City of Hutto

Agenda

City Council Meeting

Thursday, November 18, 2021 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

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 governing body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement. 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.

5.1. General Comments from City Council

5.2. City Council Liaison Reports

6. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on November 18, 2021. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

7. ASSISTANT CITY MANAGER COMMENTS

7.1. General Assistant City Manager Comments

7.2. Introduction of Padma Patla, Public Works Director.

7.3. Presentation of Scenic City Award.

8. PROCLAMATIONS

8.1. Proclamation No. 2021-018: Proclaiming November 27, 2021, as Shop Small Saturday.

9. CONSENT AGENDA ITEMS

9.1. Consideration and possible action on approving the October 18, 2021 Joint City Council & Hutto Economic Development Corporation meeting minutes.

9.2. Consideration and possible action on the November 4, 2021, Special Called City Council meeting minutes.

9.3. Consideration and possible action on the November 4, 2021, City Council meeting minutes.

9.4. Consideration and possible action on Resolution No. R-2021-168 accepting the infrastructure improvements for the subdivision known as Cottonwood Creek Phase 3 (Padma Patla)

9.5. Consideration and possible action on Resolution No. R-2021-169 accepting the infrastructure improvements for the subdivision known as Cross Creek Subdivision Phase 3&4 (Padma Patla)

9.6. Consideration and possible action on Resolution No. R-2021-170 accepting the infrastructure improvements for the subdivision known as Highlands North Section 2 (Padma Patla)

9.7. Consideration and possible action on Resolution No. R-2021-171 accepting the infrastructure improvements for the subdivision known as Wilco Ranch Phase 1 (Padma Patla)

9.8. Consideration and possible action on Resolution No. R-2021-172 accepting the infrastructure improvements for the subdivision known as Wilco Ranch Phase 3 Section 1 (Padma Patla)

9.9. Consideration and possible action on Ordinance No. O-2021-066 amending Chapter 2, Article 2.02, Division 5, Section 2.02.121 of the City of Hutto Code of Ordinances providing for procedural and organizational rules for the Zoning Board of Adjustment. (First Reading) (Ashley Lumpkin)

9.10. Consideration and possible action on Resolution No. R-2021-173 authorizing the City to participate in the Texas Class Investment Pool.(Angie Rios)

9.11. Consideration and possible action on Resolution No. R-2021-175 acknowledging the conveyance of approximately 118.569 acres of land from Hutto 372, Ltd. to Lennar Homes of Texas and Land Construction, Ltd.

10. OTHER BUSINESS

10.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, Area Government appointments, and Advisory Committees.

10.2. Presentation from GFO Homes on the proposed Estates of Hutto subdivision and Public Improvement District.

10.3. Presentation from Columnar on the proposed Meadow Brook subdivision and Public Improvement District.

10.4. Presentation of the City Financials for the Month of October as well as the Monthly Investment Report as Required by the Fiscal and Budgetary Policy.

10.5. Consideration and possible action regarding Chamber of Commerce membership dues. (MPT Rose)

10.6. Consideration and possible action on a survey of the residents of Hutto. (Councilmember Kinsey)

10.7. Consideration and possible action on Task Force meeting requirements, including quorum, compliance with the Texas Open Meetings Act, role of officers, notice of meetings, and rules of procedure, and the possibility of combining the Communications Task Force and the ADA Task Force. (Councilmember Gordon)

10.8. Consideration and possible action regarding potential violations by a Councilmember, pertaining to but not limited to dual office holding and possible action requesting county or district attorney or others for a formal AG opinion. (MPT Rose)

10.9. Consideration and possible directing City Staff, bond counsel, financial advisors, and others to draft documents related to the potential sale of 2018 GO Bonds. (MPT Rose)

10.10. Consideration and possible action regarding the Certificate of Occupancy/Temporary Certificate of Occupancy process with a focus on the Hutto ISD facilities but not limited to only those for discussion. (MPT Rose)

10.11. Consideration and possible action regarding Bojorquez Law firm with discussion surrounding, but not limited to, legal expenses. (MPT Rose)

10.12. Consideration and possible action on establishing a personnel handbook committee.

10.13. Discussion with possible action acknowledging disclosure of potential conflict of interest regarding representation by Bojorquez Law Firm of Strategic Government Resources; and authorizing the Mayor to execute the acknowledgment letter.

11. ORDINANCES

11.1. Consideration and possible action on Ordinance No. O-2021-068 an ordinance amending the budget for the fiscal year of October 1, 2021, through September 30, 2022, by appropriating and setting aside the necessary funds for additional expenditures in accordance with existing statutory requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (First Reading)(Angie Rios)

11.2. Consideration and possible action on Ordinance No. O-2021-069 electing to readopt Article 20.04 Reinvestment Zones And Tax Abatement Agreements, as amended herein, authorizing the participation in tax abatement agreements, establishing guidelines and criteria governing tax abatement projects to encourage economic development in the City of Hutto; and provide for severability, repeal and an effective date.

11.3. Consideration and possible action on Ordinance No. O-2021-070 approving the proposed annexation of the Hanson - Tasto Tract, 30.3 acres, more or less, of land, and to establish the base zoning for the property as SF-R (Single-Family Residential - Rural Estate). (First Reading)(Ashley Lumpkin).

11.4. Consideration of a public hearing and possible action on Ordinance No. O-2021-071 on the proposed Planned Unit Development (PUD) zoning request for the property known as Schmidt's Creek Planned Unit Development (PUD), 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard. The land use proposal is detached and attached residential and commercial uses. (First Reading) (Ashley Lumpkin)

11.5. Consideration and possible action on Ordinance No. O-2021-072 altering the prima facie speed limits established for vehicles under section 545.356 of the Texas Transportation Code upon various streets located within the corporate limits of the City of Hutto; amending Chapter 22, Traffic and Vehicles, Article 22.07, Traffic Schedules, Section 22.07.001 Speed Limits, of the Code of Ordinances.

12. RESOLUTIONS

12.1. Consideration and possible action on Resolution No. R-2021-165A approving an interlocal agreement between the City of Hutto and Williamson County regarding participation in the design and construction related to Segment 3 of the Southeast Loop (FM 3349) Construction Project; and repealing Resolution No. R-2021-165. (Wade Benton)

13. EXECUTIVE SESSION

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

13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

13.2. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to meet and confer.

13.3. Executive session in accordance with Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Acting City Manager, Interim City Manager.

14. ACTION RELATIVE TO EXECUTIVE SESSION

14.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

14.2. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to meet and confer.

14.3. Consideration and possible action on Executive Session in accordance with Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Acting City Manager, Interim City Manager.

15. ADJOURNMENT

16. CERTIFICATION

I certify that this notice of the November 18,2021 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on November 15, 2021 at 5:00 P.M.

Holly Nagy

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttox.gov or call (512) 759-4033 for assistance.

City of Hutto

MINUTES

Joint Special Called City Council

&

Hutto Economic Development Corporation Meeting

Monday, October 18, 2021 at 6:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. **CALL SESSION TO ORDER** 6:00 PM
2. **ROLL CALL**

   Members of the Council present: Mayor Mike Snyder, MPT Tanner Rose Councilmember Robin Sutton*, Councilmember Mandi Villarreal Salvo, Councilmember Peter Gordon, Councilmember Krystal Kinsey*.

   * Councilmembers Sutton and Kinsey arrived during Executive Session.

   Members of the EDC present: Chairman Mike Arismendez, Vice-Chair Don Carlson, Boardmember Shawn Lucas, Boardmember Randal Clark,

   EDC members absent: Cheney Gamboa, Victor Henry

3. **PLEDGE OF ALLEGIANCE**
4. **CITY COUNCIL COMMENTS** - None
5. **PUBLIC COMMENT** – None

7. **EXECUTIVE SESSION-** Entered: 6:03 PM

   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).

   7.1. The City Council and the Hutto Economic Development Corporation Boards will recess its regular session and convene in Executive Session pursuant to §551.087 and §551.071 to deliberate with and seek legal counsel regarding economic development negotiations involving project Darwin.

8. **ACTION RELATIVE TO EXECUTIVE SESSION** - Reconvened: 7:01 PM

   8.1. Consideration and possible action on legal advice received in Executive Session pursuant to §551.087 and §551.071 to deliberate with and seek legal counsel regarding economic development negotiations involving project Darwin.

6. OTHER BUSINESS

6.1. Consideration and possible action on approving a budget amendment for the HEDC FY2022 Budget appropriating $500,000 from unappropriated funds to fund project Darwin. (HEDC)

Boardmember Carlson made a motion to approve budget amendment for the HEDC FY2022 Budget appropriating $500,000 from unappropriated funds to fund project Darwin. Boardmember Lucas seconded the motion. The motion passed. (5:0)

Councilmember Villarreal Salvo made a motion to approve budget amendment for the HEDC FY2022 Budget appropriating $500,000 from unappropriated funds to fund project Darwin. Councilmember Sutton seconded the motion. The motion passed unanimously. (7:0)

6.2. Consideration and possible action on authorizing/ratifying the Hutto Economic Development Corporation Type B's Executive Director's execution of an Option Agreement executed by the property owner on October 13, 2021, to secure the exclusive option to purchase four tracts of land adjacent to the Megasite, as identified in the Option Agreement, which are necessary for the execution of Project Darwin. (HEDC)

Boardmember Clark made a motion to approve item as presented by Counsel. Boardmember Lucas seconded the motion. The motion passed. (5:0)

6.3. Consideration and possible action on approving the expenditure of $500,000 of HEDC Type B funds by the HEDC Board in support of project Darwin to secure an exclusive option to purchase four (4) tracts of land adjacent to the Megasite, and as identified in the Option Agreement. (City Council)

Boardmember Lucas made a motion approving an expenditure of up to $500,000 of HEDC Type B funds by the Board in support of Project Darwin as discussed and directed in Executive Session. Boardmember Carlson seconded the motion. The motion passed. (5:0)

Councilmember Gordon made a motion to approve the expenditure as approved by the Hutto Economic Development Corporation. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

9. ADJOURNMENT - 7:08 PM

Passed and approved this 18th day of November, 2021.

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on the November 4, 2021, Special Called City Council meeting minutes.
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Special Called City Council MINUTES

City of Hutto

MINUTES

Special Called City Council Meeting
Thursday, November 4, 2021 at 6:00 PM
City Council Chambers

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1. CALL SESSION TO ORDER 6:00 PM

2. ROLL CALL

Members of the Council present: Mayor Mike Snyder, MPT Tanner Rose Councilmember Robin Sutton, Councilmember Mandi Villarreal Salvo, Councilmember Peter Gordon, Councilmember Krystal Kinsey.

Councilmember Thornton arrived at 6:03 PM

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on November 4, 2021. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

- None

5. EXECUTIVE SESSION- Entered: 6:03 PM

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

5.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

5.2. Receive legal advice pursuant to Texas Government Code Section 551.071 to deliberate and seek the advice of its attorneys regarding the following matters: Jones v. City of Hutto, et al. pending in the U.S. District Court, Western District of Texas, Austin Division; Preston Hollow Capital, LLC v. Cottonwood Development Corporation, et al. pending in the U.S. Fifth Circuit Court of Appeals, New Orleans, La.; City of Hutto, et al. v. Legacy Hutto, LLC, pending in the Texas Third District Court of Appeals, Austin,

Texas. Longhorn Title Company, Interpleader v. Preston Hollow Capital, LLC., et al., pending in the 368th Judicial District, Williamson County, Texas; City of Hutto v. Wolverine Interests, LLC. filed in the 26th Judicial District, Williamson County, Texas; River Creek Development Corporation, et al v. Paxton, et al, filed in the 425th Judicial District, Williamson County, Texas.; and pre-litigation matters regarding City of Hutto v. McGinnis Lockridge, et al.

5.3. Executive session in accordance with Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Manager, Interim City Manager.

5.4. Receive legal advice pursuant to Texas Government Code Sec. 551.071 regarding a development agreement with Williamson County to provide sewer to two land parcels related to the megasite.

6. ACTION RELATIVE TO EXECUTIVE SESSION

At 7:04 PM City Council exited the Special Called Executive Session and started the Regular City Council meeting at 7:06 PM. No action was taken during executive session.

6.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests. No action taken.

6.2. Consideration and possible action on legal advice received pursuant to Texas Government Code Section 551.071 regarding the following matters: Jones v. City of Hutto, et al. pending in the U.S. District Court, Western District of Texas, Austin Division; Preston Hollow Capital, LLC v. Cottonwood Development Corporation, et al. pending in the U.S. Fifth Circuit Court of Appeals, New Orleans, La.; City of Hutto, et al. v. Legacy Hutto, LLC, pending in the Texas Third District Court of Appeals, Austin, Texas. Longhorn Title Company, Interpleader v. Preston Hollow Capital, LLC., et al., pending in the 368th Judicial District, Williamson County, Texas; City of Hutto v. Wolverine Interests, LLC. filed in the 26th Judicial District, Williamson County, Texas; River Creek Development Corporation, et al v. Paxton, et al, filed in the 425th Judicial District, Williamson County, Texas.; and pre-litigation matters regarding City of Hutto v. McGinnis Lochridge, et al. No action taken.

6.3. Consideration and possible action on Executive Session in accordance with Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Manager, Interim City Manager. No action taken.

6.4. Consideration and possible action on Executive Session in accordance with Texas Open Meetings Act Section 551.071 regarding a development agreement with Williamson County to provide sewer to two land parcels related to the megasite. No action taken.

7. ADJOURNMENT - Meeting adjourned during regular meeting at 1:04 AM

ATTEST:

_____
Mike Snyder, Mayor

_____
Holly Nagy

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on the November 4, 2021, City Council meeting minutes.
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 11-4-21 Minutes

City of Hutto

MINUTES

City Council Meeting

Thursday, November 4, 2021 at 7:00 PM

City Council Chambers

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1. CALL SESSION TO ORDER 7:06 PM

2. ROLL CALL

Members of the Council present: Mayor Mike Snyder, MPT Tanner Rose Councilmember Robin Sutton, Councilmember Mandi Villarreal Salvo, Councilmember Peter Gordon, Councilmember Krystal Kinsey.

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. CITY COUNCIL COMMENTS

5.1. General Comments from City Council

5.2. City Council Liaison Reports

6. PUBLIC COMMENT - None

7. CITY MANAGER COMMENTS

7.1. General City Manager Comments

7.2. Introduction of Jim Stuart, Interim Police Chief

7.3. Code Enforcement Appreciation Week.

8. PROCLAMATIONS

8.1 Proclamation No. 2021-017: Proclaiming November 5, 2021, as Arbor Day in the Cityof Hutto.

9. CONSENT AGENDA ITEMS

9.1. Consideration and possible action on approving the October 21, 2021 City Council meeting minutes.

9.2. Consideration and possible action on Resolution No. R-2021-161 accepting the infrastructure improvements for the subdivision known as Mustang Creek Phase 5.

Councilmember Sutton pulled Item 9.2. Councilmember Gordon pulled Item 9.5 & 9.6. Councilmember Kinsey pulled Item 9.7. Councilmember Thornton pulled Item 9.4.

Councilmember Villarreal Salvo made a motion to approve 9.1 and 9.3 as presented. Councilmember Kinsey seconded the motion. The motion passed unanimously. (7:0)

9.2. Consideration and possible action on Resolution No. R-2021-162 amending the amount of the construction contract to Cash Construction Company, Inc. to $4,875,524.00 for construction of improvements associated with the City of Hutto Transmission and Distribution Waterline Improvements project; and authorizing the City Manager to execute said Agreement.

Councilmember Sutton made a motion to approve Item 9.2 as presented. Councilmember Villarreal Salvo seconded the motion. The motion passed 5:2 with Mayor Snyder and Councilmember Kinsey against.

9.4. Consideration and possible action to combine ADA Task Force and Communication Task Force. Tabled until the November 18, 2021 City Council meeting.

9.5. Consideration and possible action on Resolution No. R-2021-163 approving a General Service Agreement with Atlas Construction for the mill and overlay of Live Oak Street and other necessary services. (Legal - C. Rosas-Grillet)

Discussion ensued. The increase in cost is due primarily to the cost of asphalt.

Councilmember Villarreal Salvo made a motion to approve Item 9.5 as presented. Councilmember Gordon seconded the motion. The motion passed (6:1) with Councilmember Kinsey against.

9.6. Consideration and possible action on Resolution No. R-2021-164 approving Change Order No. 1 to the General Service Agreement with Atlas Construction for the mill and overlay of Live Oak Street and other necessary services. (Legal - C. Rosas-Grillet)

Councilmember Gordon made a motion to approve Item 9.6 as presented. Councilmember Sutton seconded the motion. The motion passed (6:1) with Councilmember Kinsey against.

Mayor Snyder requested to move Item 10.4 up. There were no objections.

10.4. Consideration and possible action regarding amending/creating various personnel policies for the Hutto Police Department.

Chief Stuart was present to discuss this item. The Hutto Police Officer's Association was present to discuss this item.

Discussion ensued. Sgt. Davis, Vice President of the Hutto Police Officer's Association made a statement.

The HPOA requested a motion and a vote to recognize the HPOA as a bargaining agent and enter into a meet and confer status with the City of Hutto.

This item as well as an item on meet and confer will be brought back at the November 18, 2021 City Council meeting.

10.2. Consideration and possible action on renaming of Brushy Creek Parks (Parks Advisory Board)

Perry Savard, Chairman and Sharon Dyer for the Parks Advisory Board was present for this discussion.

Discussion ensued.

Councilmember Thornton made a motion to name the park Adam Orgain Park. Mayor Snyder seconded the motion. The motion passed unanimously. (7:0)

9.7. Consideration and possible action on Resolution No. R-2021-165 interlocal agreement between the City of Hutto and Williamson County regarding participation in the design and construction related to Segment 3 of the Southeast Loop (FM 3349) Construction Project. (Wade Benton)

Councilmember Villarreal Salvo made a motion to approve item 9.7 as presented. Councilmember Kinsey seconded the motion. The motion passed unanimously. (7:0)

10. OTHER BUSINESS

10.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, Area Government appointments and Advisory Committees.

Councilmember Villarreal made a motion to reappoint Lori Brown Duncan to the Ethics Commission.

Rick Hudson and Brad Walker as alternates to the Zoning Board of Adjustments.

Cassandra Balderas to the Communication Task Force. Councilmember Kinsey seconded the motion. The motion passed unanimously. (7:0)

November 18, 2021 agenda item, creation of a Council subcommittee for personnel policy handbook.

10.3. Consideration and possible action on the Parks Capital Improvement Plan (Parks Advisory Board)

Perry Savard, Chair of the Parks Advisory Board was present for this discussion.

Discussion ensued.

Councilmember Villarreal Salvo made a motion to move forward with priority A.

Councilmember Gordon made an amendment to the motion to do all recommended improvements at Fritz Park as presented. Mayor Snyder seconded the motion. The motion failed (2:5) with MPT Rose and Councilmembers Sutton, Kinsey, Thornton, Villarreal Salvo against.

Councilmember Villarreal Salvo made a motion to have staff come back with a plan and a cost of all restroom remodels and the addition of restrooms at Community Park. Councilmember Kinsey made an amendment to the motion to add the parking lot lights to Hutto Lake Park. Councilmember Thornton seconded the motion. The motion passed unanimously (7:0)

Councilmember Villarreal Salvo made a motion to move Items 10.6 and 10.7 up. There were no objections.

10.6. Consideration and possible action on the City's noise ordinance, specifically hours of operation for construction and fines for violation. (Councilmember Villarreal Salvo)

Discussion ensued. This item will be brought back at the December 2, 2021 City Council meeting.

10.7. Consideration and possible action regarding speed limits within the city limits. (Councilmember Sutton)

Discussion ensued. Speed limit ordinance with public hearing will come back at the November 18th meeting.

10.5. Consideration and possible action regarding closed captioning services for city meetings.

Discussion ensued. This item will come back the November 18th meeting with a budget amendment.

11. ORDINANCES

11.1. Public Hearing and action on Ordinance No. O-2021-066 amending Chapter 2, Article 2.02, Division 5, Section 2.02.121 of the City of Hutto Code of Ordinances providing for the appointment of alternate board members to serve in the absence of one or more regular members of the zoning board of adjustment; and establishing procedural and organizational rules. (First Reading) (Ashley Lumpkin)

Public hearing opened: 10:56 PM
Public hearing closed: 10:57 PM

Councimember Villarreal Salvo made a motion to approve Item 11.1 as presented. Councilmember Kinsey seconded the motion. The motion passed (7:0)

11.2. Consideration and possible action on Ordinance No. O-2021-066 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.

Councilmember Kinsey made a motion to dispense of the second reading of Ordinance No. O-2021-066. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

11.3. Consideration of a public hearing and possible action on Ordinance No. O-2021-067 on the proposed zoning change for property known as FM 1660, 0.412 acres, more or less, of land, from SF-1 (Single Family) to B-1 (Local Business), located at the southwest corner of Richards Drive and FM 1660 South. (First Reading)(Ashley Lumpkin)

Public hearing opened: 11:02 PM
Public hearing closed: 11:02 PM

Councilmember Villarreal Salvo made a motion to approve Item 11.3 as presented. Councilmember Sutton seconded the motion. The motion passed unanimously. (7:0)

11.4. Consideration and possible action on Ordinance No. O-2021-067 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.

Councilmember Sutton made a motion to dispense of the second reading of Ordinance No. O-2021-067. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

12. EXECUTIVE SESSION - Entered: 11:04 PM

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

12.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

12.2. Receive legal advice pursuant to Texas Government Code Section 551.071 to deliberate and seek the advice of its attorneys regarding the following matters: Jones v. City of Hutto, et al. pending in the U.S. District Court, Western District of Texas, Austin Division; Preston Hollow Capital, LLC v. Cottonwood Development Corporation, et al. pending in the U.S. Fifth Circuit Court of Appeals, New Orleans, La.; City of Hutto, et al. v. Legacy Hutto, LLC, pending in the Texas Third District Court of Appeals, Austin, Texas. Longhorn Title Company, Interpleader v. Preston Hollow Capital, LLC., et al., pending in the 368th Judicial District, Williamson County, Texas; City of Hutto v. Wolverine Interests, LLC. filed in the 26th Judicial District, Williamson County, Texas; River Creek Development Corporation, et al v. Paxton, et al, filed in the 425th Judicial District, Williamson County, Texas.; and pre-litigation matters regarding City of Hutto v. McGinnis Lockridge, et al.

12.3. Executive session in accordance with Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Manager, Interim City Manager.

12.4. Receive legal advice pursuant to Texas Government Code Sec. 551.071 regarding a development agreement with Williamson County to provide sewer to two land parcels related to the megasite.

13. ACTION RELATIVE TO EXECUTIVE SESSION - Reconvened: 1:04 AM

13.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests. - No action taken.

13.2. Consideration and possible action on legal advice received pursuant to Texas Government Code Section 551.071 regarding the following matters: Jones v. City of Hutto, et al. pending in the U.S. District Court, Western District of Texas, Austin Division; Preston Hollow Capital, LLC v. Cottonwood Development Corporation, et al. pending in the U.S. Fifth Circuit Court of Appeals, New Orleans, La.; City of Hutto, et al. v. Legacy Hutto, LLC, pending in the Texas Third District Court of Appeals, Austin, Texas. Longhorn Title Company, Interpleader v. Preston Hollow Capital, LLC., et al., pending in the 368th Judicial District, Williamson County, Texas; City of Hutto v. Wolverine Interests, LLC. filed in the 26th Judicial District, Williamson County, Texas; River Creek Development Corporation, et al v. Paxton, et al, filed in the 425th Judicial District, Williamson County, Texas.; and pre-litigation matters regarding City of Hutto v. McGinnis Lochridge, et al. - No action taken.

13.3. Consideration and possible action on Executive Session in accordance with Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Manager, Interim City Manager.

Councilmember Thornton made a motion to authorize the separation agreement drafted by the City Attorney be provided to the City Manager and if the City Manager executes the agreement and provides the Certification of Funds, then authorize the Mayor to sign on behalf of the City. Councilmember Gordon seconded the motion. The motion passed (5:2) with MPT Rose and Councilmember Kinsey against.

13.4. Consideration and possible action on Executive Session in accordance with Texas Open Meetings Act Section 551.071 regarding a development agreement with Williamson County to provide sewer to two land parcels related to the megasite. No action taken.

14. ADJOURNMENT

Regular meeting adjourned at 1:04 AM. Special Called City Council meeting adjourned at 1:04 AM.

Passed and approved this 18th day of November, 2021.

ATTEST:

_____
Mike Snyder, Mayor

_____
Holly Nagy

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-168 accepting the infrastructure improvements for the subdivision known as Cottonwood Creek Phase 3 (Padma Patla)
Meeting: Thursday, November 18, 2021
Department: Public Works
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Cottonwood Creek Phase 3 TDLR Inspection
2. Cottonwood Creek Phase 3 Maintenance Bond
3. Cottonwood Creek Phase 3 Final Cost and Quantities
4. Cottonwood Creek Phase 3 Engineer Concurrence Letter
5. Cottonwood Creek Phase 3 Construction Summary
6. Cottonwood Creek Phase 3 Acceptance Resolution

August 26, 2021

Josh Janysek
BGE

Re: TAS Inspection - Cottonwood Creek Phase 3

Dear Josh:

This report presents the findings of the on-site inspection for the Cottonwood Creek Phase 3 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 August 23, 2021 which included the review of pedestrian sidewalks, curb ramps and associated crosswalks of the subdivision in Hutto, Texas.

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 arturo@alturalp.com with any questions.

Sincerely,

Arturo Pinero, RAS #1551

Altura Solutions, LLC
3616 Far West Blvd., Ste. 117-288, Austin, TX 78731

(512) 410-7059
arturo@alturalp.com

MAINTENANCE BOND

Bond No.: 107471587

KNOWN ALL BY THESE PRESENTS: That we Cash Construction Company, Inc., as Principal, and Travelers Casualty and Surety Company, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto City of Hutto, as Obligee, in the total sum of Three Million Three Hundred One Thousand One Hundred Six & 30/100 U.S. Dollars ($3,301,106.30) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated November 1, 2020 for Cottonwood Creek Phase 3 Paving, Drainage, Water and Wastewater Improvements ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 2 year(s) commencing on September 6, 2021 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 27th day of August, 2021.

Cash Construction Company, Inc.
(Principal)

By: _____

Travelers Casualty and Surety Company

By: _____
Camille M. Cruz, Attorney-in-Fact

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Camille M. Cruz of Atlanta, Georgia, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

HARTFORD, CONN. TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of August, 2021.

HARTFORD, CONN. TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TO: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD
13620 N. FM 620, BLDG. B, SUITE 150
AUSTIN, TEXAS 78717

FROM: CASH CONSTRUCTION COMPANY, INC.
217 KINGSTON LACY BLVD.
PFLUGERVILLE, TEXAS 78660

FINAL COST & QUANITITES

JOB NAME: **Cottonwood Creek Phase 3**
JOB# 946
ESTIMATE # FINAL COSTS
DATE 08/05/2021
ORIG. AMOUNT **$3,482,196.00**
REV. AMOUNT **$4,345,953.53**
RETAINAGE 10%

Bond Improvements
Non-Bond Improvements

TOTAL BOND AMOUNT
$3,301,106.30

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	BOND AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	WATER IMPROVEMENTS										
1-01	8-INCH C-900, DR-14 POTABLE WATERLINE INCLUDING FITTINGS AND	LF	4,170.00	$158,460.00	$38.00	4,170.00	0.00	$0.00	4,170.00	$158,460.00	100.00%
1-02	1" IRRIGATION SERVICE, PER EACH, CIP	EA	1.00	$1,100.00	$1,100.00	1.00	0.00	$0.00	1.00	$1,100.00	100.00%
1-03	SINGLE WATER SERVICE, PER EACH, CIP	EA	17.00	$18,275.00	$1,075.00	17.00	0.00	$0.00	17.00	$18,275.00	100.00%
1-04	DOUBLE WATER SERVICE, PER EACH, CIP	EA	54.00	$75,600.00	$1,400.00	54.00	0.00	$0.00	54.00	$75,600.00	100.00%
1-05	FIRE HYDRANT ASSEMBLY, PER EACH, CIP	EA	9.00	$40,500.00	$4,500.00	9.00	0.00	$0.00	9.00	$40,500.00	100.00%
1-06	8-INCH GATE VALVE, PER EACH, CIP	EA	10.00	$14,000.00	$1,400.00	10.00	0.00	$0.00	10.00	$14,000.00	100.00%
1-07	8-INCH CONNECT TO EXISTING, PER EACH, CIP	EA	4.00	$6,000.00	$1,500.00	4.00	0.00	$0.00	4.00	$6,000.00	100.00%
1-08	AUTOMATIC FLUSH VALVE, PER EACH, CIP	EA	1.00	$4,200.00	$4,200.00	1.00	0.00	$0.00	1.00	$4,200.00	100.00%
1-09	TRENCH SAFETY SYSTEMS, ALL DEPETHS, PER LINEAR FOOT, CIP	LF	4,170.00	$2,085.00	$0.50	4,170.00	0.00	$0.00	4,170.00	$2,085.00	100.00%
	SUBTOTAL WATER IMPROVEMENTS			**$320,220.00**				**$0.00**		**$320,220.00**	
	WASTEWATER IMPROVEMENTS										
2-01	8-INCH ASTM D3034 SDR-26 WASTEWATER PIPE,0'-8', PER LINEAR FC	LF	523.00	$17,259.00	$33.00	523.00	0.00	$0.00	523.00	$17,259.00	100.00%
2-02	8-INCH ASTM D3034 SDR-26 WASTEWATER PIPE,8'-10', PER LINEAR F	LF	1,302.00	$44,268.00	$34.00	1,302.00	0.00	$0.00	1,302.00	$44,268.00	100.00%
2-03	8-INCH ASTM D3034 SDR-26 WASTEWATER PIPE,10'-12', PER LINEAR	LF	2,468.00	$88,848.00	$36.00	2,468.00	0.00	$0.00	2,468.00	$88,848.00	100.00%
2-04	8-INCH ASTM D3034 SDR-26 WASTEWATER PIPE,12'-14', PER LINEAR	LF	199.00	$7,562.00	$38.00	199.00	0.00	$0.00	199.00	$7,562.00	100.00%
2-05	STANDARD MANHOLE FOR WASTEWATER.4-FOOT DIA. PER EACH. C	EA	21.00	$94,500.00	$4,500.00	21.00	0.00	$0.00	21.00	$94,500.00	100.00%
2-06	EXTRA DEPTH, 4-FOOT DIA., PER VERTICAL LINEAR FOOT, CIP	VF	75.00	$18,750.00	$250.00	75.00	0.00	$0.00	75.00	$18,750.00	100.00%
2-07	SINGLE WASTEWATER SERVICE, PER EACH, CIP	EA	17.00	$17,000.00	$1,000.00	17.00	0.00	$0.00	17.00	$17,000.00	100.00%
2-08	DOUBLE WASTEWATER SERVICE, PER EACH, CIP	EA	54.00	$81,000.00	$1,500.00	54.00	0.00	$0.00	54.00	$81,000.00	100.00%
2-09	CONNECT TO EXISTING, PER EACH, CIP	EA	4.00	$5,400.00	$1,350.00	4.00	0.00	$0.00	4.00	$5,400.00	100.00%
2-10	TRENCH SAFETY SYSTEMS, ALL DEPTHS, PER LINEAR FOOT, CIP	LF	4,492.00	$4,492.00	$1.00	4,492.00	0.00	$0.00	4,492.00	$4,492.00	100.00%
	SUBTOTAL WASTEWATER IMPROVEMENTS			**$379,079.00**				**$0.00**		**$379,079.00**	
	DRAINAGE IMPROVEMENTS										
3-01	18-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	2,385.00	$116,865.00	$49.00	2,385.00	0.00	$0.00	2,385.00	$116,865.00	100.00%
3-02	24-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	538.00	$32,818.00	$61.00	538.00	0.00	$0.00	538.00	$32,818.00	100.00%
3-03	30-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	1,616.00	$127,664.00	$79.00	1,616.00	0.00	$0.00	1,616.00	$127,664.00	100.00%
3-04	36-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	216.00	$22,680.00	$105.00	216.00	0.00	$0.00	216.00	$22,680.00	100.00%
3-05	42-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	465.00	$62,775.00	$135.00	465.00	0.00	$0.00	465.00	$62,775.00	100.00%
3-06	48-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	298.00	$47,978.00	$161.00	298.00	0.00	$0.00	298.00	$47,978.00	100.00%
3-07	54-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	428.00	$98,440.00	$230.00	428.00	0.00	$0.00	428.00	$98,440.00	100.00%
3-08	MULTIBOX CULVERT HEADWALL W/ DISSIPATORS, PER EACH, CIP	EA	2.00	$31,600.00	$15,800.00	2.00	0.00	$0.00	2.00	$31,600.00	100.00%
3-09	4'X3' RCB HEADWALL W/ DISSIPATORS, PER EACH, CIP	EA	1.00	$14,500.00	$14,500.00	1.00	0.00	$0.00	1.00	$14,500.00	100.00%
3-10	5-6'X5' RCB, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	82.00	$172,200.00	$2,100.00	82.00	0.00	$0.00	82.00	$172,200.00	100.00%
3-11	4'X3' RCB, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	50.00	$12,500.00	$250.00	50.00	0.00	$0.00	50.00	$12,500.00	100.00%
3-12	4'X4' RCB, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	85.00	$22,950.00	$270.00	85.00	0.00	$0.00	85.00	$22,950.00	100.00%
3-13	36" HEADWALL W/ ENERGY DISSIPATERS, PER EACH, CIP	EA	1.00	$7,500.00	$7,500.00	1.00	0.00	$0.00	1.00	$7,500.00	100.00%
3-14	18" SET, PER EACH, CIP	EA	2.00	$3,800.00	$1,900.00	2.00	0.00	$0.00	2.00	$3,800.00	100.00%
3-15	4'X4' AREA INLET, PER EACH, CIP	LF	1.00	$3,200.00	$3,200.00	1.00	0.00	$0.00	1.00	$3,200.00	100.00%
3-16	10-FOOT CURB INLET PER EACH, CIP	EA	28.00	$106,400.00	$3,800.00	28.00	0.00	$0.00	28.00	$106,400.00	100.00%
3-17	15-FOOT CURB INLET PER EACH, CIP	EA	3.00	$16,500.00	$5,500.00	3.00	0.00	$0.00	3.00	$16,500.00	100.00%
3-18	STANDARD MANHOLE FOR STOMR, 5-FOOT DIA. PER EACH, CIP	EA	1.00	$4,300.00	$4,300.00	1.00	0.00	$0.00	1.00	$4,300.00	100.00%
3-19	4'X4' JUNCTION BOX, PER EACH, CIP	EA	2.00	$7,400.00	$3,700.00	2.00	0.00	$0.00	2.00	$7,400.00	100.00%
3-20	5'X5' JUNCTION BOX, PER EACH, CIP	EA	7.00	$30,100.00	$4,300.00	7.00	0.00	$0.00	7.00	$30,100.00	100.00%
3-21	6'X6' JUNCTION BOX, PER EACH, CIP	EA	5.00	$32,500.00	$6,500.00	5.00	0.00	$0.00	5.00	$32,500.00	100.00%
3-22	7'X7' JUNCTION BOX, PER EACH, CIP	EA	1.00	$10,000.00	$10,000.00	1.00	0.00	$0.00	1.00	$10,000.00	100.00%
3-23	TRICKLE CHANNEL, PER LINEAR FOOT, CIP	LF	975.00	$63,375.00	$65.00	975.00	0.00	$0.00	975.00	$63,375.00	100.00%
	ROCK RIP RAP	SY	712.00	$30,616.00	$43.00	712.00	0.00	$0.00	712.00	$30,616.00	100.00%
3-24	CONNECT TO EXISTING 30" RCP	LF	2.00	$900.00	$450.00	2.00	0.00	$0.00	2.00	$900.00	100.00%
3-25	TRENCH SAFETY SYSTEMS, ALL DEPTHS, PER LINEAR FOOT, CIP	LF	5,747.00	$2,873.50	$0.50	5,747.00	0.00	$0.00	5,747.00	$2,873.50	100.00%
	SUBTOTAL DRAINAGE IMPROVEMENTS			**$1,082,434.50**				**$0.00**		**$1,082,434.50**	

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	BOND AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	PAVING IMPROVEMENTS										
4-01	SUBGRADE PREPARATION, PER SQUARE YARD, CIP	SY	30,400.00	$76,000.00	$2.50	30,400.00	0.00	$0.00	30,400.00	$76,000.00	100.00%
4-02	8-INCH LIME TREATED SUBGRADE, PER SQUARE YARD, CIP	SY	30,400.00	$205,200.00	$6.75	30,400.00	0.00	$0.00	30,400.00	$205,200.00	100.00%
4-03	HMAC, 2-INCH THICKNESS, TYPE D PER SQUARE YARD, CIP	SY	23,430.00	$222,585.00	$9.50	23,430.00	0.00	$0.00	23,430.00	$222,585.00	100.00%
4-04	CRUSHED LIMESTONE BASE, 9-INCH THICKNESS, PER SQUARE YARI	SY	17,420.00	$156,780.00	$9.00	17,420.00	0.00	$0.00	17,420.00	$156,780.00	100.00%
4-05	CRUSHED LIMESTONE BASE 14-INCH THICKNESS, PER SQUARE YAR	SY	12,970.00	$181,580.00	$14.00	12,970.00	0.00	$0.00	12,970.00	$181,580.00	100.00%
4-06	STREET END BARRICADE, PER EACH, CIP	LS	4.00	$3,600.00	$900.00	4.00	0.00	$0.00	4.00	$3,600.00	100.00%
4-07	MACHINE LAID P.C. CONCRETE CURB AND GUTTER, PER LINEAR FO(	LF	12,580.00	$163,540.00	$13.00	12,580.00	0.00	$0.00	12,580.00	$163,540.00	100.00%
4-08	P.C. CONCRETE SIDEWALK, 5-FEET WIDE, 4-INCH THICKNESS, PER S	LF	3,936.00	$114,144.00	$29.00	3,936.00	0.00	$0.00	3,936.00	$114,144.00	100.00%
4-09	P.C. CONCRETE SIDEWALK, 8-FEET WIDE, 4-INCH THICKNESS, PER S	LF	1,044.00	$43,848.00	$42.00	1,044.00	0.00	$0.00	1,044.00	$43,848.00	100.00%
4-10	P.C. CONCRETE SIDEWALK CURB RAMP WITH PAVERS, PER EACH, C	EA	43.00	$51,600.00	$1,200.00	43.00	0.00	$0.00	43.00	$51,600.00	100.00%
4-11	SIGNING AND STRIPING, PER LUMP SUM, CIP	LS	1.00	$15,687.25	$15,687.25	1.00	0.00	$0.00	1.00	$15,687.25	100.00%
4-12	REMOVE STREET END BARRICADE, PER LUMP SUM, CIP	EA	1.00	$450.00	$450.00	1.00	0.00	$0.00	1.00	$450.00	100.00%
4-13	SAW CUT & TIE IN TO EXISTING STREET	EA	3.00	$1,350.00	$450.00	3.00	0.00	$0.00	3.00	$1,350.00	100.00%
4-14	GUARD RAIL, PER LINEAR FOOT, CIP	LF	203.00	$27,405.00	$135.00	203.00	0.00	$0.00	203.00	$27,405.00	100.00%
4-15	CONCRETE VALLEY GUTTERS, PER EACH, CIP	EA	7.00	$40,775.00	$5,825.00	7.00	0.00	$0.00	7.00	$40,775.00	100.00%
	SUBTOTAL PAVING IMPROVEMENTS			**$1,304,544.25**				**$0.00**		**$1,304,544.25**	
	EROSION AND SEDIMENTATION CONTROLS										
5-01	SILT FENCE FOR EROSION CONTROL, PER LINEAR FOOT, CIP	LF	10,126.00	$27,846.50	$2.75	10,126.00	0.00	$0.00	10,126.00	$27,846.50	100.00%
5-02	INLET PROTECTION, PER EACH, CIP	EA	31.00	$2,652.05	$85.55	31.00	0.00	$0.00	31.00	$2,652.05	100.00%
5-03	STABILIZED CONSTRUCTION ENTRANCE, PER EACH, CIP	EA	2.00	$5,500.00	$2,750.00	2.00	0.00	$0.00	2.00	$5,500.00	100.00%
5-04	ROCK BERM, PER LINEAR FOOT, CIP	LF	90.00	$2,250.00	$25.00	90.00	0.00	$0.00	90.00	$2,250.00	100.00%
5-05	REVEGETATION, PER SQUARE YARD, CIP	SY	115,400.00	$34,620.00	$0.30	115,400.00	0.00	$0.00	115,400.00	$34,620.00	100.00%
5-06	EROSION CONTROL MATTING, PER SQUARE YARD, CIP	SY	7,600.00	$53,200.00	$7.00	7,600.00	0.00	$0.00	7,600.00	$53,200.00	100.00%
	SUBTOTAL EROSION AND SEDIMENTATION CONTROLS			**$126,068.55**				**$0.00**		**$126,068.55**	
	CLEARING AND EXCAVATION IMPROVEMENTS										
6-01	CLEARING AND GRUBBING, PER ACRE, CIP	AC	32.00	$12,000.00	$375.00	32.00	0.00	$0.00	32.00	$12,000.00	100.00%
6-02	EXCAVATION, PER CUBIC YARD, CIP	CY	26,209.00	$117,940.50	$4.50	26,209.00	0.00	$0.00	26,209.00	$117,940.50	100.00%
6-03	EMBANKMENT, PER CUBIC YARD, CIP	CY	28,447.00	$102,409.20	$3.60	28,447.00	0.00	$0.00	28,447.00	$102,409.20	100.00%
6-04	MOBILIZATION, PER LUMP SUM, CIP	LS	1.00	$37,500.00	$37,500.00	1.00	0.00	$0.00	1.00	$37,500.00	100.00%
	SUBTOTAL CLEARING AND EXCAVATION IMPROVEMENTS			**$0.00**				**$0.00**		**$0.00**	
	ADD/ALT SCHEDULE ACCELERATION										
ADD-1	150 SUBSTANTIAL COMPLETION 180 FINAL COMPLETION	LS	1.00			0.00					
	1 1/4" GRAVEL FOR TRENCHES WITH WATER TO FLOW	CY	10.00	$292.50	$29.25	0.00	0.00	$0.00	0.00	$0.00	0.00%
	MIRAFI 4ON PR EQUIC. FILTER FABRIC (WRAP GRAVEL)	SF	300.00	$105.00	$0.35	0.00	0.00	$0.00	0.00	$0.00	0.00%
	SUBTOTAL ADD/ALT SCHEDULE ACCELERATION			**$0.00**				**$0.00**		**$0.00**	
	CHANGE ORDER #1										
	WASTEWATER										
1	8-INCH ASTM D2024 SDR-26 WASTEWATER PIPE, 0' TO 8', PER LINEAR FOOT, CIP	LF	-428.00	-$14,124.00	$33.00	-428.00	0.00	$0.00	-428.00	-$14,124.00	100.00%
2	8-INCH ASTM D3034 SDR-26 WASTEWATER PIPE, 8' TO 10', PER LINEAR FOOT, CIP	LF	-942.00	-$32,028.00	$34.00	-942.00	0.00	$0.00	-942.00	-$32,028.00	100.00%
3	8-INCH ASTM D3034 SDR-26 WASTEWATER PIPE, 10' TO 12', PER LINEAR FOOT, CIP	LF	-1895.00	-$68,220.00	$36.00	-1895.00	0.00	$0.00	-1,895.00	-$68,220.00	100.00%
4	8-INCH ASTM D3034 SDR-26 WASTEWATER PIPE, 12' TO 14', PER LINEAR FOOT, CIP	LF	-199.00	-$7,562.00	$38.00	-199.00	0.00	$0.00	-199.00	-$7,562.00	100.00%
5	STANDARD MANHOLE FOR WASTEWATER, 4-FOOT DIA. PER EACH, CIP	EA	-18.00	-$81,000.00	$4,500.00	-18.00	0.00	$0.00	-18.00	-$81,000.00	100.00%
6	EXTRA DEPTH, 4-FOOT DIA., PER VERTICAL LINEAR FOOT, CIP	VF	-64.00	-$16,000.00	$250.00	-64.00	0.00	$0.00	-64.00	-$16,000.00	100.00%
7	SINGLE WASTEWATER SERVICE PER EACH, CIP	EA	-6.00	-$6,000.00	$1,000.00	-6.00	0.00	$0.00	-6.00	-$6,000.00	100.00%
8	DOUBLE WASTEWATER SERVICE PER EACH, CIP	EA	-14.00	-$21,000.00	$1,500.00	-14.00	0.00	$0.00	-14.00	-$21,000.00	100.00%
	STORM										
1	30-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	-307.00	-$24,253.00	$79.00	-307.00	0.00	$0.00	-307.00	-$24,253.00	100.00%
2	36-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	-215.00	-$22,575.00	$105.00	-215.00	0.00	$0.00	-215.00	-$22,575.00	100.00%
3	42-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	-332.00	-$44,820.00	$135.00	-332.00	0.00	$0.00	-332.00	-$44,820.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	BOND AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
4	48-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	-220.00	-$35,420.00	$161.00	-220.00	0.00	$0.00	-220.00	-$35,420.00	100.00%
5	54-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	-425.00	-$97,750.00	$230.00	-425.00	0.00	$0.00	-425.00	-$97,750.00	100.00%
6	STANDARD MANHOLE FOR STORM, 5-FOOT DIA. PER EACH, CIP	LF	-1.00	-$4,300.00	$4,300.00	-1.00	0.00	$0.00	-1.00	-$4,300.00	100.00%
7	6'X6' JUNCTION BOX, PER EACH, CIP	LF	-2.00	-$13,000.00	$6,500.00	-2.00	0.00	$0.00	-2.00	-$13,000.00	100.00%
8	7'X7' JUNCTION BOX, PER EACH, CIP	LF	-1.00	-$10,000.00	$10,000.00	-1.00	0.00	$0.00	-1.00	-$10,000.00	100.00%
	WASTEWATER										
1	8-INCH ASTM D2024 SDR-26 WASTEWATER PIPE, 0' TO 8', PER LINEAR FOOT, CIP	LF	428.00	$17,976.00	$42.00	428.00	0.00	$0.00	428.00	$17,976.00	100.00%
2	8-INCH ASTM D3034 SDR-26 WASTEWATER PIPE, 8' TO 10', PER LINEAR FOOT, CIP	LF	942.00	$41,448.00	$44.00	942.00	0.00	$0.00	942.00	$41,448.00	100.00%
3	8-INCH ASTM D3034 SDR-26 WASTEWATER PIPE, 10' TO 12', PER LINEAR FOOT, CIP	LF	1895.00	$87,170.00	$46.00	1895.00	0.00	$0.00	1,895.00	$87,170.00	100.00%
4	8-INCH ASTM D3034 SDR-26 WASTEWATER PIPE, 12' TO 14', PER LINEAR FOOT, CIP	LF	199.00	$9,552.00	$48.00	199.00	0.00	$0.00	199.00	$9,552.00	100.00%
5	STANDARD MANHOLE FOR WASTEWATER, 4-FOOT DIA. PER EACH, CIP	EA	18.00	$83,700.00	$4,650.00	18.00	0.00	$0.00	18.00	$83,700.00	100.00%
6	EXTRA DEPTH, 4-FOOT DIA., PER VERTICAL LINEAR FOOT, CIP	VF	64.00	$16,960.00	$265.00	64.00	0.00	$0.00	64.00	$16,960.00	100.00%
7	SINGLE WASTEWATER SERVICE PER EACH, CIP	EA	6.00	$7,800.00	$1,300.00	6.00	0.00	$0.00	6.00	$7,800.00	100.00%
8	DOUBLE WASTEWATER SERVICE PER EACH, CIP	EA	14.00	$24,500.00	$1,750.00	14.00	0.00	$0.00	14.00	$24,500.00	100.00%
	STORM										
1	30-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	307.00	$27,937.00	$91.00	307.00	0.00	$0.00	307.00	$27,937.00	100.00%
2	36-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	215.00	$25,155.00	$117.00	215.00	0.00	$0.00	215.00	$25,155.00	100.00%
3	42-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	332.00	$48,804.00	$147.00	332.00	0.00	$0.00	332.00	$48,804.00	100.00%
4	48-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	220.00	$38,500.00	$175.00	220.00	0.00	$0.00	220.00	$38,500.00	100.00%
5	54-INCH RCP, CLASS III (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	425.00	$103,700.00	$244.00	425.00	0.00	$0.00	425.00	$103,700.00	100.00%
6	STANDARD MANHOLE FOR STORM, 5-FOOT DIA. PER EACH, CIP	LF	1.00	$4,700.00	$4,700.00	1.00	0.00	$0.00	1.00	$4,700.00	100.00%
7	6'X6' JUNCTION BOX, PER EACH, CIP	LF	2.00	$13,400.00	$6,700.00	2.00	0.00	$0.00	2.00	$13,400.00	100.00%
8	7'X7' JUNCTION BOX, PER EACH, CIP	LF	1.00	$10,250.00	$10,250.00	1.00	0.00	$0.00	1.00	$10,250.00	100.00%
	SUBTOTAL CHANGE ORDER #1			**$63,500.00**				**$0.00**		**$63,500.00**	
	CHANGE ORDER #2										
	PROJECT SECURITY										
1	ONSITE SECURITY (CITY OF HUTTO PD)	DAY	10.00	$16,800.00	$1,680.00	10.00	0.00	$0.00	10.00	$16,800.00	100.00%
	SUBTOTAL CHANGE ORDER #2			**$0.00**				**$0.00**		**$0.00**	
	CHANGE ORDER #3										
	BASE ACCESS ROAD FOR NEIGHBORING PROPERTY										
1	BASE ACCESS ROAD (6" DEEP X 10' WIDE)	SY	735.00	$4,410.00	$6.00	735.00	0.00	$0.00	735.00	$4,410.00	100.00%
	SUBTOTAL CHANGE ORDER #3			**$0.00**				**$0.00**		**$0.00**	
	CHANGE ORDER #4										
	ELECTRIC IMPROVEMENTS										
1	JOINT TRENCH EXCAVATION	LF	2895.00	$47,767.50	$16.50	2895.00	0.00	$0.00	2,895.00	$47,767.50	100.00%
2	NON JOINT TRENCH EXCAVATION	LF	4381.00	$50,381.50	$11.50	4381.00	0.00	$0.00	4,381.00	$50,381.50	100.00%
3	INSTALL 2" CONDUIT	LF	7990.00	$19,975.00	$2.50	7990.00	0.00	$0.00	7,990.00	$19,975.00	100.00%
4	INSTALL 3" CONDUIT	LF	7010.00	$28,040.00	$4.00	7010.00	0.00	$0.00	7,010.00	$28,040.00	100.00%
5	INSTALL SWITCHGEAR	EA	1.00	$4,995.00	$4,995.00	1.00	0.00	$0.00	1.00	$4,995.00	100.00%
6	INSTALL TRANSFORMER PAD	EA	21.00	$25,095.00	$1,195.00	21.00	0.00	$0.00	21.00	$25,095.00	100.00%
7	INSTALL SECONDARY PEDESTAL	EA	60.00	$24,300.00	$405.00	60.00	0.00	$0.00	60.00	$24,300.00	100.00%
8	INSTALL STREET LIGHT	EA	18.00	$17,820.00	$990.00	18.00	0.00	$0.00	18.00	$17,820.00	100.00%
9	ELECTRIC BORES	LF	745.00	$59,600.00	$80.00	745.00	0.00	$0.00	745.00	$59,600.00	100.00%
10	STAKING	LS	1.00	$4,365.00	$4,365.00	1.00	0.00	$0.00	1.00	$4,365.00	100.00%
11	BASE BACKFILL FOR ELECTRIC CROSSINGS	LS	1.00	$34,075.00	$34,075.00	1.00	0.00	$0.00	1.00	$34,075.00	100.00%
	GAS IMPROVEMENTS										
1	JOINT TRENCH EXCAVATION	LF	2895.00	$47,767.50	$16.50	2895.00	0.00	$0.00	2,895.00	$47,767.50	100.00%
2	NON JOINT TRENCH EXCAVATION	LF	4381.00	$50,381.50	$11.50	4381.00	0.00	$0.00	4,381.00	$50,381.50	100.00%
3	3/4" POLY PIPE	LF	2535.00	$15,210.00	$6.00	2535.00	0.00	$0.00	2,535.00	$15,210.00	100.00%
4	2" POLY PIPE	LF	3420.00	$20,520.00	$6.00	3420.00	0.00	$0.00	3,420.00	$20,520.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	BOND AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
5	4" POLY PIPE	LF	2666.00	$30,659.00	$11.50	2666.00	0.00	$0.00	2,666.00	$30,659.00	100.00%
6	6" POLY PIPE	LF	1210.00	$26,620.00	$22.00	1210.00	0.00	$0.00	1,210.00	$26,620.00	100.00%
7	SERVICE TAPS	EA	77.00	$20,790.00	$270.00	77.00	0.00	$0.00	77.00	$20,790.00	100.00%
8	POLY TIE IN	EA	3.00	$17,490.00	$5,830.00	3.00	0.00	$0.00	3.00	$17,490.00	100.00%
9	2" SLEEVE	LF	1610.00	$10,465.00	$6.50	1610.00	0.00	$0.00	1,610.00	$10,465.00	100.00%
10	4" SLEEVE	LF	560.00	$7,700.00	$13.75	560.00	0.00	$0.00	560.00	$7,700.00	100.00%
11	6" SLEEVE	LF	210.00	$5,145.00	$24.50	210.00	0.00	$0.00	210.00	$5,145.00	100.00%
12	8" SLEEVE	LF	140.00	$3,990.00	$28.50	140.00	0.00	$0.00	140.00	$3,990.00	100.00%
13	GAS BORES	LF	490.00	$39,200.00	$80.00	490.00	0.00	$0.00	490.00	$39,200.00	100.00%
14	STAKING	LS	1.00	$4,365.00	$4,365.00	1.00	0.00	$0.00	1.00	$4,365.00	100.00%
15	BASE BACKFILL FOR GAS CROSSINGS	LS	1.00	$29,525.00	$29,525.00	1.00	0.00	$0.00	1.00	$29,525.00	100.00%
	BASE REWORK										
1	REWORK BASE AFTER CROSSINGS (6 DAYS)	LS	1.00	$23,188.00	$23,188.00	1.00	0.00	$0.00	1.00	$23,188.00	100.00%
	SUBTOTAL CHANGE ORDER #4			**$0.00**				**$0.00**		**$0.00**	
	CHANGE ORDER #5										
	OFFSITE ELECTRIC IMPROVEMENTS										
1	TRENCH EXCAVATION	LF	3431.00	$36,025.50	$10.50	3431.00	0.00	$0.00	3,431.00	$36,025.50	100.00%
2	INSTALL 2" CONDUIT	LF	1050.00	$2,625.00	$2.50	1050.00	0.00	$0.00	1,050.00	$2,625.00	100.00%
3	INSTALL 6" CONDUIT	LF	5376.00	$24,192.00	$4.50	5376.00	0.00	$0.00	5,376.00	$24,192.00	100.00%
4	INSTALL 4'X8' PULLBOX	EA	7.00	$33,075.00	$4,725.00	7.00	0.00	$0.00	7.00	$33,075.00	100.00%
5	RISER	EA	1.00	$2,035.00	$2,035.00	1.00	0.00	$0.00	1.00	$2,035.00	100.00%
6	ELECTRIC BOXES	LF	363.00	$29,040.00	$80.00	363.00	0.00	$0.00	363.00	$29,040.00	100.00%
7	STAKING	LS	1.00	$2,465.00	$2,465.00	1.00	0.00	$0.00	1.00	$2,465.00	100.00%
8	REVEGETATION	SY	2110.00	$633.00	$0.30	2110.00	0.00	$0.00	2,110.00	$633.00	100.00%
	ONCOR REIMBURSEMENT										
1	ONSITE ONCOR REIMBURSEMENT	LS	1.00	-$57,955.48	-$57,955.48	1.00	0.00	$0.00	1.00	-$57,955.48	100.00%
2	OFFSITE ONCOR REMIBURSEMENT	LS	1.00	-$26,641.49	-$26,641.49	1.00	0.00	$0.00	1.00	-$26,641.49	100.00%
	SUBTOTAL CHANGE ORDER #5			**$0.00**				**$0.00**		**$0.00**	
	CHANGE ORDER #6										
	PHASE 1 WASTEWATER IMPROVEMENTS										
1	MOBILIZATION	EA	1.00	$2,500.00	$2,500.00	1.00	0.00	$0.00	1.00	$2,500.00	100.00%
2	RELOCATE 4' DIA MANHOLE (WW-P1)	EA	1.00	$4,905.00	$4,905.00	1.00	0.00	$0.00	1.00	$4,905.00	100.00%
3	REMOVE & REPLACE 8" SDR-26 PVC (14'-16') NORMAL BACKFILL	LF	66.00	$8,250.00	$125.00	66.00	0.00	$0.00	66.00	$8,250.00	100.00%
4	24" BASE TO TOP OF SUBGRADE IN-LIEU OF FLOWABLE FILL OR	SY	60.00	$4,500.00	$75.00	60.00	0.00	$0.00	60.00	$4,500.00	100.00%
5	REWORK MANHOLE INVERTS	EA	2.00	$3,820.00	$1,910.00	2.00	0.00	$0.00	2.00	$3,820.00	100.00%
6	RECOAT RELOCATED 4' DIA MANHOLE	EA	1.00	$1,480.00	$1,480.00	1.00	0.00	$0.00	1.00	$1,480.00	100.00%
7	REWORK 10" BASE (3' BOC)	SY	385.00	$3,850.00	$10.00	385.00	0.00	$0.00	385.00	$3,850.00	100.00%
8	FLOWABLE FILL EXISTING MH CRACK	LS	1.00	$1,205.00	$1,205.00	1.00	0.00	$0.00	1.00	$1,205.00	100.00%
	WATER IMPROVEMENTS										
1	IRRIGATION SERVICE AT ZAGATO/CARL STERN	EA	1.00	$1,100.00	$1,100.00	1.00	0.00	$0.00	1.00	$1,100.00	100.00%
	SUBTOTAL CHANGE ORDER #6			**$25,260.00**				**$0.00**		**$25,260.00**	
	CHANGE ORDER #7										
	COTTONWOOD PH1 EXTRA BASE ROAD										
1	MOBILIZATION (7/29/21)	LS	1.00	$5,500.00	$5,500.00	1.00	0.00	$0.00	1.00	$5,500.00	100.00%
2	STRIP & PREP	SY	1134.00	$5,670.00	$5.00	1134.00	0.00	$0.00	1,134.00	$5,670.00	100.00%
3	6" BASE ROAD 12' WIDE 850' LONG	SY	1134.00	$18,144.00	$16.00	1134.00	0.00	$0.00	1,134.00	$18,144.00	100.00%
4	FINE GRADING TO RESTORE DRAINAGE PATTERN	LF	800.00	$3,200.00	$4.00	800.00	0.00	$0.00	800.00	$3,200.00	100.00%
	SUBTOTAL CHANGE ORDER #7			**$0.00**				**$0.00**		**$0.00**	
	TOTAL COST & QUANTITIES			**$3,301,106.30**				**$0.00**		**$3,301,106.30**	

8/23/2021

RE: Cottonwood Creek Phase 3 Paving, Drainage, Water & Wastewater Improvements
City of Hutto
Williamson County
Contractor: Cash Construction

Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On August 23, 2021, I the undersigned professional engineer, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc. under the supervision of Josh Janysek, singly and several joint site visits conducted with City of Hutto Site Inspectors accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Cottonwood Creek Phase 1 Paving, Drainage, Water & Wastewater Improvements project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits with insignificant deviation.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.

Josh Janysek, P.E.
Project Manager – Construction

8/23/2021

STATE OF TEXAS
JOSHUA K. JANYSEK
134412
LICENSED
PROFESSIONAL ENGINEER

cc: Todd Meaker, City of Hutto
Chase Kohlhoff, Lennar
Ty Egbert, Cash Construction

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Cottonwood Phase 3

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Todd Meaker

CONTRACTOR: Cash Construction Company Inc.

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: $1,094,952.25

SIDEWALK IMPROVEMENT COST: $157,992.00

SIDEWALK RAMP IMPROVEMENT COST: $51,600.00

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: $1,1027,62.50

WATER IMPROVEMENT COST: $321,320.00

WASTEWATER IMPROVEMENT COST: $446,411.00

RESTORATION COST: $126,068.55

TOTAL IMPROVEMENT COST: $3,301106.30

PREPARED BY (DESIGN ENGINEER): Josh Janysek

CHECKED BY (CITY INSPECTOR): _____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
BRANSON BLVD	312	604	2” / 14”	43’	1,118’	NO	NO
CARL STERN	216	310	2” / 14”	43’	1,224’	NO	NO
LANCIA ST	101	119	2” / 9”	30’	452’	NO	NO
MILLNER LP	100	623	2” /9”	30’	3,286’	NO	NO
MONTEGO ST	208	308	2” / 9”	30’	413’	NO	NO
ZAGATO ST	236	237	2” / 9”	30’	210’	NO	NO

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES 1	CURB RAMP 2
BRANSON BLVD	312	512	5’	2,361	E	7
BRANSON BLVD	312	512	8’	1,044	W	3
CARL STERN	216	210	5’	1,181	N & S	4
LANCIA ST	101	119	N/A	0’	N/A	4
MILLNER LP	100	623	5’	394	SW	16
MONTEGO ST	208	308	N/A	0’	N/A	4
ZAGATO ST	236	237	N/A	0’	N/A	4

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

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED 1	TYPE 2	DESCRIPTION 3	DECK		COST	PRIVATE	ETJ
				W (FT) 4	L (FT) 5			
CARL STERN	CHANNEL	C	6'X5' MULTI BOX CULVERT HEADWALL WITH DISSIPATORS	78'	102'	$15,800	NO	NO
CARL STERN	CHANNEL	C	6'X5' MULTI BOX CULVERT HEADWALL WITH DISSIPATORS	78'	102'	$15,800	NO	NO

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 and railings, for width of standard bridges.

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

CONSTRUCTION SUMMARY FOR 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 (inches) (H' x W')	MATERIAL TYPE 2	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE 2	QTY	SIZE Length (feet)	TYPE 1
18"	RCP	2,385	1	5	PRECAST	28	10	CURB
24"	RCP	538				3	15	CURB
30"	RCP	1,616				1	4X4	AREA
36"	RCP	216						
42"	RCP	465						
48"	RCP	298						
54"	RCP	428						
4'X3'	RCB	50						
4'X4'	RCB	85						
5-6'X5'	RCB	82						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE 2	QTY	SIZE 3	DESCRIPTION 4
2	4X4	PRECAST	1	36"	HEADWALL
7	5X5	PRECAST	1	4'X3'	HEADWALL
5	6X6	PRECAST			
1	7X7	PRECAST			

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
975	4'	3:1	GRASS & 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”	CLOW	10	8”	C-900, DR-14 PVC	4170’	5 ¼”	CLOW	9
AIR RELEASE								
SIZE	TYPE	NO.						
2”	AFV	1						
			SERVICES INSTALLED					
			NO.	TYPE				
			17	SINGLE				
			54	DOUBLE				
			1	IRRIGATION				

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
8”	SDR-26	4492’	*13’*	PRECAST	5+27	NO	2	CARL STEIN DR
			14’ 6”	PRECAST	4+17	NO	2	CARL STEIN DR
			15’	PRECAST	3+07	NO	2	CARL STEIN DR
			12’	PRECAST	2+02	NO	2	MILLINER LOOP
			9’	PRECAST	3+84	NO	1	MILLINER LOOP
			10’	PRECAST	4+98	NO	2	MILLINER LOOP
			13’ 6”	PRECAST	7+16	NO	3	MILLINER LOOP
			12’	PRECAST	8+38	NO	2	MILLINER LOOP
			10’	PRECAST	8+66	NO	2	MILLINER LOOP
			12’	PRECAST	9+33	NO	2	MILLINER LOOP
			12’	PRECAST	12+32	NO	3	MILLINER LOOP
			10’	PRECAST	12+46	NO	1	MILLINER LOOP
			12’	PRECAST	14+26	NO	2	MILLINER LOOP
			12’	PRECAST	16+21	NO	3	MILLINER LOOP
			12’	PRECAST	17+55	NO	2	MILLINER LOOP
			13’	PRECAST	22+21	NO	2	MILLINER LOOP
			9’ 6”	PRECAST	24+58	NO	1	MILLINER LOOP
			14’	PRECAST	4+31	NO	2	MONTEGO ST
			11’ 6”	PRECAST	1+96	NO	2	LANCIA ST
			11’	PRECAST	3+23	NO	2	LANCIA ST
			9’ 4”	PRECAST	4+81	NO	1	LANCIA ST

SERVICES INSTALLED	
NO.	TYPE
17	Single
54	Double

TYPE OF MANHOLE COATING: SPRAYWALL

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

PROJECT NAME _____ WORK ORDER #_____

W/WW JOB I.D. _____ SUBDIVISION FILE # _____

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

STREET NAME	FROM	TO

THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE SUMMARY INCLUDED.

RESOLUTION NO. R-2021-168

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS COTTONWOOD CREEK PHASE 3; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Cottonwood Creek Phase 3 Residential subdivision have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City's Construction and Public Works staff of all roads, drainage, sidewalks, ADA ramps, water and wastewater improvements, and;

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

WHEREAS, Cash Construction Company, Inc., submitted a warranty bond to cover the material and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby accepts the infrastructure improvements for Cottonwood Creek Phase 3

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **18th** day of **November, 2021.**

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTESTED:

_____
Holly Nagy, City Secretary

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-169 accepting the infrastructure improvements for the subdivision known as Cross Creek Subdivision Phase 3&4 (Padma Patla)
Meeting: Thursday, November 18, 2021
Department: Public Works
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Cross Creek Subdivision Phase 3 & 4 TDLR Inspection
2. Cross Creek Subdivision Phase 3 & 4 Project Construction Summary
3. Cross Creek Subdivision Phase 3 & 4 Maintenance Bond
4. Cross Creek Subdivision Phase 3 & 4 Final Cost and Quantities
5. Cross Creek Subdivision Phase 3 & 4 Engineer Concurrence Letter
6. Cross Creek Subdivision Phase 3 & 4 Acceptance Resolution

ATS
Engineers | Inspectors | Surveyors

TBPE FIRM REG. #2487
TBPLS FIRM REG. #10126000

4910 West Hwy 290
Suite 300
Austin, Texas 78735
512.328.6995
512.328.6996. Fax

Commercial and Residential Engineering

- Structural
- Mechanical
- Electrical
- Plumbing

Rehabilitation Designs

Property Condition Inspections

Land Surveying

Texas Accessibility Standards (ADA) Compliance Reviews & Inspections

Certified Code Compliance Inspectors & Plan Reviewers

Energy Code Consulting & Inspections
Green Building Consulting & Certification

Construction Consulting

May 17, 2021

Brian Dyer
Land Development
Meritage Homes
8920 Business Park Drive, Suite 350
Austin, TX 78759

Re: Cross Creek, Ph. 3 & 4 R.O.W. Curb Ramps and Sidewalks TAS Inspection

INSPECTION – NO VIOLATIONS

Dear Mr. Dyer,

On May 17, 2021, I inspected completed portions of common area curb ramps and sidewalks in Phases 3 and 4 of the Cross Creek subdivision, Hutto, Texas, for compliance with the Texas Accessibility Standards. 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, Texas Architectural Barriers Act, Article 9102, and Texas Civil Statutes.

The inspection is specific only to the accessible route within the R.O.W. This review is advisory in nature as this project is not subject to review under the current Administrative Rules as published by the Texas Department of Licensing and Regulation, and the inspection results will not be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. This is the Final Approval Letter for this phase of the project for the common pedestrian elements only. Future development of this project dictates inspection for TAS compliance after the remaining sidewalks and driveway approaches have been installed.

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 requirement. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Sincerely,

Richard Emerson
TDLR Registered Accessibility Specialist License #RAS-245

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: CROSS CREEK PHASES 3 & 4

FINAL ACCEPTANCE DATE: _____

INSPECTOR: TODD MEAKER

CONTRACTOR: LIBERTY CIVIL CONSTRUCTION (STEVE LOUDEN)

Maintained By:	
COH	Other
X	
X	
X	
X	
X	
X	
X	
Boxes checked by HOA	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: $ 763,593.93

SIDEWALK IMPROVEMENT COST: $ 20,406.75

SIDEWALK RAMP IMPROVEMENT COST: $ 21,640.80

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: $ 553,023.49

WATER IMPROVEMENT COST: $ 410,826.87

WASTEWATER IMPROVEMENT COST: $ 378,346.12

EROSION CONTROLS / RESTORATION COST: $ 56,092.01

TOTAL IMPROVEMENT COST: $ 2,203,929.97

PREPARED BY (DESIGN ENGINEER): HALFF ASSOCIATES, INC. (BRADLEY G. LANE, P.E.)

CHECKED BY (CID SUPERVISOR):_____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
BABBLEBROOK WAY	BLOCK A, LOT 32	ROUND BALE ROAD	2/9	29	397	NO	NO
ROUND BALE ROAD	BABBLEBROOK WAY	LOW BRAMBLE DRIVE	2/9	29	521	NO	NO
LOW BRAMBLE DRIVE	ROUND BALE ROAD	BLOCK A, LOT 3	2/9	29	418	NO	NO
OSIER PASS	BABBLEBROOK WAY	BRIDGES AT CROSS CREEK BOULEVARD	2/9	29	667	NO	NO
WIND TRAIL	BLOCK H, LOT 26	GUADALUPE BASS ROAD	2/9	29	398	NO	NO
GUADALUPE BASS ROAD	BANKSIDE DRIVE	WIND TRAIL	2/9	29	385	NO	NO
BANKSIDE DRIVE	GUADALUPE BASS ROAD	BLOCK H, LOT 3	2/9	29	427	NO	NO
OSIER PASS	BRIDGES AT CROSS CREEK BOULEVARD	WIND TRAIL	2/9	29	524	NO	NO
WINDY REED ROAD	BLOCK N, LOT 70	BLOCK N, LOT 84	2/9	29	770	NO	NO
GRASSLANDS TRAIL	BLOCK A, LOT 129	WILD ANGLER WAY	2/9	29	307	NO	NO
WILD ANGLER WAY	GRASSLANDS TRAIL	WINDY REED ROAD	2/9	29	296	NO	NO
WINDY REED ROAD	BLOCK A, LOT 106	WILD ANGLER WAY	2/9	29	560	NO	NO

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES [1]	CURB RAMP [2]
BABBLEBROOK WAY	BLOCK A, LOT 32	ROUND BALE ROAD	5	774		2
ROUND BALE ROAD	BABBLEBROOK WAY	LOW BRAMBLE DRIVE	5	1,093		N/A
LOW BRAMBLE DRIVE	ROUND BALE ROAD	BLOCK A, LOT 3	5	766		4
OSIER PASS	BABBLEBROOK WAY	BRIDGES AT CROSS CREEK BOULEVARD	5	1,190		4
WIND TRAIL	BLOCK H, LOT 26	GUADALUPE BASS ROAD	5	773		2
GUADALUPE BASS ROAD	BANKSIDE DRIVE	WIND TRAIL	5	815		N/A
BANKSIDE DRIVE	GUADALUPE BASS ROAD	BLOCK H, LOT 3	5	784		4
OSIER PASS	BRIDGES AT CROSS CREEK BOULEVARD	WIND TRAIL	5	908		4
WINDY REED ROAD	BLOCK N, LOT 70	BLOCK N, LOT 84	5	1,666		N/A
GRASSLANDS TRAIL	BLOCK A, LOT 129	WILD ANGLER WAY	5	637		N/A
WILD ANGLER WAY	GRASSLANDS TRAIL	WINDY REED ROAD	5	631		N/A
WINDY REED ROAD	BLOCK A, LOT 106	WILD ANGLER WAY	5	1,140		N/A
CROSS CREEK PH 1, BLOCK A, LOT 134 (PARKLAND)	N/A	N/A	10	33		N/A

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			
N/A								

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

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

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

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

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

CONSTRUCTION SUMMARY FOR PONDS

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

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

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE	QTY	SIZE (L – FT)	TYPE 1
18”	RCP	1,262	1	4	PRECAST	37	10	CURB INLET
24”	RCP	1,364	2	5	PRECAST	1	15	CURB INLET
30”	RCP	1,236						
36”	RCP	347						
42”	RCP	204						
24”X48”	RCB	38						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE 2	QTY	SIZE 3	DESCRIPTION 4
1	4X4	PRECAST	1	24”x48”	HEADWALL
1	7X5	CAST-IN-PLACE			

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE

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”	FLOW MASTER RESILIENT WEDGE GATE VALVE	13	8”	C900 DR-14	4,433	5 ¼”	EJ WATER MASTER CD250	9
AIR RELEASE								
SIZE	TYPE	NO.						
			SERVICES INSTALLED					
			NO.	TYPE				
			28	SINGLE				
			68	DOUBLE				

REMARKS: _____

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
8”	SDR 26	4,463	10.6	CONCRETE	WW-A: 90+98.59			WIND TRAIL
			8.1	CONCRETE	WW-A: 93+88.59			GUADALUPE BASS ROAD
			8.5	CONCRETE	WW-A: 95+83.59			GUADALUPE BASS ROAD
			9.0	CONCRETE	WW-A: 97+73.59			GUADALUPE BASS ROAD
			8.5	CONCRETE	WW-B: 3+42.72			WINDY REED ROAD
			8.4	CONCRETE	WW-B: 4+82.46			WINDY REED ROAD
			8.3	CONCRETE	WW-B: 6+22.21			WINDY REED ROAD
			7.5	CONCRETE	WW-B: 7+52.45			WINDY REED ROAD
			6.3	CONCRETE	WW-B: 8+47.19			WINDY REED ROAD
			5.0	CONCRETE	WW-B: 9+41.93			WINDY REED ROAD
			8.9	CONCRETE	WW-J: 13+14.81			BABBLEBROOK WAY
			13.9	CONCRETE	WW-J: 16+04.81			ROUND BALE ROAD
			12.6	CONCRETE	WW-J: 18+27.65			ROUND BALE ROAD
			7.1	CONCRETE	WW-J: 20+85.22			ROUND BALE ROAD
			9.0	CONCRETE	WW-M: 2+48.22			WILD ANGLER WAY
			8.4	CONCRETE	WW-M: 3+96.44			GRASSLANDS TRAIL
			8.2	CONCRETE	WW-M: 4+61.74			GRASSLANDS TRAIL
			7.8	CONCRETE	WW-M: 5+26.98			GRASSLANDS TRAIL
			7.0	CONCRETE	WW-M: 6+63.60			GRASSLANDS TRAIL
			3.5	CONCRETE	WW-N: 4+17.94			OSIER PASS
			5.5	CONCRETE	WW-O: 9+57.66			BANKSIDE DRIVE
			8.7	CONCRETE	WW-P: 7+09+50			LOW BRAMBLE LANE
			6.0	CONCRETE	WW-P: 9+75.00			LOW BRAMBLE DRIVE
			7.1	CONCRETE	WW-R: 3+22.84			OSIER PASS
			6.4	CONCRETE	WW-R: 5+45.69			OSIER PASS

SERVICES INSTALLED	
NO.	TYPE – S / D
16	SINGLE
74	DOUBLE

TYPE OF MANHOLE COATING: Raven 405

MAINTENANCE BOND
BOND NUMBER 2315889

THE STATE OF TEXAS ¡

¡ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF WILLIAMSON ¡

THAT Liberty Civil Construction, LLC 2937 Hero Way, Leander, TX 78641 (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, 500 West Live Oak, Hutto, Texas 78634, a municipal corporation, (hereinafter referred to as `Obligee_ or `City_) in the penal sum of Two Million One Hundred Forty-seven Thousand Eight Hundred Thirty-seven And 96/100 (typed amount) ($ $2,147,837.96) DOLLARS (100% 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 26th day of October, 2020, which is made a part hereof by reference, for Cross Creek Subdivision Phases 3 & 4 (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 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 6th day of July, 20 21, 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:

By: _____
Signature

Stacy Small
Typed/Printed Name

PRINCIPAL:
Liberty Civil Construction, LLC
Company Name

By: _____
Signature

Michael Ehrhardt
Typed/Printed Name

(Signatures Continued on Next Page)

MAINTENANCE BOND
BOND NUMBER 2315889

Contract Admin	President
Title	Title
2937 Hero Way	2937 Hero Way
Address	Address
Leander, TX 78641	Leander, TX 78641
City State Zip	City State Zip
[512] 986-7649	[512] 986-7649
Phone Fax	Phone Fax
ATTEST:	SURETY:
By: Drew Riddle	By: Betty J. Reeh
Signature	Signature
Drew Riddle	Betty J. Reeh
Typed/Printed Name	Typed/Printed Name
Witness	Attorney-in-Fact
Title	Title
32335 US Highway N, Suite 1201	1200 Main Street #800
Address	Address
Bulverde, TX 78163	Kansas City, MO 64105
City State Zip	City State Zip
[210] 697-2230	[210] 697-2230
Phone Fax	Phone Fax

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

NAME: Acrisure, LLC dba IBTX - Bryan Moore
STREET ADDRESS: 32335 US Highway N, Suite 1201
CITY, STATE, ZIP: Bulverde, TX 78163

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 Kansas City, Missouri, 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 Kansas City, Missouri, each does hereby make, constitute and appoint:

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

ANDREW ADDISON, ELIZABETH ORTIZ, ANA TOMES, AND PATRICK COYLE

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.

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

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

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

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

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 23rd day of February, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 23rd day of February, 2021, 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.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Senior Vice President and 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 6th day of July, 2021.

Jeffrey Goldberg, Senior 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 llamr 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 **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

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

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 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 Departmento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto.

HALFF

Subdivision Improvement Plans
Cross Creek Phases 3 and 4
Final Cost and Quantities

Prepared By: Bradley Lane
Date: 6/8/2021

Item No.		Descripiton of Item	Quantity	Unit	Unit Price	Total
		Erosion Control				
1		Silt Fence	8,617	LF	$ 2.09	$ 18,009.53
2		Temporary Rock Berm	244	LF	$ 21.70	$ 5,294.80
3		Curb Inlet Protection	39	EA	$ 75.93	$ 2,961.27
4		Stabilized Construction Entrance	4	EA	$ 1,993.23	$ 7,972.92
5		ROW Revegetation	12,947	SY	$ 0.99	$ 12,817.53
6		Concrete Washout	4	EA	$ 759.33	$ 3,037.32
7		Erosion Control Matting	3,592	SY	$ 1.67	$ 5,998.64
		Subtotal				$ 56,092.01
		Onsite Sanitary Sewer				
1		8" ASTM D3034, SDR 26 PVC (All Depths)	4,463	LF	$ 29.22	$ 130,408.86
2		18" Steel Encasement Pipe	30	LF	$ 104.08	$ 3,122.40
3		Double Wastewater Service	65	EA	$ 1,438.83	$ 93,523.95
4		Single Wastewater Service	15	EA	$ 1,118.73	$ 16,780.95
5		Double Wastewater Service (Connect to Existing Wye - Phase 4)	9	EA	$ 1,635.23	$ 14,717.07
6		Single Wastewater Service (Connect to Existing Wye - Phase 4)	1	EA	$ 1,308.04	$ 1,308.04
7		4' Manhole w/ Standard or Bolted Cover - Raised to Grade (All depths)	25	EA	$ 4,346.65	$ 108,666.25
8		CCTV Wastewater Lines	4,463	LF	$ 1.13	$ 5,043.19
9		Trench Safety	4,463	LF	$ 1.07	$ 4,775.41
		Subtotal				$ 378,346.12
		Water				
1		8" C900 PVC Waterline (DR-14) (all depths)	4,433	LF	$ 28.81	$ 127,714.73
2		Remove and Reinstall Existing Waterline (Phase 3 Lowering)	739	LF	$ 36.16	$ 26,722.24
3		Ductile Iron Fittings	1	LS	$ 29,791.31	$ 29,791.31
4		8" Gate Valve & Box - Raised to Grade	13	EA	$ 1,705.30	$ 22,168.90
5		Fire Hydrant Assembly w/6" GV (Raised to Grade)	9	LS	$ 4,602.06	$ 41,418.54
6		Remove and Reinstall Fire Hydrant Assembly (On Existing Line - Phase 3)	2	EA	$ 3,917.70	$ 7,835.40
7		Double Water Service	66	EA	$ 1,503.75	$ 99,247.50
8		Single Water Service	24	EA	$ 1,262.36	$ 30,296.64
9		Double Water Service (On Existing Line - Phase 3)	2	EA	$ 1,651.98	$ 3,303.96
10		Single Water Service (On Existing Line - Phase 3)	4	EA	$ 1,348.41	$ 5,393.64
11		Remove and Replace Irrigation Service (On Existing Line - Phase 3)	1	EA	$ 1,203.39	$ 1,203.39
12		8" Wet Connection	11	EA	$ 1,180.86	$ 12,989.46
13		Trench Safety	5,172	LF	$ 0.53	$ 2,741.16
		Subtotal				$ 410,826.87

Item No.		Descripiton of Item	Quantity	Unit	Unit Price	Total
		Storm Drain				
1		18" RCP (CL III) (includes trenching and backfill)	1,262	LF	$ 41.11	$ 51,880.82
2		24" RCP (CL III) (includes trenching and backfill)	1,321	LF	$ 56.31	$ 74,385.51
3		24" RCP (CL IV) (includes trenching and backfill)	43	LF	$ 75.47	$ 3,245.21
4		30" RCP (CL III) (includes trenching and backfill)	1,236	LF	$ 77.71	$ 96,049.56
5		36" RCP (CL III) (includes trenching and backfill)	287	LF	$ 119.33	$ 34,247.71
6		36" RCP (CL IV) (includes trenching and backfill)	60	LF	$ 195.81	$ 11,748.60
7		42" RCP (CL III) (includes trenching and backfill)	204	LF	$ 131.66	$ 26,858.64
8		24"x48" RCB (CL III) (includes trenching and backfill)	38	LF	$ 193.33	$ 7,346.54
9		10' Curb Inlet	37	EA	$ 4,945.05	$ 182,966.85
10		15' Curb Inlet	1	EA	$ 8,484.90	$ 8,484.90
11		48"x48" Junction Box - Raised to Grade	1	EA	$ 4,881.84	$ 4,881.84
12		48" Manhole - Raised to Grade	1	EA	$ 4,881.84	$ 4,881.84
13		60" Manhole - Raised to Grade	2	EA	$ 4,410.03	$ 8,820.06
14		24"x48" Headwall w/ Dissipaters	1	EA	$ 9,519.62	$ 9,519.62
15		Trickle Channel (6" Thick)	49	SY	$ 140.53	$ 6,885.97
16		CCTV Storm Lines	4,451	LF	$ 1.13	$ 5,029.63
17		Trench Safety	4,451	LF	$ 1.07	$ 4,762.57
18		6' Diameter Manhole	2	EA	$ 5,513.81	$ 11,027.62
		Subtotal				$ 553,023.49
		Paving				
1		8" Chemical Stabilized Subgrade (to 3' behind curb)	25,039	SY	$ 4.21	$ 105,414.19
2		Geogrid	25,039	SY	$ 1.47	$ 36,807.33
3		9" Crushed Limestone Base (to 3' behind curb) (Local)	25,039	SY	$ 8.94	$ 223,848.66
4		2.0" HMAC TY D (Residential Local)	18,809	SY	$ 9.76	$ 183,575.84
5		Connect to Existing Street	10	EA	$ 1,084.75	$ 10,847.50
		Subtotal				$ 560,493.52

HALFF

Subdivision Improvement Plans
Cross Creek Phases 3 and 4
Engineer's Opinion of Probable Cost

Prepared By: Bradley Lane
Date: 6/8/2021

Item No.		Descripiton of Item	Quantity	Unit	Unit Price	Total
		Concrete				
1		Concrete Sidewalks (all widths)	126	SY	$ 50.70	$ 6,388.20
2		Curb Ramp	20	EA	$ 1,082.04	$ 21,640.80
3		Existing 10' Concrete Sidewalk Replacement	33	LF	$ 65.45	$ 2,159.85
4		#4 Rebar Placed 6" O.C.E.W. (Existing 10' Sidewalk Reinforcement)	7	LF	$ 312.26	$ 2,185.82
5		2' Concrete Wall with Curb	46	LF	$ 210.28	$ 9,672.88
		Subtotal				$ 42,047.55
		Curb and Gutter				
1		4" Rolled Curb & Gutter	11,249	LF	$ 13.93	$ 156,698.57
2		Concrete Valley Gutter	7	EA	$ 4,688.84	$ 32,821.88
		Subtotal				$ 189,520.45
		Signage and Striping				
1		Misc Street Signs (Firelane, Speed Limit, Etc.)	28	EA	$ 218.25	$ 6,111.00
2		Stop Sign Assembly w/Street Names	11	EA	$ 287.46	$ 3,162.06
3		Pavement Markings (all types)	1	LS	$ 4,306.90	$ 4,306.90
		Subtotal				$ 13,579.96
		Grand Total				$ 2,203,929.97

Grand Total less Erosion Control Items		**$ 2,147,837.96**

Notes:

(1) This final cost and quantities is released under the authority of Bradley G. Lane, P.E. #130741 and Halff Associates, Inc., TBPELS No. F-312 on June 8, 2021. This engineer neither makes representation nor accepts responsibility as to the accuracy of these costs and quantities herein. The engineer has no control over the cost of labor, materials, equipment, contractor's methods of determining prices, competitive bidding, or market conditions.

(2) The final cost and quantities is based off of information provided by the contractor, Liberty Civil Construction, on 4/21/2021.

Bradley G. Lane, P.E.

6/8/2021
Date

STATE OF TEXAS
BRADLEY G. LANE
130741
LICENSED
PROFESSIONAL ENGINEER

TBPELS ENGINEERING
FIRM #312

Contractor's Application For Billing - 6

	Application Period: 4/1/2021 - 4/30/21	Application Date:	April 30, 2021
To (Owner): Meritage Homes of Texas, LLC	From (Contractor): Liberty Civil Construction, LLC	Vendor #:	
Project: Cross Creek Phase 3 & 4	AA No.: 62133949950		

Application for Payment

Payment Summary

Code	Description	
12640.10505	Clear, Grub & Demolition	$ -
12640.10515	Unsuitable Soils, Unbalanced, Undercut	$ -
12640.10520	Mass Grading	$ -
12640.10530	Erosion Control	$ 3,037.32
12640.10540	Rock Excavation	$ -
12640.10605	Onsite Sanitary Sewer	$ 5,043.19
12640.10620	Lift Station / Offsite Sewer	$ -
12640.10705	Water	$ 1,203.39
12640.10710	Offsite Water / PRV	$ -
12640.10805	Storm Drain	$ 8,091.68
12640.10817	Special Structures / Pond	$ -
12640.10950	Gas	$ -
12640.10955	Electric	$ -
12640.10960	Telephone & Cable	$ -
12640.10980	Street Lights	$ -
12640.11005	Paving	$ 201,938.03
12640.11020	Offsite Paving	$ -
12640.11025	Concrete	$ 21,640.80
12640.11030	Curb and Gutter	$ 189,520.45
12640.11055	Signage and Striping	$ -
12640.11080	Traffic Signals	$ -
12640.11205	Perimeter / Screening Walls	$ -
12640.11210	Retaining Walls	$ -
12640.11230	Entry Monuments w/ Landscaping & Irrigation	$ -
12640.11305	Site Landscaping	$ -
12640.11325	Open Space Repair	$ -
12640.11405	Playground	$ -
12640.11410	Pools	$ -
12640.11420	Rec Center w/ Parking	$ -
12640.11450	Mailboxes and Pads	$ -
12640.11455	Trails / Pathways	$ -
12640.11745	Mobilization / General Conditions	$ -

1. ORIGINAL CONTRACT PRICE	$	2,921,060.23
2. Net change by Change Orders	$	593,292.17
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	$	3,514,352.40
4. TOTAL COMPLETED AND STORED TO DATE		
N/A	$	2,794,772.84
5. RETAINAGE:		
a. 10% x $ 279,477.28 Work Completed		
b. _____ % x $_____ x $ - Stored Materials		
c. Total Retainage (Line 5a + Line 5b)	$	279,477.28
6. TOTAL EARNED LESS RETAINAGE (Line 4 - Line 5c)	$	2,515,295.55
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	2,127,868.18
8. CURRENT PAYMENT DUE	$	387,427.37
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Balance to Complete + Line 5 above)	$	999,056.85

Payment of: $ 387,427.37
(Line 8 or other - attach explanation of other amount)

Contractor's Certification

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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown are herein is now due.

(Contractor) 4/22/21 (Date)

ENGINEER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-stie observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, informationand 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.

(Engineer) (Date)

12640.10355	Bonds	$ -
TOTAL GROSS		$ 430,474.86
RETAINAGE		$ 43,047.49
NET PAYMENT		$ 387,427.37

State of Texas
County of:

Subscribed and sworn to before me this _____ day of _____, 20
Notary Republic

is approved by:

(Owner) (Date)

PROJECT NAME: Cross Creek Phase 3 & 4

			CONTRACT				CHANGE ORDER		NEW CONTRACT		COMPLETED WORK			4/30/2021	Billing - 6	Retainage	BALANCE TO COMPLETE		
			QUANTITY	UNIT	UNIT PRICE	EXTENDED	QUANTITY	EXTENDED	QUANTITY	EXTENDED	QUANTITY	EXTENDED	TOTAL	QUANTITY	EXTENDED		PERCENT	QUANTITY	EXTENDED
	COST CODE	DESCRIPTION OF WORK				AMOUNT		AMOUNT		AMOUNT		AMOUNT	RETAINAGE		AMOUNT		COMPLETE		AMOUNT
A	12640.10505	Clear, Grub & Demolition																	
1	12640.10505	Clear and Grubing (Limits of Construction)	37	AC	804.64	29,771.68		-	37	29,771.68	37	29,771.68	2,977.17		-	-	0.00%	0	-
2	12640.10505					-		-	0	-	0	-	-		-	-	#DIV/0!	0	-
	12640.10505	**Total**				**29,771.68**		**-**		**29,771.68**		**29,771.68**	**2,977.17**		**-**	**-**	**0.00%**		**-**
B	12640.10515	Unsuitable Soils, Unbalanced, Undercut																	
	12640.10515	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**	**#DIV/0!**		**-**
C	12640.10520	Mass Grading																	
1	12640.10520	Excavation	66434	CY	2.67	177,378.78		-	66434	177,378.78	66434	177,378.78	17,737.88		-	-	0.00%	0	-
2	12640.10520	Embankment (Includes ROW Topsoil & Lot Finish)	96292	CY	2.47	237,841.24		-	96292	237,841.24	96292	237,841.24	23,784.12		-	-	0.00%	0	-
3	12640.10520	Placement of Excess Excavation & Utility Spoils	28508	CY	4.98	141,969.84		-	28508	141,969.84	23508	117,069.84	11,706.98		-	-	17.54%	0	24,900.00
	12640.10520	**Total**				**557,189.86**		**-**		**557,189.86**		**532,289.86**	**53,228.99**		**-**	**-**			**24,900.00**
D	12640.10530	Erosion Control																	
1	12640.10530	Silt Fence	8617	LF	2.09	18,009.53		-	8617	18,009.53	8617	18,009.53	1,800.95		-	-	0.00%	0	-
2	12640.10530	Temporary Rock Berm	244	LF	21.7	5,294.80		-	244	5,294.80	244	5,294.80	529.48		-	-	0.00%	0	-
3	12640.10530	Curb Inlet Protection	39	EA	75.93	2,961.27		-	39	2,961.27	0	-	-		-	-	100.00%	39	2,961.27
4	12640.10530	Stabilized Construction Entrance	4	EA	1993.23	7,972.92		-	4	7,972.92	4	7,972.92	797.29		-	-	0.00%	0	-
5	12640.10530	ROW Revegetation	12947	SY	0.99	12,817.53		-	12947	12,817.53	0	-	-		-	-	100.00%	12947	12,817.53
6	12640.10530	Concrete Washout	4	EA	759.33	3,037.32		-	4	3,037.32	4	3,037.32	303.73	4	3,037.32	303.73	0.00%	0	-
7	12640.10530	Erosion Control Matting	3592	SY	1.67	5,998.64		-	3592	5,998.64	0	-	-		-	-	100.00%	3592	5,998.64
	12640.10530	**Total**				**56,092.01**		**-**		**56,092.01**		**34,314.57**	**3,431.46**		**3,037.32**	**303.73**			**21,777.44**
E	12640.10540	Rock Excavation																	
	12640.10540	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
F	12640.10605	Onsite Sanitary Sewer																	
1	12640.10605	8" ASTM D3034, SDR 26 PVC (All Depths)	4463	LF	29.22	130,408.86		-	4463	130,408.86	4463	130,408.86	13,040.89		-	-	0.00%	0	-
2	12640.10605	18" Steel Encasement Pipe	30	LF	104.08	3,122.40		-	30	3,122.40	30	3,122.40	312.24		-	-	0.00%	0	-
3	12640.10605	Double Wastewater Service	65	EA	1438.83	93,523.95		-	65	93,523.95	65	93,523.95	9,352.40		-	-	0.00%	0	-
4	12640.10605	Single Wastewater Service	15	EA	1118.73	16,780.95		-	15	16,780.95	15	16,780.95	1,678.10		-	-	0.00%	0	-
5	12640.10605	Double Wastewater Service (Connect to Existing Wye - Phase 4)	9	EA	1635.23	14,717.07		-	9	14,717.07	9	14,717.07	1,471.71		-	-	0.00%	0	-
6	12640.10605	Single Wastewater Service (Connect to Existing Wye - Phase 4)	1	EA	1308.04	1,308.04		-	1	1,308.04	1	1,308.04	130.80		-	-	0.00%	0	-
7	12640.10605	4' Manhole w/ Standard or Bolted Cover - Raised to Grade (All depths)	25	EA	4346.65	108,666.25		-	25	108,666.25	23.75	103,232.94	10,323.29		-	-	5.00%	1.25	5,433.31
8	12640.10605	CCTV Wastewater Lines	4463	LF	1.13	5,043.19		-	4463	5,043.19	4463	5,043.19	504.32	4463	5,043.19	504.32	0.00%	0	-
9	12640.10605	Trench Safety	4463	LF	1.07	4,775.41		-	4463	4,775.41	4463	4,775.41	477.54		-	-	0.00%	0	-
10	12640.10605					-		-	0	-	0	-	-		-	-	#DIV/0!	0	-
	12640.10605	**Total**				**378,346.12**		**-**		**378,346.12**		**372,912.81**	**37,291.28**		**5,043.19**	**504.32**			**5,433.31**
G	12640.10620	Lift Station / Offsite Sewer																	
	12640.10620	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**	**#DIV/0!**		**-**
H	12640.10705	Water																	
1	12640.10705	8" C900 PVC Waterline (DR-14) (all depths)	4433	LF	28.81	127,714.73		-	4433	127,714.73	4433	127,714.73	12,771.47		-	-	0.00%	0	-
2	12640.10705	Remove and Reinstall Existing Waterline (Phase 3 Lowering)	739	LF	36.16	26,722.24		-	739	26,722.24	739	26,722.24	2,672.22		-	-	0.00%	0	-
3	12640.10705	Ductile Iron Fittings	1	LS	29791.31	29,791.31		-	1	29,791.31	1	29,791.31	2,979.13		-	-	0.00%	0	-
4	12640.10705	8" Gate Valve & Box - Raised to Grade	13	EA	1705.3	22,168.90		-	13	22,168.90	0	-	-		-	-	100.00%	13	22,168.90
5	12640.10705	Fire Hydrant Assembly w/6" GV (Raised to Grade)	9	LS	4602.06	41,418.54		-	9	41,418.54	9	41,418.54	4,141.85		-	-	0.00%	0	-
6	12640.10705	Remove and Reinstall Fire Hydrant Assembly (On Existing Line - Phase 3)	2	EA	3917.7	7,835.40		-	2	7,835.40	2	7,835.40	783.54		-	-	0.00%	0	-
7	12640.10705	Double Water Service	66	EA	1503.75	99,247.50		-	66	99,247.50	66	99,247.50	9,924.75		-	-	0.00%	0	-
8	12640.10705	Single Water Service	24	EA	1262.36	30,296.64		-	24	30,296.64	24	30,296.64	3,029.66		-	-	0.00%	0	-
9	12640.10705	Double Water Service (On Existing Line - Phase 3)	2	EA	1651.98	3,303.96		-	2	3,303.96	2	3,303.96	330.40		-	-	0.00%	0	-
10	12640.10705	Single Water Service (On Existing Line - Phase 3)	4	EA	1348.41	5,393.64		-	4	5,393.64	4	5,393.64	539.36		-	-	0.00%	0	-
11	12640.10705	Remove & Replace Irrigation Service (On Existing Line - Phase 3)	1	EA	1203.39	1,203.39		-	1	1,203.39	1	1,203.39	120.34	1	1,203.39	120.34	0.00%	0	-
12	12640.10705	8" Wet Connect	11	EA	1180.86	12,989.46		-	11	12,989.46	11	12,989.46	1,298.95		-	-	0.00%	0	-
13	12640.10705	Trench Safety	5172	LF	0.53	2,741.16		-	5172	2,741.16	5172	2,741.16	274.12		-	-	0.00%	0	-
14	12640.10705					-		-	0	-	0	-	-		-	-	#DIV/0!	0	-
	12640.10705	**Total**				**410,826.87**		**-**		**410,826.87**		**388,657.97**	**38,865.80**		**1,203.39**	**120.34**	**-5.70%**		**22,168.90**
I	12640.10710	Offsite Water / PRV																	
1	12640.10710	Offsite Waterline Adjustments		LS	38645.33	-	1	38,645.33	1	38,645.33	1	38,645.33	3,864.53		-	-	0.00%	0	-
	12640.10710	**Total**				**-**		38,645.33		**38,645.33**		38,645.33	3,864.53		-	-			-
J	12640.10805	Storm Drain																	
1	12640.10805	18" RCP (CL III)	1262	LF	41.11	51,880.82		-	1262	51,880.82	1262	51,880.82	5,188.08		-	-	0.00%	0	-
2	12640.10805	24" RCP (CL III)	1321	LF	56.31	74,385.51		-	1321	74,385.51	1321	74,385.51	7,438.55		-	-	0.00%	0	-
3	12640.10805	24" RCP (CL IV)	43	LF	75.47	3,245.21		-	43	3,245.21	43	3,245.21	324.52		-	-	0.00%	0	-
4	12640.10805	30" RCP (CL III)	1236	LF	77.71	96,049.56		-	1236	96,049.56	1236	96,049.56	9,604.96		-	-	0.00%	0	-
5	12640.10805	36" RCP (CL III)	287	LF	119.33	34,247.71		-	287	34,247.71	287	34,247.71	3,424.77		-	-	0.00%	0	-
6	12640.10805	36" RCP (CL IV)	60	LF	195.81	11,748.60		-	60	11,748.60	60	11,748.60	1,174.86		-	-	0.00%	0	-
7	12640.10805	42" RCP (CL III)	204	LF	131.66	26,858.64		-	204	26,858.64	204	26,858.64	2,685.86		-	-	0.00%	0	-
8	12640.10805	24"x48" RCB (CL III)	38	LF	193.33	7,346.54		-	38	7,346.54	38	7,346.54	734.65		-	-	0.00%	0	-
9	12640.10805	10' Curb Inlet	37	EA	4945.05	182,966.85		-	37	182,966.85	37	182,966.85	18,296.69		-	-	0.00%	0	-
10	12640.10805	15' Curb Inlet	1	EA	8484.9	8,484.90		-	1	8,484.90	1	8,484.90	848.49		-	-	0.00%	0	-
11	12640.10805	48"x48" Junction Box - Raised to Grade	1	EA	4881.84	4,881.84		-	1	4,881.84	0.9	4,393.66	439.37		-	-	10.00%	0.1	488.18

PROJECT NAME: Cross Creek Phase 3 & 4

			CONTRACT				CHANGE ORDER		NEW CONTRACT		COMPLETED WORK			4/30/2021	Billing - 6	Retainage	BALANCE TO COMPLETE		
			QUANTITY	UNIT	UNIT PRICE	EXTENDED	QUANTITY	EXTENDED	QUANTITY	EXTENDED	QUANTITY	EXTENDED	TOTAL	QUANTITY	EXTENDED		PERCENT	QUANTITY	EXTENDED
	COST CODE	DESCRIPTION OF WORK				AMOUNT		AMOUNT		AMOUNT		AMOUNT	RETAINAGE		AMOUNT		COMPLETE		AMOUNT
12	12640.10805	48" Manhole - Raised to Grade	1	EA	4881.84	4,881.84		-	1	4,881.84	0.9	4,393.66	439.37		-	-	10.00%	0.1	488.18
13	12640.10805	60" Manhole - Raised to Grade	2	EA	4410.03	8,820.06		-	2	8,820.06	1.8	7,938.05	793.81		-	-	10.00%	0.2	882.01
14	12640.10805	24"x48" Headwall w/ Dissipaters	1	EA	9519.62	9,519.62		-	1	9,519.62	0.85	8,091.68	809.17	0.85	8,091.68	809.17	15.00%	0.15	1,427.94
15	12640.10805	Trickle Channel (6" Thick)	49	SY	140.53	6,885.97		-	49	6,885.97	0	-	-		-	-	100.00%	49	6,885.97
16	12640.10805	CCTV Storm Lines	4451	LF	1.13	5,029.63		-	4451	5,029.63	4451	5,029.63	502.96		-	-	0.00%	0	-
17	12640.10805	Trench Safety	4451	LF	1.07	4,762.57		-	4451	4,762.57	4451	4,762.57	476.26		-	-	0.00%	0	-
18	12640.10805	6' Diameter Manhole	2	EA	5513.81	11,027.62		-	2	11,027.62	2	11,027.62	1,102.76		-	-	0.00%	0	-
19	12640.10805					-		-	0	-	0	-	-		-	-	#DIV/0!	0	-
	12640.10805	**Total**				**553,023.49**		**-**		**553,023.49**		**542,851.20**	**54,285.12**		**8,091.68**	**809.17**			**10,172.29**
K	12640.10817	Special Structures / Pond																	
	12640.10817	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
L	12640.10950	Gas																	
1	12640.10950	Gas Improvements			218217.8		1	218,217.80	1	218,217.80	0.25	54,554.45	5,455.45		-	-	75.00%	0.75	163,663.35
2	12640.10950					-		-	0	-	0	-	-		-	-	#DIV/0!	0	-
	12640.10950	**Total**				**-**		**218,217.80**		**218,217.80**		**54,554.45**	**5,455.45**		**-**	**-**			**163,663.35**
M	12640.10955	Electric																	
1	12640.10955	Electric Improvements			269194.7		1	269,194.70	1	269,194.70	0.25	67,298.68	6,729.87		-	-	75.00%	0.75	201,896.03
2	12640.10955					-		-	0	-	0	-	-		-	-	#DIV/0!	0	-
	12640.10955	**Total**				**-**		**269,194.70**		**269,194.70**		**67,298.68**	**6,729.87**		**-**	**-**			**201,896.03**
N	12640.10960	Telephone & Cable																	
	12640.10960	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
O	12640.10980	Street Lights																	
1	12640.10980	Street Lights			12000		1	12,000.00	1	12,000.00	0	-	-		-	-	100.00%	1	12,000.00
2	12640.10980							-	0	-	0	-	-		-	-	#DIV/0!	0	-
	12640.10980	**Total**				**-**		**12,000.00**		**12,000.00**		**-**	**-**		**-**	**-**			**12,000.00**
P	12640.11005	Paving																	
1	12640.11005	8" Chemical Stabilized Subgrade (to 3' behind curb)	25039	SY	4.21	105,414.19		-	25039	105,414.19	25039	105,414.19	10,541.42	2504	10,541.84	1,054.18	0.00%	0	-
2	12640.11005	Geogrid (Bi-axial)	25039	SY	1.47	36,807.33		-	25039	36,807.33	25039	36,807.33	3,680.73	17521	25,755.87	2,575.59	0.00%	0	-
3	12640.11005	9" Crushed Limestone Base (to 3' behind curb) (Local)	25039	SY	8.94	223,848.66		-	25039	223,848.66	25039	223,848.66	22,384.87	18528	165,640.32	16,564.03	0.00%	0	-
4	12640.11005	2.0" HMAC TY D (Residential Local)	18809	SY	9.76	183,575.84		-	18809	183,575.84	0	-	-		-	-	100.00%	18809	183,575.84
5	12640.11005	Connect to Existing Street	10	EA	1084.75	10,847.50		-	10	10,847.50	0	-	-		-	-	100.00%	10	10,847.50
6	12640.11005					-		-	0	-	0	-	-		-	-	#DIV/0!	0	-
	12640.11005	**Total**				**560,493.52**		**-**		**560,493.52**		**366,070.18**	**36,607.02**		**201,938.03**	**20,193.80**			**194,423.34**
Q	12640.11020	Offsite Paving																	
	12640.11020	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
R	12640.11025	Concrete																	
1	12640.11025	Concrete Sidewalks (all widths)	126	SY	50.7	6,388.20		-	126	6,388.20	0	-	-		-	-	100.00%	126	6,388.20
2	12640.11025	Curb Ramp	20	EA	1082.04	21,640.80		-	20	21,640.80	20	21,640.80	2,164.08	20	21,640.80	2,164.08	0.00%	0	-
3	12640.11025	Median Island and PED Ramp Adjustments		LS	4812.04	-	1	4,812.04	1	4,812.04	1	4,812.04	481.20		-	-	0.00%	0	-
4	12640.11025	Sidewalk Plate Replacement		LS	2400	-	1	2,400.00	1	2,400.00	1	2,400.00	240.00		-	-	0.00%	0	-
	12640.11025	**Total**				**28,029.00**		**7,212.04**		**35,241.04**		**28,852.84**	**2,885.28**		**21,640.80**	**2,164.08**			**6,388.20**
S	12640.11030	Curb and Gutter																	
1	12640.11030	4" Rolled Curb & Gutter	11249	LF	13.93	156,698.57		-	11249	156,698.57	11249	156,698.57	15,669.86	11249	156,698.57	15,669.86	0.00%	0	-
2	12640.11030	Concrete Valley Gutter	7	EA	4688.84	32,821.88		-	7	32,821.88	7	32,821.88	3,282.19	7	32,821.88	3,282.19	0.00%	0	-
3	12640.11030					-		-	0	-	0	-	-		-	-	#DIV/0!	0	-
	12640.11030	**Total**				**189,520.45**		**-**		**189,520.45**		**189,520.45**	**18,952.05**		**189,520.45**	**18,952.05**			**-**
T	12640.11055	Signage and Striping																	
1	12640.11055	Misc Street Signs (Firelane, Speed Limit, Etc.)	28	EA	218.25	6,111.00		-	28	6,111.00	0	-	-		-	-	100.00%	28	6,111.00
2	12640.11055	Stop Sign Assembly w/Street Names	11	EA	287.46	3,162.06		-	11	3,162.06	0	-	-		-	-	100.00%	11	3,162.06
3	12640.11055	Pavement Markings (all types)	1	LS	4306.9	4,306.90		-	1	4,306.90	0	-	-		-	-	100.00%	1	4,306.90
4	12640.11055					-		-	0	-	0	-	-		-	-	#DIV/0!	0	-
	12640.11055	**Total**				**13,579.96**		**-**		**13,579.96**		**-**	**-**		**-**	**-**			**13,579.96**
U	12640.11080	Traffic Signals																	
	12640.11080	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
V	12640.11205	Perimeter / Screening Walls																	
	12640.11205	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
W	12640.11210	Retaining Walls																	
	12640.11210	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
X	12640.11230	Entry Monuments w/ Landscaping & Irrigation																	
	12640.11230	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
Y	12640.11305	Site Landscaping																	
	12640.11305	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
Z	12640.11325	Open Space Repair																	
	12640.11325	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
AA	12640.11405	Playground																	
	12640.11405	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**

PROJECT NAME: Cross Creek Phase 3 & 4

			CONTRACT				CHANGE ORDER		NEW CONTRACT		COMPLETED WORK			4/30/2021	Billing - 6	Retainage	BALANCE TO COMPLETE		
			QUANTITY	UNIT	UNIT PRICE	EXTENDED	QUANTITY	EXTENDED	QUANTITY	EXTENDED	QUANTITY	EXTENDED	TOTAL	QUANTITY	EXTENDED		PERCENT	QUANTITY	EXTENDED
	COST CODE	DESCRIPTION OF WORK				AMOUNT		AMOUNT		AMOUNT		AMOUNT	RETAINAGE		AMOUNT		COMPLETE		AMOUNT
AB	12640.11410	Pools																	
	12640.11410	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
AC	12640.11420	Rec Center w/ Parking																	
	12640.11420	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
AD	12640.11450	Mailboxes and Pads																	
	12640.11450	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
AE	12640.11455	Trails / Pathways																	
	12640.11455	**Total**				**-**		**-**		**-**		**-**	**-**		**-**	**-**			**-**
AF	12640.11745	Mobilization / General Conditions																	
1	12640.11745	Mobilization	1	LS	85652.93	85,652.93		-	1	85,652.93	1	85,652.93	8,565.29		-	-	0.00%	0	-
2	12640.11745	City of Hutto Warranty Bond (2 years @ 10%)	1	LS	12137.54	12,137.54		-	1	12,137.54	0	-	-		-	-	100.00%	1	12,137.54
3	12640.11745	Construction Staking	1	LS	46396.8	46,396.80		-	1	46,396.80	1	46,396.80	4,639.68		-	-	0.00%	0	-
	12640.11745	**Total**				**144,187.27**		**-**		**144,187.27**		**132,049.73**	**13,204.97**		**-**	**-**			**12,137.54**
AF	12640.10355	Bonds																	
1	12640.10355	City of Hutto Bond Ph 3 & 4 @10%		LS	-12137.54	-	1	(12,137.54)	1	(12,137.54)	0	-	-		-	-	100.00%	1	(12,137.54)
2	12640.10355	City of Hutto Bond Ph 3 & 4 @100%		LS	43176.75	-	1	43,176.75	1	43,176.75	0	-	-		-	-	100.00%	1	43,176.75
3	12640.10355	City of Hutto Bond Ph 2 @10%		LS	-12352.26	-	1	(12,352.26)	1	(12,352.26)	1	(12,352.26)	(1,235.23)		-	-	0.00%	0	-
4	12640.10355	City of Hutto Bond Ph 2 @100%		LS	29335.35	-	1	29,335.35	1	29,335.35	1	29,335.35	2,933.54		-	-	0.00%	0	-
	12640.10355	**Total**				**-**		**48,022.30**		**48,022.30**		**16,983.09**	**1,698.31**		**-**	**-**			**31,039.21**
						2,921,060.23		593,292.17		3,514,352.40		2,794,772.84	279,477.28		430,474.86	43,047.49		-	719,579.56
													2,515,295.55			387,427.37			
												2,794,772.84							
												-							

July 16, 2021

City of Hutto
Attn: Samuel T. Ray, P.E.
500 W. Live Oak Street
Hutto, TX 78634

Re: Engineer's Final Concurrence for Cross Creek Phases 3 & 4

Dear Mr. Ray,

This letter is to inform you that I performed a final site walk-through for Cross Creek Phases 3 & 4 on July 15, 2021. Please accept this letter as my concurrence that the civil portion of this project has been substantially completed and has been built, with insignificant deviation, to the plans and specifications, unless otherwise indicated on the record drawings. The record drawings have been submitted to you previously for review and acceptance. I confirm that the improvements described in those documents conform with the applicable City Requirements. If you need any further information or have any questions, please feel free to contact me at 512-777-4577 or via email at blane@halff.com.

Sincerely,

Bradley G. Lane, P.E.
Civil Engineer
TBPELS Engineering Firm #312

STATE OF TEXAS
BRADLEY G. LANE
130741
LICENSED
PROFESSIONAL ENGINEER

7/16/2021

HALFF ASSOCIATES, INC.
9500 AMBERGLEN BLVD., BUILDING F, SUITE 125
AUSTIN, TX 78729
TEL (512) 777-4600
FAX (512) 252-8141
WWW.HALFF.COM

RESOLUTION NO. R-2021-169

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS CROSS CREEK SUBDIVISION PHASE 3 & 4; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Cross Creek Subdivision Phase 3 & 4 Residential subdivision have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City's Construction and Public Works staff of all roads, drainage, sidewalks, ADA ramps, water and wastewater improvements, and;

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

WHEREAS, Liberty Civil Construction, LLC, submitted a warranty bond to cover the material and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby accepts the infrastructure improvements for Cross Creek Subdivision Phase 3 & 4

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **18th** day of **November, 2021.**

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTESTED:

_____
Holly Nagy, City Secretary

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-170 accepting the infrastructure improvements for the subdivision known as Highlands North Section 2 (Padma Patla)
Meeting: Thursday, November 18, 2021
Department: Public Works
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Highlands North Section 2 TDLR Inspection
2. Highlands North Section 2 Maintenance Bond
3. Highlands North Section 2 Final Cost and Quantities
4. Highlands North Section 2 Engineer's Concurrence Letter
5. Highlands North Section 2 Construction Summary
6. Highlands North Section 2 Acceptance Resolution

May 21, 2021

Jenny Pollard
Randall Jones & Associates
2900 Jazz Street
Round Rock, TX 78664

Re: TAS Inspection Report – Highlands North Section 2

Dear Jenny:

This report presents the findings of the on-site inspection for the Highlands North Section 2 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 May 20, 2021 which included the review of pedestrian infrastructure, included but not limited to sidewalks, curb ramps, and cross-walks located within subdivision.

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 arturo@alturalp.com with any questions.

Sincerely,

Arturo Pinero, RAS #1551

Altura Solutions, LLC
3616 Far West Blvd., Ste. 117-288, Austin, TX 78731

(512) 410-7059
arturo@alturalp.com

MAINTENANCE BOND

Bond No.: 107434432

KNOWN ALL BY THESE PRESENTS: That we Cash Construction Company, Inc., as Principal, and Travelers Casualty and Surety Company, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto City of Hutto, as Obligee, in the total sum of Two Million Eight Hundred Eighty-four Thousand Seven Hundred Seventy-six & 00/100 U.S. Dollars ($2,884,776.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated September 21, 2020 for Contract No. 933 - Highlands North Section 2 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 2 year(s) commencing on Date of Final Acceptance by Hutto City Council (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 21st day of May, 2021.

Cash Construction Company, Inc.
(Principal)

By: _____

Travelers Casualty and Surety Company

By: Camille M. Cruz
Camille M. Cruz Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Camille M. Cruz of Atlanta, Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of May, 2021

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY
CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

: CASH CONSTRUCTION COMPANY, INC.
217 KINGSTON LACY BLVD.
PFLUGERVILLE, TEXAS 78660

Highlands North Section 2

	STREETS				
270	SUBGRADE PREP	SY	23,734.00	$71,202.00	$3.00
290	10" LIME	SY	23,734.00	$213,606.00	$9.00
310	9" BASE	SY	23,734.00	$237,340.00	$10.00
330	2" HMAC	SY	17,806.00	$186,963.00	$10.50
350	CURB & GUTTER	LF	10,682.00	$144,207.00	$13.50
370	CONC. VALLEY GUTTER	EA	4.00	$22,000.00	$5,500.00
390	RAMPS	EA	24.00	$32,400.00	$1,350.00
410	5' SIDEWALK	LF	1,104.00	$35,328.00	$32.00
430	TYPE II DRIVEWAY	EA	1.00	$3,500.00	$3,500.00
450	LIFT STATION ACCESS DRIVE	SY	297.00	$5,049.00	$17.00
470	SAW CUT PVMT.	LF	140.00	$700.00	$5.00
490	F.H. MARKER	EA	13.00	$195.00	$15.00
510	STREET SIGNS	EA	30.00	$7,500.00	$250.00
530	COMBO STREE/STOP SIGN WITH BAR	EA	8.00	$4,320.00	$540.00
535	FIRE LANE STRIPING	LF	6,700.00	$6,700.00	$1.00
540	CURB & GUTTER STAKING	LF	10,682.00	$16,023.00	$1.50
545	RESET FINAL PINS	LS	1.00	$11,000.00	$11,000.00
	SUBTOTAL STREETS			**$998,033.00**	
	DRAINAGE				
590	12" RCP CL III	LF	94.00	$4,512.00	48.00
610	18" RCP CL III	LF	1,185.00	$60,435.00	51.00
630	24: RCP CL III	LF	949.00	$66,430.00	70.00
650	30" RCP CL III	LF	935.00	$79,475.00	85.00
670	36" RCP CL III	LF	1,189.00	$136,735.00	115.00
690	42" RCP CL III	LF	297.00	$47,817.00	161.00
710	48" RCP CL III	LF	568.00	$105,648.00	186.00
730	10' CURB INLET	EA	31.00	$114,700.00	3,700.00
750	4'X4' JUNCTION BOX	EA	8.00	$30,000.00	3,750.00
770	5'X5' JUNCTION BOX	EA	7.00	$38,500.00	5,500.00
790	6'X6' JUNCTION BOX	EA	3.00	$17,250.00	5,750.00
830	12" SLOPED S.E.T.	EA	1.00	$1,950.00	1,950.00
850	12" SLOPED S.E.T. W/ DISSIPATORS	EA	1.00	$3,200.00	3,200.00
870	18" SLOPED S.E.T.	EA	1.00	$2,600.00	2,600.00
890	18" SLOPED S.E.T. W/ DISSIPATORS	EA	1.00	$3,850.00	3,850.00
910	24" SLOPED HEADWALL W/ DISSIPATORS	EA	1.00	$4,600.00	4,600.00
930	42" SLOPED HEADWALL W/ DISSIPATORS	EA	1.00	$8,100.00	8,100.00
950	48" SLOPED HEADWALL W/ DISSIPATORS	EA	1.00	$9,500.00	9,500.00
970	6' CONCRETE TRICKLE CHANNEL	LF	3,574.00	$268,050.00	75.00
990	3' CONCRETE TRICKLE CHANNEL	LF	591.00	$35,460.00	60.00
	ADDITIONAL STORM				
1	18" RCP CL. III	LF	165.00	$8,415.00	$51.00
2	24" RCP CL. III	LF	139.00	$9,730.00	$70.00
3	30" RCP CL. III	EA	136.00	$11,560.00	$85.00
4	5' X 5' JUNCTION BOX	EA	6.00	$33,000.00	$5,500.00
1010	CR 132 CHANNEL	LF	784.00	$11,760.00	15.00
1030	TRENCH SAFETY	LF	5,217.00	$5,217.00	1.00
1050	STAKING	LF	5,217.00	$7,825.50	1.50
	SUBTOTAL DRAINAGE				

Total Drainage $1,126,319.50

STATE OF TEXAS
ISRAEL RAMIREZ
114495
LICENSED
PROFESSIONAL ENGINEER
11.9.21

Page 1 of 2

	WASTEWATER				
1450	8" SDR-26 0-8	LF	1,124.00	$38,216.00	34.00
1470	8" SDR-26 8-10	LF	819.00	$29,484.00	36.00
1490	8" SDR-26 10-12	LF	1,063.00	$41,457.00	39.00
1510	8" SDR-26 12-14	LF	702.00	$29,484.00	42.00
1530	8" SDR-26 14-16	LF	205.00	$9,225.00	45.00
1550	8" SDR-26 16-18	LF	144.00	$6,912.00	48.00
1570	8" SDR-26 18-20	LF	594.00	$35,640.00	60.00
1590	8" SDR-26 20-22	LF	162.00	$12,960.00	80.00
1610	8" SDR-26 22-24	LF	183.00	$21,045.00	115.00
1630	SINGLE SERVICE	EA	9.00	$8,910.00	990.00
1650	DOUBLE SERVICE	EA	54.00	$64,800.00	1,200.00
1670	4' DIA. MANHOLE 0-8	EA	22.00	$94,600.00	4,300.00
1690	4' DIA. DROP MANHOLE 0-8	EA	2.00	$11,000.00	5,500.00
1700	5' DIA. DOP MANHOLE 0-8	EA	1.00	$6,500.00	6,500.00
1710	4' DIA EXTRA DEPTH MANHOLE	VF	94.00	$23,500.00	250.00
1720	5' DIA EXTRA DEPTH MANHOLE	VF	15.00	$6,000.00	400.00
1730	CONNECT TO EXISTING LINE	EA	1.00	$2,500.00	2,500.00
1750	TRENCH SAFETY	LF	4,996.00	$4,996.00	1.00
1770	STAKING MAIN	LF	4,996.00	$7,494.00	1.50
1790	STAKE SERVICES	LS	1.00	$5,500.00	5,500.00
	ADDITIONAL WASTEWATER				
1	8" SDR-26 0-8	LF	206.00	$7,004.00	$34.00
2	8" SDR-26 8-10	LF	197.00	$7,092.00	$36.00
3	4' DIA. MANHOLE 0-8	EA	4.00	$17,200.00	$4,300.00
4	4' DIA. EXTRA DEPTH MANHOLE	VF	4.00	$1,000.00	$250.00
1	18" CASING BORE FOR WASTEWATER (STA 3+39-4+11 @ 30' DEEP)	LF	72.00	$36,000.00	$500.00
2	18" CASING BORE FOR WASTEWATER (STA 14+80-15+52 @ 20' DEEP)	LF	72.00	$34,560.00	$480.00

Total Wastewater $ 563,079.00

	EROSION CONTROLS				
50	S.C.E.	EA	1.00	$2,000.00	$2,000.00
70	CONCRETE WASHOUT PIT	EA	1.00	$1,500.00	$1,500.00
90	SILT FENCE	LF	12,880.00	$32,200.00	$2.50
110	ROCK BERM	LF	130.00	$3,250.00	$25.00
130	REVEG. ROW	SY	11,869.00	$5,934.50	$0.50
140	REVEG. CHANNEL	SY	13,630.00	$6,815.00	$0.50
150	INLET PROTECTION	EA	31.00	$2,325.00	$75.00
190	MORTARED ROCK RIP RAP	SY	451.00	$42,845.00	$95.00
210	EROSION & CONTROL STAKING	LS	1.00	$11,375.00	$11,375.00
	ALTERNATE				
1890	SOIL RETENTION BLANKET CL 2 TY II	SY	11,880.00	$89,100.00	7.50

Total E&S $ 197,344.50

Total Improvement Cost $ 2,884,776.00

RANDALL JONES & ASSOCIATES
ENGINEERING INC.
2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

ENGINEER'S CERTIFICATE OF COMPLETION

Owner of Property:
Hutto Development, Ltd.

Kind of Project, Contract Identification:
Highlands North Section 2 – Street, Drainage, and Utility 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 May 17, 2021; 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.

STATE OF TEXAS
ISRAEL RAMIREZ
114495
LICENSED
PROFESSIONAL ENGINEER
6.4.21

Signature
Texas Registration Number
#114495

T: engconc

(512) 836-4793 • FAX (512) 836-4817
TBPE REG NO. F-9784

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Highlands North Phase 2

FINAL ACCEPTANCE DATE:

INSPECTOR: Todd Meaker

CONTRACTOR: Cash Construction Company, Inc.

Maintained By:	
COH	Other
Boxes checked by HOA	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: $930,305.00

SIDEWALK IMPROVEMENT COST: $35,328.00

SIDEWALK RAMP IMPROVEMENT COST: $32,400.00

BRIDGE IMPROVEMENT COST: $0.00

POND(S) COST: $0.00

DRAINAGE IMPROVEMENT COST: $1,126,319.50

WATER IMPROVEMENT COST: $0.00

WASTEWATER IMPROVEMENT COST: $563,079.00

EROSION CONTROLS / RESTORATION COST: $197,344.50

TOTAL IMPROVEMENT COST: $2,884,776.00

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

CHECKED BY (CID SUPERVISOR):

STATE OF TEXAS
ISRAEL RAMIREZ
114495
LICENSED
PROFESSIONAL ENGINEER
5.18.21

p 1/9

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
Torre Mileto Way	22T	36T	2/9	30	727	No	No
Sarnella Way	6R	29T	2/9	30	768	No	No
Ottaviano Way	1T	23T	2/9	30	1593	No	No
Tropeana	51T	18S	2/9	30	248	No	No
Vico Road	63T	9T	2/9	30	682	No	No
Saviano Road	68T	2T	2/9	30	490	No	No
Panico Road	61T	71T	2/9	30	801	No	No

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES 1	CURB RAMP 2
Torre Mileto Way	37T 28T	36T 29T	5	81	S	0
Sarnella Way	17S	16S	5	20	S	0
Ottaviano Way	2R 7T 14T 5S	3R 8T 15T 6S	5	501	N & S	1
Tropeana	51T	50T	5	20	S	0
Vico Road	63T	62T	5	53	S	0
Panico Road	12R 65T	11R 64T	5	377	N S	0

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

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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
12"	RCP CL 3	94				31	10	Curb
18"	RCP CL 3	1185						
24"	RCP CL 3	949						
30"	RCP CL 3	935						
36"	RCP CL 3	1189						
42"	RCP CL 3	297						
48"	RCP CL 3	568						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE 2	QTY	SIZE 3	DESCRIPTION 4
8	4x4	Conc	1	12"	Sloped Safety End Treatment
7	5x5	Conc	1	12"	Sloped Safety End Treatment w/ dissipator
3	6x6	Conc	1	18"	Sloped Safety End Treatment
			1	18"	Sloped Safety End Treatment w/ dissip.
			1	24"	Sloped Headwall w/ dissipator
			1	42"	Sloped Headwall w/ dissipator
			1	48"	Sloped Headwall w/ dissipator

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
1111.32'	6'	0.0067 with 3:1 side slope	Concrete Trickle Channel /SRB (soil retention blanket)
2000'	6'	0.0050 with 3:1 side slope	Concrete Trickle Channel/SRB
120.23'	3'	0.0050 Flat bottom 3:1 side slope	Concrete Trickle Channel/SRB
372.76'	3'	0.0050 Flat bottom channel with 6:1 LT & 4:1 RT Side slope	Concrete Trickle Channel/SRB
98.75'	3'	0.0050 Flat bottom	Concrete Trickle Channel/SRB

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

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CONSTRUCTION SUMMARY FOR WATER

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

REMARKS: Water will be owned and maintained by Jonah SUD

P 4/9

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	SIZE	No.	STA. NO.	B.C.	EYE	STREET
8"	SDR 26 (0-8')	1124	4'	22				
8"	SDR 26 (8-10')	819	4' (Drop MH)	2				
8"	SDR 26 (10-12')	1063	5' (Drop MH)	1				
8"	SDR 26 (12-14')	702						
8"	SDR 26 (14-16')	205						
8"	SDR 26 (16-18')	144						
8"	SDR 26 (18-20')	594						
8"	SDR 26 (20-22')	162						
8"	SDR 26 (22-24')	183						

SERVICES INSTALLED	
NO.	TYPE – S / D
9	SINGLE
54	DOUBLE

TYPE OF MANHOLE COATING:

Raven 405

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

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PROJECT NAME _____ WORK ORDER #_____

W/WW JOB I.D. _____ SUBDIVISION FILE # _____

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

STREET NAME	FROM	TO

THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE SUMMARY INCLUDED.

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RESOLUTION NO. R-2021-170

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS HIGHLANDS NORTH PHASE 2; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Highlands North Phase 2 residential subdivision have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City's Construction and Public Works staff of all roads, drainage, sidewalks, ADA ramps, and wastewater and;

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

WHEREAS, Cash Construction Company, Inc., submitted a warranty bond to cover the material and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby accepts the infrastructure improvements for Highlands North Phase 2

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **18st** day of **November, 2021.**

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTESTED:

_____
Holly Nagy, City Secretary

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-171 accepting the infrastructure improvements for the subdivision known as Wilco Ranch Phase 1 (Padma Patla)
Meeting: Thursday, November 18, 2021
Department: Public Works
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Wilco Ranch Phase 1 TDLR Inspection
2. Wilco Ranch Phase 1 Maintenance Bond
3. Wilco Ranch Phase 1 Final Cost and Quantities
4. Wilco Ranch Phase 1 Engineer Concurrence Letter
5. Wilco Ranch Phase 1 Construction Summary
6. Wilco Ranch Phase 1 Acceptance Resolution

ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: May 24, 2021

TO: Cody Bass
Ashton Woods
10721 Research Blvd B-210
Austin TX 78759

FROM: Robert Ronson, RAS

PROJECT: Wilco Ranch Phase 1
Limmer Loop & Redfish
Hutto TX

Inspection performed: 5/12/2021

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

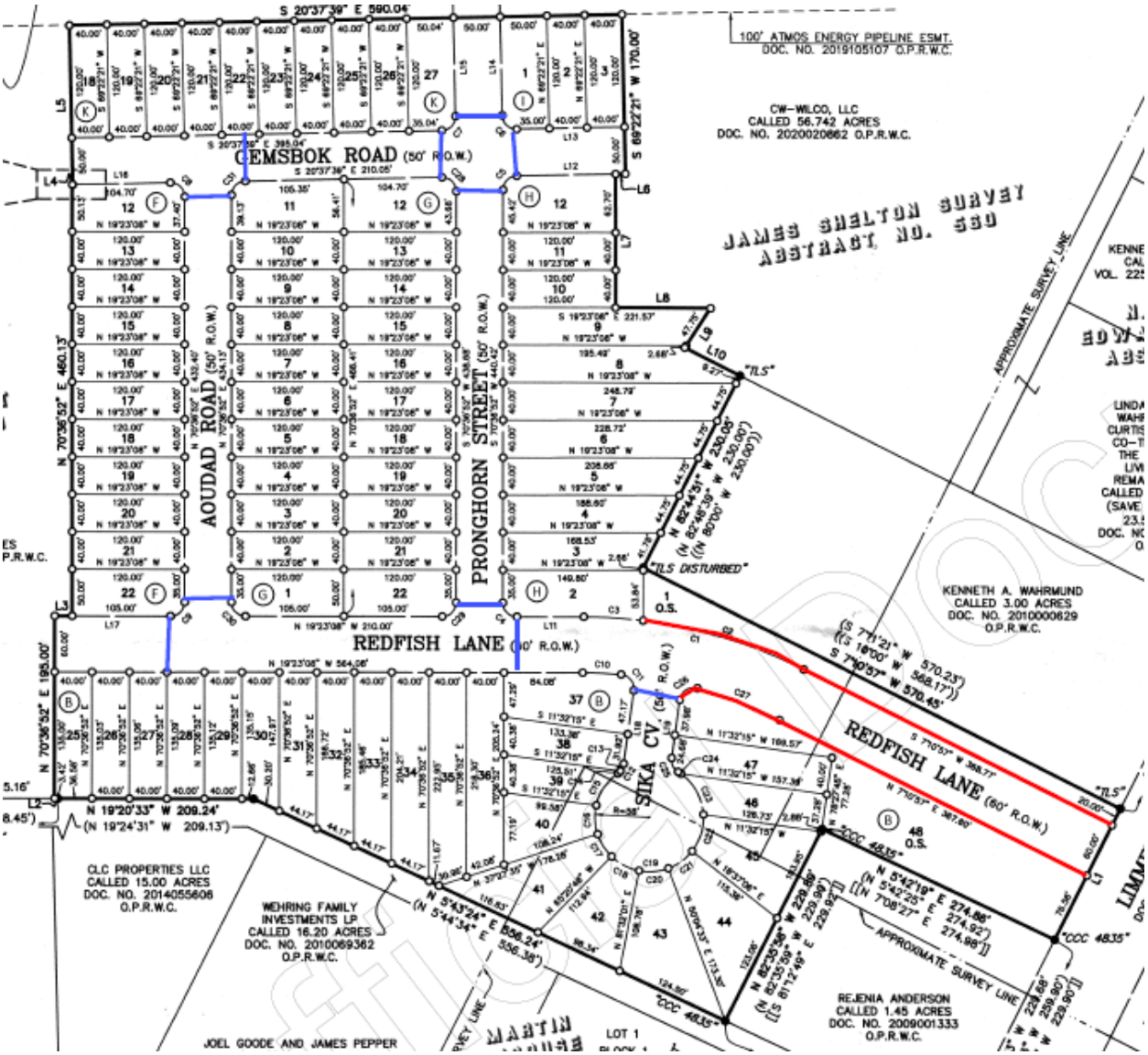
We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: Curb Ramps at intersections and sidewalks along Block B Lot 48 and Block H Lot 1.

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.

Also note, this project is understood to be under $50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

NOTE: *The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.*



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SureTec

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4448601

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Hutto as Obligee, in the penal sum of Two Million Sixty Nine Thousand Seventy Seven and 00/100's ($2,069,077.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Wilco Ranch, Phase 1 - Paving, Drainage, Water & Wastewater Improvements with Sidewalk and Ramp Improvements.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after the acceptance of City Council of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from the acceptance of City Council, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 16th day of July, 2021.

Joe Bland Construction, LP
Principal

By: _____ Joe Bland
President, Bland, Inc.
General Partner

SureTec Insurance Company

By: _____
Brad Ballew, Attorney-in-Fact

POA# 4221356

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY TEXAS

MARKEL INSURANCE CORPORATE SEAL COMPANY ILLINOIS

Markel Insurance Company

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

By: _____
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 16th day of July, 2021.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Richard R. Grinnan, Vice President and Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221356
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Wilco Ranch Phase 1 - Final Cost QTYS

ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE			
		U/M	QTY	PRICE	AMOUNT
	WATER IMPROVEMENTS				
1	24-INCH BORE AND STEEL ENCASEMENT, PER LINEAR FOOT, CIP	LF	97	$ 850.00	$ 82,450.00
2	12-INCH C-900, DR-14 POTABLE (BLUE) WATER LINE AND APPURTENANCES, ALL DEPTHS, PER LINEAR FOOT, (CIP)	LF	130	$ 50.00	$ 6,500.00
3	16" C-900 WL	LF	157	$ 65.00	$ 10,205.00
4	12-INCH GATE VALVE PER EACH, CIP	EA	1	$ 2,800.00	$ 2,800.00
5	16" Gate Valve	EA	3	$ 8,100.00	$ 24,300.00
	Subtotal				**$ 126,255.00**
	WASTEWATER IMPROVEMENTS				
1	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, ALL DEPTHS, PER LINEAR FOOT, CIP	LF	3760	$ 26.00	$ 97,760.00
2	6-INCH DUCTILE IRON FORCE MAIN, PER LINEAR FOOT, CIP	LF	182	$ 60.00	$ 10,920.00
3	6-INCH GATE VALVE, PER EACH, CIP	EA	1	$ 1,485.00	$ 1,485.00
4	16-INCH BORE AND STEEL ENCASEMENT, PER LINEAR FOOT, CIP	LF	100	$ 700.00	$ 70,000.00
5	STANDARD MANHOLE FOR WASTEWATER, 4-FOOT DIA. PER EACH, CIP	EA	15	$ 5,100.00	$ 76,500.00
6	EXTRA DEPTH, 4-FOOT MANHOLE, PER VERTICAL LINEAR FOOT, CIP	VF	57	$ 223.00	$ 12,711.00
7	SINGLE WASTEWATER SERVICE PER EACH, CIP	EA	21	$ 1,200.00	$ 25,200.00
8	DOUBLE WASTEWATER SERVICE PER EACH, CIP	EA	30	$ 1,300.00	$ 39,000.00
9	TRENCH SAFETY SYSTEMS (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	3942	$ 2.00	$ 7,884.00
10	8-INCH CLEANOUT, PER EACH ,CIP	EA	3	$ 1,100.00	$ 3,300.00
11	FORCE MAIN TAP, PER EACH, CIP	EA	1	$ 2,600.00	$ 2,600.00
12	FORCE MAIN CHECK VALVE VAULT, PER EACH, CIP	EA	1	$ 12,000.00	$ 12,000.00
13	LIFT STATION INCLUDING ACCESS ROAD, ALL SCOPE SHOWN IN PLANS, PER LUMP SUM, CIP	LS	1	$ 373,000.00	$ 373,000.00
	Subtotal				**$ 732,360.00**
	DRAINAGE IMPROVEMENTS				
1	18-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	1109	$ 44.00	$ 48,796.00
2	24-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	763	$ 56.00	$ 42,728.00
3	30-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	320	$ 75.00	$ 24,000.00
4	36-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	111	$ 110.00	$ 12,210.00
5	7X3 RCB CLASS III, PER LINEAR FOOT, CIP	LF	148	$ 500.00	$ 74,000.00

Wilco Ranch Phase 1 - Final Cost QTYS

6	7X4 RCB CLASS III, PER LINEAR FOOT, CIP	LF	736	$	350.00	$	257,600.00
7	7X4 HEADWALL, PER EACH, CIP	EA	1	$	13,000.00	$	13,000.00
8	TRENCH SAFETY, PER LINEAR FOOT, CIP	LF	3076	$	1.50	$	4,614.00
9	2 - 24-INCH RCP CULVERTS, PER LINEAR FOOT, CIP	LF	90	$	160.00	$	14,400.00
10	2 - 24-INCH SAFETY END TREATMENTS, PER EACH, CIP	EA	2	$	2,800.00	$	5,600.00
11	5X5 BOX MANHOLE, PER EACH, CIP	EA	1	$	3,300.00	$	3,300.00
12	10X10 BOX MANHOLE, PER EACH, CIP	EA	2	$	8,000.00	$	16,000.00
13	10-FOOT STANDARD CURB INLET PER EACH, CIP	EA	17	$	3,900.00	$	66,300.00
14	STANDARD MANHOLE FOR STORM, 4-FOOT DIA. PER EACH, CIP	EA	4	$	3,500.00	$	14,000.00
15	STANDARD MANHOLE FOR STORM, 5-FOOT DIA. PER EACH, CIP	EA	1	$	4,500.00	$	4,500.00
16	DETENTION POND, INCLUDING ALL ITEMS SHOWN IN PLANS, TRICKLE CHANNEL, RIP-RAP, WEIR...ETC., PER LUMP SUM, CIP	LS	1	$	205,000.00	$	205,000.00
	Subtotal					**$**	**806,048.00**
	EROSION AND SEDIMENTATION CONTROLS						
1	HYDROMULCH SEEDING FOR EROSION CONTROL (ALL DISTURBED AREAS WITHIN ROW AND BORROW PIT), PER SQUARE YARD, CIP	SY	89540	$	0.75	$	67,155.00
2	TREE PROTECTION, PER LUMP SUM, CIP	LS	0.3	$	3,600.00	$	1,080.00
3	INLET PROTECTION (NEW INLET) PER EACH, CIP	EA	17	$	82.00	$	1,394.00
4	SILT FENCE FOR EROSION CONTROL PER LINEAR FOOT, CIP	LF	4348	$	2.00	$	8,696.00
5	STABILIZED CONSTRUCTION ENTRANCE PER EACH, CIP	EA	1	$	1,000.00	$	1,000.00
	Subtotal					**$**	**79,325.00**
	STREET IMPROVEMENTS						
1	SUBGRADE PREPARATION PER SQUARE YARD, CIP	SY	13015	$	2.00	$	26,030.00
2	CRUSHED LIMESTONE BASE MATERIAL, 12-INCH THICKNESS, PER SQUARE YARD, CIP	SY	7406	$	(11.00)	$	(81,466.00)
CO #2	CRUSHED LIMESTONE BASE MATERIAL, 16-INCH THICKNESS, PER SQUARE YARD, CIP	SY	7406	$	15.00	$	111,090.00
3	CRUSHED LIMESTONE BASE MATERIAL, 18-INCH THICKNESS, PER SQUARE YARD, CIP	SY	5609	$	(18.00)	$	(100,962.00)
CO #2	CRUSHED LIMESTONE BASE MATERIAL, 20-INCH THICKNESS, PER SQUARE YARD, CIP	SY	5609	$	19.00	$	106,571.00
4	HMAC, 2-INCH THICKNESS, TYPE D, PER SQUARE YARD, CIP	SY	11000	$	10.25	$	112,750.00
5	MACHINE LAID CURB AND GUTTER, PER LINEAR FOOT, CIP	LF	4860	$	13.00	$	63,180.00
6	RIBBON CURB, PER LINEAR FOOT, CIP	LF	88	$	28.00	$	2,464.00
7	P.C. CONCRETE SIDEWALK, 5-FEET WIDE, 4-INCH THICKNESS PER LINEAR FOOT, CIP	LF	1044	$	28.00	$	29,232.00

Wilco Ranch Phase 1 - Final Cost QTYS

8	P.C. SIDEWALK RAMP WITH PAVERS (TYPE I) PER EACH, CIP	EA	22	$ 1,500.00	$ 33,000.00
9	P.C. CONCRETE VALLEY GUTTER, PER EACH, CIP	EA	3	$ 4,200.00	$ 12,600.00
10	STREET SIGNS AND PAVEMENT MARKINGS PER LUMP SUM, CIP	LS	1	$ 5,800.00	$ 5,800.00
11	STREET END BARRICADES PER EACH, CIP	EA	4	$ 1,200.00	$ 4,800.00
	Subtotal				**$ 325,089.00**

TOTAL COST FOR ALL IMPROVEMENTS **$ 2,069,077.00**

11/5/2021

August 13, 2021

City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

RE: Wilco Ranch, Phase 1 Concurrence Letter

Dear City of Hutto Staff,

On August 13, 2021, I, the undersigned Professional Engineer in the state of Texas, or my representative, made a final visual inspection of the Wilco Ranch, Phase 1 construction project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly as well as joint site visit(s) conducted with City of Hutto staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the construction project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits. I, therefore, recommend acceptance of this project by City of Hutto.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.

8/13/2021

STATE OF TEXAS
JOSHUA K. JANYSEK
134412
LICENSED
PROFESSIONAL ENGINEER

Josh Janysek, P.E.
Project Manager

cc: Richard Rodriguez, City of Hutto
Cody Bass, Aston Woods
Andrew Batten, Joe Bland Construction

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Wilco Ranch Phase 1

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Richard Rodriguez

CONTRACTOR: Joe Bland Construction

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: $262,857.00

SIDEWALK IMPROVEMENT COST: $29,232.00

SIDEWALK RAMP IMPROVEMENT COST: $33,000.00

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: $205,000.00

DRAINAGE IMPROVEMENT COST: $601,048.00

WATER IMPROVEMENT COST: $126,255.00

WASTEWATER IMPROVEMENT COST: $732,360.00

RESTORATION COST: $79,325.00

TOTAL IMPROVEMENT COST: $2,069,077.00

PREPARED BY (DESIGN ENGINEER): Josh Janysek

CHECKED BY (CITY INSPECTOR): _____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
REDFISH LANE			2” / 20”	40’	759’	NO	NO
REDFISH LANE			2” / 16”	30’	454’’	NO	NO
GEMSBOK DRIVE			2” / 16”	30’	590’	NO	NO
PRONGHORN STREET			2” / 16”	30’	670’	NO	NO
SIKA COVE			2” / 16”	30’	188’	NO	NO
AOUDAD DRIVE			2” /16”	30’	518’	NO	NO

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES 1	CURB RAMP 2
REDFISH LANE			5	490	W	2
REDFISH LANE			5	548	E	2
GEMSBOK DRIVE			0	0	N/A	6
PRONGHORN STREET			0	0	N/A	6
SIKA COVE			0	0	N/A	2
AOUDAD DRIVE			0	0	N/A	4

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

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED 1	TYPE 2	DESCRIPTION 3	DECK		COST	PRIVATE	ETJ
				W (FT) 4	L (FT) 5			
REDFISH LANE	REDFISH LANE	C	4-24” SAFETY END TREATMENTS; 2-24” PIPES	7’	90’	$20,000.00	NO	NO

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 and railings, for width of standard bridges.

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

CONSTRUCTION SUMMARY FOR PONDS

POND TYPE 1	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) 2	DRAINAGE AREA (ACRES)	PRIVATE 3	ETJ	COST
D	East side of Project	100,626	27.78	N/A	NO	$205,000.00

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 (inches) (H' x W')	MATERIAL TYPE 2	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE 2	QTY	SIZE Length (feet)	TYPE 1
18"	RCP	1109	4	4'	PRECAST	17	10	CURB
24"	RCP	763	1	5'	PRECAST	0	15	CURB
30"	RCP	320						
36"	RCP	111						
7'x3'	RCB	148						
7'x4'	RCB	736						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE 2	QTY	SIZE 3	DESCRIPTION 4
1	5'X5'	PRECAST	1	7'X4'	HEADWALL
1	10'X10'	PRECAST			

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE

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”	CLOW	0	8”	C-900 PVC	0	5 ¼”	CLOW	0
12”	CLOW	1	12”	C-900 PVC	130’			
16”	CLOW	3	16”	C-900 PVC	257’			
			24”	STEEL CASING	97’			
AIR RELEASE								
SIZE	TYPE	NO.						
2”	AFV	0						
2”	ARV	0						
			SERVICES INSTALLED					
			NO.	TYPE				
			0	SINGLE				
			0	DOUBLE				
			0	IRRIGATION				

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
6”	DI	182’	20’	PRECAST	1+48	YES	2	N/A
8”	SDR-26	3760’	20’	PRECAST	2+60	YES	3	N/A
16”	STEEL CASING	100’	17’	PRECAST	6+99	YES	3	N/A
			17’	PRECAST	10+10	YES	3	N/A
			18’	PRECAST	14+00	NO	4	PRONGHORN ST
			12’	PRECAST	16+68	NO	2	PRONGHORN ST
			13’	PRECAST	19+20	NO	2	PRONGHORN ST
			13’	PRECAST	20+39	NO	2	REDFISH LANE
			12’	PRECAST	21+18	NO	2	REDFISH LANE
			11’	PRECAST	23+06	NO	1	SIKA CV
			15’	PRECAST	3+90	NO	3	GEMSBOK DR
			12’	PRECAST	3+15	NO	2	AOUDAD RD
			15’	PRECAST	6+13	NO	3	AOUDAD RD
			12’	PRECAST	8+38	NO	1	REDFISH LANE

SERVICES INSTALLED

NO.	TYPE
21	Single
30	Double

TYPE OF MANHOLE COATING: **SPRAYWALL**

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

PROJECT NAME _____ WORK ORDER #_____

W/WW JOB I.D. _____ SUBDIVISION FILE # _____

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

STREET NAME	FROM	TO

THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE SUMMARY INCLUDED.

RESOLUTION NO. R-2021-171

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS WILCO RANCH PHASE 1; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Wilco Ranch Phase 1 Residential subdivision have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City's Construction and Public Works staff of all roads, drainage, sidewalks, ADA ramps, water and wastewater improvements, and;

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

WHEREAS, Joe Bland Construction, LP, submitted a warranty bond to cover the material and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby accepts the infrastructure improvements for Wilco Ranch Phase 1

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **18th** day of **November, 2021.**

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTESTED:

_____
Holly Nagy, City Secretary

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-172 accepting the infrastructure improvements for the subdivision known as Wilco Ranch Phase 3 Section 1 (Padma Patla)
Meeting: Thursday, November 18, 2021
Department: Public Works
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Wilco Ranch Phase 3 Section 1 TDLR Inspection
2. Wilco Ranch Phase 3 Section 1 Maintenance Bond
3. Wilco Ranch Phase 3 Section 1 Final Cost and Quantities
4. Wilco Ranch Phase 3 Section 1 Engineer Concurrence Letter
5. Wilco Ranch Phase 3 Section 1 Construction Summary
6. Wilco Ranch Phase 3 Section 1 Acceptance Resolution

ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: September 15, 2021

TO: Cody Bass
Ashton Woods
10721 Research Blvd B-210
Austin TX 78759

FROM: Robert Ronson, RAS #16 ROBERT RONSON

PROJECT: Wilco Ranch Phase 3 Section 1
Gray Fox, Lyrebird, Greenfinch, Hornbill, Pronghorn
Hutto TX

Inspection performed: 9/14/2021

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: Curb ramps at Gray Fox & Hornbill, Greenfinch, Lyrebird; Pronghorn plus sidewalks along Block P lot 19 and Block H lots 60 & 61.

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.

Also note, this project is understood to be under $50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

NOTE: *The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.*

SureTec

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4448608

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Hutto as Obligee, in the penal sum of One Million Five Hundred Sixty Eight Thousand Six Hundred Forty Two and 00/100's ($1,568,642.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Wilco Ranch, Phase 3, Section 1 - Paving, Drainage, Water & Wastewater Improvements with Sidewalk and Ramp Improvements.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after the acceptance of City Council of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from the acceptance of City Council, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 9th day of August, 2021.

Joe Bland Construction, LP
Principal

By: _____
Joe Bland
President, Bland, Inc.
General Partner

SureTec Insurance Company

By: _____
Brad Ballew, Attorney-in-Fact

POA# 4221356

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Markel Insurance Company

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said Instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

By: _____
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 9th day of August, 2021.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Richard R. Grinnan, Vice President and Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. **4221356**
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Wilco Ranch Phase 3, Section 1 - Final Cost QTYS

ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE			
		U/M	QTY	PRICE	AMOUNT
	WASTEWATER IMPROVEMENTS				
1	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 0' - 8', PER LINEAR FOOT, CIP	LF	99	$ 26.00	$ 2,574.00
2	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 8' - 10', PER LINEAR FOOT, CIP	LF	323	$ 28.00	$ 9,044.00
3	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 10' - 12', PER LINEAR FOOT, CIP	LF	290	$ 30.00	$ 8,700.00
4	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 12' - 14', PER LINEAR FOOT, CIP	LF	648	$ 32.00	$ 20,736.00
5	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 14' - 16', PER LINEAR FOOT, CIP	LF	458	$ 34.00	$ 15,572.00
6	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 16' - 18', PER LINEAR FOOT, CIP	LF	546	$ 36.00	$ 19,656.00
7	STANDARD MANHOLE FOR WASTEWATER, 4-FOOT DIA. PER EACH, CIP	EA	7	$ 5,100.00	$ 35,700.00
8	EXTRA DEPTH, 4-FOOT MANHOLE, PER VERTICAL LINEAR FOOT, CIP	VF	28	$ 223.00	$ 6,244.00
9	SINGLE WASTEWATER SERVICE PER EACH, CIP	EA	4	$ 1,200.00	$ 4,800.00
10	DOUBLE WASTEWATER SERVICE PER EACH, CIP	EA	33	$ 1,300.00	$ 42,900.00
11	TRENCH SAFETY SYSTEMS (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	2364	$ 2.00	$ 4,728.00
12	8-INCH CLEANOUT, PER EACH ,CIP	EA	1	$ 1,100.00	$ 1,100.00
13	CONNECT TO EXISTING, PER EACH, CIP	EA	2	$ 1,200.00	$ 2,400.00
	Subtotal				**$ 174,154.00**
	DRAINAGE IMPROVEMENTS				
1	18-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	908	$ 44.00	$ 39,952.00
2	24-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	576	$ 56.00	$ 32,256.00
3	30-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	139	$ 75.00	$ 10,425.00
4	36-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	100	$ 110.00	$ 11,000.00
5	42-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	180	$ 145.00	$ 26,100.00
6	48-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	308	$ 180.00	$ 55,440.00

Wilco Ranch Phase 3, Section 1 - Final Cost QTYS

7	3X2 RCB CLASS III, PER LINEAR FOOT, CIP	LF	128	$	215.00	$	27,520.00
8	5X2 RCB CLASS III, PER LINEAR FOOT, CIP	LF	49	$	285.00	$	13,965.00
9	4X3 RCB CLASS III, PER LINEAR FOOT, CIP	LF	192	$	250.00	$	48,000.00
10	7X3 RCB CLASS III, PER LINEAR FOOT, CIP	LF	241	$	500.00	$	120,500.00
11	4X3HEADWALL, PER EACH, CIP	EA	1	$	6,000.00	$	6,000.00
12	7X3HEADWALL, PER EACH, CIP	EA	1	$	13,000.00	$	13,000.00
13	TRENCH SAFETY, PER LINEAR FOOT, CIP	LF	2821	$	1.50	$	4,231.50
14	2 - 18-INCH RCP CULVERTS, PER LINEAR FOOT, CIP	LF	80	$	125.00	$	10,000.00
15	2 - 18-INCH SAFETY END TREATMENTS, PER EACH, CIP	EA	2	$	2,200.00	$	4,400.00
16	4X4 BOX MANHOLE, PER EACH, CIP	EA	3	$	3,200.00	$	9,600.00
17	5X5 BOX MANHOLE, PER EACH, CIP	EA	1	$	3,300.00	$	3,300.00
18	6X6 BOX MANHOLE, PER EACH, CIP	EA	5	$	4,800.00	$	24,000.00
19	7X7 BOX MANHOLE, PER EACH, CIP	EA	1	$	6,800.00	$	6,800.00
20	10X10 BOX MANHOLE, PER EACH, CIP	EA	1	$	8,000.00	$	8,000.00
21	10-FOOT STANDARD CURB INLET PER EACH, CIP	EA	16	$	3,900.00	$	62,400.00
22	15-FOOT STANDARD CURB INLET PER EACH, CIP	EA	2	$	4,900.00	$	9,800.00
	Subtotal					**$**	**546,689.50**
	EROSION AND SEDIMENTATION CONTROLS						
1	HYDROMULCH SEEDING FOR EROSION CONTROL (ALL DISTURBED AREAS WITHIN ROW AND BORROW PIT), PER SQUARE YARD, CIP	SY	69755	$	0.75	$	52,316.25
2	ROCK BERM, PER LINEAR FOOT, CIP	LF	158.0	$	23.00	$	3,634.00
3	INLET PROTECTION (NEW INLET) PER EACH, CIP	EA	18	$	82.00	$	1,476.00
4	SILT FENCE FOR EROSION CONTROL PER LINEAR FOOT, CIP	LF	2667	$	2.00	$	5,334.00
5	STABILIZED CONSTRUCTION ENTRANCE PER EACH, CIP	EA	1	$	1,000.00	$	1,000.00
	Subtotal					**$**	**63,760.25**
	STREET IMPROVEMENTS						
1	SUBGRADE PREPARATION PER SQUARE YARD, CIP	SY	15350	$	2.00	$	30,700.00
2	CLEAR AND GRUB, PER ACRE, CIP	AC	16	$	310.00	$	4,960.00
3	CRUSHED LIMESTONE BASE MATERIAL, 16-INCH THICKNESS, PER SQUARE YARD, CIP	SY	12353	$	15.00	$	185,295.00
4	CRUSHED LIMESTONE BASE MATERIAL, 20-INCH THICKNESS, PER SQUARE YARD, CIP	SY	2815	$	19.00	$	53,485.00
5	HMAC, 2-INCH THICKNESS, TYPE D, PER SQUARE YARD, CIP	SY	11600	$	10.25	$	118,900.00
6	MACHINE LAID CURB AND GUTTER, PER LINEAR FOOT, CIP	LF	6773	$	13.00	$	88,049.00
7	RIBBON CURB, PER LINEAR FOOT, CIP	LF	84	$	28.00	$	2,352.00
8	P.C. CONCRETE SIDEWALK, 5-FEET WIDE, 4-INCH THICKNESS PER LINEAR FOOT, CIP	LF	1227	$	28.00	$	34,356.00
9	P.C. SIDEWALK RAMP WITH PAVERS (TYPE I) PER EACH, CIP	EA	28	$	1,500.00	$	42,000.00
10	P.C. CONCRETE VALLEY GUTTER, PER EACH, CIP	EA	6	$	4,200.00	$	25,200.00

Wilco Ranch Phase 3, Section 1 - Final Cost QTYS

11	STREET SIGNS AND PAVEMENT MARKINGS PER LUMP SUM, CIP	LS	1	$	5,800.00	$	5,800.00
12	STREET END BARRICADES PER EACH, CIP	EA	3	$	1,200.00	$	3,600.00
13	EXCAVATION (INCLUDES LOTS), PER CUBIC YARD, CIP	CY	13748	$	4.75	$	65,303.00
14	EMBANKMENT (INCLUDES LOTS), PER CUBIC YARD, CIP	CY	18093	$	5.25	$	94,988.25
15	FINE GRADING OF LOTS (INCLUDING BLUE TOPS), PER LOT, CIP	LOT	83	$	350.00	$	29,050.00
	Subtotal					**$**	**784,038.25**

TOTAL COST FOR ALL IMPROVEMENTS **$ 1,568,642.00**

11/5/2021

September 20, 2021

City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

RE: Wilco Ranch, Phase 3, Section 1 Concurrence Letter

Dear City of Hutto Staff,

On September 3, 2021, I, the undersigned Professional Engineer in the state of Texas, or my representative, made a final visual inspection of the Wilco Ranch, Phase 3, Section 1 construction project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly as well as joint site visit(s) conducted with City of Hutto staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the construction project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits. I, therefore, recommend acceptance of this project by City of Hutto.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.

9/3/2021

STATE OF TEXAS
JOSHUA K. JANYSEK
134412
LICENSED
PROFESSIONAL ENGINEER

Josh Janysek, P.E.
Project Manager

cc: Richard Rodriguez, City of Hutto
Cody Bass, Aston Woods
Andrew Batten, Joe Bland Construction

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Wilco Ranch Phase 3 Section 1

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Richard Rodriguez

CONTRACTOR: Joe Bland Construction

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: $707,682.25

SIDEWALK IMPROVEMENT COST: $34,356.00

SIDEWALK RAMP IMPROVEMENT COST: $42,000.00

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: $546,689.50

WATER IMPROVEMENT COST: N/A

WASTEWATER IMPROVEMENT COST: $174,154.00

RESTORATION .COST: $63,760.25

TOTAL IMPROVEMENT COST: $1,568,642.00

PREPARED BY (DESIGN ENGINEER): Josh Janysek

CHECKED BY (CITY INSPECTOR): _____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
GRAY FOX LOOP			2” / 16”	30’	1075’	NO	NO
GRAY FOX LP			2” / 16”	30’	730’	NO	NO
PRONGHORN ST			2” / 16”	30’	230’	NO	NO
LYREBIRD LANE			2” / 16”	30’	554’	NO	NO
GREENFINCH STREET			2” / 16”	30’	496’	NO	NO
HORNBILL DRIVE			2” / 20”	40’	606’	NO	NO

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES 1	CURB RAMP 2
GRAY FOX LOOP			5’	334’	E	4
GRAY FOX LOOP			5’	7’	W	4
GRAY FOX LOOP			5’	5’	E	6
PRONGHORN ST			5’	200’	N&S	2
LYREBIRD LANE			0	0	N/A	4
GREENFINCH STREET			0	0	N/A	4
HORNBILL DRIVE			5’	128’	N	2
HORNBILL DRIVE			5’	532’	S	2

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			
HORNBILL DRIVE	HORNBILL DRIVE	C	4-18” SAFETY END TREATMENTS; 2-18” RCP	5’	80’	$14,400.00	NO	NO

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 and railings, for width of standard bridges.

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

CONSTRUCTION SUMMARY FOR 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 (inches) (H' x W')	MATERIAL TYPE 2	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE 2	QTY	SIZE Length (feet)	TYPE 1
18"	RCP	908				16	10	CURB
24"	RCP	576				2	15	CURB
30"	RCP	139						
36"	RCP	100						
42"	RCP	180						
48"	RCP	308						
3'X2'	RCB	128						
5'X2'	RCB	49						
4'X3'	RCB	192						
7'X3'	RCB	241						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE 2	QTY	SIZE 3	DESCRIPTION 4
3	4X4	PRECAST	1	4'X3'	HEADWALL
1	5X5	PRECAST	1	7'X3'	HEADWALL
5	6X6	PRECAST			
1	7X7	PRECAST			
1	10X10	PRECAST			

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
1,444'	4'	3 :1	CONCRETE & GRASS

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.
AIR RELEASE								
SIZE	TYPE	NO.						
			SERVICES INSTALLED					
			NO.	TYPE				

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
8”	SDR-26	2364’	19’	PRECAST	5+00	NO	2	GRAY FOX LOOP
			23’	PRECAST	3+75	NO	3	GRAY FOX LP
			24’	PRECAST	6+73	NO	3	GRAY FOX LP
			15’	PRECAST	2+14	NO	2	GREENFINCH STREET
			11’	PRECAST	5+19	NO	2	GREENFINCH STREET
			17’	PRECAST	2+14	NO	2	LYREBIRD LANE
			11’	PRECAST	5+77	NO	1	LYREBIRD LANE

SERVICES INSTALLED

NO.	TYPE
4	Single
33	Double

TYPE OF MANHOLE COATING: SPRAYWALL

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

PROJECT NAME _____ WORK ORDER #_____

W/WW JOB I.D. _____ SUBDIVISION FILE # _____

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

STREET NAME	FROM	TO

THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE SUMMARY INCLUDED.

RESOLUTION NO. R-2021-172

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS Wilco Ranch Phase 3 Section 1; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Wilco Ranch Phase 3 Section 1Residential subdivision have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City's Construction and Public Works staff of all roads, drainage, sidewalks, ADA ramps, and wastewater improvements, and;

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

WHEREAS, Joe Bland Construction, LP, submitted a warranty bond to cover the material and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby accepts the infrastructure improvements for Wilco Ranch Phase 3 Section 1

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **18th** day of **November, 2021.**

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTESTED:

_____
Holly Nagy, City Secretary

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Ordinance No. O-2021-066 amending Chapter 2, Article 2.02, Division 5, Section 2.02.121 of the City of Hutto Code of Ordinances providing for procedural and organizational rules for the Zoning Board of Adjustment. (First Reading) (Ashley Lumpkin)

Meeting: Thursday, November 18, 2021

Department: Development Services

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Ordinance 2021-___ Amending 2.02.121 ZBA Procedural Rules 11.15.21

ORDINANCE NO. O-2021- 066

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 2.02, DIVISION 5, OF THE CITY OF HUTTO'S CODE OF ORDINANCES PROVIDING FOR THE APPOINTMENT OF BOARD MEMBERS TO SERVE ON THE ZONING BOARD OF ADJUSTMENT WHEN REQUESTED TO DO SO BY THE MAYOR OR CITY MANAGER; ESTABLISHING PROCEDURAL AND ORGANIZATIONAL RULES; AND PROVIDING FOR EFFECTIVE DATE, PUBLICATION, SEVERABILITY, REPEAL, OPEN MEETINGS CLAUSE, AND ENACTMENT.

WHEREAS, Section 211.008(c) of the Texas Local Government Code provides, the governing body, by charter or ordinance, may provide for the appointment of board members to the Board of Adjustment when requested to do so by the mayor or city manager; and

WHEREAS, the Board of Adjustment is a quasi-judicial body with authority to decide the rights of individual parties, subject to the requirements of state law and the Hutto Unified Development Code; and

WHEREAS, the City Council desires to amend its Code of Ordinances to provide for the appointment to the Board of Adjustment in accordance with state law, and establish procedural and organizational rules.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 2, Article 2.02, Division 5 of the Code of Ordinances of the City of Hutto, is hereby amended to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in **Attachment A**.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ and **APPROVED** on the first reading this the **__th** day of **October 2021.**

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate dates was dispensed with.

THE CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

By:_____
Holly Nagy, City Secretary

(SEAL)

Attachment A

ARTICLE 2.02 BOARDS, COMMISSIONS AND AUTHORITIES

Division 5. Zoning Board of Adjustment

Sec. 2.02.121 Composition, terms of members

The zoning board of adjustment members shall consist of seven regular members appointed by the City Council, for two-year terms.

Sec. 2.02.122 Powers and duties

The zoning board of adjustment will:

(1) Consider numerical variance requests for: use, site design, subdivision, form based and special exceptions, subject to variance approval criteria, recommendation of development services staff, and state law.

(2) Consider administrative appeals that allege error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the city development codes.

(3) Consider special exceptions to the terms of the city development codes.

(4) Consider, in specific cases, a variance from the terms of the city development codes if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the city development codes would result in unnecessary hardship, and so that the spirit of the city development codes are observed and substantial justice is done.

(5) Consider appeals to development services staff's interpretation of the city development codes.

(6) Consider other matters, as authorized by the city development codes.

Sec. 2.02.123 Initiation of requests

Development services staff, the city manager, city council, and the planning and zoning commission may make a request requiring zoning board of adjustment consideration.

Sec. 2.02.124 Appeals

The zoning board of adjustment is a quasi-judicial body. The applicant or city may appeal decisions to the district court.

Sec. 2.02.125 Organization and Rules

(1) Meetings. The zoning board of adjustment shall hold its meetings when necessary, based upon business to be brought before the board through an application or otherwise. The board may adopt rules to govern its meetings; provided, however, such rules shall be consistent with

this article, the city Charter, and applicable state law. All rules adopted or amended must be approved by city council. All board meetings shall be open to the public.

(2) Quorum. 75 percent (4 members) shall constitute a quorum for the purpose of transaction of board business.

(3) Open Meetings Act. The board and its members shall comply with the Texas Open Meetings Act. No member shall communicate or deliberate outside of a posted meeting about a matter coming before the board or over which the board has authority in an attempt to circumvent the Open Meetings Act.

(4) Ex Parte Communications. The board has authority to decide the rights of individual parties, subject to the requirements of state law and the Unified Development Code. The requirements of procedural due process necessitate a fair hearing before an impartial body with the goal of ensuring that all sides, including the public, are provided an opportunity to present views in public meetings. Thus, all decisions made by the board shall be based upon information contained in the official public record and consisting of back-up material and discussion during the meeting. No board member shall intentionally or knowingly communicate with a person outside of a meeting, known as ex parte communication, if reasonable grounds exist for believing that: (i) the person is a party to a matter being considered by the board; and (ii) if such communication is designed to influence the member's consideration of, or action on, the matter. A "party" includes an applicant or anyone who has received mailed notice of the matter. If any such ex parte communication should occur, it shall be the responsibility of the member to:

(a) Not engage in such communications involving unsolicited inquiries or other forms of communication, personally or through other means; and

(b) Advise the person or sender that such information should be presented at a board meeting or be directed to the staff liaison.

(5) Limitations on Outside Investigations. Board members shall not individually investigate cases before the Board, other than routine site visits or reviewing publicly available information.

(6) Disqualification. A board member that receives material information regarding a case that is not made available to other board members is disqualified from participating in the case unless the member publicly discloses the information and its source at the earliest reasonable opportunity. A board member may disqualify him or herself if an applicant, interested party, or agent has sought to influence the member's vote other than in a public hearing or through documents made available at the public hearing.

(7) Meeting records. The secretary shall keep a record of all proceedings of the board, showing the vote of each member upon each question; or, if absent or failing to vote, indicate such fact; and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the city secretary and shall be a public record.

Secs. 2.02.126–2.02.150 Reserved

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-173 authorizing the City to participate in the Texas Class Investment Pool.(Angie Rios)
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-173 Hutto Resolution TX Invest Pool 11.12.21
2. Texas Class Trust_Agreement -February-25-2021

RESOLUTION NO. R-2021-173

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING PARTICIPATION IN THE TEXAS CLASS INVESTMENT POOL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the "Act") requires the governing body of each local government in this state to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the City Council of the City of Hutto, Texas, has previously reviewed and adopted an investment policy (Resolution No. R-2021-142) (the "Policy") that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable net asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety, and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the City has appointed Angie Rios (the "Investment Officer") to act as the investment officer; and

WHEREAS, the Act provides that funds under the control of a City may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the City has received and reviewed the Information Statement, dated April 2021 (the "Information Statement"), of Texas Cooperative Liquid Assets Securities System Trust (the "Program"), an investment pool administered by Public Trust Advisors, LLC that sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the City has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the City has determined that an investment in the Program will assist the City in achieving the goals set forth in the Policy and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the City and the Program; and

WHEREAS, the City understands that the Program operates through the Ninth Amended and Restated Trust Agreement dated as of February 25, 2021 (the "Trust Agreement"), that provides the terms on which the Program will operate and the rights of the Participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC as the administrator of the Program (the "Administrator") and of UMB Bank as custodian (the "Custodian").

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: That the form, terms, and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, attached hereto as **Exhibit A**, providing for the creation of the Program and for the rights of the Program Participants and the duties and responsibilities of the Administrator be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the City a participation certificate, attached hereto as **Exhibit B**, evidencing the agreement of the City to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof.

SECTION 3: That the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy and to preclude imprudent investment activities arising out of investment transactions conducted between the City and the Program.

SECTION 5: That the City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

SECTION 6: That the officers of the City, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument, or other paper.

RESOLVED this 18th day of November, 2021.

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

Exhibit A – Trust Agreement

Exhibit B – Participation Certificate

The undersigned City of Hutto, TX does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Ninth Amended and Restated Trust Agreement (the "Agreement") dated as of February 25, 2021, by and between the Participants, UMB Bank as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that Angie Rios (the "Investment Officer") is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, for it to participate in the Trust created by the Agreement.

City of Hutto, TX
Entity Name

Signature	Date	Title

Accepted by Administrator (to be completed by Texas CLASS):

Signature	Date	Title

Texas CLASS®

Trust Agreement

February 25, 2021

Texas Cooperative Liquid Assets Securities System Trust

NINTH AMENDED AND RESTATED

TRUST AGREEMENT

Dated as of February 25, 2021

by and among

The Texas Participants that have entered into this Agreement,

UMB Bank, N.A., as Custodian

and

Public Trust Advisors, LLC, as Program Administrator

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PREAMBLE

This Ninth Amended and Restated Trust Agreement dated as of February 25, 2021 (the Agreement) is by and among the Texas local governmental entities and public entities that have taken the actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, and that have either executed this Agreement or counterparts of this Agreement or Participation Certificates pursuant to Section 2.3 hereof (the Participants), UMB Bank, N.A., as Custodian (the Custodian) and Public Trust Advisors, LLC, (the Program Administrator) and amends and restates that certain Eighth Amended and Restated Trust Agreement dated as of April 8, 2019, among the Participants, the Custodian and Public Trust Advisors, LLC the Program Administrator.

WHEREAS, each Participant is permitted pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, to pool its funds, or funds under its control, with any similar funds in the treasury of other Participants for the purpose of investing such funds in statutory permitted investments; and

WHEREAS, each Participant will receive a substantial benefit by agreeing to invest such funds in concert with the other Participants because of economies of scale; and

WHEREAS, it will increase the efficiency of such investment if the funds to be invested in concert are held by one entity, the Custodian, which will hold such funds and investments in its capacity as custodian for the benefit of the Participants; and

WHEREAS, it will increase the efficiency of such investment if the advisory, record-keeping and other administrative functions are performed by one entity, the Program Administrator, acting on behalf of the Board of Trustees (as hereinafter defined) and the Participants and if the investment instructions of the Participants, are transmitted through one entity, the Program Administrator, to the Custodian.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each party hereto agrees that all moneys, assets, securities and property now or hereafter acquired by the Trust (as hereinafter defined) shall be held and managed in trust by the Board of Trustees (as hereinafter defined) for the equal and proportionate benefit of the Participants, without privilege, priority or distinction among the Participants, and subject to the terms, covenants, conditions, purpose and provisions hereof as follows:

ARTICLE I

THE TRUST AND DEFINITIONS

1.1 The Trust.

(a) The name of the Trust created by this Agreement shall be "Texas Cooperative Liquid Assets Securities System Trust" or "Texas CLASS." The Board of Trustees retains all rights to the use of the names "Texas CLASS" and "Texas Cooperative Liquid Assets Securities System Trust" and neither the Program Administrator nor the Custodian shall use the name without express consent of the Board of Trustees as reflected in the minutes of the Board of Trustees or another written document approved by the Board of Trustees. Any and all reports, information, data, statistics, forms, plans, procedures, studies and any other communications or form of knowledge prepared or assembled by the Program Administrator for the specific and exclusive benefit of the Board of Trustees or Texas CLASS shall become the property of the Board of Trustees and shall not be made available to any individual, Company, or organization without the prior written approval of the Board of Trustees or except as required by law. So far as may be practicable and pursuant to the provisions of this Trust Agreement, the Custodian and the Board of Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under either of the foregoing names.

(b) The purpose of the Trust is to establish one or more investment pools for the Participants pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, through which a Participant may pool any of its funds or funds under its control, with the same such funds of any other Participant in order to preserve principal, to maintain the liquidity of the Participant, and to maximize yield in accordance with the Public Funds Investment Act (the "Act"), Section 2256.001, et seq., Texas Government Code or other laws of the State of Texas, from time to time in effect, governing the investment of funds of a Participant or funds under its control.

(c) The Trust shall maintain an office of record in the State of Texas and may maintain such other offices or places of business as the Board of Trustees may from time to time determine. The initial office of record of the Trust shall be: c/o Bracewell LLP, Attention: Julie M. Partain, Esq., 1445 Ross Avenue, Ste 3800 Dallas, Texas 75202. The office of record may be changed from time to time by resolution of the Board of Trustees, and notice of such change of the office of record shall be given to each Participant, the Custodian and the Program Administrator.

(d) (i) The Trust shall be a trust organized and existing under the laws of the State of Texas. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company or joint stock company. The Participants shall be beneficiaries of the Trust, and their relationship to the Board of Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(ii) This Agreement is an agreement creating one or more investment pools within the meaning of the Act.

(e) The Board may authorize the creation of one or more different portfolios or pools, provided however, that each such portfolio or pool shall conform in all respects to the requirements of this Agreement and shall each have a separate investment portfolio and information statements and shall, in all respects, comply with the Act.

(f) The Board may authorize the use of the names "Texas Cooperative Liquid Assets Securities Systems Trust" and "Texas CLASS") in conjunction with other products, portfolios, pools and services which provide investment, financial or other cash management services to Participants and for purposes of this Agreement, such name shall include any pools or portfolios established pursuant to this Agreement. The Program Administrator may identify a name for any additional pools or portfolios established pursuant to this Agreement, subject to Board approval.

1.2 Definitions.

"Account(s)" shall have the meaning set forth in Section 5.3 (a) hereof.

"Act" shall have the meaning set forth in Section 1.1(b) hereof.

"Affiliate" means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Persons.

"Agreement" means this Ninth Amended and Restated Trust Agreement dated as of February 25, 2021, as amended, by and among Public Trust Advisors, LLC, as Program Administrator, UMB Bank, N.A., as Custodian, and the Participants.

"Balance(s)" for each Participant means the amounts initially equal to zero that are adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant in each pool or portfolio established pursuant to this Agreement, within the Trust, cash payments to such Participant, a pro rata distribution of income from the earnings of each pool or portfolio established pursuant to this Agreement, in which each Participant has invested funds, investment results and expenses and fees for each pool or portfolio established pursuant to this Agreement, in which the Participant has invested.

"Board of Trustees" means the board of the Trustees established pursuant to Article III hereof.

"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the State of Texas are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed."

"Conflicting Provisions" shall have the meaning set forth in Section 10.3 hereof.

"Custodian" means UMB Bank, N.A., as custodian, or any Person or Persons appointed, employed or contracted with by the Trust pursuant to Article V hereof.

"Effective Date" means the first day that execution copies of this Agreement have been executed by the Program Administrator, the Custodian, and the Chairman and Secretary of the Board of Trustees.

"Good Standing" means a Participant that has funded an account with Texas CLASS.

"Investment Advisor" shall mean any person or persons appointed, employed, or contracted with by the Board on behalf of the Trust pursuant to Article III hereof or by the Program Administrator pursuant to Article IV hereof.

"Investment Funds" means immediately available funds delivered by each Participant to the Custodian for investment in one or more pools or portfolios established pursuant to this Agreement but only if (i) the Representative appointed by such Participant is authorized pursuant to the laws of the State of Texas to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State of Texas to authorize the delivery and investment of such funds.

"Investment Policy" means that investment policy or policies containing procedures and criteria for the investment of funds in Texas CLASS and its sub-accounts, or in any other pool or portfolio established pursuant to this Trust Agreement as adopted annually by the Board of Trustees of Texas CLASS and incorporated herein by reference.

"Investment Procedures" means the procedures for making investments in the Investment Property set forth in Exhibit A attached hereto, as the same may be amended from time to time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

"Investment Property" means any and all securities, cash and other personal property, tangible or intangible, which is transferred, conveyed or paid to the Account(s) pursuant to Section 2.1 hereof or otherwise and all proceeds, income, profits and gains therefrom that have not been distributed to a Participant pursuant to Section 2.2 hereof, used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Notwithstanding anything to the contrary, the Custodian shall not be required to hold, purchase, sell or invest in interests in real property under this Agreement, and the Participants shall not attempt to transfer such interests to the Custodian. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date, and any such securities may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

"Investment Property Liability" means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Agreement that is not specified in Section 6.1 hereof as being paid by the Program Administrator or specified in this Agreement as being paid directly by a Participant.

"Investment Property Value" means the value of the Investment Property net of the amount of the Investment Property Liabilities as determined pursuant to Section 4.5 hereof and the Valuation Procedures. Such value shall be determined separately for each pool or portfolio established pursuant to this Trust Agreement.

"Meeting of the Board of Trustees" means a duly called meeting of the Board of Trustees.

"Participants" means any municipality, county, school district or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department,

commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities (i) to which Chapter 2256 is applicable; (ii) that has taken the actions required by Section 2256.016 of the Act; (iii) that has executed either this Agreement or counterparts of this Agreement or Participation Certificates pursuant to Section 2.3 hereof; and (iv) that is in Good Standing.

"Participation Certificate" means a certificate entered into pursuant to Section 2.3 hereof.

"Payment Procedures" means the procedures for requesting payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time to time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

"Person" means any municipality, county, school district or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities, corporation, national association, natural person, firm, joint venture, partnership, trust, unincorporated organization or group.

"Program Administrator" means Public Trust Advisors, LLC. Or any Person or Persons appointed, employed or contracted with by the Trust pursuant to Article IV hereof.

"Representatives" means those persons who have been designated as Representatives by the Participants pursuant to Section 2.6 hereof.

"Trust" means the Texas trust created as set forth in Section 1.1 of this Agreement.

"Trustee" means any Representative selected pursuant to Article III hereof:

"Valuation Procedures" means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time to time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

ARTICLE II

PARTICIPANTS

2.1 Investments.

(a) Each Participant shall have the right from time to time to invest Investment Funds for credit to such Participant's Balance. A Participant that wishes to make such an investment shall notify the Program Administrator acting on behalf of the Board of Trustees and follow the Investment Procedures set forth in Exhibit A. Upon such investment in accordance with

Exhibit A, the Participant shall have an undivided beneficial interest in the Investment Property.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by an amount equal to the amount of such Investment Funds.

(c) No later than the next Business Day after a Participant has made an investment of Investment Funds, the Custodian shall deliver a confirmation to the Program Administrator. The Program Administrator shall retain a copy of the confirmation in its records.

(d) Any funds that the Program Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Program Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested pursuant to this Agreement nor are there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at one time.

(f) The execution of a certificate for participation, in substantially the form attached as Exhibit D, shall constitute the express written authorization to deposit, withdraw, invest, transfer and manage funds of the Participant required by Section 2256.005(f) of the Act.

2.2 Payments.

(a) Each Participant shall have the right from time to time to request, in accordance with the Payment Procedures set forth in Exhibit B hereto, that the Program Administrator notify the Custodian to pay to the Participant (by the transfer of the proceeds received from the sale or maturity of securities held by the Custodian), or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's Balance at the time that payment is made pursuant to such request. Except as provided in Exhibit B, there shall be no limitation on the period of time that Investment Funds must be invested through the Trust prior to such payment.

(b) Upon the receipt of any payment request, the Program Administrator shall notify the Custodian, in writing or orally to be followed by written confirmation, of the payment request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid (by the transfer of the proceeds received from the sale or maturity of securities held by the Custodian) by the Custodian to, or on behalf of, such Participant as provided in Exhibit B.

(c) Whenever any payment is made to, or on behalf of, any Participant pursuant to Section 2.2 (b) hereof, such Participant's Balance shall be reduced by the Program Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to payments may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in fixed income securities generally in any national trading market shall have been suspended or minimum prices or maximum daily charges shall have been established on such market, (ii) a general banking moratorium shall have been declared by federal or Texas state authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities,

or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C from time to time. The Custodian and each Participant shall be notified as soon as practicable orally or in writing by the Program Administrator in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Program Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Program Administrator declares the suspension or postponement at an end, which declaration shall occur on the first day on which the period specified in clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the end of the first day on which the period specified in clause (iii) above is no longer continuing as determined by the Program Administrator. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement. Notwithstanding anything contained in this Section 2.2(d) to the contrary, if during a suspension or postponement period, a Participant demands in writing the right to receive a payment and it is not impossible to accommodate such demand, the Program Administrator shall make all reasonable efforts to effectuate such payment demand.

2.3 Additional Participants After Initial Execution.

(a) Any local government or state agency as defined in the Act of the State of Texas that has the authority to pool any of its money pursuant to Section 2256.016 of the Act that wishes to become a party to this Agreement after the Effective Date may do so by taking the actions required by Section 2256.016 of the Act and by executing either a counterpart to this Agreement or a Participation Certificate attached hereto as Exhibit D and delivering the counterpart or the original executed Participation Certificate to the Program Administrator. The Program Administrator shall provide written notification monthly to the Board of Trustees and the Custodian of the admission of a new Participant. Any entity that becomes a Participant pursuant to this Section 2.3 shall have the same rights and obligations hereunder as the other Participants.

2.4 Termination of Participation.

(a) Any Participant may withdraw from this Agreement at any time upon written notice to the Program Administrator, who shall notify the Custodian and the Board of Trustees upon receipt of such notice of withdrawal. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement except for any obligations arising on or before the date of withdrawal. A notice of withdrawal shall be deemed to constitute (i) a request under the Payment Procedures that an amount equal to the requesting Participant's entire Balance(s) as of the date of such notice be paid to such Participant and (ii) a termination of the Board of Trustees' trust relationship hereunder with the Participant. No withdrawal shall become effective until such Participant's Balance(s) is equal to zero, and

until such time, such Participant shall continue to possess all of the rights, and to be subject to all of the obligations, arising from this Agreement.

(b) Any Participant that breaches any material covenant contained in Article VIII hereof or for which any of the representations contained in Article VII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.4(a) hereof immediately upon such breach or cessation, but shall not be deemed to have requested the payment of its Balance(s) unless and until it either makes an actual payment request or the Program Administrator determines that such a breach or cessation has occurred.

2.5 Receipt of Statements and Reports; Requests.

(a) The Program Administrator, on behalf of the Board of Trustees, shall provide to each Participant a copy of the statements prepared pursuant to Section 4.2 hereof and of the reports prepared pursuant to Section 4.3 hereof applicable to such Participant.

(b) In addition, each Participant may direct the Program Administrator to provide a statement of the value of the Participant's Balance(s) as of the date of the request, provided such request is received by the Program Administrator by 4:00 p.m. CST on a given day.. The Program Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Program Administrator shall maintain the records relating to such Participant in a manner that records the Participant's Balance(s) as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Program Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments or portions thereof belonging to each such Participant.

(d) No Participant shall be entitled to any reports or statements applicable solely to another Participant.

2.6 Representatives.

(a) Each Participant shall designate a Representative to act for the Participant hereunder (the "Representative") for all purposes, including, without limitation, to give consents on behalf of the Participant and to receive notices on behalf of the Participant. Pursuant to Section 2256.005 (f) of the Act, such Representative shall be the investment officer that is empowered by the charter, ordinances or other rules or regulations of the Participant to direct the investment of such Participant's Investment Funds. The Representatives, in their capacity as Representatives shall not be required to devote their entire time to duties under the Agreement. To the extent permitted by law, each Representative may designate additional persons who may act on behalf of the Representative to transmit the Representative's instructions to the Program Administrator, the Custodian or the Board of Trustees.

(b) Each Representative shall be the official responsible for the investment of Investment Funds into the Trust and all payments made from the Trust for the Participant represented by such Representative. In making such investments and payment requests,

each Representative shall use judgment and care to achieve the following objectives in the indicated order: (i) preservation and safety of principal, (ii) liquidity, and (iii) yield.

2.7 Liability.

No Representative shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Representative of a Participant. No Representative of a Participant who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

ARTICLE III

TRUSTEES AND THE BOARD OF TRUSTEES

3.1 Selection of Trustees.

(a) Each calendar year, the Program Administrator shall call, upon at least fifteen days' written notice to the Participants, a meeting of the Participants for the purpose of selecting Trustees for the Trust. If the Program Administrator shall fail to call such a meeting, any two Participants may call such a meeting by providing at least fifteen days' written notice to the other Participants. At such meeting, the Participants may nominate persons to serve as Trustees of the Trust. In order to qualify to be nominated as a Trustee, a candidate must be a Representative. The number of Trustees to be selected shall be determined by the Participants at such meeting, provided that the number of Trustees shall be an odd number of three (3) or more. In order to be elected as a Trustee, a candidate must receive a majority of the votes of the Participants present and voting at such meeting. A quorum for such meeting shall be the lesser of (i) fifteen Participants or (ii) ten percent of the total number of Participants determined at the time the notice of the meeting is sent. If a quorum is not present, the meeting may be adjourned to a future time and place set at such meeting. Each Participant shall be entitled to one vote regardless of the amount of funds invested in the Trust. To the extent permitted by law, each Representative may designate a person who may act on behalf of the Representative at a meeting of Participants.

(b) The Program Administrator shall send written notice to the Participants and the Custodian listing the names of the Trustees elected at each annual meeting.

3.2 Board of Trustees.

The Board of Trustees shall be made up of all of the Trustees elected by the Participants or designated pursuant to Section 3.5 hereof. The Board of Trustees shall supervise the Trust and the affairs of the Trust and shall act as the liaison between the Participants and the Custodian and the Program Administrator. The Board of Trustees shall appoint an advisory board to advise the Trust, as required by the Act. The Board of Trustees shall have the power to administer the affairs of the Trust and to enter into contracts and agreements on behalf of the Trust in order to effectuate the terms of this Agreement. The Board of Trustees shall have the power to select all of the Trust's consultants, including, without limitation, the Program Administrator and the Custodian, subject to the terms of this Agreement. The Trustees shall

select by majority vote a chairman of the Board of Trustees, and may select such other officers of the Board of Trustees, including, without limitation, a vice chairman and a secretary, as the Trustees deem appropriate. In the absence of the chairman, the vice chairman, if any, shall have the power to act in place of the chairman hereunder.

3.3 General Powers.

Subject to the rights of the Participants as provided herein, the Board shall have, without other or further authorization, power to administer the Trust and the affairs of the Trust. The Board may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for the administration of the Trust and the investment of the Trust Property, but shall invest with the degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation, but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital.

3.4 Legal Title.

Title to all of the Trust Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Trust shall have full and complete power to cause legal title to any Trust property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other person as nominee, on such terms, in such manner, and with such powers as the Board may determine, so long as in its judgment the interest of the Trust is adequately protected.

3.5 Power to Contract, Appoint, Retain and Employ.

(a) The Board is responsible for the investments of the Trust consistent with the investment policies established in this Trust Agreement and for the general administration of the business and affairs of the Trust conducted by officers, agents, employees, administrators, investment advisors, distributors or independent contractors of the Trust. However, members of the Board are not required to devote their entire time to the business and affairs of the Trust or to personally conduct the routine business of the Trust. Consistent with their responsibilities, the Board may appoint, employ, retain or contract on behalf of the Trust with any persons the Board may deem necessary or desirable for the transaction of the affairs of the Trust, and the expenses relating to such persons shall be Investment Property Liabilities. The Board may appoint, employ, retain or contract on behalf of the Trust with such persons for the purpose of :

(i) Serving as Investment Advisor to the Trust;

(ii) Serving as Program Administrator of the Trust;

(iii) Serving as Custodian for the Trust;

(iv) Furnishing reports to the Trust and provide research, economic, and statistical data in connection with the Trust's investments;

(v) Acting as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, or in any other capacity deemed by the Board to be necessary or desirable;

(vi) Acting as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting, or other enforcement of any lien or security securing investment; or

(vii) Assisting in the performance of such other functions necessary in the management of the Trust.

(b) The same person may serve simultaneously as the Program Administrator and as the Investment Advisor, but no person serving as the Program Administrator or the Investment Advisor may serve as the Custodian.

3.6 Meetings.

Meetings of the Board of Trustees may be called by the Program Administrator at any time, and shall be called by the Program Administrator upon the request of at least two Trustees, on at least seventy-two hours' notice to each Trustee and shall be held at the time and place and for the purposes stated in the call of the meeting. There shall be at least one meeting of the Board of Trustees in each calendar year.

3.7 Delegation; Committees; Bylaws; Policies; Procedures.

The Board shall have full and complete power to delegate from time to time to one or more of their number (who may be designated as constituting a Committee of the Board) or to officers, employees or agents of the Trust (including without limitation, the Program Administrator, the Custodian, or the Investment Advisor) the doing of such acts and things and the execution of such instruments as the Board may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The Board may adopt and, from time to time, amend or repeal by-laws, policies or procedures for the conduct of the business of the Trust. Such by-laws, policies or procedures, may, among other things, define the duties of the respective officers, agents, employees and representatives of the Trust.

3.8 Term.

The term of office for Trustees elected pursuant to Section 3.1(a) hereof shall commence thirty days after the notice specified in Section 3.1(c) is sent to the Participants and the Custodian. The term of office for Trustees selected pursuant to Section 3.5 hereof shall commence immediately upon such selection. Each Trustee shall hold office until the first to occur of: (a) the Trustee's resigning, (b) the Trustee ceasing to be a Representative of a Participant, (c) the Trustee's death, (d) the Trustee's being adjudicated incompetent or otherwise losing the capacity to discharge the duties of the office of a Trustee and € the term of office of the Trustee's successor having begun pursuant to this Section 3.8.

3.9 Vacancies.

If any Trustee resigns or is removed or otherwise ceases to serve, the remaining Trustees may designate a qualified successor to fill such vacancy until the next annual meeting of Participants.

3.10 Costs.

The expenses of each Representative to attend the annual meeting shall be borne by each Participant. The reasonable out-of-pocket expenses of the Trustees incurred in the

performance of their duties hereunder and of attending a meeting of the Board of Trustees shall be Investment Property Liabilities.

3.11 Investment Officer.

The chairman of the Board of Trustees, ex officio (or in the absence of the chairman, the vice chairman, if any), shall be the investment officer for the Trust as required by Section 2256.005 (f) of the Act.

3.12 Public Proceedings.

Notwithstanding anything contained in this Agreement, the Board of Trustees shall comply with the applicable provisions of Chapter 552 of the Texas Government Code.

3.13 Telephone Participation.

Upon the occurrence of an emergency or unforeseeable circumstances requiring immediate action, a Representative may participate in a meeting of Participants and a Trustee may participate in a meeting of the Board of Trustees through the use of a conference telephone, provided that such Representative or Trustee is able to hear the deliberations of the other Representatives or Trustees, respectively, and the other Representatives or Trustees are able to hear such Representative or Trustee, respectively, simultaneously.

3.14 Liability.

No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

3.15 Insurance.

The Board shall have full and complete power to purchase and pay for, entirely out of Trust property, insurance policies insuring the Trust, the Trustees, officers, employees and agents of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Trust or any such person, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such person against such liability. The Board may instruct the Program Administrator to obtain such insurance on behalf of the Board in such amount as the Board and the Program Administrator shall deem adequate to cover all foreseeable liabilities to the extent available at reasonable rates.

ARTICLE IV

PROGRAM ADMINISTRATOR

4.1 Appointment; General Provisions.

(a) The Participants hereby appoint Public Trust Advisors, LLC as the Program Administrator under this Agreement, subject to the overall supervision of the Board of Trustees, for the period and on the terms set forth in this Agreement.

(b) Public Trust Advisors, LLC accepts such appointment and agrees to render the services and to assume the obligations set forth herein, for the compensation herein provided.

(c) The Participants and the Board of Trustees agree that the Program Administrator shall invest the Investment Property in investments meeting the criteria set forth in Exhibit E and in the Investment Policy applicable to each pool or portfolio established pursuant to this Trust Agreement, and in a manner that maintains the AAA or equivalent rating of Texas CLASS and any other pool or portfolio established pursuant to this Trust Agreement. The Program Administrator is directed to cause Investment Property of each Participant to be invested in investments meeting the criteria set forth in Exhibit E and in the Investment Policy applicable to each pool or portfolio established pursuant to this Trust Agreement and in a manner that maintains the AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service, of any pool or portfolio established pursuant to this Agreement. The Board and the Participants delegate no investment discretion to the Program Administrator hereunder to invest in investments not meeting the criteria set forth in Exhibit E and the Program Administrator expressly refuses to accept any delegation of such discretion. The decision concerning which criteria shall be contained on Exhibit E shall remain at all times under the control of the Board of Trustees. The Board of Trustees shall ensure that the criteria set forth on Exhibit E are permitted by, and consistent with the standards and the duty of care set forth in, the Act.

(d) Each Participant directs the Custodian to act, and the Custodian agrees to act, in accordance with the instructions of the Program Administrator who shall act in a manner consistent with this Agreement. The Program Administrator shall at no time have custody of, possession of, or physical control over, any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Program Administrator instead of to the Custodian, the Program Administrator shall immediately transfer such Investment Funds to the Custodian. The Program Administrator shall not be liable for any act or omission of the Custodian, but shall be liable for the Program Administrator's acts and omissions as provided herein. Under no circumstance shall the Program Administrator be authorized or permitted to withdraw, or instruct the Custodian to withdraw, Investment Property maintained with the Custodian unless acting upon the request of a Participant pursuant to Section 2.2(a).

4.2 Monthly Statements.

(a) Within 15 days subsequent to the end of each month, the Program Administrator shall, on behalf of the Board of Trustees, prepare and submit to each Participant which was a

Participant during such month a statement setting forth the information required by Section 2256.016(c)(2) of the Act.

(b) The Program Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's Balance(s) as of the date of such request, subject only to account activity as of such date provided that such request is received by the Program Administrator by 5:00 p.m. CST on a given date.

4.3 Reports.

(a) The Program Administrator shall prepare or cause to be prepared:

(i) at least annually a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and

(ii) at least annually an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Program Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and accountant's opinion shall be filed with the Board of Trustees and the Participants within ninety (90) days after the close of the period covered thereby.

(b) The Program Administrator shall provide to the Board, on an annual basis, the Certification substantially as set forth in Exhibit H.

(c) The Program Administrator shall provide to the Board, the Securities and Exchange Commission form ADV filing of Public Trust Advisors, LLC within ninety (90) days of such filing.

(d) The Program Administrator shall provide to the Board, on an annual basis, Public Trust Advisors, LLC's disaster/contingency plan for the protection of the assets of Texas CLASS and any other pool or portfolio established pursuant to this Trust Agreement.

4.4 Investment Activities and Powers.

Subject to the supervision of the Board of Trustees, and consistent with Section 4.1(c), the investment criteria set forth in Exhibit E and in the Investment Policies, the Program Administrator shall perform the following services:

(a) advise the Board of Trustees concerning investments which appear to the Program Administrator to be advantageous to the Participants within the investment criteria set forth in Exhibit E and within all applicable law, provided, however, the Board of Trustees shall have the duty to inform the Program Administrator of any changes to the Act;

(b) implement or cause to be implemented securities transactions for the Trust on behalf of the Board of Trustees and the Participants as permitted by the investment criteria set forth in Exhibit E (including, without limitation, by executing or causing to be executed on behalf of and as an agent of the Trust agreements and other documents containing representations, warranties and covenants that are common or standard for such agreements and documents within the investment industry) or, despite the intention of the parties hereto

to always have the Investment Property fully invested, cause the Custodian to hold the Investment Property uninvested in a custodial account maintained for the benefit of the Trust;

(c) from time to time, review the permitted investments and the investment criteria set forth in Exhibit E and, if circumstances and applicable law permit, recommend changes in such permitted investments and such investment criteria;

(d) provide such advice and information to the Participants and the Board of Trustees on matters related to investments as the Participants or the Board of Trustees may reasonably request, including, without limitation, research and statistical data concerning the Investment Property and other matters within the scope of the permitted investments and investment criteria set forth in Exhibit E;

(e) advise whether and in what manner all rights conferred by the Investment Property should be exercised;

(f) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Agreement or applicable laws; and

(g) employ, consult with, obtain advice from and exercise any of the Program Administrator's rights or powers under this Agreement through the use of agents, including investment advisors, brokers, dealers, auditors and legal counsel (who may be counsel to the Program Administrator or the Board of Trustees) or other advisors. Notwithstanding Section 10.9 hereof, the Program Administrator may transmit information concerning the Investment Property and the Participants to such agents.

4.5 Daily Calculation of Program Value and Rate of Return.

(a) The Program Administrator shall calculate the Investment Property Value once on each Business Day at the time and in the manner provided in the Valuation Procedures.

(b) Upon performing the valuation specified in Section 4.5(a) hereof, the Program Administrator shall calculate (rounding off to the nearest whole cent) the Balance of each Participant and each Balance of each of the Participants shall be adjusted proportionately so that the total Balances of all the Participants equals the Investment Property Value.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been approved from time to time by the Program Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time to time by the Program Administrator.

(e) The Program Administrator shall calculate daily the rate of return earned on the Investment Property.

4.6 Administration of Program.

The Program Administrator shall perform the following administrative functions on behalf of the Board of Trustees in connection with the implementation of this Agreement:

(a) collect and maintain for such time period as may be required under any applicable federal or Texas law written records of all transactions affecting the Investment Property or the Balances, including, but not limited to (a) investments by and payments to or on behalf of each Participant; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment Property Value; (e) adjustments to the Participants' Balances; and (f) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. On behalf of each Participant, the Program Administrator shall maintain the records relating to such Participant in a manner that subdivides the Participant's Balance into subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds;

(b) assist in the organization of the annual meeting required by Section 3.1(a) hereof and of Meetings of the Board of Trustees, including preparation and distribution of the notices and agendas therefor;

(c) respond to all inquiries and other communications of Participants, if any, which are directed to the Program Administrator, or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such person and coordinating his response thereto;

(d) pay all Investment Property Liabilities in accordance with this Agreement from the Investment Property; and

(e) engage in marketing activities to promote participation of Texas governmental entities in the Trust.

4.7 Resignation and Removal.

(a) The Program Administrator may resign as Program Administrator upon the giving of at least sixty (60) days' prior written notice of such resignation to the Board of Trustees and the Custodian.

(b) A majority of the Board of Trustees may remove the Program Administrator upon the giving of at least sixty (60) days' prior written notice to the Program Administrator and the Custodian.

(c) In the event that the Program Administrator shall give notice of its resignation or if the Board of Trustees shall give notice of the removal of the Program Administrator, a majority of the Board of Trustees shall appoint a successor.

(d) Upon notification of the removal or resignation of the Program Administrator, the Program Administrator shall deliver to the Board all data and records pertaining to Texas CLASS and its Participants within 60 days of the notification of removal or resignation, provided, however, that the Program Administrator may retain copies of any such data and records required to be retained by it by law or in compliance with the requirements of its corporate records retention policy. The Program Administrator shall continue to administer

Texas CLASS until a successor program administrator is appointed by the Board under the terms of this Agreement.

(e) If a new program administrator is not appointed by the Board within 60 days of a notification of removal or resignation of the Program Administrator, the Program Administrator shall continue to administer Texas CLASS until a successor program administrator is selected, but shall be compensated for such administration pursuant to an agreement to be negotiated between the Program Administrator and the Board.

4.8 Liability.

(a) Each Participant agrees that the Program Administrator and its officers, directors, agents and employees shall not be liable for any action performed or omitted to be performed or for any errors of judgment made in good faith in connection with any matters to which this Agreement relates, provided that such disclaimer shall not relieve any of them for liability arising from negligence, malfeasance, material breach of this Agreement by the Program Administrator or violation of applicable law by any of them ("Program Administrator Liabilities"). Nothing herein shall constitute a waiver or limitation of any rights which the Participants may have under any federal or state securities laws.

(b) Each Participant, the Board of Trustees and the Custodian understand that in performing its services hereunder the Program Administrator will rely on information provided by others and agree that the Program Administrator is not responsible for the accuracy of such information.

4.9 Power to Receive Investment Advice.

The Program Administrator shall have the right, at its own cost, to receive investment advice concerning the Investment Property from any other third party. Notwithstanding the provisions of Section 10.9 hereof, the Program Administrator may transmit information concerning the Investment Property and the Participants such other third parties in order to obtain such investment advice. The Program Administrator shall notify the Board of Trustees if any third parties are retained. pursuant to this Section 4.9 within 45 days of such retention.

4.10 Advice to Other Clients.

It is understood that the Program Administrator performs investment advisory services for various clients. The Participants agree that the Program Administrator may give advice and take action with respect to any of its other clients which may differ from the advice given to, or the timing or nature of action taken with respect to, the Investment Property; provided that the policy and practice of the Program Administrator is not to favor or disfavor consistently or consciously any client or class of clients in the allocation of investment opportunities and that, to the extent practical, such opportunities are allocated among clients over a period of time on a fair and equitable basis. Nothing herein contained shall be construed so as to prevent the Program Administrator or any of its directors, officers, employees, shareholders or affiliates in any way from purchasing or selling any securities for its or their own accounts prior to, simultaneously with or subsequent to any recommendation or actions taken with respect to the Investment Property or impose upon the Program Administrator any obligation to purchase or sell or to recommend for purchase or sale for the Investment Property any security which the Program Administrator or any of its shareholders, directors, officers, employees or affiliates may purchase or sell for its or their own accounts or for the

account of any other client, advisory or otherwise; provided always, however, that the Program Administrator shall use its best efforts to maximize the gains for the Investment Property in a manner consistent with the investment criteria set forth in Exhibit E hereof.

4.11 Special Sub-accounts.

Notwithstanding anything in this Agreement to the contrary, the Program Administrator from time to time may propose to the Participants that the Participants establish specially designated subaccounts with investment, payment procedures, fees or other characteristics different from those set forth in this Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments or certain other conditions to be met for payments, such as possible payment penalties, or additional fees for administering such specially designated subaccounts. A Participant in its sole discretion may create any such special subaccount using the same procedures for establishing other subaccounts set forth in this Agreement. The establishment of such special subaccounts shall not be deemed an amendment of this Agreement. Any special subaccount that is created pursuant to this Section 4.11 shall be subject to the terms set forth in the proposal of the Program Administrator until the terms governing such special subaccount are amended pursuant to this Agreement. The Program Administrator may calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for each Participant.

4.12 Intellectual Property.

(a) The Trust will own all Intellectual Property related to the name "Texas Cooperative Liquid Assets Securities System Trust" and "Texas CLASS." For purposes of this section, "Intellectual Property" shall mean all of the rights, relating to the names, "Texas Cooperative Liquid Assets Securities System Trust" and "Texas CLASS" including copyrights, trademark and service mark rights, trade dress rights, rights of publicity, web site and the internet domain rights. Public Trust Advisors, LLC makes no representation or warranty that it owns any Intellectual Property rights in those names, or that there are no third parties who may claim rights to intellectual property rights in or associated with the names.

(b) Public Trust Advisors, LLC hereby assigns all Intellectual Property rights that it has or may have that are not otherwise conveyed by other instrument or party, to the Trust. Public Trust Advisors, LLC represents and warrants to the Board that it has the right and authority to transfer to the Trust all Intellectual Property that it has or may have, in each case to the extent such Intellectual Property is reasonably necessary for the Trust's ownership, operating and full enjoyment of the name "Texas Cooperative Liquid Assets Securities System Trust" and "Texas CLASS". The Board assigns to Public Trust Advisors, LLC an irrevocable license curing the term of Public Trust Advisors, LLC's tenure as Program Administrator to use all Intellectual Property rights described herein in connection with the administration of the Trust.

ARTICLE V

THE CUSTODIAN

5.1 Appointment and Acceptance; Sub-Custodians.

(a) UMB Bank, N.A., as Custodian, is appointed by each of the Participants to be the Custodian for the collective interests of the Participants under this Agreement for the period and on the terms set forth herein. The Participants hereby delegate to the Custodian the authority to hold legal title to investments purchased with their funds pursuant to Section 2256.016(d) of the Act. UMB Bank, N.A., as Custodian, accepts such appointment and agrees to render the services and to assume the obligations set forth herein, for the compensation herein provided.

(b) The Custodian may employ other banks and trust companies as sub-custodians, including without limitation, affiliates of the Custodian. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations under this Agreement.

(c) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

5.2 Resignation and Removal; Successors.

(a) The Custodian may resign upon the giving of at least sixty (60) days prior written notice to the Board of Trustees and the Program Administrator. A majority of the Board of Trustees may remove the Custodian upon at least sixty (60) days prior written notice to the Custodian and the Program Administrator. Notwithstanding the foregoing, the resignation or removal of the Custodian shall not be deemed effective unless a successor shall have been chosen pursuant to Section 5.2(b) hereof. In the event that assets remain in the possession of the Custodian due to the failure of the Board of Trustees to appoint a successor custodian, the Custodian shall be entitled to compensation for its services during such period, and the provisions of this Agreement relating to the duties and obligations of the Custodian shall remain in full force and effect. In the event no successor is agreed upon within one hundred eighty (180) days from the date of such written notice, the Custodian shall be entitled to petition a court of competent jurisdiction to appoint a successor custodian and shall be reimbursed by the Trust for any direct court costs and expenses (including, without limitation, attorneys' fees) in a total amount not to exceed $100,000 relating thereto.

(b) In the event that the Custodian shall give notice of its resignation or if the Board of Trustees shall give notice of the removal of the Custodian, a majority of the Board of Trustees shall appoint a successor provided, however, that so long as the Program Administrator is required to pay the fees of the Custodian pursuant to Article VI hereof, the appointment of such successor Custodian shall require the prior written consent of the Program Administrator.

5.3 Powers.

(a) (i) The Custodian is authorized and directed to open and maintain, and the Custodian shall open and maintain, one or more custody accounts for the benefit of the Trust

(the "Account") in the name of "[Name of Custodian] as Custodian for the Benefit of Texas CLASS" (and/or the name of such other pool or portfolio as established pursuant to this Trust Agreement) and will accept for safekeeping and for credit to the Accounts, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.1 hereof, and the income or earnings derived therefrom. The Custodian may accept funds hereunder for the purchase of securities to be held by the Custodian and shall not be required to make an independent determination whether such funds are Investment Funds.

(ii) Except as provided in Section 5.3(c)(iii), all securities and other noncash Investment Property held in each Account shall be physically segregated from other securities in the possession of the Custodian and from other pools or portfolios established pursuant to this Trust Agreement and shall be identified as subject to this Agreement.

(b) In accordance with instructions of the Program Administrator who shall act in a manner consistent with this Agreement, the Custodian shall, for the account and benefit and burden of the Participants:

(i) receive and deliver Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibits A and B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge and deliver as Custodian, any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 5.3(b);

(v) sell, exchange or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Trust and any and all Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property: (a) collect, sue for, receive and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (c) engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Investment Property; (d) foreclose on any personal property, security or instrument securing any investments, notes, bills, bonds, obligations or contracts that are part of or relate to the Investment Property; (e) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any personal property; (f) be a party to the reorganization of any Person and transfer to and deposit with any corporation, committee, voting trustee or other Person any securities,

investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (g) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (h) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements and other instruments; and (i) pay or satisfy any debt or claims; and

(vii) exercise all other rights and powers and to take any action in carrying out the purposes of this Agreement.

(c) (i) with respect to Investment Property held by the Custodian hereunder, the Custodian shall collect all income or other payments, release and deliver such Investment Property, and take any other action as directed by the Program Administrator, with respect to dividends, splits, distributions, spinoffs, puts, calls, conversions, redemptions, tenders, exchanges, mergers, reorganizations, rights, warrants or any other similar activity relating to the Investment Property held in the Account. The Custodian shall request direction of the Program Administrator upon receipt of actual notice of any such activity. For purposes of this paragraph, the Custodian shall be deemed to have actual notice if the Program Administrator informs the Custodian of such activity or if Custodian received information concerning any such activity through data services or publications to which it normally subscribes. Custodian shall make available to Program Administrator, upon reasonable request, a list of the data services and publications to which Custodian subscribes. If the Custodian does not have actual notice of such activity, any such activity will be handled by the Custodian on a "best efforts" basis.

The Custodian shall not be under any obligation or duty to take action to effect collection of any amount, if the assets on which such amount is payable are in default and payment is refused after due demand or presentation. The Custodian will, however, promptly notify the Program Administrator in writing of such default and refusal to pay.

The Custodian is not authorized and shall not disclose the name, address or security positions of the Participants in response to requests concerning shareholder communications under Section 14 of the Securities Exchange Act of 1934, the rules and regulations thereunder, and any similar statute, regulation, or rule in effect from time to time;

(ii) the Custodian shall promptly deliver or mail to the Program Administrator all forms of proxies and all notices of meetings received by the Custodian relating to Investment Property held under this Agreement and, upon receipt of instructions from the Program Administrator, shall execute and deliver such proxies or other authorizations as may be required. Neither the Custodian nor its nominee shall vote any Investment Property or execute any proxy to vote the same or give any consent to take any other action with respect thereto (except as otherwise herein provided) unless directed to do so by Program Administrator upon receipt of instructions;

(iii) the Custodian shall hold the Investment Property (a) in its vaults physically segregated and held separate and apart from other property of the Custodian; (b) in its account at The Depository Trust Company or other depository, sub-custodian or clearing corporation; or (c) in a book entry account with the Federal Reserve Bank, in

which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times. The Investment Property held by any such depository, sub-custodian, clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provided, however, that the custodial relationship and the interests of the Trust or the Participants regarding such Investment Property shall be noted on the records kept by the Program Administrator and the custodial relationship on behalf of the Trust or the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of Trust or the Participants to be noted on the records of such depository, sub-custodian, clearing corporation or Federal Reserve Bank. The Custodian shall not be obligated or liable for costs, expenses, damages, liabilities or claims (including attorneys' or accountants' fees) which are sustained or incurred by reason of any action or inaction of the Federal Reserve Bank book-entry system, The Depository Trust Company or any other central depository or clearing agency which it is or may become standard market practice to use for the comparison and settlement of securities trades, provided, however, that nothing in this sentence shall relieve the Custodian of its obligations set forth in Section 5.1(b) hereof regarding banks or trust companies selected as sub-custodians; and

(iv) the Custodian shall hold and physically segregate for each Account all Investment Property owned by each Account other than Investment Property held pursuant to 5.3(c)(iii)(b) and (c) above. Investment Property physically held by the Custodian (other than bearer securities) may be registered in the name of any nominee of Custodian, provided that the records of the Custodian provide that such Investment Property is held in a custodial capacity and that such Investment Property is not an asset of the Custodian or such nominee. All Investment Property accepted by Custodian under the terms of this Agreement shall be in negotiable form.

5.4 Custodial Relationship; Custodian Records.

(a) The Custodian shall hold the Investment Property in its capacity as custodian for the benefit of the Trust. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's Balance.

(b) The Custodian shall maintain its own internal records concerning the Account(s) and the transactions contemplated by this Agreement, and the Custodian shall cause all of such records to reflect the custodial relationship created by this Agreement and the fact that the Investment Property in each Account belongs to the Trust for the collective benefit of the Participants in each pool or portfolio established pursuant to this Trust Agreement, respectively. Notwithstanding the foregoing, the Program Administrator shall maintain all records regarding each Participant's beneficial interest in such Investment Property, and such records shall conclusively determine the beneficial interests of each Participant in the Investment Property segregated between the pools or portfolios in which such Investment Property is held. The records maintained by such Program Administrator shall be conclusively determinative of the beneficial interests of the Participants in each pool or portfolio established pursuant to this Trust Agreement; it being understood that the Custodian shall not be obligated to maintain records concerning the beneficial interest of individual Participants in the Investment Property.

5.5 Reliance on Instructions.

(a) The Custodian is authorized to accept and shall be fully protected if it relies upon the instructions given by any authorized officer, employee or agent of the Program Administrator, including any oral instructions which the individual receiving such instructions on behalf of the Custodian believes in good faith to have been given by an authorized officer, employee or agent of the Program Administrator, and all authorizations shall remain in full force and effect until canceled or superseded by subsequent instructions received by the appropriate account officer of the Custodian. The authorized officers, employees or agents of the Program Administrator shall be only such persons as are designated in writing to the Custodian by the Program Administrator. The Custodian may rely on instructions received by telephone, tested telex, TWX, facsimile transmission or by bank wire which the Custodian believes in good faith to have been given by an authorized person. The Custodian may also rely on instructions transmitted electronically through a customer data entry system or any similar electronic instruction system acceptable to the Custodian. Any instructions delivered to the Custodian by telephone shall promptly thereafter be confirmed in writing by an authorized person, but the Custodian will incur no liability for the Program Administrator's failure to send such confirmation in writing. Instructions are deemed given to the Custodian when actually received by the Custodian.

(b) In the absence of bad faith or negligence on its part, the Custodian may conclusively rely, as to the truth and correctness of the statements expressed in notices, certificates or documents submitted to it, and the Custodian need not investigate any fact or matter stated in any such notice, certificate or document submitted to it or verify the accuracy of the contents thereof.

5.6 Degree of Care.

(a) The Custodian shall hold the Investment Property in the Account(s) with the same degree of care and protection with which it holds its own property. The Custodian agrees that it shall be responsible for any loss of Investment Property caused solely by the negligence or bad faith of the Custodian or its agents or any material breach of this Agreement by the Custodian. The Custodian is hereby released from liability except for liability arising from the negligence or bad faith of the Custodian or its agents or from any material breach of this Agreement by the Custodian. In the event of any such loss of Investment Property, the Custodian shall promptly replace the Investment Property or the value thereof and the value of any such loss of rights or privileges resulting from such loss. The Custodian shall not be responsible for the acts or omissions or solvency of any broker or agent selected by the Program Administrator to effect any transactions for the Account(s).

(b) The Custodian shall not be liable for any error of judgment made in good faith by an employee, officer or agent of the Custodian, unless it was proved that the Custodian was negligent in ascertaining the pertinent facts.

(c) Except as provided in Section 5.6(a), the Custodian shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers unless it receives indemnity satisfactory to it for repayment of such funds or against such risk of liability.

(d) The Custodian shall have no discretion whatsoever with respect to the management, disposition or investment of Investment Property and is not a fiduciary to the

Program Administrator or the Participants. During the term of this Agreement, the Custodian may, with respect to questions of law and construction of this Agreement, apply for and obtain, at the cost of the Custodian, the advice and opinion of counsel of its choice and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice or opinion. The Custodian shall have no duties except those that are specifically set forth in this Agreement. The Custodian shall only be responsible for custody hereunder of Investment Property delivered to it and then only while such Investment Property is held in the Account.

(e) Special Damages. Except with respect to Section 5.2(a) above, in no event shall any Party to this Agreement be liable for attorneys' fee or for special, indirect, consequential, or punitive damages arising under or in connection with this Agreement.

5.7 Subrogation.

At the election of a majority of the Board of Trustees, the Trust shall be entitled to be subrogated to the rights of the Custodian, with respect to any claim against any other Person or institution which the Custodian may have, as a consequence of any loss or damage to the Investment Property. In such event, the Board of Trustees shall consult with the Custodian concerning selection of counsel and management of any litigation to recover for such loss.

5.8 Insurance.

(a) The Custodian shall maintain insurance coverage the following types and amounts with limits agreed to be the Board of Trustees:

(b) Financial Institution Bond - $100,000,000

(c) Professional Liability - $30,000,000

5.9 Setoff.

The Custodian shall not have, and shall not seek to enforce, any right of setoff, recoupment or similar rights against the Investment Property for any amounts owed to the Custodian pursuant to this Agreement.

ARTICLE IV

TRUST EXPENSES

6.1 Expenses.

(a) In consideration of the performance of its obligations hereunder, the Program Administrator shall receive a fee from the Trust as set forth on Exhibit F, which fee shall be paid from the earnings of the Trust. The Program Administrator's fee shall be an Investment Property Liability. The Program Administrator shall submit a monthly bill to the chairman of the Board of Trustees for approval stating the amount of the fee for the previous month and providing sufficient information to demonstrate that the fee was calculated in accordance with Exhibit F. The chairman of the Board of Trustees is hereby given the authority to approve or disapprove the bills submitted by the Program Administrator. After receiving the approval of the chairman of the Board of Trustees of such bills, the Program Administrator shall submit

such bills to the Custodian for payment and the Custodian shall pay such bills from the earnings of the Trust. If the chairman of the Board of Trustees does not approve the bills submitted by the Program Administrator within 60 days of their submittal, the Program Administrator may present the bills to the Board of Trustees for review and approval.

(b) From its fee, the Program Administrator shall pay the following costs and expenses:

(1) the Custodian's fee as set forth in Exhibit I;

(2) all custodial and securities clearance transaction charges;

(3) the costs of third parties retained by the Program Administrator to render investment advice pursuant to Section 4.9;

(4) all Investment Property record-keeping expenses;

(5) the costs of preparing monthly and annual reports;

(6) the costs related to sales, marketing and client service (including website maintenance and certain conference sponsorships);

(7) the cost of valuing the Investment Property;

(8) outgoing wire charges of the Custodian and the costs of Participant communications, including Participant surveys and mailings;

(9) the costs of the Trust's auditors and legal counsel;

(10) the costs of meetings of the Participant or the Board of Trustees;

(11) outgoing wire charges of the Custodian and the cost of obtaining a rating, if any;

(12) expenses for Board and Participant meetings, including Board travel and education expenses; and

(13) the costs of Insurance for the Board and the Trust.

The Program Administrator and the Board of Trustees shall annually establish a budget for the Board's expenses, including, without limitation, the expenses of the Board and committee meetings, the Participant meeting(s), Board travel and education expenses, legal fees, audit fees and insurance the Program Administrator shall facilitate the payment of these expenses on behalf of the Board from its fee.

(c) Any expenses not paid by Public Trust Advisors, LLC above shall be as mutually agreed upon by the Program Administrator and the Board of Trustees.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Each Participant.

Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary resolutions, including, without limitation, as required by Section 2256.016(a) of the Act in order to execute and deliver this Agreement and to perform its obligations hereunder, including, without limitation, the appointment of the Trustees as Trustees, the appointment of the Custodian as Custodian and the appointment of the Program Administrator as Program Administrator; and

(b) the execution, delivery and performance of this Agreement by the Participant are within the power and authority of the Participant and do not violate the laws of the State of Texas applicable to the Participant itself and not to the other parties hereto or the Participant's charter or its organizational statute, instrument or documents or any other applicable local ordinance, resolution, rule or regulation; and

(c) the execution, delivery and performance of this Agreement has been duly authorized and this Agreement is the legal, valid and binding obligation of the Participant enforceable against the Participant in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization, and similar laws now or hereafter in effect relating to creditors' rights generally, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(d) the certificates delivered heretofore or hereafter by the Participant pursuant to this Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(e) the execution, delivery and performance of this Agreement do not conflict with or result in the breach or termination of, or otherwise give any other person the right to terminate, or constitute a default, event of default or an event with notice or lapse of time or both would constitute a default or an event of default under the terms of any contract or permit to which the Participant is a party or by which the Participant or its properties are bound; and

(f) the proposed investment strategies of the Trust are consistent with, and are contemplated by the investment strategy adopted by the Participant pursuant to Section 2256.005(d) of the Act.

7.2 Representations and Warranties of the Custodian.

The Custodian hereby represents and warrants that:

(a) the Custodian is a duly organized and validly existing national banking organization, organized under the laws of the United States with an office in Dallas, Texas and is duly qualified to conduct business in the State of Texas; and

(b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Custodian and this Agreement is the legal, valid and binding obligation of the Custodian enforceable against the Custodian in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and similar laws now or hereafter in effect relating to creditors' rights generally or the rights of creditors of banks, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(c) the performance by the Custodian of its obligations under this Agreement does not violate any laws, rules or regulations of the State of Texas applicable to the Custodian itself and not to the other parties hereto.

7.3 Representations and Warranties of the Program Administrator.

The Program Administrator hereby represents and warrants that:

(a) the Program Administrator is a duly organized and validly existing Colorado limited liability company, and is an investment advisor duly registered under the Investment Advisers Act of 1940; and

(b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Program Administrator and this Agreement is the legal, valid and binding obligation of the Program Administrator, enforceable against the Program Administrator, in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and similar laws now or hereafter in effect relating to creditors' rights generally, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(c) the performance by the Program Administrator of its obligations under this Agreement does not violate any laws, rules or regulations of the State of Texas applicable to the Program Administrator itself and not to the other parties hereto.

ARTICLE VIII

COVENANTS

8.1 Source of Investments.

Each Participant hereby covenants that it will invest pursuant to Section 2.2 only Investment Funds that are permitted to be invested by it pursuant to the laws of the State of Texas and any charter, instrument, organizational document or organizational statute applicable to such Participant and any state or local ordinance, resolution, rule or regulation applicable to such Participant, and that it will perform all actions required by the laws of the State of Texas and any charter, instrument, organizational document or organizational statute applicable to such Participant and any state or local ordinance, resolution, rule or regulation applicable to such Participant to be done prior to such investment.

8.2 Truth of Representations and Warranties.

Each party to this Agreement hereby covenants that it shall withdraw from this Agreement prior to the time any of the representations and warranties made by it in Article VII hereof ceases to be true.

ARTICLE IX

AMENDMENT AND TERMINATION

9.1 Amendment.

(a) Unless explicitly set forth otherwise herein, this Agreement may be amended only by a writing consented to by the Program Administrator, the Custodian and the Trust, acting through the Board of Trustees.

(b) Any amendment executed pursuant to Section 9.1(a) hereof will be effective thirty (30) days after notice is mailed to the Participants setting forth such amendment and stating that the last consent required by Section 9.1(a) hereof has been obtained.

(c) Notwithstanding the foregoing, Exhibit E may be amended by a writing consented to by a majority of the Board of Trustees. Any such amendment shall become effective thirty (30) days after notice is mailed to the Program Administrator, the Custodian and the Participants setting forth such amendment and stating that such amendment has been consented to by a majority of the Board of Trustees.

(d) Notwithstanding the foregoing, Exhibits A, B and C may be amended by the Program Administrator. Any such amendment shall become effective thirty (30) days after notice is mailed to the Participants and the Custodian setting forth such amendment.

(e) Notwithstanding the foregoing, Exhibit G may be amended by an amendment consented to by the Program Administrator and the Custodian. Any such amendment shall become effective upon the obtaining of such consents.

(f) All Participants that remain Participants after any amendment becomes effective shall be deemed to have consented to the amendment.

9.2 Termination.

(a) This Agreement shall continue in full force and effect unless terminated as set forth in this Section 9.2. This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if this Agreement is not amended to name a new Custodian or Program Administrator on or before the day that is immediately prior to the date on which the resignation, withdrawal or removal of the Custodian or Program Administrator would otherwise become effective.

(b) Upon the termination of this Agreement pursuant to this Section 9.2:

(i) The Custodian, the Board of Trustees, the Trust and the Program Administrator shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) The Custodian, the Board of Trustees, the Trust and the Program Administrator shall proceed to wind up their affairs in connection with the Investment Property, and all of the powers of the Custodian, the Board of Trustees, the Trust and the Program Administrator under this Agreement shall continue until the affairs of the Custodian, the Board of Trustees, the Trust and the Program Administrator in connection with the Investment Property shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with the Investment Property; and

(iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities and refunding agreements as each of the Custodian, the Board of Trustees, the Trust and the Program Administrator deem necessary for their protection, the Program Administrator shall direct the Custodian to distribute the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Program Administrator shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Program Administrator, the Custodian, the Board of Trustees and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, the Trust shall cease, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Sections 4.6(a), 4.8 and 5.6 hereof shall survive any resignation or termination of the Program Administrator or the Custodian or any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 9.2 (a) hereof because of the resignation and/or removal of the Program Administrator, such resignation and/or removal shall be postponed until the instrument contemplated by Section 9.2(c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

(e) Notwithstanding the above, one or more separate pools or portfolios established pursuant to this Trust Agreement may be terminated and its assets distributed to the Participants of that pool or portfolio. The dissolution of a pool or portfolio established pursuant to this Trust Agreement does not affect any other pool or portfolio established pursuant to this Trust Agreement. No pool or portfolio established pursuant to this Agreement shall have any right to or claim on the assets of any other pool or portfolio established pursuant to this Agreement.

ARTICLE X

MISCELLANEOUS

10.1 Governing Law.

This Agreement is executed by the Participants and delivered in the State of Texas and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Texas.

10.2 Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

10.3 Severability.

The provisions of this Agreement are severable, and if any one or more of such provisions (the "Conflicting Provisions") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement may be amended pursuant to Section 9.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

10.4 Pools Separately Managed.

Separate pools or portfolios established and operated pursuant to the Trust Agreement shall be managed and operated separately and independently by the Program Administrator. There shall be no co-mingling of funds between pools or portfolios and Participants in one pool or portfolio established pursuant to this Trust Agreement shall have no claim on the funds or assets of another pool or portfolio established pursuant to this Trust Agreement, and investment earnings shall remain in the pool or portfolio in which they are realized.

10.5 Gender; Section Headings and Table of Contents.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any-headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

10.6 No Assignment.

No party hereto may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void.

10.7 No Partnership.

Other than the creation of the Trust by the Participants hereunder, no provision of this Agreement shall create or constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Agreement to constitute a partnership or any other joint venture or association.

10.8 Notice.

Unless oral notice is otherwise allowed in this Agreement, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, telegraph, telex or computer hookup; or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Program Administrator;

(c) shall be deemed to have been given on the day of such mailing, transmission or deposit; and

(d) any of the methods specified in Section 10.7(b) shall be sufficient to deliver any notice required hereunder, notwithstanding that one or more of such methods may not be specifically listed in the sections hereunder requiring such notice.

10.9 Entire Agreement.

Except with respect to the letter described in Exhibit G between the Custodian and the Program Administrator, this Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

10.10 Confidentiality.

(a) All information and recommendations furnished by the Program Administrator to the Participants or the Board of Trustees that is marked confidential and all information and directions furnished by the Program Administrator to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. The Program Administrator and the Custodian shall regard as confidential all information concerning the Investment Property and the affairs of the Trust and Participants. Nothing in this paragraph shall prevent any party from divulging information as required by law or from divulging to civil, criminal, bank or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply or to prevent the Program Administrator from distributing copies of this Agreement or the aggregate value of the Trust to third parties, provided, however, confidential information shall not include (i) information that is

independently developed or obtained by a party without the use of information provided by any other party; or (ii) information that is otherwise available to the public.

(b) In the event that on-line terminals or similar electronic devices are used for communication from the Program Administrator to the Custodian, or from the Participants to either the Program Administrator or the Custodian, the Program Administrator and the Participants agree to safeguard and maintain the confidentiality of all passwords or numbers and to disclose them only to such of its employees and agents as reasonably require access to the information concerning the Investment Property. The Custodian agrees to safeguard and maintain the confidentiality of all passwords or numbers and to limit access to this information for the purpose of acting pursuant to this Agreement. The Custodian and the Program Administrator may electronically record any instructions given by telephone, and any other telephone discussions with respect to the Account or transactions pursuant to this Agreement.

10.11 Disputes.

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least 10 days before commencing legal action.

10.12 Majority of Participants.

Whenever any provision hereof refers to a majority of the Participants, such majority shall be determined based upon the number of Participants at that time and shall not be determined by a reference to the Balance of each Participant.

10.13 Writings.

Whenever this Agreement requires a notice, instruction or confirmation to be in writing or a written report to be made or a written records to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photo static, photographic or micrographic data storage method such as microfiche as well as on paper.

10.14 Effective Date.

This Agreement shall become effective on the Effective Date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in its name and on its behalf as of the date first written above.

PUBLIC TRUST ADVISORS, LLC

By: _____
Name: Thomas D. Jordan
Title: Chief Executive Officer

By: _____
Name: Chris M. DeBow
Title: Managing Partner

UMB BANK, N.A.
as Custodian

By: _____
Name: David M. Paldino
Title: Senior Vice President

THE PARTICIPANTS IN THE TRUST THAT HAVE ENTERED INTO THIS AGREEMENT

By: _____
Chair, Board of Trustees of the Trust

By: _____
Secretary, Board of Trustees of the Trust

EXHIBIT A

INVESTMENT PROCEDURES

1) A Participant shall provide notification to the Program Administrator via methods acceptable to the Program Administrator indicating the amount to be invested, and if more than one fund or account with Texas CLASS has been established by the Program Administrator, into which fund or account such amount shall be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire Investment Funds to the corresponding account at the Custodian.

2) Receipt of the Program Administrator prior to the cut-off time established pursuant to the Texas CLASS website, accessible at http://www.texasclass.com, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the same Business Day.

3) Receipt by the Program Administrator after the cut-off time established pursuant to the Texas CLASS website, accessible at http://www.texasclass.com, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn Interest on the next Business Day.

4) If Investment Funds for which notification of deposit has been given, are not received (except if the Participant can show the contribution procedures have been followed) by the end of the Business Day on which such notification is given, the Program Administrator shall deduct the value of such Investment Funds from the Participant's Balance if previously credited.

If the Participant fails to instruct its bank depository to wire Investment Funds before the cut-off time established pursuant to the Texas CLASS website, accessible at http://www.texasclass.com, on the day notice of the deposit is provided the Program Administrator, the Participant's Balance shall be charged interest equal to any interest earned on such failed deposit for each day the Participant's Balance was credited with the deposit before the date the deposit was received. If the Participant can show the contribution procedures have been followed, and, notwithstanding, the Investment Funds are not received, then the Program Administrator shall seek to obtain such Investment Funds from the party responsible for failure of delivery.

5) Participants are prohibited from withdrawing Investment Funds credited to their Balance(s) pursuant to (2) or (3) above, until such Investment Funds are received by the Custodian.

6) These Investment Procedures may be amended from time to time pursuant to Section 9.1(d) hereof, provided, however, that the Program Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT B

PAYMENT PROCEDURES

The payment procedures below apply to Texas CLASS and Texas CLASS Government Only pools. In the event the Board elects to introduce a portfolio or pool pursuant to this Agreement which does not provide for same-day liquidity, such disclosures will be provided to Participants within the portfolio or pools separate Information Statement.

1) The Participant shall provide notification to the Program Administrator via methods acceptable to the Program Administrator indicating the amount to be withdrawn, and if more than one fund or account within Texas CLASS has been established, from which fund or account such amount shall be withdrawn.

2) The Participant shall indicate the payee and include wire or ACH instructions.

3) Requests for withdrawals received by the Program Administrator by the cut-off time established pursuant to the Texas CLASS website, accessible at http://www.texasclass.com will be processed to permit payment on the Business Day.

4) Requests for withdrawals received by the Program Administrator after the cut-off time established pursuant to the Texas CLASS website, accessible at http://www.texasclass.com, will be processed the following Business Day.

5) Participants may only request withdrawals from an account of an amount not to exceed their Balance in such account at the time payment is made pursuant to such request.

6) Requests for withdrawals received in accordance with (3) above by the Program Administrator shall be wired or processed through ACH in accordance with the Participant's instructions after noon on such Business Day and the funds so wired or processed through ACH shall be immediately available funds.

7) These Payment Procedures may be amended from time to time pursuant to Section 9.1(d) hereof, provided, however, that the Program Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT C

VALUATION PROCEDURES

1. Portfolio Valuation.

At least daily, the Investment Property Value shall be determined on a mark to market basis as follows:

The Program Administrator shall determine the market value of the specific investment holdings for the Texas CLASS pool or portfolio. The market values shall be obtained from one or more sources that the Program Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Program Administrator to price the underlying securities on a daily basis.

Alternatively, the Investment Property Value may be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

2. Amendment. These Valuation Procedures may be amended from time to time pursuant to Section 9.1(d) hereof.

EXHIBIT D

PARTICIPATION CERTIFICATE

The undersigned _____ does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Ninth Amended and Restated Trust Agreement (the "Agreement") dated as of February 25, 2021 by and between the Participants, UMB Bank, N.A., as Custodian, and Public Trust Advisors, LLC By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that _____ is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, in order for it to participate in the Trust created by the Agreement.

_____
(Name of Participant)

PARTICIPANT EXECUTION DATE By: _____
Name:
Title:

Accepted:

Public Trust Advisors, LLC.

By:_____
Name:
Title:

EXHIBIT E

INVESTMENT CRITERIA

1. General Objectives

   a. Legality: invest only in investments legally permissible under Texas law.

   b. Safety: minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value. The Trust shall be managed so that the Trust shall receive the highest rating for a local government investment pool from a nationally recognized statistical rating organization for so long as such a rating is required by Texas law.

   c. Liquidity: manage portfolio investments to ensure that cash will be available as required to finance Participants' operations.

   d. Yield: maximize current income to the degree consistent with legality, safety and liquidity.

2. General Standard

All investments made on behalf of the Trust shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives in order of priority:

1. preservation of safety of principal;
2. liquidity; and
3. yield.

3. Investments

Investment Funds may be invested in any or all of the legal investments specified in Sections 2256.009 through 2256.016, Public Funds Investment Act, Texas Government Code, as the same may be hereafter amended, or in any successor statute, but only to the extent that such investments would be permitted by Rule 2a-7, as amended from time to time, promulgated by the United States Securities and Exchange Commission pursuant to the Investment Company Act of 1940, as amended (the "Rule") if the Rule were applicable to the Trust. The investment criteria for any additional pools or portfolios established pursuant to the Agreement may provide for a more limited investment criteria or investment in only certain investments specified in the Public Funds Investment Act.

4. Amendments

These Investment Criteria may be amended from time to time pursuant to Section 9.1(c) hereof.

EXHIBIT F

PROGRAM ADMINISTRATOR'S FEE

For the performance of its obligations under this Agreement, the Program Administrator will charge a fee from the Investment Property Value (the "Daily Fee") for each pool or portfolio established pursuant to this Agreement. This Daily Fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the m month in which this Agreement is in effect.

The Daily Fee shall be calculated as follows: The Investment Property Value is multiplied by the Applicable Fee Rate and is divided by 365 or 366 days in the event of a leap year to equal the Daily Fee accrual. The Investment Property Value shall be based on the current day's settled shares outstanding. For weekend days and holidays, the settled shares outstanding for the previous business day will be utilized for the calculation of fees.

The Applicable Fee Rate shall be determined monthly on the first business day of each month for each pool or portfolio established pursuant to this Agreement, and shall be calculated according to the schedule below which is applicable to each pool or portfolio established pursuant to this Agreement:

	Cumulative Balance	Fee %
First	$1,000,000,000	.120%
Next	$1,000,000,000	.110%
Next	$1,000,000,000	.100%
Next	Over $3,000,000,000	.090%

Fees may be voluntarily waived from time-to-time and at the sole discretion of the Program Administrator. Periodic fee waivers may be required to adjust the fund's yield performance based upon various market conditions. Any such waived fees shall be communicated to the Board of Trustees.

EXHIBIT G

CUSTODIAN'S FEE

Rate Schedule

The Program Administrator shall pay to the Custodian the costs and fees specified in the Fee Schedule effective April 1, 2021, from the Custodian to the Program Administrator, as amended from time to time by the Program Administrator and the Custodian pursuant to Section 9.1(e) hereof.

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-175 acknowledging the conveyance of approximately 118.569 acres of land from Hutto 372, Ltd. to Lennar Homes of Texas and Land Construction, Ltd.
Meeting: Thursday, November 18, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto Amended Development Agreement 11-10-21
2. R-2021- Hutto Resolution Hutto 372 to Lennar

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

JENNIFER SCHOLL
(512) 435-2380
jscholl@abaustin.com

November 4, 2021

USPS CERTIFIED MAIL/RETURN RECEIPT REQUESTED

City of Hutto, Texas
Attn: Mr. Odis Jones, City Manager
500 W. Live Oak Street
Hutto, Texas 78634

Re: Amended and Restated Development Agreement by and between the City of Hutto, a Home-Rule municipal corporation (the "*City*"), Hutto 372, Ltd., a Texas limited partnership ("*Hutto 372*"), and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership ("*Lennar*") dated April 1, 2021 and recorded as Document No. 2021084475 in the Official Public Records of Williamson County, Texas (as may be amended or assigned, the "*Agreement*").

Dear Mr. Jones:

Pursuant to Section 9.4.D. of the Agreement, please consider this letter as notice that, as of October 29, 2021, Hutto 372 has conveyed approximately 118.569 acres of land within the Property, as more particularly described in the enclosed field notes (the "*Conveyed Property*"), to Lennar and that, as of such closing, Hutto 372 automatically assigned to Lennar all of its rights, duties, and obligations under the Agreement with respect to the Conveyed Property.

Sincerely,

ARMBRUST & BROWN, PLLC

By: */s/ Jennifer Scholl*
Jennifer Scholl

Enclosure

cc: ***USPS CERTIFIED MAIL/RETURN RECEIPT REQUESTED***
Alan Bojorquez
Bojorquez Law Firm, PC
11675 Jollyville Road, Suite 300
Austin, Texas 78759

{W1097487.2}

LEGAL DESCRIPTION

FIELD NOTES FOR A 118.569 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 367.15 ACRE TRACT OF LAND (EXHIBIT "A") AND ALL OF A CALLED 5.57 ACRE TRACT OF LAND (EXHIBIT "B") AS CONVEYED UNTO HUTTO 372, LTD. IN DOCUMENT NUMBERS 2003097296, 2003097297 AND 2003097298, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 118.569 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south line of a called 87.71 acre tract of land as conveyed unto Larry W. Leschber in Volume 2430, Page 332, of the Official Public Records of Williamson County, Texa,s at the northwest corner of a called 143.5 acre tract of land as conveyed unto LPL Investments, LP in Document Number 2010007498, of the Official Public Records of Williamson County, Texas, for an easterly corner of the remainder of said 367.15 acre tract and the **POINT OF BEGINNING** of the herein described tract;

THENCE, S 07° 51' 01" W, coincident with the common line of the remainder of the 367.15 acre tract and said 143.5 acre tract, a distance of 2,268.73 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northerly southeast corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at the easterly southeast corner of the remainder of the 367.15 acre tract bears S 07° 51' 01" W, a distance of 1,101.67 feet ;

THENCE, departing said common line, over and across the remainder of the 367.15 acre tract the following ten (10) courses:

1) N 82° 09' 52" W, a distance of 279.44 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

2) Curving to the right, with a radius of 330.00 feet, an arc length of 102.41 feet, a central angle of 17° 46' 48", a chord bearing of N 73° 16' 27" W, and a chord distance of 102.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

3) N 64° 23' 03" W, a distance of 423.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

4) Curving to the left, with a radius of 970.00 feet, an arc length of 293.11 feet, a central angle of 17° 18' 48", a chord bearing of N 73° 02' 28" W, and a chord distance of 292.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

5) N 81° 41' 52" W, a distance of 981.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

6) N 08° 18' 08" E, a distance of 12.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

7) N 81° 41' 52" W, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

8) S 08° 18' 08" W, a distance of 800.99 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

9) S 07° 37' 02" W, a distance of 1,806.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southerly southeast corner of the herein described tract;

10) N 82° 22' 58" W, a distance of 598.31 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the remainder of the 367.15 acre tract and the Amended Plat of Lot 14, Block "C", Phase 4A and Lot 1, Block "C", Glenwood, Phase 4B as recorded in Document Number 2008041948 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract, said Amended Plat and Glenwood, Phase 4B, Final Plat as recorded in Document Number 2007051616 of the Official Public Records of Williamson County, Texas, the following six (6) courses:

1) N 08° 21' 28" E, a distance of 308.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) N 23° 37' 35" W, a distance of 253.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) N 37° 47' 11" W, passing at a distance of 0.68 feet, a 1/2-inch iron rod with a cap stamped "BASELINE INC" found and continuing a total distance of 300.83 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract, from which a 1/2-inch iron rod found bears N 74° 22' 25" W, a distance of 0.60 feet;

4) N 36° 44' 56" E, a distance of 33.82 feet to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEYING" found (Disturbed) for an angle point of the herein described tract;

5) N 09° 45' 43" E, a distance of 105.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

6) N 03° 49' 57" W, a distance of 80.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of said Glenwood, Phase 4B, Final Plat and Glenwood Subdivision Phase 2A as recorded in Document Number 2005009450 of the Official Public Records of Williamson County, Texas, for an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 68° 36' 49" E, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood Subdivision Phase 2A, passing at a distance of 130.55 feet, a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found at the common corner of Glenwood Subdivision Phase 2A and the Final Subdivision Plat of Glenwood, Phase 5 as recorded in Document Number 2015064417 of the Official Public Records of Williamson County, Texas, and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5, a total distance of 131.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5 the following three (3) courses:

1) N 35° 27' 01" E, a distance of 261.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) N 18° 05' 26" E, a distance of 168.87 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) N 23° 30' 07" E, a distance of 193.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of a called 130.141 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, Ltd in Document Number 2019104719 of the Official Public Records of Williamson County, Texas, and the remainder of the 367.15 acre tract, for a westerly corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said 130.141 acre tract the following twelve (12) courses:

1) S 82° 22' 00" E, a distance of 570.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

2) N 08° 21' 05" E, a distance of 1,268.34 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

3) S 82° 24' 38" E, a distance of 41.42 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for a re-entrant corner of the herein described tract;

4) Curving to the right, with a radius of 650.00 feet, an arc length of 282.90 feet, a central angle of 24° 56' 12", a chord bearing of N 24° 42' 23" E, and a chord distance of 280.67 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve of the herein described tract;

5) N 38° 13' 23" E, a distance of 281.87 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

6) S 51° 45' 14" E, a distance of 120.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

7) N 38° 14' 46" E, a distance of 195.88 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

8) Curving to the left, a central angle of 86° 59' 25", with a radius of 15.00 feet, an arc length of 22.77 feet, a chord bearing of N 05° 14' 43" W, and a chord distance of 20.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of reverse curvature of the herein described tract;

9) Curving to the right, with a radius of 840.00 feet, an arc length of 379.96 feet, a central angle of 25° 55' 00", a chord bearing of N 35° 46' 42" W, and a chord distance of 376.73 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

10) N 22° 49' 12" W, a distance of 436.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

11) Curving to the left, with a radius of 40.00 feet, an arc length of 62.83 feet, a central angle of 90° 00' 00", a chord bearing of N 67° 49' 12" W, and a chord distance of 56.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for the northwest corner of the herein described tract;

12) N 67° 10' 48" E, a distance of 520.71 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the curvilinear west line of the remainder of a called 9.487 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, Ltd. in Document Number 2020120045 of the Official Public Records of Williamson County, Texas, at the common corner of the remainder of the 130.141acre tract and the remainder of the 367.15 acre tract, at the beginning of a non-tangent curve for a northerly corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 367.15 acre tract and said remainder of said 9.487 acre tract the following three (3) courses:

1) Curving to the left, with a radius of 1,295.00 feet, arc length of 570.88 feet, a central angle of 25° 15' 28", a chord bearing of S 05° 58' 12" E, and a chord distance of 566.27 feet to a 1/2-inch iron rod found (Disturbed) for point of tangency of the herein described tract;

2) S 18° 35' 56" E, a distance of 57.25 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

3) N 46° 27' 34" E, passing at a distance of 554.92 feet the common corner of the remainder of the 367.15 acre tract, and the aforementioned 5.57 acre tract and continuing coincident with the common line of said 5.57 acre tract, and the 9.487 acre tract, a total a distance of 631.51 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at the common corner of the remainder of the 9.487 acre tract, and a called 4.855 acre tract of land as conveyed unto Audrey Evans in Document Number 2010004677 and described in Document Number 2003097300 both recorded in the Official Public Records of Williamson County, Texas, for an angle point of said 5.57 acre tract and the herein described tract;

THENCE, coincident with the common line of the 5.57 acre tract and said 4.855 acre tract the following five (5) courses:

1) N 52° 49' 21" E, a distance of 19.89 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found for an angle point of the herein described tract;

2) N 49° 15' 10" E, a distance of 102.08 feet to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found for an angle point of the herein described tract;

3) N 38° 02' 42" E, a distance of 96.62 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

4) N 37° 41' 23" E, a distance of 125.99 feet to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found for an angle point of the herein described tract;

5) N 66° 38' 01" E, a distance of 102.61 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of a called 50 acre tract of land (Third Tract) as conveyed unto Leschber Investments, LP in Document Number 2010007504 of the Official Public Records of Williamson County, Texas, at the common corner of the 5.57 acre tract, the 4.855 acre tract and the aforementioned remainder of the 367.15 acre tract for a north corner of the herein described tract;

THENCE, S 82° 13' 58" E, coincident with the common line of the remainder of said 367.15 acre tract, said 50 acre tract and a called 43.54 acre tract of land (Fourth Tract), conveyed unto Leschber Investments, LP in said Document Number 2010007504, a distance of 1,001.06 feet to the **POINT OF BEGINNING** and containing 118.579 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground on July 19, 2019 by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83. A plat of survey accompanies this description.

STATE OF TEXAS
REGISTERED
DION P. ALBERTSON
4963
PROFESSIONAL
LAND SURVEYOR

8/30/2021
Date

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

Client: Lennar
Date: August 30, 2021
Job No: 9257-00

RESOLUTION NO. R-2021-175

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ACKNOWLEDGING THE CONVEYANCE OF APPROXIMATELY 118.569 ACRES OF LAND FROM HUTTO 372, LTD. TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

WHEREAS, on November 10, 2021, the City received notice of the conveyance of approximately 118.569 acres of land from Hutto 372, Ltd. to Lennar Homes of Texas Land and Construction, Ltd., attached as Exhibit "A".

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: That the Hutto City Council hereby acknowledges the conveyance of approximately 118.569 acres of land from Hutto 372, Ltd. to Lennar Homes of Texas Land and Construction, Ltd.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 18th day of November, 2021.

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, Area Government appointments, and Advisory Committees.

Meeting: Thursday, November 18, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Boards Commissions List 11-12-21

BOARDS AND COMMISSIONS MASTER LIST as of 11/12/2021					
			Term Ends		
Council Member Place 1		Robin Sutton	May-23		
Council Member Place 2		Dan Thornton	May-24		
Council Member Place 3		Mandi Villarreal Salvo	May-22		
Council Member Place 4		Peter Gordon	May-23		
Council Member Place 5		Krystal Kinsey	May-24		
Council Member Place 6		Tanner Rose	May-22		
Mayor		Mike Snyder	May-22		
Planning & Zoning Commission					
Meets: 1st Tuesday @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per Charter					
Staff Liasion: Ashley Lumpkin					
Council Liasion: Peter Gordon					
				Appointed	**Term Ends**
Place 1	Rick	Hudson	Chair	6/18/20	6/30/22
Place 2	Randal	Clark	Commissioner	6/18/20	6/30/22
Place 3	Brian	Lee	Commissioner	6/10/21	6/30/22
Place 4	Kurt	Schwerdtfeger	Commissioner	7/1/21	6/30/23
Place 5	Jerica	Lawyer	Commissioner	7/2/20	6/30/22
Place 6	David	Meyer	Commissioner	7/15/21	6/30/22
Place 7	Susanna	Boyer	Commissioner	6/3/21	6/30/22
After June 30, 2021, the Commissioners for Place 6 and Place 7 (Mayor) shall be appointed to a one-year term, and the Commissioner for Place 4 shall be appointed to a two-year term. After June 30, 2022, the Commissioner for Place 1 shall be appointed to a one-year term, the Commissioners for Place 2 and Place 5 shall be appointed to two-year terms, and the Commissioners for Place 3, Place 6, and Place 7 (Mayor) shall be appointed to three-year terms.					
Parks Advisory Board					
Meets: 2nd Wednesday @ 7:00 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: Tony Host					
Council Liasion:					
				Appointed	**Term Ends**
Place 1	Katie	Weiss	Vice Chair	7/15/21	6/20/24
Place 2	Vacant		Member	1/23/20	6/30/24
Place 3	David	Meyer	Member	9/17/20	6/30/22
Place 4	Deborah	McPherson	Member	8/19/21	6/30/23
Place 5	Sharon	Dyer	Member	6/17/21	6/30/24
Place 6	Rose	McMillin	Member	6/20/19	6/30/22
Place 7	Perry	Savard	Chair	6/20/19	6/30/22

Library Advisory Board					
Meets: Quarterly @ 6:00 p.m. in City Council Chambers					
3 year terms					
Staff Liasion: Kristi Robich					
Council Liasion: Tanner Rose					
				Appointed	**Term Ends**
Place 1	Vacant		Member		6/30/23
Place 2	Nelida	Ortiz	Member	7/15/21	6/30/24
Place 3	Tara	Chappell	Vice Chair	7/3/19	6/30/22
Place 4	Vacant		Member	9/17/20	6/30/23
Place 5	Havala	Merit	Member	6/17/21	6/30/24
Place 6	David	Westbrook	Member	11/7/19	6/30/22
Place 7	Brian	Thompson	Member	2/27/20	6/30/22
Zoning Board of Adjustment					
Meets: 4th Weds @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per LGC Sect. 211.008(b)					
Staff Liasion: Ashley Lumpkin					
Council Liasion:					
				Appointed	**Term Ends**
Place 1	John	Marines	Member	6/3/21	6/30/22
Place 2	Brian	Lee	Member	6/7/21	6/30/24
Place 3	Robert	Balcer	Member	8/19/21	6/30/22
Place 4	Vacant		Member	5/20/21	6/30/23
Place 5	Ray	Alba	Member	6/17/21	6/30/23
Place 6	Maureen	Rooker	Member	6/20/19	6/30/22
Place 7	Randal	Clark	Member	9/19/19	6/30/22
	Rick	Hudson	Alternate		
	Brad	Walker	Alternate		
Historic Preservation Commission					
Meets: 4th Tuesday @ 6:30 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion:					
Council Liasion: Robin Sutton					
				Appointed	**Term Ends**
Place 1	DeAnne	Worley	Commissioner	7/3/19	6/30/22
Place 2	Jon	Stephenson	Commissioner	5/20/21	6/30/24
Place 3	Curtis	Orton	Commissioner	9/20/18	6/30/22
Place 4	Robert	Lykins	Commissioner	5/20/21	6/30/23
Place 5	Kathy	Hoover	Commissioner	9/16/21	6/30/24
Place 6	Travis	Allen	Commissioner	6/20/19	6/30/22
Place 7	Alexis	Ortiz	Commissioner	10/21/21	6/30/24

Building and Standards Commission					
Meets: As Needed in City Council Chambers (at least once a year)					
2 year terms per LGC Sect. 54.033					
Staff Liasion: Ashley Lumpkin					
Council Liasion: None					
				Appointed	**Term Ends**
*Place 1	Vacant		Commissioner	1/3/19	6/30/21
Place 2	Vacant		Commissioner	9/20/18	6/30/21
Pending Registration Place 3	Kendrick	Whittington	Commissioner	8/2/18	6/30/22
Place 4	Kurt	Schwerdtfeger	Commissioner	7/1/21	6/30/23
Place 5	Vacant		Commissioner	9/20/18	6/30/21
Place 6	Maureen	Rooker	Commissioner	6/20/19	6/30/22
Place 7	Richard	Hudson	Commissioner	6/20/19	6/30/22
* Filled unexpired term					

Ethics Review Commission					
Meets: As needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: City Secretary					
Council Liasion: None					
				Appointed	**Term Ends**
Place 1	Jane	Wrinkle	Member	2/4/21	6/30/23
Place 2	Lori	Brown-Duncan	Vice Chair	11/4/21	6/30/24
Place 3	Bill	Kohl	Member	7/11/19	6/30/22
Place 4	Christina	Garza	Member	12/17/20	6/30/23
Place 5	Abel	Landin	Member	6/17/21	6/30/24
Place 6	April	Willis	Member	8/15/19	6/30/22
Place 7	Kelly	Louis	Member	8/19/21	6/30/22

Economic Development Corporation					
Meets: 1st Monday at 6:30 p.m. of each month in City Council Chambers					
Staff Liasion: Stacy Schmitt					
Council Liasion:					
				Appointed	**Term Ends**
Place 1	Cheney	Gamboa	Member	8/19/21	6/30/23
Place 2	Mike	Arismendez	Chair	6/3/21	6/30/23
Place 3	Shawn	Lucas	Member	6/10/21	6/30/23
Place 4	Don	Carlson	Vice Chair	7/1/21	6/30/23
Place 5	Randal	Clark	Member	6/17/21	6/30/23
Place 6	Victor	Henry	Member	9/16/21	6/30/23
Place 7	Mike	Snyder	Member	7/1/21	6/30/23

Communications/Technology Task Force					
Meets once a month.					
1 year term- appts in Feb.					
Council Liasion: Peter Gordon					
				Appointed	**Term Ends**
Place 1	Jane	Wrinkle	Member	2/4/21	2/1/22
Place 2	Sydney	Johnson	Member	10/21/21	2/1/22
Place 3	Cassandra	Balderas	Member	11/4/21	2/1/22
Place 4	Andrew	Ingrassia	Member	6/10/21	2/1/22
Place 5	Vacant				
Place 6	Jerica	Lawyer	Member	7/15/21	2/1/22
Place 7	Dana	Wilcott	Member	7/15/21	2/1/22
ADA/Electronic and Information Resource Task Force					
Meets once a month					
1 year term-Appts in Feb					
Council Liasion: Dan Thornton					
				Appointed	**Term Ends**
Place 1	Jane	Wrinkle	Member	2/4/21	2/4/22
Place 2	Laurie	Stockman	Member	2/25/21	2/4/22
Place 3	Vacant		Member		
Place 4	Vacant		Member		2/6/22
Place 5	Vacant		Member		
Place 6	Vacant		Member		
Place 7	Vacant		Member		
Diversity and Inclusion Commission					
Meets monthly					
3 yr terms					
Council Liasion: Krystal Kinsey				**Appointed**	**Term Ends**
Place 1	Ana	Gonzales	Member	11/19/21	6/30/24
Place 2	Tara	Spoons	Member	9/17/20	6/30/23
Place 3	Kandace	Walker	Member	10/21/21	6/30/24
Place 4	Brian	Thompson	Member	8/27/20	6/30/23
Place 5	Vacant		Member		6/30/23
Place 6	Vacant		Member		6/30/24
Place 7	Marliese	Prieto	Member	8/5/21	6/30/24
Tax Increment Reinvestment Zone (TIRZ) #1					
3 appts from City					
2 appts from County *+					
2 yr terms				**Appointed**	**Term Ends**
	Russ	Boles	Member	2/14/20	2/14/22
*+	Scott	Heselmeyer	Member	3/2/21	3/2/23
	VACANT		Chair		2/1/22
	Rick Hudson		Member	2/10/20	2/10/22
	Mandi Villarreal Salvo		Member	4/1/21	2/1/22
Emergency Preparedness Task Force					
Meets_____					
3 year terms					
Council Liasion: Mike Snyder				**Appointed**	**Term Ends**
Place 1	Vacant		Member		6/30/23
Place 2	Matthew	Selby	Member	7/15/21	6/30/23
Place 3	Donna	Jones	Member	6/17/21	6/30/23
Place 4	Thomas	Quoma	Member	6/3/21	6/30/24
Place 5	Stevie	Jones	Member	6/17/21	6/30/24
Place 6	Vacant		Member		6/30/24
Place 7	Vacant		Member		6/30/24

AGENDA ITEM REPORT

To: City Council
Subject: Presentation from GFO Homes on the proposed Estates of Hutto subdivision and Public Improvement District.
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

No supporting documentation.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Presentation from Columnar on the proposed Meadow Brook subdivision and Public Improvement District.
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

No supporting documentation

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Presentation of the City Financials for the Month of October as well as the Monthly Investment Report as Required by the Fiscal and Budgetary Policy.
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Oct. Financials

MONTHLY FINANCIAL AND INVESTMENT REPORT

FOR THE MONTH ENDED OCTOBER 31, 2021

Angie Rios, CPA
Chief Financial Officer

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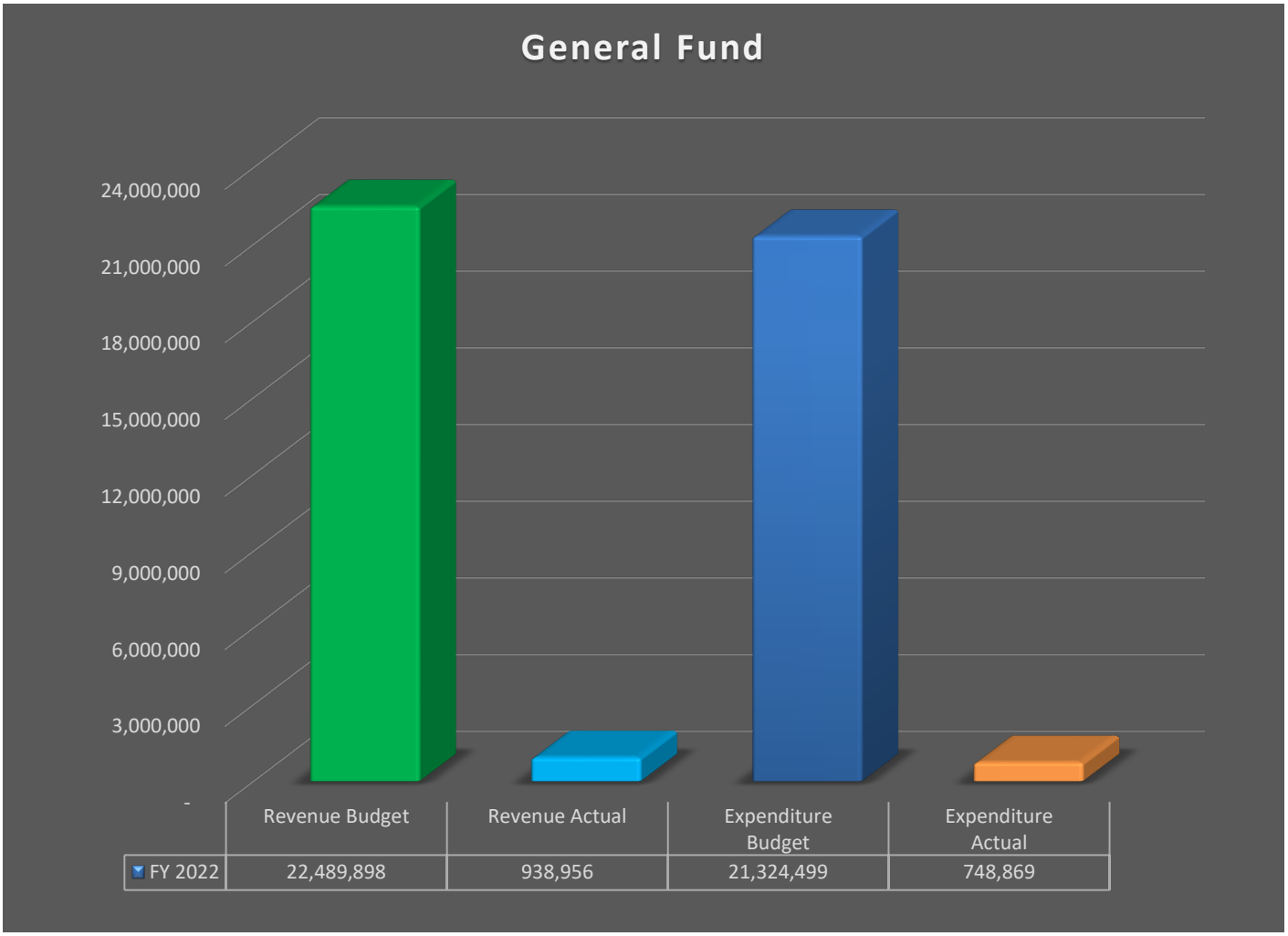
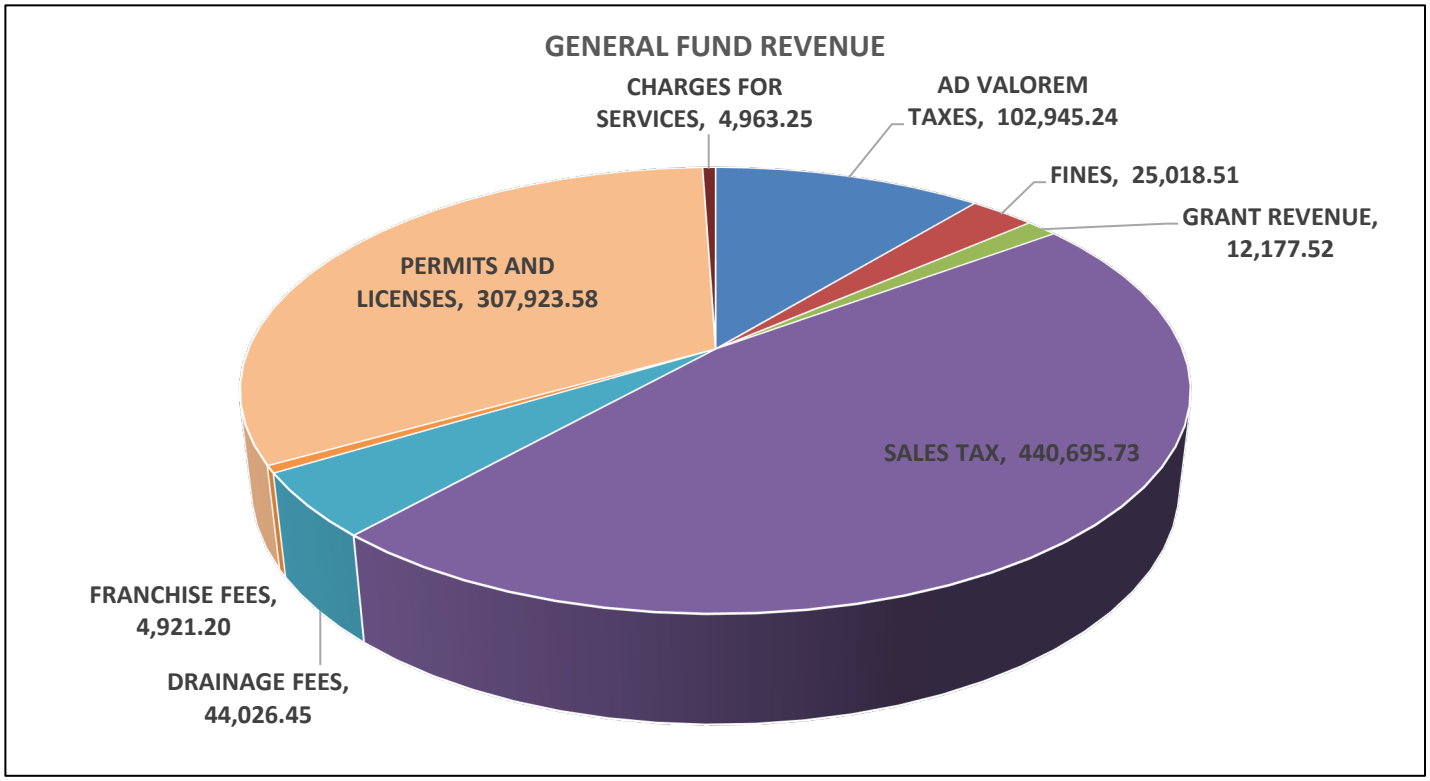
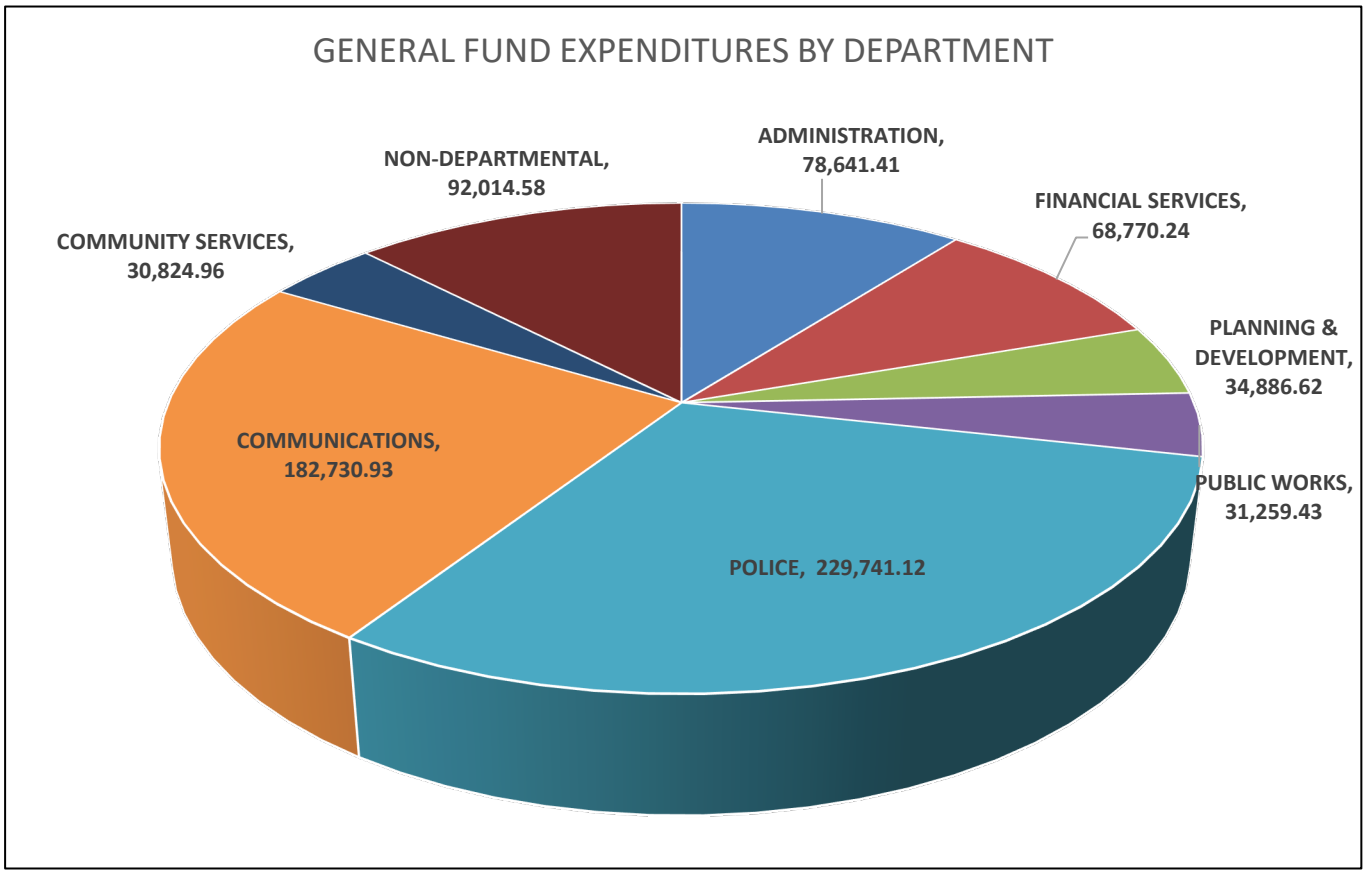
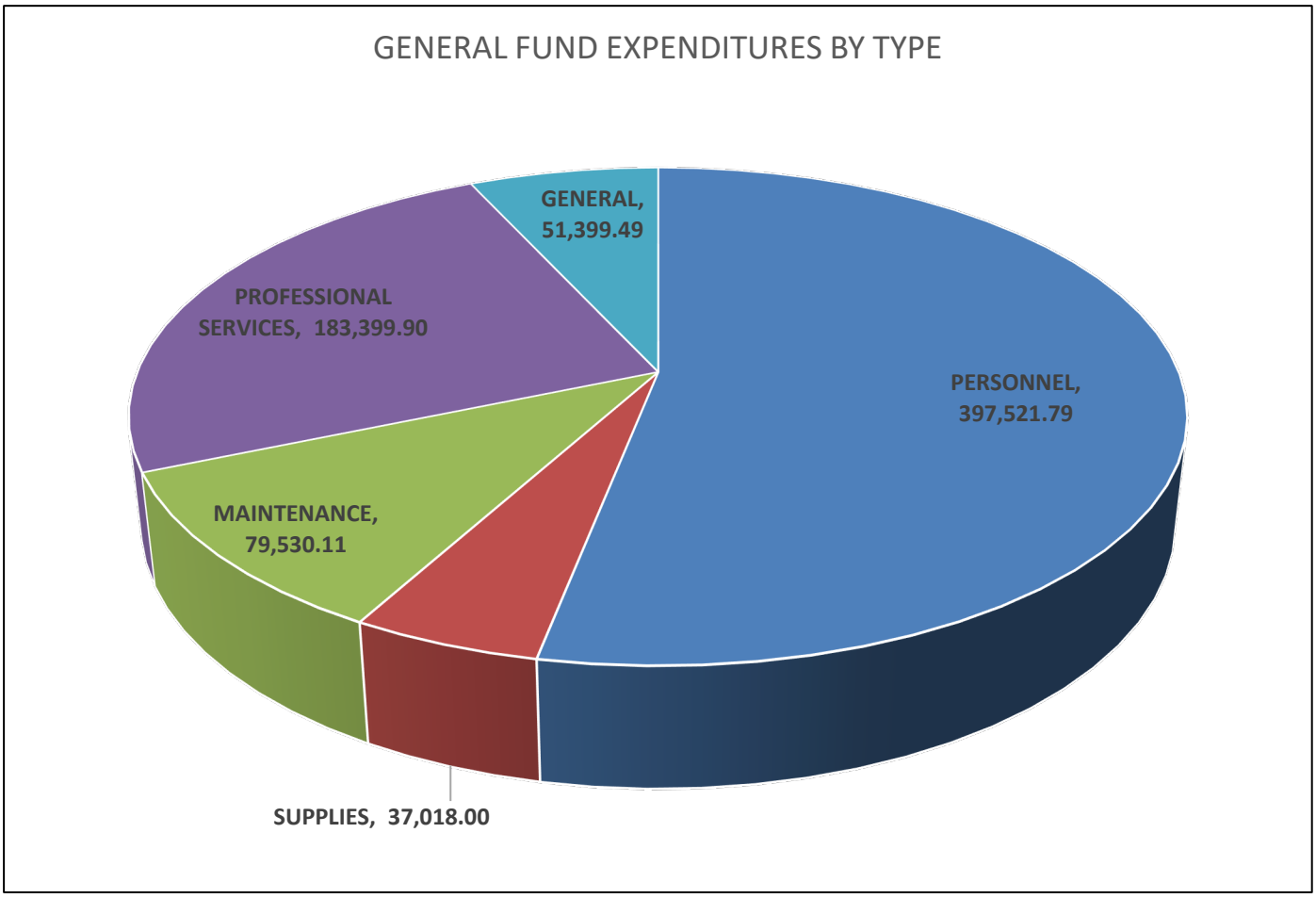
FINANCIAL DASHBOARD AS OF OCTOBER 31, 2021



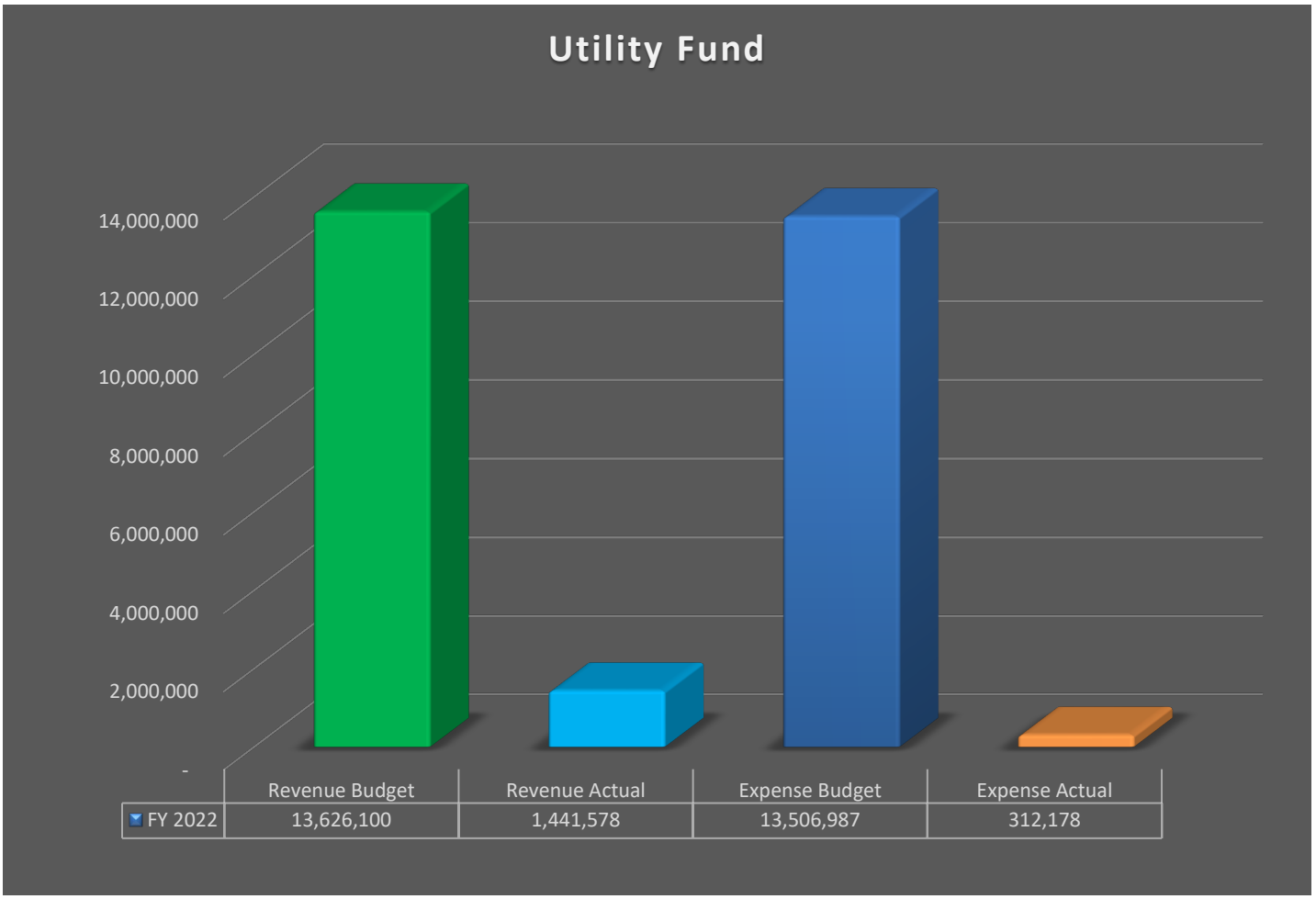


FINANCIAL DASHBOARD AS OF OCTOBER 31, 2021





FINANCIAL DASHBOARD AS OF OCTOBER 31, 2021



- Utility revenues were at 10.58% of budget
- Expenses were at 2.31% of budget

CITY OF HUTTO

GENERAL FUND

STATEMENT OF REVENUES

FOR THE MONTH ENDED OCTOBER 31, 2021

REVENUES	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
AD VALOREM TAXES	$ 10,873,091	$ 102,945	$ 102,945	$ (10,770,146)	0.95%
SALES TAX	6,229,002	440,696	440,696	(5,788,306)	7.07%
FRANCHISE FEES	952,355	4,921	4,921	(947,434)	0.52%
PERMITS AND LICENSES	3,285,200	307,924	307,924	(2,977,276)	9.37%
CHARGES FOR SERVICES	67,250	4,963	4,963	(62,287)	7.38%
FINES	238,000	25,019	25,019	(212,981)	10.51%
DRAINAGE FEES	450,000	44,026	44,026	(405,974)	9.78%
GRANT REVENUE	-	12,178	12,178	12,178	0.00%
OTHER REVENUES	100,000	(3,715)	(3,715)	(103,715)	-3.72%
INTEREST	20,000	-	-	(20,000)	0.00%
SUB - TOTAL	$ 22,214,898	$ 938,956	$ 938,956	$ (21,275,942)	4.23%
TRANSFER FROM OTHER FUNDS	275,000	-	-	(275,000)	0.00%
FUND BALANCE	-	-	-	-	0.00%
TOTAL REVENUES	$ 22,489,898	$ 938,956	$ 938,956	$ (21,550,942)	4.18%

GENERAL FUND SUMMARY					
TOTAL REVENUE INCLUDING TRANSFERS	$ 22,489,898	$ 938,956	$ 938,956	$ (21,550,942)	4.18%
GENERAL FUND EXPENDITURES	21,324,499	748,869	748,869	20,575,630	3.51%
BUDGETED FUND BALANCE	-	-	-	-	
BALANCE	$ 1,165,399	$ 190,087	$ 190,087	$ (975,312)	

NOTES:

The General Fund accounts for the resources used to finance the fundamental operations of the City.

It is the basic fund of the City and covers all activities for which a separate fund has not been established.

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED OCTOBER 31, 2021

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ADMINISTRATION					
PERSONNEL	$ 799,406	$ 31,313	$ 31,313	$ 768,093	3.92%
SUPPLIES	2,650	309	309	2,341	11.67%
PROFESSIONAL SERVICES	25,050	-	-	25,050	0.00%
GENERAL	17,750	2,764	2,764	14,986	15.57%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ADMINISTRATION	$ 844,856	$ 34,386	$ 34,386	$ 810,470	4.07%
CITY COUNCIL					
PERSONNEL	$ 74,942	$ 3,091	$ 3,091	$ 71,851	4.12%
SUPPLIES	2,500	30	30	2,470	1.18%
PROFESSIONAL SERVICES	4,000	-	-	4,000	0.00%
GENERAL	225,600	22,025	22,025	203,575	9.76%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY COUNCIL	$ 307,042	$ 25,146	$ 25,146	$ 281,897	8.19%
HUMAN RESOURCES					
PERSONNEL	$ 308,378	$ 6,410	$ 6,410	$ 301,968	2.08%
SUPPLIES	2,250	21	21	2,229	0.93%
PROFESSIONAL SERVICES	163,500	4,897	4,897	158,603	3.00%
GENERAL	12,100	-	-	12,100	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL HUMAN RESOURCES	$ 486,228	$ 11,328	$ 11,328	$ 474,900	2.33%
ECONOMIC DEVELOPMENT					
PERSONNEL	$ 209,364	$ 7,782	$ 7,782	$ 201,582	3.72%
SUPPLIES	13,350	-	-	13,350	0.00%
PROFESSIONAL SERVICES	40,000	-	-	40,000	0.00%
GENERAL	10,100	-	-	10,100	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ECONOMIC DEVELOPMENT	$ 272,814	$ 7,782	$ 7,782	$ 265,032	2.85%
FINANCE					
PERSONNEL	$ 1,033,770	$ 26,769	$ 26,769	$ 1,007,001	2.59%
SUPPLIES	7,500	310	310	7,190	4.13%
PROFESSIONAL SERVICES	239,250	6,276	6,276	232,974	2.62%
GENERAL	387,600	24,112	24,112	363,488	6.22%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FINANCE	1,668,120	57,467	57,467	1,610,652	3.45%
MUNICIPAL COURT					
PERSONNEL	$ 222,428	$ 10,568	$ 10,568	$ 211,860	4.75%
SUPPLIES	1,550	309	309	1,241	19.95%
PROFESSIONAL SERVICES	24,250	304	304	23,946	1.25%
GENERAL	20,200	122	122	20,078	0.60%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL MUNICIPAL COURT	$ 268,428	$ 11,303	$ 11,303	$ 257,125	4.21%
PLANNING & DEVELOPMENT					
PERSONNEL	$ 1,184,585	$ 33,094	$ 33,094	$ 1,151,491	2.79%
SUPPLIES	27,150	504	504	26,646	1.85%
PROFESSIONAL SERVICES	490,550	1,289	1,289	489,261	0.26%
GENERAL	32,150	-	-	32,150	0.00%
CAPITAL OUTLAY	40,000	-	-	40,000	0.00%
TOTAL PLANNING & DEVELOPMENT	$ 1,774,435	$ 34,887	$ 34,887	$ 1,739,549	1.97%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED OCTOBER 31, 2021

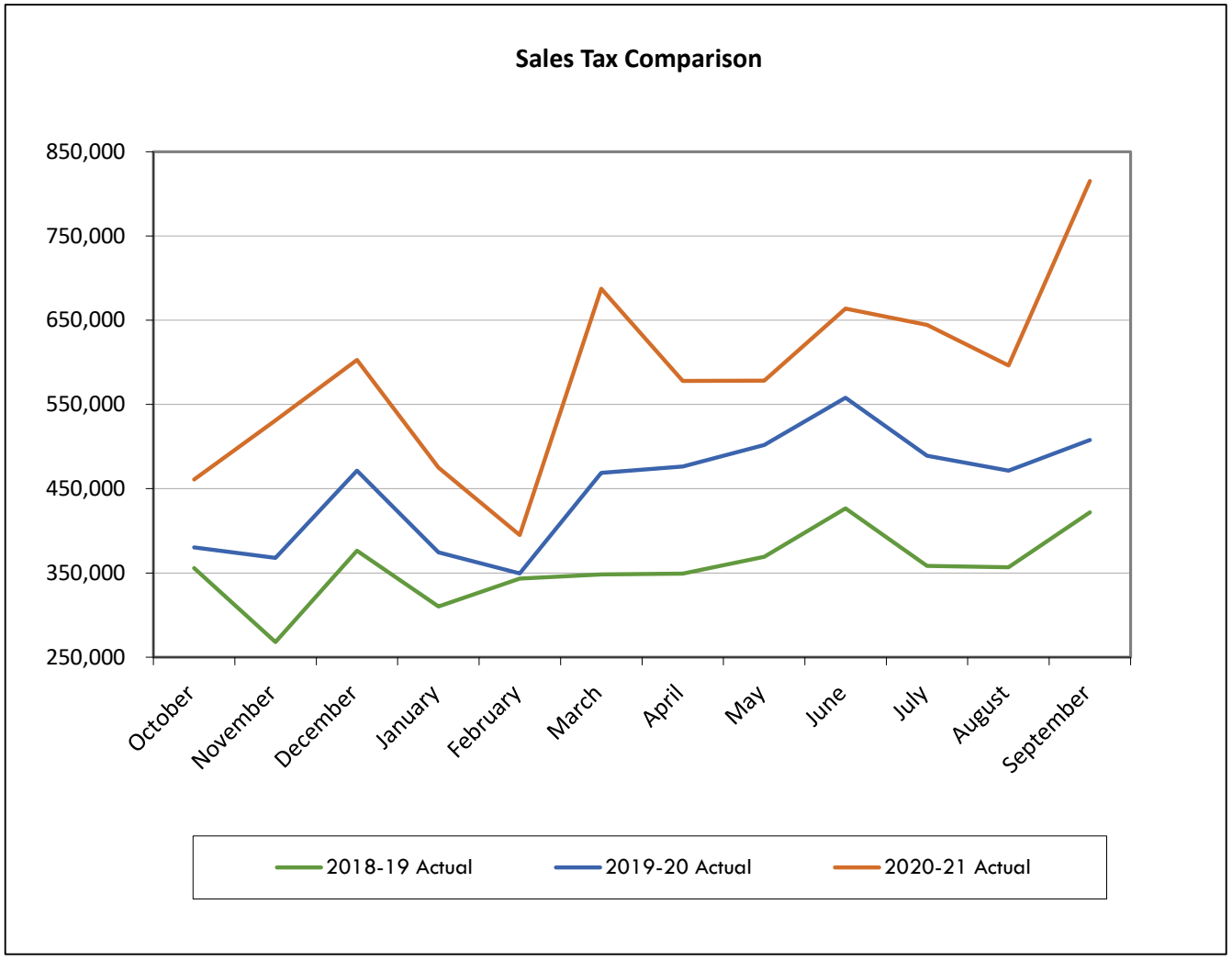
	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
CONSTRUCTION INSPECTION					
PERSONNEL	$ 162,945	$ 6,730	$ 6,730	$ 156,215	4.13%
SUPPLIES	13,500	457	457	13,043	3.38%
MAINTENANCE	750	-	-	750	0.00%
PROFESSIONAL SERVICES	10,247	836	836	9,411	8.16%
GENERAL	6,000	-	-	6,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CONSTRUCTION INSPECTION	$ 193,442	$ 8,023	$ 8,023	$ 185,419	4.15%
STREETS & DRAINAGE					
PERSONNEL	$ 771,115	$ 17,929	$ 17,929	$ 753,186	2.33%
SUPPLIES	68,000	3,277	3,277	64,723	4.82%
MAINTENANCE	130,000	1,430	1,430	128,570	1.10%
PROFESSIONAL SERVICES	434,000	601	601	433,399	0.14%
GENERAL	225,000	-	-	225,000	0.00%
CAPITAL OUTLAY	1,844,075	-	-	1,844,075	0.00%
TOTAL STREETS & DRAINAGE	$ 3,472,190	$ 23,236	$ 23,236	$ 3,448,953	0.67%
POLICE					
PERSONNEL	$ 5,212,894	$ 195,942	$ 195,942	$ 5,016,951	3.76%
SUPPLIES	486,900	20,723	20,723	466,177	4.26%
MAINTENANCE	18,200	4,627	4,627	13,573	25.42%
PROFESSIONAL SERVICES/FEES	273,500	8,389	8,389	265,111	3.07%
GENERAL	114,600	60	60	114,540	0.00%
CAPITAL OUTLAY	360,000	-	-	360,000	0.00%
TOTAL POLICE	$ 6,466,094	$ 229,741	$ 229,741	$ 6,236,352	3.55%
CITY SECRETARY					
PERSONNEL	$ 218,189	$ 8,516	$ 8,516	$ 209,672	3.90%
SUPPLIES	950	-	-	950	0.00%
PROFESSIONAL SERVICES	110,000	13,401	13,401	96,599	12.18%
GENERAL	6,700	595	595	6,105	8.88%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY SECRETARY	$ 335,839	$ 22,512	$ 22,512	$ 313,327	6.70%
COMMUNICATIONS					
PERSONNEL	$ 287,711	$ 9,786	$ 9,786	$ 277,924	3.40%
SUPPLIES	3,200	80	80	3,120	2.51%
PROFESSIONAL SERVICES	119,826	-	-	119,826	0.00%
GENERAL	4,000	129	129	3,871	3.22%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNICATIONS	$ 414,737	$ 9,995	$ 9,995	$ 404,741	2.41%
LIBRARY					
PERSONNEL	$ 182,182	$ 5,556	$ 5,556	$ 176,625	3.05%
SUPPLIES	50,000	3,393	3,393	46,607	6.79%
PROFESSIONAL SERVICES	4,100	2,000	2,000	2,100	48.78%
GENERAL	3,500	300	300	3,200	8.57%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL LIBRARY	$ 239,782	$ 11,249	$ 11,249	$ 228,532	4.69%
COMMUNITY RELATIONS					
PERSONNEL	$ 173,008	$ 6,981	$ 6,981	$ 166,028	4.03%
SUPPLIES	240,900	3,762	3,762	237,138	1.56%
PROFESSIONAL SERVICES	430,500	37,074	37,074	393,426	8.61%
GENERAL	5,000	440	440	4,560	8.80%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNITY RELATIONS	$ 849,408	$ 48,257	$ 48,257	$ 801,151	5.68%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED OCTOBER 31, 2021

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
INFORMATION TECHNOLOGY					
PERSONNEL	$ 243,611	$ 6,741	$ 6,741	$ 236,871	2.77%
SUPPLIES	64,600	2,198	2,198	62,402	3.40%
PROFESSIONAL SERVICES	648,200	81,604	81,604	566,596	12.59%
GENERAL	10,600	175	175	10,425	1.65%
CAPITAL OUTLAY	40,000	-	-	40,000	0.00%
TOTAL INFORMATION TECHNOLOGY	$ 1,007,011	$ 90,718	$ 90,718	$ 916,294	9.01%
PARKS MAINTENANCE					
PERSONNEL	$ 409,996	$ 10,541	$ 10,541	$ 399,455	2.57%
SUPPLIES	9,750	758	758	8,992	7.77%
MAINTENANCE	81,500	99	99	81,401	0.12%
PROFESSIONAL SERVICES	260,000	6,169	6,169	253,831	2.37%
GENERAL	25,000	-	-	25,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PARKS MAINTENANCE	$ 786,246	$ 17,567	$ 17,567	$ 768,679	2.23%
PARKS & RECREATION					
PERSONNEL	$ 91,628	$ 1,556	$ 1,556	$ 90,072	1.70%
SUPPLIES	3,800	95	95	3,705	2.50%
PROFESSIONAL SERVICES	11,500	-	-	11,500	0.00%
GENERAL	20,750	75	75	20,675	0.36%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PARKS & RECREATION	$ 127,678	$ 1,726	$ 1,726	$ 125,952	1.35%
FLEET MAINTENANCE					
PERSONNEL	$ 77,871	$ 3,270	$ 3,270	$ 74,601	4.20%
SUPPLIES	32,450	209	209	32,241	0.65%
MAINTENANCE	130,000	2,807	2,807	127,193	2.16%
PROFESSIONAL SERVICES	5,000	-	-	5,000	0.00%
GENERAL	250	-	-	250	0.00%
CAPITAL OUTLAY	45,000	-	-	45,000	0.00%
TOTAL FLEET MAINTENANCE	$ 290,571	$ 6,286	$ 6,286	$ 284,284	2.16%
FACILITY MAINTENANCE					
PERSONNEL	$ 183,129	$ 4,948	$ 4,948	$ 178,181	2.70%
SUPPLIES	28,950	102	102	28,848	0.35%
MAINTENANCE	600,000	196	196	599,804	0.03%
PROFESSIONAL SERVICES	88,500	-	-	88,500	0.00%
GENERAL	2,000	-	-	2,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FACILITY MAINTENANCE	$ 902,579	$ 5,246	$ 5,246	$ 897,334	0.58%
NON-DEPARTMENTAL					
SUPPLIES	$ 12,000	$ 481	$ 481	$ 11,519	4.01%
MAINTENANCE	-	70,371	70,371	(70,371)	0.00%
PROFESSIONAL SERVICES	350,000	20,559	20,559	329,441	5.87%
GENERAL	255,000	603	603	254,397	0.24%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL NON-DEPARTMENTAL	$ 617,000	$ 92,015	$ 92,015	$ 524,985	14.91%
TOTAL EXPENDITURES	$ 21,324,499	$ 748,869	$ 748,869	$ 20,575,630	3.51%

CITY ONLY Monthly Sales Tax Revenue

Month	FY Accrual Month	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Estimate	2021-22 Actual
December	October	355,906	380,217	460,839	440,696	-
January	November	268,005	368,031	531,091	426,572	-
February	December	376,485	471,312	602,713	546,281	-
March	January	310,216	374,496	475,083	434,064	-
April	February	343,422	349,480	395,000	405,070	-
May	March	348,258	468,816	687,438	543,387	-
June	April	349,284	476,524	578,119	552,322	-
July	May	369,062	501,930	578,444	581,769	-
August	June	426,662	558,000	663,684	646,758	-
September	July	358,298	489,116	644,647	566,917	-
October	August	356,908	471,586	596,256	546,598	-
November	September	422,002	507,797	815,296	588,569	-
% M-T-D Change		19.5%	20.7%	26.9%	**6,279,002**	**-**



CITY OF HUTTO
SPECIAL REVENUE FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED OCTOBER 31, 2021

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
HOTEL TAX FUND					
REVENUES	$ 175,000	$ 10,170	$ 10,170	$ (164,830)	5.81%
EXPENDITURES	175,000	-	-	175,000	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	$ -	$ 10,170	$ 10,170	$ 10,169.72	
PEG CAPITAL FUND					
REVENUES	$ 70,000	$ -	$ -	$ (70,000)	0.00%
EXPENDITURES	45,000	-	-	45,000	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	$ 25,000	$ -	$ -	$ (25,000)	
PARK IMPROVEMENT FUND					
REVENUES	$ 251,500	$ -	$ -	$ (251,500)	0.00%
EXPENDITURES	-	-	-	-	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	$ 251,500	$ -	$ -	$ (251,500)	
COMMUNITY DEVELOPMENT CORPORATION					
REVENUES	$ 2,307,651	$ 368,778	$ 368,778	$ (1,938,873)	15.98%
EXPENDITURES	2,644,086	335,188	335,188	2,308,898	12.68%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	$ (336,435)	$ 33,590	$ 33,590	$ (4,247,771)	

CITY OF HUTTO

UTILITY FUND

STATEMENT OF REVENUES & EXPENSES

FOR THE MONTH ENDED OCTOBER 31, 2021

	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES					
CHARGES FOR SERVICES	$ 13,480,000	$ 1,412,873	$ 1,412,873	$ (12,067,127)	10.48%
FEES	131,000	26,955	26,955	(104,045)	20.58%
OTHER REVENUES	15,000	1,750	1,750	(13,250)	11.67%
INTEREST	100	-	-	(100)	0.00%
SUB - TOTAL	$ 13,626,100	$ 1,441,578	$ 1,441,578	$ (12,184,522)	10.58%
TRANSFER FROM OTHER FUNDS	-	-	-	-	0.00%
FUND BALANCE	-	-	-	-	0.00%
TOTAL REVENUES	$ 13,626,100	$ 1,441,578	$ 1,441,578	$ (12,184,522)	10.58%
EXPENSES					
UTILITY BILLING					
PERSONNEL	$ 413,422	$ 10,240	$ 10,240	$ 403,182	2.48%
SUPPLIES	132,350	393	393	131,957	0.30%
MAINTENANCE	2,000	-	-	2,000	0.00%
PROFESSIONAL SERVICES	63,000	-	-	63,000	0.00%
GENERAL	322,000	110	110	321,890	0.03%
CAPITAL OUTLAY	60,000	-	-	60,000	0.00%
TOTAL UTILITY BILLING	$ 992,772	$ 10,743	$ 10,743	$ 982,029	1.08%
PUBLIC WORKS ADMIN					
PERSONNEL	$ 526,481	$ 2,442	$ 2,442	$ 524,039	0.46%
SUPPLIES	10,500	-	-	10,500	0.00%
PROFESSIONAL SERVICES	-	-	-	-	0.00%
GENERAL	1,600	-	-	1,600	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PUBLIC WORKS ADMIN	$ 538,581	$ 2,442	$ 2,442	$ 536,139	0.45%
UTILITY OPERATIONS					
PERSONNEL	$ 833,710	$ 36,288	$ 36,288	$ 797,422	4.35%
SUPPLIES	212,250	9,907	9,907	202,343	4.67%
MAINTENANCE	468,000	18,122	18,122	449,878	3.87%
PROFESSIONAL SERVICES	3,397,500	204,257	204,257	3,193,243	6.01%
GENERAL	394,500	30,420	30,420	364,080	7.71%
CAPITAL OUTLAY	275,000	-	-	275,000	0.00%
TOTAL UTILITY OPERATIONS	$ 5,580,960	$ 298,994	$ 298,994	$ 5,281,966	5.36%
NON-DEPARTMENTAL					
PROFESSIONAL SERVICES	$ 75,000	$ -	$ -	$ 75,000	0.00%
GENERAL	110,000	-	-	110,000	0.00%
TRANSFERS TO OTHER FUNDS	6,209,675	-	-	6,209,675	0.00%
TOTAL NON-DEPARTMENTAL	$ 6,394,675	$ -	$ -	$ 6,394,675	0.00%
TOTAL EXPENSES	$ 13,506,987	$ 312,178	$ 312,178	$ 13,194,809	2.31%
NET CHANGE IN FUND BALANCE	**$ 119,113**	**$ 1,129,399**	**$ 1,129,399**	**$ (1,010,287)**	

CITY OF HUTTO
UTILITY FUNDS
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH ENDED OCTOBER 31, 2021

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
UTILITY IMPACT FEES FUND					
REVENUES	$ 3,800,000	$ 846,505	$ 846,505	$ (2,953,495)	22.28%
EXPENSES	1,500,000	-	-	1,500,000	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	$ 2,300,000	$ 846,505	$ 846,505	$ (1,453,495)	
UTILITY CIP FUND					
REVENUES	$ 50,000	$ -	$ -	$ (50,000)	0.00%
EXPENSES	5,805,192	-	-	5,805,192	0.00%
BUDGETED FUND BALANCE	5,755,192	-	-	(5,755,192)	
NET CHANGE	$ -	$ -	$ -	$ -	
SOLID WASTE FUND					
REVENUES	$ 2,000,000	$ 240,921	$ 240,921	$ (1,759,079)	12.05%
EXPENSES	2,000,000			2,000,000	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	$ -	$ 240,921	$ 240,921	$ 240,921	

INVESTMENT PORTFOLIO REPORT

For the Month Ended

October 31, 2021

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.

Angie Rios

Chief Financial Officer

Finance Manager

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:

Asset Type	September 30, 2021 Book Value	September 30, 2021 Market Value	October 31, 2021 Book Value	October 31, 2021 Market Value	Ave. Yield
Bank Deposits	$ 4,754,658	$ 4,754,658	$ 6,361,114	$ 6,361,114	0.00%
MMF Sweep/MMA	1,873,174	1,873,174	1,873,214	1,873,214	0.03%
LGIPs	40,742,891	40,742,891	40,890,087	40,890,087	0.01%
Totals	**$ 47,370,723**	**$ 47,370,723**	**$ 49,124,415**	**$ 49,124,415**	

Average Yield - Current Month (1)	
Total Portfolio	0.01%
Rolling Three Month Treasury	0.05%
Rolling Six Month Treasury	0.05%

Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	0.01%
Rolling Three Month Treasury	0.05%
Rolling Six Month Treasury	0.05%
TexPool	0.04%

Interest Earnings		
Monthly Interest Income	$ 517	Approximate
Year-to-date Interest Income	$ 517	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.

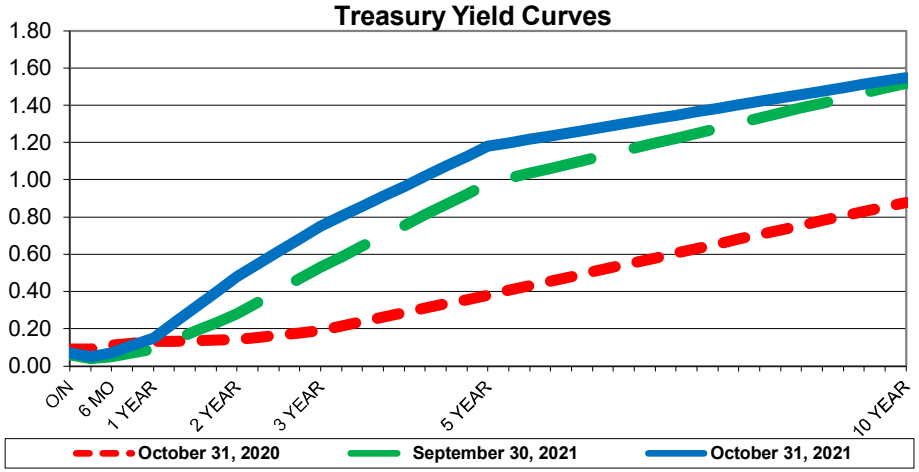
(2) Fiscal Year-to-Date Average Yields calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

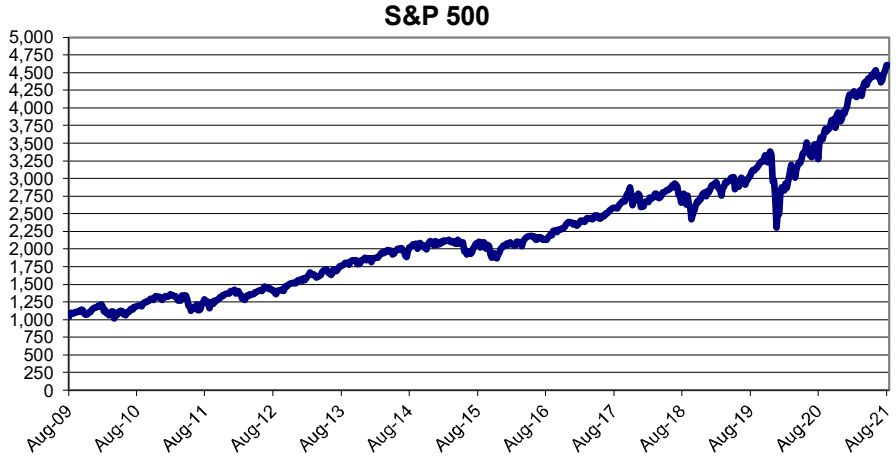
Note: Portfolio values within this report prior to January 1, 2019 were obtained from previous monthly reports prepared on behalf of the City and were not checked for accuracy or completeness.

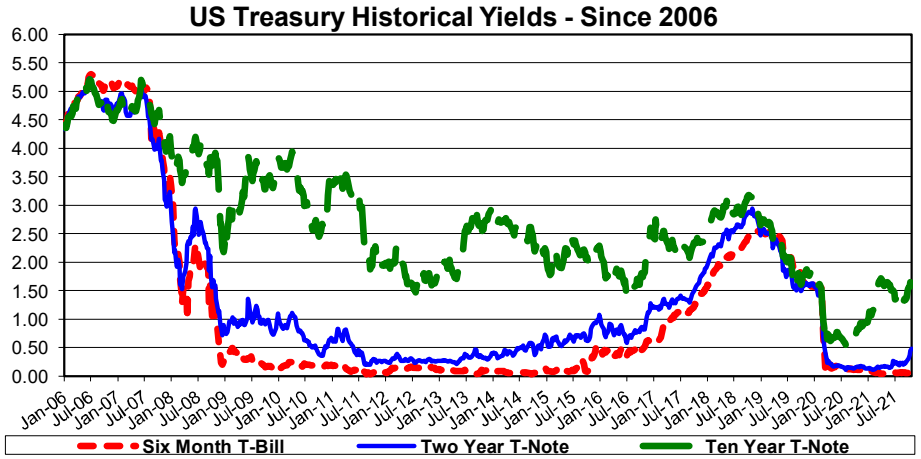
Economic Overview

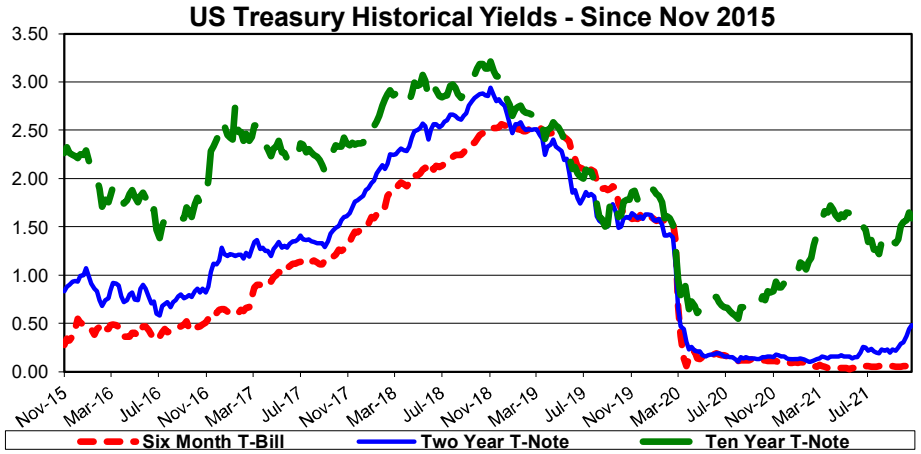
10/31/2021

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%). Projections for target range increases vary from mid-2022 to early 2023. Monthly government security purchases may begin tapering as early as Nov 2021. Third Quarter GDP dropped to +2.0% (First Estimate). Employment growth seems stalled with employers offering new incentives. September Non-Farm Payroll only added 194k net new jobs. Crude oil hovers at +/-$85 per barrel, with energy costs rising worldwide. The Stock Markets reached new highs. Most domestic economic indicators remain positive but less robust. The Biden administration and Congress continue to negotiate infrastructure and social enhancement packages. The Debt Ceiling was extended to December. Inflation remained over the FOMC 2+% target and may not be as temporary as initially projected. The Yield Curve "bulged" from eighteen months to five years.









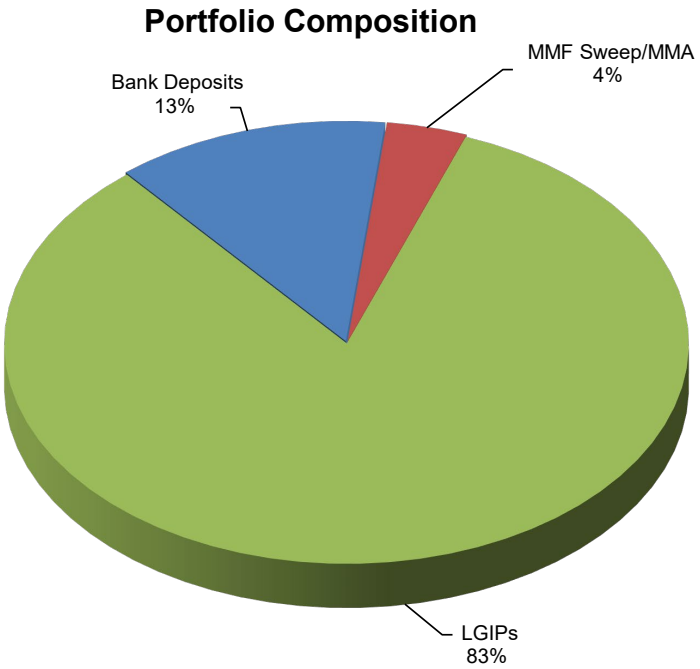
Investment Holdings

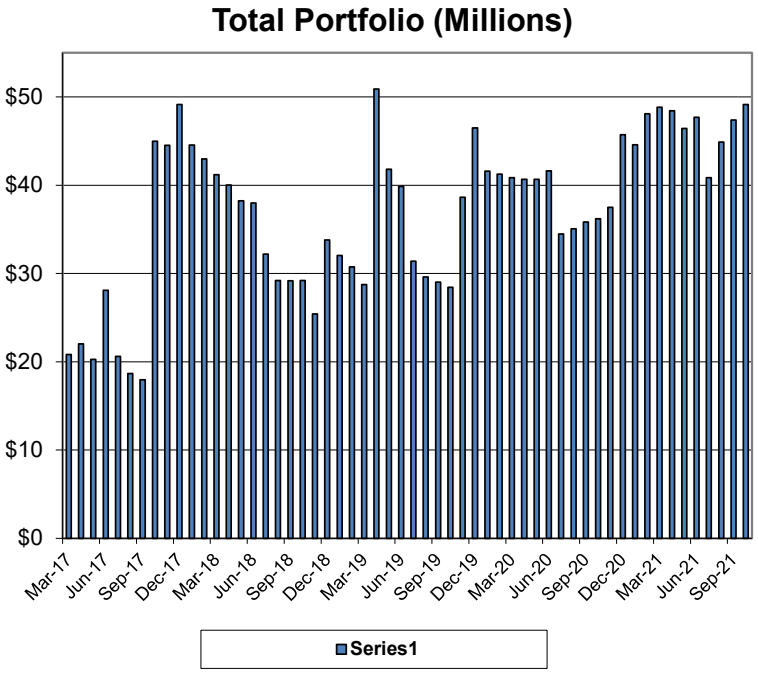
October 31, 2021

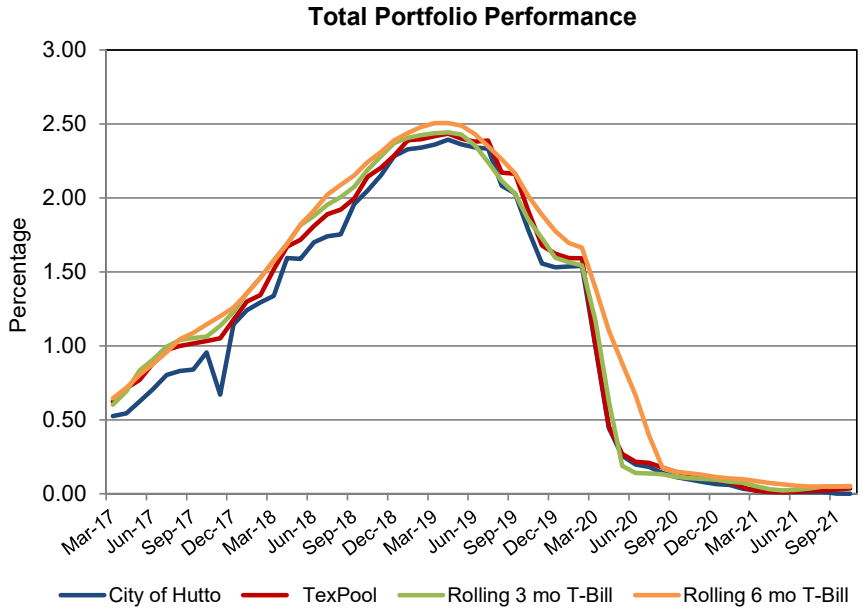
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank		0.00%	11/01/21	10/31/21	$ 6,154,802	$ 6,154,802	1.00	$ 6,154,802	1	0.00%
Bancorp South		0.10%	11/01/21	10/31/21	206,313	206,313	1.00	206,313	1	0.10%
Bank of Texas MMF		0.03%	11/01/21	10/31/21	1,873,214	1,873,214	1.00	1,873,214	1	0.03%
TexPool	AAAm	0.03%	11/01/21	10/31/21	5,409,830	5,409,830	1.00	5,409,830	1	0.03%
TexSTAR	AAAm	0.01%	11/01/21	10/31/21	35,480,256	35,480,256	1.00	35,480,256	1	0.01%
					$ 49,124,415	**$ 49,124,415**		**$ 49,124,415**	**1**	**0.01%**
									(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
MMF Sweep/MMA
4%
Bank Deposits
13%
LGIPs
83%


Total Portfolio (Millions)
$50
$40
$30
$20
$10
$0
Mar-17
Jun-17
Sep-17
Dec-17
Mar-18
Jun-18
Sep-18
Dec-18
Mar-19
Jun-19
Sep-19
Dec-19
Mar-20
Jun-20
Sep-20
Dec-20
Mar-21
Jun-21
Sep-21
Series1


Total Portfolio Performance
Percentage
3.00
2.50
2.00
1.50
1.00
0.50
0.00
Mar-17
Jun-17
Sep-17
Dec-17
Mar-18
Jun-18
Sep-18
Dec-18
Mar-19
Jun-19
Sep-19
Dec-19
Mar-20
Jun-20
Sep-20
Dec-20
Mar-21
Jun-21
Sep-21
City of Hutto
TexPool
Rolling 3 mo T-Bill
Rolling 6 mo T-Bill

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/21	Increases	Decreases	Book Value 10/31/21	Market Value 09/30/21	Change in Market Value	Market Value 10/31/21
Wells Fargo Bank	0.00%	11/01/21	$ 4,548,363	$ 1,606,439	$ –	$ 6,154,802	$ 4,548,363	$ 1,606,439	$ 6,154,802
Bancorp South	0.10%	11/01/21	206,295	18	–	206,313	206,295	18	206,313
Bank of Texas MMF	0.03%	11/01/21	1,873,174	40	–	1,873,214	1,873,174	40	1,873,214
TexPool	0.03%	11/01/21	5,234,264	175,566	–	5,409,830	5,234,264	175,566	5,409,830
TexSTAR	0.01%	11/01/21	35,508,627	–	(28,371)	35,480,256	35,508,627	(28,371)	35,480,256
TOTAL / AVERAGE	**0.01%**		**$ 47,370,723**	**$ 1,782,063**	**$ (28,371)**	**$ 49,124,415**	**$ 47,370,723**	**$ 1,753,692**	**$ 49,124,415**

Fund Allocation - Book & Market Value
October 31, 2021

	Total	Operating Funds	Debt Service	Capital Projects	Grant Funds	2014 TWDB
Wells Fargo Bank	$ 6,154,802	$ 6,154,802				
Bancorp South	206,313	206,313				
Bank of Texas MMF	1,873,214					1,873,214
TexPool	5,409,830	5,409,830				
TexSTAR	35,480,256	5,588,378	1,090,807	25,338,571	3,462,501	
Total	**$ 49,124,415**	**$ 17,359,323**	**$ 1,090,807**	**$ 25,338,571**	**$ 3,462,501**	**$ 1,873,214**

Fund Allocation - Book & Market Value
September 30, 2021

	Total	Operating Funds	Debt Service	Capital Projects	Grant Funds
Wells Fargo Bank	$ 4,548,363	$ 4,548,363			
Bancorp South	$ 206,295	206,295			
Bank of Texas MMF	$ 1,873,174				
TexPool	$ 5,234,264	5,234,264			
TexSTAR	$ 35,508,627	5,617,002	1,090,798	25,338,356	3,462,471
Total	**$ 47,370,723**	**$ 13,110,849**	**$ 1,090,789**	**$ 25,338,147**	**$ 3,462,443**

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action regarding Chamber of Commerce membership dues. (MPT Rose)
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. City of Hutto-Membership renewal
2. Member Benefits-Effective Sept 1 2021 -1

Hutto Area Chamber of Commerce
PO Box 99
Hutto, TX 78634
(512) 759-4400 | fax:
Sonia@huttochamber.com

Invoice

Invoice Date: 11/1/2021
Invoice Number: 11557
Account ID:

City of Hutto
Kristi Robich
City of Hutto
500 W. Live Oak St.
Hutto, TX 78634

Terms	Due Date
Net 30	12/1/2021

Description	Quantity	Rate	Amount
Membership Dues Prosper Level	1	$2,500.00	$2,500.00
		Subtotal:	**$2,500.00**
		Tax:	**$0.00**
		Total:	**$2,500.00**
		Payment/Credit Applied:	**$0.00**
		Balance:	**$2,500.00**

HUTTO AREA CHAMBER OF COMMERCE

MEMBERSHIP INVESTMENT LEVELS

	PROSPER $2,500	IGNITE $1,200	SPARK $550	ENGAGE $300 NON-PROFIT $225
MEMBERSHIP CERTIFICATE AND WINDOW DECAL	•	•	•	•
RIBBON CUTTING/ GRAND OPENING CELEBRATION	•	•	•	•
HIGHLIGHTED AS NEW MEMBER	•	•	•	•
BUSINESS LISTING IN DIRECTORY	•	•	•	•
DIRECT REFERRALS FROM THE CHAMBER	•	•	•	•
INVITATIONS TO NETWORKING EVENTS	•	•	•	•
MEMBERSHIP PRICING FOR CHAMBER EVENTS	•	•	•	•
JOB POSTINGS ON WEBSITE	•	•	•	•
BOOTH AT NON-PROFIT EXPO (NON-PROFITS ONLY)	•	•	•	•
INCREASED VISIBILITY FOR RELOCATION AND TOURISM	•	•	•	•
SOCIAL MEDIA SHARES PER YEAR BY REQUEST (NON POLITICAL)	UNLIMITED	10 PER YEAR	5 PER YEAR	3 PER YEAR
FREE CERTIFICATE OF ORIGIN UPON REQUEST	•	•	•	•
ACCESS TO NOTARY SERVICES AT NO CHARGE	•	•	•	•
FREE USE OF CHAMBER CONFERENCE ROOM (BY REQUEST)	•	•	•	•
MONTHLY PAYMENT PLAN AVAILABLE BY REQUEST	•	•	•	•
1 COPY OF MAILING LIST PER YEAR ($100 VALUE)	•	•	•	
1 FREE BOOTH AT EVENT OF YOUR CHOICE (CRAWFISH, OTD, BUSINESS EXPO)			•	
FREE BOOTH AT ALL CHAMBER EVENTS (CRAWFISH, OTD, BUSINESS EXPO)	•	•		
EXCLUSIVE E-BLAST PER YEAR	4 PER YEAR	3 PER YEAR	2 PER YEAR	
FREE LUNCHEON FORUM TICKET PER MONTH ($360 VALUE)	2 PER MONTH	2 PER MONTH	1 PER MONTH	
PROMINENT BANNER AD ON CHAMBER WEBSITE		•		
PROMINENT FEATURE LOGO ON CHAMBER WEBSITE	•			
DISCOUNT ON 1 SPONSORSHIP	15% DISCOUNT	10% DISCOUNT		
1 SEAT TO LEAD HUTTO	FREE	50% DISCOUNT		
1 FREE ADDITIONAL RIBBON CUTTING/ANNIVERSARY	•			
1 FREE TEAM ENTRY TO ANNUAL GOLF TOURNAMENT	•			
FIRST RIGHT TO REFUSAL FOR SPONSORSHIP AT ALL EVENTS	•			
1 FREE SPONSORSHIP WITH INFO BOOTH AT MONTHLY LUNCHEON	•			

A-LA-CARTE

*COPY OF MAILING LIST- $100
*EXCLUSIVE E-BLAST- $50
*CERTIFICATE OF ORIGIN- $50
*LUNCHEON SPONSORSHIP WITH INFO BOOTH -$250
*ADDITIONAL RIBBON CUTTING/ ANNIVERSARY CELEBRATION-$150
*ADDITIONAL SOCIAL MEDIA SHARE- $10

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on a survey of the residents of Hutto. (Councilmember Kinsey)
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto Survey DRAFT 2018_TL_FINAL
2. Hutto Survey 2018 Report

City of Hutto 2018 Resident Survey

This survey is being conducted by Texas State University on behalf of the City of Hutto. Your address has been randomly selected to receive this survey. Your responses are completely confidential and there are no risks associated with your participation. The survey will take approximately 20 minutes to complete. The information you provide will be stored electronically and in a file cabinet for three years. While participation is optional, your feedback is extremely important to the City for planning and decision-making purposes. Surveys may be mailed back to the **Center for Research, Public Policy and Training; Texas State University, UAC 355; 601 University Dr., San Marcos, TX 78666** or completed online by using the link provided below. The online code is used to ensure that survey results are not duplicated. Thank you in advance for your time. Please contact Dr. Thomas Longoria tl28@txstate.edu with questions. **EN ESPAÑOL:** ***Por una versión de este encuesta en español, mande un correo electrónico a tl28@txstate.edu o llama 512-245-3256.*** If you have any concerns about this survey, contact Dr. Denise Gobert Texas State Institutional Review Board (IRB) Chair at 512-245-8351 or dgobert@txstate.edu or Monica Gonzales at meg201@txstate.edu

Please return this survey by May 30, 2018.
To complete online visit ***website link pending*** and enter online code:

Please bubble in the response that best represents your opinion for each of the following items. Feel free to select "N/A" if you don't know, have no opinion or if the question does not apply.

1. Please rate the following elements of ***quality of life***.

	Excellent	Good	Fair	Poor	N/A
The city as a place to live	○	○	○	○	○
Your neighborhood	○	○	○	○	○
A place to raise children	○	○	○	○	○
A place to work	○	○	○	○	○
A place to retire	○	○	○	○	○
Overall quality of life	○	○	○	○	○

2. Please rate the following characteristics of ***development*** in Hutto.

	Excellent	Good	Fair	Poor	N/A
Quality of businesses and service establishments	○	○	○	○	○
Employment opportunities	○	○	○	○	○
Housing opportunities	○	○	○	○	○

3. Please rate the following aspects of ***mobility*** *in Hutto*.

	Excellent	Good	Fair	Poor	N/A
Availability of paths and walking trails	○	○	○	○	○
Ease of bicycle travel	○	○	○	○	○
Ease of walking	○	○	○	○	○
Traffic flow on major streets	○	○	○	○	○
Amount of public parking	○	○	○	○	○

4. What do you think about the ***pace of growth*** in Hutto? Please rate, where **1** is ***much too slow*** and **5** is ***much too fast*** and **3** is ***just the right pace***.

	1	2	3	4	5	N/A
Population growth	○	○	○	○	○	○
Jobs growth	○	○	○	○	○	○
Retail growth	○	○	○	○	○	○
Overall business growth	○	○	○	○	○	○

5. Please rate the quality of each of the following **protective services** in Hutto.

	Excellent	Good	Fair	Poor	N/A
Police services	○	○	○	○	○
Fire services	○	○	○	○	○
Ambulance/ Emergency services	○	○	○	○	○
Municipal courts	○	○	○	○	○
Traffic enforcement	○	○	○	○	○
Code enforcement	○	○	○	○	○
Animal control	○	○	○	○	○
Emergency preparedness	○	○	○	○	○

6. Please rate the quality of each of the following **city services** in Hutto.

	Excellent	Good	Fair	Poor	N/A
Street repair	○	○	○	○	○
Street cleaning	○	○	○	○	○
Street lighting	○	○	○	○	○
Sidewalk/Trail maintenance	○	○	○	○	○
Garbage collection	○	○	○	○	○
Recycling	○	○	○	○	○
Yard waste pickup	○	○	○	○	○
Storm drainage	○	○	○	○	○
Sewer services	○	○	○	○	○
Traffic signal timing	○	○	○	○	○
Permitting & inspection	○	○	○	○	○

Other comments about City services.

7. In your opinion, what are your top three priorities for the City of Hutto?

1. _____

2. _____

3. _____

8. Please rate the quality of each of the following **community services** in Hutto.

	Excellent	Good	Fair	Poor	N/A
City parks	○	○	○	○	○
Recreation programs	○	○	○	○	○
Services to seniors	○	○	○	○	○
Services to youth	○	○	○	○	○
Public library	○	○	○	○	○
Downtown/commun-ity events	○	○	○	○	○
City beautification	○	○	○	○	○
Educational opportunities	○	○	○	○	○

9. In the previous 12 months, how many times have you or members of your family used the following services?

	Never	1 - 2 times	3 - 12 times	13 - 26 times	More than 26 times
City library	○	○	○	○	○
Recreation program/activity	○	○	○	○	○
Services to youth	○	○	○	○	○
Visited the City website	○	○	○	○	○
Ridden a local bus	○	○	○	○	○
Visited a City park	○	○	○	○	○

10. In the previous 12 months, how often did you receive news about the City of Hutto from the following sources?

	Never	Rarely	Some-times	Often	Very Often
Huttotx.gov (City website)	○	○	○	○	○
Hutto Today (Utility bill newsletter)	○	○	○	○	○
City Social Media (Facebook, twitter)	○	○	○	○	○
Community Impact	○	○	○	○	○
Local TV Stations	○	○	○	○	○

Other Media Source(s):

Please answer the following questions about safety in Hutto:

11. How often do you usually see police officers on your street or in your neighborhood? (Check one)

Less than once a week	Once or twice a week	Every other day	Once a day	Several times a day
○	○	○	○	○

12. Are officers spending enough time on important neighborhood issues or problems?

Yes ○ **No** ○ **Don't Know** ○

13. How often do the police in your area of the community speak to you?

Never	Seldom	Sometimes	Often	Very Often
○	○	○	○	○

14. How would you rate the police in Hutto?

	Excellent	Good	Fair	Poor	N/A
Responding to calls for help	○	○	○	○	○
Friendliness of police	○	○	○	○	○
Fairness in dealing with people	○	○	○	○	○
Competence of employees	○	○	○	○	○
Visibility in neighborhoods	○	○	○	○	○
Visibility on major roads	○	○	○	○	○
Visibility at schools	○	○	○	○	○
Overall performance	○	○	○	○	○

Now we would like to ask you some questions about your satisfaction with contact with city employees.

15. Have you had any in-person, phone, email or social media contact with any employee of the City of Hutto within the last 12 months?

Yes ○ **No** ○

16. If you answered yes to #15, what was your impression of the employee(s) of the City in your most recent contact? (Please write the name of the department and rate below).

Department contacted:_____

	Excellent	Good	Fair	Poor	N/A
Overall impression	○	○	○	○	○

17. If the City of Hutto were to hold a bond election, please *rate* how important you feel it would be to fund each of the following project types, where ***1*** is **not important *at all*** and ***5*** is ***extremely important*.**

	1	**2**	**3**	**4**	**5**
Athletic Sports Fields	○	○	○	○	○
Recreation / Community Center	○	○	○	○	○
Roadway Improvements	○	○	○	○	○
Sidewalks and Trails	○	○	○	○	○
Other priorities:					

18. What would you prefer to see more of in our City parks where ***1*** is **not important *at all*** and ***5*** is ***extremely important*.**

	1	**2**	**3**	**4**	**5**
Open/passive park space	○	○	○	○	○
Covered/shaded areas	○	○	○	○	○
Sports fields	○	○	○	○	○
Water features	○	○	○	○	○
Skate park	○	○	○	○	○
Sidewalks and Trails for walking/biking	○	○	○	○	○
Playgrounds	○	○	○	○	○
Picnic tables	○	○	○	○	○
Other preferences:					

19. Please rank the following names for Hutto's newly acquired park on Brushy Creek in the order of your preference, where ***1*** is **your least favorite name** and ***4*** is ***your most favorite name***.

Name	**Rank**
William Gatlin Park	
The Cliffs at Brushy Creek	
Shiloh Cliff Park	
Shiloh Park	

Now we would like to ask you some questions about you and your household. Remember that your responses are completely confidential and anonymous.

20. How many years have you lived in Hutto?

Less than 2 years ○ 2-5 years ○ 6-10 years ○ 11-20 years ○ More than 20 years ○

21. Which of the following best describes the building you live in?

Single-family home (detached) ○ Duplex or townhome ○ Apartment or condo building ○ Mobile home ○ Other ○

22. Do you own or rent?

Own ○ Rent ○ Other Arrangement ○

23. What is the nearest ***neighborhood intersection*** near your home? (e.g., 1st **and** Main)

_____ **and** _____

24. What is your gender?

Male ○ Female ○ Other ○

25. Which of the following options best describes your age category?

18-24 ○ 25-34 ○ 35-44 ○ 45-54 ○ 55-64 ○ 65-74 ○ 75 years or older ○

26. What is your employment status?

Full Time Employee ○ Unemployed ○ Retired ○ Student ○ Part Time Employee ○

27. Are you of Hispanic or Latino origin?

Yes ○ No ○

28. What is your race or ethnicity?

White ○ Black or African American ○ Asian, Asian Indian, Pacific Islander ○ American Indian or Alaskan Native ○ Other ○

29. What is your household income?

Less than $25,000	$25,001 to $50,000	$50,001 to $75,000	$75,001 to $100,000	$100,001 to $150,000	Over $150,001
○	○	○	○	○	○

30. How many adults (18 or older) live in your household? _____

31. How many children (younger than 18) live in your household? _____

32. Anything else you want us to know? _____

_____

_____

_____

Thank you for participating in our survey! The City of Hutto values your opinions.

City of Hutto 2018 Community Survey

Thomas Longoria, Ph.D.

Professor and Director

Center for Public Policy, Research, and Training

Texas State University

Executive Summary

About the Survey

The questionnaire was mailed to a random sample of 2,000 households in May of 2018. The response rate for the random sample survey was 15 percent. Based on the response rate we can be 95% certain that the results for the questions reflect the views of Hutto households with a margin of error of +/- 5. In addition, a link to an open survey was also made available to the public. Because the demographics of the randomly selected homes and the online participants were statistically similar, they were merged for this report.

The survey is generally representative of households in Hutto when the demographics of the survey respondents are compared to 2018 American Community Survey Data from the US Census. For example, in 2018, and estimated 23% of occupied housing units in Hutto have a Hispanic head of household according to the US Census and 18.3% of the survey respondents indicated that they were of Hispanic origin. There are two exceptions. The estimated percentage of renter-occupied housing in Hutto is 12.6% compared to 6.6% of the respondents indicated that they rent. According to the US Census, 5.9% of Hutto residents are 65 years old or older compared to 14.8 percent of the respondents. The survey results were statistically weighted to determine if these differences influenced the findings, they did not. In addition, when survey responses were examined by age and home ownership, few differences were found.

It is important to note that the responses reflect respondent perceptions. These perceptions should not be mistaken for objective "reality." Perceptions are formed in the context of expectations that people have for the quality of public services in Hutto. For example, waiting three minutes to get through an intersection may be perceived to be an excessive amount of time by people expecting small town traffic. The same three minutes may not be noticed by people expecting rush hour traffic for a growing community in a booming metro area.

Three contrasts are presented in the report below to provide additional insights including:

- Contrast #1: Comparison to a benchmarks
- Contrast #2: Comparison to the prior survey
- Contrast #3: Comparison across demographic categories

The major findings from these contracts are included in this executive summary.

Contrast #1: Comparison to Benchmarks

Greater than 75 percent of respondents who indicate that the service is good or excellent can be said to meet or exceed benchmark for quality provision. With a 5 percent margin of error, 75 percent is potentially 80 percent. Greater than 60 percent and less than 74 percent can be said to be approaching benchmark. Based on these criteria, Hutto met or exceeded benchmark for quality provision in 12 of 37 indicators. Hutto approached benchmark in 13 of the 25 remaining indicators. In other words, Hutto exceeds or approaches benchmarks for quality provision in 25 of 37 indicators. Areas for improvement identified in the survey include: (1) Jobs/Employment; (2) Traffic/Parking; (3) Streets/Sidewalks; (4) Recreation/Youth/Senior Programs.

Contrast #2: Changes Over Time

There have been some changes in the percentage of respondents who say that the city is doing a good or excellent job. Given the margin of error, only changes greater than 5% are considered.

In six cases, there were improvements of more than five percent when 2018 results are contrasted with 2016 results. Improvements were observed in the quality of businesses and services and employment. Improvements were also found for parks and community events. In other words, there is some evidence for improvement in the local business area as well as in some parks and recreation indicators.

In seven cases, there were decreases in the percent who rated the service area good or excellent. These changes do not suggest a clear pattern as they range from housing opportunities, traffic enforcement, educational opportunities, and sewer services. A decrease of 15% in the percent who indicated city emergency planning was good or excellent may reflect experiences with flooding events.

Contrast #3: Comparisons Across Demographic Categories

Differences in responses were examined for seven different demographic categories including: income, age, race, gender, home ownership, children in the home, number of years living in Hutto. In general, there are few statistically significant differences in the views of Hutto residents when they are divided into different demographic categories. Forty statistically significant differences were found out of 259 statistical tests (37 indicators * 7 demographic categories).

The full results are presented in the report below. Highlights include:

- Women rating downtown events, animal control, and library services higher than men
- People who lived in Hutto less than 10 years are more satisfied with streets, sidewalks, and drainage
- Households with incomes less than $75,000 are more satisfied with quality of life
- Residents over age 65 are more satisfied with Hutto as a place to retire
- Non-white residents are more satisfied with quality of life in their neighborhood and less satisfied with police compared to white residents
- Households with children in the home were less satisfied with the library and youth programs
- Renters were less satisfied than homeowners with housing opportunities

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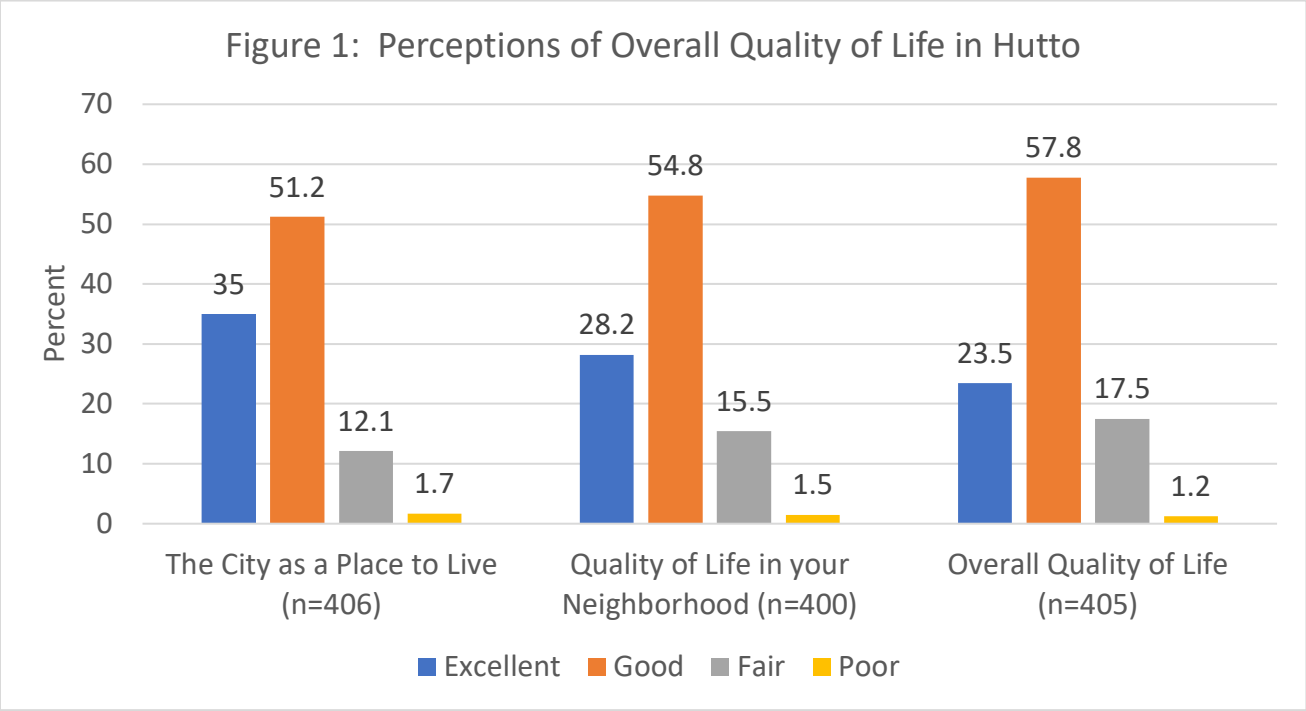
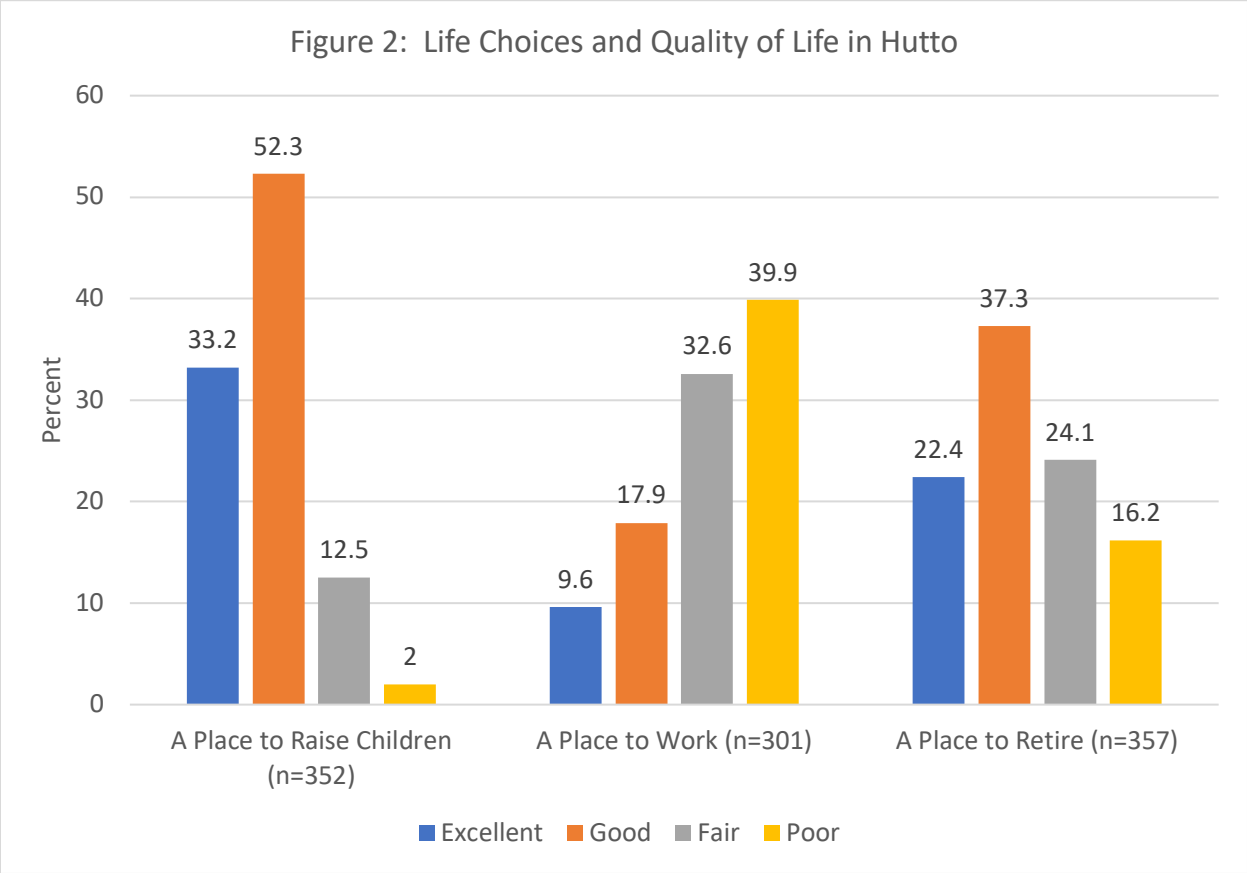
Overall Quality of Life

81 percent of respondents rated the overall quality of life in Hutto as good or excellent. This exceeds commonly accepted benchmarks for similar questions.



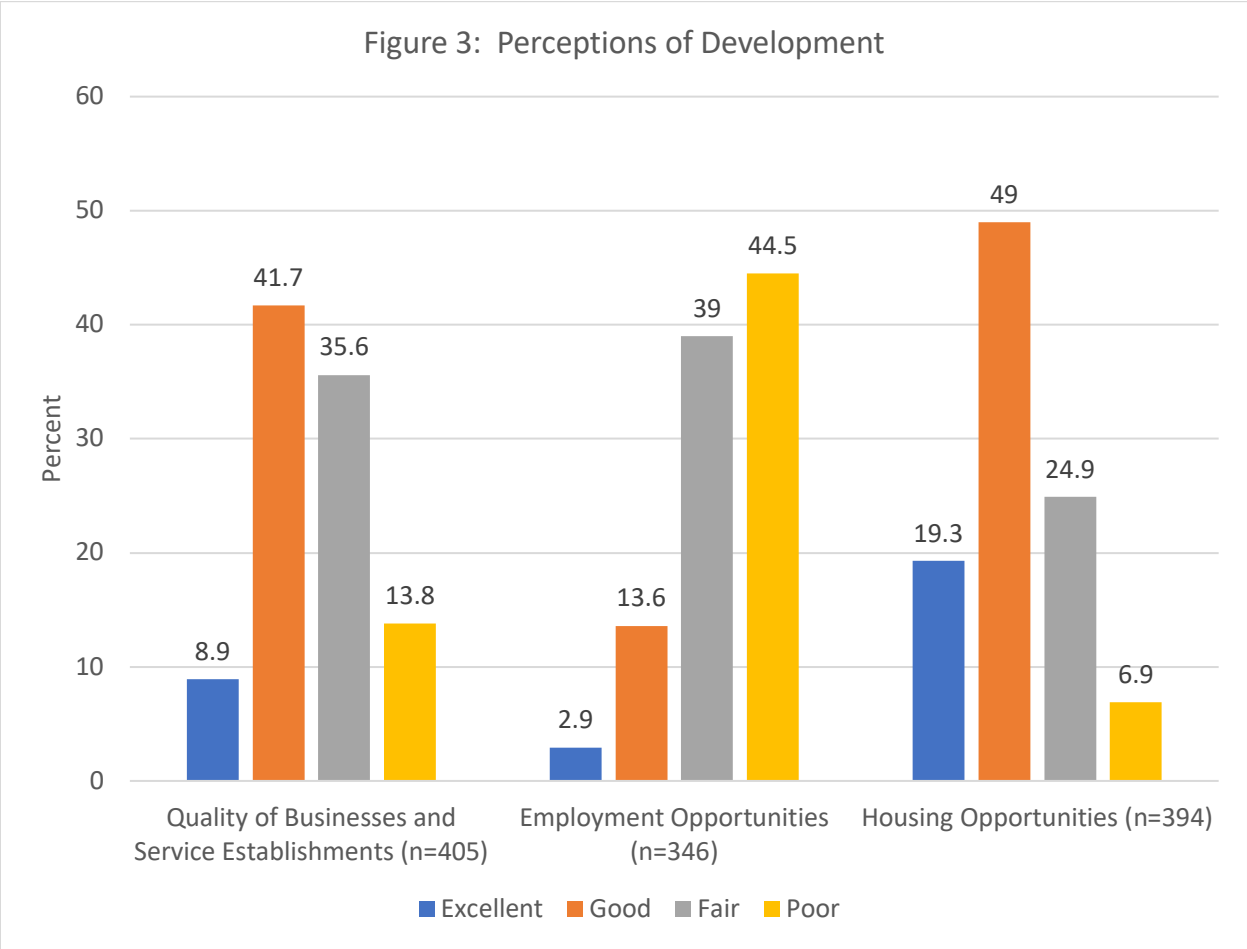
Life Choices and Quality of Life in Hutto

While 86 percent of respondents see Hutto as a good or excellent place to raise children, only 28 percent see Hutto as a good or excellent place to work. Increased population growth will increase demands for employment opportunities for spouses and teens.



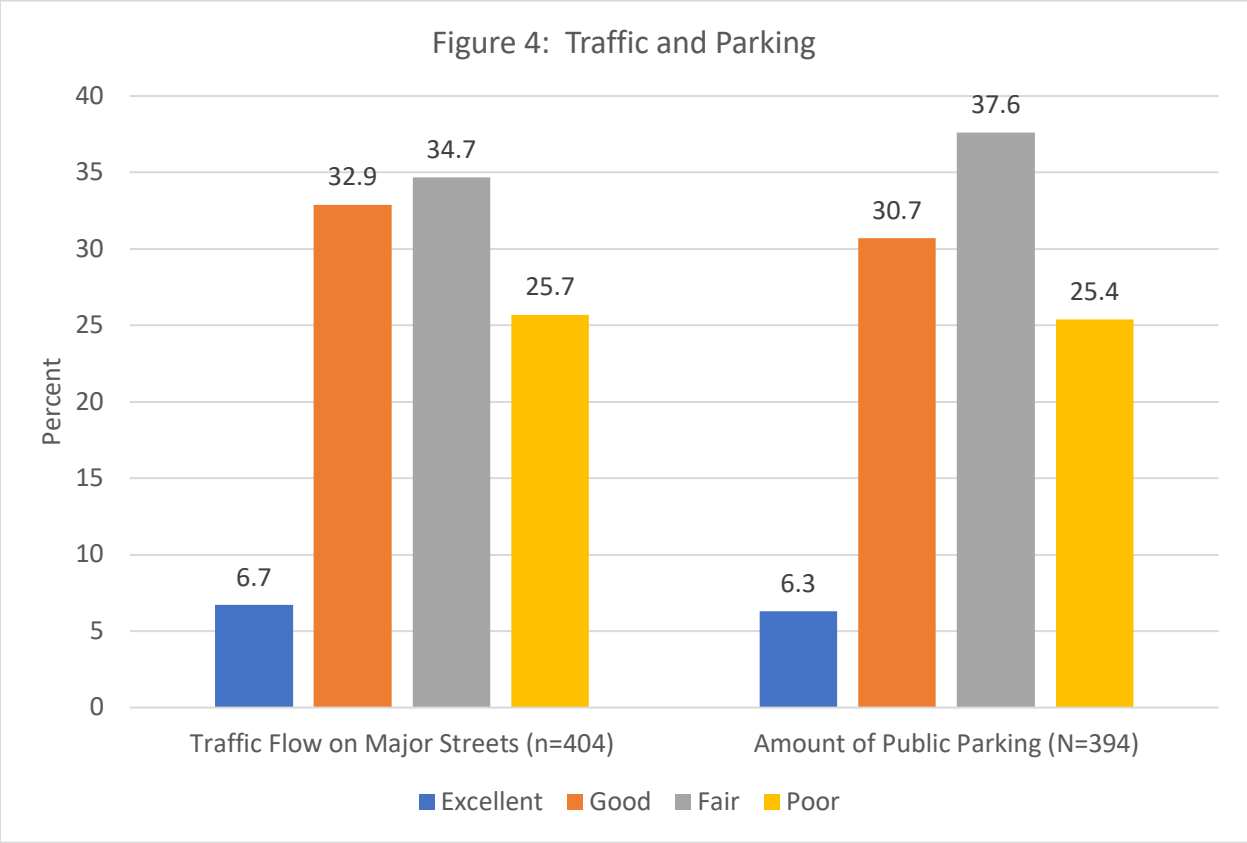
Perceptions of Development

51 percent of respondents see the quality of businesses and services as good or excellent, an improvement of 7 percent compared to 2016. 17 percent of respondents see employment opportunities as good or excellent, also a 7 percent improvement over 2016.



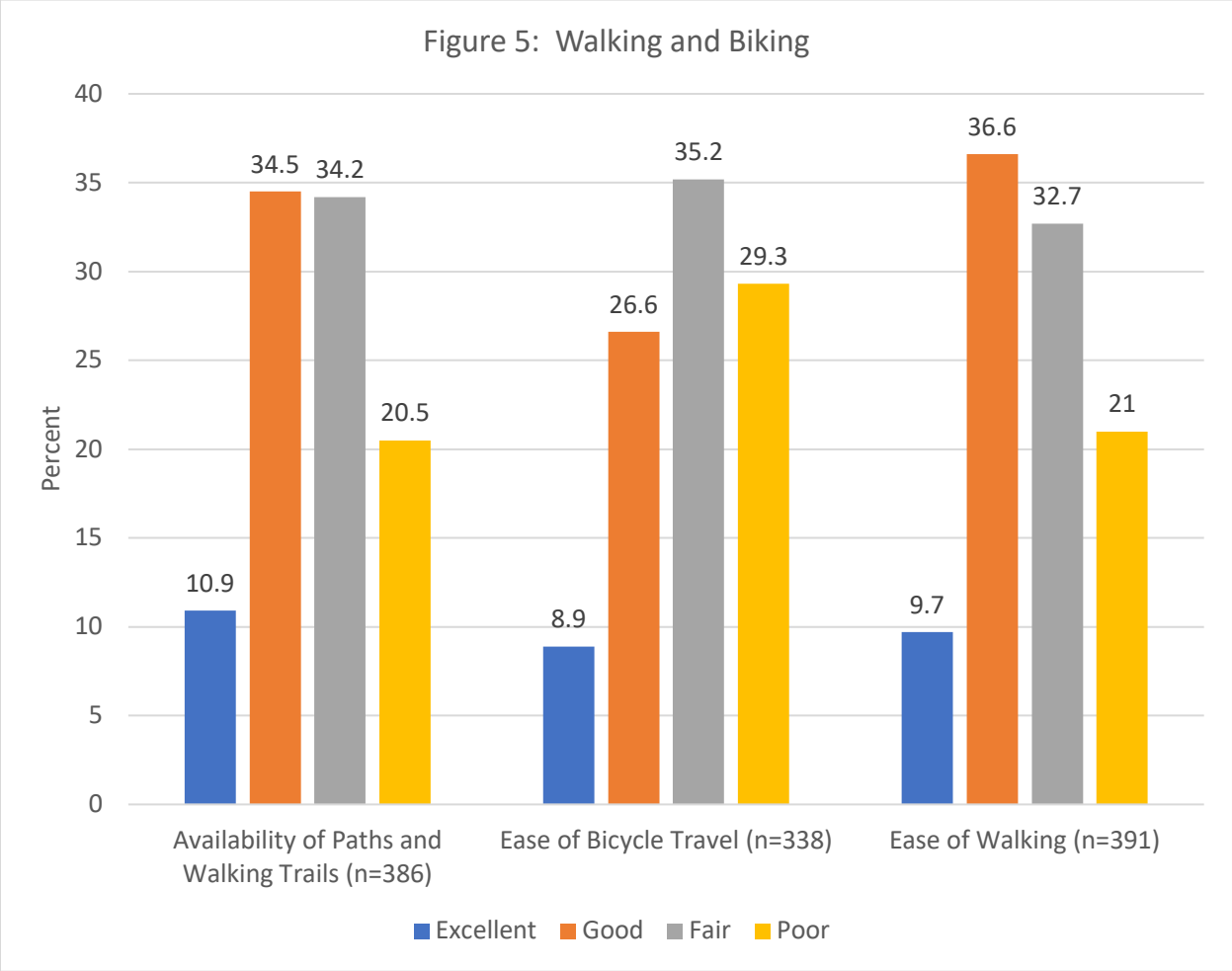
Traffic and Parking

40 percent view traffic flow in Hutto as good or excellent. Other resident surveys generally find that people rate traffic flow at similar levels.



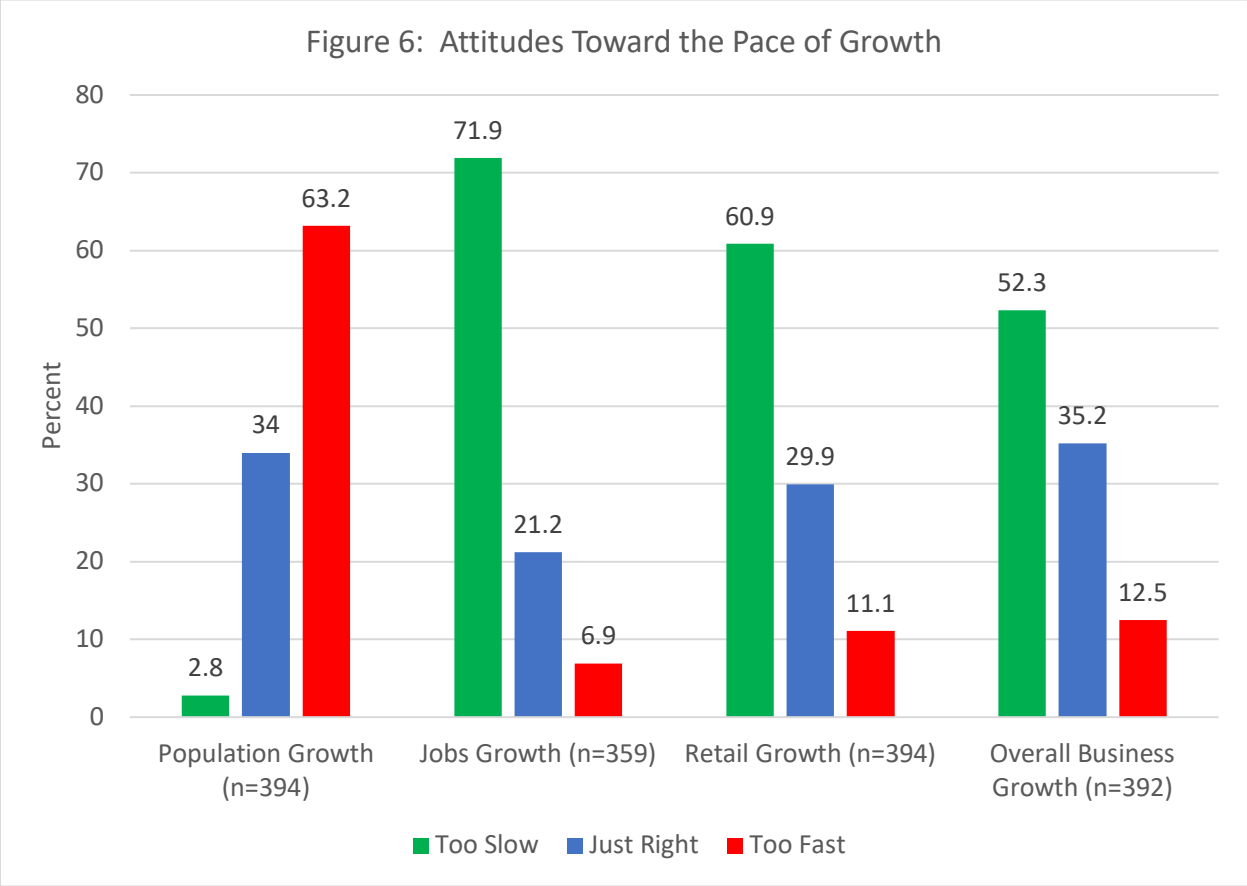
Alternative Transportation Modes

45 percent of respondents rate the availability of paths and walking trails as good or excellent, a slight increase over 2016.



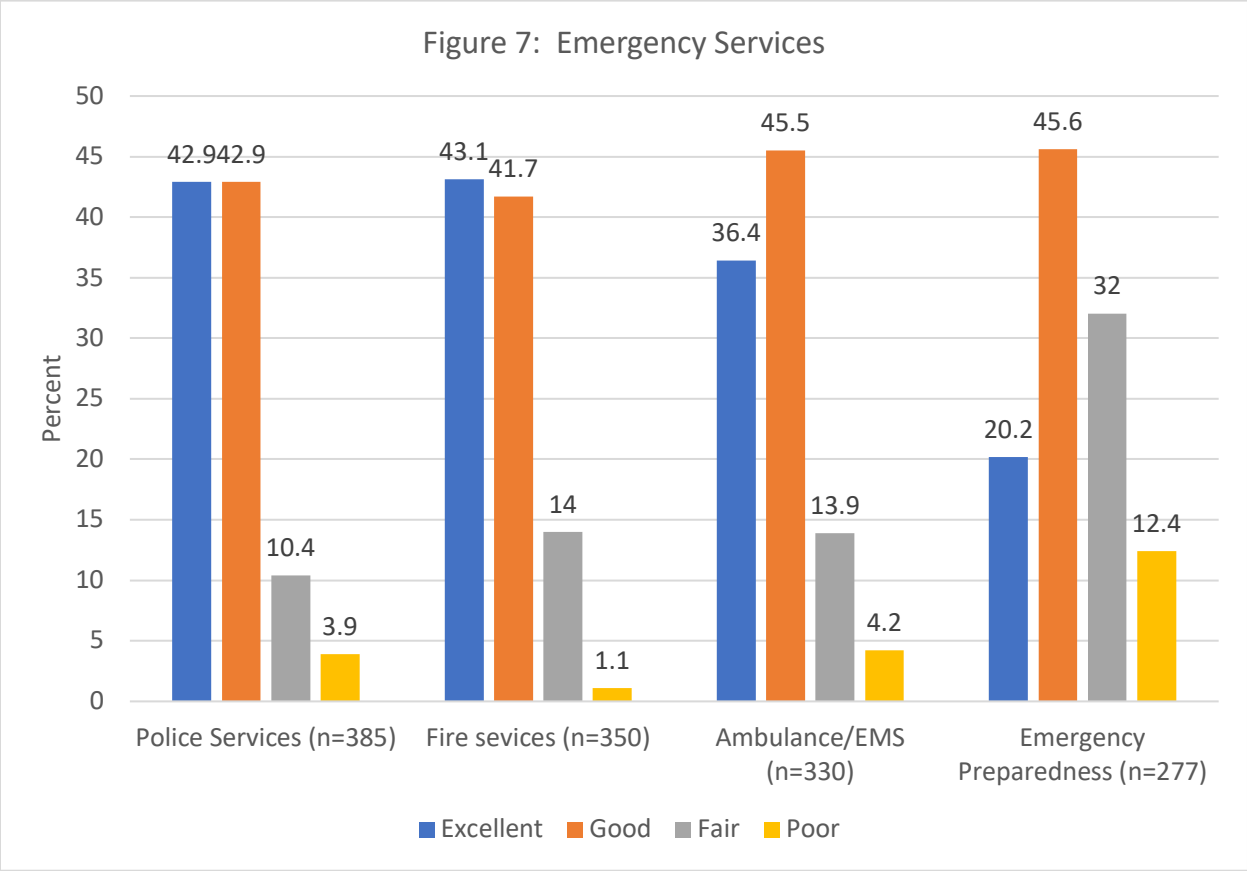
Pace of Growth

63 percent of residents think that Hutto is growing too fast in terms of population, but 72 percent believe that jobs growth in Hutto is too slow.



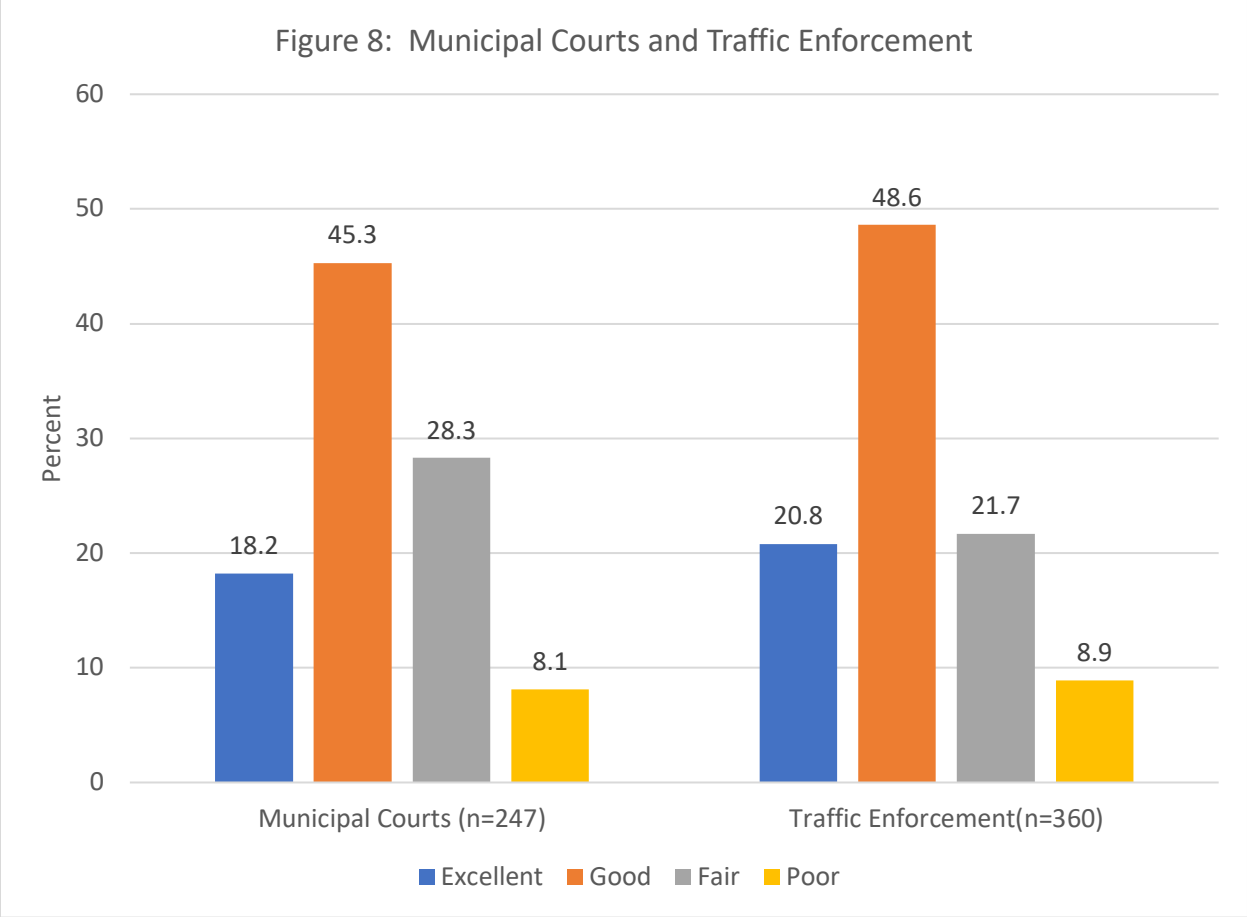
Emergency Services

86 percent of respondents rate the quality of police services as good or excellent. 66 percent rate the quality of emergency preparedness as good or excellent, a decease of 15 percent compared to 2016.



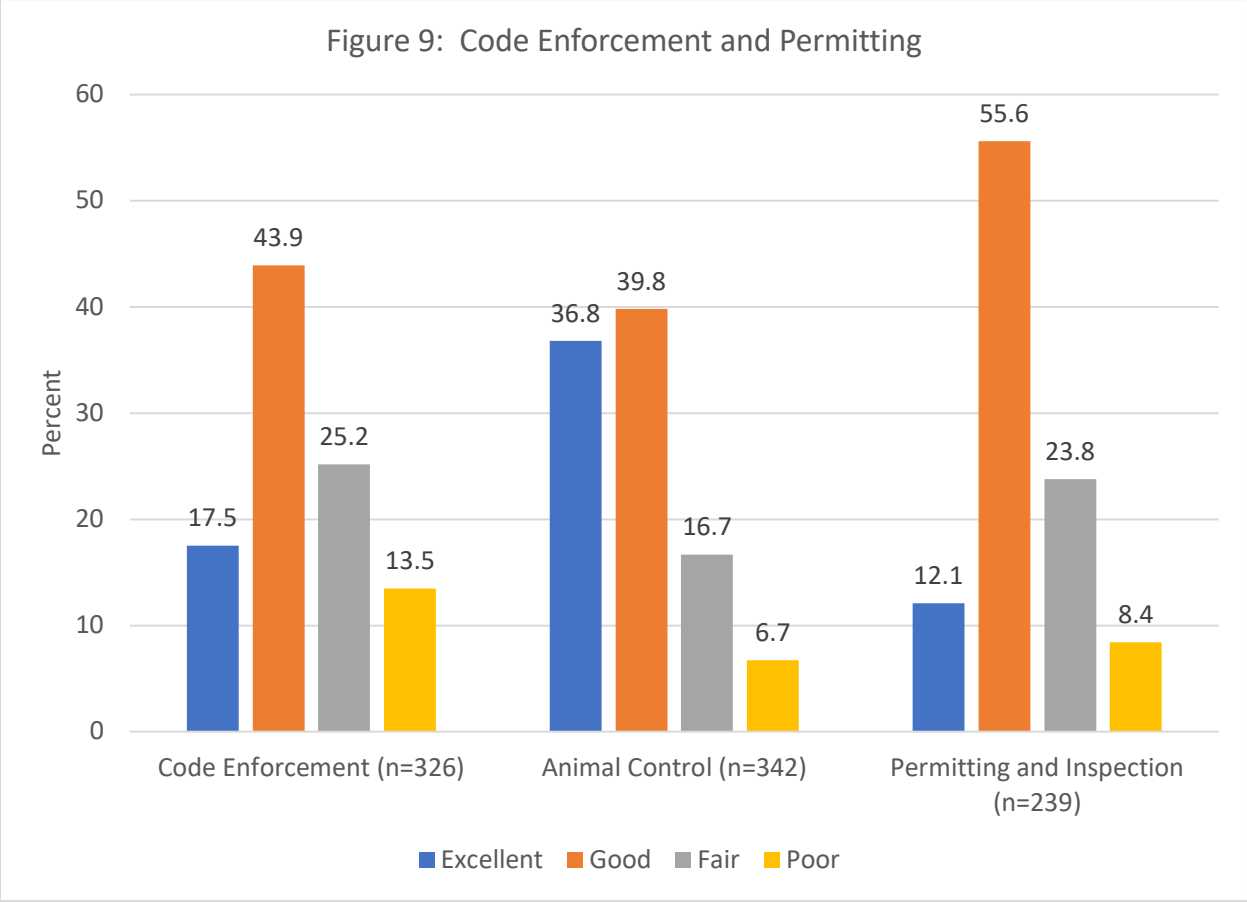
Municipal Courts and Traffic Enforcement

69% of respondents indicated that traffic enforcement is good or excellent. While traffic enforcement approaches the benchmark for quality service, overall concerns seem to be more related to traffic signal timing. Traffic signal timing is not within the full control of the city. Satisfaction with traffic enforcement was higher in 2016 (75%) compared to 2018 (51%, see Table 10).



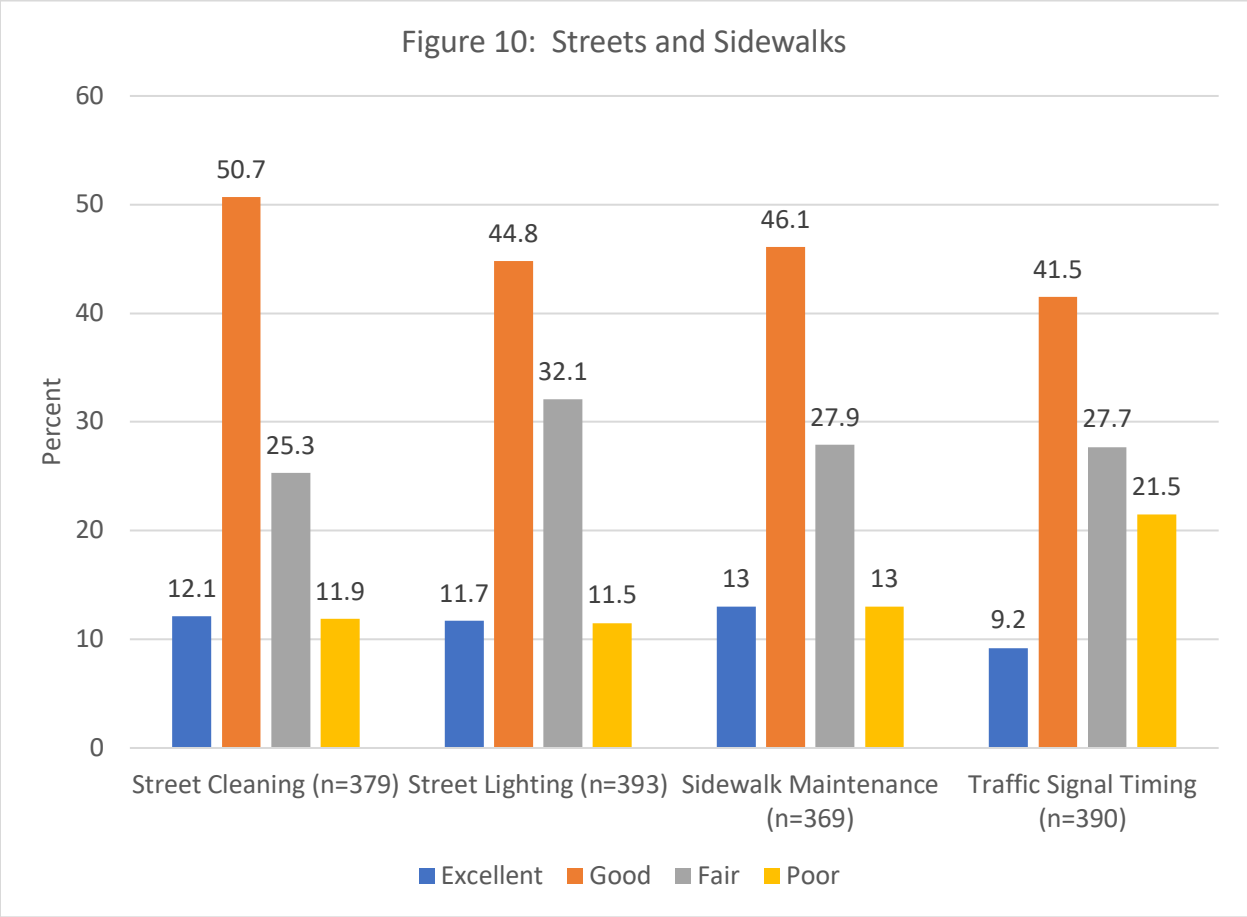
Code Enforcement and Permitting

61% of respondents indicated that code enforcement was good or excellent. Code enforcement attitudes can be influenced by perceptions that code enforcement is not aggressive enough or too aggressive. Some evidence that there are concerns for too much enforcement is the 13.5% of respondents who indicated that code enforcement was poor and 17.5% of respondents who indicated that code enforcement was excellent. In other words, there are more polarized perceptions about code enforcement compared to other areas.



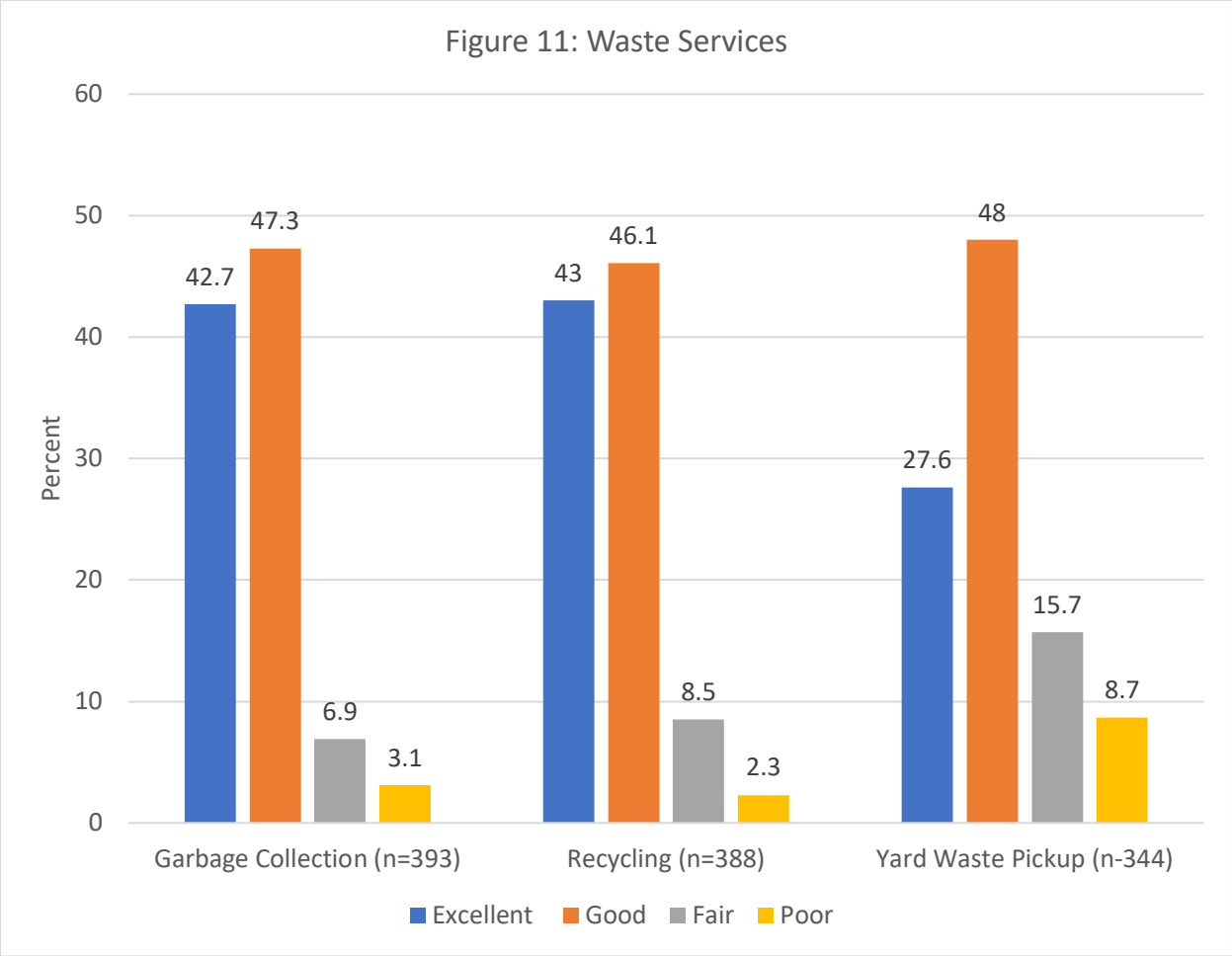
Streets and Sidewalks

63% of residents rated street cleaning as good or excellent and 59% of residents indicated that sidewalk maintenance was good or excellent. These results are similar to the 2016 survey. Not all neighborhoods have sidewalks so it is possible that some respondents are indicated that sidewalk maintenance is poor because they lack sidewalks. Recall that high percentages of residents rated availability of walking paths as poor (20.5%) and the ease of walking as poor (21%).



Waste Services

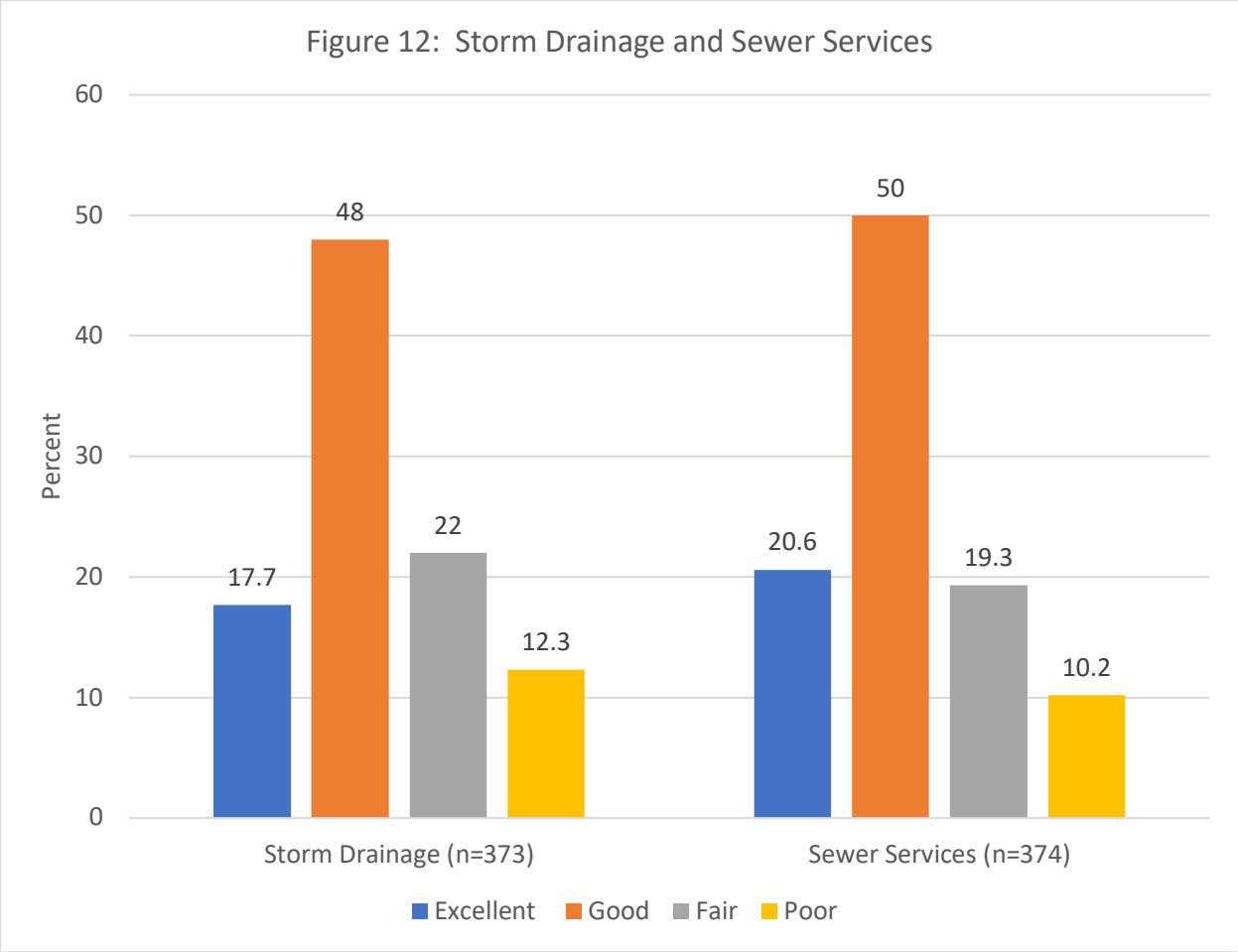
Waste services are provided through contract with a private sector vendor. 90% of respondents rated the quality of garbage collection as good or excellent compared to 93% in 2016. Respondents are less satisfied with yard waste pick up (82%) and 9% of respondents indicated that yard waste pick up was poor.



Storm Drainage and Sewer Services

71% of respondents rated sewer services as good or excellent, a decrease of 10% compared to 2016 results. While this percentage is approaching benchmarks, a relatively high percentage of respondents rate sewer services as good. It is unclear is the rating is due to the quality of the service or reflecting concerns about the price of sewer services. Some respondents noted in the open-ended comments section that water and sewer rates were too high.

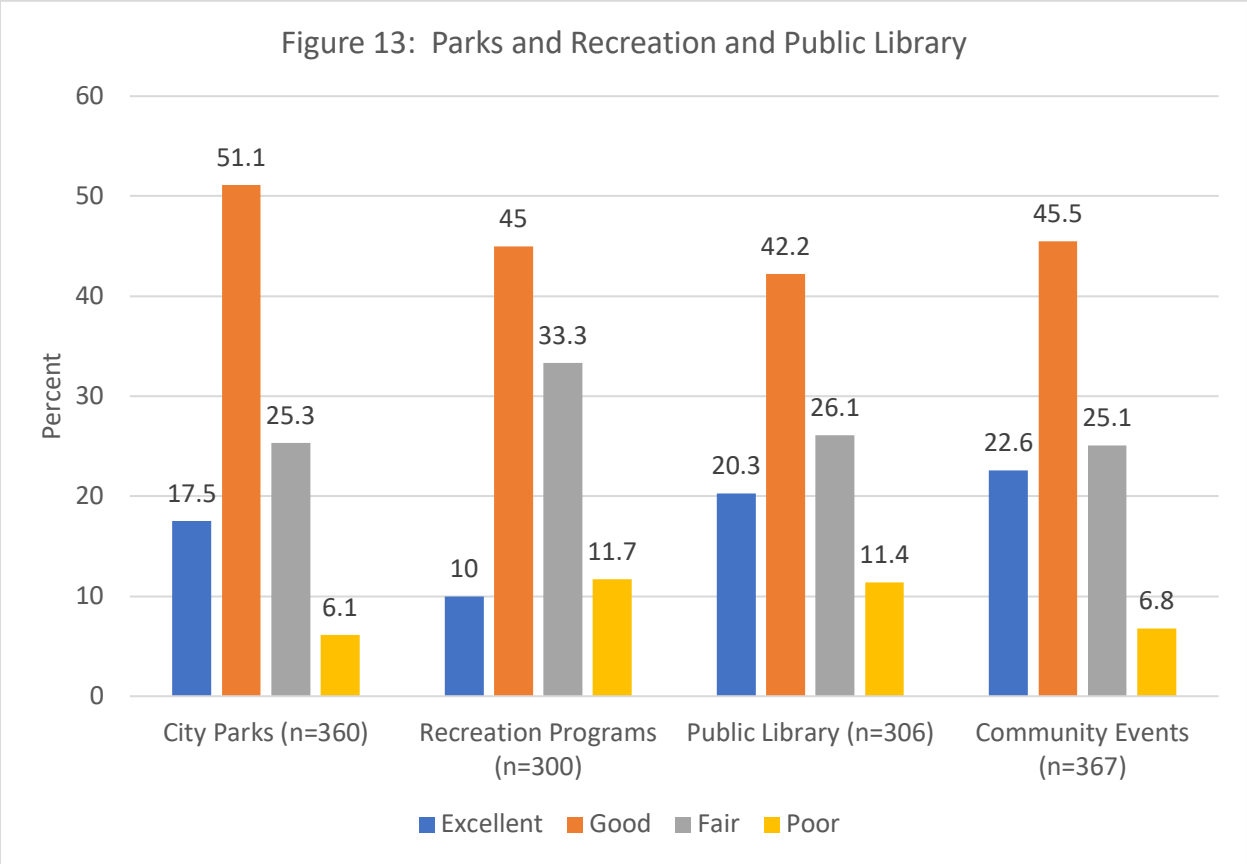
66% of respondents rated storm drainage as good or excellent. This finding is comparable to the percentage in 2016 (68%). Major flooding events influence views and heavy rains keep the issue of storm drainage on the minds of residents. In other words, if a resident's home is flooded and recovery is costly and lengthy, then a person is not likely to forget the event for many years even in the face of improving storm drainage.



Parks and Recreation and Public Library

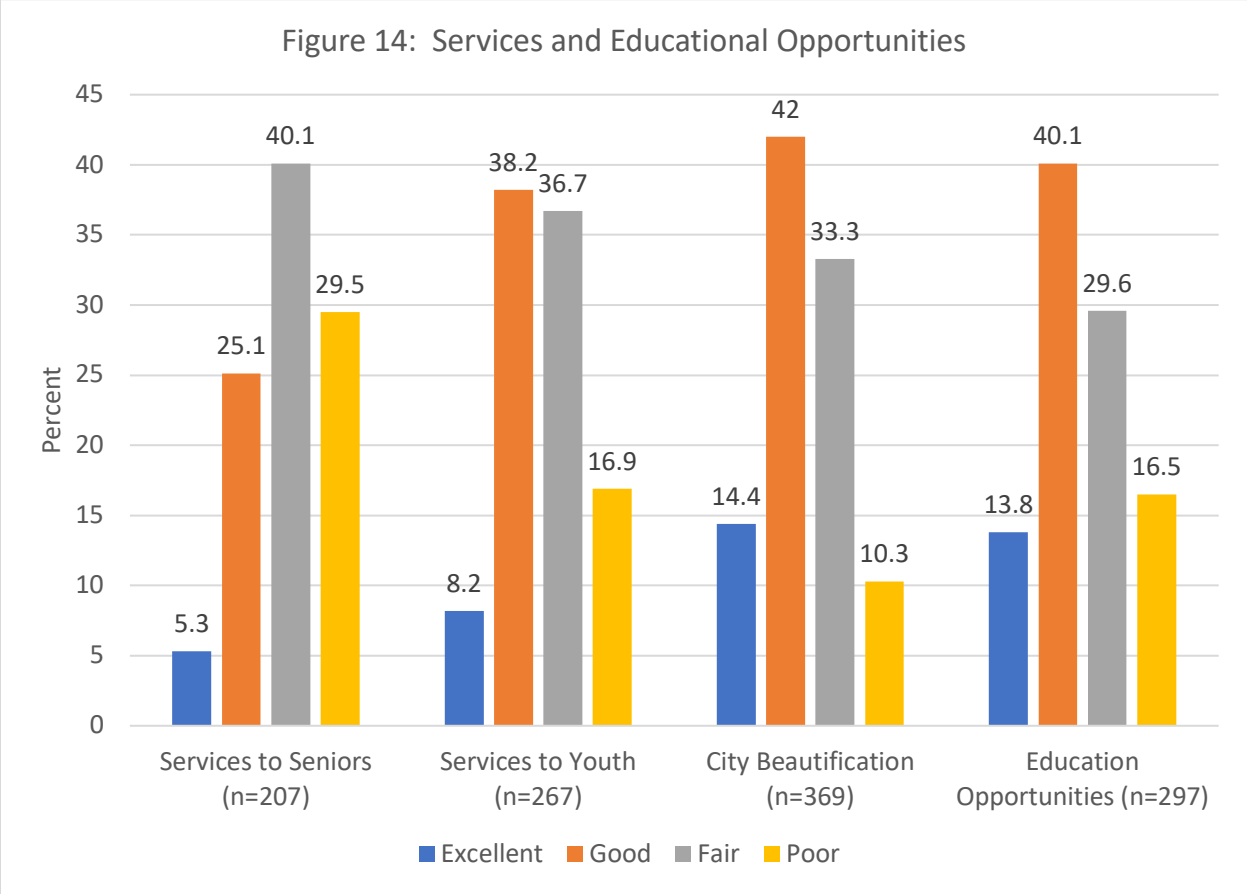
Of those that participated in recreation programs, 55% of respondents indicated that recreation programs were good or excellent, a slight increase from 2016 (51%). It is important to note that 45% of respondents reported using recreation programs one or more times (see below). It is unknown if these views are shaped by a desire for more programs, or there is a demand for different programs.

69% of respondents indicated that parks were good or excellent, an improvement of 7% compared to 2016. 63% of respondents indicated that the library services were good or excellent. It is important note that these perceptions include those that use the parks and/or library as well as those that have never used these services.



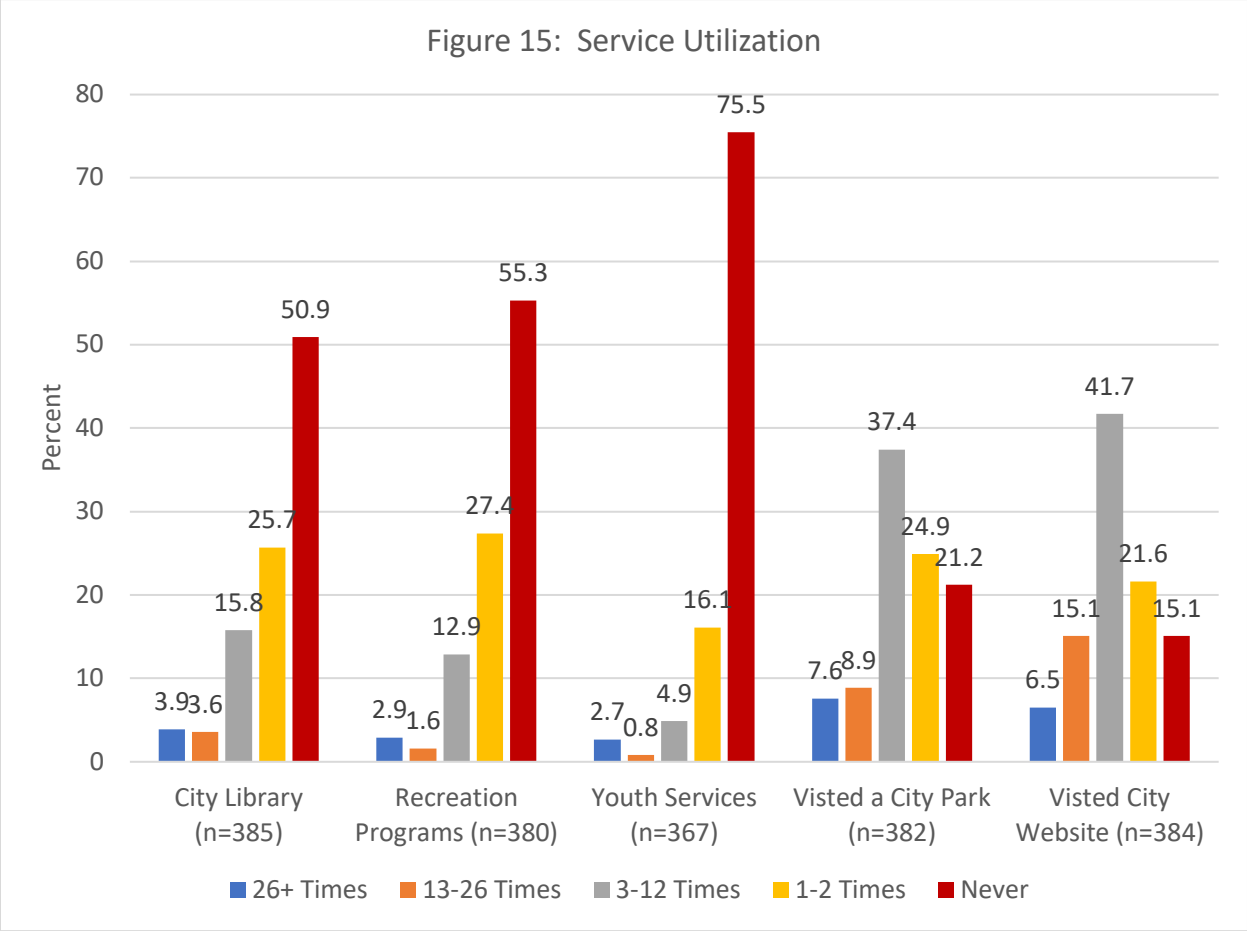
Services and Educational Opportunities

46% of respondents rated services to use as good or excellent and 30% of respondents rated services to seniors as good or excellent. It is likely that most of these respondents are those that have used these services. Note the lower number of respondents in those cases.



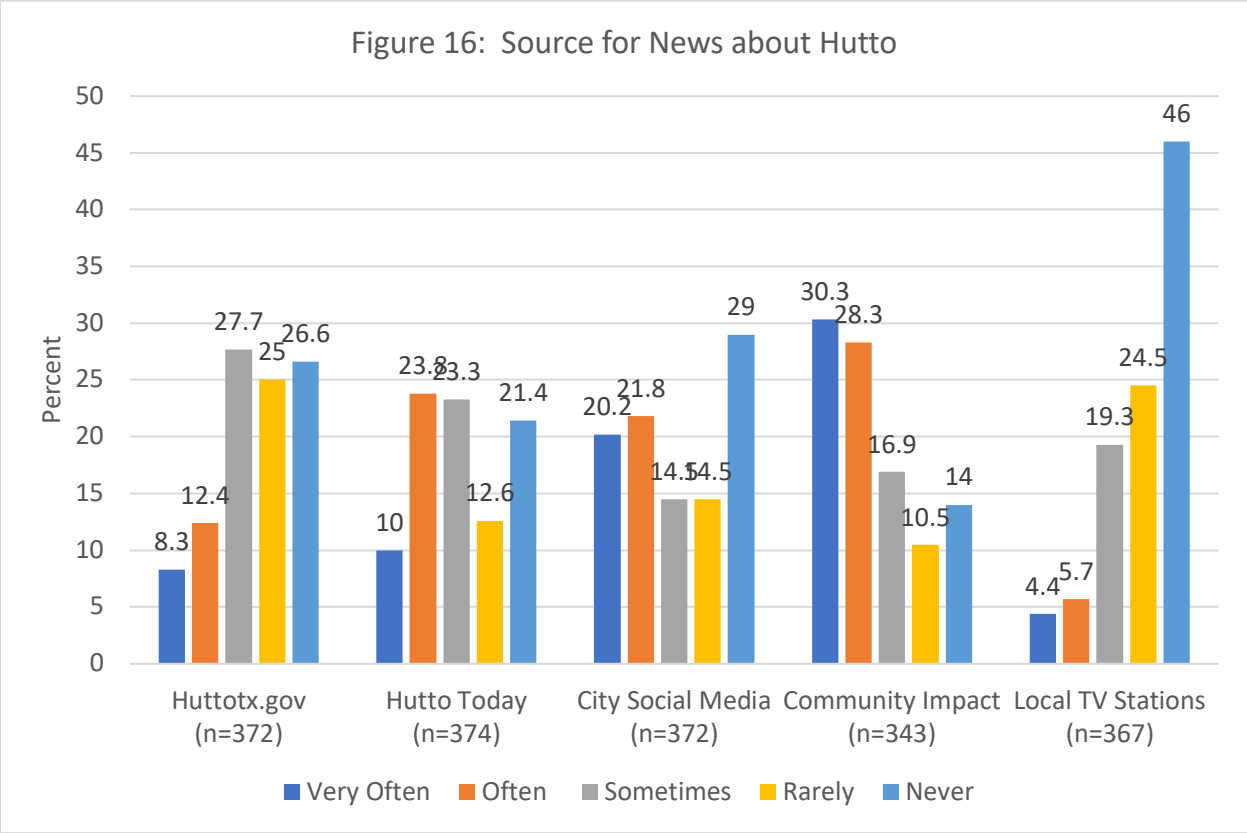
Service Utilization

85% of respondents visited the city website at least once in the last year, compared to 81 percent in 2016. 79% of respondents visited a city park one more time in the last year compared to 78% in 2016. 49% of respondents visited the city library more than 1 time in the last year. While the percentages who used the service more than three times has remained stable for most of these services, the percentage of respondents who visited the website 3 or more times in the last year increased from 54.5% in 2016 to 63.3 percent in 2018.



Sources for News About Hutto

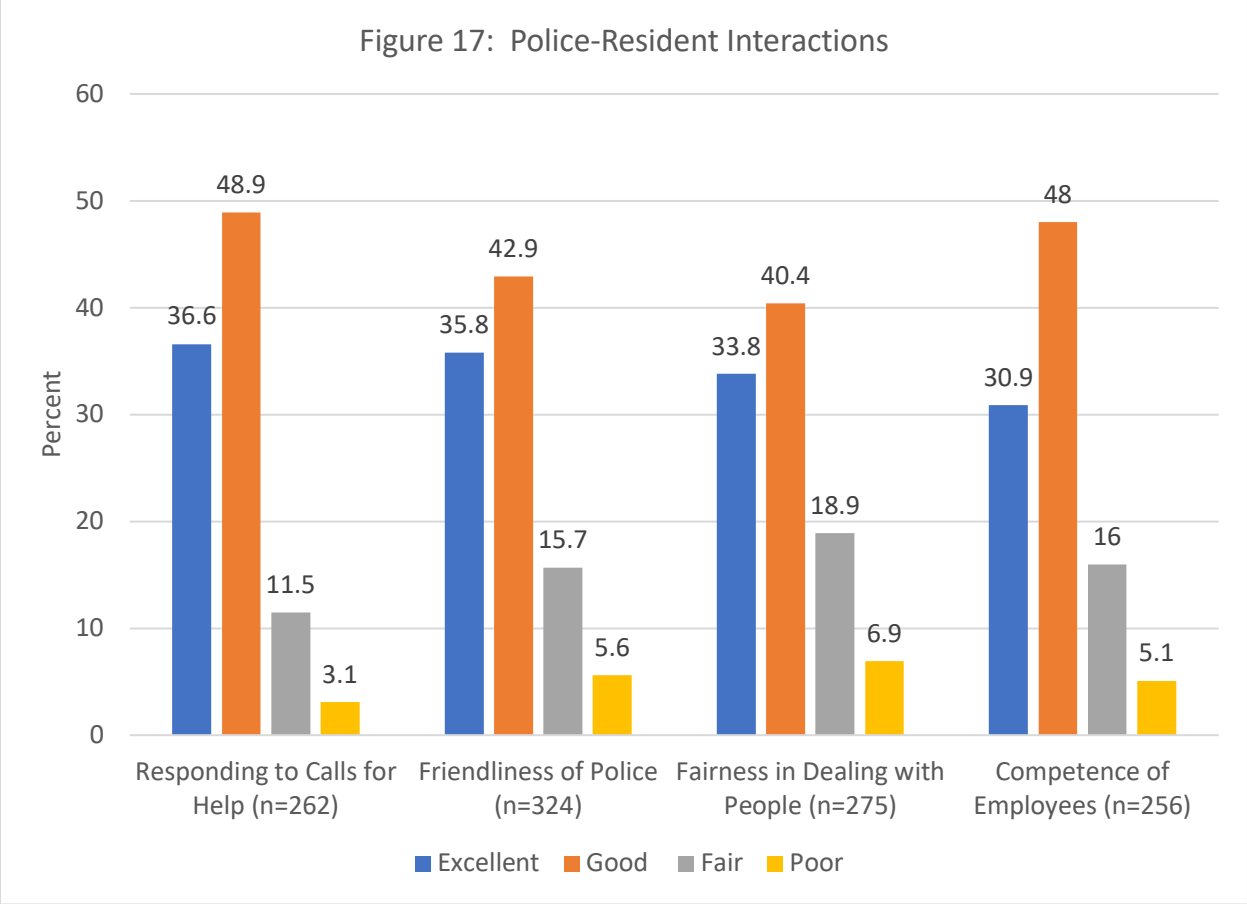
71% of respondents used the city social media as a source for news and of these 42% use social media often or very often. 59% of respondents indicated they read Community Impact often or very often.



Police Resident Interactions

The survey included several additional questions about police services. 86% of respondents indicated that police response to call for help was good or excellent. Respondents also viewed police as friendly and competent with 79% saying the police were good or excellent in these areas.

26% percent of respondents indicated that the fairness of police was fair or poor. While this means that the almost three quarters of the respondents indicate police fairness is good or excellent, it does indicate that some respondents have concerns in this area.

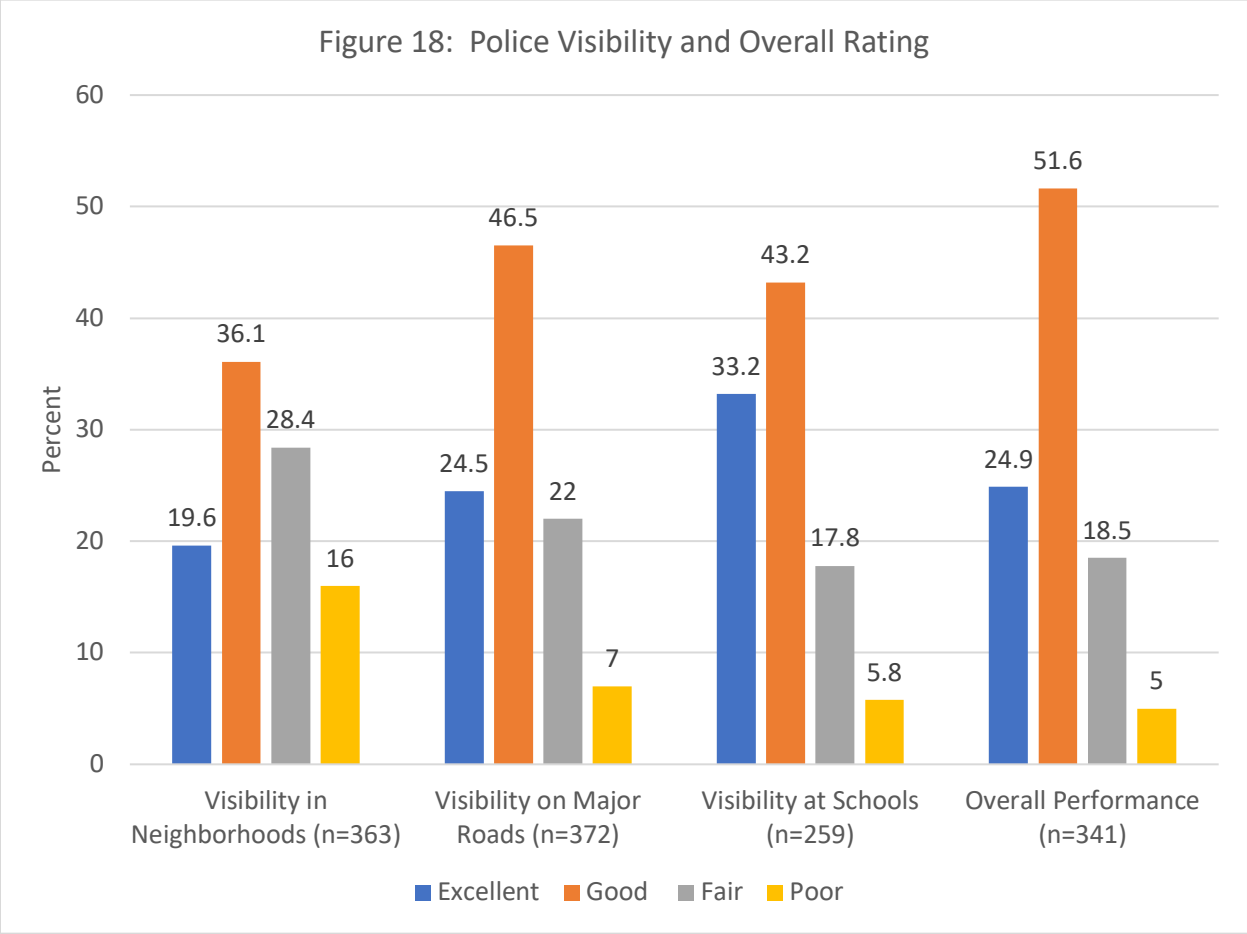


Police Visibility and Overall Rating

The responses on police visibility are somewhat difficult to interpret. Residents may not be actively looking for a police presence and/or the police may be in the area when they are not observing activity in their neighborhoods, streets, or near schools. 56% of respondents rated police visibility in neighborhoods as good or excellent compared to 76% of respondents who rated police visibility at schools as good or excellent and 71% who rated police visibility on major roads as good or excellent.

60% of respondents reported seeing the police in their neighborhood or on the street more than 1 time per week (see following chart).

When respondents are prompted with multiple dimensions of services quality, it has the effect that social scientists call "priming." This priming may shift the views of the respondents. It is noteworthy that when respondents were asked to rate the police earlier in the survey without prompting, 85% of respondents rated the police as good or excellent. After being prompted to think about different aspects of police-resident interactions, 77 percent of respondents rated police as good or excellent.



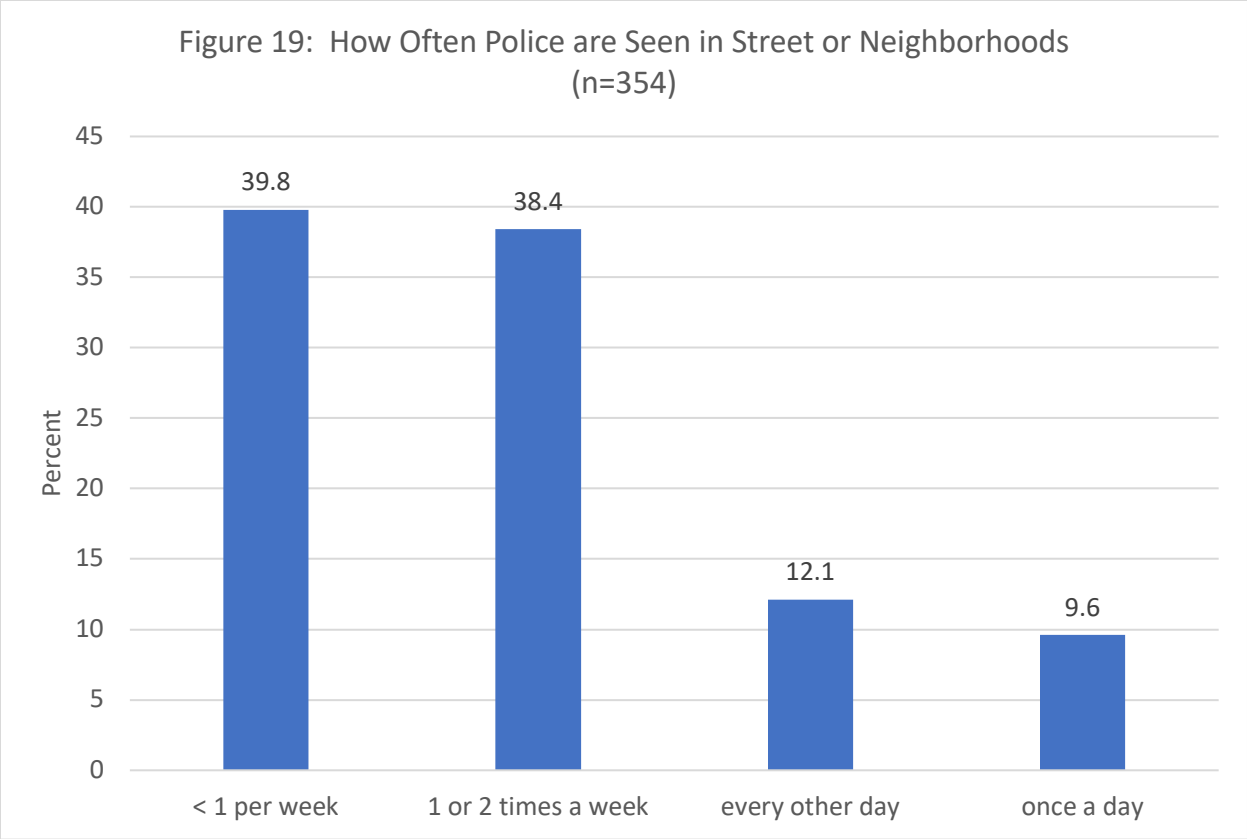
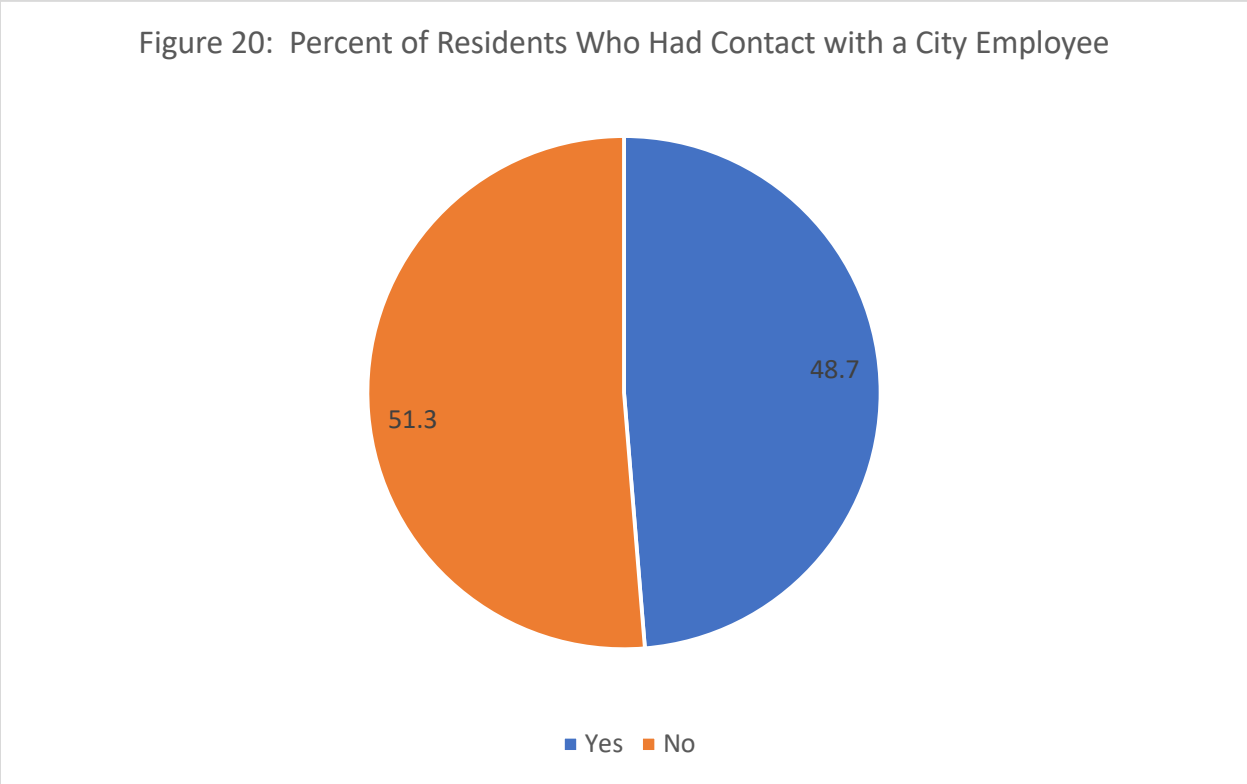
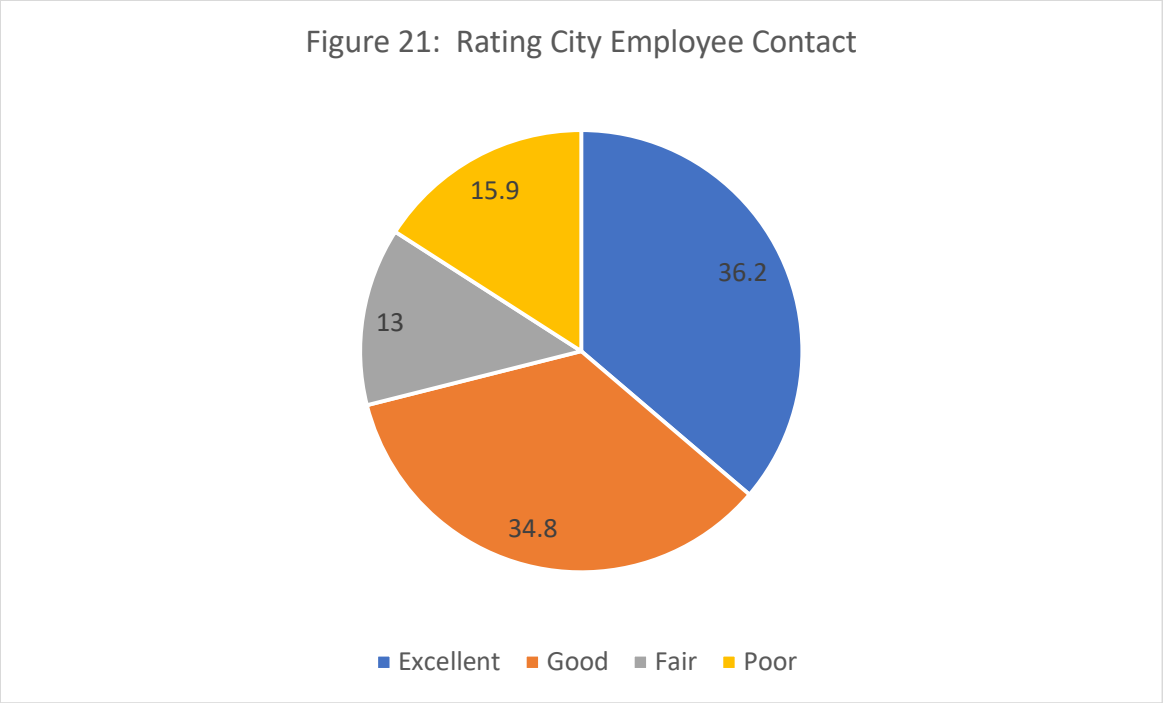


Figure 19: How Often Police are Seen in Street or Neighborhoods
(n=354)
Percent
45
40
35
30
25
20
15
10
5
0
39.8
38.4
12.1
9.6
< 1 per week
1 or 2 times a week
every other day
once a day

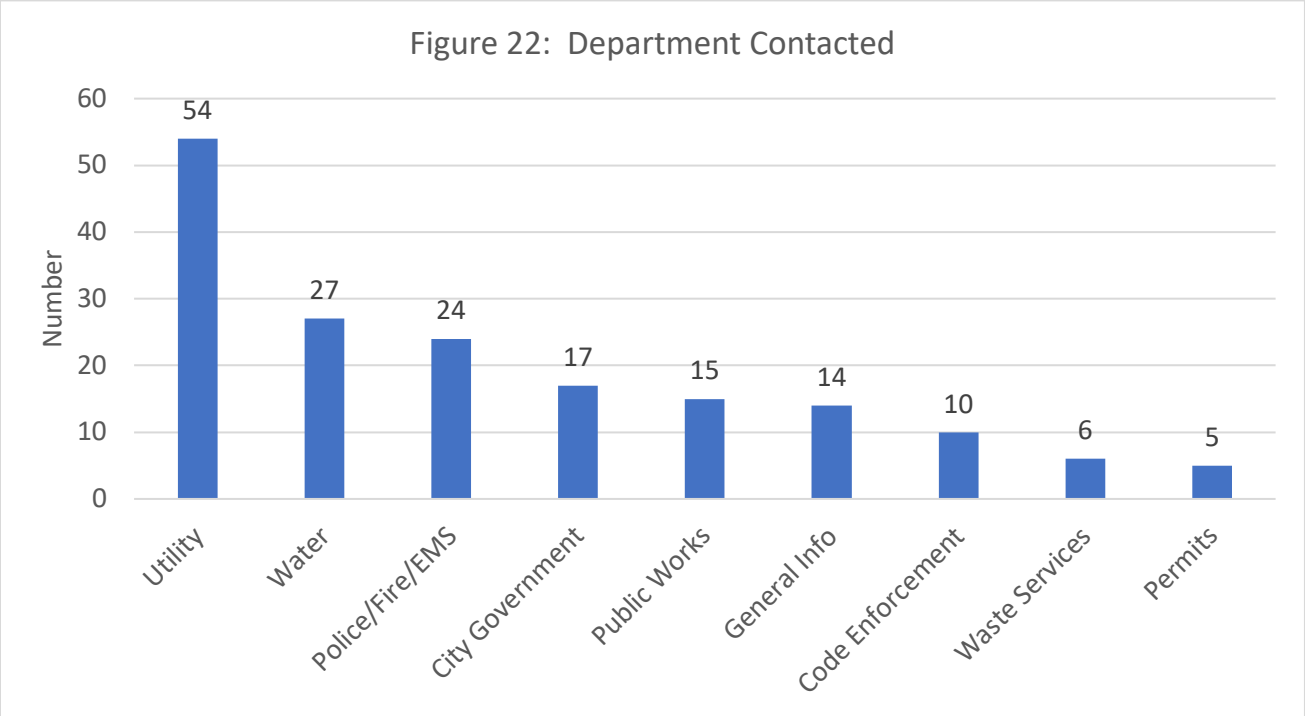
Citizen Contacting

51% of respondents reported contact with a city employee in the last year. The most common contact point was the utility department. Of those that had contact with a city employee, 71% rated the contact as good or excellent. In 2016, 78% of respondents rated the contact with the city employee as good or excellent.



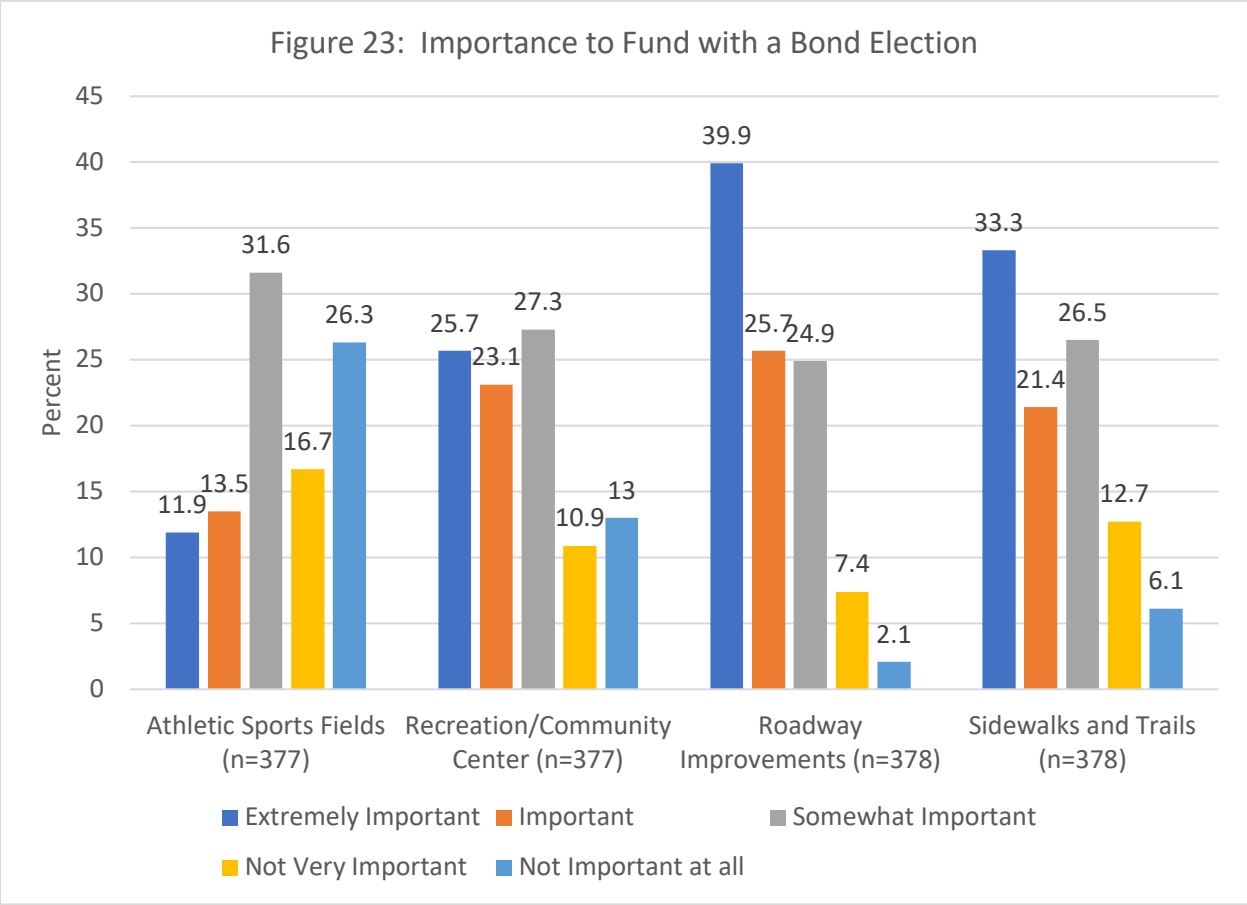


Respondents asked to name the most recently contacted department. These responses were placed into categories to facilitate analysis. The top three contacted departments are utility billing (54), water (27), and Police/Fire/EMS (24). These three contacts make up 61% of the contacts listed.



Importance to Fund with a Bond Election

66% of respondents indicated that roadway improvements were important or extremely important to fund with a bond election. 55% of respondents indicated that sidewalks and trails were important or extremely important bond election priorities, followed by recreation and community centers (49%) and athletic sports fields (25%).



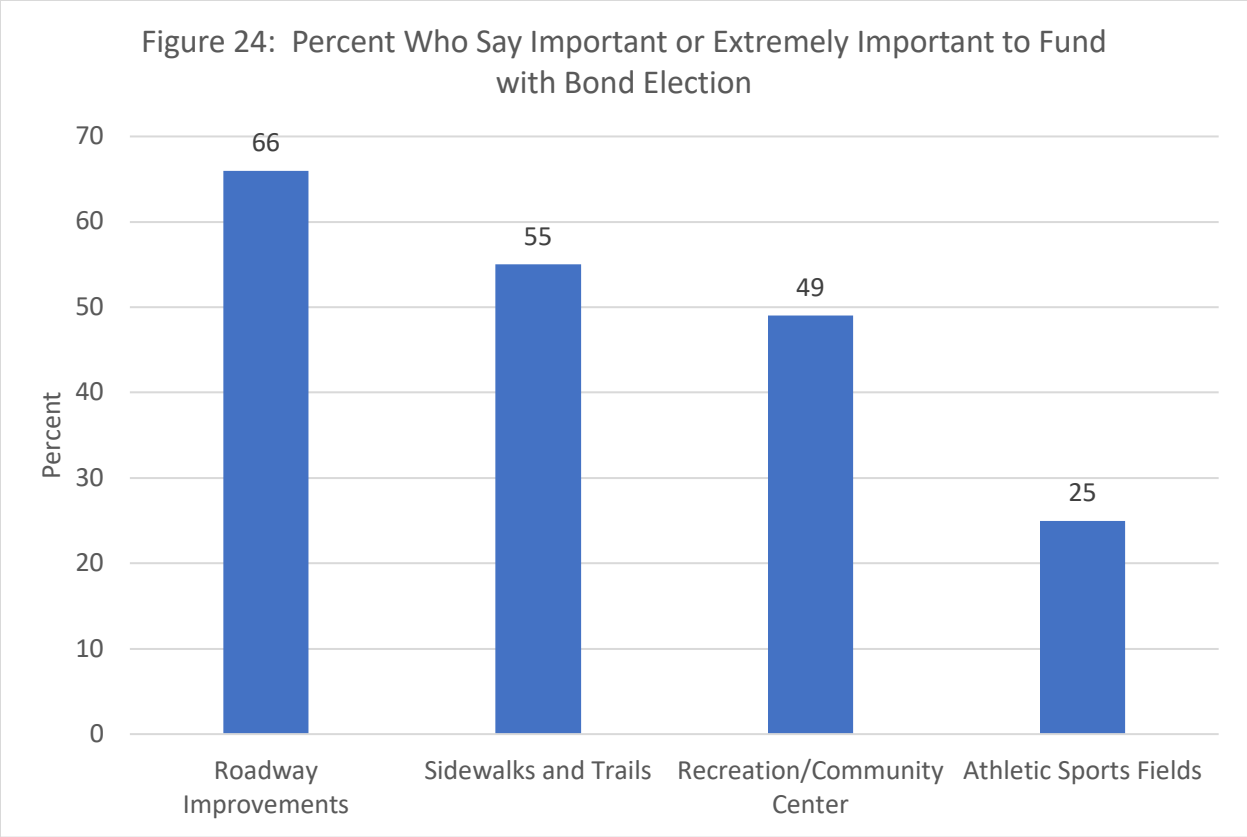
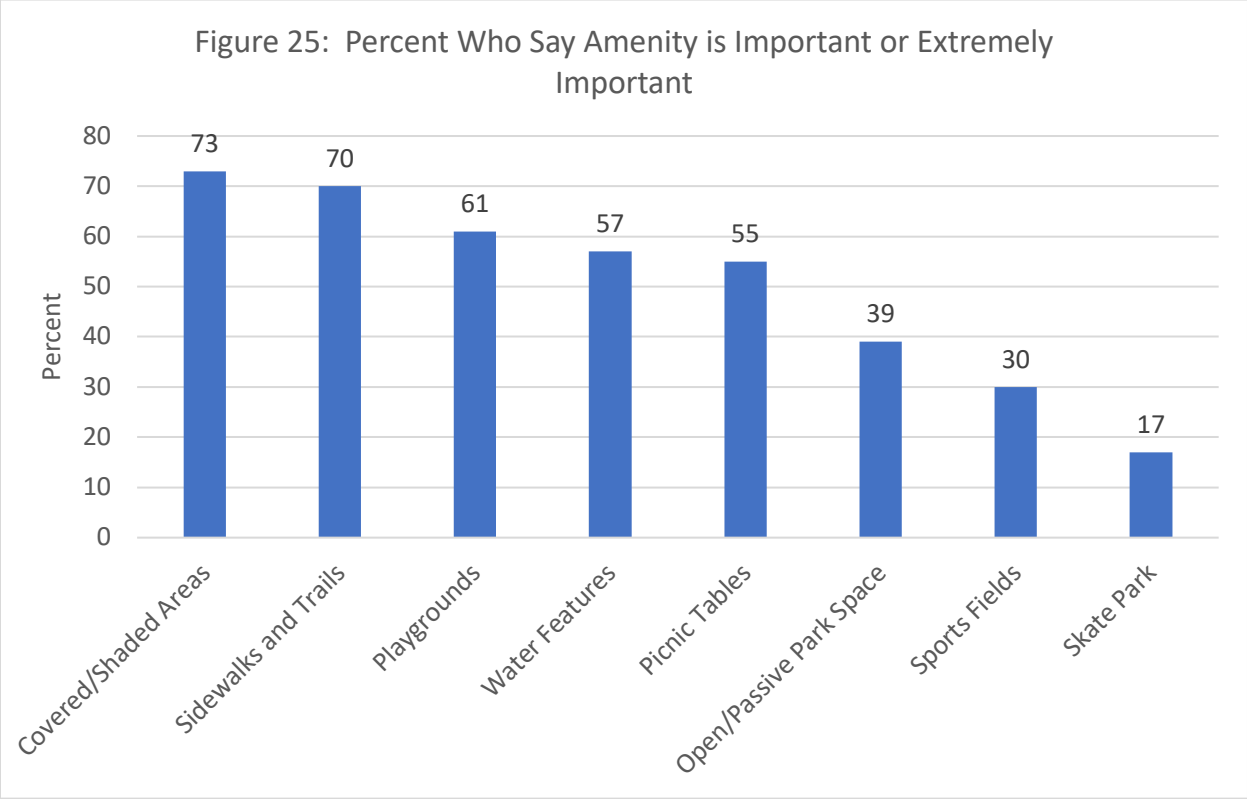


Figure 24: Percent Who Say Important or Extremely Important to Fund with Bond Election
Percent
70
60
50
40
30
20
10
0
66
55
49
25
Roadway Improvements
Sidewalks and Trails
Recreation/Community Center
Athletic Sports Fields

Park Amenity Options

The top three amenity priorities for parks are covered and shaded areas (73%), sidewalks and trains (70%), and playgrounds (61%).



Changes in Level of Satisfaction Overtime (2016 to 2018)

Tables 1 and 2 present the differences in the indicators from 2016 to 2018. The percentage displayed in each column is the percent of respondents who indicated that their perception that the specific indicator was either good or excellent.

Because the margin or error for both surveys is approximately +/- 5 percent, any differences over time that are less than 5 percent can be considered within the margin or error and, therefore, not a statistically significant difference.

Increases in the percentage of respondents who indicated good or excellent were observed in the following areas:

- Quality of Businesses and Service Establishments
- Employment Opportunities
- Ease of Bicycle Travel
- Traffic Signal Timing
- City Parks
- Community Events

Decreases in the percentage of respondents who indicated good or excellent were observed in the following areas:

- Housing Opportunities
- Amount of Public Parking
- Emergency Preparedness
- Municipal Courts
- Traffic Enforcement
- Yard Waste Pickup
- Sewer Services
- Services to Youth
- Educational Opportunities

Table 1: Resident Quality of Life and Quality of Service Perceptions 2016-2018			
Indicators	2016	2018	
Perceptions of Overall Quality of Life			
Overall Quality of Life	84	81	-2
The City as a Place to Live	86	86	0
Quality of Life in Your Neighborhood	86	83	-3
Life Choices and Quality of Life			
A Place to Raise Children	91	86	-5
A Place to Work	26	28	+2
A Place to Retire	65	60	-5
Perceptions of Development			
Quality of Businesses and Service Establishments	44	51	+7
Employment Opportunities	10	17	+7
Housing Opportunities	77	68	-9
Traffic and Parking			
Traffic Flow on Major Streets	37	40	+3
Amount of Public Parking	44	37	-7
Walking and Biking			
Availability of Walking Paths and Trails	41	45	+4
Ease of Walking	43	46	+3
Ease of Bicycle Travel	28	36	+8
Emergency Services			
Police Services	85	85	0
Fire Services	89	85	-4
Ambulance/EMS	88	82	-6
Emergency Preparedness	78	63	-15
Municipal Courts and Traffic Enforcement			
Municipal Courts	76	64	-12
Traffic Enforcement	75	69	-6

Table 2: Resident Quality of Life and Quality of Services Perceptions 2016-2018			
Indicators	2016	2018	
Code Enforcement and Permitting			
Code Enforcement	65	61	-4
Animal Control	75	77	+2
Permitting and Inspection	---	68	---
Streets and Sidewalks			
Street Cleaning	63	63	0
Street Lighting	61	57	-4
Sidewalk Maintenance	61	59	-2
Traffic Signal Timing	42	51	+9
Waste Services			
Garbage Collection	93	90	-3
Recycling	94	89	-5
Yard Waste Pickup	82	76	-6
Storm Drainage and Sewer Services			
Storm Drainage	68	66	-2
Sewer Services	81	71	-10
Parks and Recreation and Public Library			
City Parks	62	69	+6
Recreation Programs	51	55	+4
Public Library	66	63	-3
Community Events	60	68	+8
Services and Education Opportunities			
Services to Seniors	32	30	-2
Services to Youth	58	46	-12
City Beautification	58	56	-2
Educational Opportunities	63	54	-9

Pace of Growth

As the population of a community changes, there are some residents that feel satisfied with the pace of growth and others that do not. Respondents were asked to indicate their level of satisfaction with the pace of growth in 2016 and 2018.

The percentage of respondents that said the pace of **population growth** was "too fast" increased by 6 percent over the last two years. There has been a shift from those that thought the pace of population growth was "just right."

The percentage of respondents that said that **job growth** was "too slow" decreased by 7 percent and there was in increase in respondents who indicated "just right" and "too fast." A similar shift was observed from the percentage of respondents who said the pace of **retail growth** was "too slow" which was 9 percent lower in 2018. When asked about the overall pace of **business growth,** there was a decrease of 13 percent who indicated "too slow."

Table 3: Attitudes Toward Pace of Growth 2016-2018			
	2016	2018	Change
Population Growth			
Too Slow	3	3	0
Just Right	40	34	-6
Too Fast	57	63	+6
Jobs Growth			
Too Slow	79	72	-7
Just Right	18	21	+3
Too Fast	3	7	+4
Retail Growth			
Too Slow	70	61	-9
Just Right	24	28	+4
Too Fast	6	11	+5
Overall Business Growth			
Too Slow	65	52	-13
Just Right	28	35	+7
Too Fast	7	13	+6

Statistically Significant Differences Across Respondent Characteristics

While differences in the percentage of respondents who indicate "good" or "excellent" can vary in a community by respondent characteristics, the issue is whether these differences as statistically significant. The Chi-Square statistic determines if the observed percentage differences in the responses are so large this difference did not occur by chance. A difference that is statistically significant at less than .05 indicates that these differences in the observed percentages are associated with the characteristic of the respondent. Less than .05 indicates that we can be 95% certain that the differences did not occur by chance. The Chi-Square statistic does not explain why there is a difference, only that there is a difference.

The original respondent characteristics variables were recoded into two categories to facilitate analysis. In addition, respondents who indicated "good" or "excellent" were placed in one category and those who indicated "fair" or "poor" were put into the other category. The Chi-Square test was done across all indicators. Only statically significant differences are presented in the tables below.

Income

Table 4 presents the statistically significant differences in the responses by income. Statistically significant differences were found for overall quality of life, ease of bicycle travel, the availability of paths and walking trails, EMS, fire services, and the public library. The findings indicate that for the items listed in Table 4, respondents from homes with a household income of less than $75,000 were more satisfied than those with a household income greater than $75,000.

Table 4: Income	Percent Good or Excellent				
	Less than 75K	More than 75K	N	Chi-Square	Sig.
Quality of Life	93	83	346	7.55	.006
Ease of Bicycle Travel	45	30	289	6.60	.01
Availability of Paths and Walking Trails	53	41	329	4.31	.04
EMS	88	78	292	5.46	.02
Fire Services	91	80	312	6.52	.01
Public Library	71	56	278	7.23	.007

Age

Table 5 presents the statistically significant differences in the responses by age. Residents over 65 were more likely to say Hutto is a "good" or "excellent" place to retire. This is logical, because many residents over 65 are already retired. Residents over 65 were also more satisfied than those under 65 with the availability of paths and walking trails, storm drainage, sewer services, city parks, and the public library. This finding may reflect the fact that few seniors still have children in the home who might be more likely to use parks and library services.

Table 5: Age	Percent Good or Excellent				
	Less than 65	More than 65	N	Chi-Square	Sig.
Place to Retire	57	74	325	5.79	.02
Availability of Paths and Walking Trails	44	60	352	3.80	.05
Storm Drainage	62	77	351	4.40	.04
Sewer Services	67	85	352	6.69	.01
City Parks	67	84	346	6.10	.01
Public Library	60	75	295	3.87	.05

Race

While there are significant differences in the experiences of Latinos, African Americans, Asians, and Native Americans, these groups were put into a category of "non-white." The responses of white and non-white respondents were different in five cases. White respondents were more likely to be satisfied with the police, animal control, and downtown events. Non-white respondents were more likely believe Hutto is a "good" or "excellent" place to retire and that the quality of life in their neighborhood was "good" or "excellent." Note that the neighborhood of the respondent is not factored into this analysis.

Table 6: Race	Percent Good or Excellent				
	Non-White	White	N	Chi-Square	Sig.
Quality of Life in your Neighborhood	90	81	358	4.70	.03
Quality of Life as a Place to Retire	72	55	319	8.71	.003
Police	78	90	355	7.79	.005
Animal Control	69	82	315	6.37	.01
Downtown Events	60	73	346	5.41	.02

Gender

The belief that women have different needs and preferences than men has received more scholarly attention in recent years. There are gender differences in eight different indicators according to the community survey including the quality of businesses and service establishments, animal control emergency management, street cleaning, street lights, public library downtown events, and community beautification. In each of these cases, women were more satisfied than men.

Table 7: Gender	Percent Good or Excellent				
	Male	Female	N	Chi-Square	Sig.
Quality of Businesses and Service Establishments	43	54	369	4.31	.04
Animal Control	68	82	320	7.62	.006
Emergency Management	58	75	258	8.53	.004
Street Cleaning	50	71	355	15.18	.0001
Street Lights	49	60	369	4.39	.04
Public Library	55	67	294	4.43	.04
Downtown Events	57	76	353	13.29	.0001
Community Beautification	49	61	356	5.23	.02

Home Ownership

There were only two statistically significant differences when renters and homeowners were compared. Not surprisingly, renters were less satisfied that homeowners with housing opportunities. Renters were more satisfied with street repair than homeowners.

Table 8: Home Ownership	Percent Good or Excellent				
	Owner	Renter	N	Chi-Square	Sig.
Housing Opportunities	70	48	362	5.07	.02
Street Repair	55	76	367	4.30	.04

Children in Home

Respondents with children in the home were less satisfied with parks, recreation programs, youth programs, and the public library compared to those with no children in the home. The largest difference (19 percent) was observed for satisfaction with youth services, followed by parks (17 percent), recreation programs (14 percent) and the library (13 percent).

Table 9: Children in the Home	Percent Good or Excellent				
	No Children	Children	N	Chi-Square	Sig.
Parks	77	60	360	12.31	.0001
Recreation Programs	62	48	300	6.17	.01
Youth Programs	57	38	267	9.33	.002
Public Library	69	56	306	4.90	.03

Years in Hutto

Residents that have lived in Hutto for less than 10 years were more satisfied with eight indicators compared to those who lived in the city more than 10 years. These indicators include the amount of public parking, traffic enforcement, animal control, street repair, street cleaning, sidewalk maintenance, storm drainage and permitting and inspections. Newer residents may be living in newer areas with newer streets, sidewalks, storm drainage facilities.

Table 10: Years in Hutto	Percent Good or Excellent				
	Less than 10 Years	More than 10 Years	N	Chi-Square	Sig.
Amount of Public Parking	41	27	361	5.87	.02
Traffic Enforcement	73	59	338	6.95	.008
Animal Control	82	64	320	12.40	.0001
Street Repair	62	42	365	12.14	.0001
Street Cleaning	69	49	356	13.45	.0001
Sidewalk Maintenance	63	52	348	4.06	.04
Storm Drainage	70	55	350	6.96	.008
Permitting and Inspections	72	57	220	4.85	.03

Top Priority Areas (Open-Ended)

Respondents were given the opportunity to list their top three priorities for the city of Hutto. Because they were open-ended, the responses were coded into categories. These open-ended responses were added together to determine the total number of mentions. Based on this approach, the most common priority area was economic development including more stores, shopping, restaurants, and entertainment options (194 mentions). There was a tie for the second and third most commonly listed areas. Traffic Flow, Signals, and Enforcement received 72 mentions as did Infrastructure, Roads, and Sewers.

Table 11: Top Priority Areas	
Economic Development	194
Traffic Flow/Signals/Enforcement	72
Infrastructure/Roads/Sewer	72
Parks, Library, Programs	64
Lower Taxes	61
Manage Growth	54
Jobs	43
Sidewalks/Bike Paths/ Trails	42
City Management/Cut Spending/Communication	41
Water Price and Quality	40
Safety/Emergency Services	35
Education/Schools	32
Code Enforcement/Cleanliness/Animal Control	20
Fire Station	18
Housing	18
Police	16
Public Transportation	8
Garbage	5
Clinic	3

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Task Force meeting requirements, including quorum, compliance with the Texas Open Meetings Act, role of officers, notice of meetings, and rules of procedure, and the possibility of combining the Communications Task Force and the ADA Task Force. (Councilmember Gordon)

Meeting: Thursday, November 18, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

These Task Forces were created by a majority vote on December 19, 2019. Item 11.C

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 7 ayes, 0 nay

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

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

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

Action: The motion passed unanimously with 7 ayes, 0 nay.

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

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

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

Action: The motion passed unanimously with 7 ayes, 0 nay.

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

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

City Council

AGENDA ITEM 13 C

To: City Council

Subject: Discussion and possible action of the Communication/Technology Task Force and the ADA/Electronic Information Resources Task Force

Meeting: City Council – 16 Jan. 2020

Department: Communications

Staff Contact: Stacy Schmitt

BACKGROUND INFORMATION:

This item is a result of a request by the City Council to draft a scope of work for two special task forces addressing improvements to communications and improvements to the use of technology in communications, specifically as those improvements relate to ADA compliance for individuals with disabilities.

There are two proposed task forces. The Communication/Technology Task Force will investigate improved methods of communication and make recommendations to the City Council and staff that could help improve communication with the public

The ADA/EIR (Electronic Information Resources) Task Force will specifically address improving communication with members of the public with disabilities.

Staff has drafted a purpose and scope for these two task forces and will present those to the City Council for guidance on how to proceed. Included in the presentation will also be a summary of the duties of the task forces and the application necessary to sign up to serve.

RECOMMENDATION:

Staff recommends that these two Task Forces be formed with five members each who must be residents of Hutto or its extraterritorial jurisdiction (ETJ) and selected by the City Council. It is proposed that there will be a staff liaison for each of the Task Forces and each Task Force will work closely with one designated Council member to be determined by the City Council.

ATTACHMENTS:

Scope for Communication/Technology Task Force
Scope and purpose for the ADA/EIR Task Force
Application for serving on either Task Force

CITY OF HUTTO, TEXAS
TASK FORCE APPLICATION

The City Council will use this application for their selection of individuals for appointments to specific task forces established to assist and advise the City Council on specific issues.

All information provided in this application is public information pursuant to the Texas Public Information Act.

All individuals appointed to serve on a Task Force will be required to complete training relative to the Texas Open Meetings Act and to the Texas Public Information Act.

Name _____

Telephone Numbers (Home) _____ (Cell) _____

Residential Address: _____

Email: _____

Business Address: _____

Business Telephone _____

Do you live inside the city limits of Hutto? Yes ◯ No ◯

If yes, how many years _____

Are you a registered voter? Yes ◯ No ◯

Voter Registration No. _____ (Required)

Have you graduated from Hutto Citizen's University? Yes ◯ No ◯

I AM INTERESTED IN SERVING ON THE FOLLOWING TASK FORCE:

Please check the appropriate boxes. If applying for more than one Task Force, please rank your preference by number using No. 1 as your first choice.

☐ Communications/Information Technology (IT) Task Force

☐ Americans with Disabilities Act (ADA)/Electronic Information Resource (EIR) Task Force

- What is your occupation or area of expertise?

- Work experience applicable to the City Task Force to which you are applying.

- Have you attended a City Council meeting before? Yes ◯ No ◯
- Have you recently attended a Board or Commission meeting?

  Yes ◯ No ◯
- Do you have knowledge/training regarding the applied for Task Force?

  Yes ◯ No ◯ If yes, please list:

- List any experience that qualifies you to serve in the positions indicated.

- Do you have working knowledge in any of the following areas? Please check all that apply.

☐	Real Estate/Development	☐	Banking/Finance
☐	Manufacturing/Industrial Operations	☐	Real Estate Management
☐	Business Development	☐	Communications/Marketing
☐	Law/Contract Administration	☐	Business Management
☐	Building/Construction	☐	Other: _____

- Do you currently serve on any other City Board or Commission at this time? If so, which Board or Commission?

- Do you have any business or personal relationship with the City of Hutto that would affect your ability to have impartial judgment in City matters? Attach separate page, if necessary.

Yes ◯ No ◯ If yes, explain.

- What type of services do you feel the Task Force to which you have applied has brought/ will bring to the community? Attach separate page if necessary.

FOR EACH TASK FORCE TO WHICH YOU ARE APPLYING, PLEASE COMPLETE A SEPARATE PAGE 4.

Task Force:

- Do you know the purpose of the Task Force(s) for which you have applied? Please provide a brief statement for each Task Force you have selected above. Attach a separate page, if necessary.

- What do you hope to contribute to the community by serving on the Task Force to which you are applying? Please address each task force you have selected above. Attach a separate page, if necessary.

- List any civic or community activities in which you have been involved.

- What is your Volunteer Experience?

I understand that if any member of the public makes a request for information included in this application for appointment must be disclosed under the Public Information Act. I also understand that it may not be legally possible to maintain the confidentiality of such information, and I hereby release the City of Hutto, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Public Information Act.

I swear that of the statements included in my application and attached addendum, if any, are true and correct. I hereby affirm I am aware of the requirements of the position and certify that I meet those requirements.

Applicant Signature _____ Date _____

All applications must be signed and submitted to the City Secretary. If there are no vacancies at the time of submittal, all applications are kept two (2) years from receipt of the application and will be destroyed as mandated.

Submit applications:

City of Hutto
Attn: Lacie Hale, City Secretary
500 W. Live Oak Street
Hutto, TX 78634
(512) 759-4839 Office

lacie.hale@huttotx.gov

The submittal and execution of the following Responsibilities of Task Force Members is a requirement of the application process.

Responsibilities of Task Force Members

To be selected as a City task force member is a high honor and provides an unusual opportunity for genuine public service. Although specific duties of each vary widely with the purpose for which they are formed, there are certain responsibilities common to all members. The following is a summary of those responsibilities.

1. Understand the role and scope of responsibility. Be informed of the task force scope of responsibility and operating procedures.

2. Be careful to represent the majority views of your task force. Individual "opinions" to the public and press are discouraged and, if given, should be identified as such.

3. Members should represent the public interest and not special interest groups.

4. Members are in a unique position of serving as a liaison between the City and its citizens and can help to reconcile contradictory viewpoints and to build a consensus around common goals and objectives.

5. Do your homework and be thorough in recommendations. View situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on careful preparation will strengthen the value of the group's recommendations.

6. Participate in continuing education opportunities offered by the City or related affiliate organizations.

7. Supportive relationships with the City Council and City staff are basic for successful operation of any task force. In contacting City personnel on items of consideration, the proper channel is through the designated City staff person providing staff support for your group.

8. Establish a good working relationship with fellow group members. Respect individual viewpoints, allow other members time to present their views fully before making comments, be open and honest, welcome new members, and strive to minimize political action on issues.

9. Council appointments to task forces are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

I acknowledge I have read the responsibilities and work on the community's behalf to uphold them.

Signature _____ **Date** _____

Mayor
Doug Gaul

Mayor Pro-tem
Tom Hines

Council Members
Scott Rose, Place 1
Tom Hines, Place 2
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Martinez, Place 5
Tanner Rose, Place 6

Interim **City Manager**
Charles W. Daniels

Jan. 16, 2020

CONTACT
Stacy Schmitt
Assistant to the City Manager and Public Information Officer
512-759-4929 (o)
stacy.schmitt@huttotx.gov

City of Hutto Communications/Technology Task Force

Purpose

The purpose of the Communication/Technology Task Force is to conduct research on methods to improve the City's communications efforts and to make recommendations to the City Council and staff that could help improve the communication offered by the City of Hutto.

Scope

The five-member Task Force will serve in an advisory capacity to the City Council and City staff in the areas of Communications and Technology as it relates to delivering information. The Task Force will be responsible for discovering the needs of the community to determine what forms of communication and technology are the most desired and most effective. The objective of the Communication/Technology Task Force is to advise the City Council of ways to improve all avenues of communication through research and review existing techniques and consider improvements and utilize new technologies where necessary.

Summary

Members of the Task Force must be residents of the City of Hutto and/or the Extraterritorial Jurisdiction (ETJ). Qualified applicants will be selected by the City Council for a one-year term and will serve in an advisory capacity only. Members will meet once per month and will prepare an agenda and document the meetings with official minutes. The Task Force will be responsible for reaching out to the community to determine what forms of communication and technology are the most desired and most effective in improving communication. The Task Force will ultimately be responsible for presenting their recommendations to the City for making the City's communication efforts more effective.

Application Process

Anyone living or working in the City of Hutto, and its ETJ, is eligible to apply for the Task Force. Simply fill out the online application (see attached) by Friday, February 7, 2020. Terms will begin in March. Council members will appoint all positions at a designated Council meeting and terms will begin in February.

Mayor
Doug Gaul

Mayor Pro-tem
Tom Hines

Council Members
Scott Rose, Place 1
Tom Hines, Place 2
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Martinez, Place 5
Tanner Rose, Place 6

Interim **City Manager**
Charles W. Daniels

Jan. 16, 2020

CONTACT
Stacy Schmitt
Assistant to the City Manager and Public Information Officer
512-759-4929 (o)
stacy.schmitt@huttotx.gov

City of Hutto ADA/Electronic Information Resources Task Force

Purpose

The purpose of the Americans with Disability Act/Electronic and Information Resources (EIR) task force is to improve accessibility to the documents and processes of city governance for people with physical, cognitive and learning disabilities.

Scope

The five-member Task Force will serve in an advisory capacity to the City Council and City staff in the area of electronic accessibility. This will begin with research and gap analysis. The group will then develop proposed guidance and techniques to make web content, content authoring, and user agent implementation accessible and more usable by people with cognitive and learning disabilities, as well as insure the physical processes are accessible by residents protected by the Americans with Disabilities Act. It will also review existing techniques and consider ways to improve them and recommend building new techniques where necessary. By using the Electronic Information Resources platform, the city will be aligned with the state regulations.

Summary

Members of the Task Force must be residents of the City of Hutto and/or the Extraterritorial Jurisdiction (ETJ). Qualified applicants will be selected by the City Council for a one-year term and will serve in an advisory capacity only. Members will meet once per month and will prepare an agenda and document the meetings with official minutes. The Task Force will be responsible for reaching out to the community to determine what accommodations and techniques will be best suited for increasing accessibility to the documents and processes of governance to those residents with physical, cognitive or learning disabilities. The Task Force will ultimately be responsible for presenting their recommendations to the City for making the City's accessibility efforts more effective.

Application Process

Anyone living or working in the City of Hutto, and its ETJ, is eligible to apply for the Task Force. Simply complete the online application (see attached) by Friday, February 7, 2020. Terms will begin in mid-February. Council members will appoint all positions at a designated Council meeting and terms will begin in February.

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action regarding potential violations by a Councilmember, pertaining to but not limited to dual office holding and possible action requesting county or district attorney or others for a formal AG opinion. (MPT Rose)
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

No supporting documentation

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible directing City Staff, bond counsel, financial advisors, and others to draft documents related to the potential sale of 2018 GO Bonds. (MPT Rose)
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

No supporting documentation.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action regarding the Certificate of Occupancy/Temporary Certificate of Occupancy process with a focus on the Hutto ISD facilities but not limited to only those for discussion. (MPT Rose)
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

No supporting documentation

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action regarding Bojorquez Law firm with discussion surrounding, but not limited to, legal expenses. (MPT Rose)
Meeting: Thursday, November 18, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

No supporting documentation

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on establishing a personnel handbook committee.
Meeting: Thursday, November 18, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

No supporting documentation

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Discussion with possible action acknowledging disclosure of potential conflict of interest regarding representation by Bojorquez Law Firm of Strategic Government Resources; and authorizing the Mayor to execute the acknowledgment letter.
Meeting: Thursday, November 18, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto - BLF Disclosure - SGR 11.10.21- AB

11675 Jollyville Road
Suite 300
Austin, Texas 78759

BOJORQUEZ LAW FIRM, PC
TexasMunicipalLawyers.com

Phone: (512) 250-0411
Fax: (512) 250-0749
TexasMunicipalLawyers.com

November 10, 2021

The Honorable Mike Snyder, Mayor
City of Hutto, Texas
via Email: mike.snyder@huttotx.gov

Re: Strategic Government Resources ("SGR")
Disclosure regarding Legal Representation

Mayor Snyder:

It is my understanding that the City of Hutto is considering utilizing the services of Strategic Government Resources ("SGR"). Thus, I am informing you that the Bojorquez Law Firm, P.C., has performed certain limited legal work SGR. Our firm was first engaged by SGR on February 11, 2021, for specific projects (as described below). We have never been engaged or consulted as SGR's general counsel. We are not on a general retainer. None of the legal services we have performed for SGR involved a relationship between SGR and the City of Hutto. Furthermore, we would decline any opportunity to represent SGR in regard to the City of Hutto.

Pete Haskel, *Of Counsel* to our firm, is currently advising SGR regarding insurance coverage and the standard language of responses to Requests for Proposals (RFPs), generally, and the usual contract forms SGR uses in working for cities throughout the United States. Such contracts include SGR providing temporary / acting / interim personnel for city management and other senior positions. However, the forms that SGR currently uses for providing interim personnel (other than for acting city attorneys) has not yet been altered or otherwise influenced based on advice from Pete or any other member of our firm.

Additionally, Pete and Jonathan Kaplan, also *Of Counsel* to the firm, are advising SGR on the protection of SGR's intellectual property, including the company's logo and assumed name.

If you have any questions or comments, please do not hesitate to contact me, directly.

Sincerely,

Alan Bojorquez
City Attorney
City of Hutto, Texas

cc: Dorothy Palumbo, of the firm
Cristian Rosas-Grillet, of the firm

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Ordinance No. O-2021-068 an ordinance amending the budget for the fiscal year of October 1, 2021, through September 30, 2022, by appropriating and setting aside the necessary funds for additional expenditures in accordance with existing statutory requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (First Reading)(Angie Rios)

Meeting: Thursday, November 18, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Budget Amendment Nov 2021
2. Budget Amendments 11-18-21

ORDINANCE NO. O-2021-068

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR ADDITIONAL EXPENDITURES, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; FINDING MUNICIPAL PURPOSES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Hutto adopted the City's Fiscal Year 2020-2021 Budget in September of 2021; and

WHEREAS, pursuant to Texas Local Government Code, Section 102.010, the City Council has determined that it is necessary to amend the City's FY 2021-2022 Budget, and that the budget amendment serves a municipal purpose.

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

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2021, and ending September 30, 2022, for the support of the general government of the City of Hutto, Texas, be amended as shown in Exhibit A.

SECTION 2. That the amendment, as shown in words and figures in Exhibit "A", is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2021 through September 30, 2022.

SECTION 3. The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this Ordinance in the manner and for the length of time prescribed by law and the City Charter.

SECTION 4. A copy of the amended budget shall be placed in the office of the Williamson County Clerk as required by Tex. Loc. Gov't. Section 102.011.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

SECTION 8. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter. 551, Tex. Gov't. Code

READ and **APPROVED** on the first reading this the **18th** day of **November 2021.**

READ, PASSED, and **ADOPTED** on the second reading of this __ day of **December, 2021** at a regular meeting of the City Council of Hutto, there being a quorum present.

CITY OF HUTTO

_____
Mike Snyder, Mayor

ATTEST

_____
Holly Nagy, City Secretary

EXHIBIT A

Budget Amendments

11/18/2021

General Services - Operating Fund (Fund 10)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
Human Resources			
Professional Services 10-010-004-6405	50,000	13,200	63,200
To adjust the budget for the compensation study started in the prior year.			
Finance			
Salaries 10-020-001-6001	763,923	(60,000)	703,923
Professional Services 10-020-001-6405	100,000	60,000	160,000
To adjust the budget for internal audit services and eliminate a budgeted position.			
Planning & Development			
Professional Services 10-030-021-6405	460,000	400,000	860,000
To adjust the budget for the comp plan started in the prior year.			
Non-departmental			
YMCA Building 10-100-000-6301	-	70,371	70,371
To adjust the budget for the YMCA agreement from prior year.			

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Ordinance No. O-2021-069 electing to readopt Article 20.04 Reinvestment Zones And Tax Abatement Agreements, as amended herein, authorizing the participation in tax abatement agreements, establishing guidelines and criteria governing tax abatement projects to encourage economic development in the City of Hutto; and provide for severability, repeal and an effective date.

Meeting: Thursday, November 18, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 2021.10.27 Hutto Tax Abatement Ordinance
2. Attachment 1 Form for Tax Abatement Compliance

CITY OF HUTTO, TEXAS
ORDINANCE NO. O-2021-069

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS ELECTING TO READOPT ARTICLE 20.04 REINVESTMENT ZONES AND TAX ABATEMENT AGREEMENTS, AS AMENDED HEREIN, AUTHORIZING THE PARTICIPATION IN TAX ABATEMENT AGREEMENTS, ESTABLISHING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT PROJECTS TO ENCOURAGE ECONOMIC DEVELOPMENT IN THE CITY OF HUTTO; PROVIDE FOR SEVERABILITY, REPEAL AND AN EFFECTIVE DATE

WHEREAS, §312.002, Texas Tax Code, requires a taxing unit to adopt a resolution establishing guidelines and criteria governing tax abatement agreements and stating that the taxing unit elects to become eligible to participate in tax abatement; and

WHEREAS, the City Council of the City of Hutto has previously expressed its intent to consider tax abatements though its adoption of Article 20.04 of the City of Hutto Code of Ordinances, regarding Reinvestment Zones and Tax Abatement Agreements; and

WHEREAS, Article 20.04 of the Code of Ordinances was most recently adopted on May 7, 2015, was not readopted after two years as required by law; therefore, it is of no effect; and

WHEREAS, PURSUANT TO §312.002, the City desires to adopt Tax Abatement Guidelines and Criteria: and

WHEREAS, the tax abatement guidelines and criteria shall be effective for two years unless amended or repealed by a vote of three-fourths of the City Council; and;

WHEREAS, the Hutto City Council elects to renew its eligibility to participate in tax abatements.

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

PART 1: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and adopted herein for all purposes.

PART 2: The City of Hutto is eligible to participate in tax abatement agreements pursuant to Chapter 312 of the Texas Tax Code.

PART 3: The City of Hutto hereby repeals Article 20.04 of its Code of Ordinances in its entirety and herby readopts and replaces Article 20.04 as amended to include Sections 20.04.001 through 20.04.015 as depicted in the attached Exhibit "A" to this resolution, for use in administering tax abatements in designated Tax Abatement Reinvestment Zones and is hereby adopted as if recited verbatim herein.

PART 4: If any section, sub-section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

PART 5: This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Hutto, Texas and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances or Ordinances are hereby repealed.

PART 6: This Ordinance shall be placed on a regular City Council meeting agenda to be considered for readoption, as required by Texas law, no later than the month of September 2023.

PART 7: That this Ordinance shall be effective immediately from and after its passage.

APPROVED AND ADOPTED by the City Council at a Regular City Council Meeting, this ____ day of November 2021.

APPROVED:

_____
Mayor, City of Hutto, Texas

ATTEST:

_____
Holly Nagy, City Secretary
City of Hutto, Texas

EXHIBIT "A"

ARTICLE 20.04 REINVESTMENT ZONES AND TAX ABATEMENT AGREEMENTS

Sec. 20.04.001 Purpose

A. The city, pursuant to chapter 312 of the Texas Tax Code, as amended, may authorize property tax abatements up to 100% to encourage the creation of jobs and economic growth of quality development that is desirable and improves the quality of life for its citizens. The purpose of this policy is to establish guidelines and criteria that guide the city's use of tax abatements as an economic development tool.

Sec. 20.04.002 Definitions

A. "Abatement" means the partial or full exemption of property from ad valorem taxes of certain real property and/or tangible personal property in a reinvestment zone designated by the City for economic development purposes.

B. "Abatement period" means the period during which all or a portion of the value of real property or tangible personal property that is subject to a tax abatement agreement is exempt from taxation. The abatement period shall not exceed ten (10) years.

C. "Agreement" means a contractual agreement between a property owner and the City for abatement of taxes.

D. "Applicant" means the owner/developer of the proposed economic development project.

E. "Appraisal district" means the Williamson County Appraisal District.

F. "Base year value" means the assessed value of property within the reinvestment zone on January 1 preceding the execution of the Agreement plus the agreed upon value of the eligible property improvements and tangible personal property made after January 1 but before the execution of the Agreement.

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

H. "Eligible Property" means real and tangible personal property for both new facilities and structures, and for the expansion or modernization of existing facilities and structures which are reasonably likely as a result of being granted abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within the City of Hutto, Texas.

I. "Expansion" means that addition of buildings, structure, machinery, equipment, tangible personal property, or payroll for purposes of increasing production capacity.

J. "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

K. “Freeport exemption” means the exemption of personal property consisting of inventory and goods that will be assembled, stored, manufactured, processed, or fabricated locally that will be transported out of the state within 175 days of acquisition.

L. “Improvements” mean the facilities or structures classified as real property improvements by the appraisal district.

M. "Ineligible Property" means land, existing improvements, and real property used primarily to provide services to the public, real property used for residential purposes, real property with a productive life of less than 10 years, tangible personal property that the Appraisal district classifies as inventory or supplies, real or tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, or any other property for which abatement is not allowed by law.

N. "Modernization" means complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices, or resource conservation equipment.

O. "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

P. “Owner” means the owner of the real property to which the abatement applies.

Q. “Personal property” means the property classified as personal property by the appraisal district.

R. "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

S. “Real property” means the land, or an improvement or other property classified as such pursuant to State law.

T. "Reinvestment Zone" means a geographic area which meets the criteria of Section 312.202 of the Texas Tax Code.

U. "Tangible Personal Property" means tangible personal property classified as such pursuant to State law but excluding inventory and/or supplies and tangible personal property that was located in the reinvestment zone at any time before the period covered by the Agreement with the City.

V. “Target industry” refers to industries and businesses that the city council has identified as being best suited for the city.

Sec. 20.04.003 Criteria for Tax Abatement

A. Creation of New Value. Abatement may only be granted for the additional value of eligible property improvements made after, and specified, in an abatement agreement between the City and the property owner, subject to such limitations as the City may require.

B. New and Existing Facilities. Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

C. Eligible Property. Abatement may be extended to the value of eligible property, as defined in Section 1(E) above.

D. Ineligible Property. Ineligible Property, as defined in Section l(H) above, shall be fully taxable and ineligible for tax abatement.

E. Economic Qualification. To be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement:

1) Must be expected to have an increased appraised ad valorem tax value of at least $5,000,000 based upon the Williamson County Central Appraisal District's assessment of the Eligible Property.

2) Must be expected to prevent the loss of payroll or retain, increase, or create a payroll on a permanent basis in Hutto, Texas.

Section 20.04.04 Standards for Tax Abatement

A. The following factors among others should be considered in determining whether to grant tax abatement and, if so, the percentage of value to be abated and the duration of the tax abatement:

1) Value of land and existing improvements, if any;

2) Type and value of proposed improvements;

3) Productive life of proposed improvements;

4) Number and type of new jobs to be created by proposed improvements;

5) Amount of local payroll to be created;

6) Whether persons residing or projected to reside within the City will have the opportunity to fill the new jobs being created;

7) Amount of local taxes to be generated directly;

8) Amount of property tax base valuation which will be increased during term of abatement and after abatement, which shall include a definitive commitment that such valuation, shall not, in any case, be less than $5,000,000;

9) The costs to be incurred by the City to provide facilities or services directly resulting from the new improvements;

10) The amount of ad valorem taxes to be paid to the City during the Abatement period considering: (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period;

11) The population growth of the City that occurs directly as a result of new improvements;

12) The types of public improvements, if any, to be made by the applicant seeking abatement;

13) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

14) The impact on the business opportunities of existing businesses;

15) The attraction of other new businesses to the area;

16) The overall compatibility with the zoning ordinances and comprehensive plan for the area; and

17) Whether the project is environmentally compatible with no negative impact on quality-of-life perceptions.

Sec. 20.04.005 Denial of Abatement.

G. Requests for Abatement will not be considered if it is determined that:

1) There would be substantial adverse effect on the provision of government service or tax base;

2) The applicant has insufficient financial capacity;

3) Planned or potential use of the property would constitute a hazard to public safety, health or morals;

4) Violation of other codes or laws;

5) Prior to the submission of an application, the project is already substantially underway or completed. A project will be substantially underway if actions such as, but not limited to, the following have occurred:

a. Site preparation (other than demolition or the clearing of land) or the installation of new infrastructure has begun;

b. A building permit has been issued for construction not associated with mitigating an environmental hazard;

c. Construction (including renovations or tenant finish-out) has begun; or

d. Equipment, inventory, or employees have been relocated to the new site.

e. Execution of a lease, the mitigation of environmental problems, the purchase of land, the completion of an environmental assessment, or the preparation of architectural and engineering plans do not constitute a project being substantially underway.

6) Any other reason deemed appropriate by the City Council.

Sec. 20.04.006 Taxability.

H. From the execution of the abatement to the end of the Agreement period, taxes shall be payable as follows:

1) The value of Ineligible Property shall be fully taxable; and

2) The Base Year Value of property in the Reinvestment Zone as determined each year shall be fully taxable. The additional value of new Eligible Property shall be fully taxable at the end of the abatement period.

Sec. 20.04.007 Tax Abatement Application Process

A. Submission of Application. All requests for tax abatement in the City of Hutto, Texas, shall be made by filing a written application with the Hutto Economic Development Corporation Type B. The application shall include:

1) A completed application form accompanied by a general description of the project to be undertaken;

2) A map and a legal description of the property (metes and bounds);

3) A list of the kind, number, and location of all improvements on the property;

4) A descriptive list of the proposed improvements for which tax abatement is requested;

5) A time schedule for undertaking and completing the proposed improvements;

6) In the case of a modernization or expansion project, a statement of the assessed value of the property, separately stated for real and tangible personal property, shall be given for the tax year immediately preceding the application; and

7) Such financial and other information, as the City deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

B. Application Review and Evaluation.

1) The Economic Development Corporation's Executive Director or his designee shall accept and review all applications for accuracy and completeness. No request for tax abatement shall be considered until it is determined that a complete application has been received as determined by the Economic Development Corporation's Executive Director.

2) The Hutto Economic Development Corporation (HEDC) will review the application to ensure the request complies with state law, Board and City policy. The HEDC shall make a recommendation to the city council regarding the treatment of the application.

3) The city council shall confer on the project in Executive Session and, if warranted, direct the Hutto Economic Development Corporation Type B to develop, negotiate and establish a tax abatement and economic development agreement with the applicant and approved by the applicant for consideration by the city council for approval.

4) The agreement shall contain the following:

a. List the kind, number, and location of all proposed improvements of the property;

b. Provide access to and authorize inspection of the property by city employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;

c. Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

d. Provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;

e. Contain each term agreed to by the owner of the property;

f. Require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement (See Attachment 1);

g. Contain the number of years the agreement is in effect;

h. Provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement;

i. The recapture of all, or a portion of property tax revenue lost as a result of the agreement if the owner of the property fails to create all of a portion of the number of new jobs provided by the agreement, if the appraised value of the property subject to the agreement does not attain a value specified in the agreement, or if the owner fails to meet any other performance criteria provided by the agreement.

j. Notice of a proposed abatement shall be given to other taxing jurisdictions in accordance with state law.

k. Approval of an abatement agreement must be approved by an affirmative vote of a majority of the city council at a meeting conducted in compliance with the Texas Open Meetings Act.

Sec. 20.04.008 Designation of A Reinvestment Zone

A. The City Council may not approve an ordinance designating a Reinvestment Zone until it has held a public hearing at which interested parties are entitled to speak and present evidence for or against its designation. Notice of the hearing shall be published in a general circulation publication at least seven days prior to the hearing.

B. Prior to entering into a Tax Abatement Agreement, the City Council, may, at its option, hold a public hearing at which interested parties shall be entitled to speak and present written materials for or against the approval of the Tax Abatement Agreement.

Sec. 20.04.009 Tax Abatement Agreement

A. Not later than the seventh day before the date on which the City enters into the Abatement Agreement, the City shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the City intends to enter into the Agreement. The notice shall

include a copy of the prepared Agreement.

B. Approval of an Agreement shall be by formal adoption of a resolution and execution of the Agreement with the owner of the Facility. The Agreement shall, but not be limited to the following:

1) Include a list of the kind, number, and location of all proposed improvements to the property;

2) Provide access to and authorize inspection of the property by the City to ensure compliance with the Agreement;

3) Limit the use of the property consistent with the City's development goals;

4) Provide for recapturing property tax revenues that are lost if the property owner fails to make the improvements as provided by the Agreement;

5) Include each term that was agreed upon with the property owner;

6) Require the owner to comply with the reporting requirements set forth in Section 6, below; and

7) Allow the City to cancel or modify the Agreement at any time if the property owner fails to comply with the terms of the Agreement.

Sec. 20.04.010 Reporting Requirements

A. Bi-Annual Status Reports. The owner shall provide to the City copies of the "Reimbursing Employer's Quarterly Report" (or similar report by whatever name) required to be filed with the Texas Workforce Commission (or successor agency) for purposes of administering the Texas Unemployment Compensation Act. (Tex. Labor Code, Chapter 201 et. seq.); and report to the City its employment level, distributed by wage brackets, and the addition or deletion of capital assets in excess of $250,000, and any other pertinent information requested by the City that would affect the ability of the local operation to maintain its status as a going concern. The reports shall be prepared on a bi-annual basis (January 1 and July 1) and shall be submitted to the City Manager or his designee no later than 30 days following the end of each six-month calendar period.

B. Annual Compliance Certification. In addition, on an annual basis, the owner shall certify its compliance with each applicable term of the Agreement. Such annual report shall be prepared on a calendar year basis and shall be submitted to the City Manager or his designee in the form attached hereto as "Attachment l", no later than ninety (90) days following the end of each such calendar year. It will be the responsibility of the owner to provide the reports as requested; the City is not obligated to request said reports and will not certify the owner's eligibility to receive any tax abatement without the reports. Failure to provide these required reports in a timely manner shall constitute grounds for termination of the Agreement. Annual certificates of compliance shall be filed with the City Secretary.

Sec. 20.04.011 Confidentiality

A. Subject to the provisions and limitations of Chapter 552 of the Texas Government Code, information provided to the City of Hutto in connection with an application for a tax abatement or request for the creation of a reinvestment zone for the purposes of tax abatement in accordance with these Guidelines and Criteria, and which describes the specific process or business activities to be conducted or equipment or other property to be located on the property for which the tax abatement is sought, is confidential and not subject to public disclosure until the tax abatement agreement is executed. Texas Tax Code § 312.003. The

information in the custody of the City of Hutto, Texas after, the agreement is executed, will be treated as confidential to the extent allowed by law.

Sec. 20.04.012 Administration

A. Annual Assessment. The Williamson County Central Appraisal District annually determines an assessment of the real and personal property subject to a tax abatement agreement. Each year, the owner shall timely file renditions of value and annual applications for abatement with the appraisal district as may be necessary for the abatement.

B. Annual Evaluation. Upon completion of construction, the City Manager or a chosen designee selected by the City Manager, individually or in conjunction with the Hutto Economic Development Corporation Type B and other taxing entities which may be participating in an abatement, shall annually evaluate each facility receiving tax abatement to ensure compliance with the Agreement and prepare a written report to the City Council illustrating compliance or identified violations of the Agreement.

Sec. 20.04.013 Recapture

A. Tax abatement agreements will provide for recapture of abated property taxes if the company or individual (1) allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the Agreement.

Sec. 20.04.014 Sunset Provision

A. These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended or readopted by three quarters vote of the City Council, at which time all reinvestment zone and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria may be modified, renewed, or eliminated.

Sec. 20.04.015 Discretion of The City Council Retained

A. The adoption of the Guidelines and Criteria by the City do not:

1) Limit the discretion of the City Council to decide whether to enter into a specific tax abatement agreement;

2) Limit the discretion of the City Council to delegate to its staff the authority to recommend whether the City Council should consider a request for tax abatement;

3) Create any property, contract, or other legal right in any person to have the City Council consider or grant a specific request for tax abatement; or

4) Limit the ability to deviate from these Guidelines and Criteria for good cause and as may be allowed by law.

Sec. 20.04.016 Compliance Form Adopted

A. The following form is adopted for use in the process of obtaining proof of compliance by an Agreement recipient:

ATTACHMENT 1
[FORM]

STATE OF TEXAS §

CITY OF_____ §

ANNUAL STATEMENT OF COMPLIANCE WITH

TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND [OWNER]

_____("Owner") hereby certifies to the City Council of the City of _____, Texas ("City") that Owner is in compliance with the terms of the Agreement with the City,entered into on the __ day of___. 20_.

Attached to this statement of compliance are true and correct copies of documents that establish Owner's compliance with the terms of the Agreement (e.g., receipt from__County Tax Office).

Signed this_____day of_____, 20__.

_____
[Insert Name]
[Insert Title]

ACKNOWLEDGMENT

This instrument was acknowledged before me on the__day_____, 20_, by _____, as the_____of [Owner] on behalf of said company.

_____
Notary Public, State of Texas

ATTACHMENT 1 [FORM]

STATE OF TEXAS §

CITY OF §

ANNUAL STATEMENT OF COMPLIANCE WITH
TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND [OWNER]

("Owner") hereby certifies to the City Council of the City of
, Texas ("City") that Owner is in compliance with the terms of the Agreement with the City, entered into on the _ day of . 20 .

Attached to this statement of compliance are true and correct copies of documents that establish Owner's compliance with the terms of the Agreement (e.g., receipt from County Tax Office).

Signed this day of , 20__.

_____
[Insert Name]
[Insert Title]

ACKNOWLEDGMENT

This instrument was acknowledged before me on the day , 20_, by
, as the of [Owner] on behalf of said company.

Notary Public, State of Texas

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2021-070 approving the proposed annexation of the Hanson - Tasto Tract, 30.3 acres, more or less, of land, and to establish the base zoning for the property as SF-R (Single-Family Residential - Rural Estate). (First Reading)(Ashley Lumpkin).
Meeting:	Thursday, November 18, 2021
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The subject property has a Development Agreement in Lieu of Annexation to annex prior to development occurring. The specific agreement is attached. This annexation is for a portion of the tract that is proposing voluntary annexation and PUD zoning for a hybrid multi-family project and commercial zoning.

SUMMARY OF REQUEST:

The proposed Planned Unit Development is also on this agenda. The applicant requests discussion on the proposed PUD in tandem with the annexation request.

STAFF REVIEW:

Staff recommends approval of the voluntary annexation.

FINANCIAL IMPACT:

Not applicable with this request.

POLICY IMPLICATIONS:

Not applicable with this request.

ATTACHMENTS:

1. SchmidtsCreekAnnex(30.3ac)-LOI
2. Schmidts Creek Annex Ord
3. SchmidtsCreekAnnex(30.3ac)-Survey
4. SchmidtsCreekAnnex(30.3ac)-Deed
5. Hanson(70.096)r

September 13, 2021

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

Re: Application for Annexation; 30.3 acres located at 450 Ed Schmidt Blvd, Hutto, TX 78634; a portion of WCAD parcel R020489 & R020490 (the "Property")

Dear City of Hutto:

The Property located 450 Ed Schmidt Blvd and is contiguous to the city limits. It is less than half a mile in width and there is 1 (one) resident living on the property. The Property is currently unzoned and has a residence on the Property.

If you have any questions regarding this annexation, please do not hesitate to contact me at your convenience.

Sincerely,

Amanda C. Brown

ORDINANCE NO. O-2021-070

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 30.3 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO'S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Hutto, Texas (the "City") is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter, and;

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of the tracts of land containing 30.3 acres, more or less, of land, being out of the Nathaniel Edwards Survey, Abstract No. 225 in Williamson County, Texas, and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

WHEREAS, the procedures prescribed by the Charter of the City of Hutto and the applicable laws of the State of Texas have been duly followed with respect to the Property, and;

WHEREAS, such Property is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside, and;

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens, and;

WHEREAS, and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with, and;

WHEREAS, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit "A"** should become annexed.

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

SECTION I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

SECTION II.

That the Property described in the attached **Exhibit "A"**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby and made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as SF-R (Single Family Residential – Rural Estate) Zoning District.

SECTION III.

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Hutto, and hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

SECTION IV.

That the appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official maps and boundaries of the City of Hutto, heretofore adopted and amended, so as to include the aforementioned territory hereby annexed, be and are hereby amended as part of the City of Hutto, Texas, as required by law.

SECTION V.

That the City Secretary is hereby directed and authorized to file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas.

SECTION VI.

If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

SECTION VIII.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

SECTION IX.

This ordinance shall take effect and be in force from and after its passage.

READ and **APPROVED** on first reading on this the **18th** day of **November, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

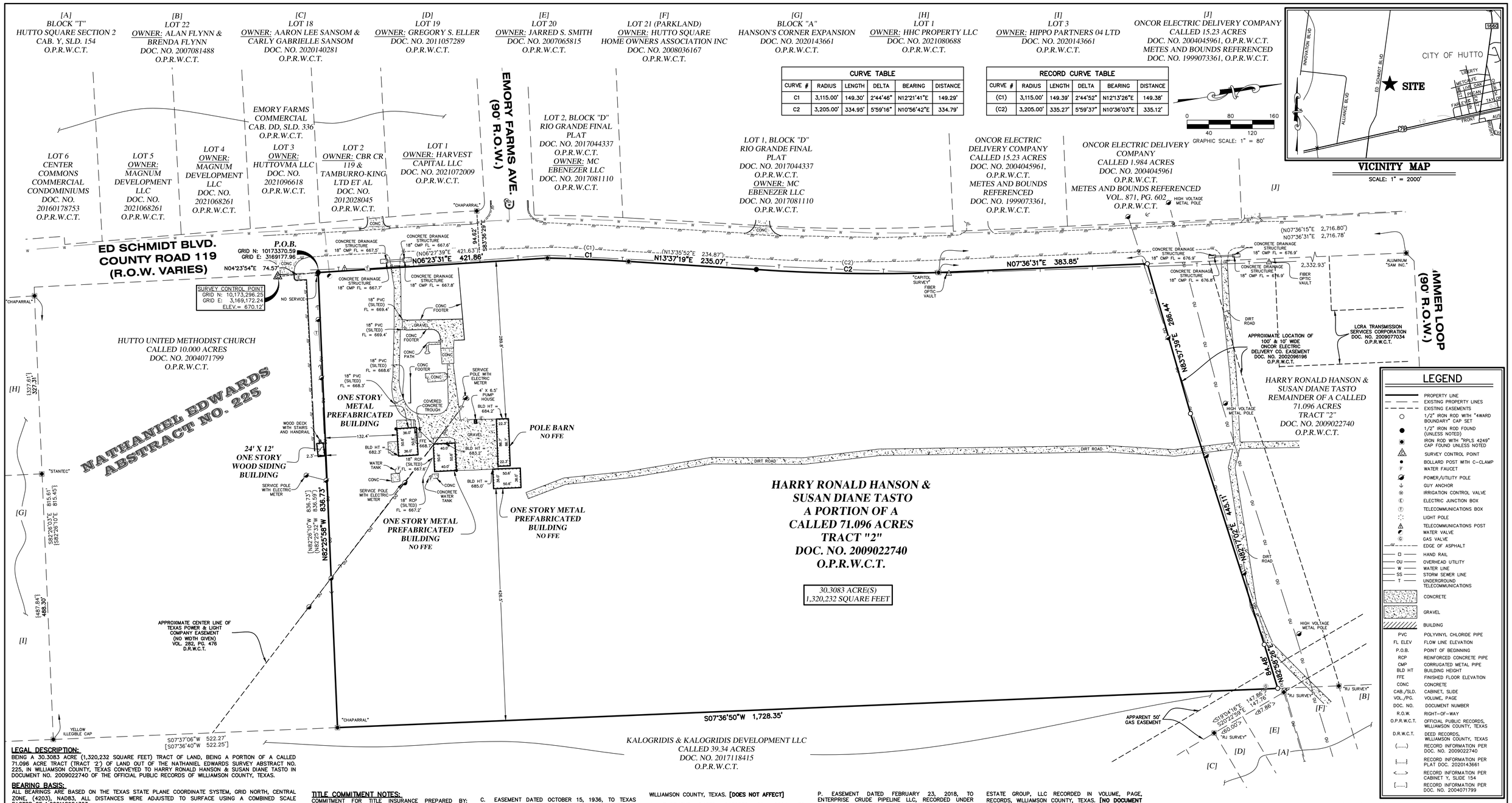
READ, PASSED and **ADOPTED** on first reading of ordinance this the **18th** day of **November, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary



LEGAL DESCRIPTION:
BEING A 30.3083 ACRE (1,320,232 SQUARE FEET) TRACT OF LAND, BEING A PORTION OF A CALLED 71.096 ACRE TRACT (TRACT "2") OF LAND OUT OF THE NATHANIEL EDWARDS SURVEY ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS CONVEYED TO HARRY RONALD HANSON & SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000118984303.

SURVEY CONTROL:
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JULY 19, 2021.

UTILITY NOTE:
THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

GENERAL NOTES:
1) PROPERTY ADDRESS: ED SCHMIDT BLVD. HUTTO, TEXAS 78634
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.
4) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES.
5) AT THE TIME OF THE FIELD SURVEY, THERE WAS NO EVIDENCE THAT THIS SITE IS OR WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
6) THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: TEXAN TITLE INSURANCE COMPANY
G.F. NO.: 21061531
EFFECTIVE DATE: JUNE 30, 2021
ISSUED: JULY 12, 2021

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:
[DELETED]

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. EASEMENT DATED AUGUST 7, 1925, TO LONE STAR STATE POWER CO., INC., RECORDED IN VOLUME 224, PAGE 375, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

B. EASEMENT DATED JUNE 15, 1928, TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 240, PAGE 228, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–BLANKET EASEMENT]**

C. EASEMENT DATED OCTOBER 15, 1936, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 476, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–SHOWN ON SURVEY]**

D. EASEMENT DATED SEPTEMBER 18, 1941, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 310, PAGE 83, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–AMBIGUOUS DESCRIPTION]**

E. EASEMENT DATED JUNE 28, 1972, TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 730, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

F. EASEMENT DATED DECEMBER 29, 1975, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 624, PAGE 651, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

G. EASEMENT DATED FEBRUARY 5, 1981, TO SEMINOLE PIPELINE COMPANY, RECORDED IN VOLUME 826, PAGE 343, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–AMBIGUOUS DESCRIPTION]**

H. EASEMENT DATED JANUARY 9, 1981, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 858, PAGE 3, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

I. EASEMENT DATED NOVEMBER 26, 2002, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2002096196, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

J. EASEMENT DATED OCTOBER 29, 2004, TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005007566, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

K. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074210, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

L. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074211, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

M. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074212, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

N. EASEMENT DATED OCTOBER 1, 2009, TO LCRA TRANSMISSION SERVICES CORPORATION, RECORDED UNDER DOCUMENT NO. 2009077034, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

O. EASEMENT DATED FEBRUARY 23, 2018, TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER DOCUMENT NO. 2018022446, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND MERGER RECORDED IN DOCUMENT NO. 2020082921, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

P. EASEMENT DATED FEBRUARY 23, 2018, TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER DOCUMENT NO. 2018110446, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

R. TERMS, CONDITIONS AND STIPULATIONS OF THE RECORDING MEMORANDUM OF RIGHT OF ENTRY, POSSESSION AND USE AGREEMENT DATED DECEMBER 21, 2016, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND ENTERPRISE CRUDE PIPELINE, LLC RECORDED UNDER DOCUMENT NO. 2017012109, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND MERGER RECORDED UNDER DOCUMENT NO. 2020082921, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

S. TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO]**

T. TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

U. TERMS, CONDITIONS AND STIPULATIONS OF THE TRI–PARTY AGREEMENT DATED JUNE 1, 2018, BY AND BETWEEN HARRY RON HANSON, SUSAN DIANE TASTO, AND MARCELLA L. MCCARTHY AND ENDEAVOR REAL ESTATE GROUP, LLC RECORDED IN VOLUME, PAGE, RECORDS, WILLIAMSON COUNTY, TEXAS. **[NO DOCUMENT PROVIDED]**

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48491C0520F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER 20, 2019.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ALTA/NSPS CERTIFICATION:
TO: ASPEN TOPCO II ACQUISITIONS, LLC, SUSAN DIANE TASTO AND HARRY RONALD HANSON, LONGHORN TITLE COMPANY AND TEXAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–4, 7(a), 8, 11, AND 13 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON (JULY 28, 2021).

8/3/2021
JASON WARD, RPLS — DATE
TEXAS REGISTRATION NO. 5811

STATE OF TEXAS REGISTERED JASON WARD 5811 PROFESSIONAL LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY OF 30.3083 ACRES OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225
City Of Hutto ETJ, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/3/2021
Project:	01274
Scale:	1" = 80'
Reviewer:	PRB
Tech:	JB
Field Crew:	MW/JG
Survey Date:	JULY 2021
Sheet:	1 OF 1

P:\01274\Dwg\01274.dwg

EXHIBIT "_____"

TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.3083 ACRES (1,320,232 SQUARE FEET) OUT OF THE NATHANIAL EDWARDS SURVEY, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 71.096 ACRES TRACT CONVEYED TO HARRY RONALD HANSON AND SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 30.3083 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of Ed Schmidt Boulevard (County Road 119 – right-of-way varies), being the northwest corner of a called 10.000 acres tract conveyed to Hutto United Methodist Church in Document No. 2004071799 (O.P.R.W.C.T.), and being the southwest corner of said Hanson and Tasto 71.096 acres tract, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north line of said United Methodist Church tract, with east right-of-way line of said Ed Schmidt Boulevard and the west line of said Hanson and Tasto 71.096 acres tract the following five (5) courses and distances:

1) **N06°23'31"E**, a distance of **421.86** feet to an iron rod with "RPLS 4249" cap found for a non-tangent point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **3,115.00** feet, whose arc length is **149.30** feet and whose chord bears **N12°21'41"E**, a distance of **149.29** feet to an iron rod with "RPLS 4249" cap found for an angle point hereof,
3) **N13°37'19"E**, a distance of **235.07** feet to a 1/2-inch iron rod found for a non-tangent point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **3,205.00** feet, whose arc length is **334.95** feet and whose chord bears **N10°56'42"E**, a distance of **334.79** feet to an iron rod with "Capital Survey" cap found for an angle point hereof,
5) **N07°36'31"E**, a distance of **383.85** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northwest corner hereof, being the south line of a 100' and a 10' wide Oncor Electric Delivery Company Easement recorded in Document No. 2002096196 (O.P.R.W.C.T.);

THENCE, with the south line of said Oncor Electric Delivery Company Easement and the north line hereof, the following three (3) courses and distances:

1) **N83°57'39"E**, a distance of **286.44** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
2) **N82°17'02"E**, a distance of **445.11** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
3) **N82°58'26"E**, a distance of **84.48** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, being the west line of said Hanson and Tasto 71.096 acres tract, and being in the west line of a called 39.34 acres tract conveyed to Kalogridis & Kalogridis Development LLC in Document No. 2017118415 (O.P.R.W.C.T.);

THENCE, leaving the south line of said Oncor Electric Delivery Company Easement, with the common line of said Hanson and Tasto 71.096 acres tract and said Kalogridis & Kalogridis Development tract,

S07°36'50"W, a distance of **1,728.35** feet to an iron rod with "Chaparral" cap found for the southeast corner hereof, being the southeast corner of said Hanson and Tasto 71.096 acres tract, and being the northeast corner of said United Methodist Church tract, from which an iron rod with illegible yellow cap found for the southeast corner of said United Methodist Church tract, being the northeast corner of Lot 3, Block "A" Hanson's Corner Expansion, a subdivision recorded in Document No. 2020143661 (O.P.R.W.C.T.) bears, S07°37'06"W, a distance of 522.27 feet;

THENCE, leaving the west line of said Kalogridis & Kalogridis Development tract, with the common line of said United Methodist Church tract and said Hanson and Tasto 71.096 acres tract, **N82°25'58"W**, a distance of **836.73** feet to the **POINT OF BEGINNING** and containing 30.3083 Acres (1,320,232 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000111448862. See attached sketch (reference drawing: 01274.dwg.)

8/3/2021

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

DEED 2010053480
4 PGS

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

HARRY RONALD HANSON INDEPENDENT EXECUTOR OF THE ESTATE OF JACKIE S. HANSON, DECEASED	**TO**	**SUSAN DIANE TASTO AND HARRY RONALD HANSON**

EXECUTOR'S DEED

STATE OF TEXAS, §
§
COUNTY OF WILLIAMSON §

THAT, WHEREAS, the Last Will of JACKIE S. HANSON, Deceased, was duly admitted to probate on the 9th day of March, 2010, by the County Court at Law No. 4 of Williamson County, Texas, in Cause No. 10-0078-CP4, and HARRY RONALD HANSON was appointed Independent Executor of the Will ("Estate"), and

WHEREAS, JACKIE S. HANSON, by her Will, devised the following described real property to SUSAN DIANE TASTO and HARRY RONALD HANSON, and the Independent Executor, HARRY RONALD HANSON, desires the devise be recorded in the Official Public Records of Williamson County, Texas; and

NOW, THEREFORE, I, HARRY RONALD HANSON, acting in my capacity as Independent Executor of the Will of the Estate of JACKIE S.

STATE OF TEXAS,

COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this 6th day of August, 2010, by Harry Ronald Hanson, Independent Executor of the Estate of Jackie S. Hanson, Deceased.

DONNA ROBINSON
MY COMMISSION EXPIRES
January 28, 2014

Donna Robinson
Notary Public in and for
The State of T E X A S

AFTER RECORDING,
PLEASE RETURN TO:
LAW FIRM OF TED W. HEJL
P.O. BOX 192
TAYLOR, TEXAS 76574

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2010053480
Nancy E. Rister
08/12/2010 11:50 AM
JNETHERBY $28.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

(1) Ted W. Hejl
E
311 Talbot St
PO Box 192
Taylor, Tx 76574

DEED 2011040336
4 PGS

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

HARRY RONALD HANSON AND SUSAN DIANE TASTO AS INDEPENDENT CO-EXECUTORS OF THE ESTATE OF HARRY E. HANSON, DECEASED	**TO**	**HARRY RONALD HANSON, INDIVIDUALLY AND SUSAN DIANE TASTO, INDIVIDUALLY**

EXECUTOR'S DEED

STATE OF TEXAS, §
§
COUNTY OF WILLIAMSON §

THAT, WHEREAS, the Last Will of HARRY E. HANSON, Deceased, was duly admitted to probate on the 28th day of April, 2011, by the County Court at Law No. 4 of Williamson County, Texas, in Cause No. 11-0202-CP4, and HARRY RONALD HANSON and SUSAN DIANE TASTO were appointed Independent Co-Executors of the Will ("Estate"), and

WHEREAS, HARRY E. HANSON, by his Will, devised the following described real property to HARRY RONALD HANSON and SUSAN DIANE TASTO, and the Independent Co-Executors, HARRY RONALD HANSON and SUSAN DIANE TASTO, desire the devise be recorded in the Official Public Records of Williamson County, Texas; and

NOW, THEREFORE, WE, HARRY RONALD HANSON and SUSAN DIANE TASTO, acting in their capacity as Independent Co-Executors of the Will of

the Estate of HARRY E. HANSON, Deceased, for the partition and settlement of the HARRY E. HANSON Estate, and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to me this day cash in hand paid by HARRY RONALD HANSON and SUSAN DIANE TASTO, hereinafter called "Grantees", the receipt of which is hereby acknowledged and confessed, and for which no lien express or implied, is herein retained; and

Has GRANTED, TRANSFERRED AND CONVEYED, and by these presents does GRANT, TRANSFER AND CONVEY unto HARRY RONALD HANSON, of 1800 CR 119, in Hutto, Williamson County, Texas, 78634, and SUSAN DIANE TASTO, of 14 Heritage Oak Court, in Lake Jackson, Brazoria County, Texas, 77566, herein called Grantees, the undivided interest held by the Estate in and to the following described real property, to-wit:

(1) That certain 16.516 acre tract of land more or less, situated in the J. Shelton Survey, Abstract No. 560, and N. Edwards Survey, Abstract No. 225, Williamson County Texas, and being more particularly described as Tract One in Deed dated February 9, 2009, and recorded under Document 2009022740, in the Official Public Records, Williamson County, Texas.

(2) That certain 71.096 acre tract of land more or less, situated in the N. Edwards Survey, Abstract No. 225, located in Williamson County Texas, being a part and out of a called "109.85 Acres" conveyed in a Deed from Eric E. Ecklund, et ux, to Carl A. Hanson, dated February 28, 1940, and recorded in Volume 301, Page 325, of the Deed Records of Williamson County, (DRWC) also, being all of a called "15.96 Acres" conveyed in a Partition Deed from Eric C. Eklund, et ux, to Ellen Hanson, dated February 28, 1940, and recorded in Volume 301, Page 327, (DRWC)

and being more particularly described as Tract Two in a Deed dated February 9, 2009, and recorded under Document 2009022740, in the Official Public Records, Williamson County, Texas.

TO HAVE AND TO HOLD the above described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantees, their heirs, executors, administrators, successors and assigns forever. This Deed is made, subject to easements, rights-of-way, and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, that affect the property, any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements, taxes for 2011, the payment of which Grantees assume, and subsequent assessments for that and prior years due to change in and usage, ownership, or both, the payment of which Grantees assume.

DATED this 16th day of June, 2011.

Harry Ronald Hanson

HARRY RONALD HANSON
Independent Co-Executor of the
Estate of HARRY E. HANSON,
Deceased

STATE OF TEXAS,

COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this 16th day of June, 2011, by Harry Ronald Hanson, Independent Co-Executor of the Estate of Harry E. Hanson, Deceased.

DONNA ROBINSON
MY COMMISSION EXPIRES
January 28, 2014

Donna Robinson
Notary Public in and for
The State of T E X A S

Susan Diane Tasto
SUSAN DIANE TASTO
Independent Co-Executor of the
Estate of HARRY E. HANSON,
Deceased

STATE OF TEXAS,

COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this 16th day of June, 2011, by Susan Diane Tasto, Independent Co-Executor of the Estate of Harry E. Hanson, Deceased.

DONNA ROBINSON
MY COMMISSION EXPIRES
January 28, 2014

Donna Robinson
Notary Public in and for
The State of T E X A S

AFTER RECORDING,
PLEASE RETURN TO:
LAW FIRM OF TED W. HEJL
P.O. BOX 192
TAYLOR, TEXAS 76574

This instrument was prepared based on information furnished by the parties, and no independent title search has been made

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2011040336

Nancy E. Rister

06/22/2011 08:29 AM
MARIA $28.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

ELECTRONICALLY RECORDED 2019035405
Williamson County, Texas Total Pages: 9

RESOLUTION NO. R-19-03-21-8G

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HARRY RONALD HANSON AND SUSAN DIANE TASTO, FOR 70.096 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Harry Ronald Hanson and Susan Diane Tasto, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **21st** day of the month **March 2019.**

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

THE CITY OF HUTTO
INCORPORATED 1911

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Harry Ronald Hanson and Susan Diane Tasto** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **70.096 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Entered into this 18th day of December, 20 18.

Harry Ronald Hanson

Harry Ronald Hanson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18th day of December, 2018, by Harry Ronald Hanson, Owner.

LAURIE A KUNZE ID # 363002-0 NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-15-2022

Laurie A. Kunze

Notary Public, State of Texas

Susan Diane Tasto

Susan Diane Tasto, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of December, 2018, by Susan Diane Tasto, Owner.

Kathryn M. Foley

Notary Public, State of Texas

KATHRYN M FOLEY Notary Public STATE OF TEXAS ID#255390-8 My Comm. Exp. May 22, 2021

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.

LISA L. BROWN
Notary Public, State of Texas
Comm. Expires 02-07-2022
Notary ID 4844574

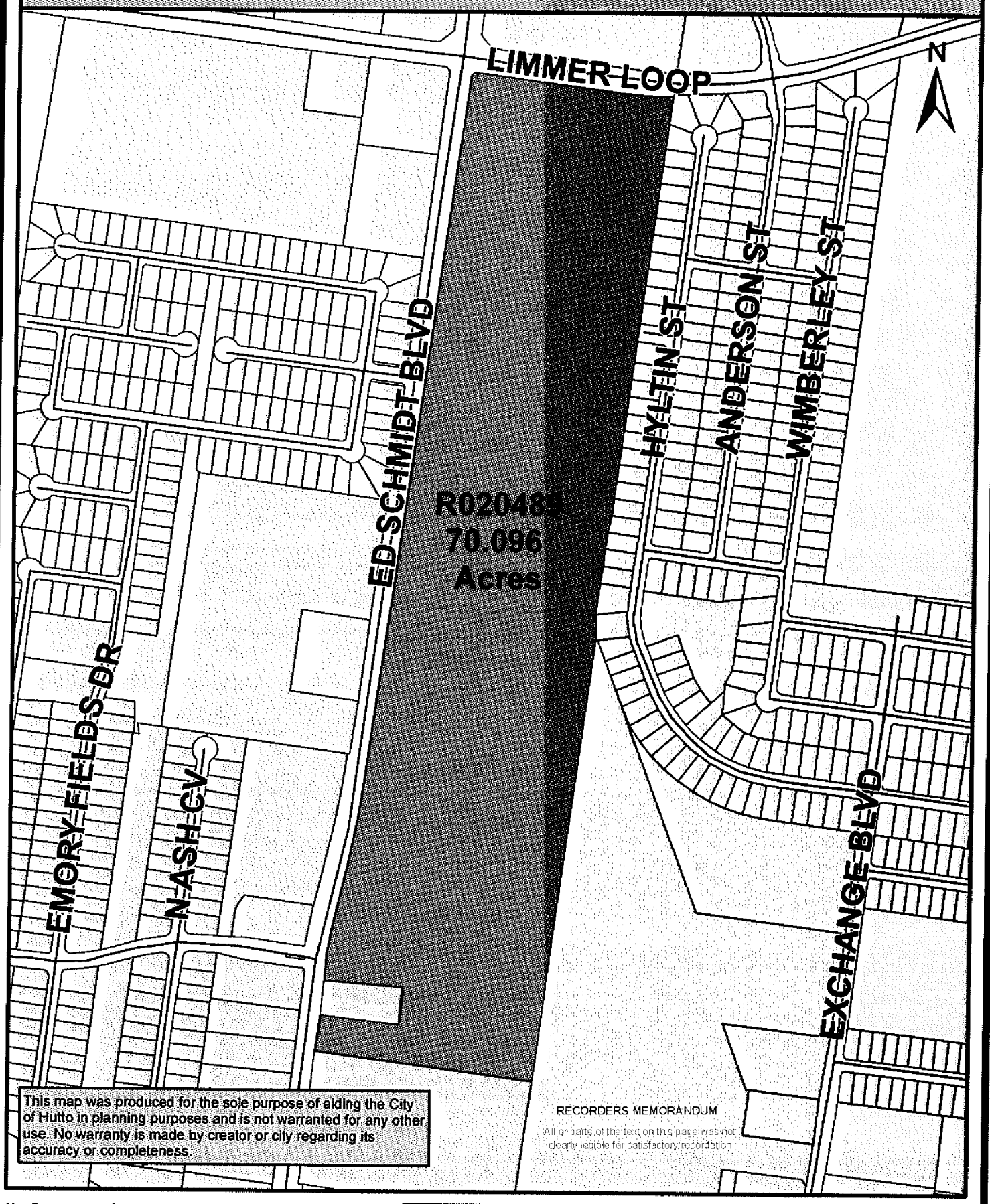
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HANSON TRACT - 1 (R020489):
70.096 ACRES OUT OF THAT CERTAIN 71.096 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE N. EDWARDS SURVEY, ABSTRACT NO. 225, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED DATED JUNE 16, 2011 AND RECORDED AS DOCUMENT NO. 2011040336, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hanson 1



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

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

Map Document: (K:\SITE LOCATION MAPS\2018 Site Location Maps\Annexation_Maps\Hanson_1.mxd)

9/5/2018 – 4:06:37 PM

CITY OF HUTTO

0 250 500 1,000

Feet

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2019035405

Pages: 9 Fee: $53.00
04/29/2019 09:58 AM

Nancy E. Rister,County Clerk
Williamson County,Texas

AGENDA ITEM REPORT

To:	Planning and Zoning Commission
Subject:	Consideration of a public hearing and possible action on Ordinance No. O-2021-071 on the proposed Planned Unit Development (PUD) zoning request for the property known as Schmidt's Creek Planned Unit Development (PUD), 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard. The land use proposal is detached and attached residential and commercial uses. (First Reading) (Ashley Lumpkin)
Meeting:	Thursday, November 18, 2021
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The proposal consists of a 30.3 acre parcel that is proposed to be annexed into the city, zoned SF-R as agreed upon in the Development Agreement in Lieu of Annexation, and subsequently zoned Planning Unit Development.

WEST: Local Business (B-1) Retail, Restaurant, and Daycare Uses
NORTH: ETJ, Vacant
EAST: Multi-Family (MF-1), Vacant and Proposed Multi-Family
SOUTH: ETJ, Church

SUMMARY OF REQUEST:

The overall site is approximately 30.3 acres in size. It is proposed to include 2.6 acres of Commercial, Live Oak Street R.O.W. and MF zoning in two pods. On-site detention is also proposed. The Schmidt's Creek PUD is based on two zoning districts: Commercial (B-2) and Multi-Family (MF). After discussion at Planning and Zoning Commission, there is a recommendation of approval to allow B-1, Local Commercial, instead of B-2, General Commercial zoning district, so that more intense uses would have to seek Specific Use Permit approval (Gas stations and other similar uses are not allowed by-right within the B-1 District).

The commercial portion of the tract is 2.6 acres in size and will follow the UDC uses and site design requirements.

The MF sections include up to 267 units to be constructed around common open space, shared amenities and access drives. The products include detached and attached horizontal multi-family units. The detached units will have individual entries and private fenced yards. No more than 6 attached units will be permitted. The PUD is a for-rent development on a single lot. The maximum building height is 35' (2 stories) and impervious cover is 65%.

The proposed development standards include overall architectural standards and specific requirements for townhomes and cottages (pages 8-11 of the Development Standards).

The landscaping for the MF portion of the property meets the overall landscape area percentage requirements and proposes street trees as required. Trees and shrubs are proposed per unit count. The PUD also commits to preserving 75% of the existing trees (see exhibit J)

The development will be responsible for dedicating R.O.W. and constructing the extension of Live Oak (collector) as shown on the City's Mobility Plan per UDC requirements. Details will be finalized during the platting stage. The dedication and construction of Live Oak may reduce the Transportation Impact Fee, that determination will be made when the applicant submits the worksheet as required in the ordinance.

The development will also provide amenities including a clubhouse/pavilion, play-scape and three additional amenities (page 16 of the Development Standards).

Staff mailed notices to adjacent property owners within 600' feet (98 properties). We received four responses to the rezoning notifcation.

STAFF REVIEW:

This site is identified as mixed use and commercial on the Future Land Use Map. The proposed PUD zoning complies and staff recommends approval of the Schmidt's Creek PUD.

Planning Commission recommended approval 7-0 with the following conditions:

1. Section 3.4.4 Sidewalks

Add language sidewalks will be provided in accordance with the UDC on Ed Schmidt Boulevard and Live Oak Street.

2. Change the B-2 zoning to B-1 plus retail larger than 5,000 sq ft
3. Evaluate sight triangle requirements for higher speed roadway (Ed Schmidt)
4. The final document shall have all the formatting corrections and completed cleanup finalized.

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Development Standards 11-4-21
2. PUD Exhibit A Schmidt's Creek 30.3ac Survey

AGENDA ITEM REPORT

3. PUD Exhibits B, C, D, F, G, H, I, J, K
4. PUD Exhibit E - Elevations-Example-Cottages
5. PUD Exhibit E - Elevation-Example-Townhomes
6. Public Notice Sign
7. Neighbor Favor 10-27-21
8. Neighbor Oppose 11-5-21
9. Neighbor Oppose 11-9-21 Church
10. Favor(Franklin)

Bell Yard - Schmidt's Creek PUD

City of Hutto, Texas
Planned Unit Development (PUD)

Exhibit A
Development Plan

October 19, 2021

Developer:

Aspen Heights Partners
1301 S Capital of Texas Hwy
Austin, TX 787456

Prepared by:

Kimley-Horn & Associates
10814 Jollyville Road
Building IV, Suite 200
Austin, TX 78759

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1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the "Bell Yard - Schmidt's Creek" Planned Unit Development Ordinance and may be cited as "Bell Yard - Schmidt's Creek PUD".

1.2 Applicability of City Ordinances

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

1.3 Severability

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

1.4 Amendments to Ordinance

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

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to (a) Private drives and trails; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than five percent (5%) in the size of any section or phase shown on the Concept Plan, shall be considered "Minor Modifications" over which the City's Development Services Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to Private drive and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City's Development Services Director has final review and decision-making authority.

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

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

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

1.5 Definitions

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

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the Schmidt's Creek PUD

For the purpose of addressing any development regulation or conditions not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for development requirements, as shown on Exhibit B: Exhibit B is conceptual in nature and is intended to convey the general vision for the various product types and how they will be configured. During the site development plan process, adjustments may be necessary to accommodate engineering and/or City considerations and comments, which have not been fully evaluated at this initial zoning stage. The Planning Director may administratively approve modifications to this plan, as long as the general design intent and principles remain consistent with the language of this PUD

Commercial: B-2

The B-2 designated area is intended to be used for a commercial use that complements the

surrounding businesses and will support and serve the nearby residents.

Multi Family: MF

The MF designated area on Exhibit B is intended to be used for a unique, medium density housing product with a maximum density of 12 units per acre. The Bell Yard- Schmidt's Creek product is a highly amenitized housing development with a combination of detached and attached multi-family units. The detached units will have an individual entry and a private, fenced yard area.

A maximum of 267 allowed within the Schmidt's Creek PUD.

No more than six "6" attached units shall be permitted in the MF district.

The Bell Yard - Schmidt's Creek PUD will be a for-rent development on a common lot.

2.2 Use Descriptions and Standards

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

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area. See Exhibit D for Perimeter Setbacks as noted below.

	Residential MF (c)
Lot area (min)	20,000 sq. ft.
Lot width at building line (min)	100 ft.
Ed Schmidt Blvd. setback	25 ft.
Live Oak Blvd. setback	20 ft.
Side yard (min)	15 ft.
Rear yard (min)	20 ft.

Side and rear yard for accessory building (min)	Same as main Building (b)
Spacing between buildings (min)	0'/10 ft. (a)*
Building height (min/max)	35' Max 2 stories
Building height, accessory (max) (b)	15 ft.
Impervious Cover	65%

- Side setback of 0 feet is allowed only for internal attached buildings with a common wall.
- Accessory buildings are not permitted between the front building line of the primary building and the public right of way.
- Detention is required.
- * Building spacing and setbacks will comply with UDC fire code and suppression requirements.

3.1.2 Setback encroachment exceptions

Type of structure or use	Residential uses
Air conditioning equipment	Any part of the side and rear yard. Must be screened with landscaping from view
Ramps and other access devices required by the ADA	Any yard on the site as long as they do not impede pedestrian flow
Retaining walls	Any yard on the site
Architectural Features, including bay windows, overhanging eaves, rear porches, and roof top eaves.	Any yard on the site

3.1.3 Required parking spaces

3.1.3.1 The minimum number of required parking spaces for a use is as follows:

Land use classification	Required specs (minimum)	Maximum Spaces
Bell Yard- Schmidt's Creek Detached/Attached MF Units	1.5 per 1 bedroom unit 2 per 2 bedroom unit 2.5 per 3-bedroom unit 10% of the total required spaces shall be added as guest parking	N/A

3.1.3.2 Space computation and fractions

Fractional results will be rounded up when computing the number of required parking spaces.

3.2 Architectural Standards

3.2.1 Design Guidelines- All residential development

Distinct groups of buildings will share a common, identifiable, complementary design. This includes non-residential structures in the development such as amenity centers, maintenance buildings, and garages. A multiple household residential structure must have a single definitive, consistent style.

The following criteria are required for the MF land use area:

- No more than two adjacent buildings shall share the same color scheme
- Two of the following design elements will also be implemented on units facing any private drive aisle or the front of another residential units:
  - Two unique roof eave lines
  - Two unique wall planes
  - Two unique material patterns or colors

3.2.2 Townhome Design Standards

3.2.2.1 Architectural style

- Distinct groups of buildings must share a common, identifiable, complementary design or style in a multiple household residential development. This includes non-residential structures in the development such as amenity centers, laundry and maintenance buildings, garages, carports, and dumpster enclosures.

- A multiple household residential structure must have a single definitive, consistent style. Mixing of various architectural styles on the same building is inappropriate.

3.2.2.2 Form and mass

- A single, large, dominant building mass should be avoided.
- Multiple household residential building designs should incorporate visually heavier and more massive elements at the building base, and lighter elements above the base.
- Changes in mass should be related to entrances, the integral structure and/or the interior space organization and activities, and not just for cosmetic effect.

Exterior walls

3.2.2.4. Pattern

- Facades must be articulated with bays, insets, balconies, porches, or stoops related to entrances and windows.

3.2.2.5 Four sided design

- All walls must include materials and design characteristics consistent with those on the front. Lesser quality materials or details for side or rear walls are prohibited.

3.2.2.6 Long walls and façades

- The maximum length of a multiple household residential building is 200 ft.
- Wall and roof planes must have offsets or setbacks with a differential in horizontal plane of at least 1 ft every no more than 50'.
- Up to six townhouse units may be attached in a single row.

3.2.2.7 Building entries

- Building entries next to a public street, private drive or parking area must be pedestrian-scaled, providing an expression of human activity or use in relation to building size. Doors, windows, entranceways, and other features such as corners, setbacks, and offsets can be used to create pedestrian scale.
- Common balconies on perimeter walls providing access to two or more units are prohibited.

3.2.2.8 Garage doors

- ✦ Every two single-bay garage doors or every double garage door must be offset by at least 1 ft. from the plane of an adjacent garage door.
- ✦ Garage doors must integrate into the overall design of the site with color, and texture.

3.2.2.9 Windows and transparency

- All walls and elevations on all floors of multiple household buildings must have windows, except when necessary to assure privacy for adjacent property owners.
- Windows should be located to maximize the possibility of occupant surveillance of entryways and common areas.

3.2.2.10 Building roofs

- On buildings with pitched roofs, the minimum roof pitch is 6:12.
- On buildings where flat roofs are the predominant roof type, parapet walls must vary in height and/or shape at least once every no more than 50 ft. along a wall.
- On buildings where sloping roofs are the predominant roof type, each building must have a variety of roof forms.
- Roof forms must be designed to correspond and denote building elements and functions such as entrances and arcades.

Materials and color

3.2.2.11 Building Materials: The architectural intent of the building materials will comply with Exhibit E.

3.2.2.12 Roof materials: Roof materials must be high quality, durable and consistent with local architectural themes. Acceptable roof materials include concrete tile, high profile asphalt shingles, metal shingles and split seam metal.

3.2.2.13 Material or color changes: Material or color changes must only occur at a change of plane or reveal line. Piecemeal embellishment and frequent material changes are prohibited.

3.2.2.14 Mechanical equipment screening

- Rooftop mechanical equipment must be hidden or screened from view of the private drive aisle with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited.
- Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.
- Mechanical equipment must be located where their acoustics will not be disruptive to residents.
- Solar panels are exempt from mechanical equipment screening standards.

3.2.3 **Cottage Design Standards**

3.2.3.1 Façades

- Façades must be articulated by using color, arrangement, or change in materials to emphasize the façade elements. Exterior wall planes may be varied in height, depth, or direction. Design elements and detailing, including the presence of windows and window treatment~~s~~ (only for walls that front another residential unit), trim detailing, and exterior wall materials, must be continued completely around the structure. Doors and windows must be detailed to add visual interest to the façade.

3.2.3.2 Repetitive design

- Development of ten or more detached multi-family units and two household dwellings must have five or more different elevations. (Different trim levels on houses with a nearly identical floor plan are not considered different elevations.) Houses of the same elevation, including those with identical, similar or mirrored floor plans, cannot be placed on adjacent lots or directly across the street from each other.

3.2.3.3 Mechanical equipment screening

- Rooftop mechanical equipment is prohibited.
- Ground mounted mechanical equipment (air conditioning units, utility boxes, etc.) must be hidden or screened from the view of the private drive aisle with architecturally integral wing walls or living screening material that will grow to the same height as the equipment being screened or placed where they are not visible from the public right-of- way.
- Solar panels are exempt from mechanical equipment screening standards.

3.2.3.4 No additional architectural design criteria shall be required beyond the design regulations listed above.

3.2.3.5 The B-2 designated area shall comply with existing UDC standards.

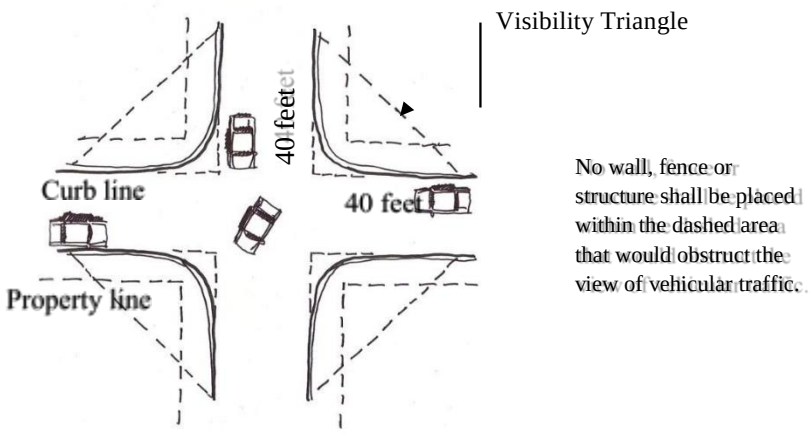
3.3 Landscaping

3.3.1General Standards

3.3.1.1 Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and

driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.



3.3.1.2 Utilities: Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

3.3.2 Required Landscaping:

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

Residential MF: 20%
Non-Residential: 15%

Non-residential site landscaping requirements shall apply per UDC requirements.

The planting requirements listed in the chart below shall be required within the Schmidt's Creek PUD Landscape Areas and fully meet the minimum landscape requirements for the Project. Plant material shall be selected from the allowing species listed in Exhibit F. Exhibit F, Exhibit G, Exhibit H, and Exhibit I of this PUD illustrate the conceptual location of the required trees and shrubs on the overall plan as well as a prototypical unit application. Tree locations and final configuration will be determined during the site development plan stage.

Area	Native tall trees (3 in. caliper and 10' tall minimum)	Native small trees (2 in. caliper and 8' tall minimum)	Native shrubs (3 gallon or 18" tall minimum)

Tree lawn area along Live Oak Blvd: 15 foot minimum buffer	1 per 30- 40 ft. of linear buffer	1 per 30- 40 ft. of linear buffer	1 per 5 ft. of linear buffer
MF Residential Units: Landscape required per individual unit	1 per unit	1 per unit	12 per unit
Tree lawn area along Ed Schmidt Blvd: 25 food minimum buffer	1 per 30-40 ft. of linear buffer	1 per30- 40 ft. of linear buffer	1 per 30-40 ft. of linear buffer

3.3.3. Tree and shrub size

Native tall trees must have a caliper of at least 3 in. and 10-12 ft. ht.
Native small trees must have a caliper of at least 2 in. and 8-10 ft. ht.
Planted shrubs must have a minimum 3-gallon container or be at least 2 feet tall.

3.3.4. Landscape Buffer Trees

- Located within a minimum six-foot (6') wide planting strip or within a 6'x6' tree grate.
- Sized at a minimum of three (3") caliper.
- All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
- The following tree species are recommended for Landscape Buffer Trees. The same species may be used along a contiguous street frontage for a visual consistency.

Common Name	**Scientific Name**
Carolina Cherry Laurel	*Prunus caroliniana*
Chinquapin Oak	*Quercus muehlenbergii*
Texas Red Oak	*Quercus buckleyi*
Cedar Elm	*Ulmus crassifolia*
Lacebark Elm	*Ulmus parvifolia*
Live Oak	*Quercus virginiana*
Mexican Sycamore	*Platanus mexicana*

3.3.5. Materials, maintenance and replacement

3.3.5.1 Plant materials: Plant choice must be based on the Central Texas ecological setting and site microclimate conditions.

3.3.5.2 Maintenance: Trees and vegetation, irrigation systems, fences, walls, and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition, including wood fencing, walls, or other screening fencing within the community. Landscaping must be maintained free from disease, pests, weeds, and litter.

3.3.5.3 License Agreement: A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage, or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced streetlights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls. The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

3.3.6 Automatic irrigation required: Irrigation shall be provided on site according to Exhibit C.

3.3.7 Tree Preservation: This PUD proposes to preserve a minimum of 75% the total caliper inches of the Oaks and Pecans within the area designated as the Tree Preservation Area in Exhibit J. Exhibit J Illustrates the concept for the tree preservation, however the tree preservation area may be used for residential units and/or an amenity center.

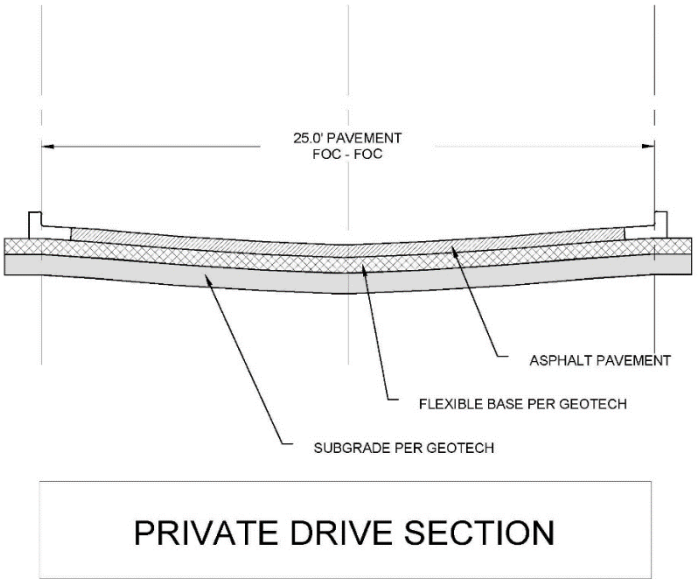
3.3.8 Fencing:
3.3.8.1 Fencing shall be provided on site according to Exhibit K.
3.3.8.2 Pre-cast concrete is an allowed material for the masonry wall as shown on Exhibit K.

3.4 Drive Aisles

3.4.1 Drive Aisles Alignment

The precise alignment of the drive aisles included in the Plan may be varied with City Development Services Staff approval. **Exhibit B** illustrates the primary circulation pattern, and the below drive designation describes the planned drive aisles within the PUD boundary.

3.4.2 Drive Aisles Cross Section within MF land use area



3.4.3 Driveways.
Driveways shown on Exhibit B shall be permitted. Additional driveways may be reviewed and approved by the City of Hutto Development Services Staff at the time of site plan per the UDC.

3.4.4 Sidewalks.

Sidewalks will be provided internally for pedestrian circulation from the parking areas to the individual units. A minimum of 5' sidewalks shall be located adjacent to parking areas and 3 ft sidewalks to connect parking areas to the individual units and open spaces. Final configurations and alignments will be defined during the site plan development application process.

3.5 Transportation

3.5.1 The Schmidt's Creek PUD shall construct the extension of Live Oak Street to Ed Schmidt Boulevard as shown on the City of Hutto Comprehensive Plan ("New Collector").

3.5.2 Dedication and Construction of New Collector: The Schmidt's Creek PUD will dedicate and 83' of R.O.W. totaling approximately 1.7 acres of land to construct the New Collector. This roadway will be constructed in accordance with UDC standards and properly screened.

3.6 Common Open Space / Parkland

3.6.1 Parkland: The Schmidt's Creek PUD Parkland requirements shall be satisfied by a fee in lieu of payment for parkland contribution. The fee for parkland shall be calculated as $675 per unit. The parkland fee in lieu calculation summary shall be provided with the site plan. Payment of the parkland fee in lieu shall be provided prior to the recordation of a final plat for the number of units within said final plat.

3.6.2 Amenities

In addition to the fee in lieu of parkland, an internal, private network of amenities will be provided within the residential area and will include and clubhouse/ pavilion and a play scape and at least 3 of the following amenities:

- Exercise stations
- Sport Courts
- Swimming pool
- Dog park
- Internal trail system

3.7 Construction entrances: Construction entrances will be in the location depicted Exhibit B and will be maintained per the UDC.

4 Exhibits

Exhibit A- Legal Description
Exhibit B: Overall Land Use Plan
Exhibit C: Prototypical Detached Multi family Unit
Exhibit D: Perimeter Setback Exhibit
Exhibit E: Architectural Elevations
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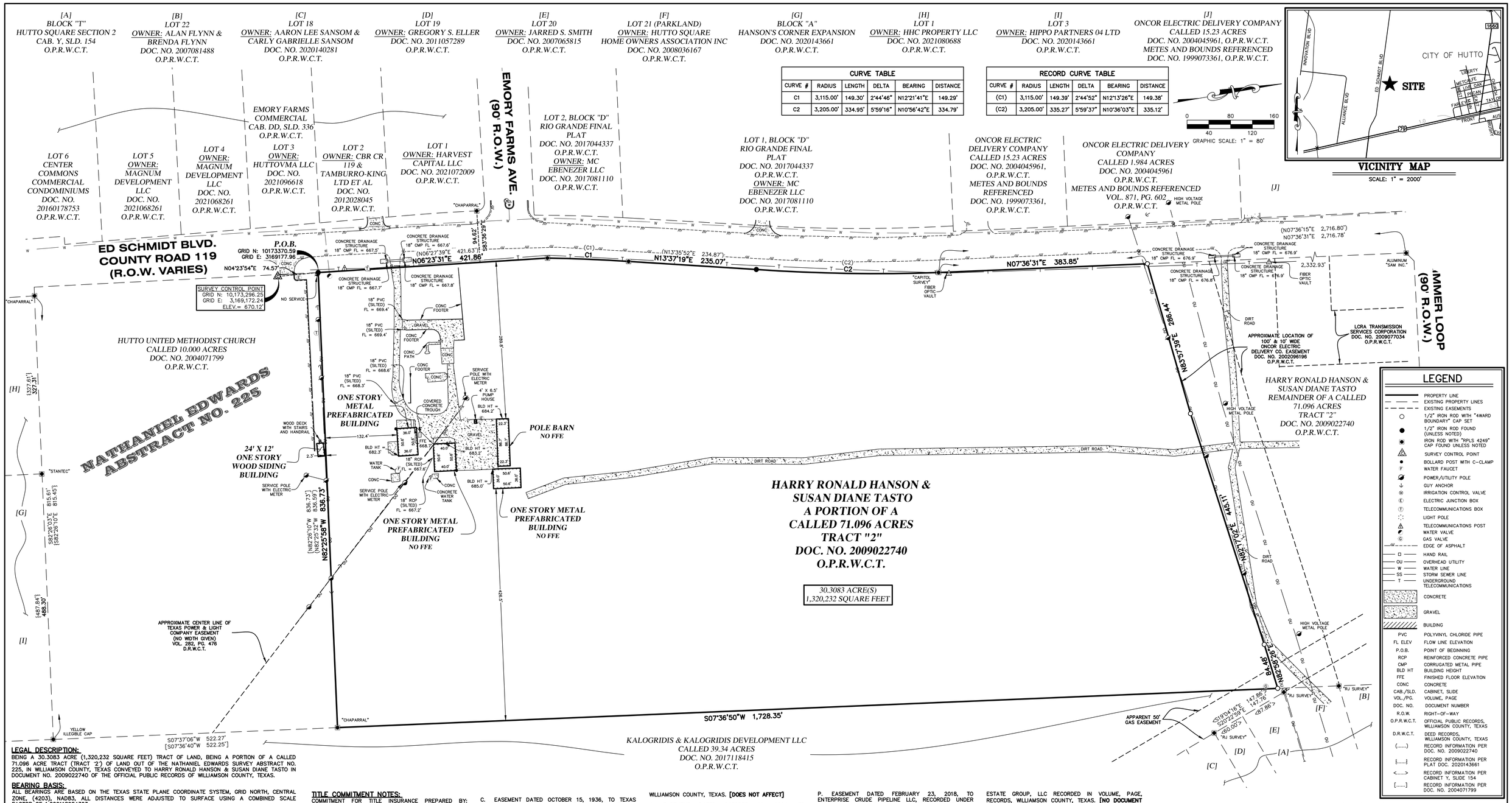


CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	3,115.00'	149.30'	2°44'46"	N12°21'41"E	149.29'
C2	3,205.00'	334.95'	5°59'16"	N10°56'42"E	334.79'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
(C1)	3,115.00'	149.39'	2°44'52"	N12°13'26"E	149.38'
(C2)	3,205.00'	335.27'	5°59'37"	N10°36'03"E	335.12'

LEGAL DESCRIPTION:

BEING A 30.3083 ACRE (1,320,232 SQUARE FEET) TRACT OF LAND, BEING A PORTION OF A CALLED 71.096 ACRE TRACT (TRACT "2") OF LAND OUT OF THE NATHANIEL EDWARDS SURVEY ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS CONVEYED TO HARRY RONALD HANSON & SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000118984303.

SURVEY CONTROL:

CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JULY 19, 2021.

UTILITY NOTE:

THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

GENERAL NOTES:

1) PROPERTY ADDRESS: ED SCHMIDT BLVD. HUTTO, TEXAS 78634

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.

4) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES.

5) AT THE TIME OF THE FIELD SURVEY, THERE WAS NO EVIDENCE THAT THIS SITE IS OR WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

6) THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

TITLE COMMITMENT NOTES:

COMMITMENT FOR TITLE INSURANCE PREPARED BY: TEXAN TITLE INSURANCE COMPANY
G.F. NO.: 21061531
EFFECTIVE DATE: JUNE 30, 2021
ISSUED: JULY 12, 2021

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:
[DELETED]

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. EASEMENT DATED AUGUST 7, 1925, TO LONE STAR STATE POWER CO., INC., RECORDED IN VOLUME 224, PAGE 375, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

B. EASEMENT DATED JUNE 15, 1928, TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 240, PAGE 228, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–BLANKET EASEMENT]**

C. EASEMENT DATED OCTOBER 15, 1936, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 476, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–SHOWN ON SURVEY]**

D. EASEMENT DATED SEPTEMBER 18, 1941, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 310, PAGE 83, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–AMBIGUOUS DESCRIPTION]**

E. EASEMENT DATED JUNE 28, 1972, TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 730, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

F. EASEMENT DATED DECEMBER 29, 1975, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 624, PAGE 651, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

G. EASEMENT DATED FEBRUARY 5, 1981, TO SEMINOLE PIPELINE COMPANY, RECORDED IN VOLUME 826, PAGE 343, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–AMBIGUOUS DESCRIPTION]**

H. EASEMENT DATED JANUARY 9, 1981, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 858, PAGE 3, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

I. EASEMENT DATED NOVEMBER 26, 2002, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2002096196, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

J. EASEMENT DATED OCTOBER 29, 2004, TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005007566, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

K. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074210, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

L. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074211, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

M. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074212, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

N. EASEMENT DATED OCTOBER 1, 2009, TO LCRA TRANSMISSION SERVICES CORPORATION, RECORDED UNDER DOCUMENT NO. 2009077034, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

O. EASEMENT DATED FEBRUARY 23, 2018, TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER DOCUMENT NO. 2018022446, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND MERGER RECORDED IN DOCUMENT NO. 2020082921, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

P. EASEMENT DATED FEBRUARY 23, 2018, TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER DOCUMENT NO. 2018110446, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

R. TERMS, CONDITIONS AND STIPULATIONS OF THE RECORDING MEMORANDUM OF RIGHT OF ENTRY, POSSESSION AND USE AGREEMENT DATED DECEMBER 21, 2016, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND ENTERPRISE CRUDE PIPELINE, LLC RECORDED UNDER DOCUMENT NO. 2017012109, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND MERGER RECORDED UNDER DOCUMENT NO. 2020082921, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

S. TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO]**

T. TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

U. TERMS, CONDITIONS AND STIPULATIONS OF THE TRI–PARTY AGREEMENT DATED JUNE 1, 2018, BY AND BETWEEN HARRY RON HANSON, SUSAN DIANE TASTO, AND MARCELLA L. MCCARTHY AND ENDEAVOR REAL ESTATE GROUP, LLC RECORDED IN VOLUME, PAGE, RECORDS, WILLIAMSON COUNTY, TEXAS. **[NO DOCUMENT PROVIDED]**

FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48491C0520F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER 20, 2019.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ALTA/NSPS CERTIFICATION:

TO: ASPEN TOPCO II ACQUISITIONS, LLC, SUSAN DIANE TASTO AND HARRY RONALD HANSON, LONGHORN TITLE COMPANY AND TEXAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–4, 7(a), 8, 11, AND 13 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON (JULY 28, 2021).

8/3/2021
JASON WARD, RPLS — DATE
TEXAS REGISTRATION NO. 5811

STATE OF TEXAS REGISTERED JASON WARD 5811 PROFESSIONAL LAND SURVEYOR

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
	1/2" IRON ROD FOUND (UNLESS NOTED)
	IRON ROD WTH "RPLS 4249" CAP FOUND UNLESS NOTED
	SURVEY CONTROL POINT
	BOLLARD POST WITH C–CLAMP
	WATER FAUCET
	POWER/UTILITY POLE
	GUY ANCHOR
	IRRIGATION CONTROL VALVE
	ELECTRIC JUNCTION BOX
	TELECOMMUNICATIONS BOX
	LIGHT POLE
	TELECOMMUNICATIONS POST
	WATER VALVE
	GAS VALVE
	EDGE OF ASPHALT
	HAND RAIL
OU	OVERHEAD UTILITY
W	WATER LINE
SS	STORM SEWER LINE
T	UNDERGROUND TELECOMMUNICATIONS
	CONCRETE
	GRAVEL
	BUILDING
PVC	POLYVINYL CHLORIDE PIPE
FL ELEV	FLOW LINE ELEVATION
P.O.B.	POINT OF BEGINNING
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
BLD HT	BUILDING HEIGHT
FFE	FINISHED FLOOR ELEVATION
CONC	CONCRETE
CAB./SLD.	CABINET, SLIDE
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT–OF–WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2009022740
[.....]	RECORD INFORMATION PER PLAT DOC. 2020143661
<.....>	RECORD INFORMATION PER CABINET Y, SLIDE 154
{.....}	RECORD INFORMATION PER DOC. NO. 2004071799

ALTA/NSPS LAND TITLE SURVEY OF 30.3083 ACRES OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225
City Of Hutto ETJ, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/3/2021
Project:	01274
Scale:	1" = 80'
Reviewer:	PRB
Tech:	JB
Field Crew:	MW/JG
Survey Date:	JULY 2021
Sheet:	1 OF 1

P:\01274\Dwg\01274.dwg

EXHIBIT "_____"

TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.3083 ACRES (1,320,232 SQUARE FEET) OUT OF THE NATHANIAL EDWARDS SURVEY, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 71.096 ACRES TRACT CONVEYED TO HARRY RONALD HANSON AND SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 30.3083 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of Ed Schmidt Boulevard (County Road 119 – right-of-way varies), being the northwest corner of a called 10.000 acres tract conveyed to Hutto United Methodist Church in Document No. 2004071799 (O.P.R.W.C.T.), and being the southwest corner of said Hanson and Tasto 71.096 acres tract, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north line of said United Methodist Church tract, with east right-of-way line of said Ed Schmidt Boulevard and the west line of said Hanson and Tasto 71.096 acres tract the following five (5) courses and distances:

1) **N06°23'31"E**, a distance of **421.86** feet to an iron rod with "RPLS 4249" cap found for a non-tangent point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **3,115.00** feet, whose arc length is **149.30** feet and whose chord bears **N12°21'41"E**, a distance of **149.29** feet to an iron rod with "RPLS 4249" cap found for an angle point hereof,
3) **N13°37'19"E**, a distance of **235.07** feet to a 1/2-inch iron rod found for a non-tangent point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **3,205.00** feet, whose arc length is **334.95** feet and whose chord bears **N10°56'42"E**, a distance of **334.79** feet to an iron rod with "Capital Survey" cap found for an angle point hereof,
5) **N07°36'31"E**, a distance of **383.85** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northwest corner hereof, being the south line of a 100' and a 10' wide Oncor Electric Delivery Company Easement recorded in Document No. 2002096196 (O.P.R.W.C.T.);

THENCE, with the south line of said Oncor Electric Delivery Company Easement and the north line hereof, the following three (3) courses and distances:

1) **N83°57'39"E**, a distance of **286.44** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
2) **N82°17'02"E**, a distance of **445.11** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
3) **N82°58'26"E**, a distance of **84.48** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, being the west line of said Hanson and Tasto 71.096 acres tract, and being in the west line of a called 39.34 acres tract conveyed to Kalogridis & Kalogridis Development LLC in Document No. 2017118415 (O.P.R.W.C.T.);

THENCE, leaving the south line of said Oncor Electric Delivery Company Easement, with the common line of said Hanson and Tasto 71.096 acres tract and said Kalogridis & Kalogridis Development tract,

S07°36'50"W, a distance of **1,728.35** feet to an iron rod with "Chaparral" cap found for the southeast corner hereof, being the southeast corner of said Hanson and Tasto 71.096 acres tract, and being the northeast corner of said United Methodist Church tract, from which an iron rod with illegible yellow cap found for the southeast corner of said United Methodist Church tract, being the northeast corner of Lot 3, Block "A" Hanson's Corner Expansion, a subdivision recorded in Document No. 2020143661 (O.P.R.W.C.T.) bears, S07°37'06"W, a distance of 522.27 feet;

THENCE, leaving the west line of said Kalogridis & Kalogridis Development tract, with the common line of said United Methodist Church tract and said Hanson and Tasto 71.096 acres tract, **N82°25'58"W**, a distance of **836.73** feet to the **POINT OF BEGINNING** and containing 30.3083 Acres (1,320,232 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000111448862. See attached sketch (reference drawing: 01274.dwg.)

8/3/2021

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

* MAX 267 UNITS

NORTH

0 100' 200' 400'

Scale: 1" = 200'
Date: October 13, 2021

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t.512.246.7003
www.secplanning.com + info@secplanning.com

EXHIBIT B

SCHMIDT'S CREEK TRACT

HUTTO, TX

SHEET FILE: I:\210122-ASHP\Cadfiles\PLANNING\Site Planning\Concept F.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans subject to change.

Exhibit C
PROTOTYPICAL DETACHED MULTI FAMILY
UNIT PLACEMENT

SCHMIDT CREEK
HUTTO, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

Date: October 14, 2021

SHEET FILE: I:\210122-ASHP\Thematics\Concept E-Revised Site Plan.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

* MAX 267 UNITS

NORTH

0 100' 200' 400'

Scale: 1" = 200'
Date: October 15, 2021

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t.512.246.7003
www.secplanning.com + info@secplanning.com

EXHIBIT D-PERIMETER SETBACKS

SCHMIDT'S CREEK TRACT
HUTTO, TX

SHEET FILE: I:\210122-ASHP\Cadfiles\PLANNING\Submittals\PUD Submittal Exhibits\ExhibitD-Perimeter Setbacks.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

* MAX 267 UNITS

NORTH

0 100' 200' 400'

EXHIBIT F
CONCEPTUAL OVERALL LANDSCAPE AND TREE PLANTING PLAN

Scale: 1" = 200'
Date: October 14, 2021

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t.512.246.7003
www.secplanning.com + info@secplanning.com

SCHMIDT'S CREEK TRACT
HUTTO, TX

SHEET FILE: I:\210122-ASHP\Cadfiles\PLANNING\Submittals\PUD Submittal Exhibits\Exhibit F-Overall Landscaping.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT G
PROTOTYPICAL DETACHED MULTI FAMILY
LANDSCAPE PLAN

SCHMIDT'S CREEK
HUTTO, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

Date: October 12, 2021

SHEET FILE: I:\210122-ASHP\Thematics\Concept F_ Rendering.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

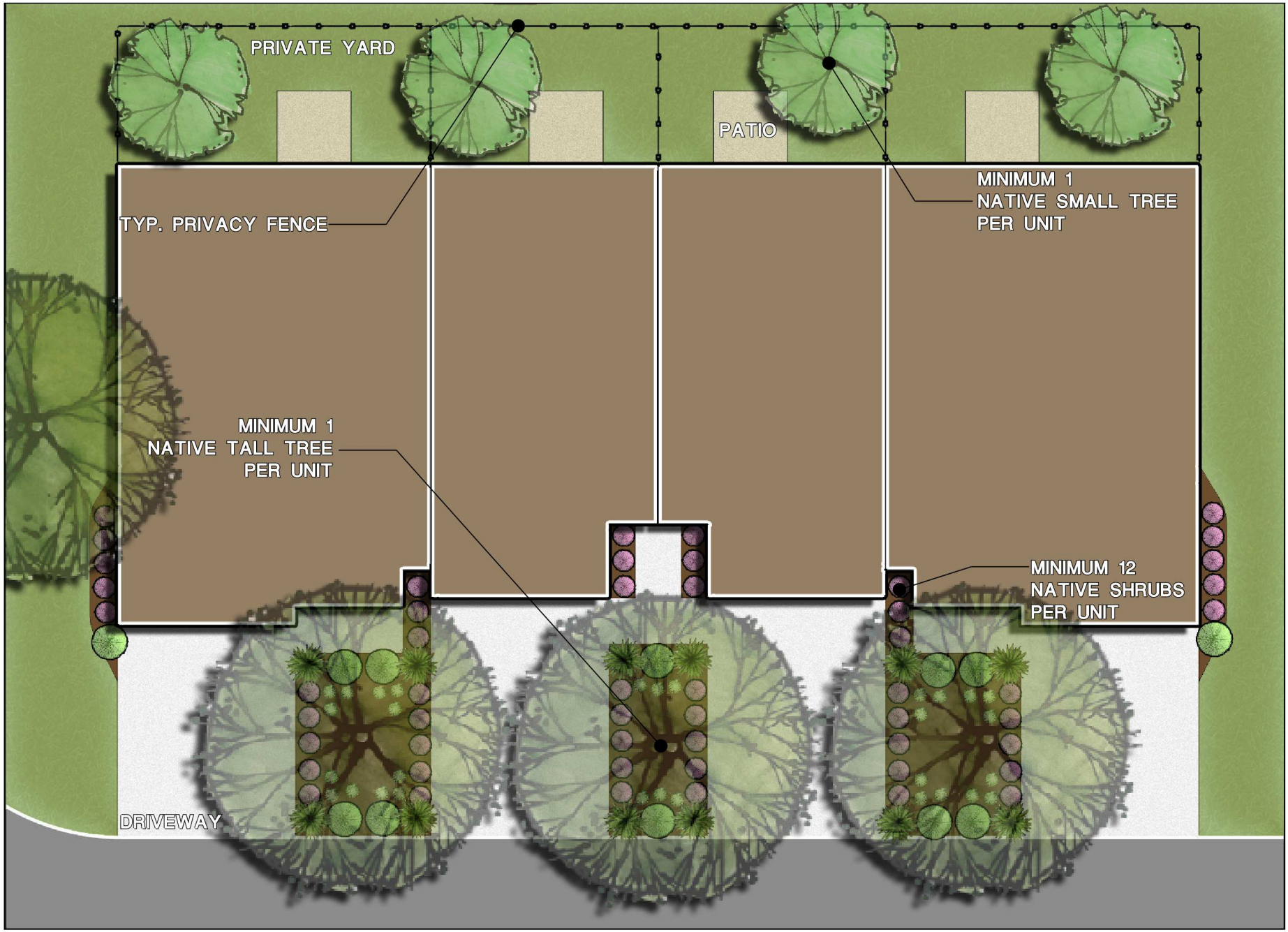


EXHIBIT H
PROTOTYPICAL FRONT LOADED TOWNHOME
LANDSCAPE PLAN

SCHMIDT'S CREEK
HUTTO, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

Date: October 12, 2021

SHEET FILE: I:\210122-ASHP\Thematics\Concept F_ Rendering.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

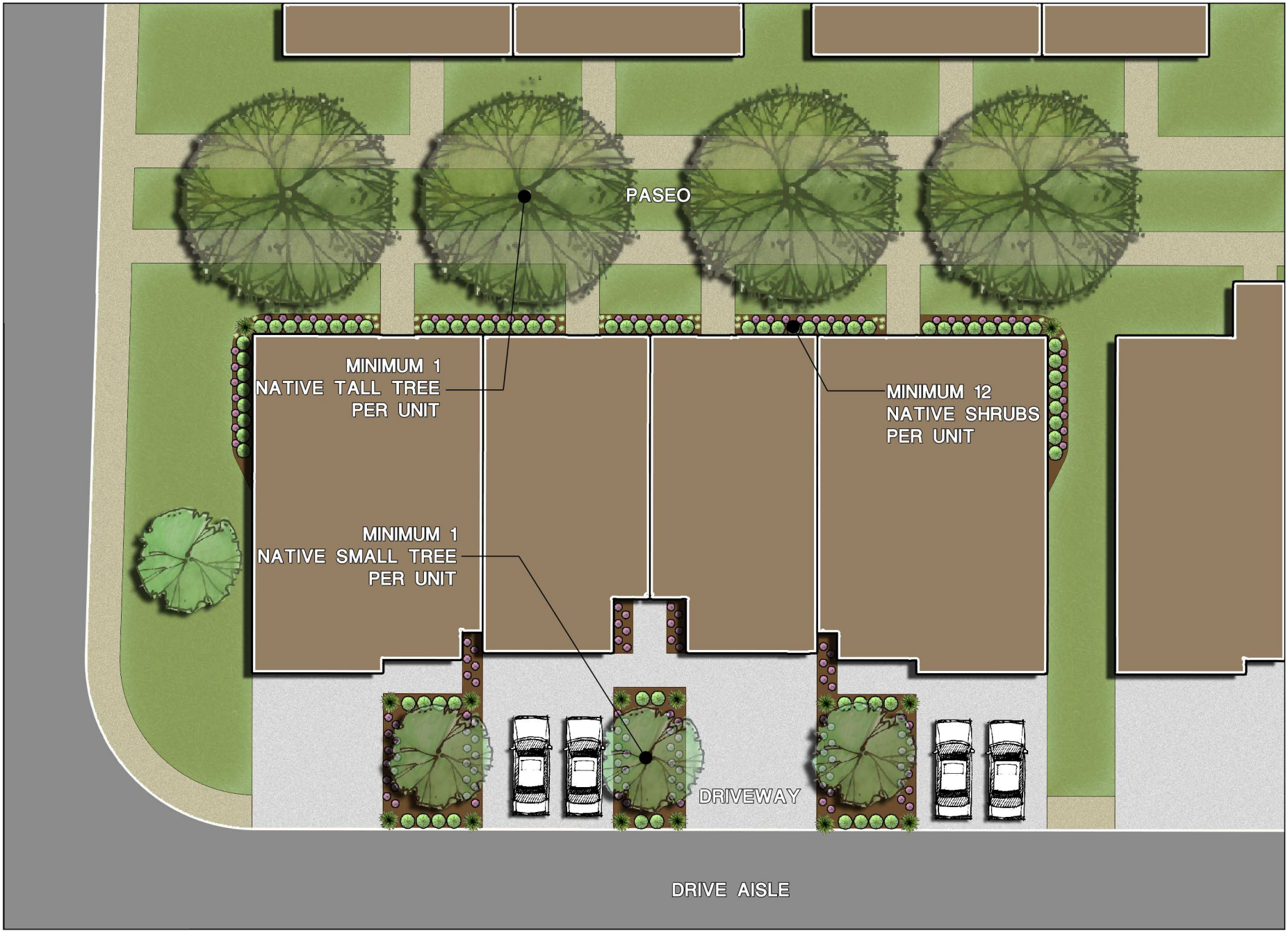


EXHIBIT I
PROTOTYPICAL REAR LOADED TOWNHOME
LANDSCAPE PLAN

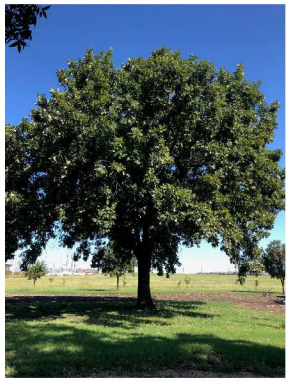
SCHMIDT'S CREEK
HUTTO, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

Date: October 12, 2021

SHEET FILE: I:\210122-ASHP\Thematics\Concept F_ Rendering.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.



0 25' 50' 75'

North

Scale: 1" = 50'

Date: September 08, 2021

SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

EXHIBIT J
TREE PRESERVATION PLAN

SCHMIDT CREEK

HUTTO, TEXAS

SHEET FILE: I:\210122-ASHP\Thematics\Concept F_ Rendering.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

* MAX 267 UNITS

NORTH

0 100' 200' 400'

Scale: 1" = 200'
Date: October 13, 2021

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t.512.246.7003
www.secplanning.com + info@secplanning.com

EXHIBIT K-FENCING

SCHMIDT'S CREEK TRACT
HUTTO, TX

SHEET FILE: I:\210122-ASHP\Cadfiles\PLANNING\Submittals\PUD Submittal Exhibits\Exhibit K-Fencing.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

'A' Left Elevation (Farmhouse)
2-Bedroom Cottage

'A' Front Elevation (Farmhouse)
2-Bedroom Cottage

Aspen Heights Partners

KIPP★FLORES
ARCHITECTS
(512) 335-5477 fax (512) 335-5852
11776 Jollyville Rd. Suite 100 Austin, Texas 78759

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Kipp,Flores Architects

Front Elevation

Aspen Heights

KIPP ★ FLORES
ARCHITECTS
(512) 335-5477 fax (512) 335-5852
11776 Jollyville Rd. Suite 100 Austin, Texas 78759

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PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **NOVEMBER 9, 2021**
CITY COUNCIL ON: **NOVEMBER 18, 2021**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION and HUTTO CITY COUNCIL** will hold two separate public hearings regarding the proposed zoning change request for the property known **Schmidt's Creek Planned Unit Development (PUD)**, 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard. The land use proposal is detached and attached residential and commercial uses.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: *http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php* or City Council agenda/packet information at least 72-hours before the meeting date here: *http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets*.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known **Schmidt's Creek Planned Unit Development (PUD)**, 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard.

Name: MANISH AMIN

Address: 411, 421, 431, 441 Ed Schmidt blvd
Hutto Tx. 78634

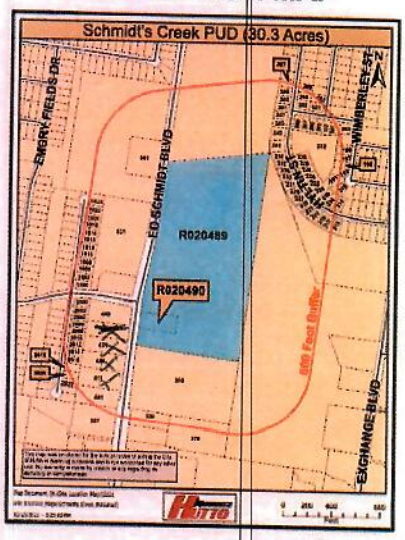
☑ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

All 4 lots →

SITE LOCATION MAP



Autumn Speer

From: cathysdonner@gmail.com
Sent: Thursday, November 4, 2021 6:54 PM
To: Planning
Subject: Schimt's Creek Planned Unit Development (PUD) - Surround Property Owner's Response

Schimt's Creek Planned Unit Development (PUD)

PLANNING & ZONING COMMISSION ON: NOVEMBER 9, 2021
CITY COUNCIL ON: NOVEMBER 18, 2021

Catherine Donner
2016 S. Ash Cv
Hutto, TX 78634

I OBJECT to the rezoning.

Thanks,
Cathy Donner

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Autumn Speer

From: Yvette Pritchett <yvette@huttodiscovery.org>
Sent: Tuesday, November 9, 2021 12:12 PM
To: Planning
Subject: Schmidt's Creek PUD - Public Hearing 11/9/21

Good morning,

With regards to the Schmidt's Creek Planned Unit Development, we are AGAINST the proposed rezoning.

Project Name: Zoning change request for the property known as **Schmidt's Creek Planned Unit Development (PUD)**, 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard.

Name: Hutto Discovery United Methodist Church
by: Yvette Pritchett, Chairman, Board of Trustees
Address: 350 Ed Schmidt Blvd., Hutto, TX 78634

WE OBJECT

The proposed development, directly adjacent to our property, would detract from our land's value and visibility within the community. Our church Sanctuary was constructed in 1911 and relocated to our current location in 2007. Our historic chapel is a registered historical landmark (Texas Historical Commission Marker #9109). Secondly, we are concerned with how a solid fence perimeter will impact visibility, coupled with increased turning vehicles, creating even more unsafe traffic conditions along Ed Schmidt. We support a solid fence, but are weary of its placement and impact to line-of-sight for traffic.

Sincerely,

Yvette Pritchett
Hutto Discovery United Methodist Church
yvette@huttodiscovery.org
(512) 630-8233 (mobile/text)

Connect with us!
Prayer Requests: prayers@huttodiscovery.org | Facebook: @huttodiscovery | Instagram: huttodiscovery
Hutto Discovery United Methodist Church
350 Ed Schmidt Blvd., P.O. Box 426, Hutto, TX 78634, (512) 846-1707 (church office), www.huttodiscovery.org

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PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **NOVEMBER 9, 2021**
CITY COUNCIL ON: **NOVEMBER 18, 2021**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

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1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known **Schmidt's Creek Planned Unit Development (PUD)**, 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard.

Name: Kelly Franklin, HHC Property, LLC

Address: 330 Ed Schmidt Blvd. Hutto, TX 78634

☑ **I AM IN FAVOR**

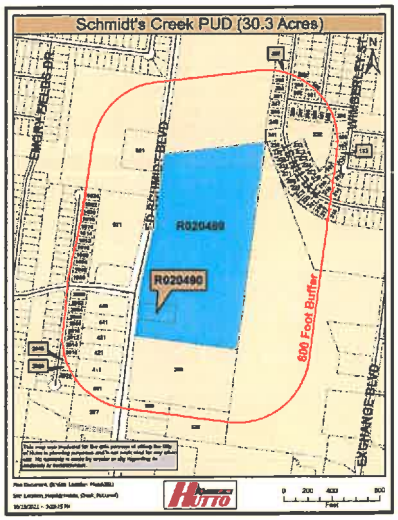
☐ **I OBJECT**

Write comments below, attach additional pages if needed.

Great Idea! Will be great for community!

Thanks,
Kelly
Hutto Taco Casa

SITE LOCATION MAP



AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Ordinance No. O-2021-072 altering the prima facie speed limits established for vehicles under section 545.356 of the Texas Transportation Code upon various streets located within the corporate limits of the City of Hutto; amending Chapter 22, Traffic and Vehicles, Article 22.07, Traffic Schedules, Section 22.07.001 Speed Limits, of the Code of Ordinances.

Meeting: Thursday, November 18, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Speed Limits Ordinance 11.15.21 Exhibit A

ARTICLE 22.07 TRAFFIC SCHEDULES

Sec. 22.07.001 Speed limits

(a) Limits on specific streets.

Street	Direction of Travel	Location	Speed Limit (mph)
C.R. 137	North and south	Beginning at the south curbline of F.M. 1660 and ending at 4,390 feet south	40
Carl Stern Blvd.	East and west	Beginning at 150 feet east of the east curbline of Edison Dr. and ending at F.M. 1660	35
Ed Schmidt Blvd./ C.R. 119	North and south	Beginning at the north curbline of U.S. Hwy. 79 and ending 1,060 feet north	35
Ed Schmidt Blvd./ C.R. 119	North and south	Beginning at 1,060 feet north of the north curbline of U.S. Hwy. 79 north to Limmer Loop	50
FM 1660 N	North	Beginning at the intersection with US 79 at mile point 7.297 to 48 ft north of Cottonwood Drive at mile point 6.791, a distance of 0.506 miles	30
FM 1660 N	North	From 48 ft north of Cottonwood Drive at mile point 6.791 up to 535 ft north of CR-136 (Mager Lane) at mile point 6.591, a distance of 0.200 miles	45
FM 1660 N	South	From 535 ft north of CR-136 (Mager Lane) at mile point 6.591 up to 48 ft north of Cottonwood Drive at mile point 6.791, a distance of 0.200 miles	45
FM 1660 N	South	From 48 ft north of Cottonwood Drive at mile point 6.791 to the intersection with US 79 at mile point 7.297, a distance of 0.506 miles	30
Limmer Loop	East and west	Beginning at Ed Schmidt Blvd./C.R. 119 to F.M. 1660	50

ABAMILLO COURT	*In its entirety*	*25*
ACADIA COVE	*In its entirety*	*25*
ADAMAE LANE	*In its entirety*	*25*
ADELINE ROAD	*In its entirety*	*25*
ADRIANA LANE	*In its entirety*	*25*
AGUILAR DRIVE	*In its entirety*	*25*

ALBANY WAY	In its entirety	25
ALMQUIST STREET	In its entirety	25
ALTAMONT STREET	In its entirety	25
ANDERSON STREET	In its entirety	25
ANDROSS COURT	In its entirety	25
ANTHONY STREET	In its entirety	25
AOUDAD ROAD	In its entirety	25
ARANSAS RIVER ROAD	In its entirety	25
ARMANO BAYOU WAY	In its entirety	25
ARNAGE DRIVE	In its entirety	25
ASCARI COURT	In its entirety	25
ATTOYAC BAYOU DRIVE	In its entirety	25
AUSTIN BAYOU DRIVE	In its entirety	25
AUTUMN LEAF ROAD	In its entirety	25
BABBLEBROOK WAY	In its entirety	25
BAKERS COVE	In its entirety	25
BAKERS LANE	In its entirety	25
BALDWIN STREET	In its entirety	25
BALLENTINE COURT	In its entirety	25
BALSAM STREET	In its entirety	25
BANKSIDE DRIVE	In its entirety	25
BARLEY FORK LANE	In its entirety	25
BARTON CREEK LANE	In its entirety	25
BAXENDALE STREET	In its entirety	25
BAYLISS STREET	In its entirety	25
BEACON COVE	In its entirety	25
BEAR OAK STREET	In its entirety	25
BEARTOOTH WAY	In its entirety	25
BEEFWOOD COVE	In its entirety	25
BENNETT COVE	In its entirety	25
BENT CREEK DRIVE	In its entirety	25
BERRYHACK COURT	In its entirety	25
BIG CYPRESS BAYOU ROAD	In its entirety	25
BIG SANDY CREEK DRIVE	In its entirety	25
BIRMINGHAM COURT	In its entirety	25
BLACKMAN COURT	In its entirety	25
BLACKMAN TRAIL	In its entirety	25
BLEWETT DRIVE	In its entirety	25
BLUEJACK WAY	In its entirety	25
BLUEJAY COVE	In its entirety	25
BOWIE LANE	In its entirety	25
BRANSON BOULEVARD	In its entirety	25
BRIDGES AT CROSS CREEK BOULEVARD	In its entirety	25
BRISCOE COVE	In its entirety	25
BROCK COVE	In its entirety	25
BROOKE STREET	In its entirety	25
BROOKLANDS BOULEVARD	In its entirety	25

BROOKSIDE STREET	In its entirety	25
BROWN STREET	In its entirety	25
BUBBLING BROOK DRIVE	In its entirety	25
BUESCHER COVE	In its entirety	25
CAMELLIA DRIVE	In its entirety	25
CAMPOS DRIVE	In its entirety	25
CANADIAN COVE	In its entirety	25
CANLEY LOOP	In its entirety	25
CANOE COVE	In its entirety	25
CAPITOL STREET	In its entirety	25
CAROL DRIVE	In its entirety	25
CARRINGTON STREET	In its entirety	25
CASSANDRA DRIVE	In its entirety	25
CASTLE DRIVE	In its entirety	25
CATTAIL COVE	In its entirety	25
CHARTER OAK DRIVE	In its entirety	25
CHICKASAW LANE	In its entirety	25
CHURCH STREET	In its entirety	25
CLARKS WAY	In its entirety	25
CLEARLAKE DRIVE	In its entirety	25
CLOUD ROAD	In its entirety	25
CO OP BOULEVARD	In its entirety	25
COCKRILL COURT	In its entirety	25
COCKRILL COVE	In its entirety	25
COCKRILL STREET	In its entirety	25
COCONUT COVE	In its entirety	25
COLLEGE STREET	In its entirety	25
COLTHORPE LANE	In its entirety	25
COMAL RUN	In its entirety	25
COMBE DRIVE	In its entirety	25
CONCAN DRIVE	In its entirety	25
CONCHO PEARL PLACE	In its entirety	25
CONCHO RIVER DRIVE	In its entirety	25
COOLRIDGE COURT	In its entirety	25
CORNFIELD WAY	In its entirety	25
COROLLA COURT	In its entirety	25
COTTON CREEK WAY	In its entirety	25
COTTON COVE	In its entirety	25
COTTONWOOD DRIVE	In its entirety	25
COUNTRY ESTATES DRIVE	In its entirety	25
COVENTRY DRIVE	In its entirety	25
CRAFT STREET	In its entirety	25
CRANBROOK LANE	In its entirety	25
CREEK BEND COVE	In its entirety	25
CREEK HOLLOW DRIVE	In its entirety	25
CREEK LEDGE DRIVE	In its entirety	25
CREEKSIDE DRIVE	In its entirety	25
CRESTON COVE	In its entirety	25

CRESTON STREET	In its entirety	25
CROW PASTURE AVENUE	In its entirety	25
CYRIL DRIVE	In its entirety	25
DANA DRIVE	In its entirety	25
DAVID DRIVE	In its entirety	25
DAYMON COURT	In its entirety	25
DECKER DRIVE	In its entirety	25
DELBY STREET	In its entirety	25
DELIA CHAPPA LANE	In its entirety	25
DEMPS STREET	In its entirety	25
DENTON DRIVE	In its entirety	25
DICKINSON BAYOU COVE	In its entirety	25
DOC JOHNS DRIVE	In its entirety	25
DOCKING IRON DRIVE	In its entirety	25
DOODLE LANE	In its entirety	25
DOWDY COVE	In its entirety	25
DUNHILL STREET	In its entirety	25
DURANGO DOWNS DRIVE	In its entirety	25
DUROC DRIVE	In its entirety	25
EAST AUSTIN AVENUE	In its entirety	25
EAST FRONT STREET	In its entirety	25
EAST LIVE OAK STREET	In its entirety	25
EAST METCALFE STREET	In its entirety	25
EAST PECAN STREET	In its entirety	25
EAGLE LAKE DRIVE	In its entirety	25
EAST STREET	In its entirety	25
EASY COVE	In its entirety	25
EASY STREET	In its entirety	25
EDISON DRIVE	In its entirety	25
ELI WHITNEY WAY	In its entirety	25
ELM CREEK DRIVE	In its entirety	25
EMMA LYNN LANE	In its entirety	25
EMORY CROSSING BOULEVARD	In its entirety	25
EMORY FARMS AVENUE	In its entirety	25
EMORY FIELDS COVE	In its entirety	25
EMORY FIELDS DRIVE	In its entirety	25
EMORY STABLE DRIVE	In its entirety	25
ENCLAVE WAY	In its entirety	25
ENGLENOOK DRIVE	In its entirety	25
ERIN COVE	In its entirety	25
ESPARZA COURT	In its entirety	25
ESTREETATE COVE	In its entirety	25
ESTATE DRIVE	In its entirety	25
EVANS STREET	In its entirety	25
EVERGLADES COVE	In its entirety	25

EXCHANGE BOULEVARD	In its entirety	25
FAIRMEADOW DOWNS DRIVE	In its entirety	25
FARLEY STREET	In its entirety	25
FARM CREEK COVE	In its entirety	25
FARM CREEK DRIVE	In its entirety	25
FARMHOUSE COVE	In its entirety	25
FARMHOUSE DRIVE	In its entirety	25
FINLEY STREET	In its entirety	25
FISHBAUGH LANE	In its entirety	25
FISTREETRAL DRIVE	In its entirety	25
FLAT ROCK DRIVE	In its entirety	25
FLINN STREET	In its entirety	25
FLOATING LEAF DRIVE	In its entirety	25
FLOWERS AVENUE	In its entirety	25
FORSYTH COURT	In its entirety	25
FORT CLARK SPRINGS DRIVE	In its entirety	25
FOXGLOVE DRIVE	In its entirety	25
FRIO RIVER TRAIL	In its entirety	25
GAINER COURT	In its entirety	25
GAINER COVE	In its entirety	25
GAINER DRIVE	In its entirety	25
GARCITAS CREEK LANE	In its entirety	25
GARRETT COURT	In its entirety	25
GEMSBOK ROAD	In its entirety	25
GOLDEN LANE	In its entirety	25
GOLDEN PLAINS PKWY	In its entirety	25
GRACIE WAY	In its entirety	25
GRANT COVE	In its entirety	25
GRAPEFRUIT ROAD	In its entirety	25
GRASSLANDS TRAIL	In its entirety	25
GRAY FOX COVE	In its entirety	25
GRAY FOX LOOP	In its entirety	25
GREAT WESTERN DRIVE	In its entirety	25
GREENFINCH STREET	In its entirety	25
GREENS BAYOU TRAIL	In its entirety	25
GRISHAM DRIVE	In its entirety	25
GROVES LANE	In its entirety	25
GUADALUPE BASS ROAD	In its entirety	25
GUERNSEY AVENUE	In its entirety	25
GUERNSEY COVE	In its entirety	25
GURLEY COVE	In its entirety	25
HACKBERRY BRANCH DRIVE	In its entirety	25
HAGUE STREET	In its entirety	25
HALSEY STREET	In its entirety	25
HANSTROM COURT	In its entirety	25

HANSTROM DRIVE	In its entirety	25
HARLAN DRIVE	In its entirety	25
HARVEST LANE	In its entirety	25
HAWKINS COURT	In its entirety	25
HAY NEEDLE LOOP	In its entirety	25
HEDGE GREEN HOLLOW	In its entirety	25
HELEN COVE	In its entirety	25
HELEN ROAD	In its entirety	25
HENDELSON LANE	In its entirety	25
HEREFORD LOOP	In its entirety	25
HERRERA COURT	In its entirety	25
HERRERA TRAIL	In its entirety	25
HERSEE COURT	In its entirety	25
HIBISCUS DRIVE	In its entirety	25
HOLBROOKE STREET	In its entirety	25
HOLLAND STREET	In its entirety	25
HOLMAN PATH	In its entirety	25
HOLMSTROM STREET	In its entirety	25
HONDO LANE	In its entirety	25
HONEY LOCUST WAY	In its entirety	25
HORIZON COVE	In its entirety	25
HORNBILL DRIVE	In its entirety	25
HUTTO STREET	In its entirety	25
HYLTIN STREET	In its entirety	25
INMAN DRIVE	In its entirety	25
IOLA DRIVE	In its entirety	25
IRINA COVE	In its entirety	25
IRINA DRIVE	In its entirety	25
JACOBS WELL DRIVE	In its entirety	25
JANIS MAE DRIVE	In its entirety	25
JASMINE WAY	In its entirety	25
JETHRO TULL DRIVE	In its entirety	25
JIM CAGE LANE	In its entirety	25
JOHNSON COVE	In its entirety	25
JOHNSON DRAW ROAD	In its entirety	25
KAATZ LANE	In its entirety	25
KAKI COVE	In its entirety	25
KATES WAY	In its entirety	25
KERLEY COURT	In its entirety	25
KERLEY DRIVE	In its entirety	25
KILLIAN LOOP	In its entirety	25
KING LANE	In its entirety	25
KNIPPA COVE	In its entirety	25
KNOWLES DRIVE	In its entirety	25
KOTHMAN DRIVE	In its entirety	25
KRAUSE SPRINGS DRIVE	In its entirety	25
KYLE STREET	In its entirety	25
LADYBUG LANE	In its entirety	25
LAGUNA COVE	In its entirety	25

LAKEMONT DRIVE	In its entirety	25
LANCASTER STREET	In its entirety	25
LANCIA STREET	In its entirety	25
LAUREN WAY	In its entirety	25
LAVACA LOOP	In its entirety	25
LAVACA RIVER LANE	In its entirety	25
LEGENDS OF HUTTO TRAIL	In its entirety	25
LEON RIVER LOOP	In its entirety	25
LEONA RIVER TRAIL	In its entirety	25
LIARD RIVER ROAD	In its entirety	25
LIBERTY STREET	In its entirety	25
LIDELL STREET	In its entirety	25
LIGHTFOOT COURT	In its entirety	25
LIMMER LOOP	In its entirety	25
LINCOLANE STREET	In its entirety	25
LITTLE LAKE ROAD	In its entirety	25
LLANO RIVER TRAIL	In its entirety	25
LONE STAR BOULEVARD	In its entirety	25
LONE STAR COURT	In its entirety	25
LONGBRIDGE DRIVE	In its entirety	25
LORYN DRIVE	In its entirety	25
LOSOYA COURT	In its entirety	25
LOW BRAMBLE DRIVE	In its entirety	25
LUCKY CLOVER LANE	In its entirety	25
LUCY COVE	In its entirety	25
LUNA VISTA DRIVE	In its entirety	25
LYREBIRD LANE	In its entirety	25
MADISON LANE	In its entirety	25
MAGER LANE	In its entirety	25
MAGNOLIA RANCH LANE	In its entirety	25
MAIN STREET	In its entirety	25
MALLARD COVE	In its entirety	25
MANGOLD DRIVE	In its entirety	25
MANNY COVE	In its entirety	25
MARIMOOR DRIVE	In its entirety	25
MARJORIE DRIVE	In its entirety	25
MARKLAWN LANE	In its entirety	25
MARVIN COVE	In its entirety	25
MATLOCK CIRCLE	In its entirety	25
MATTHEW COVE	In its entirety	25
MATTHEW DRIVE	In its entirety	25
MATTINGLY STREET	In its entirety	25
MAY STREET	In its entirety	25
MCCORMICK COVE	In its entirety	25
MCCOY LANE	In its entirety	25
MEADOW LARK LANE	In its entirety	25
MEADOWSIDE DRIVE	In its entirety	25
MEAGAN COVE	In its entirety	25

MESQUITE BRIAR TRAIL	In its entirety	25
METHODIUS DRIVE	In its entirety	25
MILLINER LOOP	In its entirety	25
MILLOOK HAVEN	In its entirety	25
MINOW PASS	In its entirety	25
MITCHELL DRIVE	In its entirety	25
MOCKINGBIRD COVE	In its entirety	25
MOLLIE DRIVE	In its entirety	25
MONTEFORTE ROAD	In its entirety	25
MONTEGO STREET	In its entirety	25
MONTELL LANE	In its entirety	25
MOOSE ROAD	In its entirety	25
MORNING DOVE DRIVE	In its entirety	25
MOSSY ROCK COVE	In its entirety	25
MOSSY ROCK DRIVE	In its entirety	25
MOUNTAIN MAPLE STREET	In its entirety	25
MULBERRY CREEK LANE	In its entirety	25
MUSSELMAN COURT	In its entirety	25
NAVIDAD RIVER DRIVE	In its entirety	25
NETTLE SWAP DRIVE	In its entirety	25
NORTH ASH COVE	In its entirety	25
NORTH CREEK BEND DRIVE	In its entirety	25
NORTH EMORY COVE	In its entirety	25
NORTH PASTURE COVE	In its entirety	25
NORTH PAULEY DRIVE	In its entirety	25
NUECES RIVER TRAIL	In its entirety	25
OAKDALE MEADOWS LANE	In its entirety	25
OCONEE STREET	In its entirety	25
OLDBRIDGE DRIVE	In its entirety	25
OMAN STREET	In its entirety	25
OPEN RANGE DRIVE	In its entirety	25
ORCHARD WAY	In its entirety	25
ORGAIN STREET	In its entirety	25
OSIER PASS	In its entirety	25
OSTRACODA LANE	In its entirety	25
OTELLO WAY	In its entirety	25
OTTAVIANO WAY	In its entirety	25
OZARK DRIVE	In its entirety	25
PADDINGTON WAY	In its entirety	25
PAIGE BEND	In its entirety	25
PALESTREETINE COVE	In its entirety	25
PALLANO ROAD	In its entirety	25
PANICO ROAD	In its entirety	25
PAPAYA COVE	In its entirety	25

PARK STREET	In its entirety	25
PEACEFUL HAVEN WAY	In its entirety	25
PEARLAND STREET	In its entirety	25
PEARSALL LANE	In its entirety	25
PEASE RIVER WAY	In its entirety	25
PEBBLE PATH	In its entirety	25
PEMBROKE COURT	In its entirety	25
PENTIRE WAY	In its entirety	25
PHEASANT COVE	In its entirety	25
PHILLIPS STREET	In its entirety	25
PIERCE STREET	In its entirety	25
PINE ISLAND BAYOU DRIVE	In its entirety	25
PINKERTON DRIVE	In its entirety	25
PLANTAIN DRIVE	In its entirety	25
POND WAY	In its entirety	25
POTTER COVE	In its entirety	25
PRONGHORN STREET	In its entirety	25
PULITZER DRIVE	In its entirety	25
PUMPKIN DRIVE	In its entirety	25
QUAIL CIRCLE	In its entirety	25
QUAIL HOLLOW DRIVE	In its entirety	25
QUARRYMAN DRIVE	In its entirety	25
QUARTON DRIVE	In its entirety	25
REAGAN WELLS DRIVE	In its entirety	25
RED BUCKEYE STREET	In its entirety	25
REDBUD	In its entirety	25
REDFISH LANE	In its entirety	25
RHONDA COVE	In its entirety	25
RICHARDS DRIVE	In its entirety	25
RINEHARDT STREET	In its entirety	25
RIOS STREET	In its entirety	25
RIVERBED PASS	In its entirety	25
RIVERWALK DRIVE	In its entirety	25
ROAMING DRIVE	In its entirety	25
ROCHESTER LANE	In its entirety	25
ROSS STREET	In its entirety	25
ROUND BALE ROAD	In its entirety	25
ROZNOVAK STREET	In its entirety	25
RYAN COVE	In its entirety	25
SABINE RIVER DRIVE	In its entirety	25
SAMSON DRIVE	In its entirety	25
SAN ANTONIO RIVER WALK	In its entirety	25
SAN BERNARD TRAIL	In its entirety	25
SANDRA ANN WAY	In its entirety	25
SAPELO STREET	In its entirety	25
SARNELLA WAY	In its entirety	25
SASSAFRAS STREET	In its entirety	25

SAUL STREET	In its entirety	25
SAVIANO ROAD	In its entirety	25
SCHNEIDER BOULEVARD	In its entirety	25
SCOTSBURG STREET	In its entirety	25
SCURLOCK COURT	In its entirety	25
SEAHOLM LANE	In its entirety	25
SEBRING CIRCLE	In its entirety	25
SHERMAN STREET	In its entirety	25
SHILOH COVE	In its entirety	25
SIKA COVE	In its entirety	25
SIMMENTAL LOOP	In its entirety	25
SKYLARK COVE	In its entirety	25
SKYLARK LANE	In its entirety	25
SOPAPILLA WAY	In its entirety	25
SOPHORA DRIVE	In its entirety	25
SOUTH ASH COVE	In its entirety	25
SOUTH BRUSHY STREET	In its entirety	25
SOUTH CREEK BEND DRIVE	In its entirety	25
SOUTH PASTURE DRIVE	In its entirety	25
SOUTH PAULEY DRIVE	In its entirety	25
SPARROW ROAD	In its entirety	25
ST. MARY'S DRIVE	In its entirety	25
STELLAMAR DRIVE	In its entirety	25
STEVEN STREET	In its entirety	25
STEWART DRIVE	In its entirety	25
STINCHCOMB ROAD	In its entirety	25
STONE FORK LANE	In its entirety	25
SULPHUR RIVER LOOP	In its entirety	25
SWEETWATER CREEK LANE	In its entirety	25
SWENSON DRIVE	In its entirety	25
SWINDOLL LANE	In its entirety	25
SYLVAN STREET	In its entirety	25
TANGLEWOOD LANE	In its entirety	25
TAYLOR STREET	In its entirety	25
TEA ROSE TRAIL	In its entirety	25
THURMAN HOLT ROAD	In its entirety	25
TIMBER BROOK DRIVE	In its entirety	25
TOBY TRAIL	In its entirety	25
TOKALAUN DRIVE	In its entirety	25
TOLCARNE DRIVE	In its entirety	25
TORRE MILETO WAY	In its entirety	25
TOWAN WAY	In its entirety	25
TRICIA COVE	In its entirety	25
TRICIA LANE	In its entirety	25
TRINITY RIVER RUN	In its entirety	25

TROPEANA LANE	In its entirety	25
TWILIGHT WAY	In its entirety	25
ULMUS STREET	In its entirety	25
UTOPIA LANE	In its entirety	25
UVALDE DRIVE	In its entirety	25
VICO ROAD	In its entirety	25
WALKER STREET	In its entirety	25
WALLIN FARMS COVE	In its entirety	25
WALLIN FARMS DRIVE	In its entirety	25
WALLIN STREET	In its entirety	25
WARBLER COVE	In its entirety	25
WARNER BEND	In its entirety	25
WATERBUCK COVE	In its entirety	25
WATERBUCK LOOP	In its entirety	25
WATERGATE WAY	In its entirety	25
WATERLILY WAY	In its entirety	25
WATERWAY AVENUE	In its entirety	25
WATKINVILLE ROAD	In its entirety	25
WATTLES STREET	In its entirety	25
WEGSTROM STREET	In its entirety	25
WELLS BEND	In its entirety	25
WELLS BEND COURT	In its entirety	25
WEST AUSTIN AVENUE	In its entirety	25
WEST FRONT STREET	In its entirety	25
WEST LIVE OAK STREET	In its entirety	25
WEST METCALFE STREET	In its entirety	25
WEST PECAN STREET	In its entirety	25
WEST STREET	In its entirety	25
WESTFIELD STREET	In its entirety	25
WHELK LOOP	In its entirety	25
WHIRLING EDDY COVE	In its entirety	25
WHISPER RILL DRIVE	In its entirety	25
WHITEROCK CREEK DRIVE	In its entirety	25
WHITFIELD STREET	In its entirety	25
WICHITA RIVER ROAD	In its entirety	25
WILD ANGLER WAY	In its entirety	25
WILEY STREET	In its entirety	25
WILL LANE	In its entirety	25
WILLIAMS WAY	In its entirety	25
WILLOWBROOK DRIVE	In its entirety	25
WILSON COURT	In its entirety	25
WIMBERLEY STREET	In its entirety	25
WIND ELM DRIVE	In its entirety	25
WIND TRAIL	In its entirety	25
WINDY REED ROAD	In its entirety	25
WOLD DRIVE	In its entirety	25
WOLSELEY COVE	In its entirety	25

WOLSELEY DRIVE	*In its entirety*	*25*
WREN COVE	*In its entirety*	*25*
WREN TRAIL	*In its entirety*	*25*
YUKON COVE	*In its entirety*	*25*
ZAGATO STREET	*In its entirety*	*25*

(b) Non-posted streets. For all non-posted streets in the city limits, the maximum speed shall be 30 miles per hour as set forth in the Texas Transportation Code.

(c) State-maintained highways. Maximum speed limits will be determined by the state department of transportation for state-maintained highways within the city limits, which are U.S. Highway 79, F.M. 1660 and F.M. 685, and are posted by the state department of transportation based on results of their own engineering and traffic investigations.

(d) Penalty.

(1) All of the streets of this city, and all portions of any such streets, are hereby declared to be public streets and that the driving or operating of any motor vehicle on or along any portion of any street of this city at a rate of speed that is greater than the maximum rate of speed for said portion of said street, as fixed by this section shall be guilty of a misdemeanor, which is named “the offense of speeding” and that the said offense is punishable by a fine in any sum not to exceed two hundred dollars ($200.00). The use of the word “speeding” shall be sufficient to designate the said offense, and shall mean that a motor vehicle has been driven upon a public street at a greater rate of speed than fixed by city ordinance for the street and for the zone thereof, that such motor vehicle was so being driven upon, if zoned.

(2) In prosecutions under this section, for the offense of speeding, the complaint, if in other respects sufficient in form, shall as to the portion thereof seeking to acknowledge the offense, be sufficient if it in substance alleges that the defendant did while driving a motor vehicle in said city commit the offense of “speeding.”

Sec. 22.07.002 School zones

The city hereby designates school zones created in accordance with the recommendations and procedures found in the Texas Manual on Uniform Traffic-Control Devices (TMUTCD). The school zones are identified in accordance with the signs, signals, and other markings specified in the TMUTCD.

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Resolution No. R-2021-165A approving an interlocal agreement between the City of Hutto and Williamson County regarding participation in the design and construction related to Segment 3 of the Southeast Loop (FM 3349) Construction Project; and repealing Resolution No. R-2021-165. (Wade Benton)

Meeting: Thursday, November 18, 2021

Department: Public Works

Staff Contact:

BACKGROUND INFORMATION:

Williamson County is developing a new roadway connecting SH 130 to US 79 at FM 3349. The project is broken up into three segments that fall within Hutto's ETJ. Segment 3 begins near the intersection of FM 3349 and CR 404 and ends just north of US 79 at CR 395. The proposed right-of-way for the SE Loop Segment 3 encroaches upon two parcels currently owned by the City of Hutto. Williamson County is requesting the City donate right-of-way as described in the proposed Interlocal Agreement (ILA).

SUMMARY OF REQUEST:

Approval of interlocal agreement for conveyance of right-of-way to Williamson County in support of the FM 3349 project being funded and constructed by Williamson County.

STAFF REVIEW:

City staff have reviewed the proposed right-of-way donation and recommend approval.

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto FM 3349 ILA FINAL Item 9.7 - 11.4.21
2. Hutto ILA ExhibitA
3. Parcel 63
4. Parcel 83
5. R-2021-165a Hutto Resolution

INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO SEGMENT 3 OF THE SOUTHEAST LOOP (FM 3349) CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT ("**Agreement"**) is entered into between the City of Hutto, Texas, a Texas municipal corporation (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing Segment 3 of the Southeast Loop along existing FM 3349 from CR 404 to CR 395, the approximate location being shown on Exhibit "A", attached hereto, (the "County Project"); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's design and construction of the County Project. The County Project includes the planning of a future controlled-access facility from SH 130 to US 79 and the design and construction of the first phase of Segment 3, a two lane divided roadway along FM 3349 from CR 404 to CR 395.

II.
CONSTRUCTION OF COUNTY PROJECT

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right-of-way acquisitions, utility relocations, and all other costs related to the construction of the County Project.

2.02 Construction Plans. The County will submit the plans and specifications related to the County Project to the City.

2.03 Inspection. The City may inspect all aspects of the County Project that are within the City Limits during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project for those sections of the County Project that lie within the City Limits. The County shall require the contractor to provide performance bonds, and maintenance bonds in favor of the City for the County Project in amounts satisfactory to the City. The County shall transfer any warranties for the County Project within the city limits to the City upon final completion and acceptance of the Project.

III.

CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries, including the acquisition of right-of-way, through condemnation or otherwise. The City further agrees to accept maintenance of the County Project within the City limits.

3.02 Utility Conflicts. City and County agree to cooperate regarding the location of water and/or wastewater utilities that conflict with the new right-of-way. The City acknowledges that the County shall be responsible for all design and construction costs to relocate utility lines whether said lines are within existing right-of-way or within easements held by the City.

3.03 City Right-of-Way. The City owns two tracts abutting the proposed right-of-way for the County Project. The two tracts (ROW Tracts, Parcels 63 and 83) are described by metes and bounds in Exhibits "B" and "C". The City agrees to grant the County a license and right-of-entry on, over, and under such portions of the ROW Tracts to allow the County to relocate the existing fence on Parcel 63 and Parcel 83, within ten (10) days after receipt of a request from the County. Additionally, from Parcel 63, the City shall be responsible for dedicating a 25' utility easement to Koch Pipeline Services-Flint Hills Resources, a 50' temporary construction easement to Koch Pipeline Services-Flint Hills Resources and a 20' utility easement to Jonah SUD. The City agrees to allow the County Project to relocate the existing fence on Parcel 63 and Parcel 83 to the proposed right-of-way line.

IV.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. In the event that the City defaults under this Agreement, and such default is not cured within thirty (30) days after the County provides written notice to cure, County may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to the Segment 3 of the County Project shown in the plans attached hereto as Exhibit "A."

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: _____
_____
_____

Attn: City Manager

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF HUTTO, TEXAS

By:_____

Name:_____

Its:_____

ATTEST:

By: _____

_____, _____ City Secretary

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by _____ as City Manager of the City of Hutto, a Texas home-rule city, on behalf of said city.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

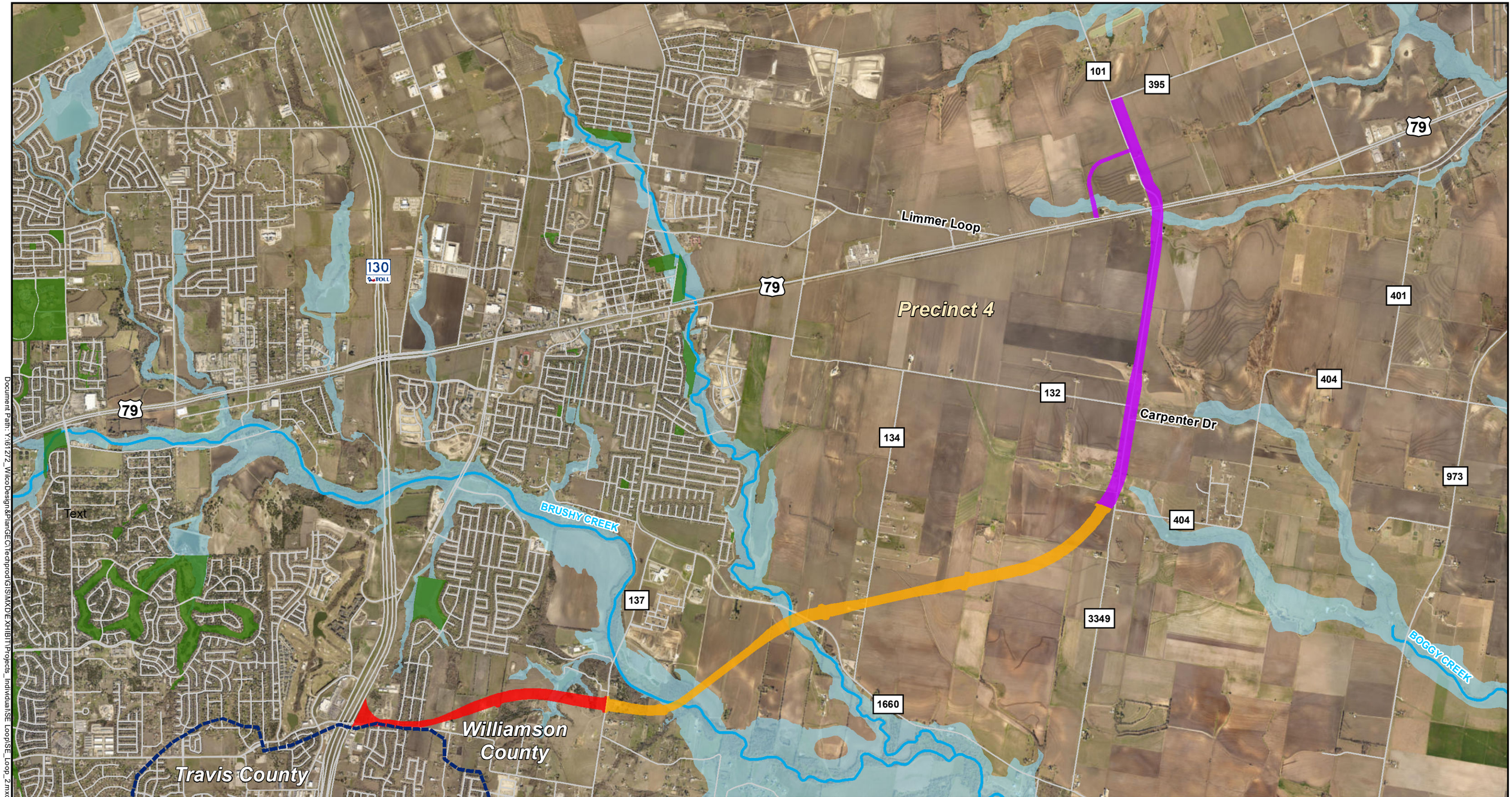
ATTEST:

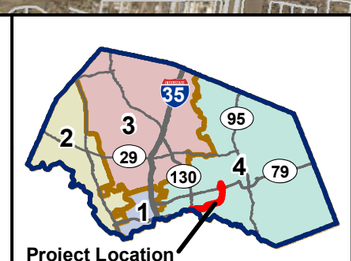
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas





Southeast Loop
SH 130 to US 79

WILLIAMSON COUNTY 1848

- Segment 1
- Segment 2
- Segment 3
- Williamson County Boundary
- Parks and Open Spaces
- Flood Hazard Area (FEMA)
- Rivers/Streams
- Roadways

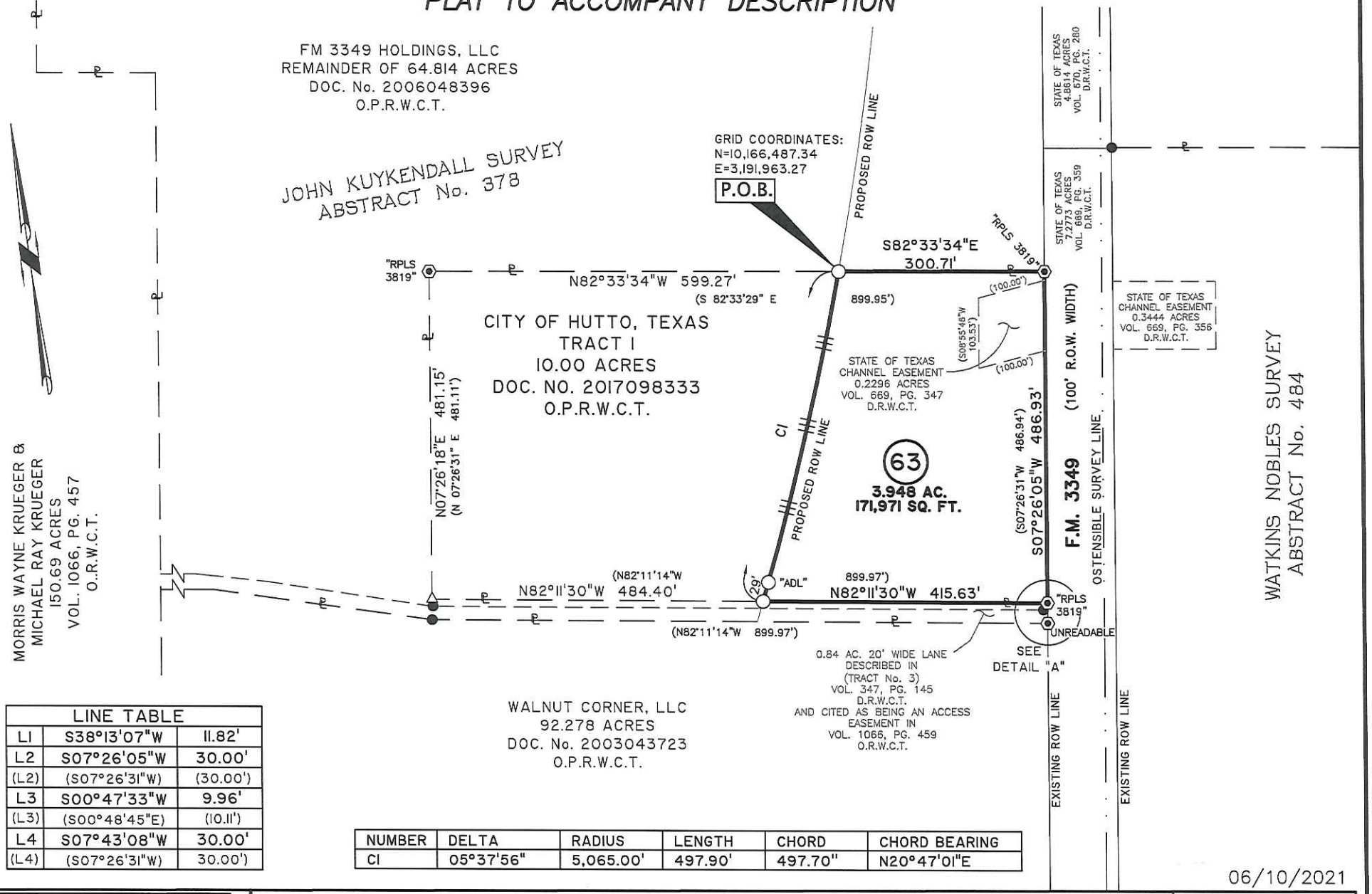
N W E S

0 0.5 1
Miles

Document Path: Y:\61272_WilcoDesign&PlanGEO\Terchprod\GIS\MXD\EXHIBIT\Projects_Individual\SE_Loop\SE_Loop_2.mxd

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
L1	S38°13'07"W	11.82'
L2	S07°26'05"W	30.00'
(L2)	(S07°26'31"W)	(30.00')
L3	S00°47'33"W	9.96'
(L3)	(S00°48'45"E)	(10.11')
L4	S07°43'08"W	30.00'
(L4)	(S07°26'31"W)	30.00')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	05°37'56"	5,065.00'	497.90'	497.70"	N20°47'01"E

06/10/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF HUTTO, TEXAS

PARCEL 63

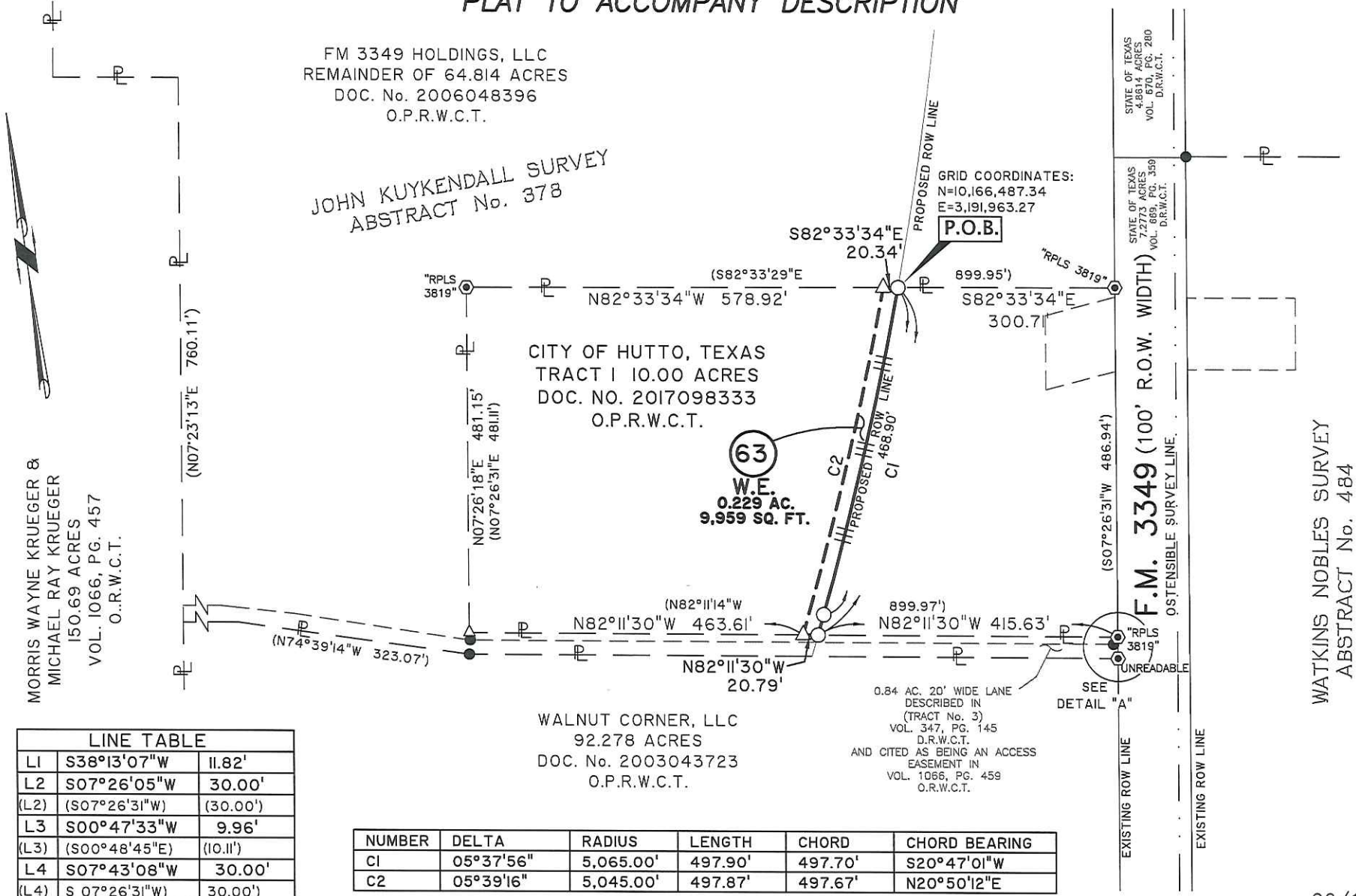
SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	FM 3349

PAGE 3 OF 4

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\PARCEL 63-CITY OF HUTTO.dwg

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
L1	S38°13'07"W	11.82'
L2	S07°26'05"W	30.00'
(L2)	(S07°26'31"W)	(30.00')
L3	S00°47'33"W	9.96'
(L3)	(S00°48'45"E)	(10.11')
L4	S07°43'08"W	30.00'
(L4)	S 07°26'31"W)	30.00')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05°37'56"	5,065.00'	497.90'	497.70'	S20°47'01"W
C2	05°39'16"	5,045.00'	497.87'	497.67'	N20°50'12"E

06/10/2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF HUTTO, TEXAS

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	FM 3349

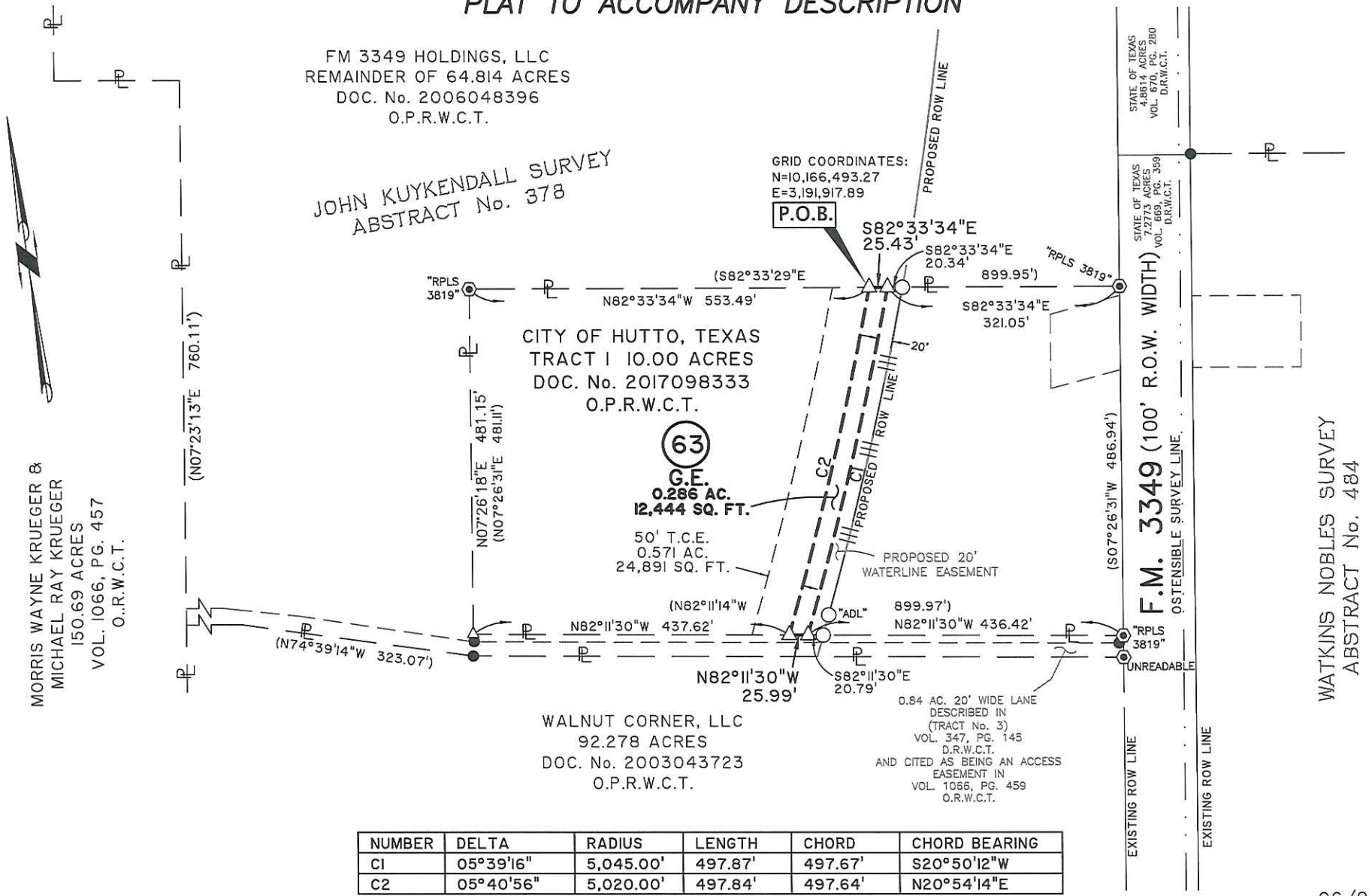
PARCEL 63
W.E.

PAGE 2 OF 3

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\JONAH\PARCEL 63-CITY OF HUTTO-WE.dwg

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05°39'16"	5,045.00'	497.87'	497.67'	S20°50'12"W
C2	05°40'56"	5,020.00'	497.84'	497.64'	N20°54'14"E

06/29/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF HUTTO, TEXAS

PARCEL 63
G.E.

SCALE
1" = 200'

WILLIAMSON COUNTY

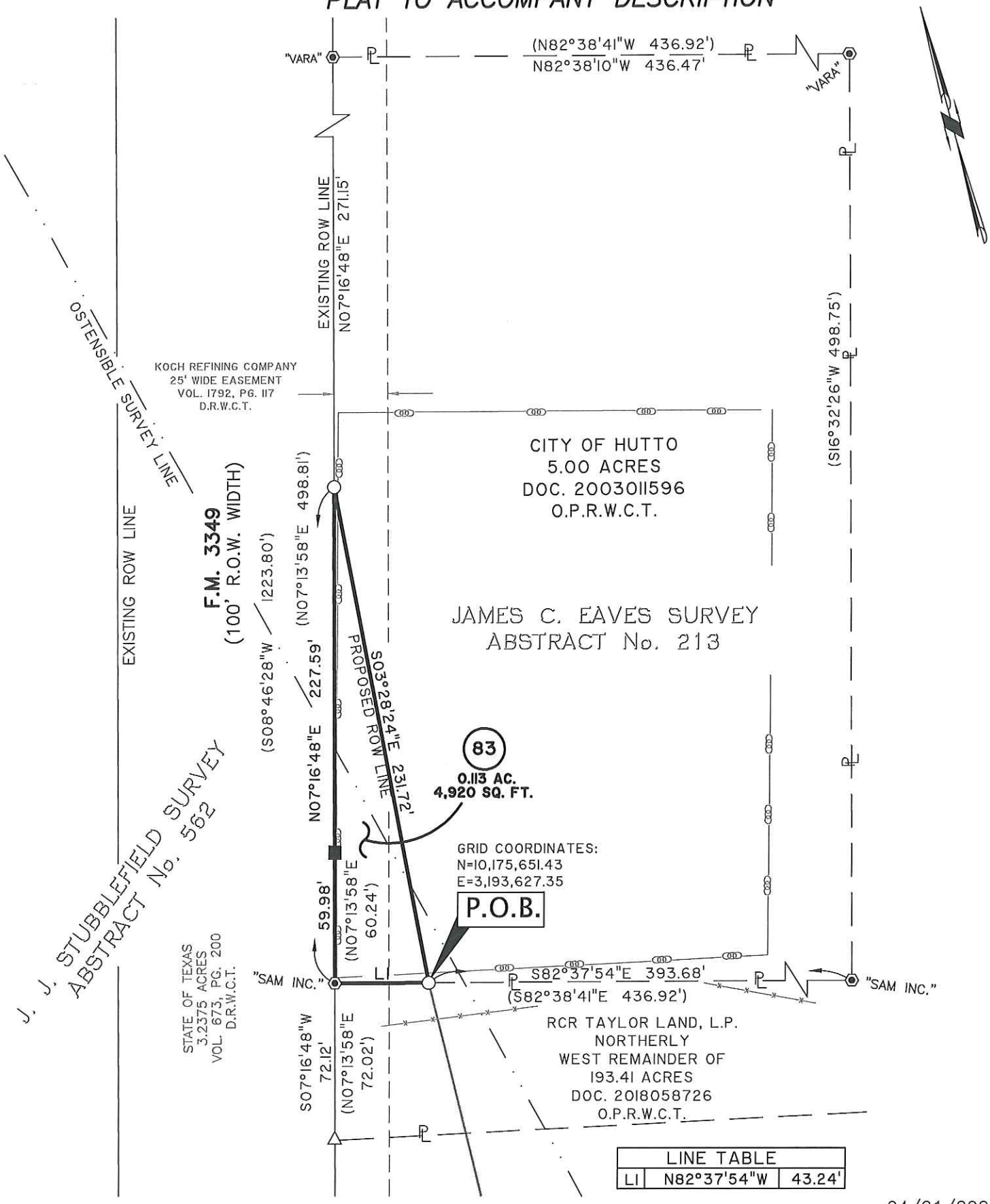
PROJECT
FM 3349

PAGE 3 OF 4

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\GAS\PARCEL 63-CITY OF HUTTO-GE.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
L1	N82°37'54"W	43.24'

04/21/2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF HUTTO

SCALE	WILLIAMSON COUNTY	PROJECT
1" = 60'		FM 3349

PARCEL 83

PAGE 2 OF 3

RESOLUTION NO. R-2021-165A

A RESOLUTION OF THE CITY OF HUTTO, TEXAS REPEALING RESOLUTION R-2021-165; APPROVING AN INTERLOCAL AGREEMENT REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO SEGMENT 3 OF THE SOUTHEAST LOOP (FM 3349) CONSTRUCTION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2021, the City Council adopted Resolution R-2021-165 approving an Interlocal Agreement regarding the City/County participation in the design and construction costs related to Segment 3 of the Southeast Loop (FM 3349) construction project, and authorizing the City Manager to execute the Agreement (the "Agreement"); and

WHEREAS, some revisions to the Agreement have been requested; and

WHEREAS, the City Council desires to repeal Resolution R-2021-165 and authorize the City Manager to enter into an Interlocal Agreement regarding the City/County participation in the design and construction costs related to Segment 3 of the Southeast Loop (FM 3349) construction project, with the requested changes; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Agreement, attached as Exhibit A;

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: That the Hutto City Council hereby repeals Resolution R-2021-165 and approves and authorizes the City Manager to execute the Interlocal Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 18th day of November, 2021.

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary