic yards): \$150.00.

(d) Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup.

Sec. A3.002 Assessments

(a) Lot cleanup: Actual cost plus \$100.00 administrative fee.

ARTICLE A4.000 PUBLIC FACILITY RENTALS**Sec. A4.001 Facilities and equipment rental**

Rental procedures and forms will be set and made available through the parks and recreation department.

(A) A security deposit shall be required to rent park facilities, athletic fields and concession facilities. Upon inspection and determination that facilities have not been damaged and clean-up cost have not been incurred, the deposit shall be refunded.

(B) A fee will be charged for the preparation of athletic fields (striping).

(C) A per hour, per staff member fee will be charged if a city employee is required to be present during usage.

(1) Park facilities.

	Resident	Nonresident	Deposit - Private Parties	Deposit - Corporations
Fritz Park Large Pavilion				
Hourly Rate (2 HR Minimum)	\$50	\$100	\$200	\$400
Half Day Rate	\$300	\$450	\$200	\$400
Full Day Rate	\$600	\$900	\$200	\$400
Fritz Park Party Pavilion				
Hourly Rate (2 HR Minimum)	\$50	\$75	\$200	\$400
Full Day Rate	\$300	\$450	\$200	\$400
Fritz Splash Pad and Pavilion				
After Hours Rental	\$300	\$450	\$100	N/A
Hutto Community Park Pavilion				
Hourly Rate (2 HR Minimum)	\$20	\$40	\$200	\$400
Half Day Rate	\$100	\$200	\$200	\$400
Full Day Rate	\$200	\$400	\$200	\$400
Hutto Park at Brushy Creek Pavilions				
Hourly Rate (2 HR Minimum)	\$50	\$100	\$200	\$400
Half Day Rate	\$300	\$450	\$200	\$400
Full Day Rate	\$600	\$900	\$200	\$400
Hutto Lake Park Pavilion				
Hourly Rate (2 HR Minimum)	\$30	\$50	\$200	\$400
Half Day Rate	\$150	\$250	\$200	\$400
Full Day Rate	\$300	\$500	\$200	\$400

	Resident	Nonresident	Deposit - Private Parties	Deposit - Corporations
Hutto Lake Park Pavilion				
Hourly Rate (2 HR Minimum)	\$30	\$50	\$200	\$400
Half Day Rate	\$150	\$250	\$200	\$400
Full Day Rate	\$300	\$500	\$200	\$400
Glenwood Pavilion				
Hourly Rate (2 HR Minimum)	\$20	\$40	\$200	\$400
Half Day Rate	\$100	\$200	\$200	\$400
Full Day Rate	\$200	\$400	\$200	\$400

(2) Athletic fields

	Resident	Nonresident	Deposit (Hourly)	Deposit (4 or more hours)
Holmstrom Field				
Hourly (lights)	\$100	\$125	\$100	\$400
Hourly (no lights)	\$75	\$100	\$100	\$400
Nguyen Field				
Hourly (lights)	\$150	\$175	\$100	\$400
Hourly (no lights)	\$75	\$100	\$100	\$400
Mager Fields (per field)				
Hourly (lights)	\$100	\$125	\$100	\$400
Hourly (no lights)	\$75	\$100	\$100	\$400
Creekside Fields (per field)				
Hourly (no lights)	\$25	\$50	\$100	N/A

(3) Concession Facilities:

	Resident Daily Rate	Nonresident Daily Rate	Deposit	
Holmstrom				
Monday – Friday	\$15	\$15	\$300	
Saturday – Sunday	\$50	\$50	\$300	
Mager				
Monday – Friday	\$15	\$15	\$300	
Saturday – Sunday	\$50	\$50	\$300	

(4) Field Preparation and Staffing:

	Football	Soccer	Baseball/Softball	
Striping Fee	\$150	\$100	\$35	
Staffing (as needed, hourly)	\$25	\$25	\$25	

(5) Equipment:

Equipment may be rented if available, in conjunction with a paid field rental and deposit.

Equipment – Per Day	Fee
Field Equipment	\$35

Sec. A4.002 Youth sports association facility fees

(a) All youth associations will be required to pay no less than a \$5.00 nonresident fee per season for each nonresident child in the association.

(b) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.

Youth Leagues	Fees
Electric Rate - Hourly	\$20
Per Non-Resident Rate	\$5

Sec. A4.003 Recreation program fees

All recreation program fees are set by the Recreation Manager and approved by the director of parks and recreation on a case-by-case basis. Nonresidents shall pay a \$5.00 surcharge per class.

ARTICLE A5.000 UTILITIES

Sec. A5.001 Deposits for water and wastewater accounts

Deposits for all water and wastewater accounts per connection. If average monthly consumption is found to be in excess of the minimum, the customer may be assessed an additional deposit as determined by the city manager.

(a) Water and wastewater, per customer:

- (1) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or through a credit check.
- (2) Average payment history: \$150.00.**
- (3) Poor payment history: \$250.00.**

*\$150.00 deposit will be charged for any customer without a deposit who is disconnected for nonpayment.

**An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(b) Wastewater only:

- (1) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or a through credit check.
- (2) Average payment history: \$100.00.**
- (3) Poor payment history: \$200.00.**

**An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(c) Nonresidential deposits: Nonresidential deposits are outlined in [section 24.04.038](#) in the Code of Ordinances. The minimum nonresidential deposit is equal to the residential deposit.

(d) Temporary meters, per meter: \$1,500.00.

Sec. A5.002 Connection fees

(a) Water:

- (1) 5/8" and 3/4" meter: \$600.00.
- (2) 1" meter: \$750.00.
- (3) 1-1/2" meter: \$1,100.00.
- (4) 2" meter: \$1,300.00.
- (5) Above 2" meter: Actual meter costs plus \$300.00.

(b) Wastewater:

- (1) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.
- (2) Above 8" meter: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

Sec. A5.003 Other service charges

- (a) New account charge/transfer account charge: \$35.00.
- (b) Processing fee due to disconnection of services for nonpayment: \$50.00. (Jonah and Manville customers will be assessed this processing fee plus an additional \$50.00 disconnect fee charged by those providers.)
- (c) After-hours connection fee/reconnection fee: \$50.00 in addition to above.
- (d) Meter reread charge: \$25.00.
- (e) Tampering with a locking device: \$250.00.
- (f) Return Trip Fee: \$35, required if technician has to return location to connect water due to customer action.
- (g) Temporary Fire Hydrant Backflow Prevention Testing: \$75.00.

Sec. A5.004 Impact fees

- (a) For plats recorded prior to February 1, 2013.
 - (1) Water, per service unit equivalent: \$4,363.00.
 - (2) Wastewater, per service unit equivalent: \$1,068.00.
- (b) For plats recorded after February 1, 2013.
 - (1) Water, per service unit equivalent: \$3,625.00.
 - (2) Wastewater, per service unit equivalent: \$2,128.00.

Sec. A5.005 Retail water and wastewater rates

- (a) Outside city rates: Outside city rates are 1.15 times inside city rates.
- (b) Water rates:
 - (1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1,274.39	\$1,465.55

(2) Volume rate (per 1,000 gallons):

		Inside City	Outside City
Single-family residential:			
	Monthly use between:		
	0 to 5,000 gallons	\$7.82	\$9.00
	5,001 to 12,000 gallons	\$8.50	\$9.78
	12,001 to 25,000 gallons	\$8.90	\$10.24
	25,001 gallons or more	\$9.70	\$11.16
Nonresidential, all consumption		\$8.57	\$9.86
Irrigation, all consumption		\$8.90	\$10.24
Construction, all consumption		\$8.90	\$10.23

(c) Wastewater rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.31	\$29.11
1" meter	\$39.49	\$43.68
1-1/2" meter	\$63.29	\$72.78
2" meter	\$126.56	\$145.56
3" meter	\$202.50	\$232.88
4" meter	\$405.01	\$465.75
6" meter	\$632.83	\$727.76
8" meter	\$1,265.66	\$1,455.51

(2) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Residential*	\$6.33	\$7.28
Nonresidential**	\$7.28	\$8.36

(3) Monthly rate (volume and demand):

	Inside City	Outside City
Flat rate customers	\$60.38	\$69.43

(4) Drainage fee: \$4.00 per customer per month.

*Based on winter water use average.

**Based on monthly water meter readings. Nonresidential customers with a 5/8" or 3/4" water meter will continue to base their bill on the winter water use average unless a separate irrigation meter is installed. Wastewater-only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with [section 24.04.040](#) and disconnection for nonpayment.

Sec. A5.006 Unmetered fire protection systems

Unmetered fire protection systems, per connection, minimum charge per month, per service size:

- (a) 2-inch: \$8.00.
- (b) 6-inch: \$20.00.
- (c) 8-inch: \$30.00.

Sec. A5.007 Bulk water rate

Bulk water rate per 1,000 gallons: \$3.50.

Sec. A5.008 Drought contingency plan fees

(a) Water allocation surcharges for stage 6 response:

(1) Single-family residential customers:

- (A) \$10.00 for the first 1,000 gallons over allocation.
- (B) \$15.00 for the second 1,000 gallons over allocation.
- (C) \$20.00 for the third 1,000 gallons over allocation.
- (D) \$25.00 for each additional 1,000 gallons over allocation.

(2) Master-metered multifamily residential customers:

- (A) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- (B) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- (C) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- (D) \$25.00 thereafter for each additional 1,000 gallons over allocation.

(3) Commercial customers:

- (A) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - (i) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - (ii) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - (iii) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - (iv) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (B) Customers whose allocation is 3,000 gallons per month or more:
 - (i) 3 times the block rate for each 1,000 gallons in excess of the allocation

up through 5 percent above allocation.

(ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(4) Industrial customers:

(A) Customers whose allocation is 0 gallons through 3,000 gallons per month:

(i) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

(ii) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.

(iii) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

(iv) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

(B) Customers whose allocation is 3,000 gallons per month or more:

(i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(b) Reconnection charge: Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00.

ARTICLE A6.000 BUSINESSES

Sec. A6.001 Wine and beer retailer permit

Wine and beer retailer permit: \$25.00.

Sec. A6.002 Peddlers, solicitors, distributors, itinerant vendors and mobile street vendors

(a) Peddler/solicitor: \$25.00 for each person permitted.

(b) Distributor: \$25.00 for each person or group of persons.

(c) Itinerant vendors/mobile street vendors:

(1) 14-day permit: \$25.00 fee.

(2) 30-day permit: \$35.00 fee.

(3) 90-day permit: \$75.00 fee.

(4) 180-day permit: \$100.00 fee.

ARTICLE A7.000 LIBRARY

- (a) Library cards:
 - (1) Nonresident:
 - (A) Family: No family cards.
 - (B) Individual: People not living within the city limits and children not currently enrolled in Hutto ISD schools may obtain a library card for \$10.00 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.
 - (2) Replacement:
 - (A) For 1st replacement: \$1.00.
 - (B) All additional replacement cards: \$5.00.
- (b) Copy/print and fax:
 - (1) Black and white, per impression: \$0.10.
 - (2) Color, per impression: \$0.25.
 - (3) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local, toll free and long distance digital faxing. No international or incoming faxes allowed.
- (c) Fines and fees:
 - (1) Overdue books, per day, up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.
 - (2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.
- (d) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

- (a) Special events permit application fee: \$50.00.
- (b) Street closure permit application fee: \$25.00.
- (c) Fireworks display permit application fee: \$40.00.
- (d) Film application fee: \$500.00.
 - (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - (2) Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
 - (5) Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.
- (e) Brush collection by city after storm:
 - (1) Minimum: \$15.00.
 - (2) Additional time in increments of five minutes: \$5.00.
- (f) Returned check fee (for any city payment): \$30.00.
- (g) Credit card processing fee, per transaction: Processing fee of 2% of the charge amount per transaction.

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: A Resolution of Support by the City of Hutto, Texas for the Proposed Low-income Housing Tax Credit Project Carver Ridge Apartments, LP
Meeting: Regular City Council - 20 Feb 2020
Department: Economic Development
Staff Contact: Jennifer Burrington

BACKGROUND INFORMATION:

The low-income housing tax credit (LIHTC) program is one of the federal government's primary policy tools for encouraging the development and rehabilitation of affordable rental housing. These nonrefundable federal housing tax credits are awarded to developers of qualified rental projects via a competitive application process administered by state housing finance authorities.

Carver Ridge Apartments, LP has proposed a development for affordable rental housing at South of CR 137 and CR 1660, named Carver Ridge Apartments in the City of Hutto, Williamson County, Texas. Carver Ridge Apartments, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for Carver Ridge Apartments.

FINANCIAL IMPACT:

The ultimate source of funding for the Housing Tax Credits (HTC) Program is authorized by the U.S. Treasury Department and is overseen by the Internal Revenue Service. During the time applications are being prepared for submission, local governments are often asked by developers for a resolution of support for the development, as well as, local funding or fee waivers to ensure the application is as competitive as possible when the going through the scoring process.

The City has been asked to provide a financial contribution in the form of **reduced building permit fees in the amount of Two Hundred Fifty Dollars (\$250.00)** to Carver Ridge Apartments, LP, if the Texas Department of Housing and Community Affairs award 9% Housing Tax Credits to Carver Ridge Apartments, LP.

RESOLUTION NO. R-_____

A RESOLUTION OF SUPPORT BY THE CITY OF HUTTO, TEXAS FOR THE PROPOSED LOW-
INCOME HOUSING TAX CREDIT PROJECT CARVER RIDGE APARTMENTS, LP

WHEREAS, **Carver Ridge Apartments, LP** has proposed a development for affordable rental housing at **South of CR 137 and CR 1660**, named Carver Ridge Apartments in the **City of Hutto, Williamson County, Texas**; and

WHEREAS, **Carver Ridge Apartments, LP** has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for Carver Ridge Apartments, and

It is hereby:

RESOLVED, that the City of Hutto, acting through its governing body, hereby confirms that it **supports** the proposed **Carver Ridge Apartments to be South of CR 137 and CR 1660, Hutto, TX in Williamson County** and that this formal action has been taken to put on record the opinion expressed by the **City on February XXXX, 2020 and**

FURTHER RESOLVED, that the City of Hutto, acting through its governing body, hereby confirms that it shall provide a financial contribution in the form of reduced building permit fees in the amount of Two Hundred Fifty Dollars (\$250.00) to Carver Ridge Apartments, LP, if the Texas Department of Housing and Community Affairs award 9% Housing Tax Credits to Carver Ridge Apartments, LP.

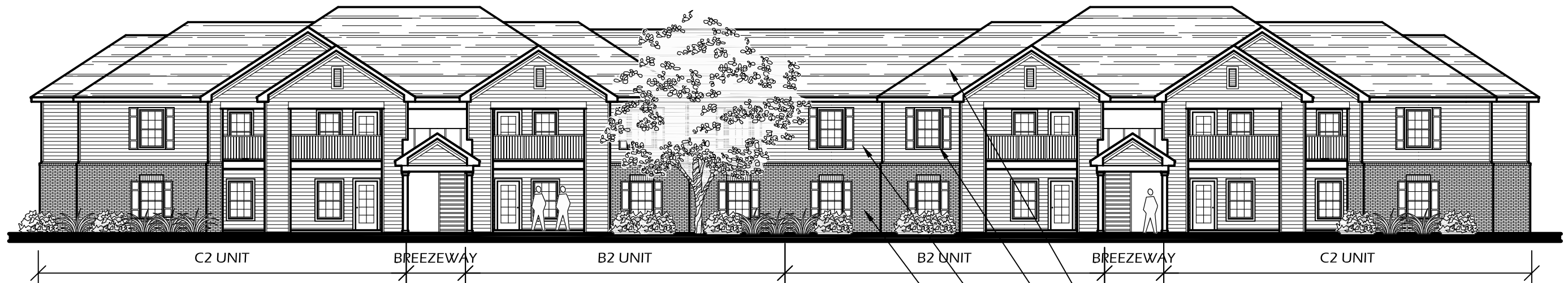
PASSED AND APPROVED this day the ____ of February 2020.

CITY OF HUTTO, TEXAS

By: _____
Doug Gaul, Mayor

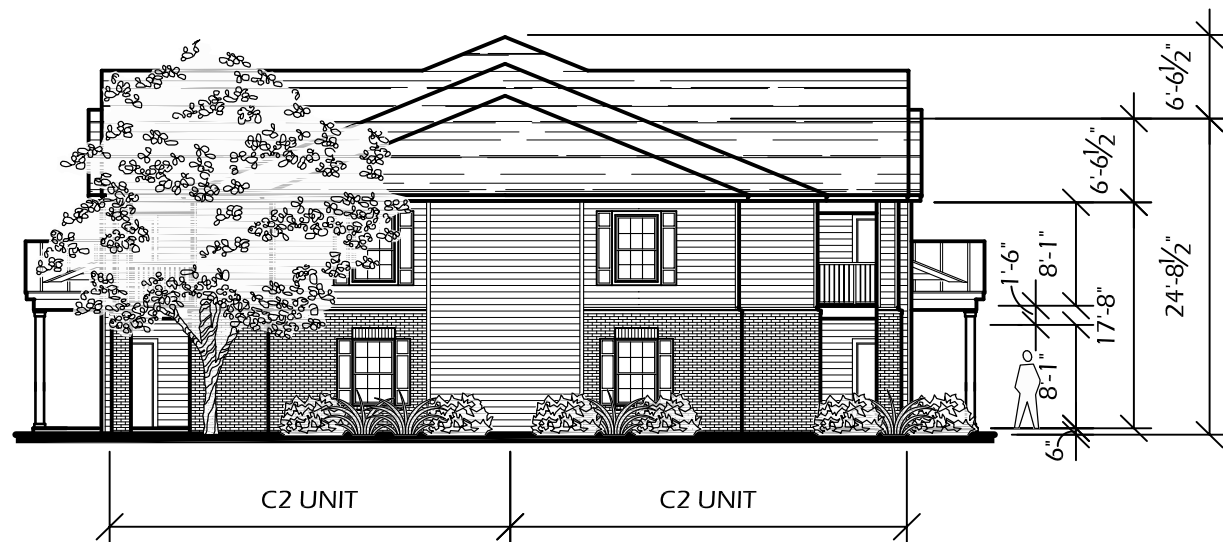
Attest:

By: _____
Stacy Schmitt, City Secretary



1 BUILDING #2 – FRONT & BACK ELEVATION

0 4' 8' 12' 16' 20'



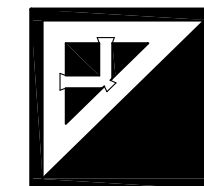
2 BUILDING #2 – TYPICAL END ELEVATION

FINISH MATERIALS

- 30 YEAR ARCHITECTURAL SHINGLE ROOFING ON DECK AND PRE-MFR TRUSSES
- VINYL WINDOWS (E-STAR RATED) WITH MFR-SHUTTERS
- CEMENT BOARD SIDING ON SHEATHING AND WOOD STUD FRAMING
- BRICK VENEER ON SHEATHING AND WOOD STUD FRAMING

Apartment Exterior Finishes

Total Cement Board	
Cement Board Siding Area	= (+/-60%)
Total Brick Area	= (+/-40%)
Total Masonry Finish	= (100%)



Parker Associates Tulsa
2202 E. 49th St, 200, Tulsa, OK 74105
(918)-742-2485
bhulst@parkertulsa.com

Zimmerman
Properties
Investments
LLC

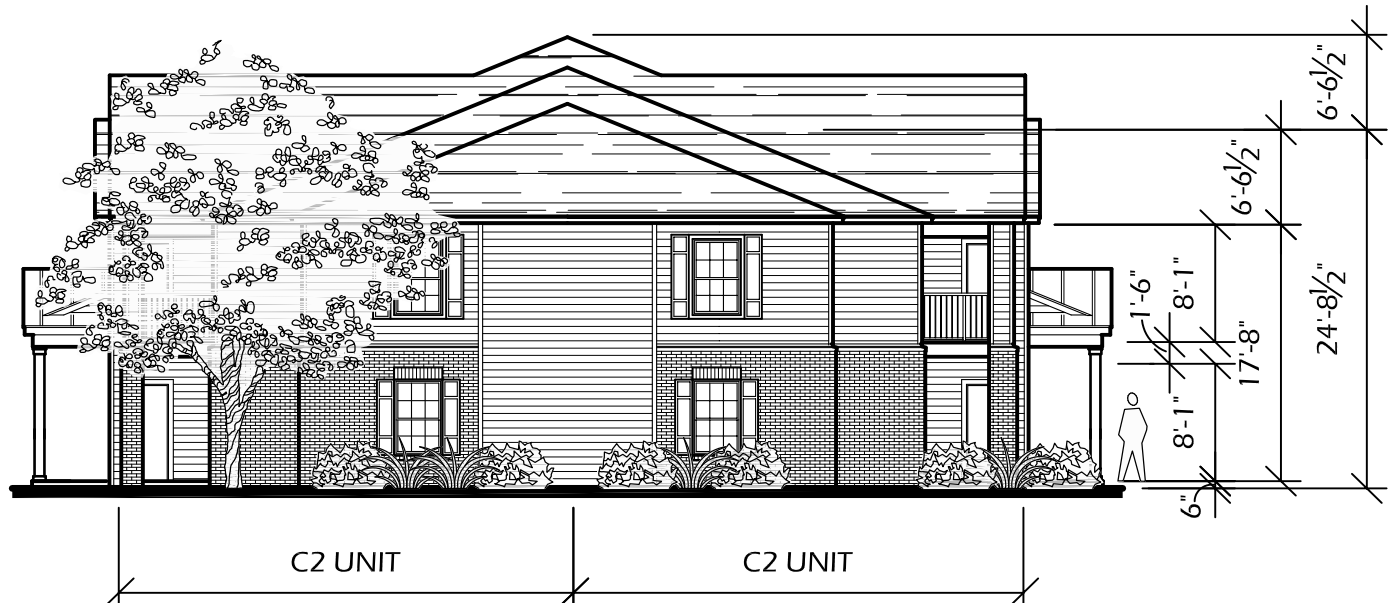
1329 E. Lark Street
Springfield, MO 65804
(417)-883-1632

Zimmerman Apartments

a 72 Unit Family Community in Hutto, Texas



1 BUILDINGS #3&4 – FRONT & BACK ELEVATION



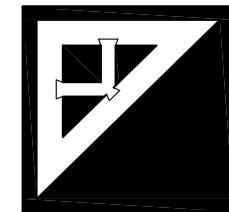
2 BUILDINGS #3&4 – TYPICAL END ELEVATION

FINISH MATERIALS	
30 YEAR ARCHITECTURAL SHINGLE ROOFING ON DECK AND PRE-MFR TRUSSES	
VINYL WINDOWS (E-STAR RATED) WITH MFR-SHUTTERS	
CEMENT BOARD SIDING ON SHEATHING AND WOOD STUD FRAMING	
BRICK VENEER ON SHEATHING AND WOOD STUD FRAMING	

Apartment Exterior Finishes	
Total Cement Board	
Cement Board Siding Area	= (+/-60%)
Total Brick Area	= (+/-40%)
Total Masonry Finish	= (100%)

Zimmerman Apartments

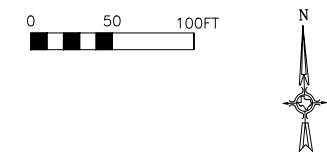
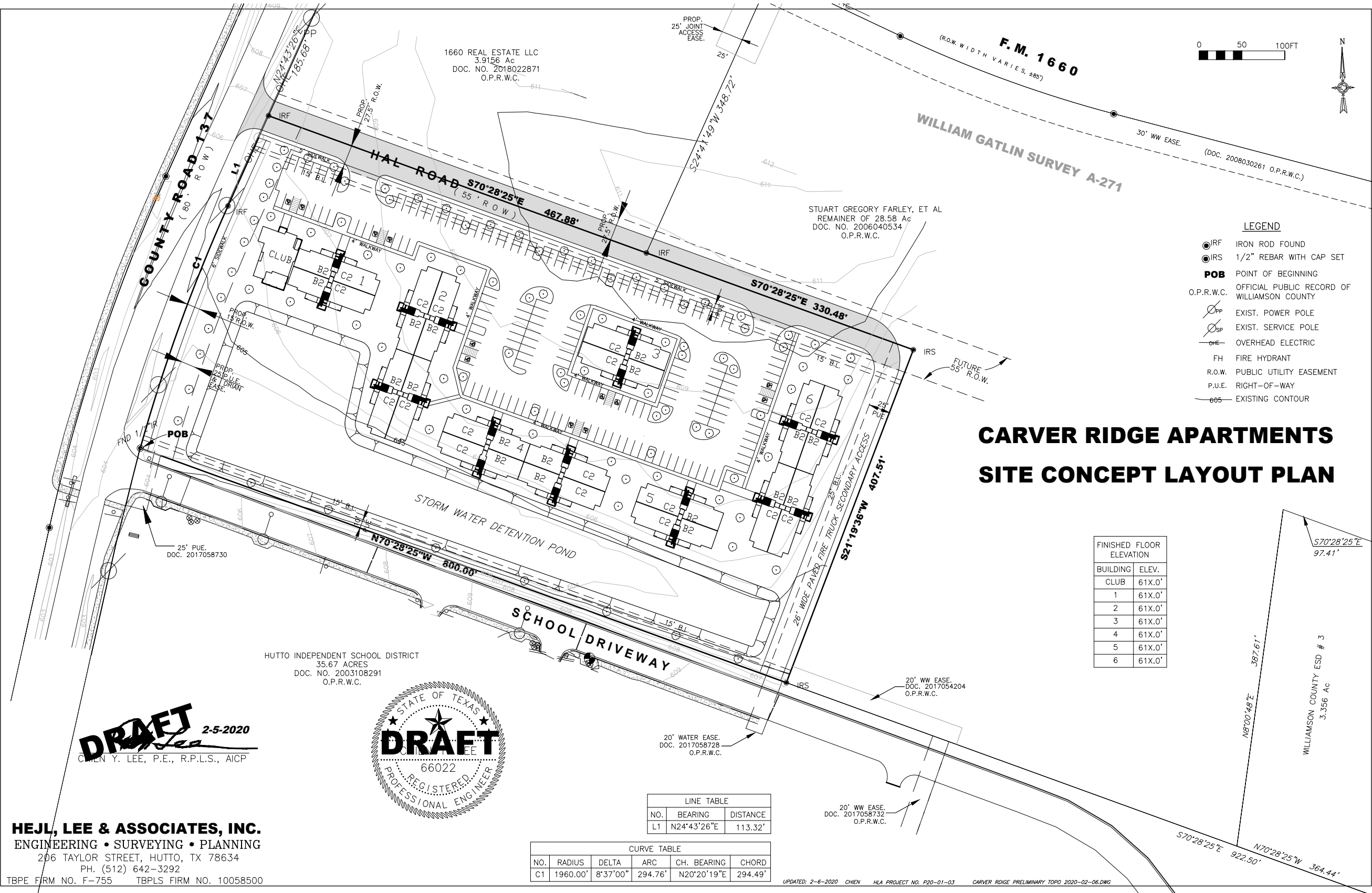
a 72 Unit Family Community in Hutto, Texas



Zimmerman
Properties
Investments
LLC

Parker Associates Tulsa
2202 E. 49th St, 200, Tulsa, OK 74105
(918)-742-2485
bhulst@parkertulsa.com

1329 E. Lark Street
Springfield, MO 65804
(417)-883-1632



- LEGEND**
- IRF IRON ROD FOUND
 - IRS 1/2" REBAR WITH CAP SET
 - POB POINT OF BEGINNING
 - O.P.R.W.C. OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY
 - PP EXIST. POWER POLE
 - SP EXIST. SERVICE POLE
 - OHE OVERHEAD ELECTRIC
 - FH FIRE HYDRANT
 - R.O.W. PUBLIC UTILITY EASEMENT
 - P.U.E. RIGHT-OF-WAY
 - 605 EXISTING CONTOUR

FINISHED FLOOR ELEVATION	
BUILDING	ELEV.
CLUB	61X.0'
1	61X.0'
2	61X.0'
3	61X.0'
4	61X.0'
5	61X.0'
6	61X.0'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N24°43'26"E	113.32'

CURVE TABLE				
NO.	RADIUS	DELTA	ARC	CH. BEARING
C1	1960.00'	8°37'00"	294.76'	N20°20'19"E

DRAFT 2-5-2020
CHEN Y. LEE, P.E., R.P.L.S., AICP



HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TX 78634
PH. (512) 642-3292
TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

UPDATED: 2-6-2020 CHEN HLA PROJECT NO. P20-01-03 CARVER RIDGE PRELIMINARY TOPO 2020-02-06.DWG

**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:

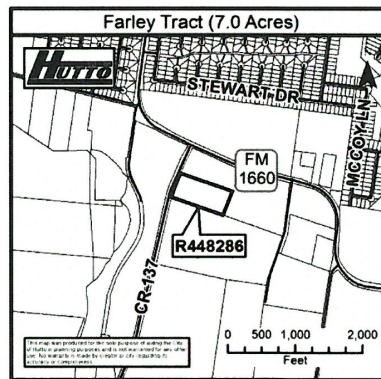
The zoning change for the Farley Tract, approximately 7.0 acres, out of the Wm. Gatlin Survey, Abstract No. 271, located on CR 137 south of FM 1660 S., from B-2 (general commercial) to MF (multifamily) zoning district.

A public hearing will be held on
August 18, 2016 at 7:00 p.m.

Hutto City Hall
401 W. Front St., Hutto, Texas

For additional information the public
may contact Development Services at
512-759-3479 or planning@huttotx.gov

Publication Date: July 31, 2016



7.0226 ACRE

FIELD NOTES

Being a tract of land located in the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas. Said 7.0226 acres being out of a called 28.58 acre tract of land recorded in the name of Stuart Gregory Farley in Document Number 2006040534 of the Official Public Records of Williamson County Texas (O.P.R.W.C.), said 7.0226 acre tract of land being more particularly described by metes and bounds description as follows (bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on GPS observations);

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 28.58 acre tract, said iron rod being the northwest corner of a called 35.67 acre tract of land recorded in the name of Hutto Independent School District in Document Number 2003108291, O.P.R.W.C., said iron rod also being on the easterly Right-of-Way (R.O.W.) line of County Road 137 (80-foot R.O.W.);

THENCE, with the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said County Road 137, the following two (2) courses and distances;

1. 294.76 feet along the arc of a curve to the right, said curve having a central angle of 08° 37' 00", a radius of 1,960.00 feet and a chord that bears N 20° 20' 19" E, a distance 294.49 feet to a 1/2-inch iron rod set;
2. N 24° 43' 26" E, a distance of 85.71 feet, to a 1/2-inch iron rod set, from which, a 5/8-inch iron rod found for an angle point on the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said County Road 137, bears N 24° 43' 26" E, a distance of 213.29 feet;

THENCE, through and across said 28.58 acre tract the following two (2) courses and distances;

1. S 70° 28' 25" E, a distance of 800.00 feet to a 1/2-inch iron rod set;
2. S 21° 19' 36" W, a distance of 380.00 feet to a 1/2-inch iron rod set on the southerly line of said 28.58 acre tract, said iron rod being on the northerly line of the aforesaid 35.67 acre tract, from which, a 5/8-inch iron rod found for the southeasterly corner of said 28.58 acre tract bears, S 70° 28' 25" E, a distance of 922.50 feet;

Thence, with the southerly line of said 28.58 acre tract and the northerly line of said 35.67 acre tract, N 70° 28' 25" W, a distance of 800.00 feet to the POINT OF BEGINNING and containing 7.0226 acre of land, more or less.

I hereby certify that the field notes were prepared by Hejl, Lee & Associates, Inc., from a survey made on the ground in February of 2016 under my supervision.

Prepared by Hejl, Lee & Associates, Inc. (TBPLS Firm No. 10058500)

Chien Y. Lee
Registered Professional Land Surveyor No. 5771
Date: March 1, 2016

FIELD DESCRIPTION 3-1-2016.DOC



SKETCH TO ACCOMPANY FIELD NOTES

0 100 200FT

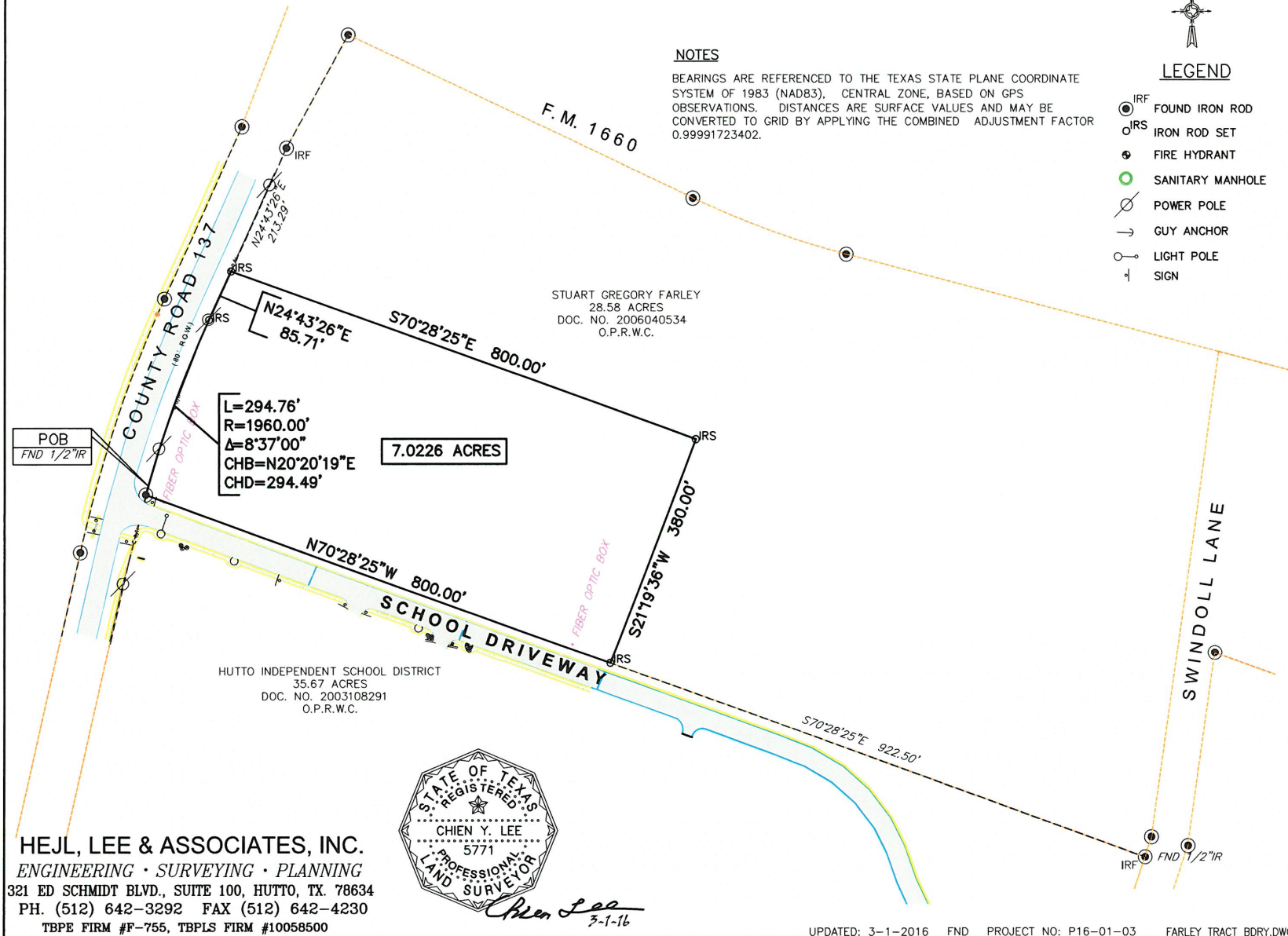


NOTES

BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS. DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY APPLYING THE COMBINED ADJUSTMENT FACTOR 0.99991723402.

LEGEND

- IRF FOUND IRON ROD
- IRS IRON ROD SET
- FIRE HYDRANT
- SANITARY MANHOLE
- ⊗ POWER POLE
- GUY ANCHOR
- LIGHT POLE
- ⊥ SIGN



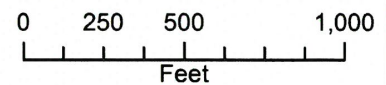
Farley Tract (7.0 Acres)



Map Document: (K:\SITE LOCATION MAPS\2016

Site Location Maps\CR_137\Farley_Tract.mxd)

7/22/2016 -- 4:56:15 PM



Regular City Council
**AGENDA ITEM
REPORT**



To: Regular City Council
Subject: Presentation of G.O. Bond issuance timeline and bond refunding. (Michel Sorrell)
Meeting: Regular City Council - 20 Feb 2020
Department: Finance
Staff Contact: Michel Sorrell

ATTACHMENTS:

[Hutto 2020 GO Timeline 1-30-2020](#)



City of Hutto, Texas
General Obligation Refunding & Improvement Bonds, Series 2020

Tentative Timeline of Events – Negotiated Sale

- | | | |
|------------------------------|---|---|
| Thursday, February 20, 2020* | • | City Council receives presentation from SPFI regarding the timeline and process to issue GO Bonds. |
| Week of March 2, 2020 | • | Bond Rating conference call (Update to November 2019 rating). |
| Tuesday, March 24, 2020 | • | S&P assigns bond rating. |
| Thursday, April 2, 2020* | • | Award. City Council considers an Ordinance authorizing the award of the GO Bonds to the underwriters. |
| Thursday, May 7, 2020 | • | Closing. GO Bonds are delivered and proceeds distributed. |

* Requires Official City Council Meeting.



City of Hutto, Texas
General Obligation Refunding & Improvement Bonds, Series 2020

Tentative Timeline of Events – Negotiated Sale

- | | | |
|------------------------------|---|---|
| Thursday, February 20, 2020* | • | City Council receives presentation from SPFI regarding the timeline and process to issue GO Bonds. |
| Week of March 2, 2020 | • | Bond Rating conference call (Update to November 2019 rating). |
| Tuesday, March 24, 2020 | • | S&P assigns bond rating. |
| Thursday, April 2, 2020* | • | Award. City Council considers an Ordinance authorizing the award of the GO Bonds to the underwriters. |
| Thursday, May 7, 2020 | • | Closing. GO Bonds are delivered and proceeds distributed. |

* Requires Official City Council Meeting.

Regular City Council
**AGENDA ITEM
REPORT**



To: Mayor and Council
Subject: Discussion on City Manager search firm proposals and Council recommendations on top 3 firms for interviews and selection at the special called Council Meeting on February 27, 2020.
Meeting: Regular City Council - 20 Feb 2020
Department: Human Resources
Staff Contact: Allison Hosgood

BACKGROUND INFORMATION:

Council voted to proceed with the City Manager Search Firm RFP on January 2, 2020. The RFP was drafted and sent to Council for review on Friday, January 10, 2020. Request for edits or suggestions sent to Council on January 14, 2020. Two minor changes to language in the General Information section edited. Final RFP sent to Council on Wednesday, January 15, 2020. On January 16, 2020 Council approved to proceed with RFP notification process. The notification was posted in the Taylor Daily Press for two consecutive weeks (January 22 - February 5). Additionally the RFP was posted on Bidnet.com and Mayor sent the RFP to search firms recommended by local municipalities. Proposals were due February 6, 2020 at 10am. Seven responses were received by the deadline; six of those submitted proposals. Council received the six proposals via drop box on February 12, 2020 and received a summary of the proposals as well.

FINANCIAL IMPACT:

No financial implications at this time. Upon selection of a search firm and contract execution, there will be a cost associated with the search. Cost will depend on negotiated contracted.

POLICY IMPLICATIONS:

No policy implications

RECOMMENDATION:

No Report Recommendation

Regular City Council
**AGENDA ITEM
REPORT**



To: City Council
Subject: Consideration and possible action relating to recommendations for aesthetic elements of the design of the proposed CR 132 overpass project. (Samuel Ray)
Meeting: Regular City Council - 20 Feb 2020
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

As part of the 2018 Proposition A Bond for Road and Drainage improvements the City of Hutto is proposing to construct a overpass near CR132 crossing over US 79 and the Union Pacific Rail Road. As part of the CR 132 overpass project aesthetics consisting of structural, signs and landscaping elements have been considered. The City has contracted with HNTB Corporation to perform the design work for the proposed bridge project which also includes design of aesthetic elements. City staff and HNTB have had multiple meetings and correspondence to settle on a few recommendations for aesthetic design related to the overpass. At the request of City Council this agenda item is being presented for consideration discussion and possible acceptance.

FINANCIAL IMPACT:

The cost of the aesthetic portion of the roadway design will vary depending on the ultimate scope but will be incorporated into the overall cost of the overpass coming from voter approved general obligation bonds.

POLICY IMPLICATIONS:

This item aligns with the Quality of Life and Services as well as the Infrastructure and Growth Strategic Goal.

RECOMMENDATION:

Staff Recommends acceptance of proposed recommendations.

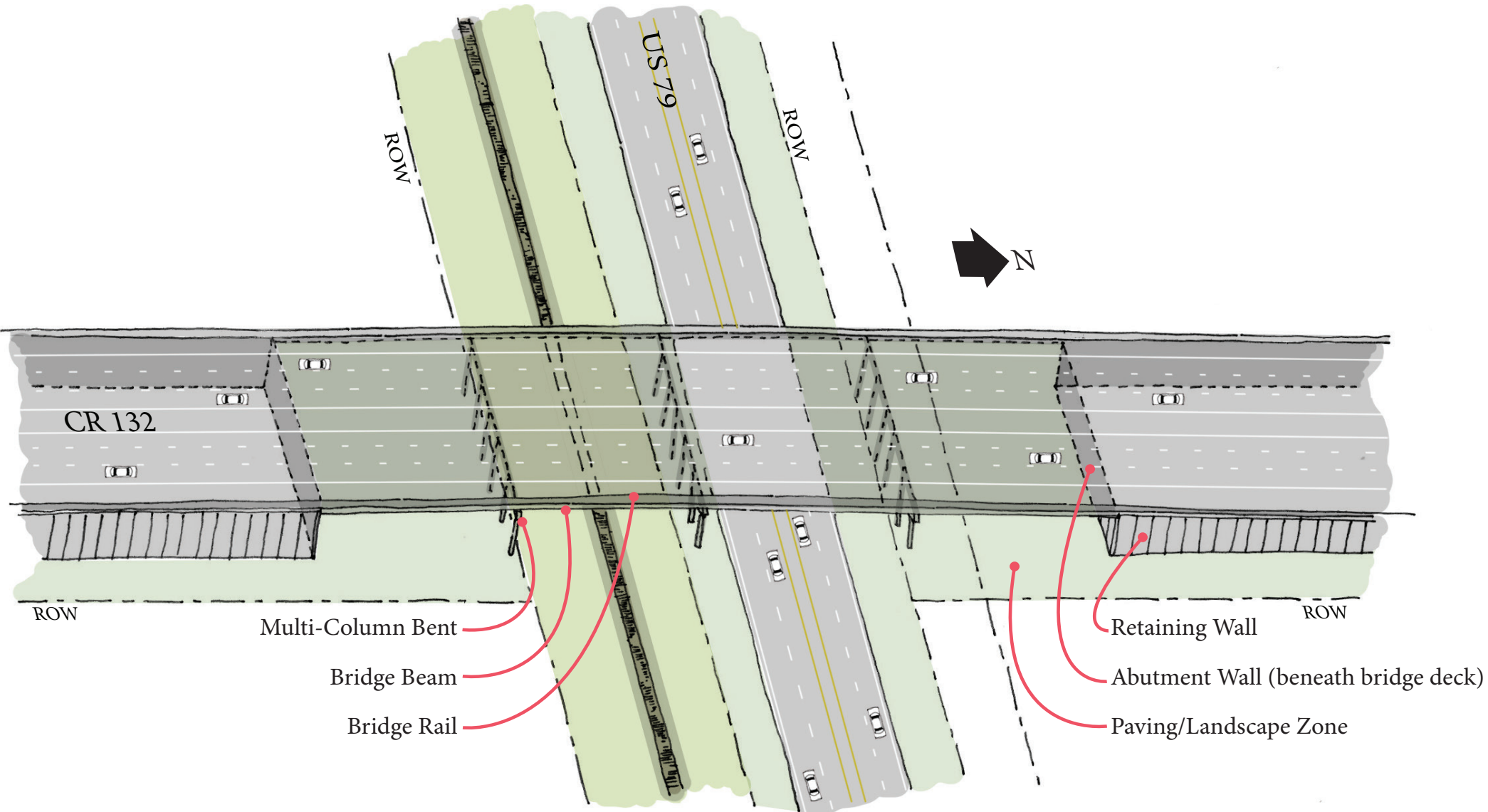
ALTERNATIVES:

If it is determined that none of the recommendations are acceptable or if alteration to proposed designs are desirable aesthetic design can be reworked. However, it should be noted that redesign may result in additional design cost and potential delay to project delivery.

CR 132 & US 79 Overpass - Conceptual Aesthetics

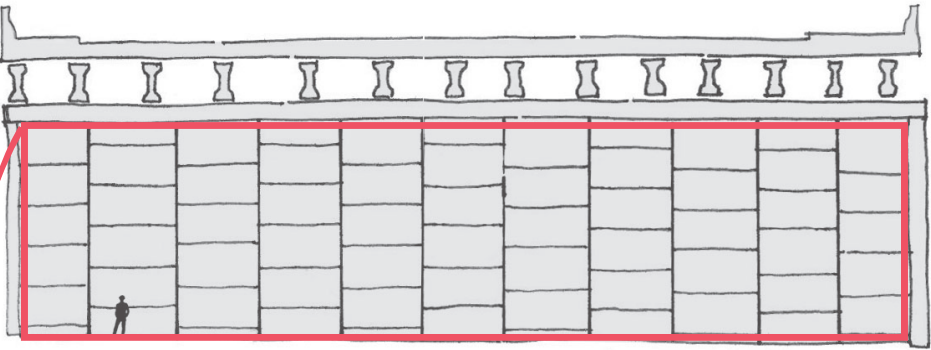


OVERPASS COMPONENTS



ABUTMENT WALLS

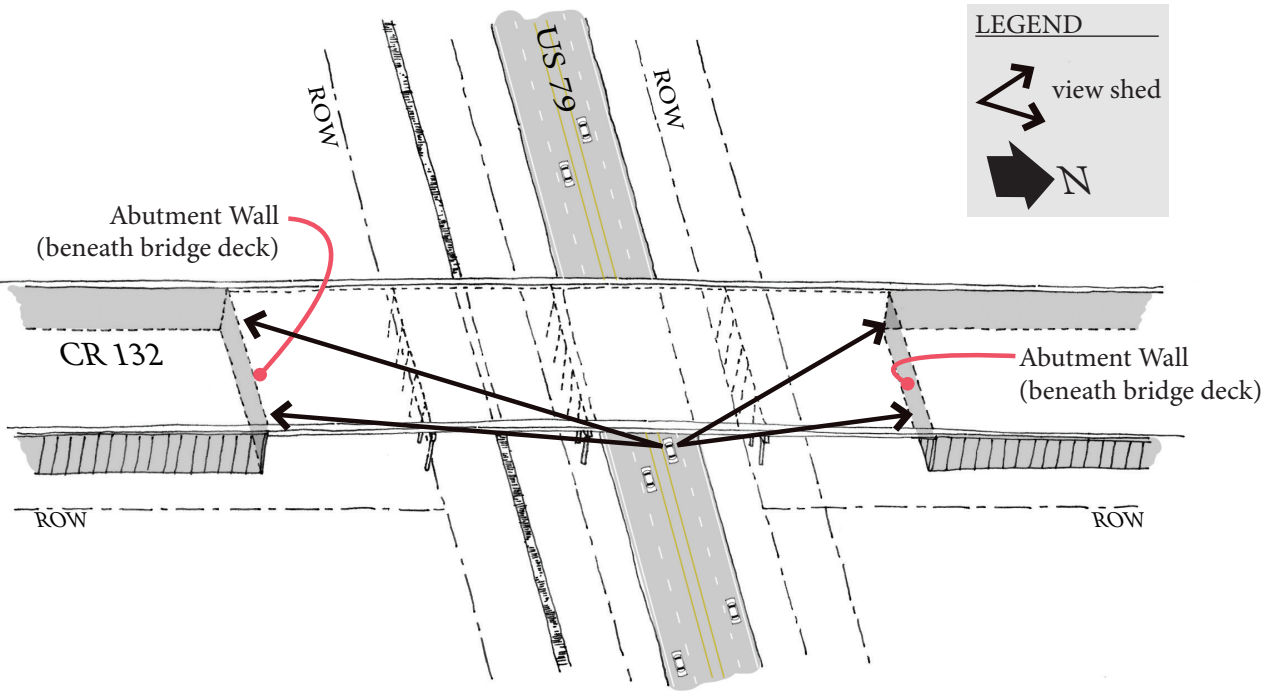
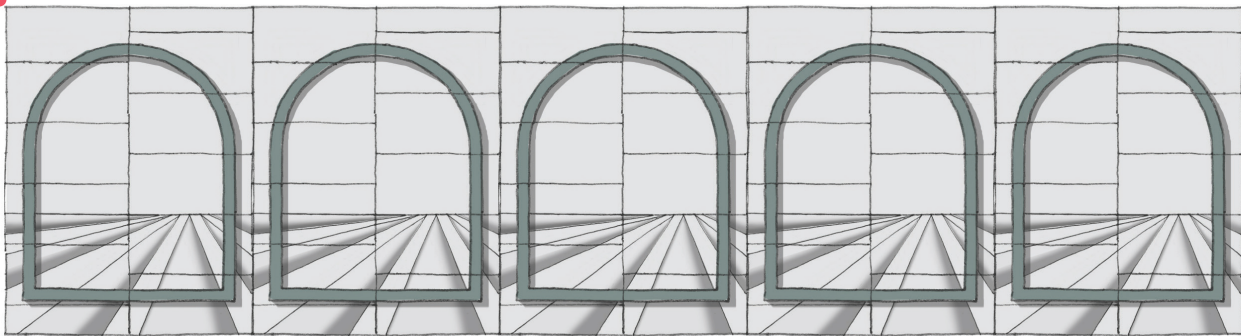
Abutment Wall: Standard Appearance



Option 1 Enhanced Aesthetic: Historic Architecture



Option 2 Enhanced Aesthetic: Abstract Cotton Rows



Description

This pattern will run continuously along the length of both abutment walls.

The illusion of corrugated metal is achieved with a fluted formliner and cool grey opaque sealer.

Accent Colors



Description

This pattern will run continuously along the length of both abutment walls.

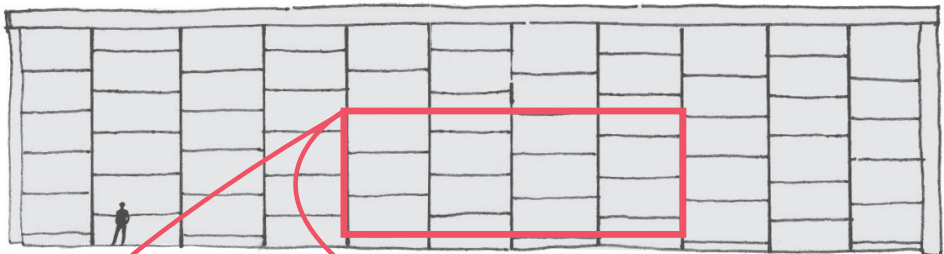
The illusion of rows is achieved with smooth, raised reliefs of concrete in a dome shape.

Accent Color

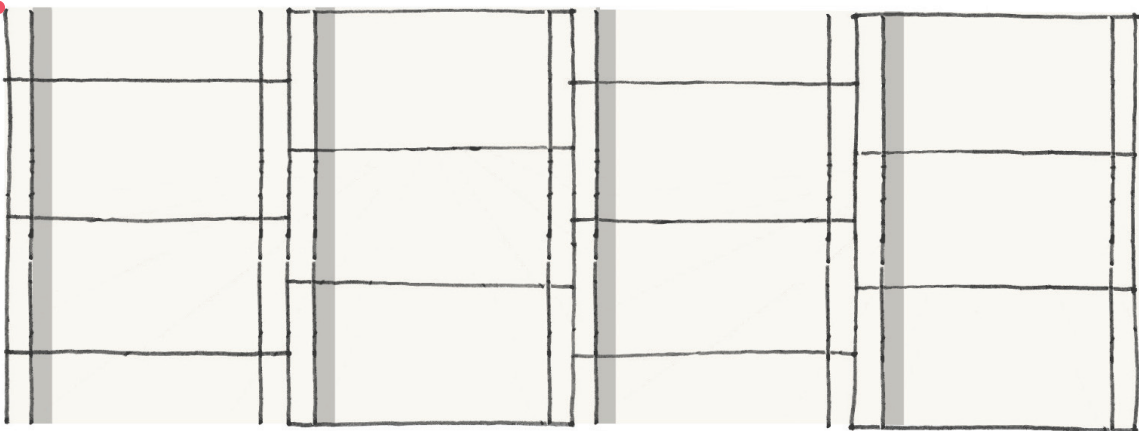


RETAINING WALLS

Retaining Wall: Standard Appearance



Option 1 Enhanced Aesthetic - Historic Architecture

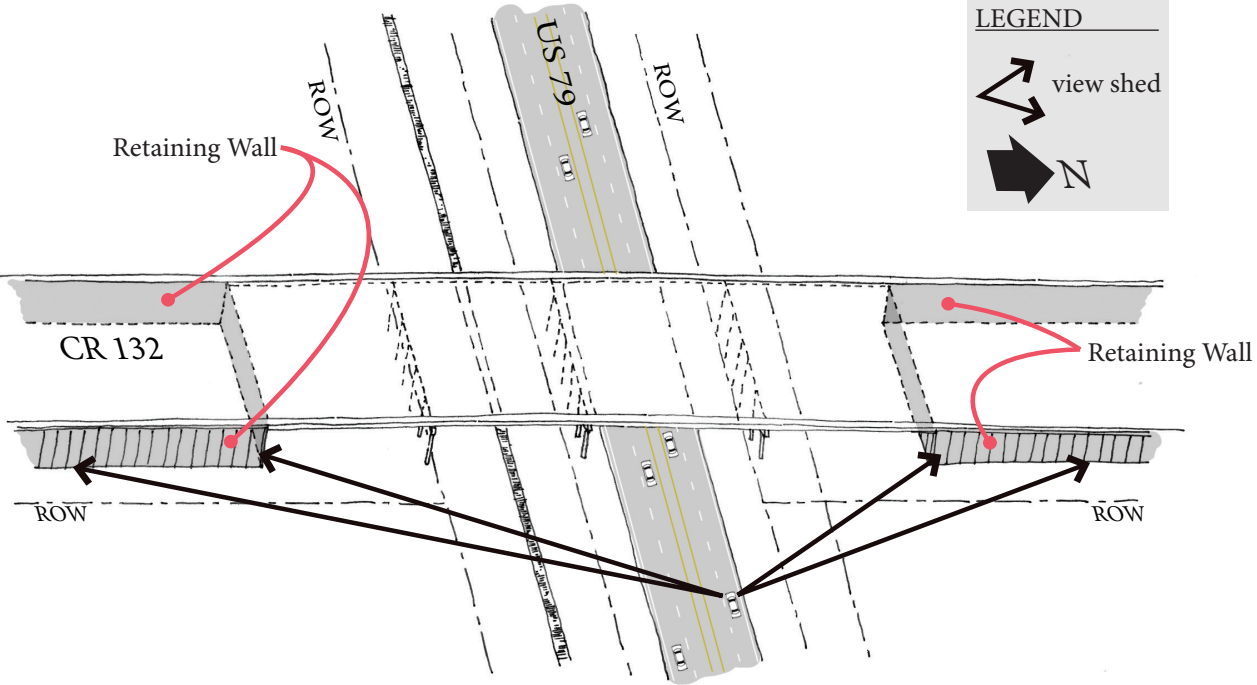


Description

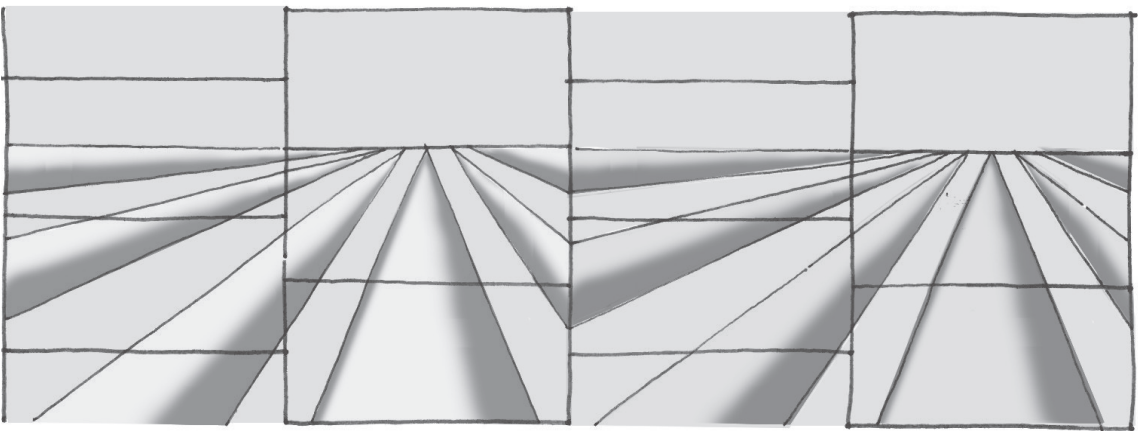
This pattern will run continuously along the length of each retaining wall.

The illusion of columns is achieved with uniform, raised reliefs at the edges of each wall panel.

Accent Color



Option 2 Enhanced Aesthetic - Abstract Cotton Rows



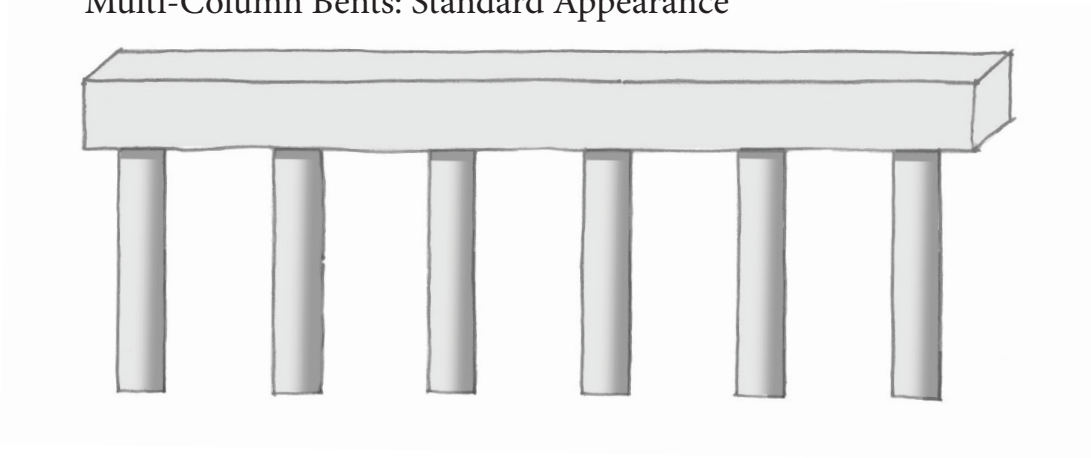
Description

This pattern will run continuously along the length of each retaining wall.

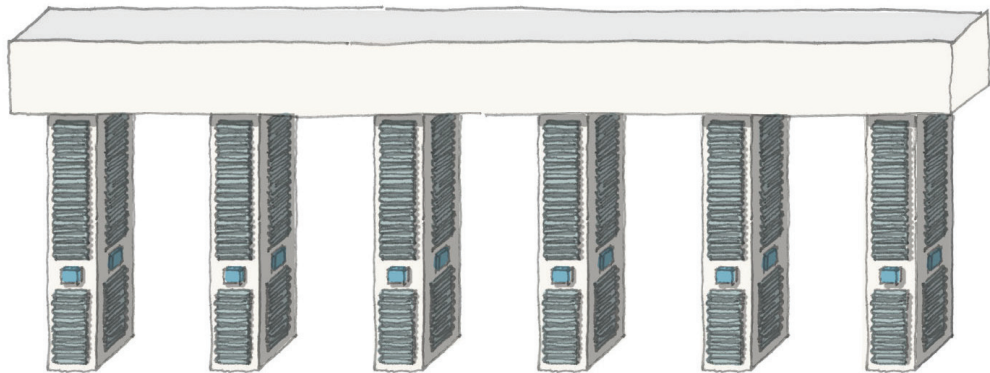
The illusion of rows is achieved with smooth, raised reliefs of concrete in a dome shape.

MULTI-COLUMN BENTS

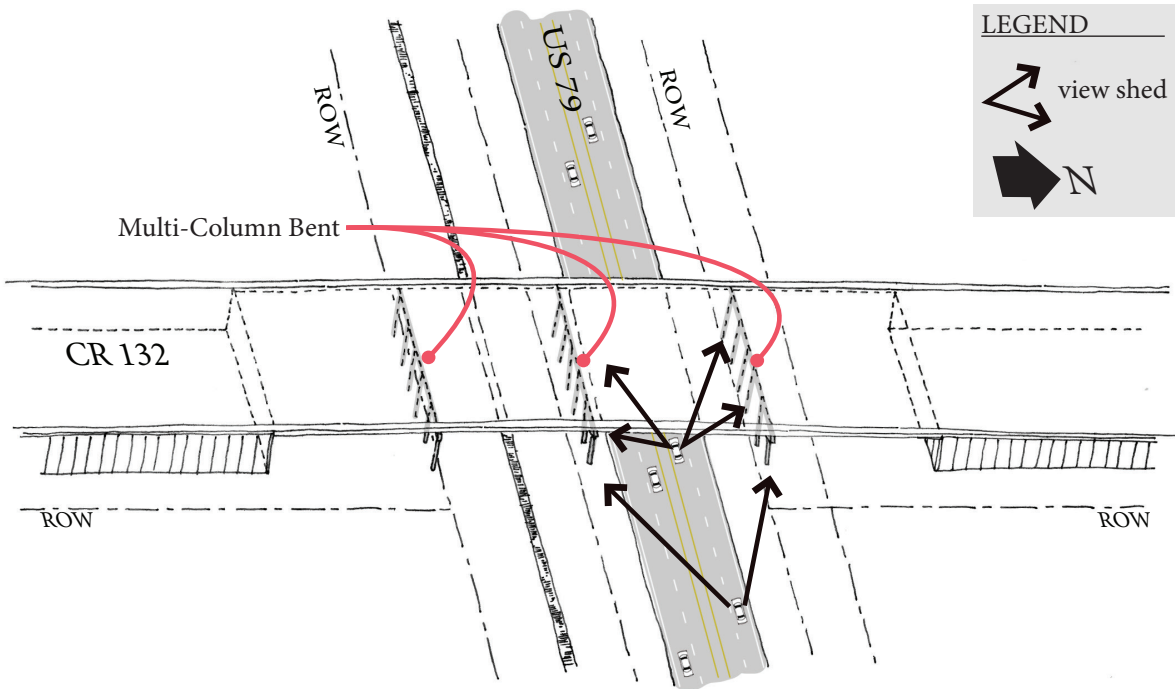
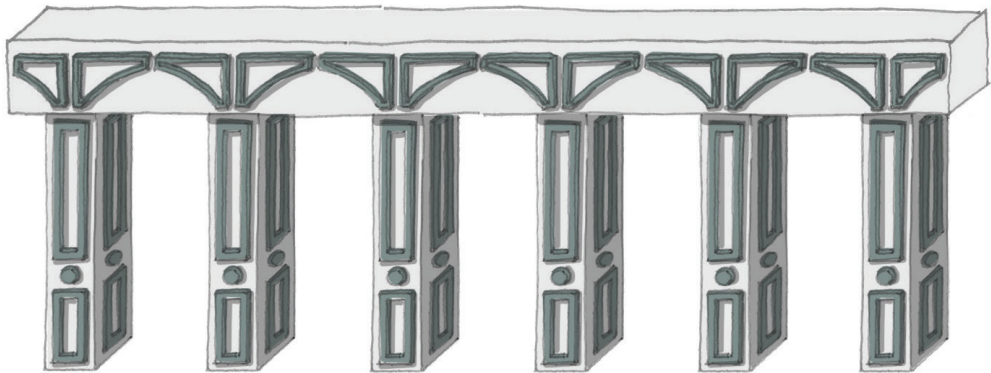
Multi-Column Bents: Standard Appearance



Option 1 Enhanced Aesthetic: Historic Architecture



Option 2 Enhanced Aesthetic: Abstract Cotton Row



Description

The corrugated metal pattern will appear on all four sides of each column.

The illusion of corrugated metal is achieved with a fluted formliner and cool grey opaque sealer.

Accent Colors



Description

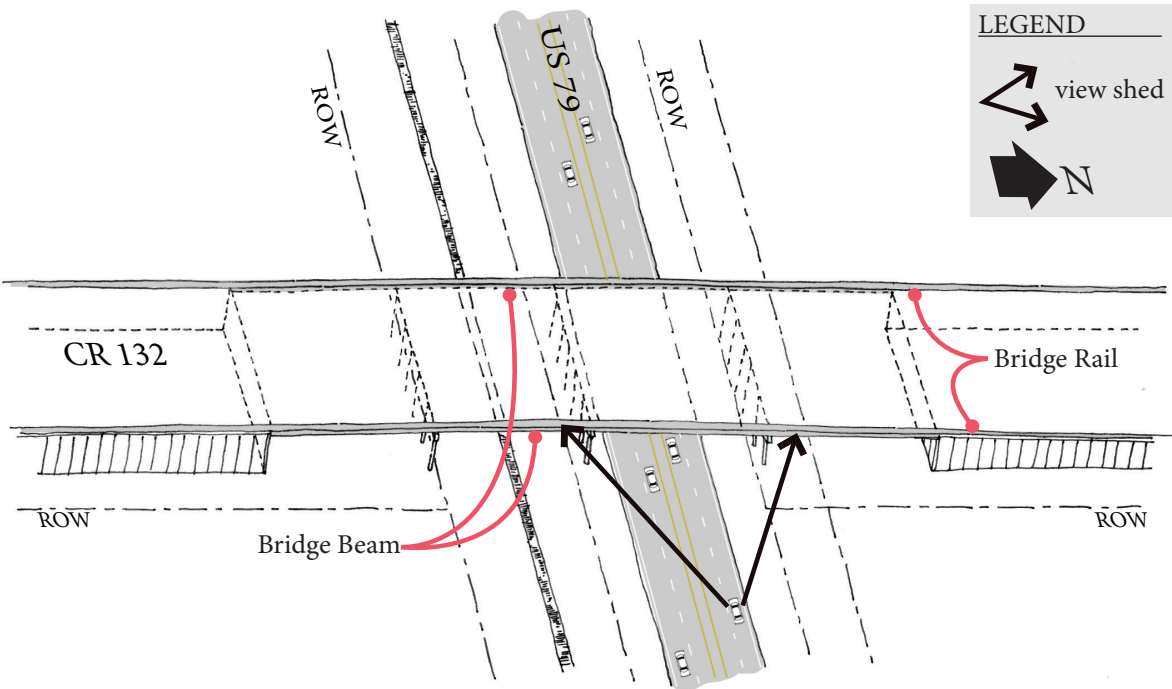
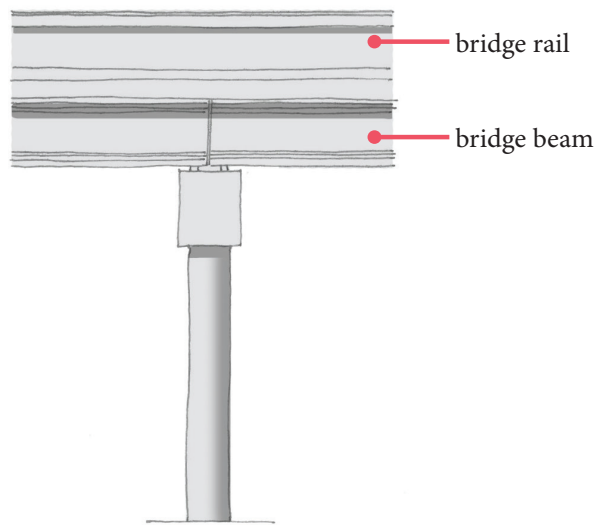
The architectural detail is formed by a 1-2" relief in the face of the concrete.

Accent Color

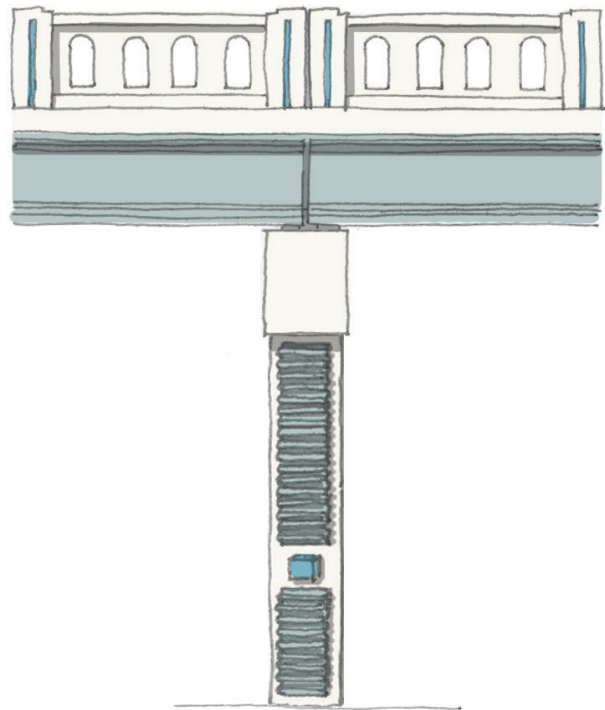


BRIDGE BEAMS & BRIDGE RAIL

Bridge Beam & Bridge Rail: Standard Appearance



Option 1 Enhanced Aesthetic: Historic Architecture



Description

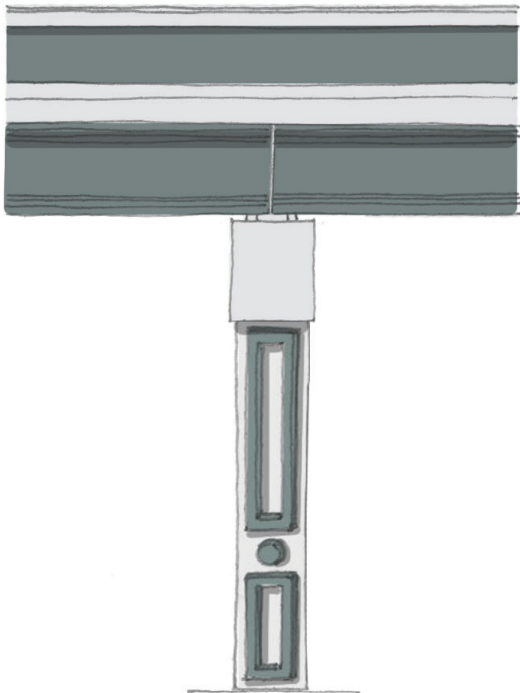
Texas Classic railing with “Type B” windows.

Opaque sealer applied to the concrete railing and beams complements the multi-column bent below.

Accent Colors



Option 2 Enhanced Aesthetic: Abstract Cotton Rows



Description

Standard Jersey barrier railing.

Opaque sealer applied to the concrete railing and beams complements the multi-column bent below.

Accent Color



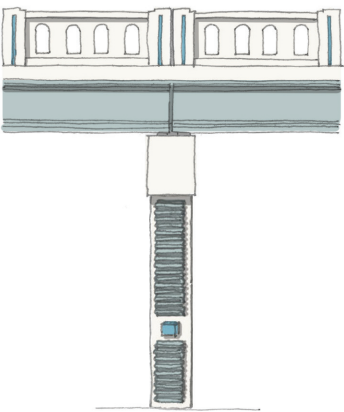
CONCEPT COLLAGES

Option 1 Enhanced Aesthetic: Historic Architecture

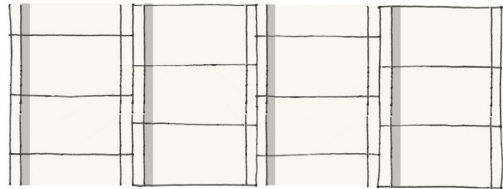
Accent Colors



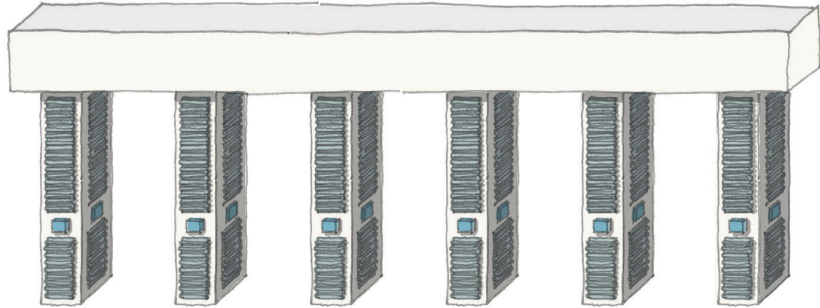
Bridge Beam & Bridge Rail



Retaining Wall



Multi-Column Bents



Abutment Wall

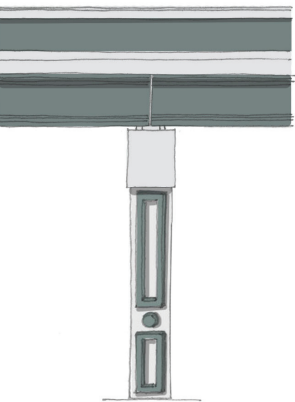


Option 2 Enhanced Aesthetic: Abstract Cotton Rows

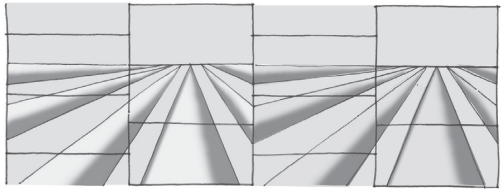
Accent Color



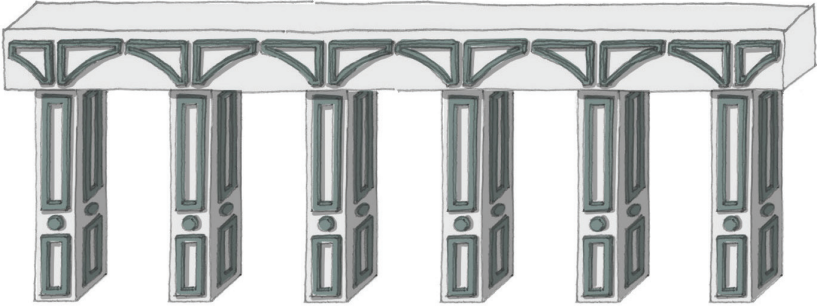
Bridge Beam & Bridge Rail



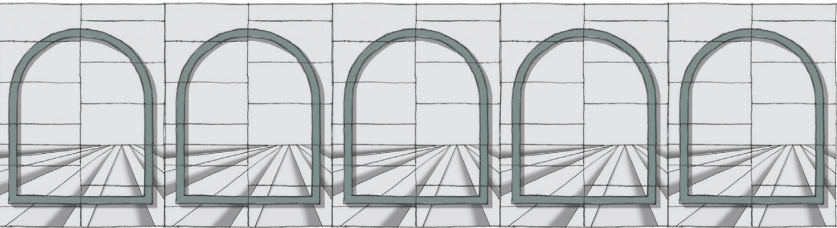
Retaining Wall



Multi-Column Bents



Abutment Wall



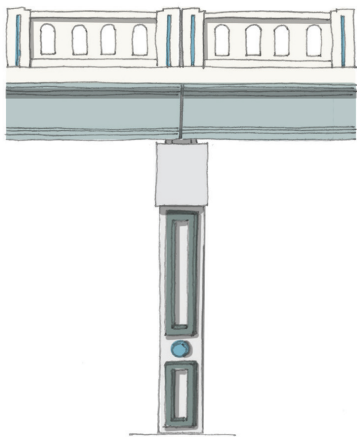
CONCEPT COLLAGES - Option 2A

Option 2A Enhanced Aesthetic: Abstract Cotton Rows

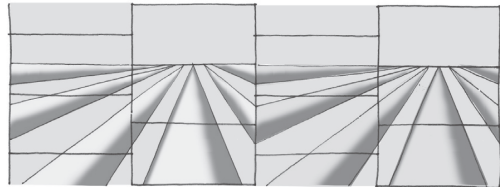
Accent Colors



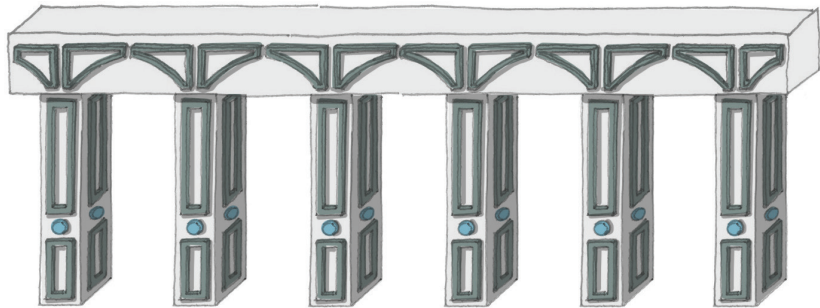
Bridge Beam & Bridge Rail



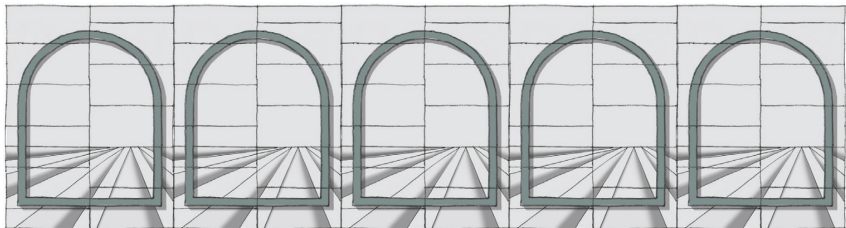
Retaining Wall - Smooth Concrete



Multi-Column Bents

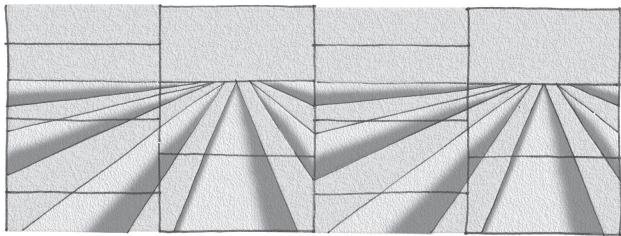


Abutment Wall - Smooth Concrete

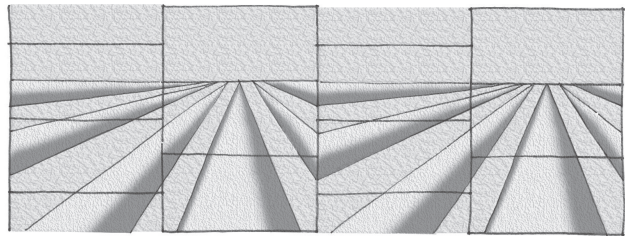


Option 2A Walls With Varying Sandstone Textures

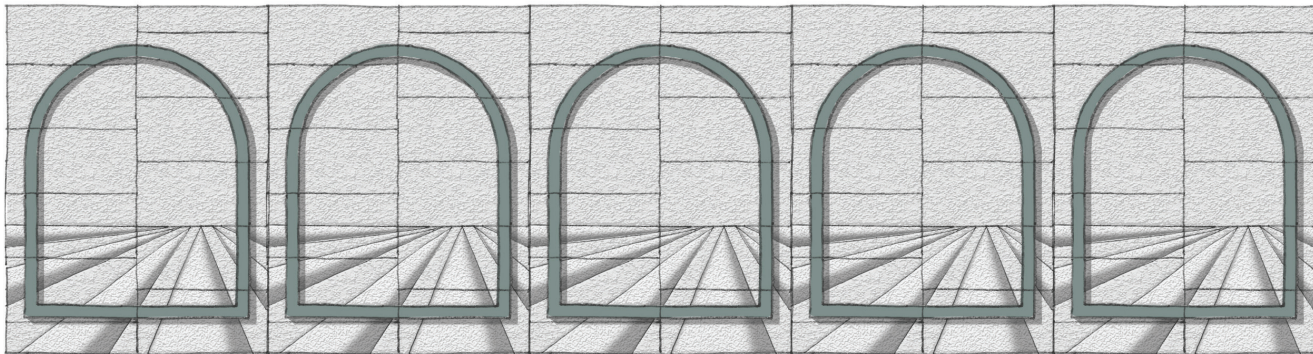
Retaining Wall:
Medium Sandstone Texture



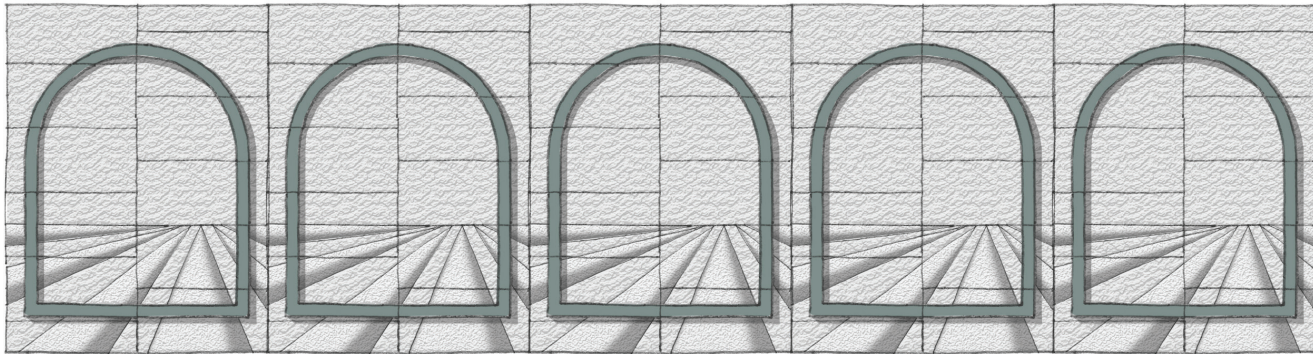
Retaining Wall:
Heavy Sandstone Texture



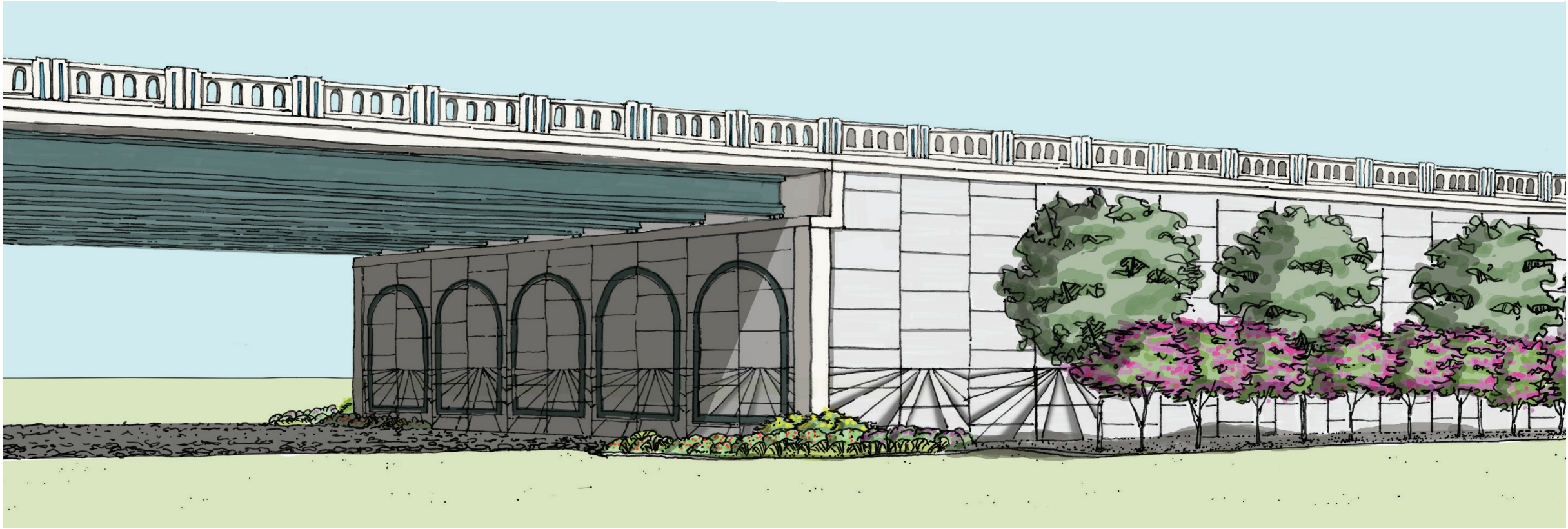
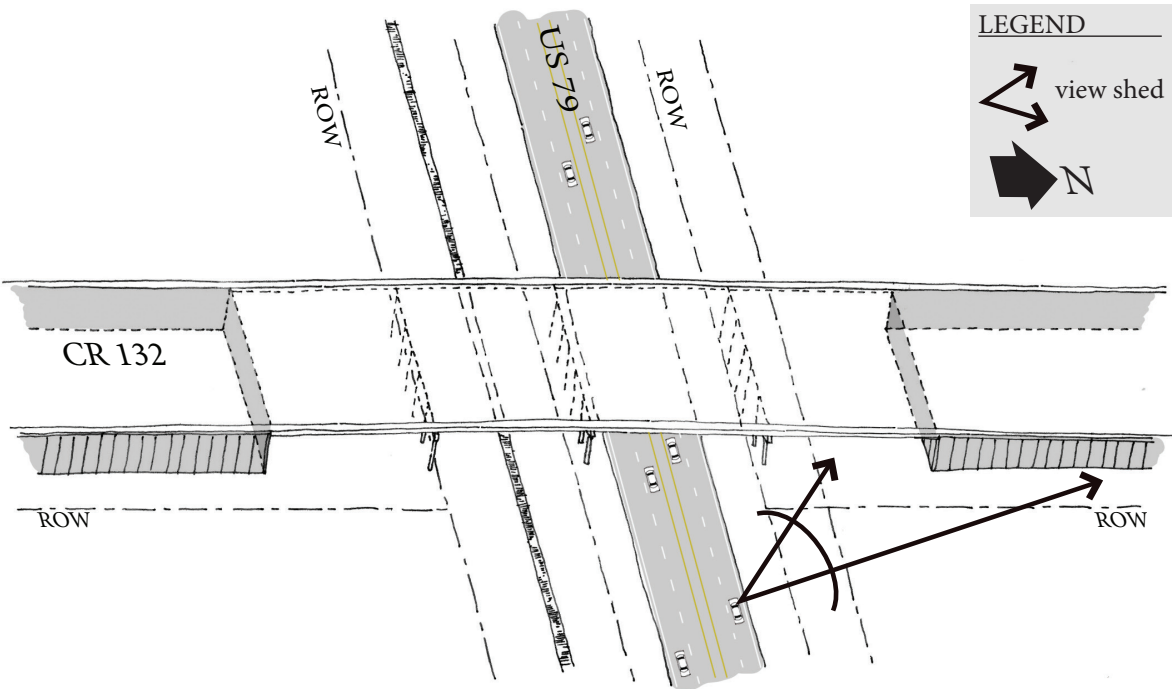
Abutment Wall - Medium Sandstone Texture



Abutment Wall - Heavy Sandstone Texture



CONCEPT PERSPECTIVE - Option 2A



WELCOME SIGN

Front Elevation View



Description

Weathered steel, approximately 8' wide by 30' tall.

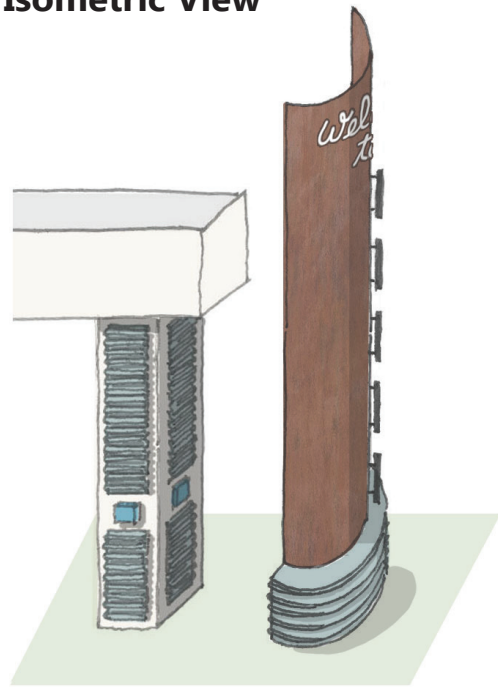
Pin-mounted lettering as shown. Lettering painted white for contrast.

Base is concrete with a corrugated metal finish achieved with a fluted formliner and cool grey opaque sealer.

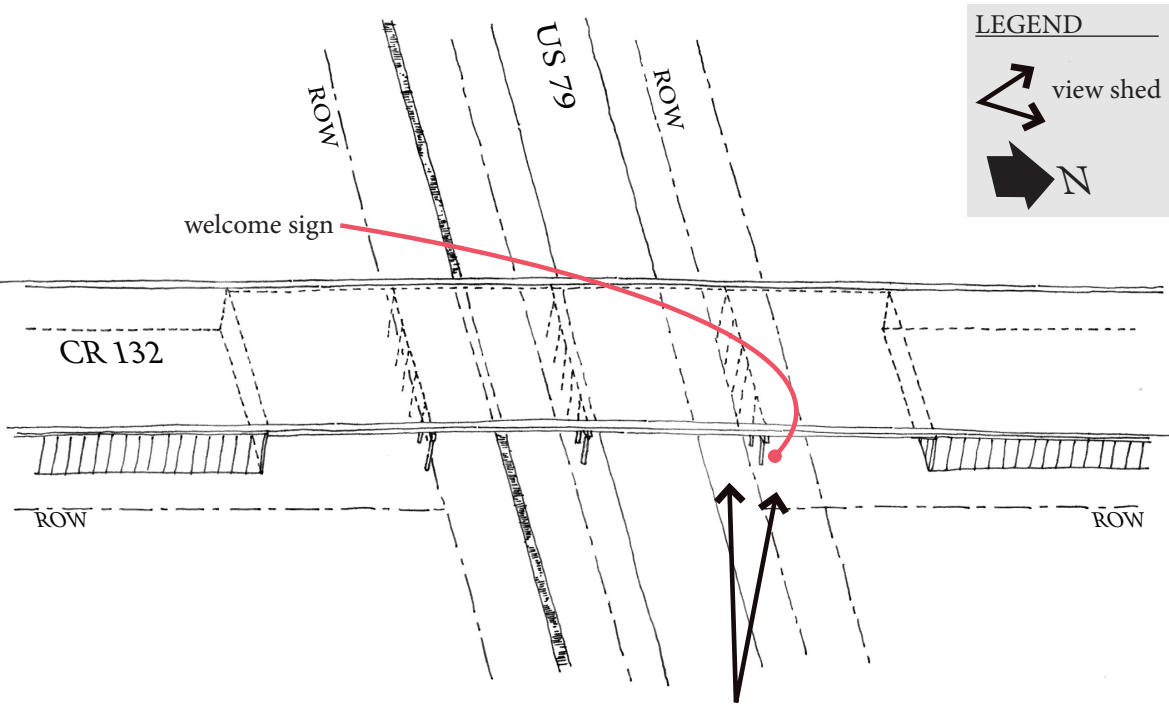
Accent Color



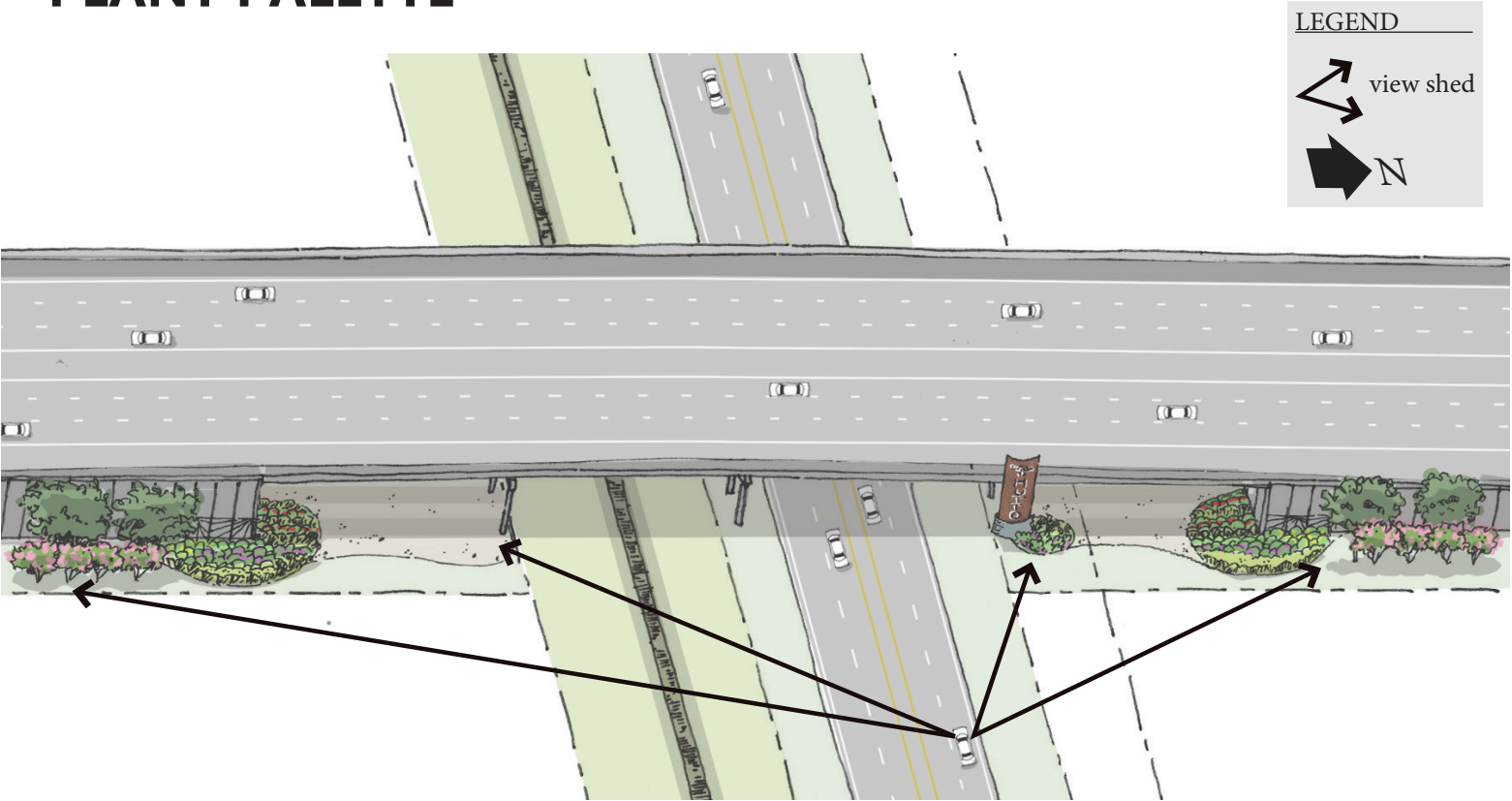
Isometric View



LED Light Effect at Night



PLANT PALETTE



LEGEND

view shed

N

SHRUBS / PERENNIALS / GRASSES



Pink Abelia [SE][Sp Su]
Abelia x 'Pinky Bells'



Yellow Bells [D][Sp-Fa]
Tecoma stans



Upright Rosemary [E][Sp]
Rosmarinus officinalis 'Upright'



Dallas Red Lantana [SE][Su Fa]
Lantana x 'Dallas Red'



Purple Trailing Lantana [SE][Su Fa]
Lantana montevidensis



Turks Cap [D][Sp-Fa]
Malvaviscus arboreus var. drummondii



Purple Skullcap [E][Sp Su]
Scutellaria wrightii



Inland Sea Oats [D][Su Fa]
Chasmanthium latifolium



Sideoats Grama [D][Su]
Bouteloua gracilis

TREES



Chinquapin Oak [D][Fa]
Quercus muhlenbergii



Live Oak [E][Sp-Wi]
Quercus virginiana



Scarlet Oak [D][Fa]
Quercus coccinea



Yaupon Holly [E][Sp-Wi]
Ilex vomitoria



Tuscarora Crape Myrtle [D][Su]
Lagerstroemia indica 'Tuscarora'

Leaf Retention
[D] = Deciduous (sheds leaves annually)

[E] = Evergreen (retains leaves throughout the year)

[SE] = Semi-Evergreen (retains leaves during part of the winter)

Season of Interest
[Sp] = Spring
[Su] = Summer
[Fa] = Fall
[Wi] = Winter

