



City of Hutto

Agenda

City Council Meeting

Thursday, October 15, 2020 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 www.huttotx.gov

Page

1. CALL SESSION TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. CITY COUNCIL COMMENTS

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

5.1. General Comments from City Council.

5.2. Council Commission 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. Comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 3:00 pm on October 15, 2020. The email must

include name, address, phone # and email to be recognized properly.
Citizens wishing to comment by phone may call:

Toll Free Call In: 1-800-717-4201
Conference ID: 242-3288

Once you are in the conference call press *5 to signal that you are requesting to speak during public comment.

[Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.]

7. CITY MANAGER COMMENTS

8. CONSENT AGENDA ITEMS

- | | | |
|------|---|---------|
| 8.1. | Consideration and possible action on Resolution No. R-2020-089 authorizing the City Manager to execute a proposal for Appraisal Services with Aegis Group, Inc. For appraisal services for the Hutto 315/Emory Crossing Public Improvement District. (City Attorney)
R-2020-089 Authorize CM to sign engagement letter Hutto 315 PID -Emory Crossing- Aegis Group, Inc. 10-15-20 | 8 - 13 |
| 8.2. | Consideration and possible action on Resolution No. R-2020-088 authorizing the City Manager to execute a proposal for Appraisal Services with the Aegis Group, Inc. for appraisal services for the Durango Farms Public Improvement District. (City Attorney)
R-2020-088 Authorize CM to sign engagement letter- Durango Farms PID Aegis Group Inc. 10-15-20 | 14 - 19 |
| 8.3. | Consideration and possible action on Resolution No. R-2020-093 approving the proposed Covered Bridge Revised Preliminary Plat, 49.95 acres, more or less, of land, 231 residential lots, located on CR 138.(Ashley Lumpkin)
Agenda Item Report - AIR-20-359 - Pdf | 20 - 24 |
| 8.4. | Consideration and possible action on Resolution No. R-2020-094 approving the proposed Emory Crossing Preliminary Plat Revision #2, 315.28 acres, more or less, of land, 1,350 residential lots, one amenity lot and one commercial lot, located on FM 1660 North.(Ashley Lumpkin)
Agenda Item Report - AIR-20-346 - Pdf | 25 - 35 |
| 8.5. | Consideration and possible action on Resolution No. R-2020-095 approving the proposed Cottonwood Creek Phase 3 Final Plat, 32.904 acres, more or less, of land, 138 residential lots, located on CR 199.(Ashley Lumpkin)
Agenda Item Report - AIR-20-305 - Pdf | 36 - 42 |
| 8.6. | Consideration and possible action on Resolution No. R-2020-096 approving the proposed Emory Crossing Phase 2 Final Plat, 44.321 acres, more or less, of land, 108 residential lots, located off of CR 119 at Emory | 43 - 49 |

Crossing Boulevard.(Ashley Lumpkin)

[Agenda Item Report - AIR-20-358 - Pdf](#)

- 8.7. Consideration and possible action on Resolution No. R-2020-097 approving the proposed Hansons Corner Expansion Final Plat, 4.8530 acres, more or less, of land, 3 commercial lots, located on Ed Schmidt Boulevard.(Ashley Lumpkin) 50 - 54

[Agenda Item Report - AIR-20-356 - Pdf](#)

- 8.8. Consideration and possible action on Resolution No. R-2020-098 approving the proposed Highlands North Section 3 Final Plat, 44.847 acres, more or less, of land, 134 residential lots, located on CR 133.(Ashley Lumpkin) 55 - 60

[Agenda Item Report - AIR-20-309 - Pdf](#)

- 8.9. Consideration and possible action on Resolution No. R-2020-099 approving the proposed Hutto Crossing Phase 4 Section 13 Final Plat, 0.774 acres, more or less, of land, one ommercial lot, located on Chris Kelley Boulevard.(Ashley Lumpkin) 61 - 65

[Agenda Item Report - AIR-20-357 - Pdf](#)

- 8.10. Consideration and possible action on Resolution No. R-2020-100 approving the subdivision plat approval extension request for the Hutto Highlands Section 2 Phase 3 Final Plat, 42.698 acres, more or less, of land, 114 residential lots, located on FM 1660 North.(Ashley Lumpkin) 66 - 68

[Agenda Item Report - AIR-20-360 - Pdf](#)

- 8.11. Consideration and possible action on Resolution No. R-2020-101 approving the subdivision plat approval extension request for the Hutto Square Section 6 Final Plat, 16.015 acres, more or less, of land, 64 residential lots, located on Limmer Loop.(Ashley Lumpkin) 69 - 71

[Agenda Item Report - AIR-20-361 - Pdf](#)

- 8.12. Consideration and possible action authorizing the request for a purchase order for PBS of Texas, LLC for the 2021 fiscal year. Monthly janitorial services for City Hall, Library, Police Department and Public Works. (Anthony Host) 72 - 98

[Agenda Item Report - AIR-20-366 - Pdf](#)

[Hutto City Hall Janitorial Costs](#)

[Hutto PD and Public Works Proposal - 9.1.2020](#)

[PBS Interlocal Agreement Cedar Park Janitorial](#)

9. ORDINANCES

- 9.1. Consideration of a public hearing and possible action on Ordinance No. O-2020-043 approving the proposed Unified Development Code (UDC) ordinance amendment to the Code of Ordinances (2014 Edition, as amended), Chapter 2 Section 10.203, Development Review Process, Section 10.204.2, Effective Date and Expiration, Chapter 3, Section 10.311.9, Swimming Pools and Chapter 4, Section 10.405, Building Setbacks, General Rules. (Ashley Lumpkin) 99 - 113

[Agenda Item Report - AIR-20-363 - Pdf](#)

- 9.2. Consideration of a public hearing and possible action on the reading of Ordinance No. O-2020-044 approving the annexation of Titan Innovation Business Park Phase II, 106.66 acres, more or less, of land, and to establish the 114 - 122

base zoning as LI (Light Industrial) located at the southeast corner of Limmer Loop and Innovation Boulevard. (Ashley Lumpkin)

[Agenda Item Report - AIR-20-372 - Pdf](#)

10. RESOLUTIONS

- 10.1. Consideration and possible action on Resolution No. R-2020-090 approving a negotiated settlement between Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's rate review mechanism. (Misti Hancock) 123 - 175

[Agenda Item Report - AIR-20-373 - Pdf](#)

[2020 Atmos Mid-Tex RRM Model Staff Report Attachments](#)

[R-2020-090 Atmos Mid-Tex RRM Settlement Resolution \(002\)](#)

[2020 Atmos Mid-Tex RRM Settlement Resolution Attachments](#)

- 10.2. Consideration and possible action on Resolution No. R-2020-091 amending the authorized representatives for the City's TexPool account. (Misti Hancock) 176 - 178

[R-2020-091 Adding Signers TexPool Account](#)

- 10.3. Consideration and possible action on Resolution No. R-2020-092 amending the authorized representatives for the City's Bancorp account(s). (Misti Hancock) 179

[R-2020-092 Adding Signers to Bancorp Accounts](#)

- 10.4. Discussion and Possible action on Resolution No. R-2020-102 awarding the Lakeside Estates Lift Station decommissioning project to Bell Contractors, Inc and to direct the City Manager to execute contract documents with Bell Contractors, Inc. and to negotiate with developers of Covered Bridge and Southgate developments regarding an agreement for the funding of the project. (Samuel Ray) 180 - 194

[Agenda Item Report - AIR-20-374 - Pdf](#)

[2020.10.06 Recommendation Letter](#)

11. OTHER BUSINESS

- 11.1. Presentation of the preliminary September 2020 financials. (Misti Hancock)

- 11.2. Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, and Local Government Corporations.(City Secretary) 195 - 198

[Boards Commissions List 10-6-20](#)

- 11.3. Consideration and possible action on establishing the scope of the 316 investigation; requesting that the City Manager require current City Employees to appear and provide information and for subpoenas to be issued by the City Secretary for witnesses to appear at the October 22, 2020 hearing. (City Attorney)

- 11.4. Consideration and possible action regarding redacting legal invoices provided by the McGinnis Lochridge LLP Law Firm from January 1, 2018 to July 30, 2019. (City Attorney)

- 11.5. Consideration and possible action on the request from Preston Hollow Capital for the City Manager to execute a "Securitization Bond" Continuing Disclosure Agreement for the Mustang Creek Public Improvement District.

(City Attorney)

- 11.6. Consider and possible action on proposals for Disclosure Counsel for the City of Hutto General Obligation Refunding Bonds, Tax-Exempt Series 2020 and General Obligation Refunding Bonds, Taxable Series 2020. (City Attorney)

12. EXECUTIVE SESSION

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

- 12.1. Receive legal advice from the City Attorney in accordance with Tex. Gov't Code § 551.071 (1) about pending litigation, to wit: Cause No. 20-1143-CC4, *Sneed v. City of Hutto*, In County Court at Law No. 4, Williamson County, Texas.
- 12.2. Receive legal advice in accordance with Section 551.071 (2) of the Texas Government Code related to the letter from Perfect Game dated October 6, 2020 in regard to the Multi-Party Development Agreement dated October 1, 2019 and the Continuous Occupancy Agreement dated December 11, 2019 for 24 Baseball Fields in the City of Hutto.
- 12.3. Receive legal advice from counsel to the City in accordance with Section 551.071 (2) of the Texas Government Code with respect to the request from Preston Hollow Capital for the City Manager to execute a "Securitization Bond" Continuing Disclosure Agreement for the Mustang Creek Public Improvement District.
- 12.4. Receive legal advice from counsel to the City in accordance with Section 551.071 (2) of the Texas Government Code with respect to the request for an opinion from the Texas Attorney General regarding the legality of certain aspects of the financing of improvements in the Hutto Co-Op Public Improvement District.
- 12.5. Receive legal advice from the City Attorney in accordance with Tex. Gov't Code § 551.071 (2) relating to a proposed development agreement for the Mansions of Hutto located in the Extraterritorial Jurisdiction of the City of Hutto.
- 12.6. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 13.1. Possible action related to legal advice received from the City Attorney in accordance with Tex. Gov't Code § 551.071 (1) about pending litigation, to wit: Cause No. 20-1143-CC4, *Sneed v. City of Hutto*, In County Court at Law

No. 4, Williamson County, Texas.

- 13.2. Possible action related to legal advice in accordance with Section 551.071 (2) of the Texas Government Code related to the letter from Perfect Game dated October 6, 2020 in regard to the Multi-Party Development Agreement dated October 1, 2019 and the Continuous Occupancy Agreement dated December 11, 2019 for 24 Baseball Fields in the City of Hutto.
- 13.3. Possible action related to legal advice received from counsel to the City in accordance with Section 551.071 (2) of the Texas Government Code with respect to the request from Preston Hollow Capital for the City Manager to execute a "Securitization Bond" Continuing Disclosure Agreement for the Mustang Creek Public Improvement District.
- 13.4. Possible action related to legal advice received from counsel to the City in accordance with Section 551.071 (2) of the Texas Government Code with respect to the request for an opinion from the Texas Attorney General regarding the legality of certain aspects of the financing of improvements in the Hutto Co-Op Public Improvement District.
- 13.5. Possible action related to legal advice received from the City Attorney in accordance with Tex. Gov't Code § 551.071 (2) relating to a proposed development agreement for the Mansions of Hutto located in the Extraterritorial Jurisdiction of the City of Hutto.
- 13.6. 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. ADJOURNMENT

15. CERTIFICATION

I certify that this notice of the **October 15, 2020** Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on **October 9, 2020** at **4:50 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@huttotx.gov or call (512) 759-4033 for assistance.

CITY OF HUTTO, TEXAS

RESOLUTION NO. R-2020-089

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AEGIS GROUP, INC. TO PREPARE AN APPRAISAL OF THE PROPOSED HUTTO 315 PUBLIC IMPROVEMENT DISTRICT (PID) (EMORY CROSSING).

WHEREAS, the City of Hutto is a political subdivision of the State of Texas and is contemplating financing the public infrastructure through the issuance of Special Assessment Revenue Bonds for the PID to be created on the Emory Crossing subdivision in Hutto, Texas.

WHEREAS, the City desires to enter into an agreement with the Aegis Group, Inc. to prepare an appraisal of the proposed Hutto 315 PID (Emory Crossing).

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 approves and authorizes the City Manager to execute the Agreement with the Aegis Group, Inc. to prepare an appraisal of the proposed Hutto 315 PID (Emory Crossing), 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.

CONSIDERED and RESOLVED on this the 15th day of October, 2020.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

EXHIBIT "A"

THE AEGIS GROUP, INC.

REAL ESTATE APPRAISAL & CONSULTING

4926 Spicewood Springs Road, Suite 101, Austin, Texas 78759

(512) 346-9983

info@aegisgroupinc.com

October 1, 2020

Mr. Warren A. Hutmacher
City Manager
City of Hutto
500 W. Live Oak
Hutto, TX 78634
warren.hutmacher@huttotx.gov

Mr. R.R. "Tripp" Davenport, III
Director
FMS Bonds, Inc.
5 Cowboys Way, Suite 300-25
tdavenport@fmsbonds.com

RE: Engagement Letter – Hutto 315 Public Improvement District (Emory Crossing), Hutto, Texas.

Dear Mr. Hutmacher and Mr. Davenport:

The Aegis Group, Inc. proposes to prepare an appraisal of the proposed Hutto 315 (Emory Crossing) Public Improvement District (PID). Our appraisal will address Improvement Area No. 1 proposed for 348 residential lots. The appraisal fee will be \$12,000 with the understanding there is no third party market/lot absorption to be provided. We also understand a market study will not be required but a lot absorption analysis will be prepared by The Aegis Group, Inc. as part of our appraisal. This will be payable 50% (\$6,000) upon return of this engagement letter with the balance upon delivery of the draft report.

The funds for the payment of the appraisal are from funds deposited to the City of Hutto Development Fee Account for Hutto 315/Emory Crossing and not payable from general funds of the City of Hutto.

Provided a plat for Improvement Area 1 and details of the Authorized Improvements are provided within seven days of being awarded this assignment, we can meet the following schedule:

Delivery of Draft Appraisal: Approximately 45 days or less from engagement

Meeting to Review Draft: Any date proposed by the City of Hutto if possible

Completion of Appraisal: Approximately one week from receiving final review comments.

Mr. Warren A. Hutmacher
Mr. R.R. "Tripp" Davenport
October 1, 2020
Page 2

I understand that the City of Hutto, a political subdivision of the State of Texas, is contemplating financing public infrastructure through the issuance of Special Assessment Revenue Bonds for the PID to be created on the Emory Crossing subdivision in Hutto, Texas. I understand this bond money will be used to fund all the master common infrastructure within Improvement Area 1 for the 348 lot development. This will include but not limited to streets, street excavation and drainage, and water and wastewater. It is my understanding the entire subdivision is to be self-developed by Taylor Morrison who will also construct the end product. The platting and engineering is understood to be complete now. If not complete, there will need to be either a hypothetical condition stating that to be the case or a special assumption as to when such platting and engineering will be complete. I further understand that the appraisal will be used in conjunction with the above described PID Bond offerings ("Intended Use").

This appraisal will be completed for the property located within Improvement Area 1 of the PID boundaries and certain identified infrastructure improvements including master development improvements mentioned above. All improvements will be funded with Bond Proceeds and Developer contributions that will serve the proposed Emory Crossing subdivision. The appraisal report will comply with the development and reporting requirements outlined in Standard Rules 1-2 and 2-2(a) in the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP). This will include a valuation of any individual parcels based on the current land use plan and parcelization proposed by the Developer. The proposed development will be valued using commonly accepted appraisal methods, including all three approaches to value that are applicable. Valuation attributable to the use of the PID will be described. Any additional work required after the acceptance of our appraisal, or any change in the scope of work will be billed at an hourly rate of \$300.00 per hour.

The client for our appraisal will be The City of Hutto. Both the City of Hutto and FMS Bonds, Inc. are the intended users of the appraisal report. It is understood that the Appraisal or a summary of the Appraisal will be included in the bond offering documents.

Reproduction of the appraisal in the Preliminary and Final Official Statement for the PID bond offerings is hereby approved and a statement of the right to produce copies for such purposes will be included in the appraisal.

It is anticipated that two appraisers, including myself, will be working on the project.

A plat for Improvement Area 1, all hard and soft development costs, and specifications for the proposed Infrastructure Improvements need to be provided by the Client within seven days of engagement of the appraisal. If this information is not provided in a timely manner, our appraisal report could be delayed.

The PID Area will be appraised assuming the following Hypothetical Conditions, Extraordinary Assumptions, and Ordinary Assumptions:

HYPOTHETICAL CONDITION

Hypothetical conditions deal with factors that are known to be false but are presumed to be true for the purposes of the appraisal. For the purpose of this appraisal, the appraisal will be based on the hypothetical condition that all of the major and local infrastructure associated with the "Infrastructure Improvements" summarized previously is in place as of the effective date of the appraisal. The major and local infrastructure associated with the Infrastructure Improvements will be defined by the Client prior to our completion of the report draft. This will be those defined as "PID" infrastructure and "Developer" infrastructure. Also, the source of "Developer Infrastructure" funding will be provided.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraisers' opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. For the purpose of this appraisal, the following extraordinary assumptions are assumed:

1. All the infrastructure costs supplied by the developers are true and correct; however, we will use our judgment to identify any that appear unreasonable.
2. This appraisal assumes that the Development Plan for the Hutto 315 (Emory Crossing) PID, as provided to the appraisers, is constructed in a workmanlike manner. It further assumes that the lots or finished homes constructed by Taylor Morrison in the Emory Crossing development will be aggressively marketed and competently managed.
3. To complete the appraisal the combined tax rate of all entities taxing the property, including the proposed PID, and the assessment rate on the property, must be provided to the appraiser. It is assumed these are reasonable and a good faith estimate if unknown.

ORDINARY ASSUMPTIONS

The legal description furnished is assumed to be correct. The Aegis Group, Inc., assumes no responsibility for matters legal in character, nor renders any opinion as to the title, which is assumed to be good. The property is appraised having knowledgeable ownership and competent management.

The Aegis Group, Inc., has made no survey and assumes no responsibility in connection with such matters. The information identified in the report as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed. The construction and condition of any improvements mentioned in the body of the report are an observation and/or plans provided

Mr. Warren A. Hutmacher
Mr. R.R. "Tripp" Davenport
October 1, 2020
Page 4

by the developer and no engineering study has been made which would discover any latent defects. No certification as to any of the physical aspects could be given unless a proper engineering study was made.

The distribution of the total evaluation between land and improvements in the report, where applicable, applies only under the existing program of utilization. The separate estimates for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

I am not required to give testimony or attendance in court by reason of the appraisal with reference to the property in question unless arrangements have been made previously thereof.

Possession of the report or a copy thereof does not carry with it the right of publication except as previously stated above; provided, however, that the Clients may publish the report for purposes of the Intended Use. It may not be used for any purpose by anyone other than the Intended Users without the previous written consent of the appraiser.

Except when used in conjunction with the Intended Use, neither all nor any part of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written approval and consent of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected or any reference to the Appraisal Institute, or the MAI or AI-GRS designations.

To the best of the appraiser's knowledge, the subject property does not contain any toxic substances such as hazardous waste, asbestos or radon gas which would adversely impact the market value of the subject. Additionally, to the best of the appraiser's knowledge, there are no properties within the immediate area which contain these substances. This is not a guarantee that these substances do not occur in the subject property or within the immediate area. This is only a statement as to the knowledge of the appraiser.

It is assumed that all applicable zoning and use regulations and restrictions are complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

It is assumed that there are no easements or encroachments unless noted within the report.

It is assumed that all improvements are completed in a workmanlike manner and are built in compliance with the construction standards of the City of Hutto.

In developing our estimate of the market value of the subject property as of this date we incorporated the most recent available market data and statistics. In light of the increasing volume of negative economic news resulting from the impacts from COVID-19 around the globe, we recognize the possibility there may be some degree of negative influence on property values in the Central Texas market. However, as of the date of this engagement letter there was no market evidence available to suggest the degree to which values have

Mr. Warren A. Hutmacher
Mr. R.R. "Tripp" Davenport
October 1, 2020
Page 5

been influenced. However, at a minimum, it is very likely that marketing times are longer. As part of the appraisal process, we will attempt to ascertain the impact of this pandemic.

If this proposal is acceptable, please acknowledge below and return to my office.

Respectfully submitted.

THE AEGIS GROUP, INC.



Eldon Y. Rude, MAI

Agreed and accepted by:

Signature: x _____

Printed Name: _____

Title: _____

Date: _____

Acknowledged by:

Signature: x _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

CITY OF HUTTO, TEXAS

RESOLUTION NO. R-2020-088

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AEGIS GROUP, INC. TO PREPARE AN APPRAISAL OF THE PROPOSED DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT (PID).

WHEREAS, the City of Hutto is a political subdivision of the State of Texas and is contemplating financing the public infrastructure through the issuance of Special Assessment Revenue Bonds for the PID to be created on the Durango Farms mixed-use single-phase development in Hutto, Texas.

WHEREAS, the City desires to enter into an agreement with the Aegis Group, Inc. to prepare an appraisal of the proposed Durango Farms PID

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 approves and authorizes the City Manager to execute the Agreement with the Aegis Group, Inc. to prepare an appraisal of the proposed Durango Farms PID, 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.

CONSIDERED and RESOLVED on this the 15th day of October, 2020.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

EXHIBIT "A"

THE AEGIS GROUP, INC.

REAL ESTATE APPRAISAL & CONSULTING

4926 Spicewood Springs Road, Suite 101, Austin, Texas 78759

(512) 346-9983

info@aegisgroupinc.com

September 28, 2020

Mr. Warren A. Hutmacher
City Manager
City of Hutto
500 W. Live Oak
Hutto, TX 78634
warren.hutmacher@huttotx.gov

Mr. R.R. "Tripp" Davenport, III
Director
FMS Bonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034
TDavenport@FMSbonds.com

RE: Engagement Letter – Durango Farms Public Improvement District, Hutto, Texas.

Dear Mr. Hutmacher and Mr. Davenport:

The Aegis Group, Inc. proposes to prepare an appraisal of the proposed Durango Farms Public Improvement District (PID). The appraisal fee will be \$17,000 payable 50% (\$8,500) upon return of this engagement letter with the balance upon delivery of the draft report.

The funds for the payment of the appraisal are from funds deposited to the City of Hutto Development Fee Account for Hutto Durango Farms and not payable from general funds of the City of Hutto.

Provided information including a near final SAP; site plans; topography maps; all hard and soft development costs; lot sale contracts (if available) or if not LOIs along with all details anticipated to be included in the contracts; and the proposed PID tax rates is provided within seven days of being awarded this assignment, we can meet the following schedule:

Delivery of Draft Appraisal: Approximately 45 days or less from engagement

Meeting to Review Draft: Any date proposed by the City of Hutto if possible

Completion of Appraisal: Approximately one week from receiving final review comments.

Included in the above information request and of particular importance will be a detailed breakdown of each proposed use and the sites upon which they are to be located. This would include tract size and details of proposed improvements (number and size of lots for residential tracts, number of units for apartment tracts, square foot, and type of retail for commercial tracts).

Mr. Warren A. Hutmacher
Mr. Tripp Davenport
September 28, 2020
Page 2

I understand that the City of Hutto, a political subdivision of the State of Texas, is contemplating financing public infrastructure through the issuance of Special Assessment Revenue Bonds for the PID to be created on the Durango Farms mixed-use single phase development in Hutto, Texas. I understand this bond money will be issued in a single phase and will be used to fund all the master common infrastructure of this 105.114 acre mixed-use development. This will include but is not limited to the major trunk road with utilities along it, offsite utility extensions, drainage, and detention improvements on the site as well as recreational amenities. I understand the development, which is the subject of this appraisal, is to include a multi-family site approved for 288 apartment units, 248 single family lots, and a total 20,000 square feet of neighborhood commercial on various lots. It is my understanding this will all be platted and approved as of the effective date of the appraisal. I further understand all local infrastructure for the residential lots including streets and utilities are not part of the PID funding and will be developer funded.

I understand that the appraisal will be used in conjunction with the above described PID Bond offerings ("Intended Use"). All improvements will be funded with Bond Proceeds and Developer contributions, that will serve the proposed Durango Farms subdivision. The appraisal report will comply with the development and reporting requirements outlined in Standard Rules 1-2 and 2-2(a) in the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP). This will include a valuation of any individual parcels based on the current land use plan and parcelization proposed by the Developer. The proposed development will be valued using commonly accepted appraisal methods, including all three approaches to value that are applicable. Valuation attributable to the use of the PID will be described.

Any additional work required after the acceptance of our appraisal, or any due to changes in the proposed development or our scope of work will be billed at an hourly rate of \$300.00 per hour.

The client for our appraisal will be The City of Hutto. Both the City of Hutto and FMS Bonds, Inc. are the intended users of the appraisal report. It is understood that the Appraisal or a summary of the Appraisal will be included in the bond offering documents.

Reproduction of the appraisal in the Preliminary and Final Official Statement for the PID bond offerings is hereby approved and a statement of the right to produce copies for such purposes will be included in the appraisal.

It is anticipated that at least two appraisers, including myself, may be working on the project.

Specifications for the proposed Infrastructure Improvements need to be provided by the Client within seven days of engagement of the appraisal. If this information is not provided in a timely manner, our appraisal report could be delayed.

The PID Area will be appraised assuming the following Hypothetical Conditions, Extraordinary Assumptions, and Ordinary Assumptions:

HYPOTHETICAL CONDITION

Hypothetical conditions deal with factors that are known to be false but are presumed to be true for the purposes of the appraisal. For the purpose of this appraisal, the appraisal will be based on the hypothetical condition that all of the major and local infrastructure associated with the Durango Farms development are in place as of the effective date of the appraisal. The major and local infrastructure associated with the Infrastructure Improvements will be defined by the Client prior to our completion of the report draft. This will be those defined as PID infrastructure and “Developer” infrastructure. Also, the sources of “Developer Infrastructure” funding will be provided.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraisers’ opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. For the purpose of this appraisal, the following extraordinary assumptions are assumed:

1. All the infrastructure costs supplied by the developers are true and correct; however, we will use our judgment to identify any that appear unreasonable.
2. This appraisal assumes that the Development Plan for the Durango Farms Subdivision, as provided to the appraisers, is constructed in a workmanlike manner. It further assumes that the lots in this development will be aggressively marketed and competently managed.
3. To complete the appraisal the combined tax rate of all entities taxing the property, including the proposed PID, and the assessment rate on the property, must be provided to the appraiser. It is assumed these are reasonable and a good faith estimate if unknown.

ORDINARY ASSUMPTIONS

The legal description furnished is assumed to be correct. The Aegis Group, Inc., assumes no responsibility for matters legal in character, nor renders any opinion as to the title, which is assumed to be good. The property is appraised having knowledgeable ownership and competent management.

The Aegis Group, Inc., has made no survey and assumes no responsibility in connection with such matters. The information identified in the report as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed. The construction and condition of any improvements mentioned in the body of the report are an observation and/or plans provided by the developer and no engineering study has been made which would discover any latent

Mr. Warren A. Hutmacher
Mr. Tripp Davenport
September 28, 2020
Page 4

defects. No certification as to any of the physical aspects could be given unless a proper engineering study was made.

The distribution of the total evaluation between land and improvements in the report, where applicable, applies only under the existing program of utilization. The separate estimates for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

I am not required to give testimony or attendance in court by reason of the appraisal with reference to the property in question unless arrangements have been made previously thereof.

Possession of the report or a copy thereof does not carry with it the right of publication except as previously stated above; provided, however, that the Clients may publish this report for purposes of the Intended Use. It may not be used for any purpose by anyone other than the Intended Users without the previous written consent of the appraiser.

Except when used in conjunction with the Intended Use, neither all nor any part of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written approval and consent of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected or any reference to the Appraisal Institute, or the MAI or AI-GRS designation.

To the best of the appraiser's knowledge, the subject property does not contain any toxic substances such as hazardous waste, asbestos or radon gas which would adversely impact the market value of the subject. Additionally, to the best of the appraiser's knowledge, there are no properties within the immediate area which contain these substances. This is not a guarantee that these substances do not occur in the subject property or within the immediate area. This is only a statement as to the knowledge of the appraiser.

It is assumed that all applicable zoning and use regulations and restrictions are complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

It is assumed that there are no easements or encroachments unless noted within the report.

It is assumed that all improvements are completed in a workmanlike manner and are built in compliance with the construction standards of the City of Hutto.

In developing our estimate of the market value of the subject property as of this date we incorporated the most recent available market data and statistics. In light of the increasing volume of negative economic news resulting from the impacts from COVID-19 around the globe, we recognize the possibility there may be some degree of negative influence on property values in the Central Texas market. However, as of the date of this engagement letter there was no market evidence available to suggest the degree to which values have been influenced. However, at a minimum, it is very likely that marketing times are longer. As part of the appraisal process, we will attempt to ascertain the impact of this pandemic.

Mr. Warren A. Hutmacher
Mr. Tripp Davenport
September 28, 2020
Page 5

If this proposal is acceptable, please acknowledge below and return to my office.

Respectfully submitted.
THE AEGIS GROUP, INC.



Eldon Y. Rude, MAI

Agreed and accepted by:

Signature: x _____

Printed Name: _____

Title: _____

Date: _____

Acknowledged by:

Signature: x _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Covered Bridge Revised Preliminary Plat, 49.95 acres, more or less, of land, 231 residential lots, located on CR 138.(Ashley Lumpkin)
Meeting: City Council - 15 Oct 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Covered Bridge Revised Preliminary Plat is approximately 49.95 acres of land, located on the north side of County Road 138, east of Dana Drive. The property had a prior development application and proposed Planned Unit Development (PUD) in 2019; however, this is a new application and a different proposal. The current proposal is in conformance with the Future Land Use Map and the existing single-family zoning district that was applied to the tract at annexation.

Current Zoning:

The subject property is zoned SF-1.

Surrounding Zoning:

North: SF-1 (Lakeside Estates Subdivision)

East: SF-1 (Southgate Subdivision)

South: ETJ (Pflugerville ETJ)

West: SF-1 (Lakeside Estates Subdivision)

Summary of Request:

The proposed Preliminary Plat Final Plat is comprised of 230 single-family residential lots, one detention lot, 9 open space lots, a right-of-way dedication lot that will be dedicated to Williamson County for the Southeast Loop Project, and 11.33 acres of right-of-way.

The development proposed a mix of 45-foot and 50-foot lots. It also extends Katz Lane as a collector through the site, in conformance with the Master Mobility Plan, providing the street connectivity as described in 10.613.3.4 of the Unified Development Code.

Staff Review:

The proposal meets the minimum standards as required in the Unified Development Code and state law. The proposed street layout extends Kaatz Lane to the east to the Southgate Subdivision and will connect to the Southeast Loop once constructed. It will conned to CR 138 until that time.

FINANCIAL IMPACT:

None applicable.

POLICY IMPLICATIONS:

None applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, and Final Plat meets the requirements as adopted within the Unified Development Code, Staff recommends a favorable recommendation to City Council for approval of the Final Plat with the condition, prior to recordation the applicant provide all signatures on plat.

ATTACHMENTS:

[CBRevPrelim\(Full\)](#)

RESOLUTION NO. R-2020-093

A RESOLUTION APPROVING THE PLAT KNOWN AS "COVERED BRIDGE REVISED PRELIMINARY PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council hereby approves the resolution for the plat known as "Covered Bridge Revised Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **15th** day of the month **October, 2020**.

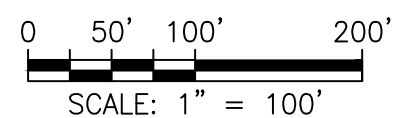
THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

ALL OUT-BOUNDARY CORNERS ARE $\frac{1}{2}$ " IRON RODS FOUND UNLESS OTHERWISE NOTED.



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

<u>NO.</u>	<u>TITLE</u>
1	OVERALL PRELIMINARY PLAT
2	GENERAL NOTES

TREE TABLE	
TAG NO.	DESCRIPTION
1000	19" 14-10 SWEETGUM
1001	12" CEDAR
1002	11" BUMELIA SWEETGUM (8-5-4)
1003	6" BUMELIA SWEETGUM
1004	8" BUMELIA SWEETGUM (5-5-5)
1005	9" BUMELIA SWEETGUM (5-4-4)
1006	20" BLACK WILLOW (14-12)
1007	13" BLACK WILLOW
1008	17" BLACK WILLOW (13-8)
1009	8" BLACK WILLOW
1010	11" BLACK WILLOW
1011	9" MULBERRY (3-3-3-2)
1012	9" MULBERRY (3-3-3-3)

SURVEYOR:
BGE, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TX 78731
PHONE: 512-879-0400



OVERALL PRELIMINARY PLAT

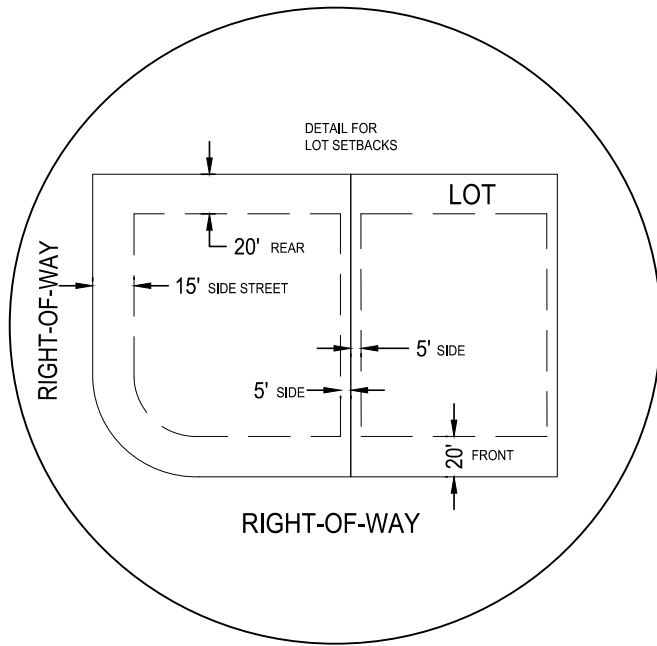
BGE, Inc.
101 WEST LOUIS HENNA BLVD
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

SHEET
1 OF 2

G:\TXC\Projects\F4_Development\7948-00-Covered_Bridge\LD01_CADD\01_SitesPrelim Plans\C-SF-LAYO-PRELIM.dwg Layout: Layout2 Plotted: 9/29/2020 4:09:04 PM

GENERAL NOTES:

1. NO BUILDING, FENCING, LANDSCAPING, OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES. EXCEPTIONS WILL BE ALLOWED WHERE LIMITING FACTORS EXIST, AND THERE ARE OPTIONS AVAILABLE TO ENSURE THAT DRY UTILITY SERVICE CAN BE ACCOMMODATED SUCH AS JOINT TRENCHING OF UTILITIES IN A SINGLE EASEMENT.
3. A 5' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE U.D.C. REQUIREMENTS.
6. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION IN ACCORDANCE WITH THE CITY OF HUTTO UDC.
7. WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
8. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 3/4" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
9. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: MANVILLE WATER SUPPLY CORPORATION
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR ELECTRIC DELIVERY COMPANY
GAS: ATMOS ENERGY CORPORATION
10. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0515F, EFFECTIVE 12/20/2019.
11. AMENITY, OPEN SPACE AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
12. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE U.D.C.
13. THE SUBDIVISION IS ZONED: SF-1
14. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
15. "FIRE LANE TOW AWAY ZONE" SIGNAGE WILL BE POSTED ON ONE SIDE OF EVERY PROPOSED STREET WITH A 30 FOOT WIDTH.
16. BUILDING SETBACK MINIMUMS ARE PER AS SHOW BELOW.
17. ANY MITIGATION OR REQUIRED IMPROVEMENTS CONTAINED WITHIN THE TIA REPORT WILL BE SATISFIED AT FINAL PLAT/CONSTRUCTION PLAN STAGE.



COVERED BRIDGE
PRELIMINARY PLAT

STREET STANDARDS CHART						
STREET NAME	R.O.W. WIDTH	STREET LENGTH	PAVEMENT WIDTH	SIDEWALKS	CLASSIFICATION	CURB AND GUTTER
BRISLECONE PASS	55'	1,052 LF	30' FACE TO FACE	5'	LOCAL	YES
KAATZ LANE	69'	1,190 LF	44' FACE TO FACE	5'	COLLECTOR	YES
MARJORIE DRIVE	60'	272 LF	30' FACE TO FACE	5'	LOCAL	YES
PALO BREA LOOP	55'	5,237 LF	30' FACE TO FACE	5'	LOCAL	YES
PINYON COVE	55'	222 LF	30' FACE TO FACE	5'	LOCAL	YES
PINYON PINE PASS	55'	432 LF	30' FACE TO FACE	5'	LOCAL	YES
TESOTA COVE	55'	222 LF	30' FACE TO FACE	5'	LOCAL	YES

LOT TABLE			
LOT #	AREA	BLOCK	USE
1	11785	A	OPEN SPACE
2	12225	A	SF
3	12225	A	SF
4	7250	A	SF
5	7250	A	SF
6	7652	A	SF
7	6300	A	SF
8	8018	A	SF
9	10399	A	SF
10	10979	A	SF
11	8029	A	SF
12	5399	A	SF
13	8019	A	SF
14	6300	A	SF
15	7652	A	SF
16	6553	A	SF
17	5400	A	SF
18	5400	A	SF
19	6000	A	SF
20	5939	A	SF

LOT TABLE			
LOT #	AREA	BLOCK	USE
1	5992	B	SF
2	5750	B	SF
3	5115	B	SF
4	5175	B	SF
5	6277	B	SF
6	6277	B	SF
7	5175	B	SF
8	5175	B	SF
9	5393	B	SF
10	6029	B	SF
11	8037	B	SF
12	5409	B	SF
13	6522	B	SF
14	7599	B	SF
15	5837	B	O.S.
16	8375	B	SF
17	6907	B	SF
18	6012	B	SF
19	5755	B	SF
20	5750	B	SF
21	5750	B	SF
22	5750	B	SF
23	5750	B	SF
24	5750	B	SF
25	5750	B	SF
26	5750	B	SF
27	5750	B	SF
28	5750	B	SF
29	5750	B	SF
30	6852	B	SF

LOT TABLE			
LOT #	AREA	BLOCK	USE
1	6852	C	SF
2	5750	C	SF
3	5750	C	SF
4	5750	C	SF
5	5750	C	SF
6	5750	C	SF
7	5750	C	SF
8	5750	C	SF
9	5747	C	SF
10	5017	C	SF
11	6801	C	SF
12	9673	C	SF
13	5235	C	SF
14	4647	C	SF
15	5158	C	SF
16	5175	C	SF
17	5175	C	SF
18	5175	C	SF
19	5175	C	SF
20	5175	C	SF
21	5175	C	SF
22	5175	C	SF
23	8788	C	O.S.
24	5175	C	SF
25	5175	C	SF
26	5175	C	SF
27	5175	C	SF
28	4937	C	SF
29	4640	C	SF
30	7245	C	SF
31	8306	C	SF
32	4841	C	O.S.
33	4773	C	SF
34	5175	C	SF
35	5175	C	SF
36	5175	C	SF
37	5175	C	SF
38	5175	C	SF
39	5175	C	SF
40	5175	C	SF
41	5175	C	SF
42	5175	C	SF
43	1725	C	O.S.
44	5175	C	SF
45	5175	C	SF
46	5175	C	SF
47	5175	C	SF
48	5175	C	SF
49	5175	C	SF
50	5175	C	SF
51	5175	C	SF
52	5175	C	SF
53	6277	C	SF

LOT TABLE			
LOT #	AREA	BLOCK	USE
1	105878	D	OPEN SPACE/ DETENTION
2	5175	D	SF
3	5175	D	SF
4	5175	D	SF
5	5898	D	SF
6	8331	D	SF
7	5175	D	SF
8	5175	D	SF
9	5175	D	SF
10	5175	D	SF
11	5175	D	SF
12	5175	D	SF
13	6362	D	SF
14	6124	D	SF
15	5175	D	SF
16	5175	D	SF
17	5175	D	SF
18	5175	D	SF
19	5175	D	SF
20	5175	D	SF
21	5175	D	SF
22	5175	D	SF
23	5175	D	SF
24	5175	D	SF
25	5175	D	SF
26	5175	D	SF
27	5175	D	SF
28	8248	D	SF

LOT TABLE			
LOT #	AREA	BLOCK	USE
1	8456	E	SF
2	5175	E	SF
3	5175	E	SF
4	5175	E	SF
5	5175	E	SF
6	5175	E	SF
7	3450	E	O.S.
8	5175	E	SF
9	5175	E	SF
10	5175	E	SF
11	6154	E	SF
12	6528	E	SF
13	5175	E	SF
14	5175	E	SF
15	5175	E	SF
16	5175	E	SF
17	5175	E	SF
18	5175	E	SF
19	5983	E	SF
20	6794	E	SF
21	8163	E	SF
22	6622	E	SF
23	5581	E	SF
24	5175	E	SF
25	5175	E	SF
26	5175	E	SF
27	5175	E	SF
28	5175	E	SF
29	5175	E	SF
30	5175	E	SF
31	5175	E	SF
32	5791	E	SF
33	6109	E	SF
34	8465	E	SF

LOT TABLE			
LOT #	AREA	BLOCK	USE
1	6540	F	SF
2	5175	F	SF
3	5175	F	SF
4	5175	F	SF
5	5175	F	SF
6	5175	F	SF
7	5175	F	SF
8	5175	F	SF
9	5175	F	SF
10	6006	F	SF
11	9765	F	SF
12	13435	F	SF
13	9640	F	SF
14	7049	F	SF
15	5176	F	SF
16	5175	F	SF
17	5175	F	SF
18	5175	F	SF
19	6367	F	SF

LOT TABLE			
LOT #	AREA	BLOCK	USE
1	6646	G	SF
2	5400	G	SF
3	5400	G	SF
4	7387	G	SF
5	8663	G	SF
6	9040	G	SF
7	6603	G	SF
8	8609	G	SF
9	8117	G	SF
10	8816	G	SF
11	5619	G	SF
12	8978	G	SF

LOT TABLE			
LOT #	AREA	BLOCK	USE
1	1855	H	O.S.
2	5588	H	SF
3	5750	H	SF
4	5750	H	SF
5	5750	H	SF
6	5750	H	SF
7	5735	H	SF
8	5765	H	SF
9	5750	H	SF
10	5750	H	SF
11	5750	H	SF
12	5750	H	SF
13	5750	H	SF
14	5750	H	O.S.
15	5750	H	SF
16	5750	H	SF
17	5750	H	SF
18	5750	H	SF
19	5750	H	SF
20	5750	H	SF
21	5812	H	SF
22	6345	H	SF
23	7567	H	SF
24	8819	H	SF
25	7551	H	O.S.
26	5189	H	SF
27	5216	H	SF
28	5243	H	SF
29	6011	H	SF
30	6300	H	SF
31	6300	H	SF
32	6300	H	SF
33	6300	H	SF
34	6300	H	SF
35	6300	H	SF
36	6300	H	O.S.
37	6300	H	SF
38	6300	H	SF
39	5908	H	SF
40	6705	H	SF
41	10980	H	SF
42	7100	H	SF
43	4600	H	SF
44	4960	H	SF
45	6277	H	SF

LEGAL DESCRIPTION OF LAND:

A TRACT OF LAND SITUATED WITHIN THE JOHN KELSEY SURVEY, ABSTRACT NUMBER 377, WILLIAMSON COUNTY TEXAS, AND BEING A PORTION OF A CALLED 73.35 ACRE TRACT OF LAND CONVEYED TO THE CENTRAL ASSEMBLY OF GOD (NOW KNOWN AS THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD) BY A DEED FILED FOR RECORD UNDER DOCUMENT NUMBER 2007040774 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR WITH A CAP MARKED "CHAPARRAL 4995" FOUND, ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 138, FOR THE SOUTHEAST CORNER OF LOT 1 IN BLOCK B-1 OF LAKESIDE ESTATES, SECTION TWO, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN CABINET T AT SLIDES 19-21 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF A CALLED 1.210 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY BY A DEED FILED FOR RECORD UNDER DOCUMENT NUMBER 2009062923 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE NORTH 07 DEGREES 36 MINUTES 49 SECONDS EAST, ALONG THE COMMON BOUNDARY LINE OF THE AFOREMENTIONED LAKESIDE ESTATES, SECTION TWO AND THE ABOVE-MENTIONED 73.355 ACRE TRACT, PASSING AT 984.67 FEET A 1/2 INCH REBAR WITH A CAP MARKED "CHAPARRAL 4995" FOUND FOR THE NORTHEAST CORNER OF LOT 16 IN SAID BLOCK B-1, PASSING AT 1,044.63 FEET A 1/2 INCH REBAR WITH A CAP MARKED "CHAPARRAL 4995" FOUND FOR THE SOUTHEAST CORNER OF LOT 1 IN BLOCK E OF THE AFOREMENTIONED LAKESIDE ESTATES, SECTION 2 AND CONTINUING ALONG SAID COMMON BOUNDARY LINE AND THE COMMON BOUNDARY LINE OF SAID 73.35 ACRE TRACT AND LAKESIDE ESTATES, SECTION THREE ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN CABINET W AT SLIDES 96 - 98 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, PASSING AT 2,254.73 FEET A 1/2 INCH REBAR WITH A CAP MARKED "CHAPARRAL 4995" FOUND FOR THE NORTHEAST CORNER OF LOT 21 IN BLOCK E OF SAID LAKESIDE ESTATES, SECTION THREE, PASSING AT 2,324.74 FEET A 1/2 INCH REBAR WITH A CAP MARKED "CHAPARRAL 4995" FOUND FOR THE SOUTHEAST CORNER OF LOT 1 IN BLOCK H OF SAID LAKESIDE ESTATES, SECTION THREE, AND CONTINUING FOR A TOTAL DISTANCE OF 2,989.13 FEET TO A 1/2 INCH REBAR FOUND FOR A COMMON CORNER OF SAID 73.35 ACRE TRACT AND LAKESIDE ESTATES, SECTION THREE.

THENCE SOUTH 83 DEGREES 06 MINUTES 46 SECONDS EAST, CONTINUING ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE OF THE CALLED 73.35 ACRE TRACT AND LAKESIDE ESTATES, SECTION THREE, PASSING AT 238.46 FEET A 1/2 INCH REBAR WITH A CAP MARKED "CHAPARRAL 4995" FOUND FOR THE SOUTHEAST CORNER OF LOT 17 IN BLOCK H OF SAID LAKESIDE ESTATES, SECTION THREE, PASSING AT 290.30 FEET THE SOUTHWEST CORNER OF LOT 1 IN BLOCK J OF SAID LAKESIDE ESTATES, SECTION THREE, PASSING AT 445.14 FEET A 1/2 INCH REBAR WITH A CAP MARKED "CHAPARRAL 4995" FOUND FOR THE COMMON SOUTH CORNER OF LOTS 1 AND 24 IN SAID BLOCK J AND CONTINUING FOR A TOTAL DISTANCE OF 1,051.30 FEET A 1/2 INCH REBAR WITH A CAP MARKED "CHAPARRAL 4995" FOUND FOR THE COMMON EAST CORNER OF SAID 73.540 ACRE TRACT AND LAKESIDE ESTATES, SECTION THREE ON THE WEST BOUNDARY LINE OF A 120.0 ACRE TRACT CONVEYED TO J.F. GIBNEY, ET UX BY A DEED FILED FOR RECORD IN VOLUME 2728 AT PAGE 76 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE SOUTH 07 DEGREES 28 MINUTES 40 SECONDS WEST, ALONG THE COMMON BOUNDARY LINE OF THE AFOREMENTIONED 73.35 ACRE TRACT AND THE AFOREMENTIONED GIBNEY TRACT, 1,472.30 FEET TO A POINT, IN AN EXISTING HEDGEROW, FOR A CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, FROM WHICH A 1/2 INCH REBAR FOUND FOR SOUTHEAST CORNER OF SAID 73.35 ACRE TRACT BEARS SOUTH 07 DEGREES 28 MINUTES 36 SECONDS WEST, 1,586.43 FEET;

THENCE NORTH 83 DEGREES 09 MINUTES 06 SECONDS WEST, PASSING AT 15.16 FEET A 1/2 INCH REBAR WITH A CAP MARKED "REF COR RPLS 4967" SET FOR A REFERENCE CORNER AND CONTINUING FOR A TOTAL DISTANCE OF 640.26 FEET A 1/2 INCH REBAR WITH A CAP MARKED "RPLS 4967" SET FOR A CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE SOUTH 07 DEGREES 36 MINUTES 49 SECONDS WEST, 1,506.33 FEET TO A 1/2 INCH REBAR WITH A CAP MARKED "RPLS 4967" SET, ON THE ABOVE-MENTIONED NORTH RIGHT-OF-WAY LINE AND NORTH BOUNDARY LINE OF THE ABOVE-MENTIONED CALLED 1.210 ACRE WILLIAMSON COUNTY TRACT;

THENCE NORTH 83 DEGREES 08 MINUTES 44 SECONDS WEST, ALONG THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE AND NORTH BOUNDARY LINE OF THE CALLED 1.210 ACRE WILLIAMSON COUNTY TRACT, 59.39 FEET TO A 5/8 INCH REBAR WITH A CAP MARKED "WILLIAMSON COUNTY" FOUND FOR A COMMON CORNER OF SAID 1.210 ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE NORTHWESTERLY, 355.51 FEET ALONG THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE AND NORTH BOUNDARY LINE OF THE CALLED 1.210 ACRE WILLIAMSON COUNTY TRACT, AND ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5,830.63 FEET, A CENTRAL ANGLE OF 03 DEGREES 29 MINUTES 37 SECONDS AND A LONG CHORD WHICH BEARS NORTH 84 DEGREES 53 MINUTES 44 SECONDS WEST, 355.46 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 2,175,821 SQUARE FEET OR 49,850 ACRES, MORE OR LESS

APR
DATE

DESCRIPTION

REV

DESIGNED BY: AC

REVIEWED BY: JK

DRAWN BY: AC

BGE Inc.
10

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Emory Crossing Preliminary Plat Revision #2, 315.28 acres, more or less, of land, 1,350 residential lots, one amenity lot and one commercial lot, located on FM 1660 North.(Ashley Lumpkin)
Meeting: City Council - 15 Oct 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Emory Crossing Preliminary Plat Revision #2 is approximately 325.28 acres of land and 1,350 residential lots, one amenity lot and one commercial lot. This plat is formerly known as RSI Preliminary Plat.

Current Zoning:

The subject property is zoned Planned Unit Development (PUD) with a base zoning of Single-family , medium density (SF-1).

Surrounding Zoning:

North: Extraterritorial Jurisdiction (with a Development Agreement)

East: Mustang Creek Subdivision (SF-1)

South: Hutto Parke Subdivision (SF-1) and ETJ (with a Development Agreement)

West: Extraterritorial Jurisdiction (with a Development Agreement)

Summary of Request:

The proposed revised Preliminary Plat is comprised of 1,350 Single-Family Lots. There are 118 proposed townhome lots, 458 proposed detached condo lots and 722 single-family residential lots that are at least 50 feet in width. This revision shows the amenity center lot and the commercial lot, both of which meet the PUD zoning.

Staff Review:

The proposal meets the minimum standards as required in the Planned Unit Development, Unified Development Code and state law. The proposed street layout provides for connectivity and adds a major east/west collector. This provides a needed east-west collector and, once fully constructed, an alternate route to Limmer Loop.

FINANCIAL IMPACT:

None applicable.

POLICY IMPLICATIONS:

None applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously and the Final Plat meets the requirements as adopted within the Planned Unit Development and the Unified Development Code, Staff recommends approval to City Council for approval of the Final Plat with the condition, prior to recordation the applicant provide all signatures on plat.

ATTACHMENTS:

[EmoryCrossingRev2Prelim\(FullPacket\)](#)

RESOLUTION NO. R-2020-094

A RESOLUTION APPROVING THE PLAT KNOWN AS “EMORY CROSSING REVISION #2 PRELIMINARY PLAT”; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council hereby approves the resolution for the plat known as “Emory Crossing Revision #2 Preliminary Plat”, a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

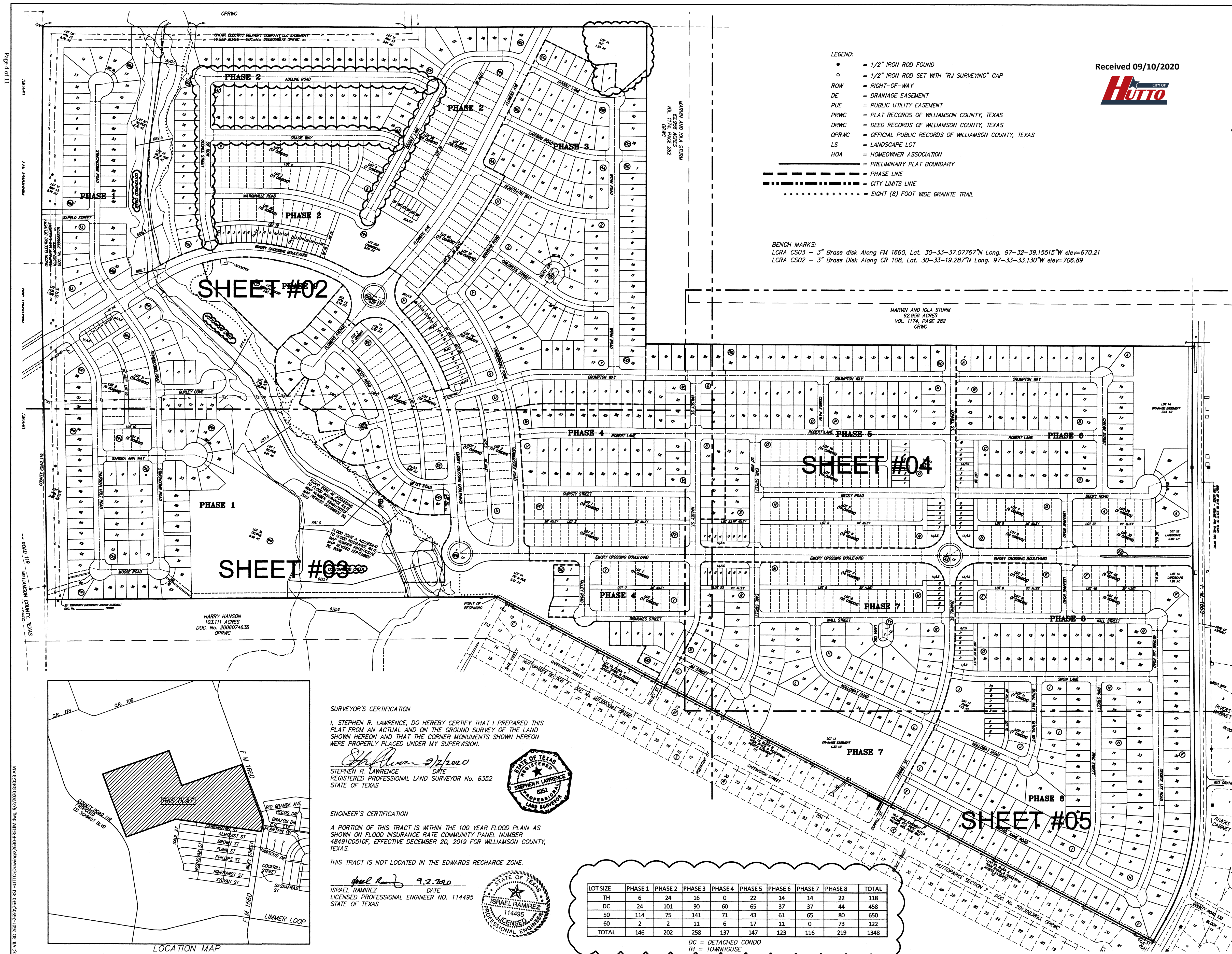
CONSIDERED and RESOLVED on this the **15th** day of the month **October, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary



- LEGEND:
- = 1/2" IRON ROD FOUND
 - = 1/2" IRON ROD SET WITH "RJ SURVEYING" CAP
 - ROW = RIGHT-OF-WAY
 - DE = DRAINAGE EASEMENT
 - PUE = PUBLIC UTILITY EASEMENT
 - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - LS = LANDSCAPE LOT
 - HOA = HOMEOWNER ASSOCIATION
 - = PRELIMINARY PLAT BOUNDARY
 - - - = PHASE LINE
 - - - - - = CITY LIMITS LINE
 - ***** = EIGHT (8) FOOT WIDE GRANITE TRAIL

Received 09/10/2020

Hutto CITY OF

REVISED PRELIMINARY PLAT OF
EMORY CROSSING
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=200'

0 200' 400' 600' 800'

PRELIMINARY OVERALL

- STANDARD PLAT NOTES
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
 - BUILDING SETBACK LINES SHALL CONFORM TO PUD REQUIREMENTS.
 - A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
 - A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
 - A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE LOT LINES OF SF-1 AND SF-1 CONDOMINIUM LOTS.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
 - STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
 - SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
 - WATER WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. WASTEWATER WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WASTEWATER SYSTEM IS INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/4" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
 - UTILITY PROVIDERS FOR THIS SUBDIVISION ARE:
WATER: JONAH S.U.D.
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR
 - THERE ARE AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 48491C0010F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
 - AMENITY, OPEN SPACE AND ALLEYS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - ALL LOTS IN THIS SUBDIVISION SHALL BE ZONED PUD WITH A BASE ZONING OF SF-1 OR B-1 PER THE PUD.
 - ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
 - THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOTS IS 55%.
 - ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO CODES AND REGULATIONS, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
 - ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
 - ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
 - ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 - ALL LANDSCAPE & PARK LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 - LANDSCAPED MEDIANS & THE CENTER OF THE ROUND-A-BOUTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 - FIRE LANE SIGNS AS SPECIFIED IN SECTION D103.6 OF THE 2018 INTERNATIONAL FIRE CODE SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ACCESS ROADS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE PER SECTION D103.6.2.
 - ALL LOTS ADJACENT TO THE FLOODPLAIN SHALL HAVE THE FINISHED FLOOR ELEVATIONS AT MINIMUM TWO (2) FEET ABOVE THE 100-YEAR FLOODPLAIN ELEVATION OF COTTONWOOD CREEK.

- SHEET INDEX
- PRELIMINARY OVERALL
 - PRELIMINARY 1 OF 4
 - PRELIMINARY 2 OF 4
 - PRELIMINARY 3 OF 4
 - PRELIMINARY 4 OF 4
 - WATER & WASTEWATER LAYOUT
 - OFFSITE WASTEWATER LAYOUT
 - DRAINAGE LAYOUT

SITE DATA:

RESIDENTIAL (TOTAL 1,348)	
SF-1 (50' Min.)	772 LOTS
SF-1 ATTACHED TH	118 LOTS
SF-1 DETACHED CONDO.	458 LOTS
BLOCKS	49
TOTAL AREA	315.28 ACRES
SF LOTS	179.33 ACRES
NON-SF LOTS	39.32 ACRES
AMENITY LOT	3.83 ACRES
OPEN SPACE TO CITY	22.53 ACRES
POCKET PARKS	2.05 ACRES
RIGHT-OF-WAY	61.90 ACRES
ALLEY	6.32 ACRES

PROPERTY OWNER:
WILLIAM LYON HOMES
810 HESTER'S CROSSING
ROAD, SUITE 235
ROUND ROCK, TX 78681

DATE: JULY 23, 2018 SCALE: 1" = 200'

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

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

LOT SIZE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	TOTAL
TH	6	24	16	0	22	14	14	22	118
DC	24	101	90	60	65	37	37	44	458
50	114	75	141	71	43	61	65	80	650
60	2	2	11	6	17	11	0	73	122
TOTAL	146	202	258	137	147	123	116	219	1348

DC = DETACHED CONDO
TH = TOWNHOUSE

SURVEYOR'S CERTIFICATION

I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

Stephen R. Lawrence DATE: 9/2/2020
STEPHEN R. LAWRENCE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6352
STATE OF TEXAS

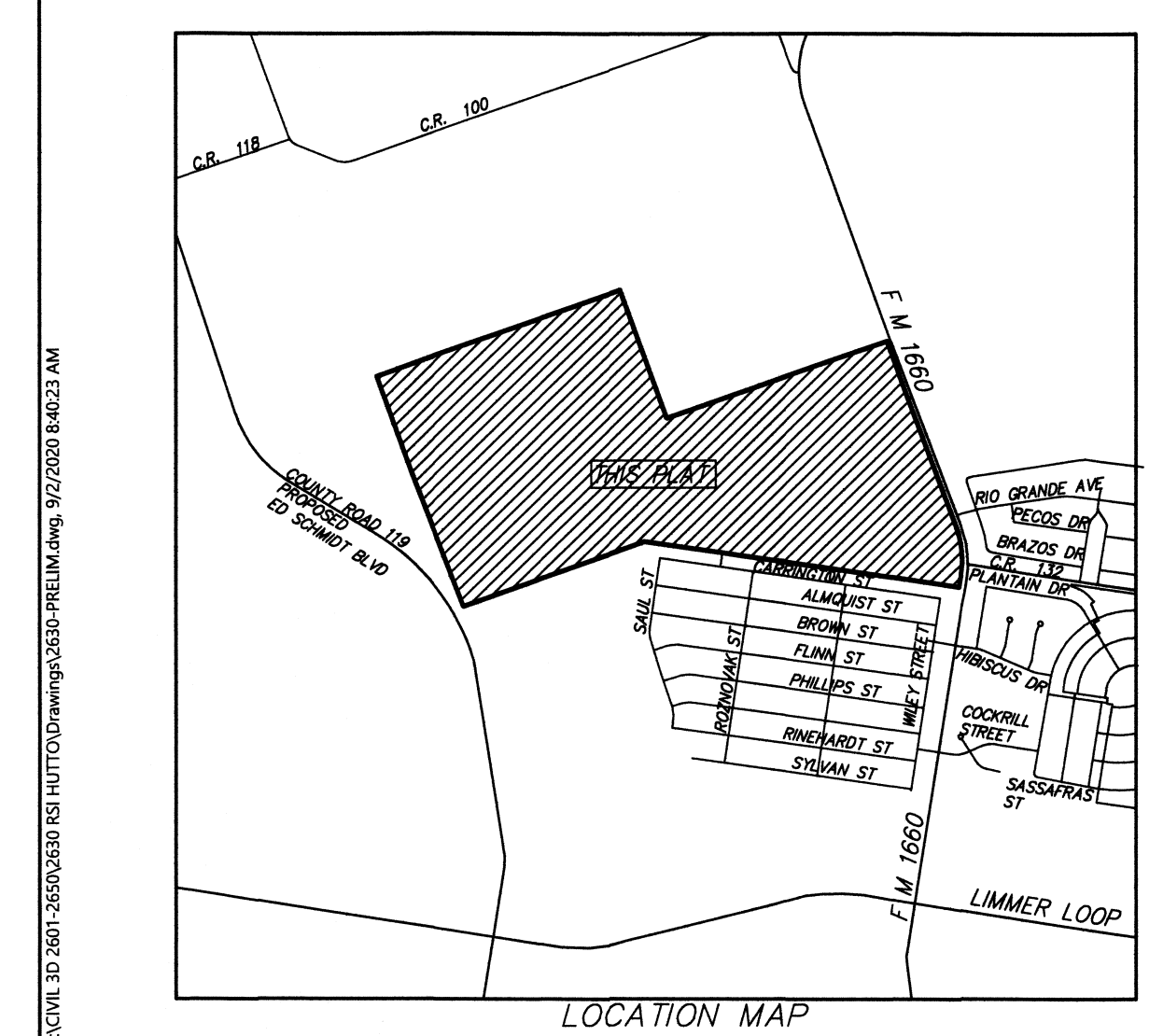
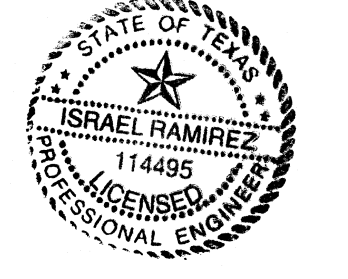


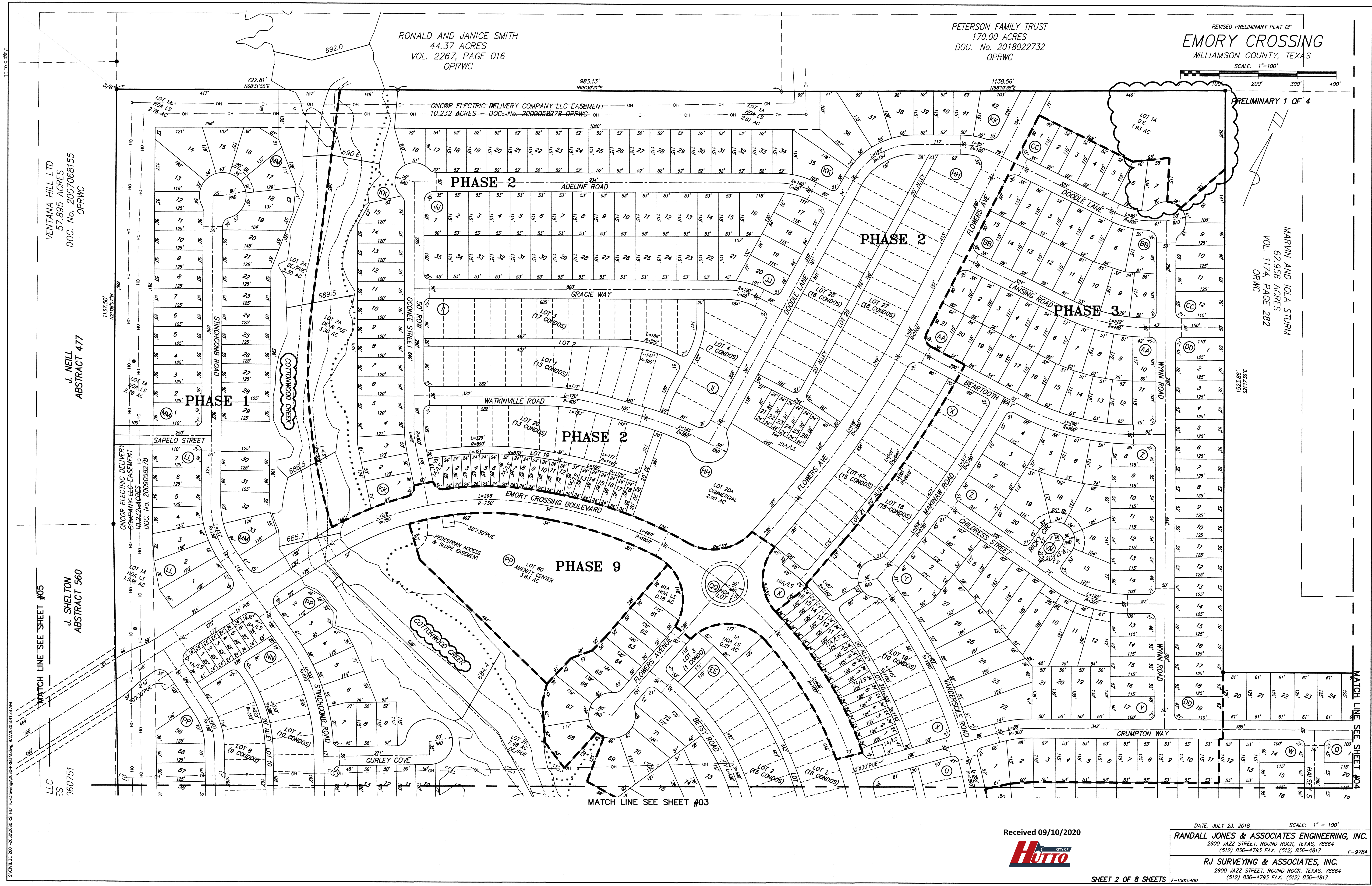
ENGINEER'S CERTIFICATION

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0010F, EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED IN THE EDWARDS RECHARGE ZONE.

Israel Ramirez DATE: 9/2/2020
ISRAEL RAMIREZ
LICENSED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS





VENTANA HILL LTD
57.895 ACRES
DOC. No. 2007068155
OPRWC

J. NEILL
ABSTRACT 477

J. SHELTON
ABSTRACT 560

260751

LLC

3/20/2020 8:41:23 AM

Received 09/10/2020



SHEET 2 OF 8 SHEETS F-10015400

DATE: JULY 23, 2018 SCALE: 1" = 100'

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

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

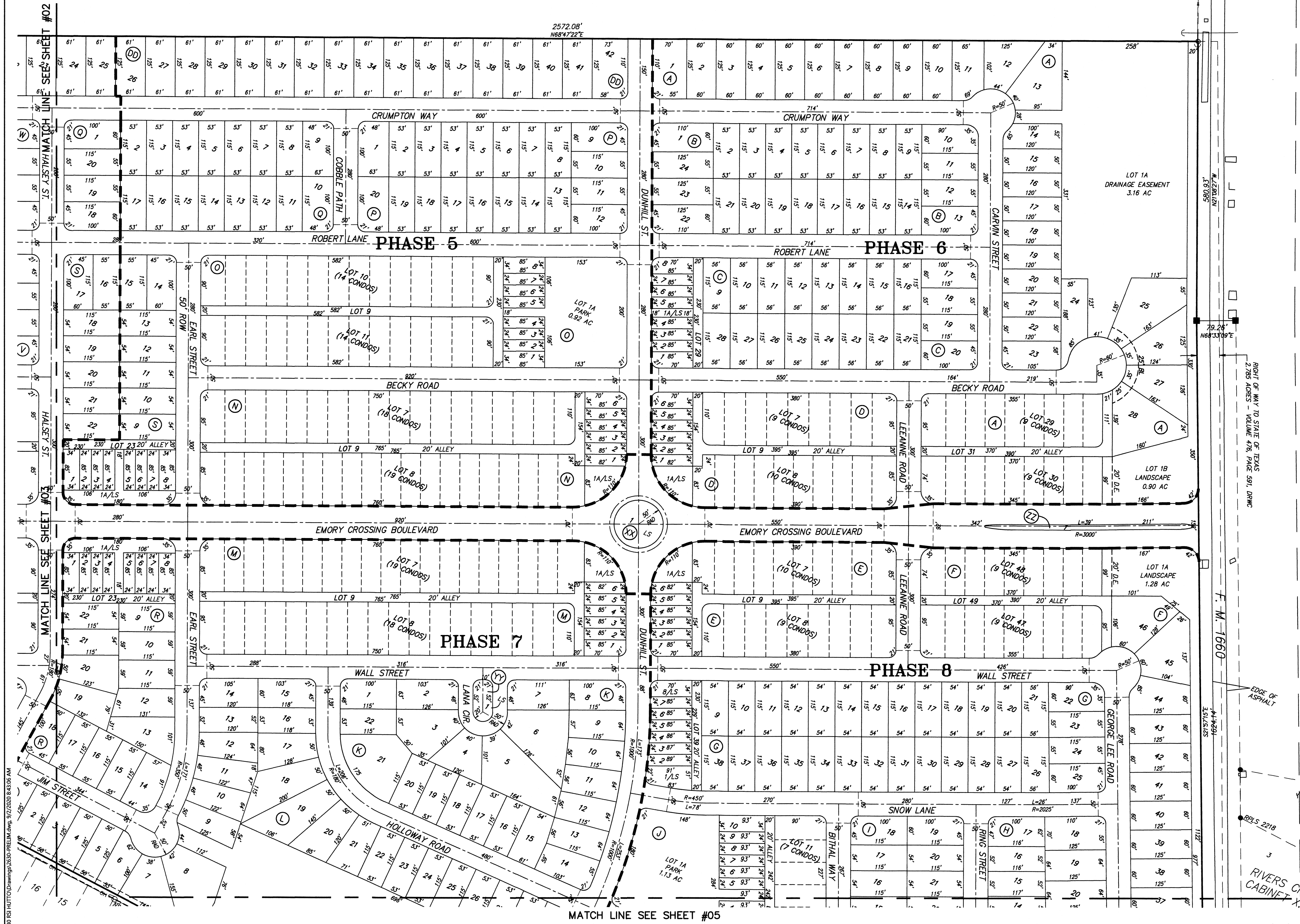
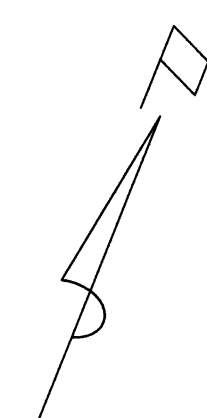


MARVIN AND IOLA STURM
62.956 ACRES
VOL. 1174, PAGE 282
ORWC

REVISED PRELIMINARY PLAT OF
EMORY CROSSING
WILLIAMSON COUNTY, TEXAS

IVER WALLIN AND
LAVERNE WALLIN
293 ACRES FIRST TRACT
VOL. 541, PAGE 514
DRWC

SCALE: 1"=100'
0 100' 200' 300' 400'
PRELIMINARY 3 OF 4



JONAH WATER SUD
0.50 ACRE
DOCUMENT No. 2000021638
OPRWC

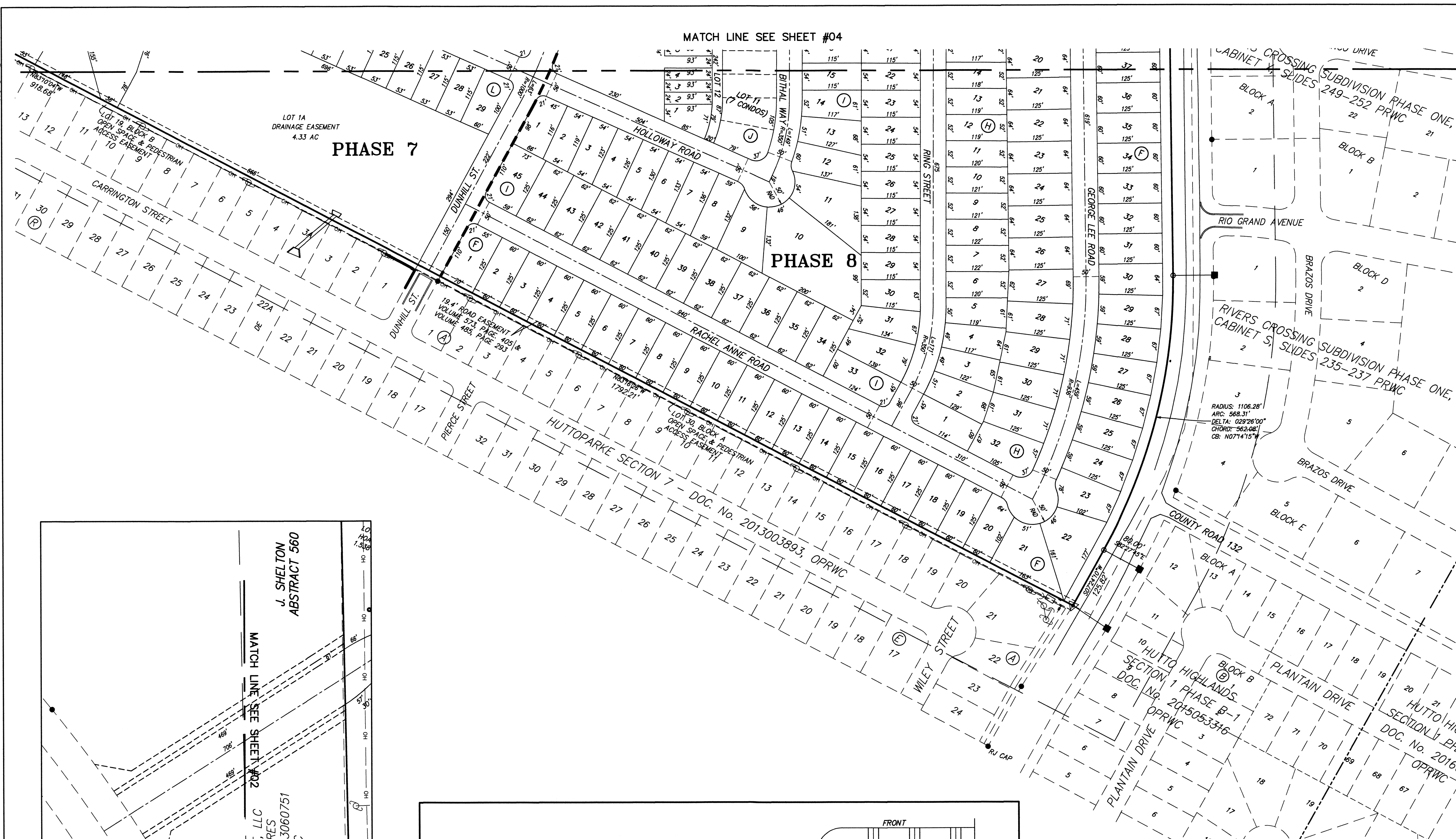
Received 09/10/2020



DATE: JULY 23, 2018 SCALE: 1" = 100'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784
RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

SHEET 4 OF 8 SHEETS F-10015400

S:\CIVIL\3D\2601-2602\2602-01\HUTTO Drawings\2602-01\PRELIM.dwg, 9/10/2020 04:54:41 AM



REVISED PRELIMINARY PLAT OF
EMORY CROSSING
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

PRELIMINARY 4 OF 4

THAT PART OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 133.617 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS, LLC BY DEED RECORDED IN DOCUMENT NO. 2019027388 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET ON THE WEST LINE OF F.M. 1660 AT THE NORTHEAST CORNER OF SAID 133.617 ACRE TRACT, BEING THE NORTHWEST CORNER OF THAT 2.785 ACRE TRACT CONVEYED TO THE STATE OF TEXAS BY DEED RECORDED IN VOLUME 476, PAGE 591 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC), BEING ALSO AT THE SOUTHEAST CORNER OF THAT 62.956 ACRE TRACT OF LAND CONVEYED TO MARVIN STURM AND IOLA STURM BY DEED RECORDED IN VOLUME 1174, PAGE 282 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC);

THENCE ALONG THE EAST LINE OF SAID 133.617 ACRE TRACT, ALONG THE WEST LINE OF SAID F.M. 1660, SAME BEING THE WEST LINE OF SAID 2.785 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES:

1. S21°08'27"E A DISTANCE OF 580.93 FEET TO A FOUND BROKEN TXDOT CONCRETE MONUMENT, FROM WHICH A TXDOT CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1660 BEARS N68°33'09"E A DISTANCE OF 79.26 FEET;
2. S21°57'15"E A DISTANCE OF 1,624.14 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
3. SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 568.31 FEET, HAVING A RADIUS OF 1,106.28 FEET, A CENTRAL ANGLE OF 29°26'00", AND A CHORD BEARING S07°14'15"E A DISTANCE OF 562.08 FEET TO A 1/2" IRON ROD SET, FROM WHICH A TXDOT CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1660 BEARS S82°27'45"E A DISTANCE OF 80.00 FEET;
4. S07°24'00"W A DISTANCE OF 123.82 FEET TO A COTTON SPINDLE FOUND FOR THE SOUTHEAST CORNER OF SAID 133.617 ACRE TRACT, BEING THE NORTHEAST CORNER OF HUTTOPARKE SECTION 7, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2013003893 OPRWC;

THENCE ALONG THE SOUTH LINE OF SAID 133.617 ACRE TRACT, AND ALONG THE NORTH LINE OF SAID HUTTOPARKE SECTION 7 THE FOLLOWING TWO (2) COURSES:

1. N83°10'26"W A DISTANCE OF 1,792.21 FEET TO A 1/2" IRON ROD SET;
2. N83°10'04"W A DISTANCE OF 918.68 FEET TO A 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID 133.617 ACRE TRACT, BEING THE SOUTHWEST CORNER OF THAT 181.663 ACRE TRACT OF LAND CONVEYED TO WLH COMMUNITIES-TEXAS, LLC BY DEED RECORDED IN DOCUMENT NO. 2019027650 OPRWC, FROM WHICH A 1/2" IRON ROD FOUND BEARS N53°42'13"E A DISTANCE OF 1.30 FEET;

THENCE N21°17'36"W ALONG THE WEST LINE OF SAID 133.617 ACRE TRACT AND THE EAST LINE OF SAID 181.663 ACRE TRACT, A DISTANCE OF 1,589.30 FEET TO A 1" GALVANIZED PIPE FOUND AT THE NORTHWEST CORNER OF SAID 133.617 ACRE TRACT, BEING THE SOUTHWEST CORNER OF SAID 62.956 ACRE TRACT;

THENCE N68°47'22"E ALONG THE NORTH LINE OF SAID 133.617 ACRE TRACT AND THE SOUTH LINE OF SAID 62.956 ACRE TRACT, A DISTANCE OF 2,572.08 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 133.617 ACRES, MORE OR LESS.

ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.

ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NO. R020383.

THAT PART OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 181.663 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS, LLC BY DEED RECORDED IN DOCUMENT NO. 2019027650 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET ON THE NORTH LINE OF HUTTOPARKE SECTION 7, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2013003893 OPRWC, BEING THE SOUTHWEST CORNER OF THAT 133.617 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS, LLC BY DEED RECORDED IN DOCUMENT NO. 2019027388 OPRWC, BEING THE SOUTHWEST CORNER SAID 181.663 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND BEARS N53°42'13"E A DISTANCE OF 1.30 FEET;

THENCE ALONG THE NORTH LINE OF SAID HUTTOPARKE SECTION 7 AND THE SOUTH LINE OF SAID 181.663 ACRE TRACT, N83°10'04"W A DISTANCE OF 788.38 FEET TO A 1/2" IRON ROD FOUND FOR AN ANGLE POINT OF SAID 181.663 ACRE TRACT AT THE NORTHWEST CORNER OF LOT 113, BLOCK C OF SAID HUTTOPARKE SECTION 7, BEING ALSO THE NORTHEAST CORNER OF THAT 103.111 ACRE TRACT OF LAND CONVEYED TO HARRY RONALD HANSON BY DEED RECORDED IN DOCUMENT NO. 2006074636 OPRWC;

THENCE ALONG THE SOUTH LINE OF SAID 181.663 ACRE TRACT AND THE NORTH LINE OF SAID 103.111 ACRE TRACT, S68°08'47"W A DISTANCE OF 2,120.90 FEET TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF SAID 181.663 ACRE TRACT, BEING THE NORTHWEST CORNER OF SAID 103.111 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR AN ANGLE POINT ON THE EAST LINE OF THAT 7.402 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, TEXAS, BEING THE EAST LINE OF PROPOSED ED SCHMIDT BOULEVARD (COUNTY ROAD 119) BEARS N79°55'45"W A DISTANCE OF 94.61 FEET;

THENCE ALONG THE WEST LINE OF SAID 181.663 ACRE TRACT, N22°26'10"W A DISTANCE OF 1,614.45 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THAT 101.8 ACRE TRACT (TRACT 2) CONVEYED TO NO-COUNT, LLC BY DEED RECORDED IN DOCUMENT NO. 2013060751 OPRWC, BEING THE SOUTHWEST CORNER OF THAT 57.895 ACRE TRACT OF LAND CONVEYED TO VENTANA HILLS, LTD. BY DEED RECORDED IN DOCUMENT NO. 2007068155 OPRWC, BEING ALSO THE SOUTHWEST CORNER OF THE JAMES NEILL SURVEY, ABSTRACT NO. 477;

THENCE ALONG THE WEST LINE OF SAID 181.663 ACRE TRACT AND THE EAST LINE OF SAID 57.895 ACRE TRACT, N21°06'07"W A DISTANCE OF 1,137.50 FEET TO A 3/8" IRON ROD FOUND ON THE EAST LINE OF SAID 57.895 ACRE TRACT AT THE NORTHWEST CORNER OF SAID 181.663 ACRE TRACT, BEING ALSO THE SOUTHWEST CORNER OF THAT 44.37 ACRE TRACT OF LAND CONVEYED TO RONALD ALBERT SMITH AND JANCIE H. SMITH BY DEED RECORDED IN VOLUME 2267, PAGE 16 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC);

THENCE ALONG THE NORTH LINE OF SAID 181.663 ACRE TRACT AND THE SOUTH LINE OF SAID 44.37 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. N68°31'55"E A DISTANCE OF 722.81 FEET TO A 1/2" IRON ROD SET;
2. N68°39'21"E A DISTANCE OF 983.13 FEET TO A 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID 44.37 ACRE TRACT, BEING THE SOUTHWEST CORNER OF THAT 170.00 ACRE TRACT CONVEYED TO THE PETERSON FAMILY TRUST BY DEED RECORDED IN DOCUMENT NO. 2011056854 OPRWC;

THENCE N68°19'38"E ALONG THE NORTH LINE OF SAID 181.663 ACRE TRACT AND THE SOUTH LINE OF SAID 170.00 ACRE TRACT, A DISTANCE OF 1,138.56 FEET TO A 1-1/2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID 181.663 ACRE TRACT, BEING THE NORTHWEST CORNER OF THAT 62.956 ACRE TRACT OF LAND CONVEYED TO MARVIN STURM AND IOLA STURM BY DEED RECORDED IN VOLUME 1174, PAGE 282 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC);

THENCE S21°17'36"E ALONG THE EAST LINE OF SAID 181.663 ACRE TRACT, ALONG THE WEST LINE OF SAID 62.956 ACRE TRACT AND ALONG THE WEST LINE OF SAID 133.617 ACRE TRACT, PASSING AT A DISTANCE OF 1,523.86 FEET A 1" GALVANIZED PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 62.956 ACRE TRACT, BEING THE NORTHWEST CORNER OF SAID 133.617 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 3,113.15 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 181.663 ACRES, MORE OR LESS.

ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.

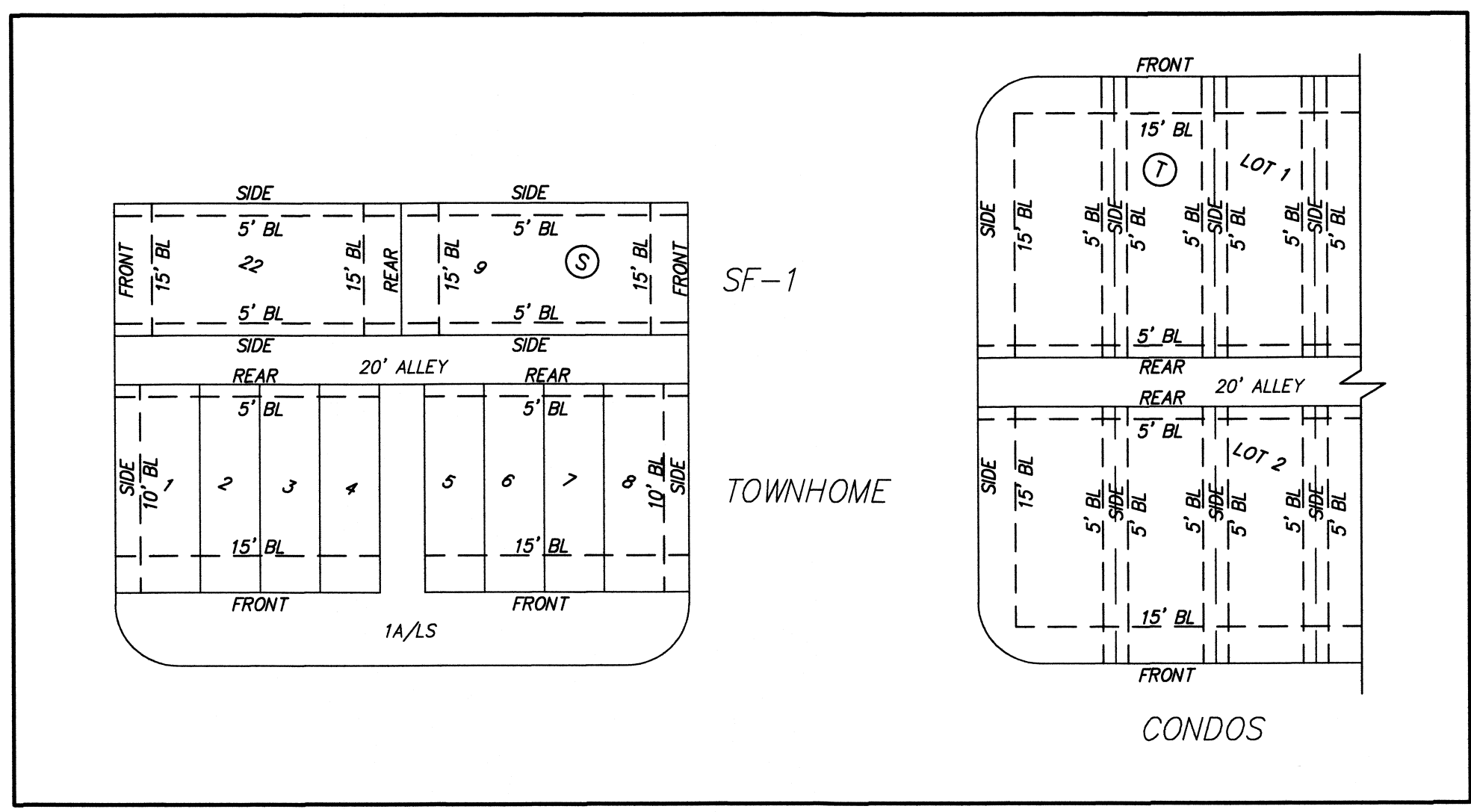
ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NO. R020374.

DATE: JULY 23, 2018 SCALE: 1" = 100'

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

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

SHEET 5 OF 8 SHEETS F-10015400

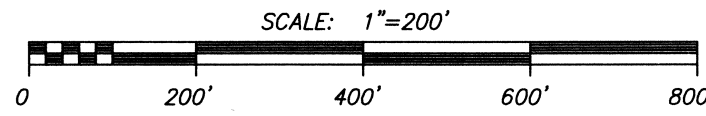


Received 09/10/2020



WATER & WASTEWATER LAYOUT

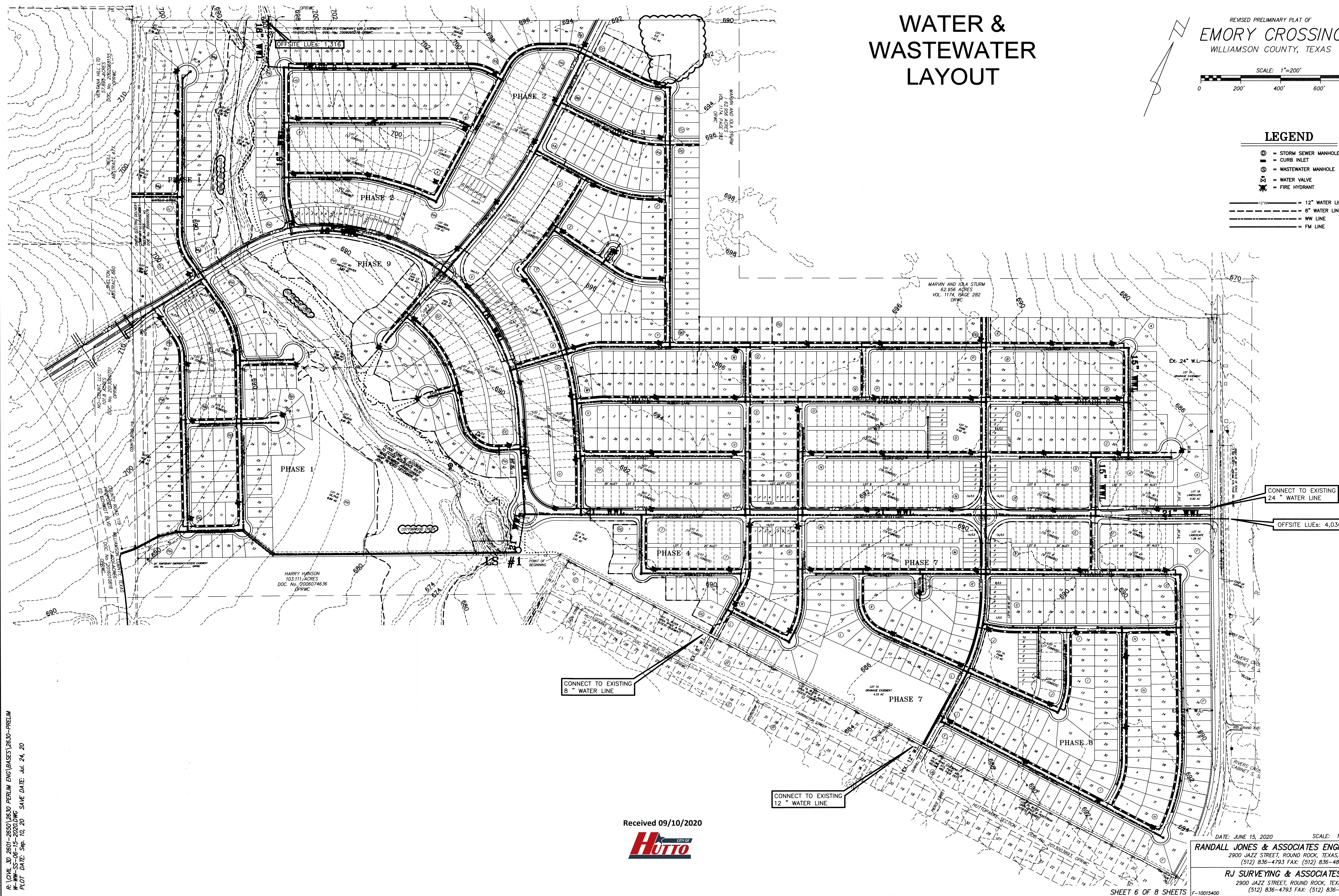
REVISED PRELIMINARY PLAT OF
EMORY CROSSING
WILLIAMSON COUNTY, TEXAS



LEGEND

- ⊕ = STORM SEWER MANHOLE
- = CURB INLET
- ⊙ = WASTEWATER MANHOLE
- ⊕ = WATER VALVE
- ⊕ = FIRE HYDRANT

- = 12" WATER LINE
- = 8" WATER LINE
- = WW LINE
- = FM LINE



DATE: JUNE 15, 2020 SCALE: 1" = 200'

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

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

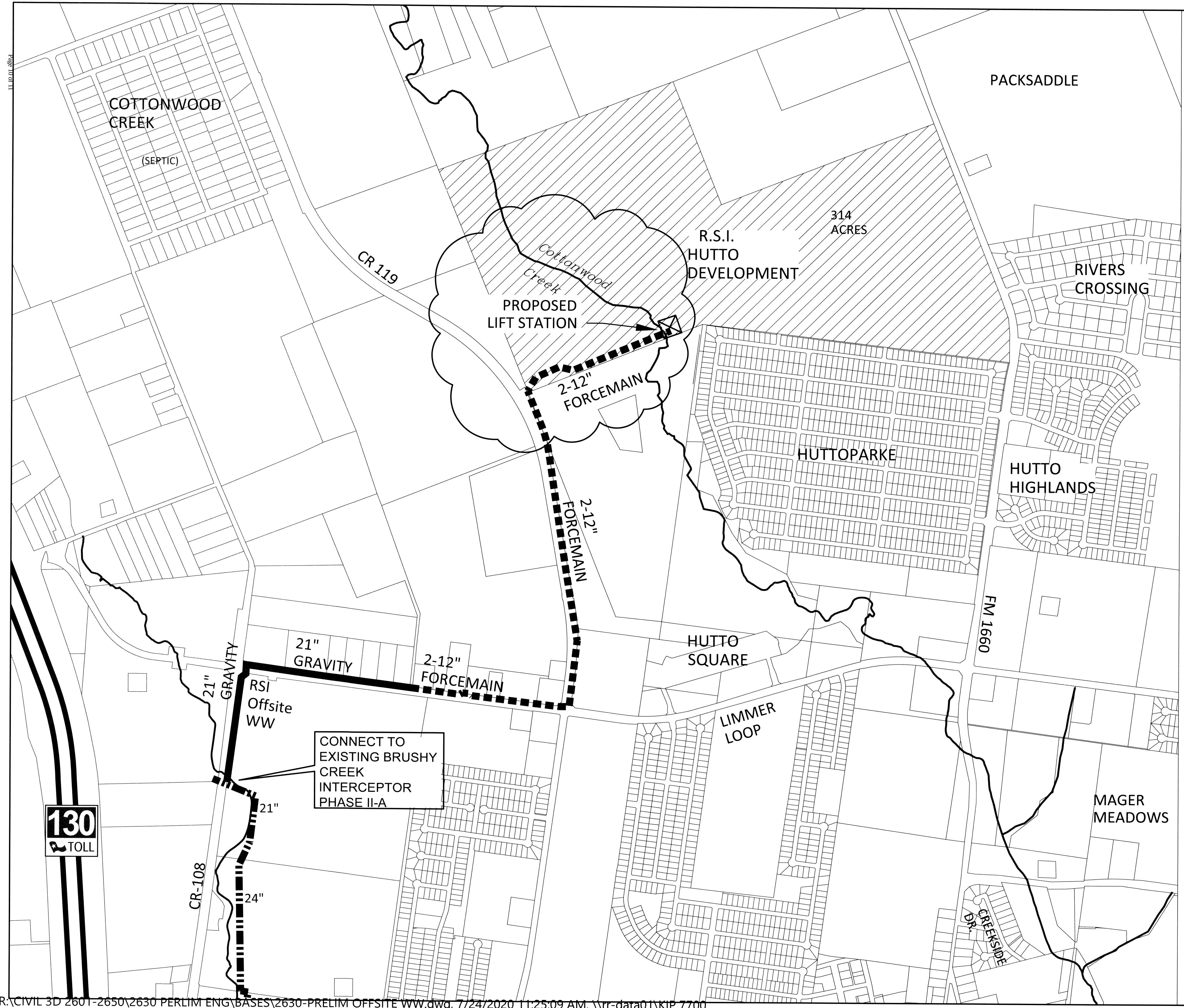
Received 09/10/2020



R:\LOVELL_3D_2001-2050\2630 PERUM ENG\BASES\2630-PRELIM
W-W-SS-06-15-2020.DWG
PLOT DATE: Sep 10, 20 SAVE DATE: Jul 24, 20

SHEET 6 OF 8 SHEETS F-10015400

Page 10 of 11

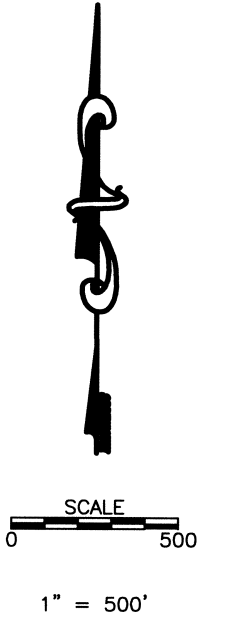


OFFSITE WASTEWATER LAYOUT

REVISED PRELIMINARY PLAT OF
EMORY CROSSING
WILLIAMSON COUNTY, TEXAS

LEGEND

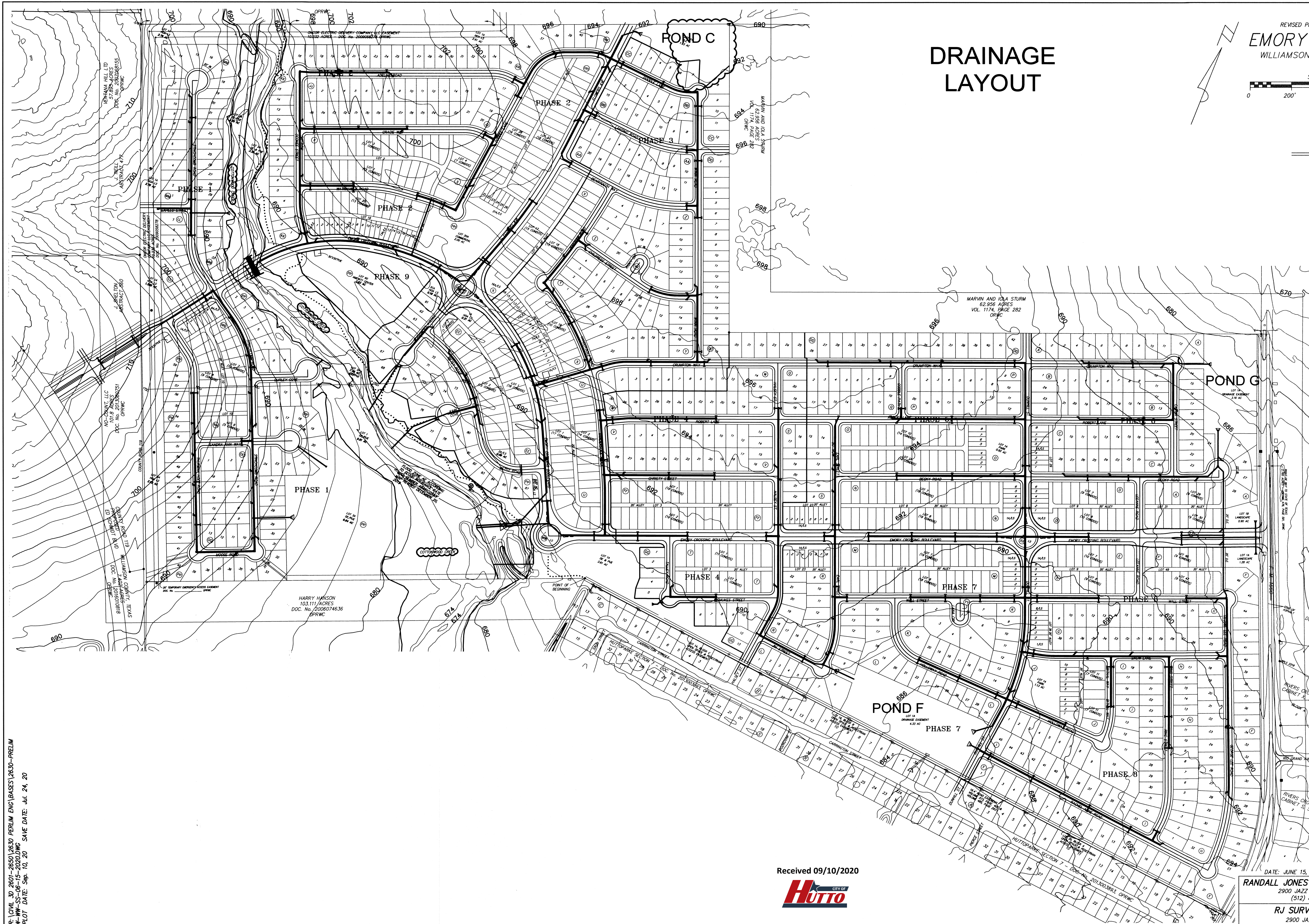
- PROPOSED FORCE MAIN
- PROPOSED GRAVITY SEWER
- EXIST. BRUSHY CREEK INTERCEPTOR PHASE II-A



Received 09/10/2020

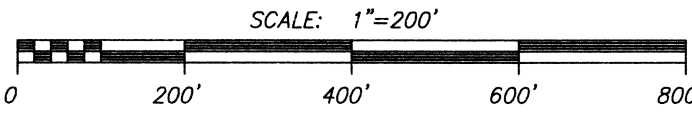


DATE: JULY 23, 2018 SCALE: 1" = 1000'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784
RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817



DRAINAGE LAYOUT

REVISED PRELIMINARY PLAT OF
EMORY CROSSING
WILLIAMSON COUNTY, TEXAS



LEGEND

- ⊙ = STORM SEWER MANHOLE
- = CURB INLET

R: CIVIL 3D 2601-2650 PRELIM ENG BASES 12630-PRELIM
DATE: 06-15-2020 JWG SAVE DATE: JUL 24, 20
PLOT DATE: 06-16-2020 JWG

Received 09/10/2020



DATE: JUNE 15, 2020 SCALE: 1" = 200'

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

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

SHEET 8 OF 8 SHEETS F-10015400

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Cottonwood Creek Phase 3 Final Plat, 32.904 acres, more or less, of land, 138 residential lots, located on CR 199.(Ashley Lumpkin)
Meeting: City Council - 15 Oct 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Cottonwood Creek Phase 3 Final Plat is approximately 32.904 acres of land and 138 single-family residential lots. This phase is north of Carl Stern Drive and west of Phase 2, south of CR199.

Current Zoning:

The subject property is zoned Planned Unity Development (PUD), with a base zoning of Single Family, medium density (SF-1) with a Development Agreement.

Surrounding Zoning:

North: Single-Family Residential (SF-1 - Cottonwood Creek Subdivision - Phase 4)

East: Single-Family Residential (SF-1 - Cottonwood Creek Subdivision - Phase 2)

South: Single-Family Residential (SF-1 - Cottonwood Creek Subdivision - Phase 8)

West: Planned Unit Development (Cross Creek Subdivision)

Summary of Request:

The proposed Final Plat is comprised of 138 Single-Family Lots, two open space/drainage easements, four open space lots, multiple greenlink lots, and one drainage easement and has a total acreage of 32.904. The majority of the lots in this section are 50 feet in width.

Staff Review:

The proposal meets the minimum standards as required in the Planned Unit Development, Development Agreement, Unified Development Code and state law. The proposed street layout provides for connectivity between adjacent developments. This provides a needed collection and alternate routes in the area.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously and the Final Plat meets the requirements as adopted within the Planned Unit Development, Unified Development Code, Development Agreement and state law, staff recommends that the City Council approve the resolution.

ATTACHMENTS:

[CCPh3FP\(Full\)](#)

RESOLUTION NO. R-2020-095

A RESOLUTION APPROVING THE PLAT KNOWN AS "COTTONWOOD CREEK PHASE 3 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council hereby approves the resolution for the plat known as "Cottonwood Creek Phase 3 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **15th** day of the month **October, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

G:\TXC\Projects\Lennar\7501-00-Cottonwood_Ph3\SV\04_Final\Drawings\7501-00-Cottonwood_Ph3_Plot_Rs.dwg, 9/02/2020 5:46 PM, mmliaok, 1:100

BENCHMARKS:

- BENCHMARK #12 MAG NAIL W/ SHINER STAMPED "BGE INC" IN ASPHALT IN THE CENTER OF COUNTY ROAD 199, BEING APPROXIMATELY 1,420 FEET WEST-NORTHWEST OF THE INTERSECTION OF COUNTY ROAD 199 AND COUNTY ROAD 132.
- ELEVATION: 648.75 FEET NAVD-88
GRID N: 10171601.73
GRID E: 3178479.93
- BENCHMARK #13 MAG NAIL W/ SHINER STAMPED "BGE INC" IN ASPHALT IN THE NORTHBOUND LANE OF COUNTY ROAD 132, BEING APPROXIMATELY 15 FEET SOUTHEAST OF THE INTERSECTION OF COUNTY ROAD 199 AND COUNTY ROAD 132.
- ELEVATION: 653.29 FEET NAVD-88
GRID N: 10171379.44
GRID E: 3179884.00
- BENCHMARK #20 MAG NAIL W/ SHINER STAMPED "BGE INC" SET IN ASPHALT IN THE WESTBOUND LANE OF LUNA VISTA DRIVE BEING APPROXIMATELY 500 FEET EAST-SOUTHEAST OF THE INTERSECTION OF LUNA VISTA AND TEA ROSE TRAIL IN FRONT OF THE SOUTHEAST CORNER OF 517 LUNA VISTA DRIVE.
- ELEVATION: 619.40 FEET NAVD-88
GRID N: 10166495.17
GRID E: 3177612.50

MERITAGE HOMES OF TEXAS, LLC
CALLED 167.461 ACRES
DOC. NO. 2018105406 O.P.R.W.C.

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

Received 09/09/2020



FINAL PLAT COTTONWOOD PHASE 3

A SUBDIVISION OF 32.815 ACRES OF LAND
LOCATED IN THE
WILLIAM GATLIN SURVEY, ABSTRACT NO. 271
WILLIAMSON COUNTY, TEXAS

CARL STERN DRIVE (80' R.O.W.)

MILLINER LOOP (50' R.O.W.)

ZAGATO STREET (50' R.O.W.)

MILLINER LOOP (50' R.O.W.)

LANCIA STREET (50' R.O.W.)

MILLINER LOOP (50' R.O.W.)

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

PROPOSED SEBRING CIRCLE (50' R.O.W.)

PROPOSED MAGIONE STREET (50' R.O.W.)

PROPOSED GOLDEN PLAINS PARKWAY (50' R.O.W.)

P.O.B. TRACT 1

GOLDEN PLAINS PARKWAY (50' R.O.W.)

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

PROPOSED SEB

BEARING BASIS NOTE:

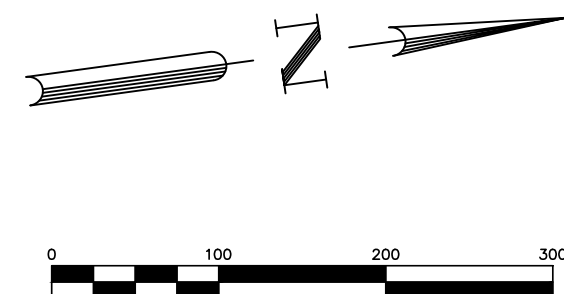
BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.0001097659

VICINITY MAP
NOT TO SCALE



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

SHEET 1 OF 5



A SUBDIVISION OF 32.815 ACRES OF LAND
LOCATED IN THE
WILLIAM GATLIN SURVEY, ABSTRACT NO. 271
WILLIAMSON COUNTY, TEXAS



HUTTO CITY OF



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

SHEET 2 OF 5

R - RESIDENTIAL O.S. - OPEN SPACE
D.E. - DRAINAGE EASEMENT A.C. - AMENITY CENTER

LOT AREA TABLE				
LOT	BLOCK	SQ. FT.	TYPE	
1	Q	47,999	O.S.	
2	Q	7,856	R	
3	Q	4,800	R	
4	Q	4,800	R	
5	Q	4,800	R	
6	Q	4,800	R	
7	Q	4,800	R	
8	Q	6,659	R	
9	Q	4,800	R	
10	Q	4,800	R	
11	Q	4,800	R	
12	Q	5,168	R	
13	Q	5,723	R	
14	Q	5,720	R	
15	Q	6,072	R	

LOT AREA TABLE				
LOT	BLOCK	SQ. FT.	TYPE	
1	R	6,223	R	
2	R	5,000	R	
3	R	5,000	R	
4	R	5,000	R	
5	R	5,368	R	
6	R	5,500	R	
7	R	5,589	R	
8	R	5,621	R	
9	R	5,595	R	
10	R	7,512	R	
11	R	6,482	R	
12	R	5,493	R	
13	R	6,873	R	
14	R	6,884	R	
15	R	8,277	R	
16	R	7,641	R	
17	R	8,750	R	
18	R	8,750	R	
19	R	5,127	O.S.	

LOT AREA TABLE				
LOT	BLOCK	SQ. FT.	TYPE	
1	M	27,701	O.S./D.E.	
10	M	8,226	R	
11	M	6,895	R	
12	M	6,895	R	
13	M	6,895	R	
14	M	6,842	R	
15	M	12,754	R	
16	M	14,719	R	
17	M	5,560	R	
18	M	6,006	R	
19	M	6,005	R	
20	M	6,003	R	
21	M	7,153	R	

LOT AREA TABLE				
LOT	BLOCK	SQ. FT.	TYPE	
1	S	80,879	O.S./D.E.	
2	S	6,745	R	
3	S	5,132	R	
4	S	5,132	R	
5	S	4,860	R	
6	S	5,776	R	
7	S	7,390	R	
8	S	3,109	R	
9	S	6,223	R	
10	S	4,637	R	
11	S	4,800	R	
12	S	4,800	R	
13	S	4,800	R	
14	S	4,800	R	
15	S	4,880	R	
16	S	4,960	R	
17	S	4,960	R	
18	S	4,960	R	
19	S	4,960	R	
20	S	4,960	R	
21	S	4,960	R	
22	S	4,960	R	
23	S	4,960	R	
24	S	4,960	R	
25	S	4,960	R	
26	S	4,960	R	
27	S	4,955	R	
28	S	4,800	R	
29	S	4,800	R	
30	S	4,800	R	
31	S	5,952	R	

LOT AREA TABLE				
LOT	BLOCK	SQ. FT.	TYPE	
1	N	10,127	O.S.	
2	N	7,165	R	
3	N	6,010	R	
4	N	6,010	R	
5	N	6,010	R	
6	N	6,010	R	
7	N	6,010	R	
8	N	6,009	R	
9	N	6,010	R	

LOT AREA TABLE				
LOT	BLOCK	SQ. FT.	TYPE	
1	O	7,152	O.S./D.E.	
2	O	6,000	R	
3	O	6,000	R	
4	O	6,000	R	
5	O	7,066	R	
6	O	7,152	R	
7	O	6,000	R	
8	O	6,000	R	
9	O	6,000	R	
10	O	7,152	R	

LOT AREA TABLE				
LOT	BLOCK	SQ. FT.	TYPE	
1	P	43,397	O.S.	
2	P	6,000	R	
3	P	6,000	R	
4	P	6,000	R	
5	P	6,000	R	
6	P	6,000	R	
7	P	6,000	R	
8	P	6,023	R	
9	P	10,754	R	
10	P	7,052	R	
11	P	5,600	R	
12	P	5,600	R	
13	P	5,600	R	
14	P	5,600	R	
15	P	5,597	R	
16	P	7,792	R	
17	P	11,217	R	
18	P	8,512	R	
19	P	4,791	R	
20	P	4,741	R	
21	P	4,800	R	
22	P	4,800	R	
23	P	4,800	R	
24	P	4,800	R	
25	P	4,800	R	
26	P	4,800	R	
27	P	4,800	R	
28	P	4,800	R	
29	P	4,800	R	
30	P	4,800	R	
31	P	4,800	R	
32	P	4,800	R	
33	P	4,800	R	
34	P	4,800	R	
35	P	4,800	R	
36	P	4,598	R	
37	P	6,297	R	
38	P	10,335	R	
39	P	6,932	R	
40	P	4,462	R	
41	P	4,799	R	
42	P	4,799	R	
43	P	4,799	R	
44	P	4,799	R	
45	P	4,844	R	
46	P	5,134	R	
47	P	5,118	R	
48	P	6,371	R	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	23.56'	15.00'	89°59'47"	N 52°45'51" E	21.21'
C2	23.56'	15.00'	90°00'11"	S 37°14'10" E	21.21'
C3	23.56'	15.00'	89°59'47"	N 52°45'51" E	21.21'
C4	23.56'	15.00'	90°00'00"	S 37°14'09" E	21.21'
C5	23.56'	15.00'	89°59'44"	N 52°45'52" E	21.21'
C6	23.56'	15.00'	90°00'00"	N 37°14'09" W	21.21'
C7	23.56'	15.00'	89°59'44"	S 52°45'53" W	21.21'
C8	23.56'	15.00'	90°00'00"	N 37°14'09" W	21.21'
C9	229.30'	760.00'	17°17'12"	S 00°52'39" E	228.43'
C10	24.37'	15.00'	93°04'40"	S 56°03'35" E	21.78'
C11	24.37'	15.00'	93°04'40"	S 30°51'45" W	21.78'
C12	94.76'	760.00'	7°08'37"	S 19°14'53" E	94.70'
C13	62.83'	40.00'	90°00'00"	S 67°49'12" E	56.57'
C14	450.55'	840.00'	30°43'53"	N 82°32'44" E	445.17'
C15	148.81'	760.00'	11°13'08"	S 87°41'53" E	148.58'
C16	24.37'	15.00'	93°04'40"	N 40°09'13" E	21.78'
C17	22.61'	15.00'	86°21'35"	N 49°33'55" W	20.53'
C18	114.38'	615.00'	10°39'23"	S 87°25'00" E	114.22'
C19	16.09'	25.00'	36°52'12"	S 79°28'35" W	15.81'
C20	142.75'	50.00'	163°34'46"	S 37°10'08" E	98.98'
C21	16.09'	25.00'	36°52'12"	N 26°11'10" E	15.81'
C22	10.40'	15.00'	39°42'54"	N 12°06'24" W	10.19'
C23	147.87'	50.00'	169°26'30"	S 52°45'24" W	99.58'
C24	10.40'	15.00'	39°42'54"	S 62°22'48" E	10.19'
C25	24.58'	15.00'	93°53'13"	N 50°49'08" E	21.92'
C26	72.99'	1,075.00'	3°53'26"	S 05°49'14" W	72.98'
C27	547.17'	1,025.00'	30°35'09"	S 07°31'38" E	540.70'
C28	16.09'	25.00'	36°52'12"	S 41°15'18" E	15.81'
C29	142.95'	50.00'	163°48'42"	N 22°12'57" E	99.00'
C30	15.79'	25.00'	36°10'51"	S 86°01'52" W	15.53'
C31	129.17'	615.00'	12°02'01"	N 73°57'27" E	128.93'
C32	22.61'	15.00'	86°21'35"	S 36°47'40" W	20.53'
C33	24.37'	15.00'	93°04'40"	S 52°55'27" E	21.78'
C34	177.17'	760.00'	13°21'25"	N 73°51'30" E	176.77'
C35	62.83'	40.00'	90°00'00"	N 22°10'48" E	56.57'
C36	448.41'	840.00'	30°35'09"	S 07°31'38" E	443.11'
C37	23.56'	15.00'	90°00'13"	S 37°14'09" E	21.21'
C38	10.40'	15.00'	39°42'54"	N 77°54'17" E	10.19'
C39	147.86'	50.00'	169°26'02"	N 37°14'09" W	99.58'
C40	10.40'	15.00'	39°42'54"	S 27°37'24" W	10.19'
C41	39.27'	25.00'	90°00'13"	N 37°14'09" W	35.36'
C42	23.56'	15.00'	89°59'47"	S 52°45'51" W	21.21'
C43	8.48'	50.00'	9°43'07"	S 62°54'23" W	8.47'
C44	55.52'	50.00'	63°36'59"	N 80°25'34" W	52.71'
C45	44.19'	50.00'	50°38'28"	N 23°17'51" W	42.77'
C46	39.67'	50.00'	45°27'28"	N 24°45'07" E	38.64'
C47	39.20'	25.00'	89°50'23"	S 37°10'08" E	35.31'
C48	23.60'	15.00'	90°09'37"	S 52°49'52" W	21.24'
C49	205.63'	425.00'	27°43'16"	N 84°03'03" E	203.63'
C50	22.99'	15.00'	87°49'24"	N 65°53'53" W	20.81'
C51	15.64'	1,075.00'	0°50'01"	S 22°24'12" E	15.64'
C52	39.43'	25.00'	90°21'47"	N 22°21'41" E	35.47'
C53	299.47'	565.00'	30°22'06"	N 82°43'38" E	295.97'
C54	74.16'	565.00'	7°31'12"	S 87°55'56" E	74.10'
C55	20.55'	565.00'	2°05'01"	S 83°07'49" E	20.55'
C56	23.52'	15.00'	89°50'23"	S 37°10'08" E	21.18'
C57	39.27'	25.00'	90°00'41"	S 52°45'24" W	35.36'
C58	21.44'	15.00'	81°53'01"	N 41°17'45" W	19.66'
C59	326.96'	1,075.00'	17°25'34"	S 09°04'02" E	325.70'
C60	23.03'	15.00'	87°59'13"	N 26°12'48" E	20.84'

TRACT 1:

COMMENCING FOR A POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of County Road 199 (R.O.W. Varies) no reference found, at the common corner of said 46.68 acre tract and a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in Document Number 2018105406, Official Public Records of Williamson County Texas: THENCE, S 07°45'48" W, departing said right-of-way line, coincident with the common line of the 46.68 acre tract and said 167.461 acre tract, a distance of 2,116.89 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing said common line, over and across the 46.68 acre tract, the following fourteen (14) courses:

- 1) S 82°13'45" E, a distance of 144.91 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 7°45'57" E, a distance of 17.90 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°14'03" E, a distance of 555.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northeast corner of the herein described tract;
- 4) S 7°45'57" W, a distance of 412.87 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
- 5) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 89°59'47" a chord bearing of S 52°45'51" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of tangency of the herein described tract;
- 6) N 82°14'16" W, a distance of 155.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
- 7) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 90°00'11" a chord bearing of N 37°14'10" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 8) N 82°14'23" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve;
- 9) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 89°59'47" a chord bearing of S 52°45'51" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of tangency of the herein described tract;
- 10) N 82°14'16" W, a distance of 240.00 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
- 11) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 90°00'00" a chord bearing of N 37°14'09" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 12) N 82°14'24" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve;
- 13) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 89°59'44" a chord bearing of S 52°45'52" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of tangency of the herein described tract;
- 14) N 82°14'16" W, a distance of 129.89 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the aforementioned common line of the 46.68 acre tract and the aforementioned 167.461 acre tract, for the southwest corner of the herein described tract, from which a 5/8-inch iron rod found at an angle point in said common line bears S 7°45'48" W, a distance of 1,630.39 feet ;

THENCE, coincident with said common line, a distance of 410.02 feet to the POINT OF BEGINNING and containing 6.776 acres of land, more or less.

TRACT 2:

COMMENCING FOR A POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of County Road 199 (R.O.W. Varies) no reference found, at the common corner of said 46.68 acre tract and a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in Document Number 2018105406, Official Public Records of Williamson County Texas: THENCE, S 07°45'48" W, departing said right-of-way line, coincident with the common line of the 46.68 acre tract and said 167.461 acre tract, a distance of 2,576.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing said common line, over and across the 46.68 acre tract, and said 130.141 acre tract the following nineteen (19) courses:

- 1)S 82°14'16" E, a distance of 449.89 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
- 2) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 90°00'00", a chord bearing of S 37°14'09" E, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 3) S 82°14'24" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve;
- 4) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 89°59'44", a chord bearing of N 52°45'53" E, and a chord distance of 21.21 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) S 82°14'16" E, a distance of 155.00 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;
- 6) Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 90°00'00", a chord bearing of S 37°14'09" E, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 7) S 82°14'26" E, a distance of 80.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northeast corner of the herein described tract;
- 8) S 7°45'57" W, a distance of 156.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
- 9) Curving to the left, with a radius of 760.00 feet, an arc length of 229.30 feet, a central angle of 171°7'12", a chord bearing of S 0°52'39" E, and a chord distance of 228.43 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of compound curvature of the herein described tract;
- 10)Curving to the left, with a radius of 15.00 feet, an arc length of 24.37 feet, a central angle of 93°04'40", a chord bearing of S 56°03'35" E, and a chord distance of 21.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
- 11)S 12°35'55" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve;
- 12)Curving to the left, with a radius of 15.00 feet, an arc length of 24.37 feet, a central angle of 93°04'40", a chord bearing of S 30°51'45" W, and a chord distance of 21.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of compound curvature of the herein described tract;;
- 13)Curving to the left, with a radius of 760.00 feet, an arc length of 94.76 feet, a central angle of 7°08'37", a chord bearing of S 19°14'53" E, and a chord distance of 94.70 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of tangency of the herein described tract;
- 14)S 22°49'12" E, a distance of 375.00 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;
- 15)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 S 67°49'12" E, 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;
- 16)S 22°49'12" E, a distance of 80.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the aforementioned 130.141 acre tract and the remainder of a called 367.15 acre tract of land (Exhibit "A") as conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297 and 2003097298 all recorded in the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract;
- 17) S 67°10'48" W, a distance of 376.58 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein describe tract;
- 18) Curving to the right, with a radius of 840.00 feet, an arc length of 450.55 feet, a central angle of 30°43'53", a chord bearing of S 82°32'44" W, and a chord distance of 445.17 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;
- 19) N 82°05'19" W, a distance of 418.15 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 130.141 acre tract and the aforementioned 167.461 acre tract for the southwest corner of the herein described tract, from which a 5/8-inch iron rod found at an angle point in said common line bears S 7°45'48" W, a distance of 309.47 feet;

THENCE, N 7°45'48" E, coincident with said common line, a distance of 1,270.92 feet to the POINT OF BEGINNING and containing 26.039 acres of land, more or less.

FINAL PLAT
COTTONWOOD PHASE 3
A SUBDIVISION OF 32.815 ACRES OF LAND
LOCATED IN THE
WILLIAM GATLIN SURVEY, ABSTRACT NO. 271
WILLIAMSON COUNTY, TEXAS

Received 09/09/2020



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

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Emory Crossing Phase 2 Final Plat, 44.321 acres, more or less, of land, 108 residential lots, located off of CR 119 at Emory Crossing Boulevard.(Ashley Lumpkin)
Meeting: City Council - 15 Oct 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Emory Crossing Phase 2 Final Plat consists of 44.321 acres and 108 residential lots. The property is generally located north of the northeast corner of Ed Schmidt Blvd. and Limmer Loop.

Current Zoning:

The subject property is zoned Planned Unit Development (PUD) with a base zoning of Single Family, medium density (SF-1).

Surrounding Zoning:

North: ETJ (with Development Agreement)

East: Emory Crossing Phase 3 (SF-1)

South: Emory Crossing Phase 1 (SF-1)

West: Emory Crossing Phase 1 (SF-1)

Summary of Request:

The proposed Final Plat is comprised of 108 residential lots. There are 77 single-family residential lots, 24 townhome lots, 7 condominium lots (101 units), 1 HOA drainage easement lot, 2 HOA public utility easement lots, 5 HOA lift station lots, 1 commercial lot, and 4 20-foot wide alley lots.

Staff Review:

The proposal meets the minimum standards as required in the Planned Unit Development, Unified Development Code and state law.

FINANCIAL IMPACT:

None applicable.

POLICY IMPLICATIONS:

None applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, and the Final Plat meets the requirements as adopted within the Unified Development Code, Staff recommends approval to the City Council of the Final Plat with the condition, prior to recordation the applicant provide all signatures on plat.

ATTACHMENTS:

[EmoCrossingPh2FP\(Full\)](#)

RESOLUTION NO. R-2020-096

A RESOLUTION APPROVING THE PLAT KNOWN AS “EMORY CROSSING PHASE 2 FINAL PLAT”; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

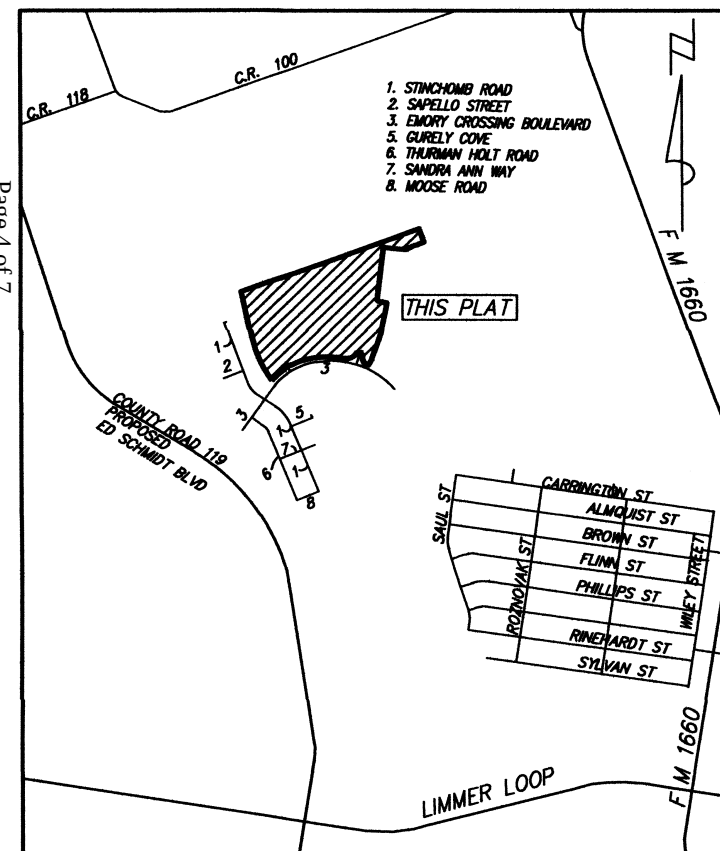
CONSIDERED and RESOLVED on this the **15th** day of the month **October, 2020**.

THE CITY OF HUTTO, TEXAS

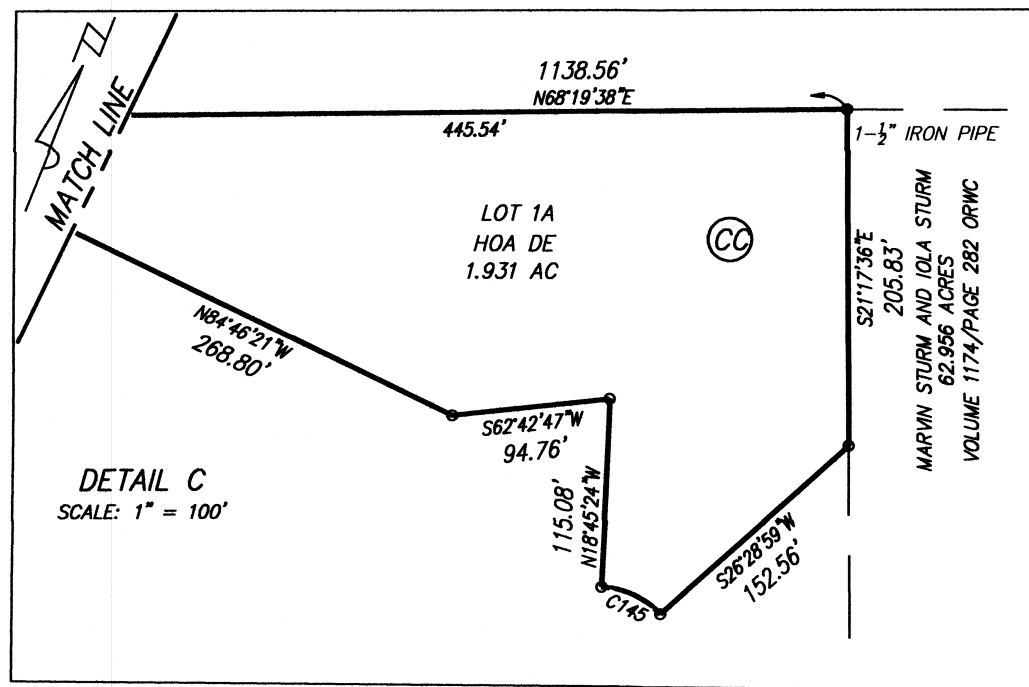
Doug Gaul, Mayor

ATTEST:

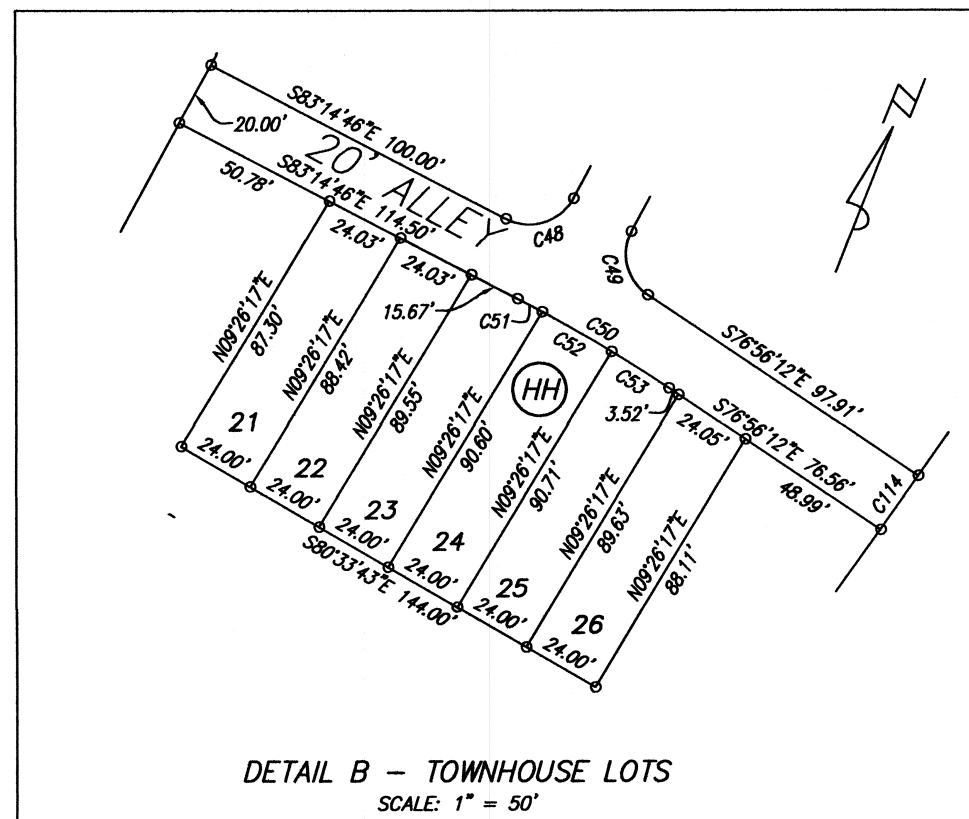
Holly Nagy, City Secretary



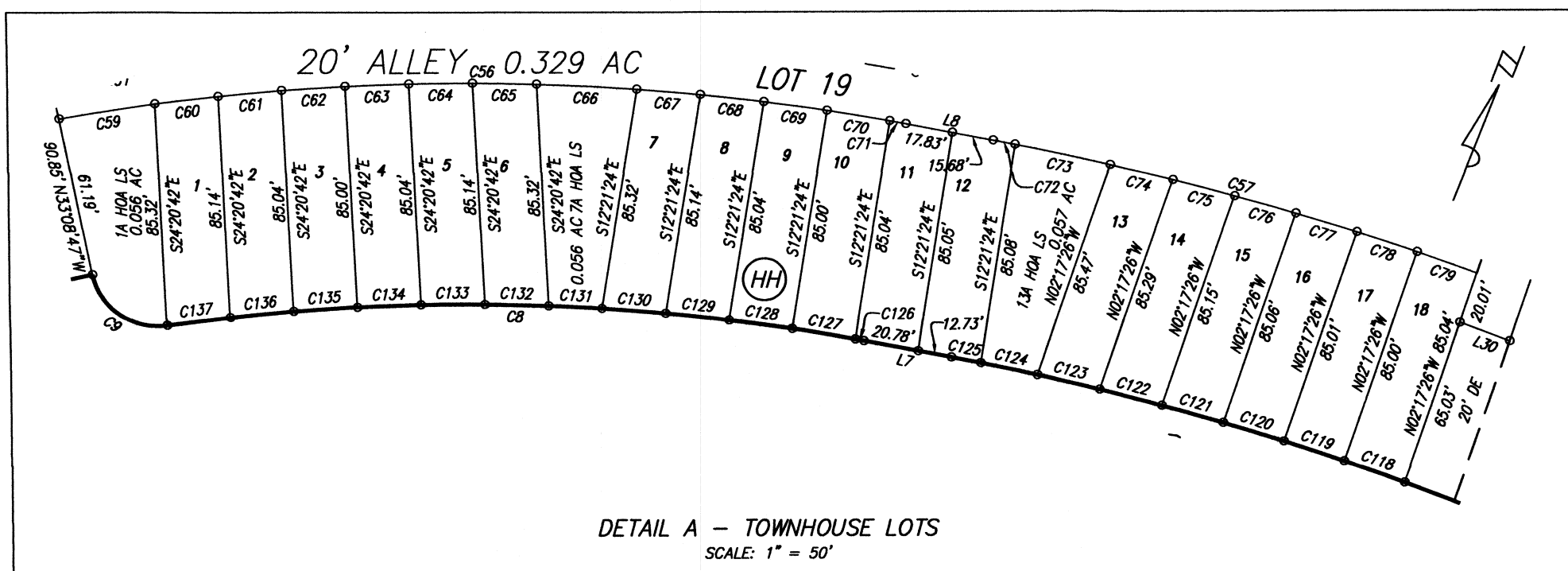
LOCATION MAP
SCALE: 1" = 2000'



DETAIL C
SCALE: 1" = 100'



DETAIL B - TOWNHOUSE LOTS
SCALE: 1" = 50'



DETAIL A - TOWNHOUSE LOTS
SCALE: 1" = 50'

LEGAL DESCRIPTION:

THAT PART OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 181.663 ACRE TRACT OF LAND CONVEYED TO WILH COMMUNITIES-TEXAS LLC BY DEED RECORDED IN DOCUMENT NO. 2019027650 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET ON THE NORTH LINE OF SAID 181.663 ACRE TRACT, SAME BEING THE SOUTH LINE OF THAT 44.37 ACRE TRACT CONVEYED TO RONALD ALBERT SMITH AND JANICE H. SMITH BY DEED RECORDED IN VOLUME 2267, PAGE 16 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC), FROM WHICH A 3/8" IRON ROD FOUND ON THE EAST LINE OF THAT 57.895 ACRE TRACT CONVEYED TO VENTANA HILLS, LTD. BY DEED RECORDED IN DOCUMENT NO. 2007068155, OPRWC, AND MONUMENTING THE NORTHWEST CORNER OF SAID 181.663 ACRE TRACT BEARS S68°31'55"W A DISTANCE OF 574.20 FEET;

THENCE ALONG THE NORTH LINE OF SAID 181.663 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID 44.37 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. N68°31'55"E A DISTANCE OF 148.61 FEET TO A 1/2" IRON ROD SET;
2. N68°39'21"E A DISTANCE OF 983.13 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF SAID 44.37 ACRE TRACT AND THE SOUTHWEST CORNER OF THAT 170.00 ACRE TRACT (TRACT THREE) CONVEYED TO HILDA J. PETERSON, TRUSTEE OF THE PETERSON FAMILY TRUST BY DEED RECORDED IN DOCUMENT NO. 2018022732, OPRWC;

THENCE ALONG THE NORTH LINE OF SAID 181.663 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID 170.00 ACRE TRACT, N68°19'38"E A DISTANCE OF 1138.56 FEET TO A 1-1/2" IRON PIPE FOUND MONUMENTING THE NORTHEAST CORNER OF SAID 181.663 ACRE TRACT AND THE NORTHWEST CORNER OF THAT 62.956 ACRE TRACT CONVEYED TO MARVIN STURM AND IOLA STURM BY DEED RECORDED IN VOLUME 1174, PAGE 282, ORWC;

THENCE ALONG THE EAST LINE OF SAID 181.663 ACRE TRACT AND ALONG THE WEST LINE OF SAID 62.956 ACRE TRACT, S2°17'36"E A DISTANCE OF 205.83 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 181.663 ACRE TRACT, THE FOLLOWING TWENTY-SIX (26) COURSES:

1. S26°28'50"W A DISTANCE OF 152.56 FEET TO A 1/2" IRON ROD SET FOR A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
2. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 39.48 FEET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 45°14'23", AND A CHORD BEARING N86°08'13"W, 38.46 FEET TO A 1/2" IRON ROD SET;
3. N18°45'24"W A DISTANCE OF 115.08 FEET TO A 1/2" IRON ROD SET;
4. S62°42'47"W A DISTANCE OF 94.76 FEET TO A 1/2" IRON ROD SET;
5. N84°46'21"W A DISTANCE OF 268.80 FEET TO A 1/2" IRON ROD SET;
6. S05°13'39"W A DISTANCE OF 606.73 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
7. SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 34.23 FEET, HAVING A RADIUS OF 2535.00 FEET, A CENTRAL ANGLE OF 00°46'25", AND A CHORD BEARING S05°36'52"W, 34.23 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
8. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 38.78 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°52'51", AND A CHORD BEARING S38°26'21"E, 35.01 FEET TO A 1/2" IRON ROD SET;
9. S82°52'47"E A DISTANCE OF 100.37 FEET TO A 1/2" IRON ROD SET;
10. S07°07'13"W A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
11. SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 505.22 FEET, HAVING A RADIUS OF 2660.00 FEET, A CENTRAL ANGLE OF 10°52'56", AND A CHORD BEARING S13°06'00"W, 504.46 FEET TO A 1/2" IRON ROD SET;
12. S18°32'28"W A DISTANCE OF 152.70 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
13. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 5.81 FEET, HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF 00°17'32", AND A CHORD BEARING S64°29'21"E, 5.81 FEET TO A 1/2" IRON ROD SET;
14. S29°16'41"W A DISTANCE OF 105.19 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
15. NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 185.31 FEET, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 81°40'22", AND A CHORD BEARING N22°17'43"W, 170.01 FEET TO A 1/2" IRON ROD SET;
16. N77°11'29"W A DISTANCE OF 70.35 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
17. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 182.96 FEET, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 80°38'10", AND A CHORD BEARING S58°51'33"W, 168.23 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
18. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 353.07 FEET, HAVING A RADIUS OF 1035.00 FEET, A CENTRAL ANGLE OF 19°32'44", AND A CHORD BEARING S89°24'16"W, 351.36 FEET TO A 1/2" IRON ROD SET;
19. S79°37'54"W A DISTANCE OF 33.50 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
20. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 263.59 FEET, HAVING A RADIUS OF 785.00 FEET, A CENTRAL ANGLE OF 19°14'21", AND A CHORD BEARING S70°00'43"W, 262.35 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
21. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 37.73 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°27'40", AND A CHORD BEARING N76°22'37"W, 34.25 FEET TO A 1/2" IRON ROD SET;
22. S56°51'13"W A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
23. SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 37.73 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°27'40", AND A CHORD BEARING S10°05'02"W, 34.25 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
24. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 209.20 FEET, HAVING A RADIUS OF 785.00 FEET, A CENTRAL ANGLE OF 15°16'09", AND A CHORD BEARING S45°40'48"W, 208.58 FEET TO A 1/2" IRON ROD SET AT A POINT OF CUSP OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE SOUTHEAST CORNER OF THE JAMES NEILL SURVEY, ABSTRACT NO. 477 BEARS APPROXIMATELY S69°20'54"W A DISTANCE OF 562 FEET;
25. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 591.87 FEET, HAVING A RADIUS OF 1389.44 FEET, A CENTRAL ANGLE OF 24°24'23", AND A CHORD BEARING N26°27'05"W, 587.40 FEET TO A 1/2" IRON ROD SET;
26. N14°14'53"W A DISTANCE OF 564.77 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 44.321 ACRES, MORE OR LESS.

ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NO. R020374.

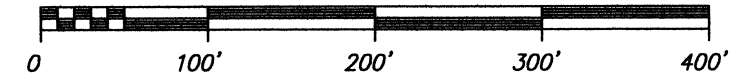
SHEET 1 OF 4 SHEETS

FINAL PLAT OF

EMORY CROSSING PHASE 2

CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



LEGEND:

- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- = 1/2" IRON ROD SET WITH "RJ SURVEYING" CAP
- ROW = RIGHT-OF-WAY
- LS = LANDSCAPE
- DE = DRAINAGE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- HOA = HOMEOWNERS ASSOCIATION
- MFEE = MINIMUM FINISHED FLOOR ELEVATION (NAVD '88)
- = CITY LIMITS LINE
- ***** = 8-FOOT WIDE GRANITE TRAIL

EASEMENT NOTES:

AGREEMENT REGARDING DRAINAGE DITCH MAINTENANCE BETWEEN OSCAR GREEN AND HERMAN AREND - VOLUME 273/PAGE 479 DRWC - APPLIES TO SUBJECT TRACT. NOT SHOWN ON PLAT.

ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINES EASEMENT TO TEXAS POWER & LIGHT COMPANY - VOLUME 361/PAGE 145 DRWC - APPLIES TO SUBJECT TRACT. DESCRIPTION INSUFFICIENT. NOT SHOWN ON PLAT.

ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND THE MIDSTATE TELEPHONE COMPANY OF TEXAS - VOLUME 664/PAGE 893 DRWC - APPLIES TO SUBJECT TRACT. DESCRIPTION INSUFFICIENT. NOT SHOWN ON PLAT.

10.232 ACRE EASEMENT AND RIGHT-OF-WAY TO ONCOR ELECTRIC DELIVERY COMPANY LLC - DOCUMENT NO. 2009058278 OPRWC - APPLIES TO SUBJECT TRACT. SHOWN ON PLAT.

Received 09/10/2020



SURVEY: JOHN DYKES SURVEY, ABSTRACT NO. 186

DATE: AUGUST 24, 2020

SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

(512) 836-4793 FAX: (512) 836-4817

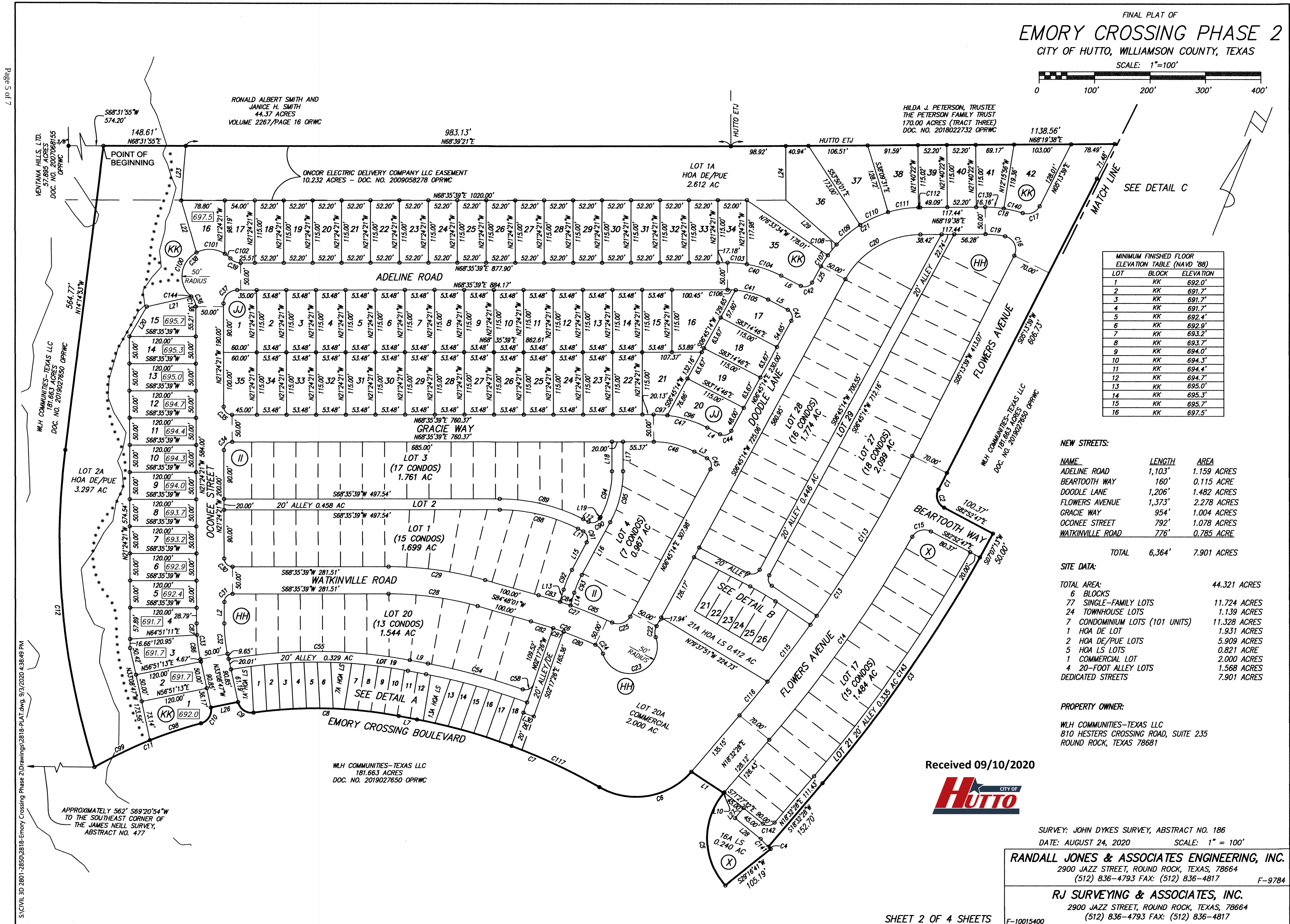
F-9784

RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

(512) 836-4793 FAX: (512) 836-4817

F-10015400



FINAL PLAT OF
EMORY CROSSING PHASE 2
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	34.23'	2535.00'	000°46'25"	S05°36'52"W	34.23'
C2	38.78'	25.00'	088°52'51"	S38°26'21"E	35.01'
C3	505.22'	2660.00'	010°52'56"	S13°06'00"W	504.46'
C4	5.81'	1140.00'	000°17'32"	S64°29'21"E	5.81'
C5	185.31'	130.00'	081°40'22"	N22°17'43"W	170.01'
C6	182.96'	130.00'	080°38'10"	S58°51'33"W	168.23'
C7	353.07'	1035.00'	019°32'44"	S89°24'16"W	351.36'
C8	263.59'	785.00'	019°14'21"	S70°00'43"W	262.35'
C9	37.73'	25.00'	086°27'40"	N76°22'37"W	34.25'
C10	37.73'	25.00'	086°27'40"	S10°05'02"W	34.25'
C11	209.20'	785.00'	015°16'09"	S45°40'48"W	208.58'
C12	591.87'	1389.44'	024°24'23"	N26°27'05"W	587.40'
C13	572.78'	2465.00'	013°18'49"	N11°53'04"E	571.49'
C14	455.79'	2535.00'	010°18'06"	N13°23'25"E	455.17'
C15	38.78'	25.00'	088°52'51"	S52°40'48"W	35.01'
C16	45.22'	25.00'	103°38'05"	N46°35'23"W	39.30'
C17	35.93'	25.00'	082°20'35"	N46°23'57"E	32.92'
C18	68.85'	205.00'	019°14'37"	S77°56'56"W	68.53'
C19	35.89'	155.00'	013°15'57"	S74°57'36"W	35.81'
C20	166.57'	155.00'	061°34'24"	S37°32'26"W	158.67'
C21	220.30'	205.00'	061°34'24"	S37°32'26"W	209.86'
C22	21.03'	25.00'	048°11'23"	S17°20'28"E	20.41'
C23	161.45'	50.00'	185°00'47"	N51°04'14"E	99.90'
C24	21.89'	25.00'	050°09'42"	N61°30'13"W	21.19'
C25	38.11'	25.00'	087°19'56"	N50°25'12"E	34.52'
C26	124.05'	825.00'	008°36'56"	S89°06'29"W	123.94'
C27	141.81'	875.00'	009°17'09"	S89°26'35"W	141.66'
C28	162.64'	575.00'	016°12'22"	S76°41'50"W	162.10'
C29	176.78'	625.00'	016°12'22"	S76°41'50"W	176.19'
C30	23.56'	15.00'	090°00'00"	S66°24'21"E	21.21'
C31	23.56'	15.00'	090°00'00"	S23°35'39"W	21.21'
C32	56.35'	275.00'	011°44'26"	S27°16'34"E	56.25'
C33	66.60'	325.00'	011°44'26"	S27°16'34"E	66.48'
C34	23.56'	15.00'	090°00'00"	S23°35'39"W	21.21'
C35	23.56'	15.00'	090°00'00"	S66°24'21"E	21.21'
C36	20.86'	25.00'	047°48'51"	N45°18'47"W	20.26'
C37	39.27'	25.00'	090°00'00"	S23°35'39"W	35.36'
C38	162.32'	50.00'	186°00'14"	S23°46'54"W	99.86'
C39	21.03'	25.00'	048°11'23"	S87°18'40"E	20.41'
C40	100.75'	205.00'	028°09'35"	S82°40'26"W	99.74'
C41	76.18'	155.00'	028°09'35"	S82°40'26"W	75.41'
C42	23.56'	15.00'	090°00'00"	N51°45'14"E	21.21'
C43	23.56'	15.00'	090°00'00"	N38°14'46"W	21.21'
C44	23.56'	15.00'	090°00'00"	N51°45'14"E	21.21'
C45	23.56'	15.00'	090°00'00"	N38°14'46"W	21.21'
C46	76.18'	155.00'	028°09'35"	S82°40'26"W	75.41'
C47	100.75'	205.00'	028°09'35"	S82°40'26"W	99.74'
C48	23.56'	15.00'	090°00'00"	N51°45'14"E	21.21'
C49	21.91'	15.00'	083°41'26"	S35°05'29"E	20.01'
C50	52.86'	480.00'	006°18'34"	N80°05'29"W	52.83'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C51	8.35'	480.00'	000°59'49"	N82°44'52"W	8.35'
C52	24.00'	480.00'	002°51'54"	N80°49'00"W	24.00'
C53	20.50'	480.00'	002°26'51"	N78°09'38"W	20.50'
C54	176.82'	1140.00'	008°53'13"	S84°04'30"W	176.64'
C55	328.82'	890.00'	021°10'06"	S69°02'51"W	326.95'
C56	320.87'	870.00'	021°07'53"	S69°03'57"W	319.05'
C57	189.22'	1120.00'	009°40'47"	S84°28'17"W	188.99'
C58	23.77'	15.00'	090°48'32"	N43°06'50"E	21.36'
C59	36.56'	870.00'	002°24'28"	S59°42'15"W	36.56'
C60	24.06'	870.00'	001°35'04"	S61°42'00"W	24.06'
C61	24.02'	870.00'	001°34'55"	S63°17'00"W	24.02'
C62	24.00'	870.00'	001°34'51"	S64°51'53"W	24.00'
C63	24.00'	870.00'	001°34'51"	S66°26'44"W	24.00'
C64	24.02'	870.00'	001°34'55"	S68°01'37"W	24.02'
C65	24.06'	870.00'	001°35'04"	S69°36'36"W	24.06'
C66	37.87'	870.00'	002°29'38"	S71°38'57"W	37.87'
C67	24.06'	870.00'	001°35'04"	S73°41'18"W	24.06'
C68	24.02'	870.00'	001°34'55"	S75°16'18"W	24.02'
C69	24.00'	870.00'	001°34'51"	S76°51'11"W	24.00'
C70	24.00'	870.00'	001°34'51"	S78°26'02"W	24.00'
C71	6.19'	870.00'	000°24'27"	S79°25'40"W	6.19'
C72	8.34'	1120.00'	000°25'36"	S79°50'42"W	8.34'
C73	36.68'	1120.00'	001°52'35"	S80°59'47"W	36.68'
C74	24.10'	1120.00'	001°13'58"	S82°33'04"W	24.10'
C75	24.06'	1120.00'	001°13'50"	S83°46'58"W	24.06'
C76	24.03'	1120.00'	001°13'45"	S85°00'46"W	24.03'
C77	24.01'	1120.00'	001°13'41"	S86°14'29"W	24.01'
C78	24.00'	1120.00'	001°13'40"	S87°28'10"W	24.00'
C79	24.00'	1120.00'	001°13'41"	S88°41'50"W	24.00'
C80	62.16'	825.00'	004°19'01"	N88°44'34"W	62.15'
C81	20.00'	825.00'	001°23'21"	S88°24'15"W	20.00'
C82	41.89'	825.00'	002°54'34"	S86°15'17"W	41.89'
C83	40.35'	875.00'	002°38'32"	S86°07'17"W	40.35'
C84	20.02'	875.00'	001°18'40"	S88°05'53"W	20.02'
C85	81.44'	875.00'	005°19'57"	N88°34'49"W	81.41'
C86	45.38'	325.00'	007°59'58"	S29°08'48"E	45.34'
C87	21.22'	325.00'	003°44'28"	S23°16'35"E	21.22'
C88	146.72'	300.00'	028°01'17"	S82°36'17"W	145.26'
C89	156.50'	320.00'	028°01'17"	S82°36'17"W	154.95'
C90	23.56'	15.00'	090°00'00"	N51°36'55"E	21.21'
C91	23.56'	15.00'	090°00'00"	N38°23'05"W	21.21'
C92	39.34'	200.00'	011°16'08"	S00°58'51"W	39.27'
C93	35.40'	180.00'	011°16'08"	S00°58'51"W	35.34'
C94	88.03'	180.00'	028°01'17"	N07°23'43"W	87.16'
C95	97.81'	200.00'	028°01'17"	N07°23'43"W	96.84'
C96	75.83'	205.00'	021°11'34"	S86°09'27"W	75.39'
C97	24.93'	205.00'	006°58'01"	S72°04'39"W	24.91'
C98	97.35'	785.00'	007°06'19"	S49°45'42"W	97.29'
C99	111.85'	785.00'	008°09'49"	S42°07'38"W	111.75'
C100	95.64'	50.00'	109°35'55"	S14°25'15"E	81.71'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C101	53.64'	50.00'	061°28'03"	S71°06'44"W	51.10'
C102	13.04'	50.00'	014°56'15"	N70°41'06"W	13.00'
C103	34.98'	205.00'	009°46'40"	S73°28'59"W	34.94'
C104	65.77'	205.00'	018°22'55"	S87°33'46"W	65.49'
C105	61.53'	155.00'	022°44'41"	S85°22'53"W	61.13'
C106	14.65'	155.00'	005°24'54"	S71°18'08"W	14.64'
C107	23.96'	205.00'	006°41'50"	S10°06'09"W	23.95'
C108	25.17'	205.00'	007°02'09"	S16°58'08"W	25.16'
C109	56.10'	205.00'	015°40'47"	S28°19'36"W	55.93'
C110	56.08'	205.00'	015°40'30"	S44°00'14"W	55.91'
C111	55.87'	205.00'	015°36'56"	S59°38'57"W	55.70'
C112	3.11'	205.00'	000°52'12"	S67°53'32"W	3.11'
C113	342.12'	2465.00'	007°57'07"	N09°12'13"E	341.84'
C114	20.00'	2465.00'	000°27'54"	N13°24'43"E	20.00'
C115	130.44'	2465.00'	003°01'55"	N15°09'37"E	130.42'
C116	80.23'	2465.00'	001°51'53"	N17°36'31"E	80.22'
C117	175.84'	1035.00'	009°44'03"	N85°41'24"W	175.63'
C118	24.00'	1035.00'	001°19'44"	S88°46'42"W	24.00'
C119	24.00'	1035.00'	001°19'43"	S87°26'59"W	24.00'
C120	24.01'	1035.00'	001°19'45"	S86°07'15"W	24.01'
C121	24.03'	1035.00'	001°19'49"	S84°47'28"W	24.03'
C122	24.07'	1035.00'	001°19'56"	S83°27'35"W	24.07'
C123	24.11'	1035.00'	001°20'06"	S82°07'34"W	24.11'
C124	21.71'	1035.00'	001°12'07"	S80°51'27"W	21.71'
C125	11.29'	1035.00'	000°37'30"	S79°56'39"W	11.29'
C126	3.24'	785.00'	000°14'10"	S79°30'49"W	3.24'
C127	24.00'	785.00'	001°45'07"	S78°31'10"W	24.00'
C128	24.00'	785.00'	001°45'07"	S76°46'03"W	24.00'
C129	24.03'	785.00'	001°45'13"	S75°00'52"W	24.03'
C130	24.07'	785.00'	001°45'25"	S73°15'33"W	24.07'
C131	20.05'	785.00'	001°27'48"	S71°38'57"W	20.05'
C132	24.07'	785.00'	001°45'25"	S70°02'21"W	24.07'
C133	24.03'	785.00'	001°45'13"	S68°17'02"W	24.03'
C134	24.00'	785.00'	001°45'07"	S66°31'52"W	24.00'
C135	24.00'	785.00'	001°45'07"	S64°46'45"W	24.00'
C136	24.03'	785.00'	001°45'13"	S63°01'35"W	24.03'
C137	24.07'	785.00'	001°45'25"	S61°16'16"W	24.07'
C138	20.57'	25.00'	047°07'58"	N44°58'21"W	19.99'
C139	33.66'	205.00'	009°24'26"	S73°01'51"W	33.62'
C140	35.19'	205.00'	009°50'11"	S82°39'09"W	35.15'
C141	20.12'	1140.00'	001°00'41"	N65°08'27"W	20.12'
C142	23.56'	15.00'	090°00'00"	N63°32'28"E	21.21'
C143	501.23'	2640.00'	010°52'41"	N13°06'07"E	500.48'
C144	0.30'	25.00'	000°40'53"	N68°52'46"W	0.30'
C145	39.48'	50.00'	045°14'23"	N86°08'13"W	38.46'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N77° 11' 29"W	70.35'
L2	N21° 24' 21"W	39.58'
L3	S83° 14' 46"E	25.89'
L4	S83° 14' 46"E	25.89'
L5	S83° 14' 46"E	40.07'
L6	S83° 14' 46"E	40.07'
L7	S79° 37' 54"W	33.50'
L8	N79° 37' 54"E	33.50'
L9	N79° 37' 54"E	33.50'
L10	S18° 32' 28"W	1.69'
L11	S83° 23' 05"E	10.69'
L12	S83° 23' 05"E	10.69'
L13	S04° 39' 12"E	23.41'
L14	S04° 39' 12"E	24.37'
L15	S06° 36' 55"W	57.42'
L16	S06° 36' 55"W	110.16'
L17	S21° 24' 21"E	54.36'
L18	N21° 24' 21"W	54.36'
L19	S06° 36' 55"W	2.74'
L20	N08° 27' 23"E	63.36'
L21	S55° 35' 09"W	82.58'
L22	N37° 32' 05"W	99.87'
L23	N16° 30' 25"W	100.96'
L24	N21° 17' 26"W	99.95'
L25	S06° 45' 14"W	33.92'
L26	S56° 51' 13"W	50.00'
L27	S18° 32' 28"W	24.05'
L28	S71° 27' 32"E	60.00'
L29	N69° 26' 43"W	122.69'
L30	N89° 51' 42"E	20.01'

Received 09/10/2020



SHEET 3 OF 4 SHEETS

DATE: AUGUST 24, 2020

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-9784

PLAT NOTES:

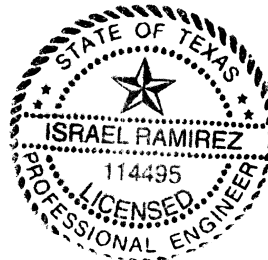
1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACK LINES SHALL CONFORM TO UDC REQUIREMENTS.
3. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
4. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
5. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE LOT LINES OF SF-1 AND SF-1 CONDOMINIUM LOTS.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
7. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
8. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
9. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
10. AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER UDC REQUIREMENTS.
11. WATER WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEM IS INSTALLED TO THIS SITE. THE CITY OF HUTTO AND JONAH S.U.D. ASSUME NO OBLIGATION FOR INSTALLING ANY IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
12. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
13. UTILITY PROVIDERS FOR THIS SUBDIVISION ARE: WATER - JONAH S.U.D.; WASTEWATER - CITY OF HUTTO; AND ELECTRIC - ONCOR.
14. A PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP 481079 COMMUNITY PANEL NUMBER 48491C0510F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
15. THE FOLLOWING LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION: BLOCK X - LOTS 16A AND 21; BLOCK CC - LOT 1A; BLOCK HH - LOTS 1A, 7A, 13A, 19, 21A AND 29; BLOCK II - LOT 2; BLOCK KK - LOTS 1A AND 2A.
16. ALL LOTS IN THIS SUBDIVISION SHALL BE ZONED PUD WITH A BASE ZONING OF SF-1 OR B-1 PER THE PUD.
17. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
18. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOTS IS 55%.
19. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
20. ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
21. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
22. ALL DRAINAGE EASEMENT LOTS, LANDSCAPE LOTS AND PARK LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
23. LANDSCAPED MEDIANS AND THE CENTER OF THE ROUND-A-BOUNTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
24. FIRE LANE SIGNS AS SPECIFIED IN SECTION D103.6 OF THE 2018 INTERNATIONAL FIRE CODE SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ACCESS ROADS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE PER SECTION D103.6.2.
25. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
26. THE MINIMUM FINISHED FLOOR ELEVATIONS (MFFE) SHOWN ON THIS PLAT WERE DETERMINED BY ADDING TWO (2) FEET TO THE BASE FLOOD ELEVATION (BFE) AS SHOWN ON THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP 481079 COMMUNITY PANEL NUMBER 48491C0510F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

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

I, ISRAEL RAMIREZ, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS ____ DAY OF _____, 20____.

BY: Israel Ramirez 9.3.2020
ISRAEL RAMIREZ
LICENSED PROFESSIONAL ENGINEER NO. 114495
STATE OF TEXAS



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

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

I, STEPHEN R. LAWRENCE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6352, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS ____ DAY OF _____, 20____.

BY: Stephen R. Lawrence 9/3/2020
STEPHEN R. LAWRENCE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS



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

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____, 20 ____ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

WE, WLH COMMUNITIES-TEXAS LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019027650 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS EMORY CROSSING PHASE 2.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 20____.

WLH COMMUNITIES-TEXAS LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

PRINTED NAME: _____

TITLE: _____
WLH COMMUNITIES-TEXAS LLC
810 HESTERS CROSSING ROAD, SUITE 235
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____ A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

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

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

FINAL PLAT OF
EMORY CROSSING PHASE 2
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____.M., AND DULY RECORDED THIS THE DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

Received 09/10/2020



DATE: AUGUST 24, 2020

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

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

SHEET 4 OF 4 SHEETS

F-10015400

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Hansons Corner Expansion Final Plat, 4.8530 acres, more or less, of land, 3 commercial lots, located on Ed Schmidt Boulevard.(Ashley Lumpkin)
Meeting: City Council - 15 Oct 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Hanson's Corner Expansion Final Plat is approximately 4.8530 acres of land, with three commercial lots. The property is generally located directly north of the northernmost shared use driveway along Ed Schmidt Blvd. within Hanson's Corner.

Current Zoning:

The subject property is zoned General Commercial (B-2).

Surrounding Zoning:

North: ETJ

East: Local Business (B-1)

South: General Commercial (B-2)

West: General Commercial (B-2)

Summary of Request:

The proposed Final Plat is comprised of three commercial lots. Lot 1 is 0.987 acres, lot 2 is 0.953 acres and Lot 3 is 2.914 acres. Lots 1 and 2 have frontage on Ed Schmidt Boulevard, and Lot 3 obtains access via the driveway access west of the Home Depot.

Staff Review:

The proposal meets the minimum standards as required in the Unified Development Code and state law.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval (6-1) and the Final Plat meets the requirements as adopted within the Unified Development Code, Development Agreement and state law, staff recommends that the City Council approve the resolution.

ATTACHMENTS:

[HCExpansionFP\(Full\)](#)

RESOLUTION NO. R-2020-097

A RESOLUTION APPROVING THE PLAT KNOWN AS "HANSONS CORNER EXPANSION FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **15th** day of the month **October, 2020**.

THE CITY OF HUTTO, TEXAS

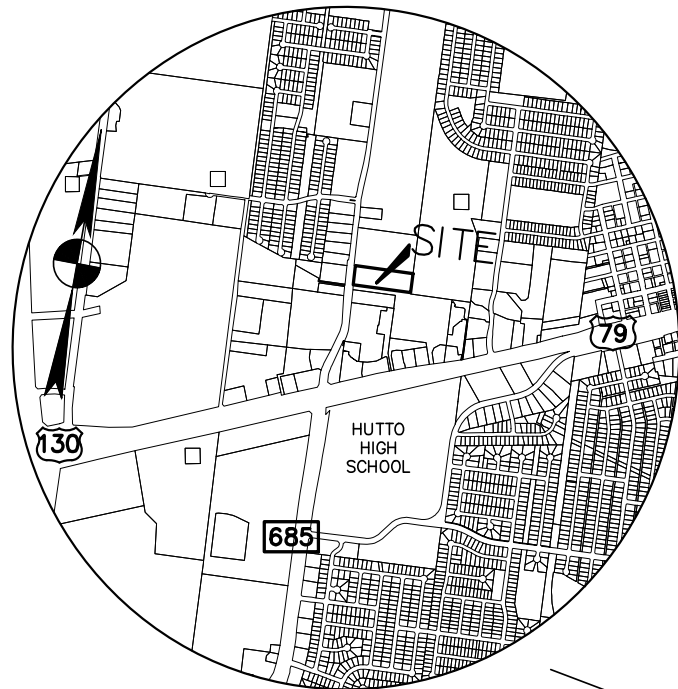
Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

HANSON'S CORNER EXPANSION

A 4.854 ACRE TRACT OF LAND OUT OF THE NATHANIEL EDWARDS SURVEY,
ABSTRACT NO. 225, SITUATED IN WILLIAMSON COUNTY, TEXAS



VICINITY MAP
1:2000'

LOT 5
EMORY FARMS
COMMERCIAL
CAB. DD,
SLDS. 336-337

LOT 6
EMORY FARMS
COMMERCIAL
CAB. DD,
SLDS. 336-337

LOT 4
TOWNWEST COMMONS
SECTION THREE
CAB. CC, SLD. 157

LOT 3
LOT 2
TOWNWEST COMMONS
SECTION THREE
CAB. CC, SLD. 157

LOT 1
TOWNWEST COMMONS
SECTION FOUR
CAB. CC, SLD. 291-292

LOT 1
BLOCK A
TOWNWEST COMMONS
SECTION FOUR
CAB. CC, SLD. 291-292

ED SCHMIDT BOULEVARD
(A.K.A. COUNTY ROAD 119 (R.O.W. VARIES))

LOT 2
BLOCK "A"
SHOPS AT HANSON'S
CORNER ADDITION
DOC. NO. 2018094652

LOT 3A-2
HANSON'S CORNER ADDITION
RESUBDIVISION OF LOTS 3A
AND 3B, BLOCK "A"
DOCUMENT NO. 2018019822

LOT 3A-3
HANSON'S CORNER ADDITION
RESUBDIVISION OF LOTS 3A
AND 3B, BLOCK "A"
DOCUMENT NO. 2018019822

LOT 1
BLOCK "A"
SHOPS AT HANSON'S
CORNER ADDITION
DOC. NO. 2018094652

N15°10'31"W +/-5677'
(APPROXIMATE TIE)
TO NW CORNER OF
NATHANIEL EDWARDS
SURVEY ABSTRACT NO. 225

10.000 ACRES
HUTTO UNITED
METHODIST CHURCH
DOC. NO. 2004071799

LOT 1
0.987 ACRE
COMMERCIAL

LOT 2
0.953 ACRE
COMMERCIAL

LOT 3
2.914 ACRES
COMMERCIAL
BLOCK "A"

39.34 ACRES
KALOGRIDIS AND KALOGRIDIS
DEVELOPMENT, LLC
DOCUMENT NO. 2017077907

LOT 1
HANSON'S CORNER ADDITION
CAB. Y, SLIDES 357-358

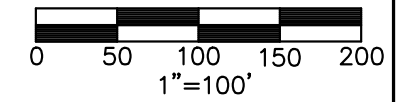
NATHANIEL
EDWARDS SURVEY
ABSTRACT No. 225

Received 09/09/2020



LEGEND

- CAP 1/2" IRON ROD WITH "BURY"
CAP FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH
"STANTEC" CAP SET
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- FUTURE EASEMENT



BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011),
BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED
BY RTK COOPERATIVE NETWORK, MANAGED BY ALLTERRA CENTRAL.

BENCHMARK DATA:

VERTICAL DATUM: NAVD88-GEOD 12A

BENCHMARK "H-2"- CITY OF HUTTO BRASS CAP STAMPED
"H-2" SET IN CONCRETE AT AN ANGLE IN NORTH FENCE LINE
AT ELEVATED WATER STORAGE TANK AT HUTTO HIGH SCHOOL,
±32' SOUTH OF SOUTH EDGE OF PAVEMENT OF FRONT STREET.
OBSERVED GPS ELEVATION=638.71'

LINE TABLE

NO.	BEARING	DISTANCE
L1	S6°09'48"W	64.70'

HANSON'S CORNER EXPANSION

OWNER: HIPPO PARTNERS 04, LTD
ACREAGE: 4.854
SURVEY: NATHANIEL EDWARDS SURVEY
ABSTRACT NO. 225
NO. OF BLOCKS: 1
NO. OF LOTS: 3
NEW STREETS: NONE
DATE: 08-05-20
SURVEYOR: STANTEC CONSULTING
SERVICES, INC.
ENGINEER: STANTEC CONSULTING
SERVICES, INC.



Stantec
1905 Aldrich Street, Suite 300
Austin, Texas 78723

Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
Copyright © 2020

SHEET
1
OF 2

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Highlands North Section 3 Final Plat, 44.847 acres, more or less, of land, 134 residential lots, located on CR 133.(Ashley Lumpkin)
Meeting: City Council - 15 Oct 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Highlands North Section 3 Final Plat is approximately 44.847 acres of land, and 134 residential lots. The property is generally located west of CR133 south of CR132.

Current Zoning:

The subject property is zoned Single Family, medium density (SF-1).

Surrounding Zoning:

North: Extraterritorial Jurisdiction (with a Development Agreement)

East: Single-Family Residential (SF-1 - Highlands North)

South: Extraterritorial Jurisdiction

West: Single-Family Residential (SF-1)

Summary of Request:

The proposed Final Plat is comprised of 134 residential lots, 8 HOA drainage easement lots, two HOA lift station lots, one HOA open space lot, one HOA public Utility easement lot, four HOA greenlink lots and one amenity lot. This Section is directly adjacent to Section 1 and Section 4.

Staff Review:

The proposal meets the minimum standards as required in the Development Agreement, Unified Development Code and state law.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously and the Final Plat meets the requirements as adopted within the Unified Development Code and state law, staff recommends that the City Council approve the resolution.

ATTACHMENTS:

[HighlandsNorthSec3FP\(Full\)](#)

RESOLUTION NO. R-2020-098

A RESOLUTION APPROVING THE PLAT KNOWN AS "HIGHLANDS NORTH SECTION 3 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council hereby approves the resolution for the plat known as "Highlands North Section 3 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **15th** day of the month **October, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

FINAL PLAT OF
HIGHLANDS NORTH SECTION 3
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

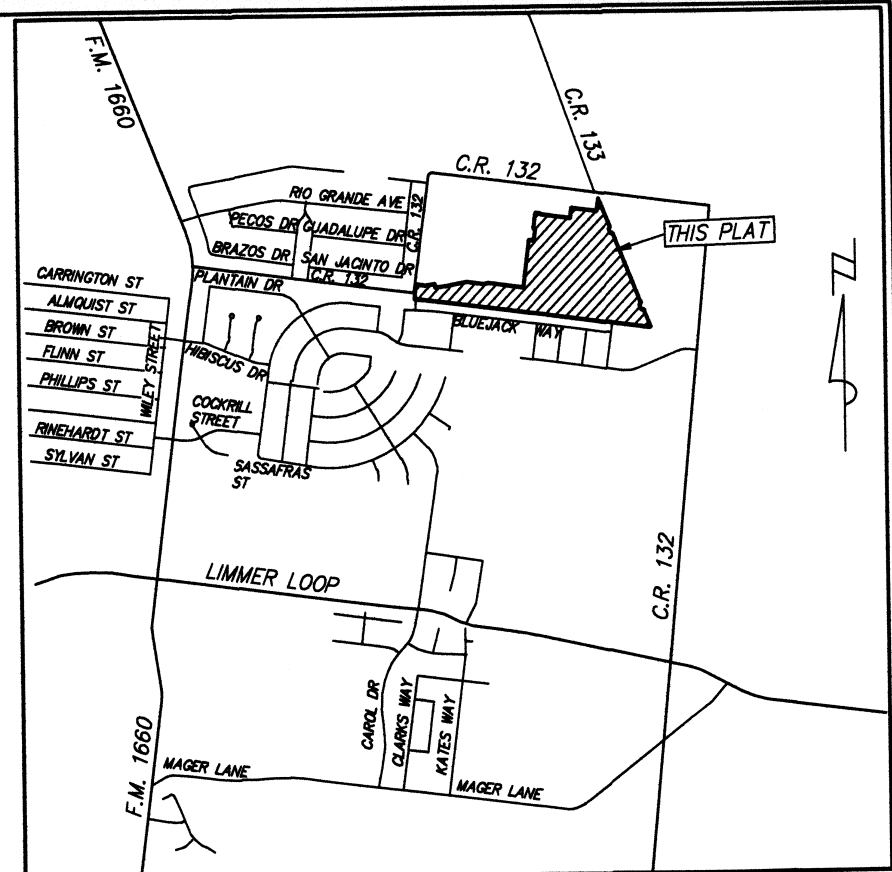
Received 09/16/2020



LEGEND:

- = 1/2" IRON ROD SET WITH "RJ SURVEYING" CAP
- = 1/2" IRON ROD FOUND
- = SIDEWALK REQUIRED
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DE = DRAINAGE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- WWE = WASTEWATER EASEMENT
- OS = OPEN SPACE
- GL = GREENLINK
- LS = LANDSCAPE

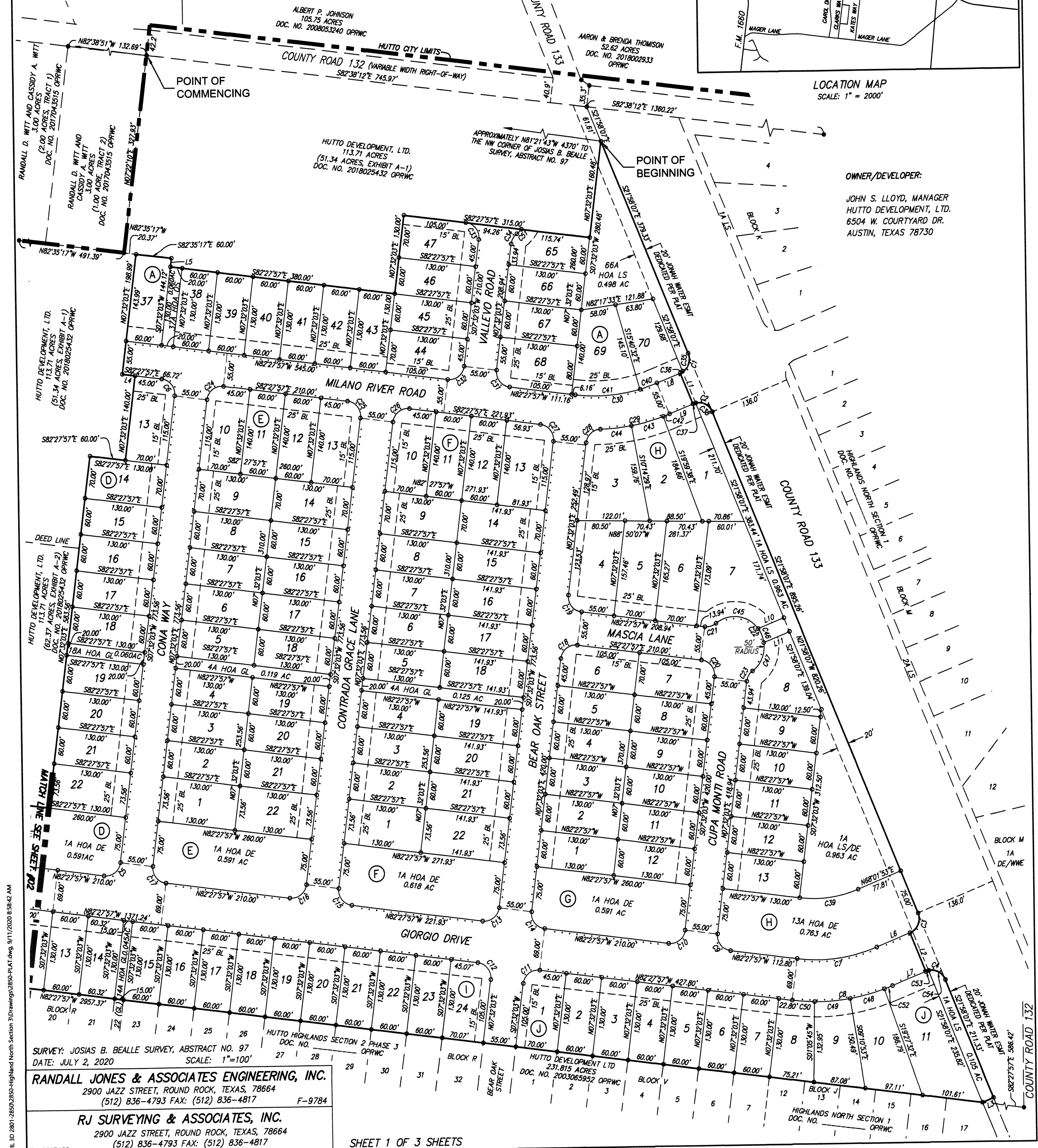
ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.



LOCATION MAP
SCALE: 1" = 2000'

OWNER/DEVELOPER:

JOHN S. LLOYD, MANAGER
HUTTO DEVELOPMENT, LTD.
6504 W. COURTYARD DR.
AUSTIN, TEXAS 78730



SURVEY: JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97
DATE: JULY 2, 2020
SCALE: 1"=100'

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

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400

SHEET 1 OF 3 SHEETS

S:\CIVIL 3D 2801-2850\2850-Highland North Section 3D\Drawings\3D-PLAT.dwg, 9/11/2020 5:58:42 AM

PLAT NOTES:

1. THIS PLAT LIES WITHIN CITY OF HUTTO FULL PURPOSE JURISDICTION.
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
3. BUILDING SETBACK LINES SHALL CONFORM TO UDC REQUIREMENTS.
4. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
5. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
6. A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
8. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
9. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
10. AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER CITY CODES AND REGULATIONS.
11. WATER AND WASTEWATER SERVICE WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO AND JONAH S.U.D. ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
12. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C050P, EFFECTIVE DATE OF DECEMBER 20, 2019.
13. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
14. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: JONAH S.U.D.; WASTEWATER: JONAH S.U.D.; ELECTRIC: ONCOR.
15. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
16. EXISTING ON-SITE STORMWATER DETENTION FACILITIES ARE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
17. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
18. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
19. GREENLINK, OPEN SPACE AND LANDSCAPE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
20. THIS SUBDIVISION WILL BE ZONED SF1.
21. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
22. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 55%.
23. PARKLAND AND GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC.
24. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
25. STREETS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE SHALL HAVE FIRE LANE SIGNS POSTED ON ONE SIDE OF THEM. (2018 IFC APPENDIX D SEC D103.6.2).

STREETS	LENGTH	ACRES
BEAR OAK STREET	1050'	1.224
CONA WAY	886'	1.052
CONTRADA GRACE LANE	886'	1.052
CUPA MONTI ROAD	532'	0.701
GIORGIO DRIVE	2856'	4.433
MASCIA LANE	315'	0.364
MILANO RIVER ROAD	958'	1.207
VALLEVO ROAD	288'	0.341
CAPONI FISH LANE	135'	0.132
CASOLA COVE	125'	0.120
CAPELLA WAY	114'	0.109
BOSCO ROAD	169'	0.173
TOTAL	8314'	10.908

SITE DATA:

TOTAL AREA 44.847 ACRES
10 BLOCKS

LAND USE	ACRES
134 RESIDENTIAL LOTS	26.635
8 HOA DE LOTS	4.760
2 HOA LS LOTS	1.461
1 HOA OS LOT	0.060
1 HOA LS/PUE LOT	0.105
4 HOA GL LOTS	0.349
1 AMENITY LOT	0.569
RIGHT-OF-WAY	10.908
TOTAL	44.847

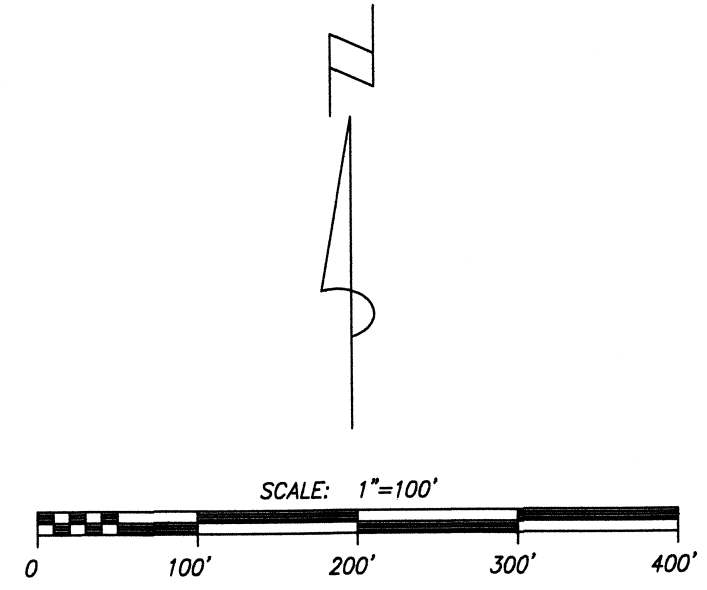
EASEMENT NOTES:

RIGHT-OF-WAY EASEMENT (GENERAL TYPE EASEMENT) TO JONAH WATER SUPPLY CORPORATION - VOLUME 563/PAGE 506 DRWC - AFFECTS THE SUBJECT PLAT. NOT-PLOTTABLE. BLANKET-TYPE EASEMENT WITH A 15-FOOT WIDE EASEMENT WITH THE CENTERLINE BEING THE PIPE LINE AS INSTALLED.

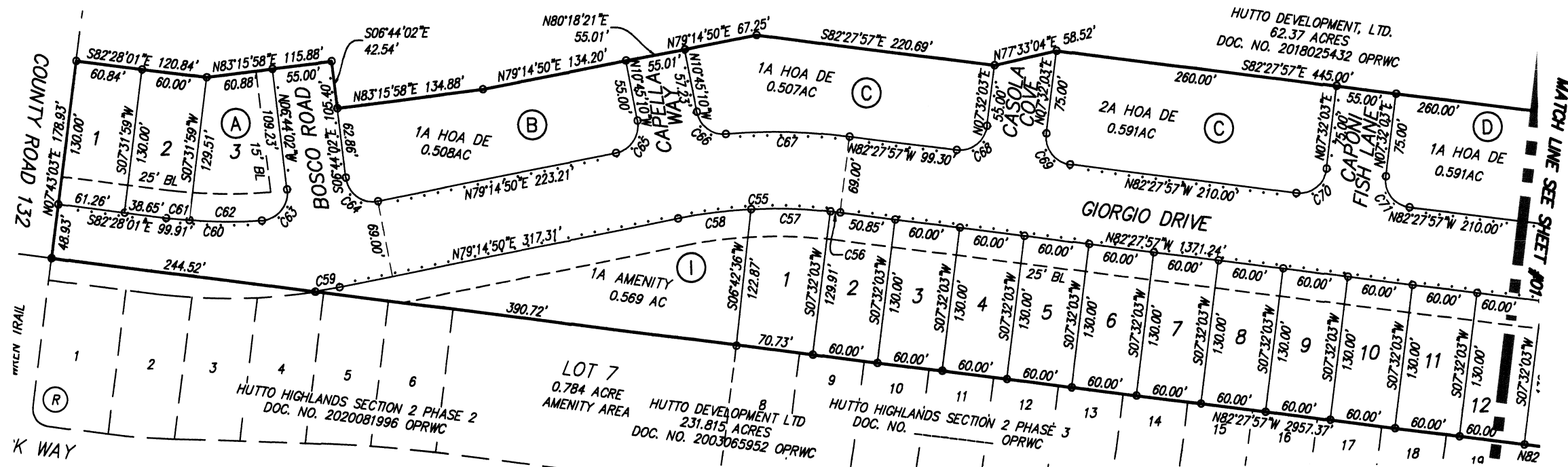
OWNER/DEVELOPER:

JOHN S. LLOYD, MANAGER
HUTTO DEVELOPMENT, LTD.
6504 W. COURTYARD DR.
AUSTIN, TEXAS 78730

FINAL PLAT OF
HIGHLANDS NORTH SECTION 3
CITY OF HUTTO, WILLAMSON COUNTY, TEXAS



Received 09/16/2020



LINE	BEARING	DISTANCE
L1	S21°58'07"E	55.00'
L2	S21°58'07"E	69.00'
L3	S68°01'53"W	20.00'
L4	N82°27'57"W	21.72'
L5	S07°32'03"W	14.12'
L6	N68°01'53"E	60.61'
L7	N68°01'53"E	60.61'
L8	S68°01'53"W	42.52'
L9	S68°01'53"W	42.52'
L10	N68°01'53"E	46.81'
L11	N68°01'53"E	46.81'

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	39.27'	25.00'	090°00'00"	S23°01'53"W	35.36'
C2	39.27'	25.00'	090°00'00"	S66°58'07"E	35.36'
C3	39.27'	25.00'	090°00'00"	S23°01'53"W	35.36'
C4	39.27'	25.00'	090°00'00"	S66°58'07"E	35.36'
C5	39.27'	25.00'	090°00'00"	N52°32'03"E	35.36'
C6	39.27'	25.00'	090°00'00"	N37°27'57"W	35.36'
C7	136.71'	265.50'	029°30'10"	N82°46'58"E	135.21'
C8	172.24'	334.50'	029°30'10"	N82°46'58"E	170.34'
C9	39.27'	25.00'	090°00'00"	S37°27'57"E	35.36'
C10	39.27'	25.00'	090°00'00"	N52°32'03"E	35.36'
C11	39.27'	25.00'	090°00'00"	S52°32'03"W	35.36'
C12	39.27'	25.00'	090°00'00"	N37°27'57"W	35.36'
C13	39.27'	25.00'	090°00'00"	N52°32'03"E	35.36'
C14	39.27'	25.00'	090°00'00"	S37°27'57"E	35.36'
C15	39.27'	25.00'	090°00'00"	S37°27'57"E	35.36'
C16	39.27'	25.00'	090°00'00"	N52°32'03"E	35.36'
C17	39.27'	25.00'	090°00'00"	S37°27'57"E	35.36'
C18	39.27'	25.00'	090°00'00"	S52°32'03"W	35.36'
C19	39.27'	25.00'	090°00'00"	S37°27'57"E	35.36'
C20	39.27'	25.00'	090°00'00"	N37°27'57"W	35.36'
C21	19.88'	25.00'	045°34'23"	N74°44'52"E	19.36'
C22	158.08'	50.00'	181°08'46"	N37°27'57"W	99.99'
C23	19.88'	25.00'	045°34'23"	S30°19'14"W	19.36'
C24	39.27'	25.00'	090°00'00"	S52°32'03"W	35.36'

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C25	39.27'	25.00'	090°00'00"	N37°27'57"W	35.36'
C26	39.27'	25.00'	090°00'00"	S52°32'03"W	35.36'
C27	39.27'	25.00'	090°00'00"	N37°27'57"W	35.36'
C28	35.53'	25.00'	081°26'05"	S48°15'05"W	32.62'
C29	119.68'	327.50'	020°56'15"	N78°30'00"E	119.01'
C30	140.32'	272.50'	029°30'10"	N82°46'58"E	138.77'
C31	39.27'	25.00'	090°00'00"	S37°27'57"E	35.36'
C32	39.27'	25.00'	090°00'00"	N52°32'03"E	35.36'
C33	39.27'	25.00'	090°00'00"	N37°27'57"W	35.36'
C34	19.88'	25.00'	045°34'23"	S30°19'14"W	19.36'
C35	34.24'	25.00'	078°27'47"	N17°15'46"E	31.62'
C36	5.03'	25.00'	011°32'13"	N62°15'46"E	5.03'
C37	5.03'	25.00'	011°32'13"	S73°47'59"W	5.03'
C38	34.24'	25.00'	078°27'47"	N61°12'01"W	31.62'
C39	100.47'	195.11'	029°30'10"	N82°46'58"E	99.36'
C40	30.28'	272.50'	006°22'02"	N71°12'54"E	30.27'
C41	110.03'	272.50'	023°08'08"	N85°57'59"E	109.29'
C42	11.29'	327.50'	001°58'30"	N69°01'08"E	11.29'
C43	55.74'	327.50'	009°45'09"	N74°52'57"E	55.68'
C44	52.64'	327.50'	009°12'37"	N84°21'50"E	52.59'
C45	79.93'	50.00'	091°35'34"	N82°14'33"W	71.69'
C46	25.27'	50.00'	028°57'18"	N21°58'07"W	25.00'
C47	52.88'	50.00'	060°35'54"	N22°48'29"E	50.45'
C48	60.00'	334.50'	010°16'38"	N75°40'48"E	59.92'

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C49	60.00'	334.50'	010°16'38"	N85°57'26"E	59.92'
C50	37.59'	334.50'	006°26'18"	S85°41'06"E	37.57'
C51	10.65'	50.00'	012°12'22"	N47°00'15"E	10.63'
C52	14.65'	334.50'	002°30'36"	N69°17'11"E	14.65'
C53	5.03'	25.00'	011°32'13"	S73°47'59"W	5.03'
C54	34.24'	25.00'	078°27'47"	N61°12'01"W	31.62'
C55	150.01'	470.00'	018°17'13"	S88°23'26"W	149.37'
C56	9.15'	470.00'	001°06'56"	N83°01'25"W	9.15'
C57	72.92'	470.00'	008°53'20"	N88°01'33"W	72.84'
C58	67.94'	470.00'	008°16'58"	S83°23'18"W	67.88'
C59	22.84'	530.00'	002°28'09"	N80°28'54"E	22.84'
C60	88.34'	461.00'	010°58'47"	S87°57'25"E	88.21'
C61	21.36'	461.00'	002°39'18"	S83°47'40"E	21.36'
C62	66.98'	461.00'	008°19'30"	S89°17'04"E	66.92'
C63	40.70'	25.00'	093°17'14"	N39°54'35"E	36.35'
C64	41.02'	25.00'	094°01'08"	S53°44'36"E	36.57'
C65	39.27'	25.00'	090°00'00"	N34°14'50"E	35.36'
C66	36.58'	25.00'	083°50'46"	S52°40'34"E	33.41'
C67	114.14'	539.00'	012°08'00"	N88°31'57"W	113.93'
C68	39.27'	25.00'	090°00'00"	N52°32'03"E	35.36'
C69	39.27'	25.00'	090°00'00"	S37°27'57"E	35.36'
C70	39.27'	25.00'	090°00'00"	N52°32'03"E	35.36'
C71	39.27'	25.00'	090°00'00"	S37°27'57"E	35.36'

SURVEY: JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97
DATE: JULY 2, 2020

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

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

SHEET 2 OF 3 SHEETS

F-10015400

FINAL PLAT OF
HIGHLANDS NORTH SECTION 3
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

THAT PART OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 113.71 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2018025432 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC); MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 132 (VARIABLE WIDTH RIGHT-OF-WAY) MONUMENTING THE NORTHWEST CORNER OF SAID 113.71 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF THAT 1.00 ACRE TRACT (TRACT 2) CONVEYED TO RANDALL D. WITT AND CASSIDY A. WITT BY DEED RECORDED IN DOCUMENT NO. 2017043515, OPRWC, FROM WHICH A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 1.00 ACRE TRACT, BEING THE NORTHEAST CORNER OF THAT 2.00 ACRE TRACT (TRACT 1) CONVEYED TO RANDALL D. WITT AND CASSIDY A. WITT BY DEED RECORDED IN DOCUMENT NO. 2017043515, OPRWC BEARS N82°38'51"W A DISTANCE OF 132.69 FEET;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 132 AND THE NORTH LINE OF SAID 113.71 ACRE TRACT, S82°38'12"E A DISTANCE OF 745.97 FEET TO A 1/2" IRON ROD SET, FROM WHICH A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 113.71 ACRE TRACT BEARS S82°38'12"E A DISTANCE OF 1360.22 FEET;

THENCE S21°58'07"E ACROSS SAID 113.71 ACRE TRACT A DISTANCE OF 61.61 FEET TO A 1/2" IRON ROD SET FOR THE POINT OF BEGINNING, FROM WHICH THE NORTHWEST CORNER OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 BEARS APPROXIMATELY N81°21'43"W A DISTANCE OF 4370 FEET;

THENCE CONTINUING ACROSS SAID 113.71 ACRE TRACT, THE FOLLOWING TEN (10) COURSES:

1. S21°58'07"E A DISTANCE OF 379.33 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
2. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S23°01'53"W, 35.36 FEET TO A 1/2" IRON ROD SET;
3. S21°58'07"E A DISTANCE OF 55.00 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
4. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S66°58'07"E, 35.36 FEET TO A 1/2" IRON ROD SET;
5. S21°58'07"E A DISTANCE OF 895.26 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
6. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S23°01'53"W, 35.36 FEET TO A 1/2" IRON ROD SET;
7. S21°58'07"E A DISTANCE OF 69.00 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
8. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S66°58'07"E, 35.36 FEET TO A 1/2" IRON ROD SET;
9. S21°58'07"E A DISTANCE OF 211.33 FEET TO A 1/2" IRON ROD SET;
10. S68°01'53"W A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD SET ON THE SOUTH LINE OF SAID 113.71 ACRE TRACT, BEING THE NORTH LINE OF THAT 231.815 ACRE TRACT CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2003065952, OPRWC, FROM WHICH A 1/2" IRON ROD FOUND ON THE WEST LINE OF COUNTY ROAD 132 AT THE SOUTHEAST CORNER OF SAID 113.71 ACRE TRACT, BEING THE NORTHEAST CORNER OF SAID 231.815 ACRE TRACT BEARS S82°27'57"E A DISTANCE OF 586.42 FEET;

THENCE ALONG THE NORTH LINE OF SAID 231.815 ACRE TRACT AND THE SOUTH LINE OF SAID 113.71 ACRE TRACT, N82°27'57"W A DISTANCE OF 2957.37 FEET TO A 1/2" IRON ROD FOUND ON THE EAST LINE OF SAID COUNTY ROAD 132 FOR THE SOUTHWEST CORNER OF SAID 113.71 ACRE TRACT;

THENCE ALONG THE WEST LINE OF SAID 113.71 ACRE TRACT AND THE EAST LINE OF SAID COUNTY ROAD 132, N07°43'03"E A DISTANCE OF 178.93 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 113.71 ACRE TRACT, THE FOLLOWING TWENTY-ONE (21) COURSES:

1. S82°28'01"E A DISTANCE OF 120.84 FEET TO A 1/2" IRON ROD SET;
2. N83°15'58"E A DISTANCE OF 115.88 FEET TO A 1/2" IRON ROD SET;
3. S06°44'02"E A DISTANCE OF 42.54 FEET TO A 1/2" IRON ROD SET;
4. N83°15'58"E A DISTANCE OF 134.88 FEET TO A 1/2" IRON ROD SET;
5. N79°14'50"E A DISTANCE OF 134.20 FEET TO A 1/2" IRON ROD SET;
6. N80°18'21"E A DISTANCE OF 55.01 FEET TO A 1/2" IRON ROD SET;
7. N79°14'50"E A DISTANCE OF 67.25 FEET TO A 1/2" IRON ROD SET;
8. S82°27'57"E A DISTANCE OF 220.69 FEET TO A 1/2" IRON ROD SET;
9. N77°33'04"E A DISTANCE OF 58.52 FEET TO A 1/2" IRON ROD SET;
10. S82°27'57"E A DISTANCE OF 445.00 FEET TO A 1/2" IRON ROD SET;
11. N07°32'03"E A DISTANCE OF 583.56 FEET TO A 1/2" IRON ROD SET;
12. S82°27'57"E A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET;
13. N07°32'03"E A DISTANCE OF 140.00 FEET TO A 1/2" IRON ROD SET;
14. N82°27'57"W A DISTANCE OF 21.72 FEET TO A 1/2" IRON ROD SET;
15. N07°32'03"E A DISTANCE OF 198.99 FEET TO A 1/2" IRON ROD SET, FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 1.00 ACRE TRACT, BEING A NORTHERLY INSIDE ELL CORNER OF SAID 113.71 ACRE TRACT BEARS N82°35'17"W A DISTANCE OF 20.37 FEET;
16. S82°35'17"E A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET;
17. S07°32'03"W A DISTANCE OF 14.12 FEET TO A 1/2" IRON ROD SET;
18. S82°27'57"E A DISTANCE OF 380.00 FEET TO A 1/2" IRON ROD SET;
19. N07°32'03"E A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
20. S82°27'57"E A DISTANCE OF 315.00 FEET TO A 1/2" IRON ROD SET;
21. N07°32'03"E A DISTANCE OF 160.48 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 44.847 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.
WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBER R020260.

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

THAT HUTTO DEVELOPMENT, LTD., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2018025432 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, DO HEREBY FOREVER DEDICATE TO THE CITY OF HUTTO AND WILLIAMSON COUNTY AND THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "HIGHLANDS NORTH SECTION 3".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 20____.

HUTTO DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP

BY: HDL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: _____
JOHN S. LLOYD, MANAGER
6504 W. COURTYARD DR.
AUSTIN, TEXAS 78730

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20____.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

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

I, ISRAEL RAMIREZ, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS ____ DAY OF _____, 20____.

Israel Ramirez 9.11.2020
ISRAEL RAMIREZ
REGISTERED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING INC.
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793



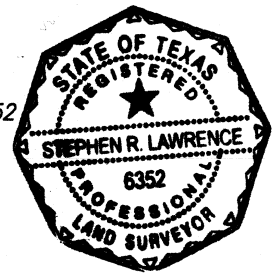
STATE OF TEXAS {
COUNTY OF WILLIAMSON {
KNOW ALL MEN BY THESE PRESENTS

I, STEPHEN R. LAWRENCE, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CONFIRM THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS ____ DAY OF _____, 20____.

Stephen R. Lawrence 9/11/2020
STEPHEN R. LAWRENCE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____, 20 ____ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

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

Received 09/16/2020



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

DOUG GAUL, MAYOR DATE HOLLY NAGY DATE

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

ASHBY GRUNDMAN, DEVELOPMENT SERVICES DIRECTOR DATE

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D., AT ____ O'CLOCK, ____M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20____ A.D., AT ____ O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: JULY 2, 2020

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

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

SHEET 3 OF 3 SHEETS

F-10015400

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Hutto Crossing Phase 4 Section 13 Final Plat, 0.774 acres, more or less, of land, one commercial lot, located on Chris Kelley Boulevard.(Ashley Lumpkin)
Meeting: City Council - 15 Oct 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Hutto Crossing Phase 4 Section 13 Final Plat is approximately 0.774 acres of land, with 1 commercial lot. The property is generally located on the west side of Chris Kelley Blvd. north of Carl Stern Drive.

Current Zoning:

The subject property is zoned Planned Unit Development (PUD) with a base zoning of General Commercial (B-2).

Surrounding Zoning:

North: Hutto Crossing PUD
East: Chris Kelley Boulevard and SF-1 (Hutto High School)
South: Hutto Crossing PUD
West: Hutto Crossing PUD

Summary of Request:

The proposed Final Plat is comprised of one commercial lot and 0.774 acres of land. The lot will be accessed through the access easement at the western end of the lot, as are the other adjacent lots.

Staff Review:

The proposal meets the minimum standards as required in the Planned Unit Development, Unified Development Code and state law.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously and the Final Plat meets the requirements as adopted within the Planned Unit Development, Unified Development Code and state law, staff recommends that the City Council approve the resolution.

ATTACHMENTS:

[HXingPh4Sec13FP\(Full\)](#)

RESOLUTION NO. R-2020-099

A RESOLUTION APPROVING THE PLAT KNOWN AS "HUTTO CROSSING PHASE 4 SECTION 13 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council hereby approves the resolution for the plat known as "Hutto Crossing Phase 4 Section 13 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **15th** day of the month **October, 2020**.

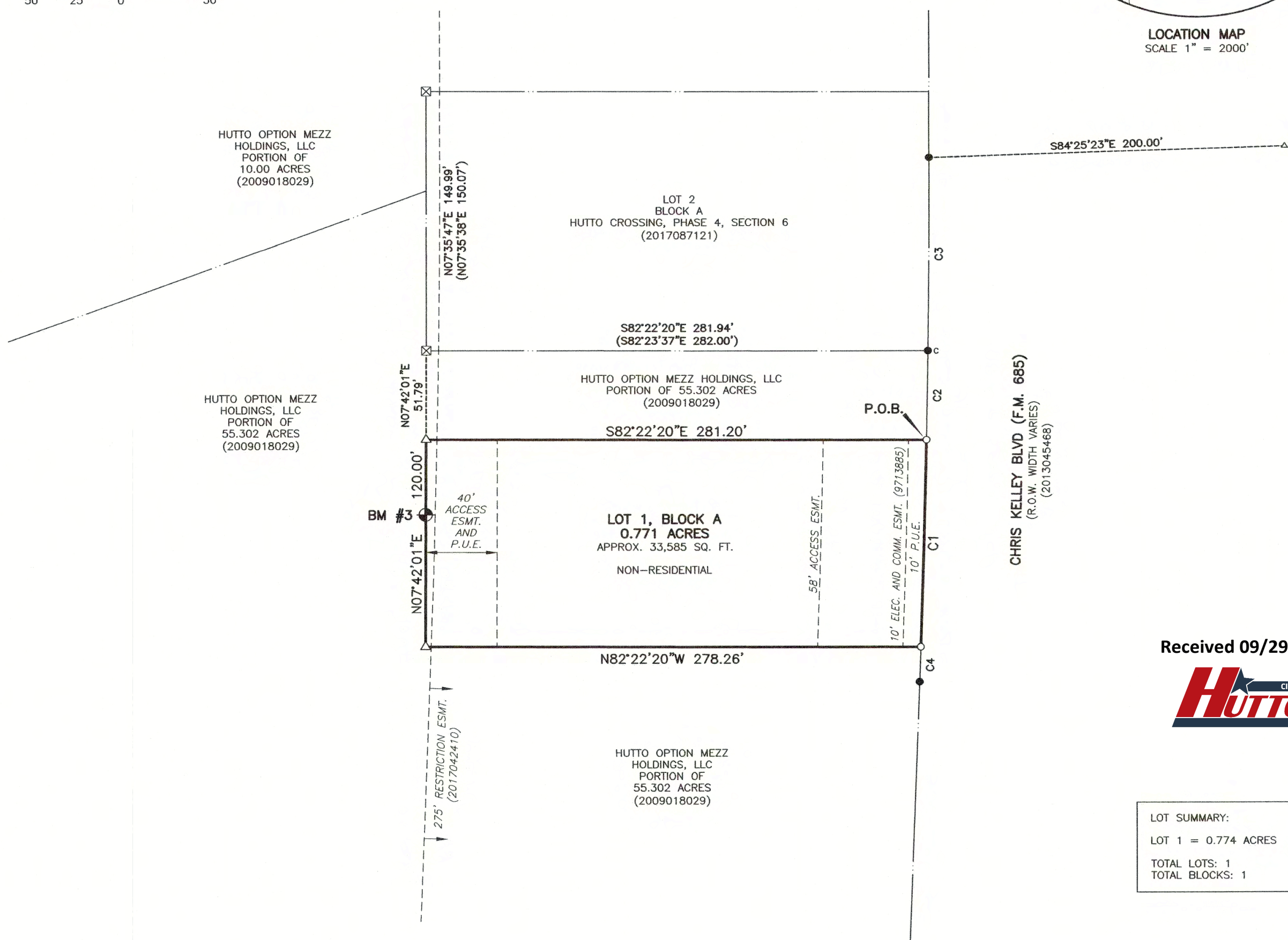
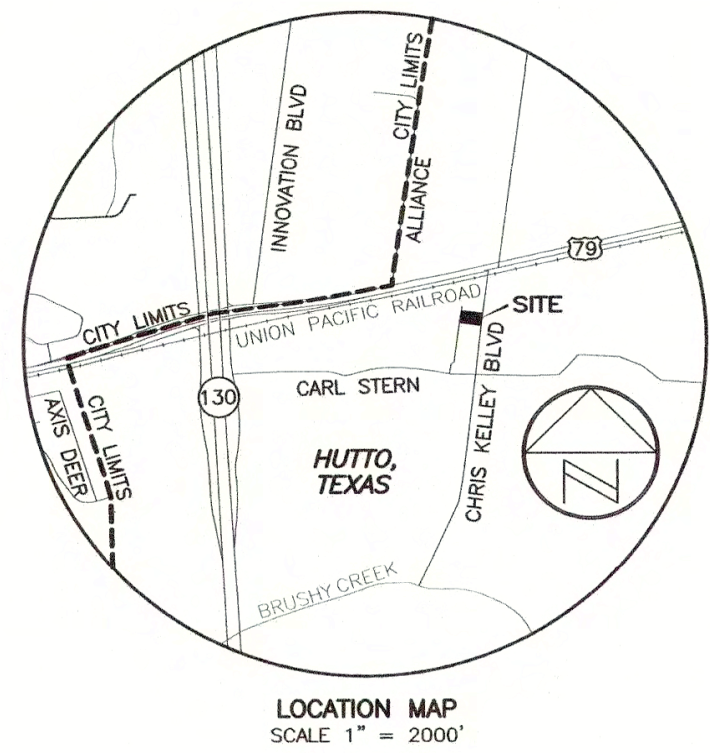
THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

FINAL PLAT OF
HUTTO CROSSING PHASE 4,
SECTION 13



Received 09/29/2020



LOT SUMMARY:
LOT 1 = 0.774 ACRES
TOTAL LOTS: 1
TOTAL BLOCKS: 1

OWNER:
HUTTO OPTION MEZZ HOLDINGS, LLC
100 PINE STREET, 29TH FLOOR
SAN FRANCISCO, CA 94111

ENGINEERING BY:
MURFEE ENGINEERING COMPANY, INC.
CONTACT: KEN MARTIN, PE
1101 S CAPITAL OF TEXAS HWY, BLDG D
AUSTIN, TX 78746
512-327-9204

SURVEYING BY:
EARLY LAND SURVEYING, LLC
CONTACT: JOE BEN EARLY, JR., RPLS
P O BOX 92588
AUSTIN, TX 78709
512-202-8631

BENCHMARK INFORMATION:

BM #3: MAG NAIL WITH WASHER SET ON WEST BACK OF CURB OF A CONCRETE DRIVE, APPROX. 106' SOUTH OF A CURB INLET NEAR THE SOUTHWEST CORNER OF LOT 2, BLOCK A, HUTTO CROSSING, PHASE 4, SECTION 6 AND APPROX. 155' NORTH OF A WASTEWATER MANHOLE LOCATED IN THE CENTER OF THE DRIVE.

ELEVATION = 648.08'

VERTICAL DATUM: NAVD 88 (GEOID 12B)

- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH "CAPITAL" CAP FOUND
 - 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
 - ☒ "X" IN CONCRETE FOUND
 - △ MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
 - △ CALCULATED POINT
 - ⊕ CONTROL POINT/BENCHMARK LOCATION
 - () RECORD INFORMATION

BEARING BASIS:
THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	(RECORD CHORD)
C1	8400.00'	0°49'08"	120.04'	S09°06'11"W	120.04'	
C2	8400.00'	0°21'12"	51.80'	N08°31'01"E	51.80'	
C3	8400.00'	0°45'44"	111.74'	N07°57'33"E	111.74'	(N07°58'44"E 111.88')
C4	8400.00'	0°08'15"	20.14'	S09°34'52"W	20.14'	



DATE OF SURVEY: 9/1/20

**EARLY
LAND SURVEYING**
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.:
1063-001

DRAWING NO.:
1063-001-PL-DUTCH

PLOT DATE:
9/24/20

PLOT SCALE:
1" = 50'

DRAWN BY:
MAW & JBE

**SHEET
01 OF 02**

FINAL PLAT OF
HUTTO CROSSING PHASE 4, SECTION 13

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

I, HUTTO OPTION MEZZ HOLDINGS, LLC, SOLE OWNER OF THAT CERTAIN 55.302 ACRE TRACT (TRACT 5) DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2009018029 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE SAID 55.302 ACRE TRACT AND DO HEREBY SUBDIVIDE 0.771 ACRES OUT OF SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE.

THIS SUBDIVISION IS TO BE KNOWN AS "HUTTO CROSSING PHASE 4, SECTION 13"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____ 20____.

HUTTO OPTION MEZZ HOLDINGS, LLC

BY: _____
STEVE TOWLE
HUTTO OPTION MEZZ HOLDINGS, LLC
100 PINE STREET, 29TH FLOOR
SAN FRANCISCO, CA 94111

STATE OF CALIFORNIA {
COUNTY OF _____ { KNOW ALL MEN BY THESE PRESENTS

ON _____ BEFORE ME _____, PERSONALLY APPEARED STEVE TOWLE, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND THIS THE _____ DAY OF _____ 20____ A.D.

SIGNATURE _____
SIGNATURE OF NOTARY PUBLIC

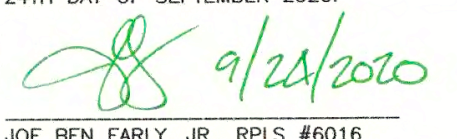
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES ON _____

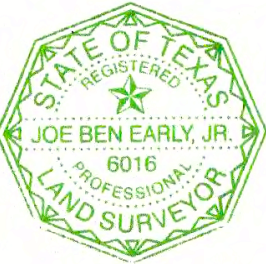
STATE OF TEXAS {
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

I, JOE BEN EARLY, JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 24TH DAY OF SEPTEMBER 2020.


JOE BEN EARLY, JR., RPLS #6016
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
FIRM NO. 10194487



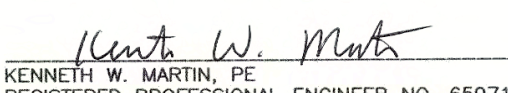
STATE OF TEXAS {
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FEDERAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0515F, DATED DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

I, KEN MARTIN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

28th DAY OF September 2020.


KENNETH W. MARTIN, PE
REGISTERED PROFESSIONAL ENGINEER NO. 65971
STATE OF TEXAS

MURFEE ENGINEERING COMPANY, INC.
1101 S CAPITAL OF TEXAS HWY, BLDG D
AUSTIN, TX 78746
512-327-9204



GENERAL NOTES:

1. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
2. WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
3. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: CITY OF HUTTO; WASTEWATER: CITY OF HUTTO; ELECTRIC: ONCOR THIS SITE.
4. CITY OF HUTTO ASSUMES NO RESPONSIBILITY FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS TO SERVE THIS SITE.
5. DEVELOPMENT OF THIS SUBDIVISION CONFORMS WITH THE CONCLUSIONS OF "DETERMINATION OF THE HYDROLOGIC IMPACT OF PROPOSED HUTTO CROSSING DEVELOPMENT USING UPPER BRUSHY CREEK WCID WATERSHED MODEL", DATED NOVEMBER 10, 2013 AND ADDENDUM DATED JANUARY 16, 2014.
6. NO PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
7. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
8. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
9. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
10. A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE LOT LINES.
11. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
12. SIDEWALKS AND TREES SHALL BE PROVIDED ON THE SUBDIVISION SIDE OF F.M. 685 (CHRIS KELLEY BOULEVARD).
13. STREET TREES ARE REQUIRED IN ACCORDANCE WITH SECTION 4.9.5 OF THE PUD AGREEMENT AND SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
14. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/8" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
15. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
16. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
17. THE PROPOERTY WILL BE DEVELOPED IN ACCORDANCE WITH THE HUTTO CRSOOSINGS PUD AND THE CITY OF HUTTO UDC.

CITY DEVELOPMENT SERVICES

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF HUTTO ON THIS THE _____ DAY OF _____, 2020.

ASHEY GRUDMAN
DEVELOPMENT SERVICES DIRECTOR

DATE _____

APPROVAL, CITY OF HUTTO

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THIS THE _____ DAY OF _____, 2020.

DOUG GAUL, MAYOR

DATE _____

HOLLY NAGY, CITY SECRETARY

DATE _____

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____,

20____, A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

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

BY: _____
DEPUTY

Received 09/29/2020



EARLY LAND SURVEYING A LIMITED LIABILITY COMPANY	PROJECT NO.: 1063-001
	DRAWING NO.: 1063-001-PL-DUTCH
P.O. BOX 92588 AUSTIN, TX 78709 512-202-8631 TBPELS FIRM NO. 10194487	PLOT DATE: 9/24/20
	PLOT SCALE: 1" = 50'
DRAWN BY: MAW & JBE	
SHEET 02 OF 02	

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on a resolution approving the subdivision plat approval extension request for the Hutto Highlands Section 2 Phase 3 Final Plat, 42.698 acres, more or less, of land, 114 residential lots, located on FM 1660 North.(Ashley Lumpkin)
Meeting: City Council - 15 Oct 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

To avoid expiration, the applicant requests a one year extension request for this final plat. Construction is expected to be completed within the requested extension period.

Staff Review:

The proposal meets the minimum standards as required in the Development Agreement, Unified Development Code and state law.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, staff recommends that the City Council approve the resolution.

ATTACHMENTS:

[HHighlandsSec2Ph3FP-ExtensionRequest\(Full\)](#)

RESOLUTION NO. R-2020-100

A RESOLUTION APPROVING THE SUBDIVISION APPROVAL EXTENSION FOR THE FINAL PLAT KNOWN AS "HUTTO HIGHLANDS SECTION 2 PHASE 3 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the City of Hutto Unified Development Code Section 10.204.2 states that unless recorded, fiscal surety has been posted, and/or an extension has been granted, final plat approval expires one (1) year from the date of City Council approval, and;

WHEREAS, an applicant may request, in writing, an extension of final plat approval prior to the end of the one (1) year period, and the City Council may grant an extension not to exceed one (1) year, and;

WHEREAS, the City Council granted final plat approval of said plat on December 6, 2018, with Resolution No. R-18-12-06-8B, and;

WHEREAS, the Development Services Department has reviewed the subdivision approval extension request for compliance with City regulations, and;

WHEREAS, if the subdivision approval extension request is approved by City Council, the expiration date of said extension will be effective on the date of adoption and will expire twelve (12) months from that date, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the subdivision extension request for the final plat known as "Hutto Highlands Section 2 Phase 3 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **1st** day of the month **October, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary



**RANDALL JONES & ASSOCIATES
ENGINEERING INC.**

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

September 4, 2020

Yvette Glover
City of Hutto
Development Services Department
500 West Live Oak Street
Hutto, Texas 78634

RE: Hutto Highlands Section 2 Phase 3
Final Plat
1633-PLAT
RJE #2776

Dear Yvette Glover,

This letter is submitted to formally request an extension to the final plat for Hutto Highlands Section 2 Phase 3. The current expiration date is 09-05-2020. We would like to extend the expiration date to complete the project and record the final plat.

Very Respectfully,



Israel Ramirez, P.E.
Project Manager

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

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on a resolution approving the subdivision plat approval extension request for the Hutto Square Section 6 Final Plat, 16.015 acres, more or less, of land, 64 residential lots, located on Limmer Loop.(Ashley Lumpkin)
Meeting: City Council - 15 Oct 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

To avoid expiration, the applicant requests a one year extension request for this final plat. Construction is expected to be completed within the requested extension period.

Staff Review:

The proposal meets the minimum standards as required in the Development Agreement, Unified Development Code and state law.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, staff recommends that the City Council approve the resolution.

ATTACHMENTS:

[HSquareSec6FP-ExtensionRequest\(Full\)](#)

RESOLUTION NO. R-2020-101

A RESOLUTION APPROVING THE SUBDIVISION APPROVAL EXTENSION FOR THE FINAL PLAT KNOWN AS "HUTTO SQUARE SECTION 6 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the City of Hutto Unified Development Code Section 10.204.2 states that unless recorded, fiscal surety has been posted, and/or an extension has been granted, final plat approval expires one (1) year from the date of City Council approval, and;

WHEREAS, an applicant may request, in writing, an extension of final plat approval prior to the end of the one (1) year period, and the City Council may grant an extension not to exceed one (1) year, and;

WHEREAS, the City Council granted final plat approval of said plat on December 6, 2018, with Resolution No. R-18-12-06-8B, and;

WHEREAS, the Development Services Department has reviewed the subdivision approval extension request for compliance with City regulations, and;

WHEREAS, if the subdivision approval extension request is approved by City Council, the expiration date of said extension will be effective on the date of adoption and will expire twelve (12) months from that date, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the subdivision extension request for the final plat known as "Hutto Square Section 6 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **15th** day of the month **October, 2020**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary



**RANDALL JONES & ASSOCIATES
ENGINEERING INC.**

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

September 4, 2020

Yvette Glover
City of Hutto
Development Services Department
500 West Live Oak Street
Hutto, Texas 78634

RE: Hutto Square Section 6
Final Plat
1631-PLAT
RJE #1988

Dear Yvette Glover,

This letter is submitted to formally request an extension to the final plat for Hutto Square Section 6. The current expiration date is 09-05-2020. We would like to extend the expiration date to complete the project and record the final plat.

Very Respectfully,



Israel Ramirez, P.E.
Project Manager

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

City Council

AGENDA ITEM REPORT



To: Tony Host
Subject: Consideration and possible action authorizing the request for a purchase order for PBS of Texas, LLC for the 2021 fiscal year. Monthly janitorial services for City Hall, Library, Police Department and Public Works.
Meeting: City Council - 15 Oct 2020
Department: Community Services
Staff Contact:

FINANCIAL IMPACT:

Purchase order request is for \$76,800.00

ATTACHMENTS:

[Hutto City Hall Janitorial Costs](#)

[Hutto PD and Public Works Proposal - 9.1.2020](#)



PBS of TEXAS, LLC
 301 Hesters Crossing #204
 Round Rock, TX 78681
 Phone: (817) 716-2009
kody@pbsoftexas.com

PROPOSAL

DATE	9/28/2020
INVOICE #	
CUSTOMER ID	HUTTO

SUBMIT TO

City of Hutto
 Attn: Mr. Pete Dominguez

DESCRIPTION	TOTAL
Monthly Janitorial	
City Hall - Night Cleaning	\$3,250.00
Library Weekends	\$350.00
Floor Work	\$350.00

OTHER COMMENTS

Quote includes PBS furnishing labor, supervision, and equipment

Subtotal	\$3,950.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$3,950.00
Monthly	



PBS of TEXAS
8868 Research Blvd Ste 305
Austin, TX 78758
Phone: (817) 716-2009
kody@pbsoftexas.com

PROPOSAL

DATE	9/1/2020
INVOICE #	
CUSTOMER ID	HUTTO

SUBMIT TO

City of Hutto
Attn: Pete Dominguez
500 W Live Oak St
Hutto, TX 78634

DESCRIPTION	TOTAL
Janitorial Services	
Police Department Janitorial - Day Cleaning	\$1,700.00
Public Works Janitorial - Night Cleaning	\$750.00

OTHER COMMENTS

Rate includes quarterly floor care

Police Department to be cleaned between 8 am - 4 pm Mon-Fri
Public Works to be cleaned after 5 pm Mon-Fri

Subtotal	\$2,450.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$2,450.00
Monthly	



PBS of TEXAS, LLC

301 Hesters Crossing #204

Round Rock, TX 78681

Phone: (817) 716-2009

kody@pbsoftexas.com

PROPOSAL

DATE	9/28/2020
INVOICE #	
CUSTOMER ID	HUTTO

SUBMIT TO

City of Hutto

Attn: Mr. Pete Dominguez

DESCRIPTION	TOTAL
Monthly Janitorial	
City Hall - Night Cleaning	\$3,250.00
Library Weekends	\$350.00
Floor Work	\$350.00

Subtotal	\$3,950.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$3,950.00
Monthly	

OTHER COMMENTS

Quote includes PBS furnishing labor, supervision, and equipment



PBS of TEXAS
 8868 Research Blvd Ste 305
 Austin, TX 78758
 Phone: (817) 716-2009
kody@pbsoftexas.com

PROPOSAL

DATE	9/1/2020
INVOICE #	
CUSTOMER ID	HUTTO

SUBMIT TO

City of Hutto
 Attn: Pete Dominguez
 500 W Live Oak St
 Hutto, TX 78634

DESCRIPTION	TOTAL
Janitorial Services	
Police Department Janitorial - Day Cleaning	\$1,700.00
Public Works Janitorial - Night Cleaning	\$750.00

OTHER COMMENTS

Rate includes quarterly floor care

Police Department to be cleaned between 8 am - 4 pm Mon-Fri
 Public Works to be cleaned after 5 pm Mon-Fri

Subtotal	\$2,450.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$2,450.00
Monthly	



CONTRACT/AGREEMENT APPROVAL & ROUTING FORM

Please attach this form to any Contract/Agreement Document requiring City Management approval/signature. Contracts and Agreements for Goods and Services must be submitted to the Purchasing Department prior to City Management Approval.

SUBMITTED BY:	Anthony Host	DEPARTMENT: Facility Maintenance
VENDOR NAME:	PBS Of TEXAS	VENDOR #:
REQUESTED APPROVAL DATE:	3/20/19	CONTRACT/AGREEMENT ID#:

DESCRIPTION OR SUMMARY OF ATTACHED DOCUMENTS

PBS with the Interlocal Agreement with Cedar Park will be doing the janitorial services for the New City Hall.

REQUIRES CITY COUNCIL ACTION?	No	☒	Yes	☐	TENTATIVE COUNCIL AGENDA DATE:	
REQUIRES CITY ATTORNEY REVIEW/APPROVAL?	No	☒	Yes	☐	Comments:	
RESOLUTION/ORDINANCE REQUIRED OR ATTACHED?	No	☒	Yes	☐	Comments:	

FISCAL AND BUDGETARY IMPACT

Funding Source	Fund	Div	Dept	Object/Project	Total Contract Amount	Appropriation Request For Current FY	Available FY Budget
General Fund Revenue	30	090	051	6301	\$ 21,600.00		
General Fund Revenue							

Fiscal and Budgetary Comments:

Fiscal Review Signature

Michael Dan Date: 3-20-2019

AUTHORIZATIONS: Purchasing and CFO Approval is required prior to request for City Management's signatures. Other Signatures are required as authorized by purchasing guidelines and city policies.

Signature	Printed Name	Date	Ext./Phone
<i>Purchasing Signature</i>			
<i>Requestor's or other Authorized Signature</i>			
<i>Director or Executive Director Signature</i>			
<i>ACM Signature</i>			
<i>City Manager Signature</i>			
<i>Edith Sorrell</i>	Edith Sorrell	3/20/19	4034
<i>Anthony Host</i>	Anthony Host	3-19-189	4025
<i>Edena Atmore</i>	Edena Atmore	3-20-19	4053
<i>Odis Jones</i>	Odis Jones	3/19/19	



JANITORIAL SERVICE AGREEMENT

This Agreement made March 18, 2019, between, PREDICTABLE BUSINESS STRATEGIES, LLC DBA PBS OF TEXAS, ("Contractor") Located at 3456 Alameda Street, Suite 448 Fort Worth, Texas 76126 and City of Hutto, ("Client") located at 401 West Front Street, Hutto, Texas 78634

1. **SERVICES:** Contractor will provide janitorial and related services to Client at the various locations as attached and perform services according to the specifications outlined in the Scope of Services. Contractor may perform the services by any reasonable means and shall not be responsible for delay in performance beyond its control.
2. **TERM:** This Agreement shall be in effect for One (1) Year commencing August 1, 2018, with options pertaining to the Cedar Park Interlocal Agreement.
3. **TERMINATION:** Either party may cancel this Agreement with or without cause or penalty upon 30 days written notice.
4. **PRICE:** Client agrees to pay Contractor for the services as described on attached "Proposal Sheet."

Pricing is based upon PBS providing all labor, supervision, management, equipment, cleaning supplies, and small tools, as well as related taxes and insurance required to perform the services and schedules outlined herein and is based upon a five (5) days per week work schedule (*library exception seven (7) days*), excluding observed holidays. Client agrees to notify Contractor in advance and in writing in the event Contractor's cleaning responsibilities are to be decreased or increased from those previously established. Contractor agrees not to clean any unoccupied space.

Consumables

Expendable restroom supplies such as; such as toilet tissue, hand towels, hand soap, trash can liners, etc.... will be provided by the City of Hutto.

Square Footage Adjustments

PBS's billing is based on the cleanable square footage cleaned each month. "Cleanable square footage" is a combination of "occupied tenant space" and "common areas", including lobbies, hallways, vending areas, restrooms, stairwells/landings, etc. Additions and/or deletions to the cleanable square footage will be adjusted at the rates stated in the Pricing Summary.

The Client will be responsible for notifying PBS of any additions/deletions in cleanable square footage for the schools as they occur.

In the event the Client makes an error in calculation of square footage, PBS will make corresponding billing adjustments on the next scheduled billing date. However, no billing adjustments will be made for deleted square footage more than 30 days retroactively from the date of notification.

Minimum Wage Escalation

Prices quoted herein are based on July 24, 2009 federal minimum wage rates. As additional wage increases are imposed on PBS due to current and/or future legislation or additional changes in city, state and/or federal regulations, the monthly rates shall be adjusted to cover such increases in wages and related payroll cost as mutually agreed upon not to exceed 2% of existing rates. PBS, prior to increasing related billing rates, will secure the Client's approval of such increases.

The Affordable Care Act

Prices quoted herein are based on the rules, regulations, and legislation in place pertaining to employee benefits. As the Affordable Care Act continues to evolve with adjustments and revisions and such the new laws are imposed on PBS due to current and/or future legislation, the monthly rates shall be adjusted to cover such increases in wages and related payroll costs as mutually agreed upon not to exceed 2% of existing rates. Prior to increasing related billing rates, PBS will secure the Client's approval of such increases.

Holidays

Contractor is not obligated to perform services on the holidays as listed on the City of Hutto Calendar 2019-2020.

Price Determination

The price(s) quoted herein are based on "cash equivalent" payment(s) (cash, check, money order, wire transfer or direct deposit) within thirty (30) days of invoice date. Payments by any other means, such as credit cards will be subject to a service surcharge.

Invoicing

PBS will deliver an invoice (the "Invoice") to Client by the end of each calendar month for the previous calendar month's services. Client agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice (the "Due Date").

Additional Pricing

Emergency Labor

Regular Working Hours	\$18.50 per man hour
After Hours and Holiday Cleaning	\$25.00 per man hour
Supervisor (Anytime)	\$30.00 per man hour

Minimum charge of 4 hours, per person, per call.

Carpet Cleaning

Carpet cleaning not outlined in the Janitorial Specifications Section of this proposal, will be provided as an additional service at the following prices:

Semi-Dry Method	\$.12 Per Sq. Ft.
Hot Water Extraction Method	\$.18Per Sq. Ft.

Minimum charge of \$175.00 per call

5. **EXTRAORDINARY COST CHANGES:** If any extraordinary events affect Contractor's costs, upon notice to Client, the parties agree to negotiate a reasonable adjustment. Such events shall include but not be limited to: armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonable foreseeable or against which Contractor reasonable cannot protect itself.
6. **INDEMNIFICATION:** Contractor shall indemnify and hold harmless Client, its agents or assigns from loss, liability, cost, or expense (including reasonable attorney's fees) for bodily injury, death and property damage which arises out of work performed or failed to be performed under this

agreement. Contractor shall not be liable for delay, loss or damage, caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or other causes beyond Contractor's reasonable control.

Client shall indemnify, defend and hold harmless Contractor from claims for injury to Contractor's employee and other resulting from the Condition of Client's premises or equipment but only to the extent same is not caused by Contractor's fault. Contractor will be responsible for any theft determined to be caused by its employee and will be responsible for the dismissal of any employee related to the incident. Should Client request polygraphs to Contractor's employee(s) in the event of a suspected theft, Client will bear the full cost of any polygraphs if the employee(s) is deemed innocent through polygraph reports, and Contractor will bear the full cost of any polygraphs if employee(s) is deemed guilty through polygraph reports. Contractor will at all times be in compliance to the Federal Employee Polygraph Protection Act of 1988 (29CFR801).

7. **INSURANCE AND TAXES:** Contractor agrees to maintain in effect, during the term hereof, insurance for Workers' Compensation or similar type coverage, with statutory limits, and personal injury and property damage with limits as described in the attached Certificate of Liability Insurance. Contractor shall furnish to Client prior to commencement of this agreement, a certificate of insurance evidencing such coverage and specifying that 30 days' prior notice of cancellation will be sent to Client. Contractor shall be responsible for paying all payroll-based taxes, workers' compensation, liability insurance and other similar expenses.
8. **CONFORMANCE WITH LEGAL OBLIGATIONS:** Client agrees to keep its facilities in safe condition and in conformance with federal, state, and local laws, ordinances and regulations, and agrees to indemnify and hold harmless Contractor from loss and liability (including reasonable attorneys' fees if approved by a court of law in county (counties) in which work is performed) caused by Client's failure to do so.
9. **POLYGRAPH EXAMINATIONS**
PBS may cause any or all of its employees working in this facility to submit to a polygraph examination upon written request from the Client for such examination. Such polygraph examinations shall be conducted by a qualified polygraph examiner. The results of each polygraph shall be shared jointly by the Client and the Contractor.
The cost of the polygraph examination shall be administered as follows:
 - i. Positive Results (indicates guilt) – PBS shall pay all costs, plus make restitution to the Client or Tenant.
 - ii. Negative Results (indicates no guilt) – The Client and/or Tenant shall pay all costs.
 - iii. Inconclusive Results – The Client may elect to have additional examinations administered, in which case #1 and #2 above would apply; or, the Client and PBS shall negotiate an agreeable settlement or share the cost equally.
10. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Client. Client agrees not to approach any PBS employees with offers of employment for a period of one (1) year after termination of this agreement.
11. **BINDING:** This Agreement shall insure to and bind the successors, assigns, agents and representatives of both parties.
12. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in the Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument and signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.

13. **NOTICES:** Notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed with postage prepaid,

To Client at:

401 West Front Street
Hutto, Texas 778634

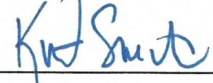
By: 

TITLE: City Manager

DATE: 3/19/19

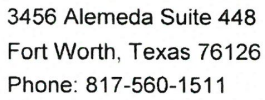
To PBS of Texas at:

3456 Alameda Street, Suite 448
Fort Worth, Texas 76126

By: 

TITLE: President

DATE: 3/18/19



RFP #	DATE
#10-027-216-KD-050	3/18/2019

DESCRIPTION OF WORK
Janitorial Services utilizing a "INTERLOCAL AGREEMENT" with the City of Cedar Park. PBS of Texas will utilize the contract specifications, scope and a comparative pricing matrix to provide the City of Hutto these services. Please note that the original contract was under the name of Pruitt Building Services, which became PBS of Texas effective July 26, 2017.

Page 82 of 198

AGREEMENT FOR JANITORIAL SERVICES

This Service Agreement ("Agreement") is made between the **CITY OF CEDAR PARK, TEXAS**, having its principal place of business at 450 Cypress Creek Road, Building 1, Cedar Park Texas 78613 (hereinafter "City") and **PRUITT BUILDING SERVICES, INC.**, with its principal place of business at 3430 Alameda Street, Suite 117, Fort Worth, Texas 76126 (hereinafter "Contractor") to provide janitorial services for the City.

1. General Terms of Contract

Unless otherwise stated within this Agreement, the City and Contractor shall follow the terms, general conditions, specific conditions, scope of work, and requirements of the Request for Proposal #10-027-216-KD-050 (**Exhibit A**) and the Bid Proposal submitted by the Contractor (**Exhibit B**). In the event of conflict between the documents, the documents shall control in the following order: this Agreement, **Exhibit A**, and **Exhibit B**.

2. Scope of Work.

Contractor will perform janitorial services in accordance with **Exhibit A** and **Exhibit B**.

3. Payment.

The City agrees to pay for the janitorial services as identified in **Exhibit A**. Undisputed payments will be submitted to Contractor in accordance with Texas Government Code Chapter 2251, as amended. Any invoice for partial payment submitted by Contractor must first be submitted and approved in advance by the Purchasing Manager for the City. Contractor will be notified of invoice disputes within thirty (30) days of receipt of original invoice. Once the dispute is resolved and once an amended invoice is received, if applicable, the City payments will be submitted to Contractor within thirty (30) days.

4. Non-Appropriation.

This Agreement is subject to the appropriation of funds by the City Council in the City's budget adopted for any fiscal year for the specific purpose of making payments pursuant to the contract for that fiscal year. The obligation of the City pursuant to this Agreement in any fiscal year for which the contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the contract, the contract may be terminated.

5. Term of Agreement.

The term of this Agreement shall be for one year, beginning on the date of the Execution of this Agreement and will be extended for four (4) additional one (1) year periods, unless

either party provides the other party with notice of its intent not to renew this Agreement sixty (60) days prior to the end of the current term.

6. Insurance.

The Contractor shall maintain insurance within the requirements of the Bid Proposal (Exhibit A) throughout the entirety of the Agreement Term(s).

7. Contractor as Independent Contractor.

Contractor agrees that it is and shall remain an independent contractor throughout the term of this Agreement.

8. INDEMNIFICATION.

CONTRACTOR AGREES AND CONTRACTS FOR ITSELF, INDIVIDUALLY AND AS THE BUSINESS ENTITY, TO THE CITY OF CEDAR PARK, TEXAS, TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY OF CEDAR PARK, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING CONTRACTOR'S EMPLOYEES OR THOSE WORKING ON CONTRACTOR'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS CONTRACT REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF CITY. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY; IF ANY.

9. Damage Provision.

If in performance pursuant to an awarded contract, Contractor, or Contractor's employee, affiliate, representative, partner, subcontractor, or agent, damages the City's real or personal property, Contractor shall compensate the City for the cost of repair or replacement, whichever the City determines is appropriate under the circumstances. In such event, the City will provide to Contractor an invoice stating the actual cost of repairing or replacing the damaged property. Contractor shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should Contractor refuse to compensate the City for the damage incurred, said invoiced amount shall be withheld from the amount payable to Contractor for services rendered pursuant to the

awarded contract. This provision does not waive or diminish the City's right to pursue any and all legal remedies to collect for damages caused by Contractor, or Contractor's employee, affiliate, representative, partner, subcontractor, or agent.

10. Assignment.

This Agreement is not assignable.

11. Severability and Waiver.

If any of the terms, provisions, or conditions of this Agreement or the application thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby, and each of the other terms, provisions, and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. A waiver regarding a breach of any term, provision, or condition of this Agreement given by either party shall be effective only in that instance, shall not be construed as a bar or waiver of any right on any other occasion, and shall not act as a waiver of any other breach of this Agreement or any same or similar breach which may occur in the future.

12. Amendment.

This Agreement may be amended or modified only by written instrument executed by both City and Contractor.

13. Termination of Agreement.

Notwithstanding Section 5, this Agreement may be terminated prior to the end of the term by the City, for any reason or for no reason immediately upon providing written notice addressed to the Contractor at the addresses listed below under Notices. In the event of any such termination by the City pursuant to this provision, Contractor shall be entitled to be paid for work completed up to date of termination.

14. Governing Law.

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be Williamson County, Texas.

15. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either written or oral.

16. Authority to Sign.

By my signature below, I hereby affirm that I am an authorized representative to bind the Contractor to the terms of this Agreement.



RFP #10-027-216-KD-050

Addendum #1 Due Date and Field Operations Buildings Clarification

This addendum must be signed, filled out and must accompany your RFP response for the proposal to be considered.

Item #1

In RFP #10-027-216-KD-050 Custodial Services, issued November 25, 2015, on Page 3 under, "1.5 Standard Terms and Conditions" there is an error stating that the due date is 2:00 PM CT on November 13, 2015. The correct due date is **December 18, 2015 at 2:00 PM CT.**

Item #2

In addition, under Scope of Work, Section 3.2.4 there needs to be a clarification of the buildings that need custodial services at Field Operations, located at 2401 Brushy Creek Loop, Cedar Park, Texas 78613. The correct Field Operations Buildings information is below:

3.2.4 Field Operations Buildings, 2401 Brushy Creek Loop

3.2.4.1 Building 1 – Main Office – Administration

Approx 5900 sq ft, 40% carpet, 60% polished concrete

4 toilets

2 urinals

5 sinks

Kitchen Area

8 enclosed offices

2 work stations

1 copy room

1 conference room

Daily Cleaning: entire building Monday-Friday after 5:00pm

Weekly Cleaning

Monthly Cleaning

3.2.4.2 Building 4 – Fleet & Streets

Approx 3200 sq feet, 80% carpet, 20% vinyl flooring

4 toilets (including Fleet Bay)

3 urinals (including Fleet Bay)

3 showers

6 sinks (including Fleet Bay)

Kitchen

5 enclosed offices (including Fleet Bay)

1 work stations

Daily Cleaning: entire building Monday-Friday after 5:00pm

Weekly Cleaning

Monthly Cleaning

3.2.4.3 Building 2 – Water/WW/Meters/Pump & Motor

Approx 1000 sq ft (including Water & Wastewater)

3 toilets

2 urinals

7 sinks

2 enclosed offices

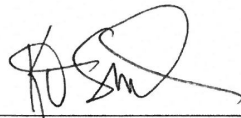
10 work stations

Clean weekly; Wednesday after 5:00pm

Include all daily and weekly cleaning duties

Monthly cleaning: Fourth Wednesday of each month

This addendum is received and acknowledged by


Signature

President
Title

7-1-15
Date

AGREEMENT FOR CUSTODIAL SERVICES

Renewal July 1, 2015 through December 31, 2015

This agreement for Custodial Services is made between the **CITY OF CEDAR PARK, TEXAS**, having its principal place of business at 450 Cypress Creek Road, Building 1, Cedar Park, Texas 78613 (hereinafter "City") and **PRUITT BUILDING SERVICES, INC.** having its principal place of business at 3430 Alameda #117, Fort Worth, Texas 76126 (hereinafter "Contractor") for custodial services of City facilities.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties herein contained, the parties agree as follows:

1. Term of Agreement. The term of this agreement shall commence on July 1, 2015 and continue in effect until December 31, 2015. Notwithstanding a significant change of scope, this agreement may be extended in six (6) month increments for up to nine (9) total six-month periods upon written notice by the City. Notwithstanding the foregoing, this agreement may be terminated prior to the end of the term by the City for any reason or no reason immediately upon providing written notice by registered or certified mail, return receipt requested, addressed to the Contractor at the address listed above. Notwithstanding the foregoing, this agreement may be terminated prior to the end of the term by the Contractor, for any reason or for no reason, thirty (30) days after written termination notice is received via registered or certified mailing by the City at the address listed above.

2. Inspection. Contractor agrees that it has thoroughly inspected the City facilities listed in Section 3(B) of this agreement or has had ample time to do so, has made its own determination of square footage involved, the frequency and scope of the work involved, and agrees to the scope of work outlined in Section 3(B) of this Agreement and the compensation outlined in Section 8 of this Agreement.

3. Scope of Work. Contractor shall have the following obligations in connection with janitorial services of City facilities:

A. Timing. Arrange the schedule for weekly and monthly cleaning with the supervisor of each building. Share this schedule with the Facilities Manager for all locations. Part of your evaluation will be how you organize and execute this schedule.

B. Facility Specifications. Contractor shall provide janitorial services for the following City buildings:

1. Cedar Park Library
 - Address: 550 Discovery Blvd.
 - Specifications: 25,200 sq. ft. 85% carpet, 15% slate tile, 13 toilets, 3 urinals, 10 sinks, 17 staff work stations plus circulation desk, and 42 public computer stations.
 - Cleaning Timetable: Daily Cleaning: entire building 7 days per week; Monday-Thursday after 9:00pm, Friday- Saturday after 5:00pm, Sunday after 6:00pm

- **Additional Daily Cleaning:** Monday-Thursday at 4:00pm from June 1st through August 15th: clean Lobby and Lobby restrooms, Children's restrooms, and check both conference rooms to see if they need trash emptied and vacuuming before evening meetings
- Weekly Cleaning
- Monthly Cleaning

2. Justice Center: Police and Municipal Court

- Address: 911 Quest Pkwy
- Specifications: 38,545 sq. ft. 76% carpet, 9% vinyl tile, 15% ceramic tile, 27 toilets, 7 urinals, 24 sinks, 67 work stations, 2 stairwells, Exercise Room (sweep floor, clean mirrors, empty trash daily).
- Cleaning Timetable:
- Police: Entire wing of building 7 days per week in the morning including holding cells. 7 days per week, after 5pm empty trash, refill supplies and touch-up for evening crew.
- Court: entire office Monday-Friday after 5:00pm closing or before 8:00am
- Weekly Cleaning
- Monthly Cleaning

3. City Hall Complex

- Address: 450 Cypress Creek Road
- a. Building 1
- Specifications: 21,796 sq. ft. 80% carpet, 15% Ceramic Tile, 5% VCT, 7 toilets, 2 urinals, 11 sinks (including kitchens), 28 work stations
- b. Building 2
- Specifications: 4,700 sq. ft. 8.5% carpet, 13.5% Ceramic Tile, 78% VCT, 3 toilets, 1 urinal, 5 sinks (including kitchen), 9 work stations
- c. Building 3
- Specifications: 4,780 sq. ft. 90% carpet, 8% Ceramic Tile, 2% VCT, 3 toilets, 1 urinal, 5 sinks (including kitchen), 4 work stations
- Cleaning Timetable: Daily Cleaning Frequency: entire building Monday-Friday after 5:30pm
- Weekly Cleaning
- Monthly Cleaning
- d. Building 4
- Specifications: 4,800 sq. ft. 44% carpet, 44% Ceramic Tile, 12% VCT, 5 toilets, 2 urinals, 5 sinks (including kitchen)

- Cleaning Timetable: Wednesday and Friday before 5:00
Weekly Cleaning
Monthly Cleaning
- 4. Field Operations
 - Address: 2401 Brushy Creek Loop
 - a. Old Administration -Building 4
 - Specifications: 3200 sq. ft. 80% carpet, 20% vinyl tile, 4 toilets, 4 urinals, 5 sinks, 4 showers, 15 work stations
 - b. Signal Shop – Building 3
 - Specifications: 200 sq. ft., all vinyl tile, 1 toilet, 1 sink, 1 work station
 - Cleaning Timetable: Entire building Monday-Friday after 5:30pm
Weekly Cleaning
Monthly Cleaning
 - c. New Administration Building-Building 1
 - Specifications: 5985 sq. ft. 35% carpet, 15% vinyl tile, 15% epoxy resin, 35% sealed concrete, 4 toilets, 2 urinals, 5 sinks, 3 showers
 - Cleaning Timetable: Entire building Monday-Friday after 5:30pm
Weekly Cleaning
Monthly Cleaning
 - d. New Utility Building-Building 2
 - Specifications: 2087 sq. ft. 5% vinyl tile, 95% sealed concrete, 3 toilets, 2 urinals, 5 sinks
 - Cleaning Timetable: Entire building Monday-Friday after 5:30pm
Weekly Cleaning
Monthly Cleaning
- 5. Recreation Center
 - Address: 1425 Main Street
 - Specifications: 27,100 sq. ft. Stained Concrete, Carpet, Rubberized flooring, Tile
 - Cleaning Timetable: Daily cleaning: Monday-Thursday after 10:00pm
Friday after 9:00pm, Saturday after 8:00pm, Sunday after 6:00pm
Weekly cleaning
Monthly cleaning
 - a. Office Area,
 - Specifications: 7% of sq. ft., 2 toilets, 3 sinks (including kitchen)
 - Cleaning Timetable: clean daily after 5:00 restrooms, kitchen, empty all trash and recycle bins, mop floors

- Offices: clean twice per week; Tuesday and Friday dust, clean, disinfect and polish offices, vacuum, clean hallways, and windows
- b. Stained Concrete,
 - Cleaning Timetable: clean Monday-Saturday
 - Dust mop daily with untreated micro fiber mop
 - Wet mop as needed, at least weekly, with approved neutral cleaner
 - Scrub as needed, at least monthly, with automatic scrubber using soft brushes or microfiber cleaning pad
- c. Running Track
 - Cleaning Timetable: clean weekly
 - Vacuum with beater bar disengaged
 - Monthly- clean with an auto scrubber using approved neutral cleaner
- d. Cardio Area
 - Cleaning Timetable: clean 7 days per week
 - Dry mop with untreated micro fiber mop, touch up windows
 - Weekly; damp mop with approved neutral cleaner and micro fiber mop
- e. Wood Floors will be cleaned by Staff. You will not clean these areas as part of this contract.
- f. Restrooms
 - Cleaning Timetable: clean 7 days per week
 - There are two restrooms/locker rooms downstairs, one with six stalls, the other with nine stalls. Two restrooms upstairs and one in the baby room with one commode each. Three bathrooms, in the back hallway with seven Commodes, two urinals, and eight sinks total.
 - Clean commodes, urinals, and wipe down stall walls
 - Disinfect and polish shower areas (downstairs), all counter tops and sinks,
 - Mop all floors, Wipe down and disinfect lockers (outside daily, inside weekly), Replenish supplies
- g. Baby Room
 - Cleaning Timetable: clean Monday-Friday
 - Vacuum rugs with beater bar engaged, Sweep vinyl tile, Clean counter area and sink, Touch up windows
 - Weekly- roll up carpets and mop vinyl tile. Replace carpets when floor has dried.
- h. Arts and Crafts Room
 - Cleaning Timetable: clean twice per week Monday and Thursday
 - Dry mop, Wet mop as needed, at least monthly, wipe down and disinfect tables, counters, and chairs, touch up windows

- i. Game Room
 - Cleaning Timetable: Monday -Friday
Vacuum carpet, the rest will be cleaned by Staff.
- j. Stairs
 - Cleaning Timetable: clean Monday-Saturday
Dry mop or vacuum with beater bar disengaged, Dust all parts of banister, Disinfect hand rail
- k. Elevator
 - Cleaning Timetable: clean Monday-Saturday
Dry mop or vacuum with beater bar disengaged, Wipe down and disinfect all surfaces
- l. Entry Doors
 - Cleaning Timetable: clean 7 day per week
Clean glass inside and out, Disinfect all door handles
- m. Back Hallway
 - Cleaning Timetable: clean 1 day per week:
Clean stained concrete as per spec above, Touch up interior windows, Clean Entry doors as per spec above, Empty Trash
- n. Community Room Kitchen Area
 - Cleaning Timetable: clean 1 day per week:
Mop ceramic tile floor, Wipe down and disinfect counters, Disinfect and polish sink, Wipe down outside of appliances, Empty Trash, Replenish supplies
- o. Community Rooms
 - Cleaning Timetable: clean as ordered by staff
Vacuum up to 3,000 sq. ft. carpeted room with beater bar engaged (1,000 sq. ft. at a time, the first 1,000 sq. ft. includes spot cleaning of entire carpet)

C. Contractor shall complete the following work when performing “daily cleaning” of the buildings listed in Section 3(B) of this agreement:

1. Waste Receptacles for Trash- Empty, clean and damp dust every cleaning. Change liners as necessary to prevent odors, spills, or offensive appearance. Knot liners so they fit snugly in receptacle. Wash as necessary. Only items marked “trash” or items in a trash receptacle are to be removed. Trash receptacles reside

in offices, kitchens, rest rooms, common workrooms and outside of buildings. Deposit all collected trash in designated dumpster outside of building.

2. Waste Receptacles for Recycle- Empty all receptacles labeled as recycle. This must be kept separate from the trash collection. Recycle receptacles reside in offices and common workrooms. Educate custodian about the items approved as recycle and assure that no unapproved items are deposited in the recycle dumpster. Deposit approved items in recycle dumpster. Plastic bags filled with shredded paper- make two small holes in the plastic bag to allow air to release and deposit the bag in recycle dumpster.

3. Exterior Ashtrays- Empty all exterior ashtrays.

4. Dust-Contractor shall dust desks and workstations, office furniture, file cabinets, fixtures, window sills, banisters (all parts), blinds, vents, shelves, bookcases, baseboards, picture frames, wall hangings, and other wall accessories and any other surfaces where dust collects. Wipe with approved duster or treated cloth. Do not remove items on desks or workstations while cleaning. Do not unplug any electrical equipment.

5. Clean-Contractor shall remove marks, smudges, and fingerprints from all surfaces including doors (inside and outside), windows, mirrors, frames, light switches, entrance glass and partitions.

6. Disinfect and polish dry-Contractor shall disinfect and polish dry all drinking fountains, toilets, urinals, sinks and fixtures, wet area counter tops, restroom stall walls and doors, banister handrails, door hardware, elevator walls and buttons and public telephones. Do not wash dishes, move dirty dishes aside and put them back in the sink when it has been cleaned.

7. Sweep- Contractor shall sweep main stairwells, and all uncarpeted floor areas employing dust control techniques, exterior sidewalks and entryways.

8. Damp Mop and Disinfect- all tile flooring. Mop wood floors with products approved for wood floors only, dry to remove streaks. Include all corners, edges, under and behind furniture and fixtures. Wipe baseboards as necessary to remove scuffs and smudges.

9. Vacuum-Contractor shall vacuum all carpeted areas, rugs, and entry mats. Include all corners, edges, under and behind furniture and fixtures.

10. Refill-toilet tissue, paper towels, soap dispensers, urinal blocks and clips, as needed in all areas. Make sure all equipment is working properly.

11. Security- Contractor shall not allow entrance to City buildings of any persons unless employed by Cleaning Company who have business within the

building. When cleaning is complete, Contractor shall secure interior doors as instructed, turn off lights in unoccupied areas, and assure all exterior doors are locked.

12. Meetings- In the event that a City meeting is taking place during the time the Contractor is cleaning, Contractor shall work around meetings so as not to disturb the meeting participants. If an area cannot be cleaned because of a meeting, this should be noted on the communications notebook or reported to the Facilities Manager via e-mail.

13. Emergency Calls-In the event Contractor must respond to an emergency within the City facilities in example but not limited to an overflowing toilet or broken water pipe, this event shall be billed separately from the regular Compensation in Section 8, for an amount agreed upon with the Facilities Manager, as soon after the event as possible. This amount shall be based upon actual time spent at the emergency and supplies used with a reasonable mark-up on cost. All invoices must be submitted within 30 day of the emergency event.

D. Contractor shall complete the following work when performing “weekly cleaning” of the buildings listed in Section 3(B) of this agreement:

1. Spot clean carpets;
2. Buff all tile to a high sheen;
3. Sweep secondary stairwells and landings.
4. Empty outside trash cans;
5. Dust desks and window blinds.

E. Contractor shall complete the following work when performing “monthly cleaning” of the buildings listed in Section 3(B) of this agreement:

1. Dust tops of all bookshelves
2. Dust tops of all cabinets
3. Dust tops of workstation dividers, shelves, and overhead cabinets
4. Dust all baseboards
5. Dust all ceiling fans and blades

4. Cleaning Supplies and Equipment. All cleaning equipment will be furnished by Contractor at Contractor’s expense. This includes but is not limited to brooms, mops, mop buckets, trash collection receptacles, recycle receptacles (must be different from trash receptacle), dusters, automatic floor scrubbers and buffers, vacuums cleaners, and green seal

consumable cleaning supplies such as dust mop treatment, glass cleaner, and disinfectant. City will furnish space for this equipment to be housed at each location.

5. Consumable Supplies. All consumable supplies such as paper towels, toilet paper, trash can liners, and hand soap for dispensers will be furnished by City at City's expense. Contractor shall inventory consumable supplies for City Hall, the Justice Center, Library, and Field Operations monthly. Submit the inventory to the Purchasing Manager for replenishment of supplies.

6. Reporting. Any unusual events or departure from the work as outlined in this agreement shall be reported to the Facilities Manager via e-mail as soon as possible but definitely within 24 hours of occurrence. This may include, but not be limited to any damages to the City's premises or personal property upon the premises caused by Contractor or Contractor's employee in the process of performing work, or occurrences that Contractor notices such as leaking or problem plumbing, defective lighting, doors not properly secured, low on paper and cleaning supplies, and other unusual circumstances that might affect the security, maintenance, or effectiveness of the facility. Report any building maintenance, trespassing, or any other emergencies to the Police Dispatch at 911.

7. Quality Inspection. Inspection of the quality of work will be done periodically by the Facilities Manager and a report furnished to the Contractor. Contractor will use these reports to train staff on process improvement. Frequent negative reports may lead to contract termination.

8. Compensation. In exchange for its commitment to provide services to City hereunder, City shall pay Contractor a fee per month to be paid within thirty (30) days of receipt of a written invoice in arrears of work at the following monthly rates:

A. Cedar Park Library	\$1,950.00
B. Justice Center	
Police Department	2,525.00
Municipal Court	625.00
C. City Hall	
Building 1	1,055.00
Building 2	315.00
Building 3	315.00
Building 4	175.00
D. Field Operations	
Main Office	175.00
Signal Shop	175.00
Administration Building (open 9/12)	450.00
Utility Building (open 9/12)	325.00
E. Recreation Center	2,075.00
Optional Community Rooms, (3,000 sq. ft. room that may be divided in to 3-1,000 sq. ft. areas)	
First 1,000 square feet	50.00
Each additional 1,000 square feet	25.00

All invoices shall be payable within thirty (30) days after delivery of the invoice therefore. City will not incur any charges for overhead expenses associated with day to day operations of Contractor's services, including but not limited to transportation, printing, reasonable postage fees, etc.

9. Damage Provision. For the purpose of this Section, "damage" shall mean injury or harm that reduces the value or usefulness of real or personal property. If in the process of performing work, Contractor or Contractor's employee, affiliate, representative, partner, subcontractor, or agent, damages the City's real or personal property, Contractor shall compensate the City for the cost of repair or replacement, whichever the City determines is appropriate under the circumstances. Contractor shall report such damages to the City in accordance with Section 6 of this agreement. In such event, the City will provide to Contractor an invoice stating the actual cost of repairing or replacing the damaged property. Contractor shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should Contractor refuse to compensate the City for the damage incurred, said invoiced amount shall be withheld from the amount payable to Contractor for services rendered pursuant to the awarded contract. This provision does not waive or diminish the City's right to pursue any and all legal remedies to collect for damages caused by Contractor, or Contractor's employee, affiliate, representative, partner, subcontractor, or agent. Repeated damage to the City's property or personal property upon the premises may result in termination of the contract as specified in Section 1 of this agreement.

10. Insurance Requirements. Contractor shall, at its own cost, procure and maintain in force during the terms of this agreement, minimum insurance coverage as listed below. The insurance policy shall be on an occurrence basis and include the following coverage: premises operations, personal and advertising injury, medical payments, liability assumed under an insured contract, independent contractors, and broad form property damage.

- A. Workers' Compensation and Employers' Liability
 - 1. State of Texas: \$1,000,000 Each Accident
 - 2. Applicable Federal Statutory
 - 3. Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
 - 4. Waiver of Subrogation
- B. Commercial General Liability
 - 1. Bodily Injury & Property Damage
 - General Aggregate Limit: \$1,000,000
 - 2. Personal & Advertising Injury Limit \$500,000
 - 3. Each Occurrence Limit \$1,000,000
- C. Commercial Automobile Liability Limits
 - 1. Bodily Injury & Property Damage
 - Combined Single Limit: \$1,000,000
 - 2. Medical Payments Per Person: \$ 5,000

3. Uninsured/Underinsured Motorist

\$100,000

11. Contractor as Independent Contractor. Contractor agrees that it is and shall remain an independent contractor throughout the term of this Agreement.

12. INDEMNIFICATION. CONTRACTOR AGREES AND CONTRACTS FOR ITSELF, INDIVIDUALLY AND AS THE BUSINESS ENTITY, TO THE CITY OF CEDAR PARK, TEXAS, TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY OF CEDAR PARK, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING CONTRACTOR'S EMPLOYEES OR THOSE WORKING ON CONTRACTOR'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS CONTRACT REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF CITY. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY; IF ANY.

13. Assignment. This Agreement is not assignable.

14. Severability and Waiver. If any of the terms, provisions, or conditions of this Agreement or the application thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby, and each of the other terms, provisions, and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. A waiver regarding a breach of any term, provision, or condition of this Agreement given by either party shall be effective only in that instance, shall not be construed as a bar or waiver of any right on any other occasion, and shall not act as a waiver of any other breach of this Agreement or any same or similar breach which may occur in the future.

15. Amendment. This Agreement may be amended or modified only by written instrument executed by both City and Contractor.

16. Governing Law. This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be Williamson County, Texas.

17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

CITY OF CEDAR PARK

By: Brenda Eivens
Brenda Eivens, City Manager

Date: 7/7/15

PRUITT BUILDING SERVICES, INC.

By: Kurt Smith

Print Name: KURT SMITH

Title: GENERAL PARTNER

Date: JUNE 24, 2015

City Council

AGENDA ITEM REPORT



To: City Council

Subject: Consideration of a public hearing and possible action on an ordinance approving the proposed Unified Development Code (UDC) ordinance amendment to the Code of Ordinances (2014 Edition, as amended), Chapter 2 Section 10.203, Development Review Process, Section 10.204.2, Effective Date and Expiration, Chapter 3, Section 10.311.9, Swimming Pools and Chapter 4, Section 10.405, Building Setbacks, General Rules. (Ashley Lumpkin)

Meeting: City Council - 15 Oct 2020

Department: Development Services

Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Staff is proposing two changes to the Unified Development Code. The first change is in regards to the plat expiration. Staff is proposing the plat expiration move to 2 years instead of 1 year. In addition to that staff is proposing that the first extension be administrative with a fee. After that first extension, then Planning and Zoning Commission and City Council have to review the request.

The second proposed change is in regards to swimming pools. Staff is proposing to allow swimming pools to be located anywhere except for in any easements.

See attached for the redline of the proposed changes.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, staff recommends a favorable recommendation to City Council.

ATTACHMENTS:

[\(Ord\)UDCAmend\(23\)Full](#)

ORDINANCE NO. O-2020-043

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2014 EDITION), CHAPTER 16, ARTICLE 16.02 UNIFIED DEVELOPMENT CODE (UDC) CHAPTER 2 SECTION 10.203, DEVELOPMENT REVIEW PROCESS, SECTION 10.204.2, EFFECTIVE DATE AND EXPIRATION, CHAPTER 3, SECTION 10.311.9, SWIMMING POOLS AND CHAPTER 4, SECTION 10.405, BUILDING SETBACKS, GENERAL RULES, ADDING NOTIFICATION LANGUAGE, REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC), incorporating amendments into Chapter 2, Section 10.203, 10.204.2, Chapter 3, Section 10.311.9, and Chapter 4, Section 10.405 and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 6th day of October, 2020, and;

WHEREAS, on the 15th day of October, 2020, after proper notification, the City Council held a public hearing on the proposed amendment, and;

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

1.

That the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Hutto Unified Development Code (UDC), Chapter 2, Section 10.203, 10.204.2, Chapter 3, Section 10.311.9, and Chapter 4, Section 10.405 is hereby amended to include the changes described in **Exhibit "A"** attached hereto and incorporated herein.

SECTION II. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION III. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION IV. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the **15th** day of **October, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this **15th** day of **October, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Holly Nagy, City Secretary

10.203 Development review process**10.203.1 Applicability**

This section applies in the following areas.

Process	City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Amended plat	Yes	Yes	Yes	Yes
Annexation	No	No	No	Yes
Building permit and certificate of occupancy	Yes	Yes	Yes	No: Williamson County
Certificate of appropriateness	Yes: historic district	Yes: historic district	Yes: historic district	No
Demolition permit	Yes	Yes	Yes	No: Williamson County
Major subdivision	Yes	Yes	Yes	Yes
Plan amendment	Yes	Yes	Yes	Yes
Plan amendment: future land use map	Yes	Yes	Yes	Yes
Planned unit development	Yes	No	Yes; OT-5C only	No
Plat vacation	Yes	Yes	Yes	Yes
Right-of-way construction permit	Yes	Yes	Yes	No
Right-of-way vacation	Yes	Yes	Yes	Yes
Short form subdivision	Yes	Yes	Yes	Yes
Sign permit	Yes	Yes	Yes	Yes
Site plan review	Yes	Yes	Yes	No
Site plan: initial	Yes	Yes	Yes	No
Special exception	Yes	No: see Chapter 5	No: see Chapter 5	No
Street name change	Yes	Yes	Yes	Yes
UDC amendment	n/a	n/a	n/a	n/a
Variance	Yes	Yes	Yes	Yes: subdivisions
Zoning map amendment	Yes	Yes	Yes	No

The following is a general review structure for this Section:

Type of: Application / Permit / Request	Planning	Engineering	Building	HPC	PZ	CC	ZBA
Administrative interpretation	Issued	Issued	Issued				A ***
Amended plat	RV/D	RV *			R	D	
Annexation	RV *					D	
Appeals: all						Bldg codes, CoA, Sign variance	Administrative decision and interpretations
Building code interpretation			RV/D			A	
Building plan review—residential/commercial: new construction			RV/D				
Building plan review—residential/commercial: Remodel			RV/D				
Building plan review—residential/commercial: Repair			RV/D				



Type of: Application / Permit / Request	Planning	Engineering	Building	HPC	PZ	CC	ZBA
Building plan review— residential/commercial: Addition			RV/D				
Building permit — residential/commercial: new construction (incl. inspections)			I/D				
Building permit — residential/commercial: remodel (incl. inspections)			I/D				
Building permit — residential/commercial: repair (incl. inspections)			I/D				
Building permit — residential/commercial: addition (incl. inspections)			I/D				
Certificate of appropriateness	RV		RV	D		A	
Certificate of occupancy/tenant change			I/D				
Comprehensive plan amendment	RV	RV		R ^{††}	R	D	
Comprehensive plan land use map amendment	RV				R	D	
Conditional certificate of completion (commercial)			RV/I/D				
Delay request (waiver of rights) for plats	RV/D						
Demolition permit: residential/commercial			I/D	D **			
Development agreement	RV/D					D	
Development assessment (subdivision)	RV/D	RV					
Drainage easement vacation	RV	RV				D	
Hot tub/spa permit (incl. insp.)			D				
HUD code manufactured home permit			D				
HVAC permit			D				
Irrigation permit (incl. insp.)/landscape irrigation			D				
Legal lot determination letter	D						
Major subdivision: prelim & final plat	RV	RV			R	D	
Minor Modification – FBC zoning district	RV†††				R	D	
Minor Modification – OT zoning district	RV†††				D	A	
Minor (short form) subdivision: final plat	RV	RV			R	D	
Move-in (modular structure) permit			D				
Plat Vacation	RV	RV			R	D	
Public utility easement vacation (PUE)	RV	RV				D	
Recordation processing (final plat)	RV/D						
Right-of-way (ROW) construction permit		D					
Right-of-way (ROW) vacation	RV	RV				D	
Sign master plan	RV		RV		R	D	
Sign permit	RV		RV/D				
Site plan review (incl. inspections)	RV	RV	RV/D				
Form Based Code amendment	RV				R	D	
Specific use permit (incl. amendment)	RV		RV		R	D	
Street name change	RV					D	
Subdivision improvements		RV/I/D				Acceptance	

Type of: Application / Permit / Request	Planning	Engineering	Building	HPC	PZ	CC	ZBA
construction plan review & inspection							
Subdivision plat approval extension	RVD****	RV			R****	D****	
Temporary job/construction trailer			D				
Temporary use permit			D	**			
Tree removal permit (protected trees)	RV		RV/D			D	
Variance (sign) – Sign	RV		RV		D	A	
Variance (zoning) – Site design	RV						D ***
Variance (zoning) – FBC and OT zoning districts	RV						D ***
Variance (subdivision) – Subdivision	RV				R	D	
Water heater permit			I/D				
Water softener permit			I/D				
UDC amendment	RV				R	D	
Zoning change request	RV				R	D	
Zoning change request – PUD	RV	RV			R	D	
Zoning change request – Form Based Code	RV	RV			R	D	
Zoning map amendment	RV				R	D	
Zoning verification letter	D						

A=Appeal D=Decision I=Inspection R=Recommendation RV=Review

* = If there are public improvements on site

** = If structure is within the 1911 historic district the HPC makes final decision

*** = Appeals to ZBA are made to District Court

**** = Planning Staff can administratively approve the first extension, second extension requires City Council approval

† = Includes review for services by: City Engineer, Public Works, Police

†† = If amendment to Comprehensive Plan/GGP affects the Historic District

††† = See Section 10.203.9 for administrative approval requirements

10.203.2 Amended plat

Subdivision standards are detailed in Chapter 6 (Subdivision standards).

10.203.2.1 Intent

An amended plat is required for error correction on a recorded plat, boundary changes between adjacent lots where no new lots would be created; and lot consolidation between two or more lots, where an entire plat will not be vacated.

10.203.2.2 Applicability

The amended plat process is used for the following in the city and its extraterritorial jurisdiction:

- Adjust or relocate the boundary or lot lines between one or more adjacent lots on an approved plat, where the number of lots will not increase.
- Join two or more adjacent lots on an approved plat, where the entire plat will not be vacated.
- Correct an error or omission on an approved plat.
- Show monuments set after death, disability, or retirement from practice of the engineer or surveyor charged with responsibilities for setting monuments.
- Show the proper location or character of monuments that have been changed in location, character, or shown incorrectly on an approved plat.

"Quitclaiming" land to adjacent property owners without approval through a formal subdivision review process is prohibited.



Commented [AG2]: Update

Formatted Table

10.203.7.3.2.10 a non-binding schedule for the entire development (or for each phase, if it is to be developed by phases), which shall show generally how the applicant will complete the project containing the following information:

1. The proposed order of construction by section delineated on the Regulating Plan;
2. The proposed schedule for construction of improvements to open space areas; and
3. The proposed schedule for the installation of required public streets, utilities improvements and the dedication of public rights-of-way and/or easements.

10.203.7.3.3 Site Plan Requirements: A Site Plan meeting the requirements of this District, approved TFP and Regulating Plan shall be approved prior to building permit issuance for all non single-family residential development within the District. Applications for Site Plans shall meet the submittal requirements in Section 10.203.19 in addition to the standards in this District.

10.203.7.3.3.1. The Planning Director or designee may approve minor changes to a previously approved Regulating Plan or Site Plan with the applicant's written justification for such changes. Any significant changes to and deviations from approved plans shall be regarded as an amendment to that particular plan and may be reviewed by the Director of Development Services or designee and processed per the standards established in this District. The Director of Development Services or designee shall make the determination as to whether a proposed change is minor or significant, based upon consideration of the following facts:

1. Whether the proposed change substantially alters the arrangement of component transect zones, buildings or changes the use of building space designated on the Regulating Plan;
2. Whether there is an increase in the number of residential dwelling units beyond the threshold established in the approved TFP or Regulating Plan;
3. Whether the proposed change substantially alters vehicular circulation or the placement/ arrangement of parking areas; or
4. Whether the proposed change will reduce or lessen the effectiveness of open space, landscape buffers, and edges.

10.203.7.3.4 Plot Plan Requirements: All single-family development shall refer to the development application.

10.203.8 Major subdivision (requiring both preliminary and final plat)

Subdivision standards are detailed in Chapter 6 (Subdivision standards).

10.203.8.1 Intent

A major subdivision permits the division of a parcel into two or more lots and/or tracts where public improvements such as streets will be required.

10.203.8.2 Applicability

The major subdivision process is used to subdivide legal lots, if the subdivision is not eligible for the short form subdivision (minor subdivision) process in Section 10.203.17. A Subdivision Plat is required under Section 212.004 of the Texas Local Government Code.

10.203.8.3 Criteria

Major subdivision requests are evaluated using all the following criteria:

- The newly created parcels will meet minimum lot size standards. For uses with a significant public benefit, such as a fire station, City Council may waive the minimum lot size and minimum lot width standards if the proposed use meets minimum setbacks and sewage disposal standards.

- The newly created parcels meet minimum access standards.
- The subdivision does not "cut away" a non-conforming use from an adjacent lot to increase its lifespan.
- The subdivision is compatible with existing and permitted land uses in the surrounding area.
- The subdivision preserves and/or enhances the character of Hutto.
- A conceptual plan or preliminary plat is approved for the parcel, if applicable.

10.203.8.4 Process

Refer to development application.

10.203.8.5 Conditions

The Planning and Zoning Commission and/or City Council may impose conditions on a major subdivision.

10.203.8.6 Extension

The Planning Department may grant a 1-year extension on the plat expiration. After the first extension, the Planning and Zoning Commission and City Council may grant up to two second 1-year extensions of the expiration date for major subdivisions.

10.203.9 Minor Modification

10.203.9.1 FBC Form Based Code

Minor Modification requirements are detailed above in section 10.203.7.3.2.3

10.203.9.2 OT Old Town

10.203.9.2.1 Definition

A minor modification shall be a small modification to any established standard that still meets the purpose and intent of the District but is needed to address a site specific condition or context.

10.203.9.2.2 Approval Authority

10.203.9.2.1.1 Staff Approval: Any minor modification that is 10% or less of a numerical standard shall be reviewed and approved by the Planning Director or designee.

10.203.9.2.1.2 Planning and Zoning Commission Approval: All other types of minor modifications, such as use, shall be considered by the Planning and Zoning Commission (PZ) subject to the criteria below. PZ may impose conditions on a minor modification.

Minor Modification Criteria (shall meet all the criteria below):

- The proposed use will not generate traffic levels that are higher than the adjacent roadways are designed for;
- The proposed use will not disturb nearby uses with excessive noise, lighting, or obnoxious odors;
- For new construction and redevelopment, the densities proposed and scale of the building will not conflict with that of the surrounding area;
- The proposed building and use meets the Purpose and Intent of this District, the Old Town Hutto Master Plan, and Building Design and Architectural Standards, and other adopted city policies;

10.203.25.3 Criteria

Zoning map amendment requests are evaluated using the following criteria:

- The proposed zoning is consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans.
- The proposed zoning is compatible with existing and permitted uses on properties in the neighborhood.
- Conditions in the neighborhood have changed to the extent the proposed zoning is necessary.
- The proposed zoning does not have an adverse impact on surrounding properties or the natural environment.
- The proposed zoning corrects a clerical or administrative error on the zoning map.
- The proposed zoning results in a logical and orderly development pattern.
- The proposed zoning is not merely intended to confer an economic benefit to the property owner.
- The site is a legal building lot.

Rezoning of a small parcel, intended to confer a benefit to the property owner by permitting land uses not available to, and possibly incompatible with and detrimental to surrounding properties, is prohibited.

10.203.25.4 Process

- Refer to development application.

10.203.25.5 Conditions

The Planning and Zoning Commission and/or City Council may impose conditions on a zoning map amendment. Conditional zoning or contract zoning, where the permitted land use for a lot is restricted to the use the rezoning was sought, is prohibited.

10.204 Vested development rights

10.204.1 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town Zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	Yes

10.204.2 Effective date and expiration

Vested development right establishment and expiration dates are as follows.

Process	Date Granted	Permit Expiration
Building permit	Date of complete application submittal	180 days
Certificate of appropriateness	Date of approval by Historic Preservation Commission	180 days
Final plat	Date of approval by City Council	2 years <u>1-year</u> , unless recorded, fiscal surety has been posted, and/or extension has been granted. <u>1-year extension allowed administratively, then City Council approval required.</u>



Chapter 2 Administration		§10.204 Vested development rights
Preliminary plat	Date of approval by City Council	1 year, unless final plat has been filed and/or extension has been granted.



incidental to a residential host structure. This term excludes accessory dwelling units.

10.311.7.2 Permitted locations

Residential accessory structures are permitted as an accessory use to a residential use in all districts and transect zones.

10.311.7.3 Conditions

- Residential accessory structures cannot be the primary structure on a lot.
- Accessory structures cannot have separate electrical meters or kitchen facilities.
- Accessory structures at least 200 sq. ft. must be designed so they are architecturally integrated with the host structure through building materials, architectural elements, color, roof pitch and roofing materials.
- Pre-engineered metal buildings, metal carports, shipping containers and structures based on containers cannot be used as accessory structures.

Placement and bulk standards for accessory structures are in Chapter 4 (Site design standards).

10.311.8 Satellite dish

10.311.8.1 Definition

Satellite dish: earth station antenna at least 2 ft. in diameter, used for satellite communication services.

10.311.8.2 Permitted locations

- Satellite dishes no more than 6 ft. tall, and no more than 10 ft. in diameter, used for audio and video reception and high-speed Internet access at residences, or day-to-day operation of a business or service on the property, are permitted by right in all districts and transect zones.
- Satellite dishes at least 6 ft. tall or at least 10 ft. in diameter, used in day-to-day operation of a business or service on the property, are permitted by right in the B-2 and LI districts.

10.311.8.3 Conditions

- Satellite dishes must be placed outside of the front yard, and behind the front of the house or main building, at least 10 ft. from interior and rear property lines.
- Structural bases of satellite dishes must be screened from public view and from adjoining properties by walls, fences, buildings, and/or landscape at least 6 ft. high.
- Wires and cables connected to the dish or supporting structures must be placed underground, except fires and cables flush with the surface of a building or the dish structure.
- Satellite dishes cannot have advertising or highly reflective surfaces that are visible from adjacent properties or the public right-of-way.

These standards do not apply to small (no more than 2 ft. in diameter) DBS (Dish Network, DirecTV), satellite internet, and similar dishes.

10.311.9 Swimming pool

10.311.9.1 Definition

Swimming pool: manmade water body designed for swimming and bathing. The term excludes wading pools (no more than 30 in. deep), spas and hot tubs, or pool sales.

10.311.9.2 Permitted locations

- Swimming pools shall not encroach any easements.
- Swimming pools are permitted as an accessory use in the REC, SF-R, SF-1, SF-2, MF, MH, B-1, and B-2 districts, and are permitted by special use permit in the LI district.
- Swimming pools are permitted by right as an accessory use in all transect zones.

Formatted: Font: Symbol



10.311.9.3 Conditions

Swimming pool areas must be enclosed by a screen or a fence 4 ft. - 6 ft. tall. Gates leading to the pool area from the street or adjacent properties must be self-latching to prevent uncontrolled access.

Pool placement and fence design standards are in Chapter 4 (Site design standards).

10.311.10 Vending machine

10.311.10.1 Definition

Vending machine: machine with a footprint of at least 4 sq. ft. located outside of an enclosed building, which dispenses products stored in the machine by insertion of cash, credit or debit card, tokens or similar objects. Newspaper boxes are not considered vending machines.

10.311.10.2 Permitted locations

- Vending machines are permitted by right in the B-1, B-2, LI, I, and REC districts.
- Vending machines are permitted by right in the T-5, OT-5C, and SD-A transect zones.
- Vending machines located inside an enclosed building are not regulated by this section.

10.311.10.3 Conditions

- One vending machine per 5,000 sq. ft. of host structure GFA is permitted on a site, with a maximum of ten vending machines for a property.
- Vending machines cannot obstruct pedestrian or vehicular circulation, or be located in public rights-of-way, required building setbacks, landscape areas, areas in front of the primary building on the site, drive aisles, required parking spaces, fire lanes, loading zones, or other locations that may be unsafe or create a condition detrimental to surrounding land uses and developments.
- Vending machines must be at least 100 ft. from residential zoning districts. Vending machines on sites next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments cannot have audible alerts or messages, and must be positioned so illuminated parts face away from residential and lodging uses.
- Illumination and electronic displays for a vending machine must be static, with no animation or intermittent lighting, intentional or not.

10.311.11 Wireless facility

Those most likely to refer to wireless facility are zoning and leasing consultants and RF engineers representing wireless service providers. Most other land use standards are not germane to their site selection process. For ease of reference and reproduction, the design criteria for wireless facilities are included here instead of the use specific design rules in Section 10.411.

10.311.11.1 Intent

To accommodate wireless communication needs of Hutto residents, businesses and visitors, while protecting the city's public health, safety, general welfare and visual environment, these standards for wireless facilities are established to:

- Enhance the ability to provide wireless services to city residents, businesses and visitors.
- Protect the city's environmental resources and visual environment from the potential adverse visual effects of wireless facility development, through careful design and siting standards.
- Reduce the number of towers needed to provide communications services, by requiring placement of new facilities on existing structures wherever possible, and requiring co-location of wireless providers on existing and new towers.
- Use performance standards and incentives to promote the location of wireless facilities on concealed structures and existing buildings and towers.

10.404 Lot dimensions and area

Required lot dimensions and area are:

	Zoning district										
	SF-R	SF-1	SF-1 alley load, cul-de-sac or detached garage	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I
Lot area (min)	87,120 sq. ft. (2 ac)	7,800 sq. ft.	5,500 sq. ft.	5,000 sq. ft.	4,500 sq. ft.	4,500 sq. ft.	20,000sq.ft.	217,800 sq. ft. (5 a c)	43,560 sq. ft. (1 ac)	43,560 sq. ft. (1 ac)	87,120 sq. ft. (2 ac)
Lot width at building line (min)	200 ft.	60 ft.	50 ft.	45 ft.	45 ft.	45 ft.	100 ft.	200 ft.	100 ft.	100 ft.	200 ft.

- Flag lots must have at least 50 ft. frontage along a public right-of-way.
- Width to depth ratio of lots for single household and two household dwelling developments shall be at least 1:3, as determined by the smallest rectangle enclosing the extreme limits of the lot.
- Within a townhouse development, internal lots for the purpose of individual ownership of dwellings with undivided interest in the common areas and facilities may be less than 4,500 square feet in area and have a lot width less than 45 feet.

Lot configuration standards, governing the arrangement of lots in a subdivision, are in Section 10.202.2.

10.405 Building envelope**10.405.1 General**

If there is a conflict among the setback and landscape/bufferyard standards in this code when applied to a certain site, the more restrictive standards will apply.

10.405.2 Primary and accessory structures

Default bulk standards for primary and accessory structures are as follows:

	Zoning district									
	SF-R	SF-1	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I
Front yard (min)	50 ft.	25 ft.	15 ft.	15 ft.	20 ft.	25 ft.	25 ft. MH site	5 ft.	10 ft.	25 ft.
Front yard on loop lane (min)	n/a	15 ft.	10 ft.	10 ft.	n/a	n/a	n/a	n/a	n/a	n/a
Front yard: garage door (min)	50 ft.; 40 ft. side load	25 ft.; 20 ft. side load	25 ft.; 20 ft. side load	25 ft.; 20 ft. side load	25 ft.	25 ft.	n/a	20 ft.	25 ft.	25 ft.

	Zoning district									
	SF-R	SF-1	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I
Side yard (min)	20 ft.	5 ft.	0 ft. one side, 12 ft. other	5 ft.	5 ft.; 0 ft. for common walls	15 ft.	25 ft. MH site	0 ft. for common walls or 10 ft.; from * SF-R:20 ft., SF-1:20 ft., SF-2:10 ft.	0 ft. for common walls or 10 ft.; from * SF-R:30 ft., SF-1:30 ft., SF-2:20 ft.	0 ft. for common walls or 10 ft.; from * SF-R:30 ft., SF-1:30 ft., SF-2:30 ft., MF:30 ft., MH:30 ft. or building height
Rear yard (min)	50 ft.	20 ft.	10 ft.	20 ft. (house and garage)	20 ft.	25 ft.	25 ft. MH site	25 ft.; from * SF-R:20 ft., SF-1:20 ft., SF-2:10 ft. or building height	25 ft.; from * SF-R:30 ft., SF-1:30 ft., SF-2:20 ft. or building height	25 ft.; from * SF-R:30 ft., SF-1:30 ft., SF-2:30 ft., MF:30 ft., MH:30 ft.
Side and rear yard for accessory building (min)	20 ft.	5 ft.	5 ft.	5 ft.	5 ft.; 0 ft. for common walls	15 ft.	25 ft. MH site	Same as main building	Same as main building	Same as main building
Spacing between buildings (min)	n/a	n/a	n/a	n/a	n/a	20 ft.	15 ft.	0 ft. for common walls or 20 ft.	0 ft. for common walls or 50% height of taller building, but at least 20 ft.	0 ft. for common walls or 50% height of taller building, but at least 20 ft.
Building height (max)	45 ft. / 3 stories	35 ft. / 2.5 stories	35 ft. / 2.5 stories	35 ft. / 2.5 stories	35 ft. / 3 stories	35 feet; 45 feet along Freeways, Arterials, and Major Non- Residential Collectors	1 story	35 feet	45 feet	45 feet
Building height, accessory (max)	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	1 story	15 ft.	15 ft.	15 ft.

	Zoning district									
	SF-R	SF-1	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I
• Accessory structures are prohibited between the front building line of the primary building and the public right-of-way. • The cumulative gross floor area of all accessory structures on the site may be no more than 25% of the yard where they are located. • Accessory structures must be placed at least 10 ft. or a distance equivalent to their height from primary structures on a site, whatever is lesser. • Building permitting and setback standards do not apply to accessory structures no more than 200 sq. ft. • <u>Swimming pools shall not encroach any easements.</u> * Bufferyard standards (Section 10.403.6) may affect setbacks.										

Illustrations of setbacks and yards for various lot and building configurations are included in Section 10.202.2.

10.405.3 Riparian setbacks

Minimum structural setbacks from riparian areas (edge of 100-year floodplain or delineated wetlands) are:

- Watercourses draining an area at least 0.5 square mile and having a defined bed and bank, designated 100 year flood plains, and Category 3 wetlands: 25 ft.
- Watercourses draining an area of 0.5-20 square miles, and Category 2 wetlands: 75 ft.
- Watercourses draining an area of greater than 20 square miles, and Category 1 wetlands: 125 ft.

10.405.4 Swimming pools and spas

Bulk standards for swimming pools and spas are:

- Edge of in-ground or above ground pool, and in-ground spas:
 - Must be located at least 3 ft. from any freestanding structure, and at least 5 ft. from all side and rear lot lines;
 - May not be located within a utility easement; and
 - Must be placed in a rear or side yard.
- Edge of concrete deck:
 - Must be located at least 5 ft. from all side and rear lot lines;
 - May not be located within a utility easement; and
 - Must be placed in a rear or side yard.
- Edge of wood pool deck:
 - Same as for accessory structure in underlying zoning district.

General standards for pools are in Section 10.311.9.

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration of a public hearing and possible action on the reading of an ordinance approving the annexation of Titan Innovation Business Park Phase II, 106.66 acres, more or less, of land, and to establish the base zoning as LI (Light Industrial) located at the southeast corner of Limmer Loop and Innovation Boulevard. (Ashley Lumpkin)
Meeting: City Council - 15 Oct 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The annexation process has been revised in response to recent legislative changes. The voluntary annexation process only requires one (1) public hearing and one (1) reading of the ordinance. Both actions may occur on the same date and at the same meeting.

This annexation includes two (2) properties:

Tract 1 - R020956 - 105.66 acres;

Tract 2 - R020950 - 1.0

All properties are contiguous to existing city limits and the annexation is in conformance with all annexation laws.

All properties, upon annexation, are zoned in conformance with the Future Land Use Map. This tract will be zoned Light Industrial (LI) in conformance with the industrial business park land use designation. If the property was not annexed and remained in the ETJ, the property could develop without development review from the City of Hutto, thus annexing and zoning property allows the City of Hutto to guide development and execute its adopted long-range plans.

Specifically, LI District is defined as:

The LI district is composed of land and structures used primarily to provide space for commercial enterprises involved in research and development, light manufacturing, packaging, warehousing, distribution, and skilled mechanical trades. LI zoned land should be grouped together in large, contiguous areas, close to transportation facilities but with only minimal frontage on current and future major arterials, well separated from residential areas, in locations that are not ideal or suitable for residential or commercial use according to good planning practice. LI zoning should not be considered in areas where permitted uses would potentially interfere with the creation or dynamic of a vibrant retail area, or potentially create unattractive and dysfunctional strips dominated by mechanical commercial and borderline industrial uses.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Staff recommends that the City Council approve the first and final reading of the ordinance.

ATTACHMENTS:

[\(Ord\)TIBP-Ph2Annex-106.66ac\(Ord\)](#)

[Annexation LOI- Signed](#)

[Titan Innovation Business Park Phase II Annexation](#)

[Titan - Hutto - Phase 2 - MAster Plan](#)

ORDINANCE NO. O-2020-044

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 106.66 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Hutto, Texas (the “City”) is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter, and;

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 106.66 acres, more or less, of land, being out of the Martin Strouse Survey, Abstract No. 587 in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

WHEREAS, the procedures prescribed by the Charter of the City of Hutto and the applicable laws of the State of Texas have been duly followed with respect to the Property, and;

WHEREAS, such Property is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside, and;

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens, and;

WHEREAS, and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with, and;

WHEREAS, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit “A”** should become annexed.

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

SECTION I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

SECTION II.

That the Property described in the attached **Exhibit "A"**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as LI (Light Industrial) 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 **15th** day of **October, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

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

READ, PASSED and **ADOPTED** on first reading of ordinance this **15th** day of **October, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

Titan Innovation Business Park Phase II Annexation



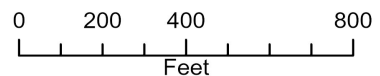
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document: (K:\Site_Location_Maps\2020_Site_Location_

Maps\Titan_Innovation_Business_Park_Phase_II.mxd)

9/23/2020 -- 1:50:42 PM

Page 6 of 9



August 27, 2020

Hand-Delivered

City of Hutto
Development Services
Attn: Ashby Grundman, Director of Planning
500 W. Live Oak Street
Hutto, TX 78634

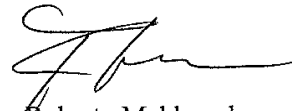
In re: Annexation/Zoning Application; Notice of Voluntary Annexation
Project: Titan Innovation Business Park Phase II
Property: 1591 Innovation Blvd., Hutto TX 78251
Property Owner: Robert Maldonado
Applicant: Titan Development, Emiliano Guerrero

Dear Ashby,

Consistent with annexation and zoning requirements regarding the above Project, this letter serves to notify the City of Hutto that I, Roberto Maldonado, intend to voluntary annex the Property located at 1591 Innovation Blvd, Hutto, TX 78251, currently within the Extraterritorial Jurisdiction of Hutto, TX, being within the Gateway Overlay (G) Zoning District, and currently zoned 'Light Industrial'.

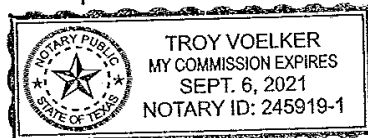
The Property consists of 103.57 acres contiguous to the existing City of Hutto city limits, contains one (1) resident, being myself, and is presently being used for agricultural purposes.

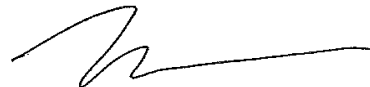
Sincerely,


Roberto Maldonado

CC: Titan Development; Emiliano Guerrero, eguerrero@titan-development.com

Subscribed and acknowledged before me on this 29th day of August, 2020, by Roberto Maldonado.





Titan Innovation Business Park Phase II Annexation



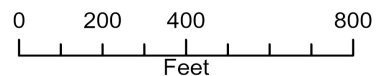
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

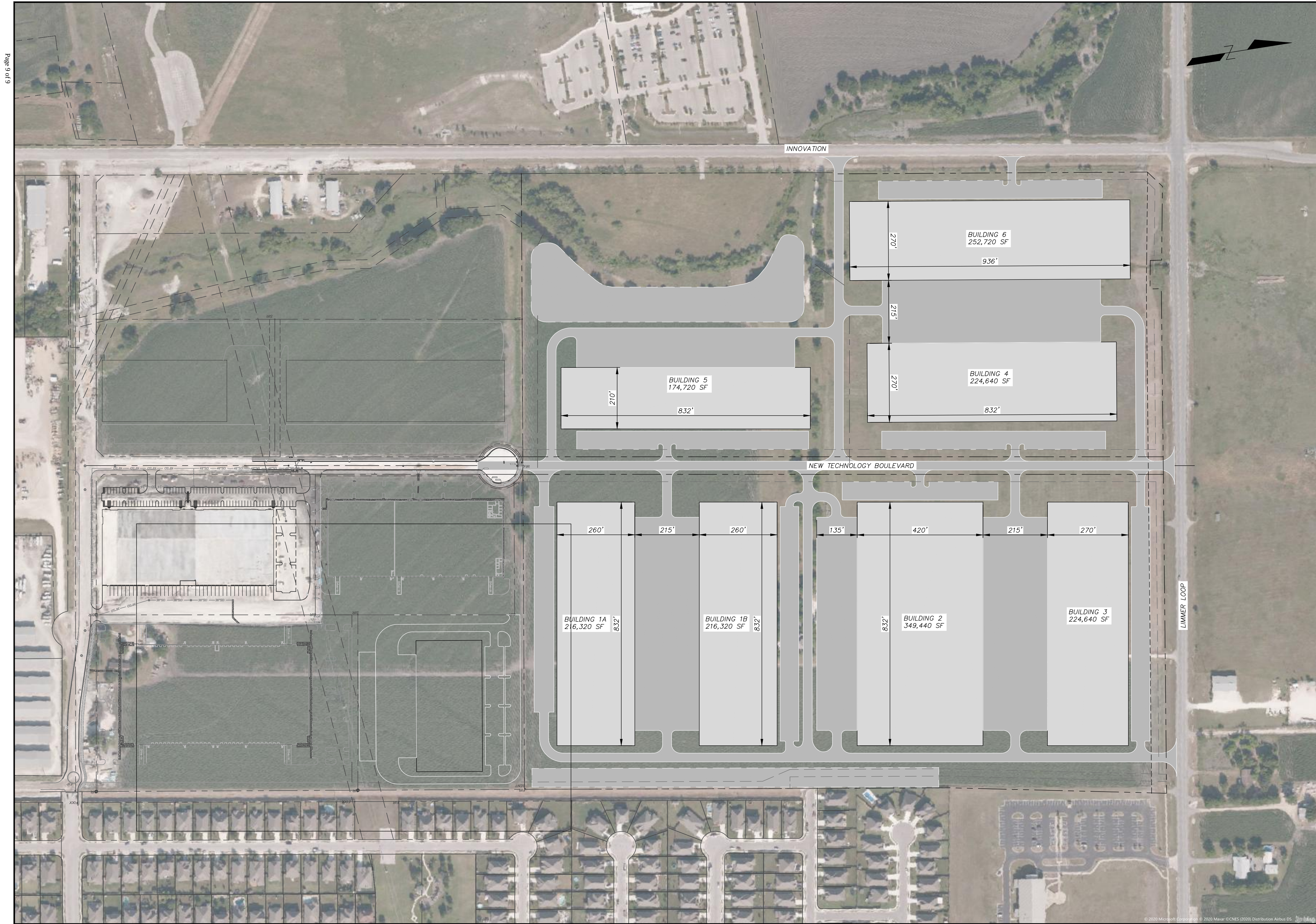
Map Document: (K:\Site_Location_Maps\2020_Site_Location_

Maps\Titan_Innovation_Business_Park_Phase_II.mxd)

9/23/2020 -- 1:50:42 PM

Page 8 of 9







INNOVATION BUSINESS PARK
PHASE II - MB - OPTION 2
SCALE - 1" = 150'

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2020-090 approving a negotiated settlement between Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's rate review mechanism.
Meeting: City Council - 15 Oct 2020
Department: Finance
Staff Contact:

BACKGROUND INFORMATION:

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of \$141.2 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to \$136.3 million, \$98.7 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$111.5 million instead of the claimed \$136.3 million. The amount of the \$111.5 million deficiency applicable to ACSC members would be \$80.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$90 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2020. This should save ratepayers approximately \$9 million such that the case is functionally equivalent to ACSC's consultants' recommendation of \$80.8 million.

The Executive Committee recommends a settlement at \$90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Resolution before November 1, 2020.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$90 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be \$15.48 or 6.56 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS.

ACSC strongly opposed the GRIP process because it constitutes piecemeal rate making by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses.

The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2020, ACSC residents will maintain a slight economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$90 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.

11. This section provides for an effective date upon passage. December 1, 2020 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a rate making perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.2 million in additional system-wide revenues, the RRM settlement at \$90 million for ACSC Cities reflects substantial savings to ACSC Cities.

ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$81 million. Settlement at \$90 million (equivalent to \$81 million with a two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before November 1, 2020. New rates become effective December 1, 2020.

ATTACHMENTS:

[2020 Atmos Mid-Tex RRM Model Staff Report Attachments](#)
[R-2020-090 Atmos Mid-Tex RRM Settlement Resolution \(002\)](#)
[2020 Atmos Mid-Tex RRM Settlement Resolution Attachments](#)

**Attachment 1 to
Model Staff Report**

2020 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class	Current	Proposed	Bills	Ccf/Mmbtu	Current Revenues	Proposed Revenues	Increase
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Residential							
2	Customer Charge	\$ 19.55	\$ 20.25	13,644,834		\$ 266,756,505	\$ 276,307,889	
3	Consumption Charge	0.17423	0.26651		608,491,998	106,017,561	162,169,202	
4	Revenue Related Taxes					26,692,882	31,397,617	
5	Total Class Revenue					\$ 399,466,948	\$ 469,874,708	\$ 70,407,760
6								
7	Commercial							
8	Customer Charge	\$ 46.50	\$ 54.50	1,115,081		\$ 51,851,267	\$ 60,771,915	
9	Consumption Charge	0.09924	0.11728		398,510,866	39,548,218	46,737,354	
10	Revenue Related Taxes					6,544,757	7,698,315	
11	Total Class Revenue					\$ 97,944,242	\$ 115,207,584	\$ 17,263,342
12								
13	Industrial & Transportation							
14	Customer Charge	\$ 845.50	\$ 1,014.50	7,272		\$ 6,148,476	\$ 7,377,444	
15	Consumption Charge Tier 1	\$ 0.3572	\$ 0.4157		7,769,155	2,775,142	3,229,638	
16	Consumption Charge Tier 2	\$ 0.2616	\$ 0.3044		8,666,094	2,267,050	2,637,959	
17	Consumption Charge Tier 3	\$ 0.0561	\$ 0.0653		13,696,172	768,355	894,360	
18	Revenue Related Taxes					856,339	1,012,467	
19	Total Class Revenue					\$ 12,815,362	\$ 15,151,868	\$ 2,336,505
20								
21	Total Excluding Other Revenue					\$ 510,226,552	\$ 600,234,159	\$ 90,007,608
22								
23								
24	Revenue Related Tax Factor	7.1606%						

**Attachment 2
to 2020 RRM Staff Report
Bill Impact**

Page 129 of 198

Page 7 of 28

[illegible]

**Attachment 3
to 2020 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE RATE COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019**

	ACSC Settled	DARR Filing	ATM Filing	Environs Filing
Cust Charge	\$20.25	\$23.75	\$26.40	\$24.60
Monthly Ccf	44.5	44.5	44.5	44.5
Cons Charge	\$0.26651	\$0.19336	\$0.14846	\$0.18653
Average Mo Bill	\$32.11	\$32.35	\$33.01	\$32.90
		-\$0.24	-\$0.90	-\$0.79

RESOLUTION NO. R-2020-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Hutto, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

RESOLUTION NO. R-2020-090

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two-month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants' Report, which was \$81 million; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

RESOLUTION NO. R-2020-090

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

RESOLUTION NO. R-2020-090

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General

RESOLUTION NO. R-2020-090

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on this 15th day of October by a vote of _____ (*ayes*) to
_____ (*nays*) to _____ (*abstentions*) of the City Council of Hutto, Texas.

CITY OF HUTTO

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

Exhibit A
to 2020 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2020

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.26651 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 54.50 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 54.52 per month
Commodity Charge – All Ccf	\$ 0.11728 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_{ij} = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.73	0.1545	94.79	0.7284
Austin	9.53	0.1489	211.76	0.9405
Dallas	15.77	0.1792	199.74	0.9385
Waco	9.99	0.1341	145.27	0.7110
Wichita Falls	11.61	0.1402	120.34	0.5747

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2020 RRM Resolution or Ordinance

Mid-Tex
2020 Benchmark for Pensions
and Retiree Benefits

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2019**

Line No.	Description	Shared Services		Mid-Tex Direct		Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 3,460,135	\$ 3,695,384	\$ 6,132,704	\$ 280,578	\$ 4,992,449
2	Allocation to Mid-Tex	43.29%	43.29%	76.59%	100.00%	76.59%
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744
6						\$ 11,898,774
7						
8	Summary of Costs to Approve (1):					
9						
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.55%	79.55%	37.83%	11.67%	37.83%
11						
12	Total Pension Account Plan	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 2,968,466
13	Total Post-Employment Benefit Plan					\$ 2,719,060
14	Total Supplemental Executive Benefit Plan				\$ 32,754	\$ 32,754
15	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 5,720,280
16						
17						

- Notes:
1. Studies not applicable to Mid-Tex or Shared Services are omitted.
 2. Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C
to 2020 RRM Resolution or Ordinance

Mid-Tex 2020 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2019
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount (2)	Corrected Balance for December 31, 2017 (3)
	(a)	(b)	(c)	(d)	(e)
1	2017		\$ -	\$ 292,268,881	\$ 292,268,881
2	2018	292,268,881	12,075,562	280,193,319	
3	2019	280,193,319	12,085,165	268,108,155	
4	2020	268,108,155	11,171,173	256,936,982	
5	2021	256,936,982	11,171,173	245,765,809	
6	2022	245,765,809	11,171,173	234,594,635	
7	2023	234,594,635	11,171,173	223,423,462	
8	2024	223,423,462	11,171,173	212,252,289	
9	2025	212,252,289	11,171,173	201,081,116	
10	2026	201,081,116	11,171,173	189,909,943	
11	2027	189,909,943	11,171,173	178,738,770	
12	2028	178,738,770	11,171,173	167,567,597	
13	2029	167,567,597	11,171,173	156,396,424	
14	2030	156,396,424	11,171,173	145,225,251	
15	2031	145,225,251	11,171,173	134,054,077	
16	2032	134,054,077	11,171,173	122,882,904	
17	2033	122,882,904	11,171,173	111,711,731	
18	2034	111,711,731	11,171,173	100,540,558	
19	2035	100,540,558	11,171,173	89,369,385	
20	2036	89,369,385	11,171,173	78,198,212	
21	2037	78,198,212	11,171,173	67,027,039	
22	2038	67,027,039	11,171,173	55,855,866	
23	2039	55,855,866	11,171,173	44,684,692	
24	2040	44,684,692	11,171,173	33,513,519	
25	2041	33,513,519	11,171,173	22,342,346	
26	2042	22,342,346	11,171,173	11,171,173	
27	2043	11,171,173	11,171,173	(0)	

29	Revenue Related Tax Factor	7.16%	See WP_F-5.1
	Revenue Related Taxes on Annual		Amortization * Tax
30	Amortization	\$ 799,924	Factor
31	Amortization Including Revenue	<u>\$ 11,971,097</u>	Amortization + Taxes

Notes:

1. The annual amortization of a 26 year recovery period is based on the Reverse South Georgia Method.
2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.
3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.

**Attachment 1 to
Model Staff Report**

2020 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class	Current	Proposed	Bills	Ccf/Mmbtu	Current Revenues	Proposed Revenues	Increase
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Residential							
2	Customer Charge	\$ 19.55	\$ 20.25	13,644,834		\$ 266,756,505	\$ 276,307,889	
3	Consumption Charge	0.17423	0.26651		608,491,998	106,017,561	162,169,202	
4	Revenue Related Taxes					26,692,882	31,397,617	
5	Total Class Revenue					\$ 399,466,948	\$ 469,874,708	\$ 70,407,760
6								
7	Commercial							
8	Customer Charge	\$ 46.50	\$ 54.50	1,115,081		\$ 51,851,267	\$ 60,771,915	
9	Consumption Charge	0.09924	0.11728		398,510,866	39,548,218	46,737,354	
10	Revenue Related Taxes					6,544,757	7,698,315	
11	Total Class Revenue					\$ 97,944,242	\$ 115,207,584	\$ 17,263,342
12								
13	Industrial & Transportation							
14	Customer Charge	\$ 845.50	\$ 1,014.50	7,272		\$ 6,148,476	\$ 7,377,444	
15	Consumption Charge Tier 1	\$ 0.3572	\$ 0.4157		7,769,155	2,775,142	3,229,638	
16	Consumption Charge Tier 2	\$ 0.2616	\$ 0.3044		8,666,094	2,267,050	2,637,959	
17	Consumption Charge Tier 3	\$ 0.0561	\$ 0.0653		13,696,172	768,355	894,360	
18	Revenue Related Taxes					856,339	1,012,467	
19	Total Class Revenue					\$ 12,815,362	\$ 15,151,868	\$ 2,336,505
20								
21	Total Excluding Other Revenue					\$ 510,226,552	\$ 600,234,159	\$ 90,007,608
22								
23								
24	Revenue Related Tax Factor	7.1606%						

**Attachment 2
to 2020 RRM Staff Report
Bill Impact**

Page 154 of 198

[illegible]

[illegible]

**Attachment 3
to 2020 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE RATE COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019**

	ACSC Settled	DARR Filing	ATM Filing	Environs Filing
Cust Charge	\$20.25	\$23.75	\$26.40	\$24.60
Monthly Ccf	44.5	44.5	44.5	44.5
Cons Charge	\$0.26651	\$0.19336	\$0.14846	\$0.18653
Average Mo Bill	\$32.11	\$32.35	\$33.01	\$32.90
		-\$0.24	-\$0.90	-\$0.79

RESOLUTION NO. R-2020-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Hutto, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

RESOLUTION NO. R-2020-090

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two-month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants' Report, which was \$81 million; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

RESOLUTION NO. R-2020-090

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

RESOLUTION NO. R-2020-090

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General

RESOLUTION NO. R-2020-090

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on this 15th day of October by a vote of _____ (*ayes*) to
_____ (*nays*) to _____ (*abstentions*) of the City Council of Hutto, Texas.

CITY OF HUTTO

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

Exhibit A
to 2020 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2020

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.26651 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 54.50 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 54.52 per month
Commodity Charge – All Ccf	\$ 0.11728 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_{ij} = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.73	0.1545	94.79	0.7284
Austin	9.53	0.1489	211.76	0.9405
Dallas	15.77	0.1792	199.74	0.9385
Waco	9.99	0.1341	145.27	0.7110
Wichita Falls	11.61	0.1402	120.34	0.5747

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2020 RRM Resolution or Ordinance

Mid-Tex
2020 Benchmark for Pensions
and Retiree Benefits

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2019**

Line No.	Description	Shared Services		Mid-Tex Direct		Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 3,460,135	\$ 3,695,384	\$ 6,132,704	\$ 280,578	\$ 4,992,449
2	Allocation to Mid-Tex	43.29%	43.29%	76.59%	100.00%	76.59%
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744
6						\$ 11,898,774
7						
8	Summary of Costs to Approve (1):					
9						
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.55%	79.55%	37.83%	11.67%	37.83%
11						
12	Total Pension Account Plan	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 2,968,466
13	Total Post-Employment Benefit Plan					\$ 2,719,060
14	Total Supplemental Executive Benefit Plan				\$ 32,754	\$ 32,754
15	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 5,720,280
16						
17						

- Notes:
- Studies not applicable to Mid-Tex or Shared Services are omitted.
 - Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
 - SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C
to 2020 RRM Resolution or Ordinance

Mid-Tex 2020 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2019
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount (2)	Corrected Balance for December 31, 2017 (3)
	(a)	(b)	(c)	(d)	(e)
1	2017		\$ -	\$ 292,268,881	\$ 292,268,881
2	2018	292,268,881	12,075,562	280,193,319	
3	2019	280,193,319	12,085,165	268,108,155	
4	2020	268,108,155	11,171,173	256,936,982	
5	2021	256,936,982	11,171,173	245,765,809	
6	2022	245,765,809	11,171,173	234,594,635	
7	2023	234,594,635	11,171,173	223,423,462	
8	2024	223,423,462	11,171,173	212,252,289	
9	2025	212,252,289	11,171,173	201,081,116	
10	2026	201,081,116	11,171,173	189,909,943	
11	2027	189,909,943	11,171,173	178,738,770	
12	2028	178,738,770	11,171,173	167,567,597	
13	2029	167,567,597	11,171,173	156,396,424	
14	2030	156,396,424	11,171,173	145,225,251	
15	2031	145,225,251	11,171,173	134,054,077	
16	2032	134,054,077	11,171,173	122,882,904	
17	2033	122,882,904	11,171,173	111,711,731	
18	2034	111,711,731	11,171,173	100,540,558	
19	2035	100,540,558	11,171,173	89,369,385	
20	2036	89,369,385	11,171,173	78,198,212	
21	2037	78,198,212	11,171,173	67,027,039	
22	2038	67,027,039	11,171,173	55,855,866	
23	2039	55,855,866	11,171,173	44,684,692	
24	2040	44,684,692	11,171,173	33,513,519	
25	2041	33,513,519	11,171,173	22,342,346	
26	2042	22,342,346	11,171,173	11,171,173	
27	2043	11,171,173	11,171,173	(0)	
28					
29	Revenue Related Tax Factor		7.16%	See WP_F-5.1	
	Revenue Related Taxes on Annual			Amortization * Tax	
30	Amortization		\$ 799,924	Factor	
31	Amortization Including Revenue		<u>\$ 11,971,097</u>	Amortization + Taxes	

32
33 Notes:

- 34 1. The annual amortization of a 26 year recovery period is based on the
35 Reverse South Georgia Method.
36 2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.
37 3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.

RESOLUTION NO. R-2020-091

**A RESOLUTION FOR THE CITY OF HUTTO, TEXAS
APPROVING CHANGES TO THE AUTHORIZED
REPRESENTATIVES FOR THE CITY'S TEXPOOL
ACCOUNT(S); FINDING THAT THE MEETING COMPLIES
WITH THE OPEN MEETINGS ACT; MAKING OTHER
FINDINGS AND PROVISIONS RELATED TO THE SUBJECT;
AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, the City of Hutto is a local government of the State of Texas and is empowered to delegate public funds investment pool the authority to invest funds and to act as a custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

This resolution shall become effective from and after its passage.

PASSED AND APPROVED this **15th** day of the month of **October, 2020**.

ATTESTED:

Doug Gaul, Mayor

Holly Nagy, City Secretary

RESOLUTION NO. R-2020-092

**A RESOLUTION FOR THE CITY OF HUTTO, TEXAS
APPROVING CHANGES TO THE AUTHORIZED
REPRESENTATIVES FOR THE CITY'S BANCORP
ACCOUNT(S); FINDING THAT THE MEETING COMPLIES
WITH THE OPEN MEETINGS ACT; MAKING OTHER
FINDINGS AND PROVISIONS RELATED TO THE SUBJECT;
AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, the City of Hutto has an authorized depository services contract with Bancorp F.K.A. First State Bank of Central Texas.

WHEREAS, the City has received banking services and a depository account for its funds that provides for those funds to have the highest level of safety, liquidity and return while receiving suitable banking services at a reasonable charge; and

WHEREAS, the Bank is willing to continue to provide such banking services and to act as a depository for City funds while providing full collateral satisfactory to the City in accordance with the Public Funds Investment Act; and

WHEREAS, the Bank and the City wishes to continue its depository relationship at the terms in the original contract.

WHEREAS, the Hutto City Council met and agreed to add the following individuals as signers to the City's depository accounts:

Warren A. Hutmacher, City Manager

This resolution shall become effective from and after its passage.

PASSED AND APPROVED this **15th** day of the month of **October, 2020**.

ATTESTED:

Doug Gaul, Mayor

Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT



To: City Council

Subject: Discussion and Possible action on a Resolution awarding the Lakeside Estates Lift Station decommissioning project to Bell Contractors, Inc and to direct the City Manager to execute contract documents with Bell Contractors, Inc. and to negotiate with developers of Covered Bridge and Southgate developments regarding an agreement for the funding of the project. (Samuel Ray)

Meeting: City Council - 15 Oct 2020

Department: Engineering

Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

On October 5th 2020 the City of Hutto opened bids for the proposed Lakeside Estates Lift Station Abandonment project. Three bid proposals were received with base bids ranging from \$1,372,497.11 to \$2,350,960.00. The project engineer's DCS Engineering have provided a recommendation to award contract to the low bidder Bell Contractors, Inc. which includes a tabulation of the three bids.

FINANCIAL IMPACT:

Total construction cost of this project has a base bid cost of \$1,372,497.11

POLICY IMPLICATIONS:

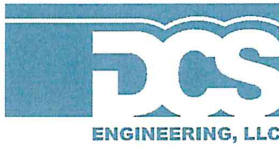
Project aligns with strategic goals of Infrastructure and Growth as well as Fiscal Responsibility

RECOMMENDATION:

Staff Recommends Approval

ATTACHMENTS:

[2020.10.06_Recommendation Letter](#)



DCS Engineering, LLC
1101 S. Capital of Texas Highway
Building G-100
Austin, Texas 78746
Tel: (512) 614-6171
T.B.P.E. Firm No F- 13162
www.DCS-Engineering.com

October 6, 2020

Mr. Samuel Ray, P.E.
Director of Engineering
City of Hutto - Engineering Department
500 W. Live Oak Street
Hutto, TX 78634

Ref: City of Hutto – Lakeside Estates Lift Station Abandonment
Recommendation to Award Contract
DCS Project No. 20101400

Dear Mr. Ray:

On October 5, 2020, DCS Engineering (DCS) assisted the City of Hutto in opening bids for the above referenced project. Three bid proposals were received with Base Bid prices ranging from \$1,372,497.11 to \$2,350,960.00; and Alternate Bid No. 1 prices ranging from \$1,436,358.71 to \$2,442,060.00 which utilized flood tight hatches in-lieu of the City's standard flood tight manhole lids, both of which are TCEQ compliant. The prices for the Alternate Bid No. 2 ranged from \$55,538.27 to \$118,500.00 for installation of concrete area pavement to convert the Lakeside Lift Station fenced site into a facility storage and maintenance area. A tabulation of the bids received is attached.

The budgeted amount for this project was \$1,800,000 in the City's CIP list; and the final engineer's opinion of most probable construction cost was \$1,921,000. The low bidder for the Base Bid is Bell Contractors, Inc. from Belton, Texas with a bid of \$1,372,497.11. DCS has reviewed the bid proposal submitted by Bell Contractors, Inc. and found two mathematical errors resulting in a total cost increase of \$7.98 which is reflected in the above mentioned Base Bid amount of \$1,372,497.11. The bid proposal submitted by Bell Contractors, Inc. is otherwise accurate and complete. DCS has worked with Bell Contractors, Inc. in the past and has had positive experiences. Based on the information presented, we recommend that the City accept Bell Contractors, Inc. Base Bid amount of \$1,372,497.11 for decommissioning the existing Lakeside Estates Lift Station and installing approximately 8,700 ft of 12", 15", and 18" wastewater interceptor pipe.

With regard to Alternate Bid No. 1, DCS does not recommend exercising the option contained in Alternate Bid No. 1 for installing flood tight hatches in-lieu of the City's standard flood tight manhole lids, both of which are TCEQ compliant. We recommend the City install its standard flood tight hatches for this project. With regard to Alternate Bid No. 2, installation of the concrete area pavement inside the fenced area at the Lakeside Lift Station may be selected by the City as it deems appropriate for the City's long term operation and maintenance needs. If the City selects Alternate Bid No. 2, this item will add a cost of \$54,866.27 to the project for Base Bid plus Alternate Bid No. 2 cost of \$1,427,363.38.

Mr. Samuel Ray, P.E.
October 6, 2020
Page 2 of 2

If you have any questions, please call me at (512) 614-6171.

Sincerely,

DCS Engineering, LLC



Darren C Strozewski, P.E.
Principal

Enclosures



City of Hutto
Lakeside Estates Lift Station Abandonment
Bids Opened: 10/05/2020 at 11:00 am

BID TABULATION				Bell Contractors, Inc.			Underground Water Solutions, Co			Spiess Construction Co., Inc.		
Bid Proposal Form (Y/N)				Y			Y			Y		
Addenda Acknowledged (Y/N)				Y			Y			Y		
Bid Security (Y/N)				Y			Y			Y		
Bidder's Questionnaire (Y/N)				Y			Y			Y		
Page 4 of 6	Base Bid Items:											
	Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount		
	GENERAL PROJECT ITEMS:											
	1	Mobilization (maximum 5% of total Bid)	1	LS	\$ 49,644.61	\$ 49,644.61	\$ 48,000.00	\$ 48,000.00	\$ 105,000.00	\$ 105,000.00		
	INTERCEPTOR ITEMS:											
	2	Furnish and Install 12" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 0-10 ft., Complete in Place:	697	LF	\$ 39.16	\$ 27,294.52	\$ 55.00	\$ 38,335.00	\$ 115.00	\$ 80,155.00		
	3	Furnish and Install 12" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 10-15 ft., Complete in Place:	551	LF	\$ 44.93	\$ 24,756.43	\$ 64.00	\$ 35,264.00	\$ 125.00	\$ 68,875.00		
	4	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 0-10 ft., Complete in Place:	2,106	LF	\$ 62.35	\$ 131,309.10	\$ 64.00	\$ 134,784.00	\$ 122.00	\$ 256,932.00		
	5	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 10-15 ft., Complete in Place:	1,369	LF	\$ 64.56	\$ 88,382.64	\$ 70.00	\$ 95,830.00	\$ 132.00	\$ 180,708.00		
	6	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 15-20 ft., Complete in Place:	202	LF	\$ 65.42	\$ 13,214.84	\$ 100.00	\$ 20,200.00	\$ 142.00	\$ 28,684.00		
	7	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe in rock including rock excavation, bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 15-20 ft., Complete in Place:	202	LF	\$ 76.62	\$ 15,477.24	\$ 123.00	\$ 24,846.00	\$ 142.00	\$ 28,684.00		
	8	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 20-25 ft., Complete in Place:	120	LF	\$ 82.43	\$ 9,891.60	\$ 135.00	\$ 16,200.00	\$ 175.00	\$ 21,000.00		
9	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe in rock including rock excavation, bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 20-25 ft., Complete in Place:	120	LF	\$ 88.03	\$ 10,563.60	\$ 197.00	\$ 23,640.00	\$ 175.00	\$ 21,000.00			
10	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 25-36 ft., Complete in Place:	300	LF	\$ 104.36	\$ 31,308.00	\$ 148.00	\$ 44,400.00	\$ 200.00	\$ 60,000.00			
11	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe in rock including rock excavation, bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 25-36 ft., Complete in Place:	300	LF	\$ 121.16	\$ 36,348.00	\$ 221.00	\$ 66,300.00	\$ 200.00	\$ 60,000.00			



City of Hutto
Lakeside Estates Lift Station Abandonment
Bids Opened: 10/05/2020 at 11:00 am

Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
12	Furnish and Install 18" PS 115 (ASTM F679) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 0-10 ft., Complete in Place:	640	LF	\$ 69.26	\$ 44,326.40	\$ 72.00	\$ 46,080.00	\$ 155.00	\$ 99,200.00
		992	LF	\$ 73.65	\$ 73,060.80	\$ 80.00	\$ 79,360.00	\$ 175.00	\$ 173,600.00
14	Furnish and Install 18" PS 115 (ASTM F679) PVC Pipe under existing roadway including sawcutting exist asphalt, bedding and asphalt restoration per Detail WW-17, Drawing 03C-04, pipeline trench collars per Detail 3, Drawing 03C-04, tracer tape, and appurtenances, Depth 10-15 ft., Complete in Place:	1,038	LF	\$ 169.12	\$ 175,546.56	\$ 223.00	\$ 231,474.00	\$ 255.00	\$ 264,690.00
15	Furnish and Install 12" AWWA C-900 PVC Pipe (DR25 165 psi) with bedding per Detail WW-17, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 10-15 ft., as shown on plans, Complete in Place:	29	LF	\$ 194.89	\$ 5,651.81	\$ 135.00	\$ 3,915.00	\$ 150.00	\$ 4,350.00
16	Furnish and Install 18" AWWA C-905 PVC Pipe (DR25 165 psi) with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 10-15 ft., as shown on plans, Complete in Place:	64	LF	\$ 349.00	\$ 22,336.00	\$ 300.00	\$ 19,200.00	\$ 180.00	\$ 11,520.00
17	Furnish and Install 30-inch steel casing pipe (1/2" wall thickness) by bore and jack, not including carrier pipe, including groundwater and surface water dewatering, access pits and appurtenances, Complete in Place:	109	LF	\$ 663.04	\$ 72,271.36	\$ 1,700.00	\$ 185,300.00	\$ 1,450.00	\$ 158,050.00
18	Furnish and Install 30-inch steel casing pipe (1/2" wall thickness) by open-cut, not including carrier pipe, including groundwater and surface water dewatering and appurtenances, Complete in Place:	93	LF	\$ 211.33	\$ 19,653.69	\$ 220.00	\$ 20,460.00	\$ 300.00	\$ 27,900.00
19	Furnish and Install Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, including dewatering and appurtenances for Depth 0-10 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	8	EA	\$ 4,910.56	\$ 39,284.48	\$ 6,880.00	\$ 55,040.00	\$ 7,000.00	\$ 56,000.00
20	Furnish and Install Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, including dewatering and appurtenances for Depth 10-16 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	20	EA	\$ 6,600.70	\$ 132,014.00	\$ 8,395.00	\$ 167,900.00	\$ 9,500.00	\$ 190,000.00
21	Furnish and Install a Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, with calculations signed and sealed by a state of Texas licensed engineer, including dewatering and appurtenances for Depth 31 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	1	EA	\$ 16,071.29	\$ 16,071.29	\$ 19,905.00	\$ 19,905.00	\$ 19,500.00	\$ 19,500.00
22	Furnish and Install a Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, with calculations signed and sealed by a state of Texas licensed engineer, including dewatering and appurtenances for Depth 36 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	1	EA	\$ 16,827.29	\$ 16,827.29	\$ 23,360.00	\$ 23,360.00	\$ 21,500.00	\$ 21,500.00
23	Furnish and Install Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover around the existing 12" Wastewater Line, including cutting and tying existing 12", dewatering, and appurtenances for Depth 15 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	1	EA	\$ 8,841.71	\$ 8,841.71	\$ 12,250.00	\$ 12,250.00	\$ 16,500.00	\$ 16,500.00
24	Furnish and Install all Materials, Labor and Equipment to Core Existing Manhole and Connect Proposed Pipeline including reshaping invert channel and recoating interior surface per plans and specifications, Complete in Place:	2	EA	\$ 7,630.00	\$ 15,260.00	\$ 7,174.00	\$ 14,348.00	\$ 10,000.00	\$ 20,000.00
25	Furnish and Install all Materials, Labor, and Equipment to Demolish Existing 4' Manhole per plans, Complete in Place:	1	EA	\$ 2,095.40	\$ 2,095.40	\$ 3,625.00	\$ 3,625.00	\$ 2,500.00	\$ 2,500.00
26	Furnish and Install all Materials, Labor and Equipment to Connect Existing 6" Wastewater Line to Proposed Manhole per plans, Complete in Place:	1	LS	\$ 1,736.00	\$ 1,736.00	\$ 5,950.00	\$ 5,950.00	\$ 6,000.00	\$ 6,000.00



City of Hutto
Lakeside Estates Lift Station Abandonment
Bids Opened: 10/05/2020 at 11:00 am

Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
27	Furnish and Install all Materials, Labor and Equipment to Demolish Existing 6" Wastewater Line per plans, Complete in Place:	191	LF	\$ 5.60	\$ 1,069.60	\$ 20.00	\$ 3,820.00	\$ 10.00	\$ 1,910.00
28	Furnish and Install Manhole Vent with Check Valve per Detail WW-18, Drawing 03C-04, Complete in Place:	4	EA	\$ 5,582.07	\$ 22,328.28	\$ 5,680.00	\$ 22,720.00	\$ 7,500.00	\$ 30,000.00
29	Furnish and Install Manhole Vent with Check Valve per Detail 2, Drawing 03C-05A, Complete in Place:	3	EA	\$ 4,714.07	\$ 14,142.21	\$ 4,860.00	\$ 14,580.00	\$ 4,500.00	\$ 13,500.00
30	Furnish and Install Standard Manhole External Drop Connection, up to 3 feet of drop, Complete in Place:	1	EA	\$ 2,616.32	\$ 2,616.32	\$ 6,530.00	\$ 6,530.00	\$ 8,500.00	\$ 8,500.00
31	Furnish and Install Concrete Trench Cap, complete in place per Detail W-16, Drawing 03C-03.	0.47	CY	\$ 614.53	\$ 288.83	\$ 2,900.00	\$ 1,363.00	\$ 500.00	\$ 235.00
32	Furnish and Install 3 cy of 300 psi Flowable Fill Encasement, Complete in Place:	4	EA	\$ 133.55	\$ 534.20	\$ 1,272.00	\$ 5,088.00	\$ 200.00	\$ 800.00
33	Furnish and Install 1' Concrete Encasement per Detail 1, Drawing 03C-04, Complete in Place:	44	CY	\$ 66.63	\$ 2,931.72	\$ 278.00	\$ 12,232.00	\$ 1,000.00	\$ 44,000.00
34	Furnish all Materials, Labor, and Equipment to Remove and Replace Existing Concrete Sidewalk Damaged During Construction per plans, Complete in Place:	67	SY	\$ 78.40	\$ 5,252.80	\$ 72.00	\$ 4,824.00	\$ 100.00	\$ 6,700.00
35	Furnish all Materials, Labor, and Equipment to Remove and Replace existing gravel driveway and sidewalk damaged during construction per plans, Complete in Place:	48	SY	\$ 5.60	\$ 268.80	\$ 165.00	\$ 7,920.00	\$ 20.00	\$ 960.00
36	Furnish, Install, Maintain and Remove Temporary Chain Link Fencing around contractor's lay down area, Complete in Place:	765	LF	\$ 5.64	\$ 4,314.60	\$ 13.00	\$ 9,945.00	\$ 20.00	\$ 15,300.00
LAKESIDE ESTATES LIFT STATION ITEMS:									
37	Salvage, remove, and transport to City's Maintenance Building exist pumps with floats, automatic transfer switch, 100kW propane generator, propane storage tank, jib crane, electrical cabinets/control panels, valves including associated labor, materials, and equipment per Series 100 Drawings, Complete in place:	1	LS	\$ 33,600.00	\$ 33,600.00	\$ 8,692.00	\$ 8,692.00	\$ 20,000.00	\$ 20,000.00
38	Demolish Exist Lift Station and appurtenances, concrete pads, and odor control system per Series 100 Drawings, including adjustments to exist manhole, installing flowable fill in abandoned pipe, and site restoration, Complete in place:	1	LS	\$ 34,045.42	\$ 34,045.42	\$ 8,200.00	\$ 8,200.00	\$ 15,000.00	\$ 15,000.00
39	Furnish and install hydromulch in disturbed areas upon demolition completion per Keynotes 7 and 13, Drawing 01X-01, Complete in place:	400	SY	\$ 1.68	\$ 672.00	\$ 14.00	\$ 5,600.00	\$ 2.00	\$ 800.00
GENERAL ITEMS:									
40	Clearing and Grubbing as necessary, basis of area is 20' wide x 7,700' and construction laydown areas shown on drawing 00G-07 including demolition of trees as shown on the plans, Complete in Place:	4.29	AC	\$ 8,232.00	\$ 35,315.28	\$ 4,380.00	\$ 18,790.20	\$ 6,000.00	\$ 25,740.00
41	Pollution Prevention Implementation including Storm Water Pollution Prevention Plan, Maintenance, permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place:	1	LS	\$ 1,680.00	\$ 1,680.00	\$ 6,638.00	\$ 6,638.00	\$ 9,000.00	\$ 9,000.00
42	Furnish, Install, Maintain and Remove Concrete Washout per Detail 3, Drawing 03C-02, Complete in Place:	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 3,730.00	\$ 3,730.00	\$ 1,500.00	\$ 1,500.00
43	Furnish, Install, Maintain and Remove stabilized construction access as shown on plans, Complete in Place:	3	EA	\$ 616.00	\$ 1,848.00	\$ 4,900.00	\$ 14,700.00	\$ 2,000.00	\$ 6,000.00
44	Furnish, Install, Maintain and Remove Filter Fabric Fence with or without J-Hooks per Detail 2, Drawing 03C-02, and Specifications, Complete in Place:	7,936	LF	\$ 1.40	\$ 11,110.40	\$ 4.00	\$ 31,744.00	\$ 2.00	\$ 15,872.00
45	Furnish, Install, Maintain, and Remove Wood Slats Fence Tree Protection, Complete in Place:	8	EA	\$ 296.80	\$ 2,374.40	\$ 450.00	\$ 3,600.00	\$ 1,000.00	\$ 8,000.00
46	Furnish, Install, Maintain, and Remove Chain Link Tree Protection, Complete in Place:	390	LF	\$ 3.92	\$ 1,528.80	\$ 18.00	\$ 7,020.00	\$ 3.00	\$ 1,170.00
47	Remove and Replace 3-Stranded Barbwire Fence Where Shown on Plans, Complete in Place:	71	LF	\$ 22.40	\$ 1,590.40	\$ 50.00	\$ 3,550.00	\$ 15.00	\$ 1,065.00
48	Furnish and Install Curb Inlet Protection per plans and specifications prior to construction beginning, Complete in Place:	13	EA	\$ 134.40	\$ 1,747.20	\$ 290.00	\$ 3,770.00	\$ 100.00	\$ 1,300.00
49	Furnish, Install, Maintain and Remove Rock Berms per Plans and Specifications, Complete in Place:	85	LF	\$ 35.84	\$ 3,046.40	\$ 66.00	\$ 5,610.00	\$ 20.00	\$ 1,700.00

City of Hutto
Lakeside Estates Lift Station Abandonment
Bids Opened: 10/05/2020 at 11:00 am

Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Page 7 of 8	50 Furnish and Install Hydromulch seeding per plans and specifications. Basis of area is 20' wide X 7,700' and Construction Laydown Area shown on Drawing 00G-07. Contractor shall restore additional areas disturbed at his cost, Complete in Place:	4.29	AC	\$ 2,240.00	\$ 9,609.60	\$ 5,800.00	\$ 24,882.00	\$ 3,000.00	\$ 12,870.00
	51 Furnish, Install, and Maintain watering and/or temporary irrigation system until revegetation is established per City specifications, Complete in Place:	4.29	AC	\$ 1,400.00	\$ 6,006.00	\$ 14,600.00	\$ 62,634.00	\$ 2,000.00	\$ 8,580.00
	52 Furnish and Install Trench Safety System for Wastewater Line construction, Complete in Place:	8,730	LF	\$ 1.96	\$ 17,110.80	\$ 2.00	\$ 17,460.00	\$ 1.00	\$ 8,730.00
	53 Furnish and Install Excelsior Blanket per plans at creek and ditch crossing restorations, Complete in Place:	188	SY	\$ 39.20	\$ 7,369.60	\$ 17.50	\$ 3,290.00	\$ 10.00	\$ 1,880.00
	54 Salvage and Reinstall Guard Rail along Riverwalk Drive, Complete in Place:	1	LS	\$ 5,040.00	\$ 5,040.00	\$ 24,000.00	\$ 24,000.00	\$ 7,500.00	\$ 7,500.00
	55 Salvage and Reinstall Rock Gabion per Drawing 02C-06, Complete in Place:	1	LS	\$ 4,760.00	\$ 4,760.00	\$ 4,850.00	\$ 4,850.00	\$ 9,000.00	\$ 9,000.00
	56 Sawcut, Remove, Furnish and replace Concrete Curb and Gutter per plans and specifications, Complete in Place:	16	LF	\$ 18.48	\$ 295.68	\$ 50.00	\$ 800.00	\$ 50.00	\$ 800.00
	57 Furnish and Install Project Sign including all Material and Labor, Complete in Place:	2	EA	\$ 1,680.00	\$ 3,360.00	\$ 850.00	\$ 1,700.00	\$ 3,500.00	\$ 7,000.00
	58 Furnish, Install, and Maintain Traffic Control Plan and Traffic Control Devices with signage, safety barriers, appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition); Complete in Place:	1	LS	\$ 16,240.00	\$ 16,240.00	\$ 18,200.00	\$ 18,200.00	\$ 30,000.00	\$ 30,000.00
	59 Furnish project photographs and video as specified in Section 01060, Complete in Place:	1	LS	\$ 2,632.00	\$ 2,632.00	\$ 2,900.00	\$ 2,900.00	\$ 5,000.00	\$ 5,000.00
60 Off-site Disposal of all spoil materials generated by the project associated with the installation of the interceptor manholes and interceptor pipe with embedment envelope per the plan details, and appurtenances .	2,360	CY	\$ 13.19	\$ 31,128.40	\$ 58.00	\$ 136,880.00	\$ 20.00	\$ 47,200.00	
61 Furnish, Install, Maintain, and Remove Two Porta Potties for the duration of the closing of the Pavilion at Hutto Lake Park	2	WEEKS	\$ 336.00	\$ 672.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	
	TOTAL BASE BID (Items 1-61) shall equal Total Base Bid			\$ 1,372,497.11		\$ 1,945,028.20		\$ 2,350,960.00	
Alternate Bid Items No. 1:									
Bid Item	Description	Quantity	Unit						
62	Furnish and Install Standard City of Hutto 6' Diameter Sanitary Wastewater Manhole with 6' Riser and 3'x3' Hatch for manholes within 100-yr flood plain, including dewatering and appurtenances for Depth 0-10 ft., Complete in Place:	4	EA	\$ 9,919.20	\$ 39,676.80	\$ 14,800.00	\$ 59,200.00	\$ 13,000.00	\$ 52,000.00
63	Furnish and Install Standard City of Hutto 6' Diameter Sanitary Wastewater Manhole with 6' Riser and 3'x3' Hatch for manholes within 100-yr flood plain, including dewatering and appurtenances for Depth 10-16 ft., Complete in Place:	11	EA	\$ 11,330.52	\$ 124,635.72	\$ 17,000.00	\$ 187,000.00	\$ 15,600.00	\$ 171,600.00
64	Furnish and Install Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, including dewatering and appurtenances for Depth 0-10 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	4	EA	\$ 4,823.26	\$ 19,293.04	\$ 7,000.00	\$ 28,000.00	\$ 7,000.00	\$ 28,000.00
65	Furnish and Install Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, including dewatering and appurtenances for Depth 10-16 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	9	EA	\$ 5,728.28	\$ 51,554.52	\$ 13,600.00	\$ 122,400.00	\$ 9,500.00	\$ 85,500.00
	TOTAL ALTERNATE BID NO.1 (Items 1-18, plus 21-61; plus 62-65)			\$ 1,436,358.71		\$ 2,118,688.20		\$ 2,442,060.00	
Alternate Bid Items No. 2:									
Bid Item	Description	Quantity	Unit						

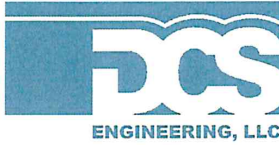


City of Hutto
Lakeside Estates Lift Station Abandonment
Bids Opened: 10/05/2020 at 11:00 am

Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
66 Page 8 of 8	Lakeside Lift Station Site Pavement: Demolish Gravel and asphalt pavement per Keynotes 14, Drawing 01X-01. Proofroll entire site with 25-ton equipment, remove and replace weak yielding material with select fill, and furnish and install 4,637 sf 6" concrete pavement inside abandoned Lift Station site fencing per Drawing 01X-03. Concrete pavement shall terminate at inside face of abandoned Lift Station site fencing in all directions. Remove below grade piping as required to accommodate installation of concrete pavement. Proposed concrete pavement elevation to match exist elevation of dumpster concrete pad to remain (located inside Lift Station fencing) and grade to drain. Complete in place:	1	LS	\$ 55,538.27	\$ 55,538.27	\$ 82,320.00	\$ 82,320.00	\$ 118,500.00	\$ 118,500.00
	ALTERNATE BID NO. 2 ITEM (If selected by the City Item 66 will replace Item 39 in the Base Bid or Alternate Bid No. 1)				\$ 55,538.27		\$ 82,320.00		\$ 118,500.00

¹Calculation error, Unit price used to calculate total.





DCS Engineering, LLC
1101 S. Capital of Texas Highway
Building G-100
Austin, Texas 78746
Tel: (512) 614-6171
T.B.P.E. Firm No F- 13162
www.DCS-Engineering.com

October 6, 2020

Mr. Samuel Ray, P.E.
Director of Engineering
City of Hutto - Engineering Department
500 W. Live Oak Street
Hutto, TX 78634

Ref: City of Hutto – Lakeside Estates Lift Station Abandonment
Recommendation to Award Contract
DCS Project No. 20101400

Dear Mr. Ray:

On October 5, 2020, DCS Engineering (DCS) assisted the City of Hutto in opening bids for the above referenced project. Three bid proposals were received with Base Bid prices ranging from \$1,372,497.11 to \$2,350,960.00; and Alternate Bid No. 1 prices ranging from \$1,436,358.71 to \$2,442,060.00 which utilized flood tight hatches in-lieu of the City's standard flood tight manhole lids, both of which are TCEQ compliant. The prices for the Alternate Bid No. 2 ranged from \$55,538.27 to \$118,500.00 for installation of concrete area pavement to convert the Lakeside Lift Station fenced site into a facility storage and maintenance area. A tabulation of the bids received is attached.

The budgeted amount for this project was \$1,800,000 in the City's CIP list; and the final engineer's opinion of most probable construction cost was \$1,921,000. The low bidder for the Base Bid is Bell Contractors, Inc. from Belton, Texas with a bid of \$1,372,497.11. DCS has reviewed the bid proposal submitted by Bell Contractors, Inc. and found two mathematical errors resulting in a total cost increase of \$7.98 which is reflected in the above mentioned Base Bid amount of \$1,372,497.11. The bid proposal submitted by Bell Contractors, Inc. is otherwise accurate and complete. DCS has worked with Bell Contractors, Inc. in the past and has had positive experiences. Based on the information presented, we recommend that the City accept Bell Contractors, Inc. Base Bid amount of \$1,372,497.11 for decommissioning the existing Lakeside Estates Lift Station and installing approximately 8,700 ft of 12", 15", and 18" wastewater interceptor pipe.

With regard to Alternate Bid No. 1, DCS does not recommend exercising the option contained in Alternate Bid No. 1 for installing flood tight hatches in-lieu of the City's standard flood tight manhole lids, both of which are TCEQ compliant. We recommend the City install its standard flood tight hatches for this project. With regard to Alternate Bid No. 2, installation of the concrete area pavement inside the fenced area at the Lakeside Lift Station may be selected by the City as it deems appropriate for the City's long term operation and maintenance needs. If the City selects Alternate Bid No. 2, this item will add a cost of \$54,866.27 to the project for Base Bid plus Alternate Bid No. 2 cost of \$1,427,363.38.

Mr. Samuel Ray, P.E.
October 6, 2020
Page 2 of 2

If you have any questions, please call me at (512) 614-6171.

Sincerely,

DCS Engineering, LLC



Darren C Strozewski, P.E.
Principal

Enclosures



City of Hutto
Lakeside Estates Lift Station Abandonment
Bids Opened: 10/05/2020 at 11:00 am

BID TABULATION				Bell Contractors, Inc.		Underground Water Solutions, Co		Spiess Construction Co., Inc.				
Bid Proposal Form (Y/N)				Y		Y		Y				
Addenda Acknowledged (Y/N)				Y		Y		Y				
Bid Security (Y/N)				Y		Y		Y				
Bidder's Questionnaire (Y/N)				Y		Y		Y				
Base Bid Items:												
Bid Item	Description	Quantity	Unit	Unit Price		Total Amount	Unit Price		Total Amount	Unit Price		Total Amount
	GENERAL PROJECT ITEMS:											
1	Mobilization (maximum 5% of total Bid)	1	LS	\$ 49,644.61		\$ 49,644.61	\$ 48,000.00		\$ 48,000.00	\$ 105,000.00		\$ 105,000.00
	INTERCEPTOR ITEMS:											
2	Furnish and Install 12" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 0-10 ft., Complete in Place:	697	LF	\$ 39.16		\$ 27,294.52	\$ 55.00		\$ 38,335.00	\$ 115.00		\$ 80,155.00
3	Furnish and Install 12" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 10-15 ft., Complete in Place:	551	LF	\$ 44.93		\$ 24,756.43	\$ 64.00		\$ 35,264.00	\$ 125.00		\$ 68,875.00
4	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 0-10 ft., Complete in Place:	2,106	LF	\$ 62.35		\$ 131,309.10	\$ 64.00		\$ 134,784.00	\$ 122.00		\$ 256,932.00
5	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 10-15 ft., Complete in Place:	1,369	LF	\$ 64.56		\$ 88,382.64	\$ 70.00		\$ 95,830.00	\$ 132.00		\$ 180,708.00
6	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 15-20 ft., Complete in Place:	202	LF	\$ 65.42		\$ 13,214.84	\$ 100.00		\$ 20,200.00	\$ 142.00		\$ 28,684.00
7	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe in rock including rock excavation, bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 15-20 ft., Complete in Place:	202	LF	\$ 76.62		\$ 15,477.24	\$ 123.00		\$ 24,846.00	\$ 142.00		\$ 28,684.00
8	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 20-25 ft., Complete in Place:	120	LF	\$ 82.43		\$ 9,891.60	\$ 135.00		\$ 16,200.00	\$ 175.00		\$ 21,000.00
9	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe in rock including rock excavation, bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 20-25 ft., Complete in Place:	120	LF	\$ 88.03		\$ 10,563.60	\$ 197.00		\$ 23,640.00	\$ 175.00		\$ 21,000.00
10	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 25-36 ft., Complete in Place:	300	LF	\$ 104.36		\$ 31,308.00	\$ 148.00		\$ 44,400.00	\$ 200.00		\$ 60,000.00
11	Furnish and Install 15" PS 115 (ASTM D3034) PVC Pipe in rock including rock excavation, bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 25-36 ft., Complete in Place:	300	LF	\$ 121.16		\$ 36,348.00	\$ 221.00		\$ 66,300.00	\$ 200.00		\$ 60,000.00



City of Hutto
Lakeside Estates Lift Station Abandonment
Bids Opened: 10/05/2020 at 11:00 am

Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
12	Furnish and Install 18" PS 115 (ASTM F679) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 0-10 ft., Complete in Place:	640	LF	\$ 69.26	\$ 44,326.40	\$ 72.00	\$ 46,080.00	\$ 155.00	\$ 99,200.00
13	Furnish and Install 18" PS 115 (ASTM F679) PVC Pipe with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 10-15 ft., Complete in Place:	992	LF	\$ 73.65	\$ 73,060.80	\$ 80.00	\$ 79,360.00	\$ 175.00	\$ 173,600.00
14	Furnish and Install 18" PS 115 (ASTM F679) PVC Pipe under existing roadway including sawcutting exist asphalt, bedding and asphalt restoration per Detail WW-17, Drawing 03C-04, pipeline trench collars per Detail 3, Drawing 03C-04, tracer tape, and appurtenances, Depth 10-15 ft., Complete in Place:	1,038	LF	\$ 169.12	\$ 175,546.56	\$ 223.00	\$ 231,474.00	\$ 255.00	\$ 264,690.00
15	Furnish and Install 12" AWWA C-900 PVC Pipe (DR25 165 psi) with bedding per Detail WW-17, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 10-15 ft., as shown on plans, Complete in Place:	29	LF	\$ 194.89	\$ 5,651.81	\$ 135.00	\$ 3,915.00	\$ 150.00	\$ 4,350.00
16	Furnish and Install 18" AWWA C-905 PVC Pipe (DR25 165 psi) with bedding per Detail WW-16, Drawing 03C-04, backfill with select common fill, pipeline trench collars per Detail 3, Drawing 03C-04, groundwater and surface water dewatering, tracer tape, and appurtenances, Depth 10-15 ft., as shown on plans, Complete in Place:	64	LF	\$ 349.00	\$ 22,336.00	\$ 300.00	\$ 19,200.00	\$ 180.00	\$ 11,520.00
17	Furnish and Install 30-inch steel casing pipe (1/2" wall thickness) by bore and jack, not including carrier pipe, including groundwater and surface water dewatering, access pits and appurtenances, Complete in Place:	109	LF	\$ 663.04	\$ 72,271.36	\$ 1,700.00	\$ 185,300.00	\$ 1,450.00	\$ 158,050.00
18	Furnish and Install 30-inch steel casing pipe (1/2" wall thickness) by open-cut, not including carrier pipe, including groundwater and surface water dewatering and appurtenances, Complete in Place:	93	LF	\$ 211.33	\$ 19,653.69	\$ 220.00	\$ 20,460.00	\$ 300.00	\$ 27,900.00
19	Furnish and Install Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, including dewatering and appurtenances for Depth 0-10 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	8	EA	\$ 4,910.56	\$ 39,284.48	\$ 6,880.00	\$ 55,040.00	\$ 7,000.00	\$ 56,000.00
20	Furnish and Install Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, including dewatering and appurtenances for Depth 10-16 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	20	EA	\$ 6,600.70	\$ 132,014.00	\$ 8,395.00	\$ 167,900.00	\$ 9,500.00	\$ 190,000.00
21	Furnish and Install a Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, with calculations signed and sealed by a state of Texas licensed engineer, including dewatering and appurtenances for Depth 31 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	1	EA	\$ 16,071.29	\$ 16,071.29	\$ 19,905.00	\$ 19,905.00	\$ 19,500.00	\$ 19,500.00
22	Furnish and Install a Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, with calculations signed and sealed by a state of Texas licensed engineer, including dewatering and appurtenances for Depth 36 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	1	EA	\$ 16,827.29	\$ 16,827.29	\$ 23,360.00	\$ 23,360.00	\$ 21,500.00	\$ 21,500.00
23	Furnish and Install Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover around the existing 12" Wastewater Line, including cutting and tying existing 12", dewatering, and appurtenances for Depth 15 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	1	EA	\$ 8,841.71	\$ 8,841.71	\$ 12,250.00	\$ 12,250.00	\$ 16,500.00	\$ 16,500.00
24	Furnish and Install all Materials, Labor and Equipment to Core Existing Manhole and Connect Proposed Pipeline including reshaping invert channel and recoating interior surface per plans and specifications, Complete in Place:	2	EA	\$ 7,630.00	\$ 15,260.00	\$ 7,174.00	\$ 14,348.00	\$ 10,000.00	\$ 20,000.00
25	Furnish and Install all Materials, Labor, and Equipment to Demolish Existing 4' Manhole per plans, Complete in Place:	1	EA	\$ 2,095.40	\$ 2,095.40	\$ 3,625.00	\$ 3,625.00	\$ 2,500.00	\$ 2,500.00
26	Furnish and Install all Materials, Labor and Equipment to Connect Existing 6" Wastewater Line to Proposed Manhole per plans, Complete in Place:	1	LS	\$ 1,736.00	\$ 1,736.00	\$ 5,950.00	\$ 5,950.00	\$ 6,000.00	\$ 6,000.00



City of Hutto
Lakeside Estates Lift Station Abandonment
Bids Opened: 10/05/2020 at 11:00 am

Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
27	Furnish and Install all Materials, Labor and Equipment to Demolish Existing 6" Wastewater Line per plans, Complete in Place:	191	LF	\$ 5.60	\$ 1,069.60	\$ 20.00	\$ 3,820.00	\$ 10.00	\$ 1,910.00
28	Furnish and Install Manhole Vent with Check Valve per Detail WW-18, Drawing 03C-04, Complete in Place:	4	EA	\$ 5,582.07	\$ 22,328.28	\$ 5,680.00	\$ 22,720.00	\$ 7,500.00	\$ 30,000.00
29	Furnish and Install Manhole Vent with Check Valve per Detail 2, Drawing 03C-05A, Complete in Place:	3	EA	\$ 4,714.07	\$ 14,142.21	\$ 4,860.00	\$ 14,580.00	\$ 4,500.00	\$ 13,500.00
30	Furnish and Install Standard Manhole External Drop Connection, up to 3 feet of drop, Complete in Place:	1	EA	\$ 2,616.32	\$ 2,616.32	\$ 6,530.00	\$ 6,530.00	\$ 8,500.00	\$ 8,500.00
31	Furnish and Install Concrete Trench Cap, complete in place per Detail W-16, Drawing 03C-03.	0.47	CY	\$ 614.53	\$ 288.83	\$ 2,900.00	\$ 1,363.00	\$ 500.00	\$ 235.00
32	Furnish and Install 3 cy of 300 psi Flowable Fill Encasement, Complete in Place:	4	EA	\$ 133.55	\$ 534.20	\$ 1,272.00	\$ 5,088.00	\$ 200.00	\$ 800.00
33	Furnish and Install 1' Concrete Encasement per Detail 1, Drawing 03C-04, Complete in Place:	44	CY	\$ 66.63	\$ 2,931.72	\$ 278.00	\$ 12,232.00	\$ 1,000.00	\$ 44,000.00
34	Furnish all Materials, Labor, and Equipment to Remove and Replace Existing Concrete Sidewalk Damaged During Construction per plans, Complete in Place:	67	SY	\$ 78.40	\$ 5,252.80	\$ 72.00	\$ 4,824.00	\$ 100.00	\$ 6,700.00
35	Furnish all Materials, Labor, and Equipment to Remove and Replace existing gravel driveway and sidewalk damaged during construction per plans, Complete in Place:	48	SY	\$ 5.60	\$ 268.80	\$ 165.00	\$ 7,920.00	\$ 20.00	\$ 960.00
36	Furnish, Install, Maintain and Remove Temporary Chain Link Fencing around contractor's lay down area, Complete in Place:	765	LF	\$ 5.64	\$ 4,314.60	\$ 13.00	\$ 9,945.00	\$ 20.00	\$ 15,300.00
LAKESIDE ESTATES LIFT STATION ITEMS:									
37	Salvage, remove, and transport to City's Maintenance Building exist pumps with floats, automatic transfer switch, 100kW propane generator, propane storage tank, jib crane, electrical cabinets/control panels, valves including associated labor, materials, and equipment per Series 100 Drawings, Complete in place:	1	LS	\$ 33,600.00	\$ 33,600.00	\$ 8,692.00	\$ 8,692.00	\$ 20,000.00	\$ 20,000.00
38	Demolish Exist Lift Station and appurtenances, concrete pads, and odor control system per Series 100 Drawings, including adjustments to exist manhole, installing flowable fill in abandoned pipe, and site restoration, Complete in place:	1	LS	\$ 34,045.42	\$ 34,045.42	\$ 8,200.00	\$ 8,200.00	\$ 15,000.00	\$ 15,000.00
39	Furnish and install hydromulch in disturbed areas upon demolition completion per Keynotes 7 and 13, Drawing 01X-01, Complete in place:	400	SY	\$ 1.68	\$ 672.00	\$ 14.00	\$ 5,600.00	\$ 2.00	\$ 800.00
GENERAL ITEMS:									
40	Clearing and Grubbing as necessary, basis of area is 20' wide x 7,700' and construction laydown areas shown on drawing 00G-07 including demolition of trees as shown on the plans, Complete in Place:	4.29	AC	\$ 8,232.00	\$ 35,315.28	\$ 4,380.00	\$ 18,790.20	\$ 6,000.00	\$ 25,740.00
41	Pollution Prevention Implementation including Storm Water Pollution Prevention Plan, Maintenance, permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place:	1	LS	\$ 1,680.00	\$ 1,680.00	\$ 6,638.00	\$ 6,638.00	\$ 9,000.00	\$ 9,000.00
42	Furnish, Install, Maintain and Remove Concrete Washout per Detail 3, Drawing 03C-02, Complete in Place:	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 3,730.00	\$ 3,730.00	\$ 1,500.00	\$ 1,500.00
43	Furnish, Install, Maintain and Remove stabilized construction access as shown on plans, Complete in Place:	3	EA	\$ 616.00	\$ 1,848.00	\$ 4,900.00	\$ 14,700.00	\$ 2,000.00	\$ 6,000.00
44	Furnish, Install, Maintain and Remove Filter Fabric Fence with or without J-Hooks per Detail 2, Drawing 03C-02, and Specifications, Complete in Place:	7,936	LF	\$ 1.40	\$ 11,110.40	\$ 4.00	\$ 31,744.00	\$ 2.00	\$ 15,872.00
45	Furnish, Install, Maintain, and Remove Wood Slats Fence Tree Protection, Complete in Place:	8	EA	\$ 296.80	\$ 2,374.40	\$ 450.00	\$ 3,600.00	\$ 1,000.00	\$ 8,000.00
46	Furnish, Install, Maintain, and Remove Chain Link Tree Protection, Complete in Place:	390	LF	\$ 3.92	\$ 1,528.80	\$ 18.00	\$ 7,020.00	\$ 3.00	\$ 1,170.00
47	Remove and Replace 3-Stranded Barbwire Fence Where Shown on Plans, Complete in Place:	71	LF	\$ 22.40	\$ 1,590.40	\$ 50.00	\$ 3,550.00	\$ 15.00	\$ 1,065.00
48	Furnish and Install Curb Inlet Protection per plans and specifications prior to construction beginning, Complete in Place:	13	EA	\$ 134.40	\$ 1,747.20	\$ 290.00	\$ 3,770.00	\$ 100.00	\$ 1,300.00
49	Furnish, Install, Maintain and Remove Rock Berms per Plans and Specifications, Complete in Place:	85	LF	\$ 35.84	\$ 3,046.40	\$ 66.00	\$ 5,610.00	\$ 20.00	\$ 1,700.00

City of Hutto
Lakeside Estates Lift Station Abandonment
Bids Opened: 10/05/2020 at 11:00 am

Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
50	Furnish and Install Hydromulch seeding per plans and specifications. Basis of area is 20' wide X 7,700' and Construction Laydown Area shown on Drawing 00G-07. Contractor shall restore additional areas disturbed at his cost, Complete in Place:	4.29	AC	\$ 2,240.00	\$ 9,609.60	\$ 5,800.00	\$ 24,882.00	\$ 3,000.00	\$ 12,870.00
51	Furnish, Install, and Maintain watering and/or temporary irrigation system until revegetation is established per City specifications, Complete in Place:	4.29	AC	\$ 1,400.00	\$ 6,006.00	\$ 14,600.00	\$ 62,634.00	\$ 2,000.00	\$ 8,580.00
52	Furnish and Install Trench Safety System for Wastewater Line construction, Complete in Place:	8,730	LF	\$ 1.96	\$ 17,110.80	\$ 2.00	\$ 17,460.00	\$ 1.00	\$ 8,730.00
53	Furnish and Install Excelsior Blanket per plans at creek and ditch crossing restorations, Complete in Place:	188	SY	\$ 39.20	\$ 7,369.60	\$ 17.50	\$ 3,290.00	\$ 10.00	\$ 1,880.00
54	Salvage and Reinstall Guard Rail along Riverwalk Drive, Complete in Place:	1	LS	\$ 5,040.00	\$ 5,040.00	\$ 24,000.00	\$ 24,000.00	\$ 7,500.00	\$ 7,500.00
55	Salvage and Reinstall Rock Gabion per Drawing 02C-06, Complete in Place:	1	LS	\$ 4,760.00	\$ 4,760.00	\$ 4,850.00	\$ 4,850.00	\$ 9,000.00	\$ 9,000.00
56	Sawcut, Remove, Furnish and replace Concrete Curb and Gutter per plans and specifications, Complete in Place:	16	LF	\$ 18.48	\$ 295.68	\$ 50.00	\$ 800.00	\$ 50.00	\$ 800.00
57	Furnish and Install Project Sign including all Material and Labor, Complete in Place:	2	EA	\$ 1,680.00	\$ 3,360.00	\$ 850.00	\$ 1,700.00	\$ 3,500.00	\$ 7,000.00
58	Furnish, Install, and Maintain Traffic Control Plan and Traffic Control Devices with signage, safety barriers, appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition); Complete in Place:	1	LS	\$ 16,240.00	\$ 16,240.00	\$ 18,200.00	\$ 18,200.00	\$ 30,000.00	\$ 30,000.00
59	Furnish project photographs and video as specified in Section 01060, Complete in Place:	1	LS	\$ 2,632.00	\$ 2,632.00	\$ 2,900.00	\$ 2,900.00	\$ 5,000.00	\$ 5,000.00
60	Off-site Disposal of all spoil materials generated by the project associated with the installation of the interceptor manholes and interceptor pipe with embedment envelope per the plan details, and appurtenances.	2,360	CY	\$ 13.19	\$ 31,128.40	\$ 58.00	\$ 136,880.00	\$ 20.00	\$ 47,200.00
61	Furnish, Install, Maintain, and Remove Two Porta Potties for the duration of the closing of the Pavilion at Hutto Lake Park	2	WEEKS	\$ 336.00	\$ 672.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00
TOTAL BASE BID (Items 1-61) shall equal Total Base Bid				\$ 1,372,497.11		\$ 1,945,028.20		\$ 2,350,960.00	
Alternate Bid Items No. 1:									
Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
62	Furnish and Install Standard City of Hutto 6' Diameter Sanitary Wastewater Manhole with 6' Riser and 3'x3' Hatch for manholes within 100-yr flood plain, including dewatering and appurtenances for Depth 0-10 ft., Complete in Place:	4	EA	\$ 9,919.20	\$ 39,676.80	\$ 14,800.00	\$ 59,200.00	\$ 13,000.00	\$ 52,000.00
63	Furnish and Install Standard City of Hutto 6' Diameter Sanitary Wastewater Manhole with 6' Riser and 3'x3' Hatch for manholes within 100-yr flood plain, including dewatering and appurtenances for Depth 10-16 ft., Complete in Place:	11	EA	\$ 11,330.52	\$ 124,635.72	\$ 17,000.00	\$ 187,000.00	\$ 15,600.00	\$ 171,600.00
64	Furnish and Install Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, including dewatering and appurtenances for Depth 0-10 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	4	EA	\$ 4,823.26	\$ 19,293.04	\$ 7,000.00	\$ 28,000.00	\$ 7,000.00	\$ 28,000.00
65	Furnish and Install Standard City of Hutto 4' Diameter Sanitary Wastewater Manhole with 4' Riser and Bolted Cover, including dewatering and appurtenances for Depth 10-16 ft per Detail WW-03, Drawing 03C-03, Complete in Place:	9	EA	\$ 5,728.28	\$ 51,554.52	\$ 13,600.00	\$ 122,400.00	\$ 9,500.00	\$ 85,500.00
TOTAL ALTERNATE BID NO.1 (Items 1-18, plus 21-61; plus 62-65)				\$ 1,436,358.71		\$ 2,118,688.20		\$ 2,442,060.00	
Alternate Bid Items No. 2:									
Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount



City of Hutto
Lakeside Estates Lift Station Abandonment
Bids Opened: 10/05/2020 at 11:00 am

Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
66	Lakeside Lift Station Site Pavement: Demolish Gravel and asphalt pavement per Keynotes 14, Drawing 01X-01. Proofroll entire site with 25-ton equipment, remove and replace weak yielding material with select fill, and furnish and install 4,637 sf 6" concrete pavement inside abandoned Lift Station site fencing per Drawing 01X-03. Concrete pavement shall terminate at inside face of abandoned Lift Station site fencing in all directions. Remove below grade piping as required to accommodate installation of concrete pavement. Proposed concrete pavement elevation to match exist elevation of dumpster concrete pad to remain (located inside Lift Station fencing) and grade to drain. Complete in place:	1	LS	\$ 55,538.27	\$ 55,538.27	\$ 82,320.00	\$ 82,320.00	\$ 118,500.00	\$ 118,500.00
	ALTERNATE BID NO. 2 ITEM (If selected by the City Item 66 will replace Item 39 in the Base Bid or Alternate Bid No. 1)				\$ 55,538.27		\$ 82,320.00		\$ 118,500.00

¹Calculation error, Unit price used to calculate total.



BOARDS AND COMMISSIONS MASTER LIST as of 10/6/20					
			Term Ends		
Council Member Place 1		Robin Sutton	May-20		
Council Member Place 2		Dan Thornton	May-21		
Council Member Place 3		Mike Snyder	May-22		
Council Member Place 4		Peter Gordon	May-20		
Council Member Place 5		Patti Martinez	May-21		
Council Member Place 6		Tanner Rose	May-22		
Mayor		Doug Gaul	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	Jericka	Lawyer	Commissioner	2-Jul-20	30-Jun-22
Place 2	Randal	Clark	Commissioner	18-Jun-20	30-Jun-22
Place 3	John	Klein	Commissioner	4-Feb-20	30-Jun-22
Place 4	Tony	Wertz	Chair	3-Jul-19	30-Jun-21
Place 5	Richard	Hudson	Vice Chair	18-Jun-20	30-Jun-22
Place 6	James	Weaver	Commissioner	20-Aug-20	30-Jun-21
Place 7	Susanna	Boyer	Commissioner	1-Aug-19	30-Jun-21
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: Patti Martinez					
				Appointed	Term Ends
Place 1	Katie	Weiss	Vice Chair	30-Sep-18	20-Jun-21
Place 2	Wendel	Teltow	Member	23-Jan-20	30-Jun-23
Place 3	David	Meyer	Member	17-Sep-20	30-Jun-21
Place 4	Kevin	Grimm	Member	2-Jul-20	30-Jun-22
RESIGNED Place 5	Daniel	Thornton	Member	7-Nov-19	30-Jun-22
Place 6	Rose	McMillin	Member	20-Jun-19	30-Jun-22
Place 7	Perry	Savard	Chair	20-Jun-19	30-Jun-22

Library Advisory Board						
Meets: Quarterly @ 6:00 p.m. in City Council Chambers						
3 year terms						
Staff Liasion:						
Council Liasion: Robin Sutton						
				Appointed	Term Ends	
Place 1	Christina	Garza	Member	16-May-19	30-Jun-22	
Place 2	Dwight	Baker	Chair	20-Sep-18	30-Jun-21	
Place 3	Tara	Chappell	Vice Chair	3-Jul-19	30-Jun-22	
Place 4	Scott	Rose	Member	17-Sep-20	30-Jun-22	
Place 5	Havala	Merit	Member	16-May-19	30-Jun-22	
Place 6	David	Westbrook	Member	7-Nov-19	30-Jun-22	
Place 7	Brian	Thompson	Member	27-Feb-20	30-Jun-23	
Zoning Board of Adjustment						
Meets: 4th Weds @ 7:00 p.m. of each month in City Council Chambers						
3 year terms						
Staff Liasion: Ashby Grundman						
Council Liasion: Doug Gaul						
				Appointed	Term Ends	
Place 1	Bryan	Dempsey	Member	17-Jan-19	30-Jun-22	
Place 2	Thomas	McGowan	Member	20-Sep-18	30-Jun-21	
Place 3	David	Meyer	Member	17-Sep-20	30-Jun-22	
Place 4	Wendell	Teltow	Member	20-Jun-19	30-Jun-22	
Place 5	Vacant		Member			
Place 6	Maureen	Rooker	Member	20-Jun-19	30-Jun-22	
Place 7	Randal	Clark	Member	19-Sep-19	30-Jun-22	
Historic Preservation Commission						
Meets: 4th Tuesday @ 6:30 p.m. of each month in City Council Chambers						
3 year terms						
Staff Liasion:						
Council Liasion: Tanner Rose						
				Appointed	Term Ends	
Place 1	DeAnne	Worley	Commissioner	3-Jul-19	30-Jun-22	
Place 2	Mary	Belton	Commissioner	2-Aug-18	30-Jun-21	
Place 3	Curtis	Orton	Commissioner	20-Sep-18	30-Jun-22	
Place 4	Robert	Lykins	Commissioner	20-Sep-18	30-Jun-22	
Place 5	Vacant		Commissioner			
Place 6	Travis	Allen	Commissioner	20-Jun-19	30-Jun-22	
Place 7	Vacant		Commissioner			

Building and Standards Commission					
Meets: As Needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: Ashley Lumpkin					
Council Liasion: None					
				Appointed	Term Ends
Place 1	Troy	Manella	Commissioner	3-Jan-19	30-Jun-22
Place 2	Olinda	Ramirez	Commissioner	20-Sep-18	30-Jun-21
Place 3	Kendrick	Whittington	Commissioner	2-Aug-18	30-Jun-21
Place 4	Bryan	Dempsey	Commissioner	20-Jun-19	30-Jun-22
Place 5	Tom	Brown	Commissioner	20-Sep-18	30-Jun-21
Place 6	Maureen	Rooker	Commissioner	20-Jun-19	30-Jun-22
Place 7	Richard	Hudson	Commissioner	20-Jun-19	30-Jun-22
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	Craig	Cargill	Member	20-Sep-18	30-Jun-21
Place 2	Lori	Brown-Duncan	Vice Chair	20-Sep-18	30-Jun-21
Place 3	Bill	Kohl	Member	11-Jul-19	30-Jun-22
Place 4	Vacant		Member	27-Aug-20	30-Jun-22
Place 5	Abel	Landin	Member	19-Sep-19	30-Jun-22
Place 6	April	Willis	Member	15-Aug-19	30-Jun-22
Place 7	Krystal	Kinsey	Member	21-Nov-19	30-Jun-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: Mike Snyder					
				Appointed	Term Ends
Place 1	Lucas	Evans	Member	18-Jun-20	30-Jun-21
Place 2	Mike	Arismendez	Member	17-Sep-20	30-Jun-21
Place 3	Shawn	Lucas	Member	17-Sep-20	30-Jun-21
Place 4	Don	Carlson	Vice Chair	3-Jul-19	30-Jun-21
Place 5	Kevin	LaFrance	Treasurer	3-Jul-19	30-Jun-21
Place 6	Henry	Gideon	Member	20-Jun-19	30-Jun-21
Place 7	Steven	Harris	Chair	20-Jun-19	30-Jun-21

Communications/Technology Task Force						
Meets once a month.						
1 year term- appts in Feb.						
Council Liasion: Peter Gordon						
Place 1	Laurie	Stockman	Member	6-Feb-20	6-Feb-21	
Place 2	Timothy	Martin	Member	6-Feb-20	6-Feb-21	
RESIGNED	Place 3	Ida	Weaver	Member	16-Jul-20	
	Place 4	Andrew	Ingrassia	Member	27-Aug-20	1-Feb-21
	Place 5	Ross	Barber	Member	27-Aug-20	1-Feb-21
	Place 6	Jerica	Lawyer	Member	6-Feb-20	6-Feb-21
	Place 7	Dana	Wilcott	Member	27-Aug-20	1-Feb-21
ADA/Electronic and Information Resource Task Force						
Meets once a month						
1 year term-Appts in Feb						
	Place 1	Vacant	Member			
	Place 2	Vacant	Member			
	Place 3	Vacant	Member			
	Place 4	Laurie	Stockman	Member	26-Feb-20	6-Feb-21
	Place 5	Vacant	Member			
	Place 6	Vacant	Member			
	Place 7	Vacant	Member			
Diversity and Inclusion Commission						
Meets monthly						
3 yr terms						
Council Liasion: Patti Martinez						
	Place 1		Member			
	Place 2	Tara	Spoons	Member	17-Sep-20	30-Jun-23
PENDING APP-	Place 3	Sandy	Jackson	Member	17-Sep-20	30-Jun-23
	Place 4	Brian	Thompson	Member	27-Aug-20	30-Jun-23
	Place 5	Onnesha	Williams	Member	20-Aug-20	30-Jun-23
	Place 6		Member			
	Place 7		Member			