



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, MAY 2, 2019 AT 7:00 PM**

**CITY HALL - CITY COUNCIL CHAMBERS
500 WEST LIVE OAK**

CITY COUNCIL

Doug Gaul, Mayor
Tom Hines, Place 2, Mayor Pro-tem
Scott Rose, Place 1
Nathan Killough, Place 3
Vacant, Place 4
Patti Turner, Place 5
Terri Grimm, Place 6

AMENDED AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PROCLAMATIONS:**

5A. Proclamation declaring May 2019, Historic Preservation Month in Hutto, Texas

6. **CITY COUNCIL COMMENTS**

6A. General Comments from City Council

7. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment may do so after completing the required registration form. In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council. No formal action, discussion, deliberation, or comment will be made by the City Council. Comments must be courteous and respectful. Accordingly, concerns, complaints, and assertions of character regarding specific individuals, including any citizens, staff member, City Board or Commission member or City Council member shall not be raised in a public forum; but should be addressed separately and privately with the City Manager or individual member of the City Council. Any person who violates these rules will have their speaking time ended immediately. Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council Chambers. Each person providing public comment will be limited to 3 minutes.

7A. Remarks from visitors. (Three-minute time limit)

8. **CITY MANAGER COMMENTS:**

- 8A. Update the City Council on City's Bond Projects (Ashley Lumpkin, Tony Host, and MD Hossain)
- 8B. Construction update on the Co-Op Development. (Bob Wunsch)

9. **CONSENT AGENDA ITEMS:**

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

- 9A. Consideration and possible action approving the minutes of the April 18, 2019 Regular Council Meeting. (Lisa Brown)
- 9B. Consideration and possible action on a resolution approving Change Order #1 for the Shiloh New Ground Storage Tank. (MD Hossain)
- 9C. Consideration and possible action on a resolution authorizing the City Manager to negotiate and execute a contract with Aaron Concrete Contractors for the US Highway 79 Median Improvements. (Ashley Lumpkin)
- 9D. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the Chandler Corner property, 26.303 acres, more or less, of land located at the southwest corner of Chandler Road and FM 1660 North. (Ashley Lumpkin)
- 9E. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the Fritz Tract, 5.9753 acres, more or less, of land located on CR 132. (Ashley Lumpkin)
- 9F. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the Limmer Tracts, 497.58 acres, more or less, of land located on FM 1660 South. (Ashley Lumpkin)
- 9G. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the LPL Investments Tract, 141.5 acres, more or less, of land located on FM 1660 South. (Ashley Lumpkin)
- 9H. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the M. Moore Family Farms Tracts, 528.774 acres, more or less, of land located on CR 132 and also on Limmer Loop. (Ashley Lumpkin)

- 9I. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the No-Count LLC Tracts, 157.0848 acres, more or less, of land located on CR 119 and also on CR 108. (Ashley Lumpkin)
- 9J. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the TK Industrial Park, 35.51 acres, more or less, of land located on CR 108. (Ashley Lumpkin)
- 9K. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Mark Stephen Krueger, for 63.6 acres, more or less, of land, located on the north side of FM 1660 South between FM 3349 and CR 134. (Ashley Lumpkin)
- 9L. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Klaus Farms LTD, for 247.8 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 9M. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert Smith and Janice H. Smith, for 7.748 acres, more or less, of land, located on CR 100.(Ashley Lumpkin)
- 9N. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert Smith and Janice H. Smith, for 10.0 acres, more or less, of land, located on CR 100.(Ashley Lumpkin)
- 9O. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert Smith and Janice H. Smith, for 4.868 acres, more or less, of land, located on CR 100.(Ashley Lumpkin)

REGULAR AGENDA ITEMS

10. ORDINANCES:

- 10A. Consideration and possible action on the first reading of an ordinance concerning the first amendment to the Fiscal Year 2019 Budget of the Hutto Economic Development Corporation - Type B. (Michel Sorrell)

11. OTHER BUSINESS:

- 11A. Consideration of and possible appointments to City Boards and Commissions. (Lisa Brown)

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].

- 12A. Executive Session, as authorized by Texas Government Code, Section 551.087, for deliberations regarding Economic Development negotiations, to discuss Tex Mix Concrete.

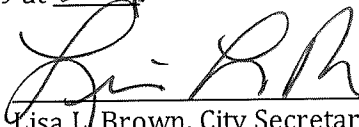
13. **ACTION RELATIVE TO EXECUTIVE SESSION:**

- 13A. Consideration and possible action regarding Tex Mix Concrete.

14. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the May 2, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on April 29, 2019 at 3:57pm



Lisa L. Brown, City Secretary

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

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 5A.

AGENDA DATE: May 02, 2019

PRESENTED BY: Mayor Doug Gaul

ITEM:

Proclamation declaring May 2019, Historic Preservation Month in Hutto, Texas

**STRATEGIC GUIDE
POLICY:**

Quality of Life & Services

ITEM BACKGROUND:

"This. Place. Matters." is the theme for National Preservation Month 2019, co-sponsored by the Hutto Historic Preservation Commission and the National Trust for Historic Preservation. Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds.

BUDGETARY AND FINANCIAL SUMMARY:

Not Applicable

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable

CITY ATTORNEY REVIEW:

Not Applicable

STAFF RECOMMENDATION:

Not Applicable

SUPPORTING MATERIAL:

1. Proclamation-National Preservation Month

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						



PROCLAMATION

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "This. Place. Matters." is the theme for National Preservation Month 2019, co-sponsored by the Hutto Historic Preservation Commission and the National Trust for Historic Preservation

NOW THEREFORE, I, DOUG GAUL, MAYOR OF THE CITY OF HUTTO,
do hereby proclaim May, 2019 as

NATIONAL PRESERVATION MONTH

in Hutto and urge all citizens to recognize this month by dedicating ourselves to the task of recognizing and participating in this special observance.

Proclaimed this 2nd day of May 2019.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8A.

AGENDA DATE: May 02, 2019

PRESENTED BY: Ashley Lumpkin, Tony Host, and MD Hossain

ITEM:

Update the City Council on City's Bond Projects (Ashley Lumpkin, Tony Host, and MD Hossain)

STRATEGIC GUIDE

POLICY:

Infrastructure & Growth

ITEM BACKGROUND:

The City of Hutto voters approved the three City of Hutto bond propositions on November 6, 2018, providing the City of Hutto the authority to issue bonds for three proposition items.

The passing of Proposition A allows for the expenditure of \$70 million for the construction and improvements of FM 1660 North and Limmer Loop, FM 1660 at U.S. Hwy 79, FM 1660 South and Front Street. The proposition also authorizes other streets to be determined as well as utility relocation, drainage improvements, sidewalks, traffic safety, and operational improvements, necessary rights-of-ways and other related costs.

The passing of Proposition B allows for the planning and constructing of the Public Safety & Communications Facility. This includes equipping the Hutto Police Department with upgraded technology to meet the needs of our growing city.

The passing of Proposition C allows for the construction, acquisition and development of infrastructure for parks and recreational purposes. This includes the construction of a recreation center and athletic fields. The City will begin the process of updating park plans and engage the athletic associations and the community in a public participatory process to identify the priorities now that citizens have shown their support for moving forward with park improvements.

The City of Hutto executed a master agreement with HNTB Corporation and another agreement with Hejl, Lee & Associates, Inc in January, 2019 for professional services related to Transportation and Drainage Improvements projects. Burditt Consultants, LLC is providing professional services related to Proposition C. City staff and consultants are working closely to make progress. Below is a brief summary of work progress made so far for different Projects under Proposition A (Roads & Drainage):

Hwy 79 and CR 132 Overpass/ Underpass (Project assigned to HNTB)

- Coordination with UPRR and preparation of preliminary engineering agreement. Coordination

meeting with TxDOT.

- Coordination with surveyor for collection of the survey data. Coordination with subsurface utility engineer to determine what utilities are in the project area.
- Collection of environmental constraint data
- Developed proposed alignments (West, Center, East) for discussion. Developed proposed profiles for overpass and underpass for discussion. Determined cost for railroad bridge and temporary shoo-fly. Preliminary drainage design for Underpass option. Developed Cost Estimates for Overpass and Underpass options
- Began development of draft conceptual plan profile layouts

Hwy 79 and Co-Op Grade Crossing (Project assigned to HNTB)

- Field visit for assessment of proposed improvements
- Developed Cost Estimate

Intersections at FM 1660 N @ Limmer Loop, FM 1660 N @ Hwy 79, FM 1660 S @ Hwy 79/ Front St. (Projects assigned to HNTB)

- Collected turning movement counts for intersection improvements. Reviewed turning movement count data collected. Developed Synchro traffic models based on current traffic data.

Cottonwood Creek Drainage Improvements (Project assigned to Hejl, Lee & Associates, Inc)

- Consultant is working on a Hydraulic and Hydrologic Modeling for the Cottonwood Creek drainage analysis. The analysis will determine the proposed channel improvements. HLA has determined that the channel improvements should be performed outside the limits of the ordinary High Water Mark of the Creek and outside the limits of classified wetlands in order to avert additional permitting process.
- Performing desktop environmental constraints evaluation for Cottonwood Creek drainage project. HLA has gathered easement data and determined that existing easements within the Creekside Estates, Creek Bend, and Cross Creek submissions should be adequate to perform the project.
- HLA is scheduling a survey to gather data for detailed sketch of the improved channel section.
- HLA has prepared a preliminary cost estimate and timeline for the Creek drainage improvement project.

Old Town Streets Reconstruction and Drainage Improvements (Projects assigned to Hejl, Lee & Associates, Inc)

- HLA has prepared a preliminary roadway cross-sections. HLA performed evaluation of existing ROW. The proposed roadway sections will be designed to fit the existing ROW as much as possible.
- HLA has reviewed previously completed pavement structural evaluation (pavement condition score).
- HLA will start surveying and designing for Live Oak Street (from West Street to Park Avenue) and Taylor Street (From FM 1660 N to Park Ave) soon.

Legend of Hutto Drainage Improvements (Projects assigned to Hejl, Lee & Associates, Inc)

- HLA is preparing channel cross-sections.
- HLA has prepared a landowner map of all properties including and adjacent to the existing channel.

Country Road 137 Roadway and Drainage Improvements (Project assigned to Hejl, Lee & Associates, Inc)

- HLA has gathered previous plans. HLA will evaluate constructing the project in two phases with the first phase including a continuous turn lane and sidewalk. The final phase will construct the roadway to the ultimate condition.

BUDGETARY AND FINANCIAL SUMMARY:

N/A

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The City Bond Program projects and CIP projects are being approved / updated annually by the P&Z Commission and the City Council. The current bond program also included Parks and Recreation facilities projects under Parks bond. The Parks Advisory Board having been involved in the Parks Bond program process.

CITY ATTORNEY REVIEW:

N/A

STAFF RECOMMENDATION:

N/A

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9A.

AGENDA DATE: May 02, 2019

PRESENTED BY: Lisa Brown, City Secretary

ITEM:

Consideration and possible action approving the minutes of the April 18, 2019 Regular Council Meeting. (Lisa Brown)

**STRATEGIC GUIDE
POLICY:**

Quality of Life & Services

ITEM BACKGROUND:

Meeting minutes have been prepared and are presented for Council approval for the April 18, 2019 Regular City Council Meeting.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						



**CITY COUNCIL
MEETING MINUTES
APRIL 18, 2019**

The Hutto City Council met in a regular session on Thursday, April 18, 2019, in Council Chambers, City Hall, 500 W. Live Oak, Hutto, TX 78634.

CALL SESSION TO ORDER

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

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Nathan Killough, Councilmember Patti Turner and Councilmember Terri Grimm.

Members of staff that were present were Odis Jones, City Manager; Edena Atmore, Assistant City Manager; City Attorney Cara Hanna; Byron Frankland, Chief of Police; Michel Sorrell, Chief Financial Officer; Ashley Lumpkin, Executive Director Infrastructure & Development Services; Jessica Bullock, Director of Economic Development; Eliska Padilla, Assistant to the City Manager; Emily Parks, Assistant to the City Manager; Tony Host, Executive Director of Community Services; Allison Hosgood, Executive Director of Talent Development & Human Resources; Lisa Brown, City Secretary; and Lynn Trumbul, Sr. Assistant City Secretary.

INVOCATION

The invocation was given by Taylor Choate of The Bridge Church, Hutto, Texas.

PLEDGE OF ALLEGIANCE

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

CITY COUNCIL COMMENTS

Motion: Councilmember Nathan Killough made a motion to pull Item 10H from the Consent Agenda and for it to be heard after Item 9B. Mayor Pro-tem Tom Hines seconded the motion.

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

Councilmember Nathan Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed with 6 ayes, 0 nays.

Motion: Councilmember Nathan Killough made a motion that Items 14A, 7B and 8A be moved up on the agenda to be heard after Council comments. Mayor Pro-tem Tom Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nathan Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed with 6 ayes, 0 nays.

COUNCIL ACTION

7B. Consideration and possible action approving an ordinance directing the City Manager and City Attorney to exercise the right of eminent domain for the purposes of acquiring for public use approximately 209 acres of land, generally located near the intersection of US Highway 79 and CR 132.

Odis Jones, City Manager – stated this item is needed to move forward to acquire the right of way to build an underpass, a new police facility and park facility.

Bill Bingham, City Attorney, most of the land can be acquired by negotiation, but this ordinance will allow the City to proceed with eminent domain proceedings if necessary should negotiations break down.

Mayor Pro-tem Hines wanted to know if there have already been discussions with the land owners – yes, all of them.

Mike Shaunessy, City Attorney, this allows the City to move forward if negotiations fall through so Council does not have to come back at a later time and address the issue.

Motion: Mayor Pro-tem Tom Hines made a motion to accept 7B as presented.
Councilmember Nathan Killough seconded the motion.

Councilwoman Grimm wanted to know if the Council would be notified of the outcome of the negotiations – City Manager Jones stated the Council will be kept informed.

Vote: Ayes Mayor Doug Gaul
 Councilmember Scott Rose
 Mayor Pro-tem Tom Hines
 Councilmember Nathan Killough
 Councilmember Patti Turner
 Councilmember Terri Grimm

Action: The motion passed with 6 ayes, 0 nays.

Odis Jones requested the Council consider waiving the second reading of the ordinance.

Motion: Councilmember Scott Rose made a motion to waive the second reading of the ordinance. Councilmember Nathan Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
 Councilmember Scott Rose
 Mayor Pro-tem Tom Hines
 Councilmember Nathan Killough
 Councilmember Patti Turner
 Councilmember Terri Grimm

Action: The motion passed with 6 ayes, 0 nays.

14A. Consideration and possible action regarding Project Expansion.

Odis Jones, City Manager, requested the Council authorize him to negotiate and execute the final agreements associated with Project Expansion.

Motion: Councilmember Nathan Killough made a motion to authorize the City Manager to negotiate and execute any and all issues regarding Project Expansion. Mayor Pro-tem Tom Hines seconded the motion.

Councilwoman Grimm wanted clarification regarding this action item related to the Executive Session. Mayor Gaul reminded her that it pertained to items discussed in the previous Executive Session.

Vote: Ayes Mayor Doug Gaul
 Councilmember Scott Rose
 Mayor Pro-tem Tom Hines
 Councilmember Nathan Killough
 Councilmember Patti Turner
 Councilmember Terri Grimm

Action: The motion passed with 6 ayes, 0 nays.

The Council recessed at 7:10 p.m. to conduct a press conference to announce Project Expansion.

8A. Presentation announcing the project and lead tenant for Project Expansion.

A press conference was held to announce a development agreement to construct a mixed use development in Hutto at or near the intersection of US Highway 79 and CR 132 that will be anchored by the single largest amateur baseball scouting services in the world, Perfect Game.

The development will include baseball fields, multi-purpose fields, a recreation center, an indoor sports facility, residential, retail and office complexes.

All City Community Parks will be improved and residents will have access to 10 turf ballfields, 6 grass fields, 5 multipurpose fields, a recreation center and a Family Event Center.

Council reconvened at 8:09 p.m.

PUBLIC COMMENT

Heidi Clifton 409 Rio Grande Ave. – lives in Rivers Crossing and is concerned regarding the possible increased traffic on Red River with the development of the Mustang Creek subdivision.

Kelly Olsen 415 Rio Grande Ave – lives in Rivers Crossing and is a member of the Board. She is concerned about safety on Red River and a direct connection with the Mustang Creek subdivision.

Mayor Pro-tem Hines asked if the presentation on 10H could be made and then let everyone who wishes to speak on the issue do so at that time. Mayor Gaul agreed to hear those public comments after the presentation.

Aaron Kyle Lovinggood 1005 Louren Way – believes the citizens were misled regarding the use of the Park at Brushy Creek. What is the investment for this, why did the City decide to take this route, and were there any studies done? He would like an updated Parks and Recreation Plan.

Mike Shaunessy, City Attorney, stated that because the issue of the parks is not on the agenda it cannot be discussed, but can be addressed at a future meeting.

Mayor Gaul advised those individuals who signed up to speak regarding individual Consent Agenda items, other than Item 10H which was pulled, will not be addressed separately; however, he will allow Tanner Rose to speak regarding his items before the Consent Agenda is heard.

Greg Varney of Castlerock Builders, Division Manager – Confusion regarding the Smartcode. There are questions regarding the intent to eliminate single story homes. The last offer from the City was to allow 20% of the homes to be one story with a minimum of 2,000 sq. ft. and for Castlerock to fund a \$475,000.00 splash pad to receive the variance. That size home will not fit on those lots.

- 7A. Consideration of a public hearing and possible action on the first reading of an ordinance approving the Planned Unit Development (PUD) zoning ordinance amendment for the Hutto Crossings PUD, 465.00 acres, more or less, of land, located at the southwest corner of Chris Kelley Boulevard and Us 79 West.

Ashley Lumpkin, Executive Director of Infrastructure & Development Services, explained the amendment of the PUD would allow for the construction of an architecturally integrated self-storage facility and allow for industrial development along Highway 130.

Two responses to the public hearing were received – one in favor and one opposed. The Planning & Zoning Commission reviewed the proposal and recommends approval.

A public hearing was opened at 8:30 p.m. With no public comments the public hearing was closed at 8:31 p.m.

Mayor Pro-tem Hines wanted to know where the entrance and exit for area D (the industrial) will be and who will be responsible for construction. – There is an existing entrance off US 79 that will need to be improved and on the east side along 130 there is an area for a roadway. The developer will have to secure those approvals through TxDot and the County and build them.

Councilwoman Patti Turner wanted to know if they will be able to put up a fence instead of landscaping or have both as a buffer – they can enhance the fence and have less landscaping but they usually have both.

Motion: Mayor Pro-tem Hines made a motion to accept the first reading of the ordinance. Councilmember Nathan Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nathan Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed with 6 ayes, 0 nays.

Ashley Lumpkin requested a waiving of the second reading of the ordinance.

Motion: Councilmember Scott Rose made a motion to waive the second reading of the ordinance. Councilwoman Terri Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nathan Killough
Councilmember Patti Turner

Councilmember Terri Grimm

Action: The motion passed with 6 ayes, 0 nays.

- 8B. Presentation of the City Financials for the Month of March as required by the fiscal and budgetary policy.

Michel Sorrell, Chief Financial Officer, presented an overview of the City financials for the month of March.

PUBLIC HEARINGS:

- 9A. Open and conduct the second public hearing regarding the proposed annexation of the HISD Tract, 65.00 acres, more or less, of land located on the east side of FM 1660 North.

Ashley Lumpkin presented the second reading of an ordinance for the voluntary annexation of the Hutto Independent School District 65.00 acre tract.

A public hearing was opened at 8:47 p.m.

Mike Hemker 410 Rio Grande – made a formal request to pull from the consent agenda and for Council to take a record vote.

The hearing was closed at 8:48 p.m.

- 9B. Open and conduct the second public hearing regarding the proposed annexation of the HISD Tract, 100.00 acres, more or less, of land located on the east side of FM 1660 North.

Ashley Lumpkin presented the second reading of an ordinance for the voluntary annexation of the HISD 100.00 acre tract.

A public hearing was opened at 8:49 p.m.

Mike Hemker 410 Rio Grande - made a formal request to pull from the consent agenda and for Council to take a record vote.

The hearing was closed at 8:50 p.m.

- 10H. Consideration and possible action on a resolution approving the proposed Mustang Creek Preliminary Plat, 170.655 acres, more or less, of land, 506 residential lots, 1 commercial lot, 1 church lot, 1 lift station lot and 54 open space/greenlink lots, located on FM 100 North.

Mayor Gaul stated it is his understanding the homeowners met with the developers earlier in the week to discuss their concerns and the developers have some updates.

Scott Rempe and Dustin Goss from the developers stated a couple of items have been identified that concern the residents: 1) being traffic on Red River, and 2) being water drainage. They will be taking water from the Rivers Crossing subdivision and dispersing it in the creek in a more efficient manner.

With regard to the connection from Mustang Creek to Rivers Crossing via Red River the developer has agreed to install an access gate with a Knox lockbox that only Fire and Police will be able to access.

Randall Pick 108 Brazos – Came to ask for more time to address the connection of Rivers Crossing and Mustang Creek via Red River, but after hearing the solutions and compromise by the developer he is satisfied the issue is resolved.

Mike Hemker 410 Rio Grande – these are important issue to their community. The neighborhood contacted the City over a year ago but nothing ever happened. Their concerns are safety for the residents, parks and fees and drainage impact. Requested that before the final plat for this section is approved that the Rivers Crossing residents be able to have a conversation with the City.

Justin Olsen 415 Rio Grande – believes Rivers Crossing received little or no consideration before the approval of the Mustang Creek, Hutto Highlands and the William Lyons developments and no infrastructure improvements.

Rebecca Brown Acosta 105 Brazos Drive – very concerned for the safety of the neighborhood. Concerned that the gate actually does happen.

Councilmember Scott Rose – stated he is very familiar with Rivers Crossing. He believes their concerns are valid with regard to safety on the narrow roads. Appreciates the developer's efforts to work with the residents and address their concerns.

Councilmember Nathan Killough asked for confirmation that there are parks and greenspace in the new development. Scot Rempe confirmed that there is an amenity center and parkland in the Phase 1 development.

Mayor Doug Gaul stated he believes the Council and the developer have listened to the concerns of the River Crossings residents.

Mayor Pro-tem Tom Hines stated the access gate with the Knox lock box addresses the safety issue and the issue of drainage has been appropriately addressed. There will be better drainage than there is now.

Motion: Councilwoman Terri Grimm made a motion to approve the proposed Mustang Creek Preliminary Plat, 170.655 acres, more or less, of land, 506 residential lots, 1 commercial lot, 1 church lot, 1 lift station lot and 54 open space/greenlink lots, located on FM 100 North, with the stipulation that there be an access gate

installed on Red River between the two subdivisions with a Knox lock box.
Councilwoman Patti Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
 Councilmember Scott Rose
 Mayor Pro-tem Tom Hines
 Councilmember Nathan Killough
 Councilmember Patti Turner
 Councilmember Terri Grimm

Action: The motion passed with 6 ayes, 0 nays.

Public Comment by Tanner Rose 207 Watergate Way – Wanted to know what the budget is for the property that is the subject of the eminent domain. Why was the budget for phosphates cut from \$70,000.00 to \$20,000.00, and where are the funds going to come from? With the addition of an in-house City Attorney, who reports to the City Manager, why does the appointment have to be approved by Council, and where is the funding for salary coming from.

CONSENT AGENDA

- 10A. Consideration and possible action approving the minutes of the April 4, 2019 Regular Council Meeting and April 11, 2019 Special Called City Council Meeting.
- 10B. Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of the HISD Tract, 65.0 acres, more or less, of land located on the east side of FM 1660 North.
- 10C. Consideration and possible action on a resolution authorizing the City Manager to enter into a contract with NAPCO Chemical Company for the purchase of Phosphates.
- 10D. Consideration and possible action on a resolution authorizing the Creekside Park Improvements, Task Order #4, related to the Proposition C Bond park projects.
- 10E. Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of the HISD Tract, 100.0 acres, more or less, of land located on the east side of FM 1660 North.
- 10F. Consideration and possible action on a resolution approving the proposed Hutto Crossing Phase 4 Revised Preliminary Plat, 24.24 acres, more or less, of land, 87 residential lots, 7 open space lots, located at the southwest corner of Chris Kelley Boulevard and US 79 West.
- 10G. Consideration and possible action on a resolution approving the proposed Hutto Crossing Phase 4 Section 10 Final Plat, 24.242 acres, more or less, of land, 87 residential lots, located at Knowles Drive and Duroc Drive.

- 10I. Consideration and possible action on a resolution approving the proposed Star Ranch Parcel 13B Final Plat, 0.453 acres, more or less, of land, 1 commercial lot, located within Hutto's extraterritorial jurisdiction (ETJ) on Klattenhoff Lane.
- 10J. Consideration and possible action to appoint Cara Hanna as in-house City Attorney, and setting executive pay as determined by the City Manager.

Motion: Councilmember Nathan Killough made a motion to accept the Consent Agenda items as presented. Councilwoman Patti Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nathan Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, 0 nays.

RESOLUTIONS:

- 11A. Consideration and possible action on a resolution adopting the Hutto Strategic Plan.

Eliska Padilla, Assistant to the City Manager, presented the 2020 Hutto Strategic Plan to the Council for approval.

Councilwoman Terri Grimm wanted to know if the slides for the plan could be upload to the website or Facebook – she was advised it would be done.

Motion: Councilmember Nathan Killough made a motion to adopt the Hutto Strategic Plan. Councilwoman Terri Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nathan Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, 0 nays.

- 11B. A resolution of the City Council of the City of Hutto, Texas, in support of the creation of a Municipal Management District to be known as Hutto Municipal Management District No. 1.

Eliska Padilla advised the Council that Wolverine Interests requested the formation of a Municipal Management District as a mechanism to finance public improvements.

Motion: Mayor Pro-tem Hines made a motion to approve the creation of a Municipal Management District to be known as Hutto Municipal Management District No. 1. Councilmember Scott Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nathan Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, 0 nays.

11C. Consideration and possible action on a resolution denying an administrative variance request by Castlerock.

Ashley Lumpkin advised the Council that several years ago the City had a Smartcode that had pieces that were very confusing. One of them was in the transec zone adopted with the Brooklands development that requires you only have two-story homes, single-story homes were added as a warrant process which is essentially an administrative variance. The developer of the Brooklands was okay with that at the time. The Smartcode has since been replaced with the UDC. The request came in to allow up to 65% one story homes which was too much.

Odis Jones, City Manager, stated that the Smartcode was not very smart and the Council Members, the Planning & Zoning commission and the Chamber and local builders all got together and got rid of the Smartcode.

The City Manager stated that he dislikes the hateful threats that have been lodged against the City, the residents, City employees and the police officers as a result of a video that was posted by the homebuilder's employee. The City Manager would like to exercise his authority, with the support of the Council, to deny the variance.

Councilmember Scott Rose stated he lives in a Castlerock home and he was asked to intervene in this matter. He has serious issues when he watches the video and reads hateful emails from individuals across the country threatening the police.

Councilwoman Patti Turner stated she works in the construction industry and has never seen such unprofessionalism and discord toward our officers. The City Manager and the City Attorney have requested Castlerock ask their employee to remove the video and they have refused.

Councilwoman Terri Grimm stated the entire situation was over the pettiest issue she has ever seen.

Motion: Mayor Pro-tem Tom Hines made a motion to support the City Manager's decision to deny a variance request by Castlerock. Councilmember Scott Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nathan Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, 0 nays.

OTHER BUSINESS

10A. Consideration of and possible appointments to City Boards and Commissions.

There were no appointments made.

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 9:41 p.m.

CITY OF HUTTO

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9B.

AGENDA DATE: May 02, 2019

PRESENTED BY:

ITEM:

Consideration and possible action on a resolution approving Change Order #1 for the Shiloh New Ground Storage Tank. (MD Hossain)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

Tank Builders, Inc. was contracted in July 2018 to construct a new 350,000 gallon welded steel ground storage tank at the Shiloh water plant to replace the existing tank which has fallen into a condition beyond repair. Prior to construction of the new tank it was determined that additional improvements to the new tank could be made during construction which would allow for improved ability to expand the plant in the future. Proposed improvements under this change order are – (a) Upsizing some of the yard piping to allow for an ultimate 5 million gallon per day water treatment plant capacity, (b) Providing some valves for increased operational and future construction flexibility, (c) Changing the tank outlet orientation to be floor penetrations to allow full utilization of the tank volume, (d) Modifying the locations of the inlet and outlets for the tank in order to prevent short-circuiting and/or thermal stratification and ensure complete mixing of the water in the tank. The proposed improvements would allow the new ground storage tank to provide a greater amount of water, provide improved operations and maintenance ability and reduce the cost of future improvements to the Shiloh water plant.

BUDGETARY AND FINANCIAL SUMMARY:

This change order results in an increase of \$91,600 to the contract increasing the total amount of the contract to \$626,600.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. [Resolution](#)
2. [Change Order #1](#)
3. [Change Order #1 Plan Markups](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPROVE CHANGE ORDER #1 FOR THE SHILOH
NEW GROUND STORAGE TANK.**

WHEREAS, the Shiloh water plant is of vital importance to the City water infrastructure;
and

WHEREAS, the City requires the construction of a new ground storage tank to replace the
old tank which is in a state beyond repair; and

WHEREAS, the City desires to construct infrastructure that can be utilized in the future
and allows for the expansion of the Cities water system capacity and provides improved
operational and maintenance ability; and

WHEREAS, Change Order #1 will reduce the cost of future improvements at the Shiloh
water plant,

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

The Hutto City Council hereby approves Change Order #1 for the new Shiloh ground
storage tank.

CONSIDERED and RESOLVED on this 2nd day of the month **May 2019**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa Brown, City Secretary

Change Order

No. 1

Date of Issuance: 4/16/2019

Effective Date: 4/16/2019

Project: Shiloh Plant New Ground Storage Tank	Owner: City of Hutto	Owner's Contract No.: 18-07
Contract:		Date of Contract: 7/3/2018
Contractor: Tank Builders, Inc.		Engineer's Project No.: None

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

*Increase inlet pipe to 20" Dia. *Increase overflow pipe to 16" Dia. *Drain and Drain Valve decreased to 6" Dia.

*Increase outlet and equalization pipe to 16" Dia. *Change to underground connections

*Increase Northern, East to West run of piping to 20" diameter

*Increase Western, North to South run of piping to 16" diameter *Add 16" Dia. Shell Nozzle with Blind Flange

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 535,000.00

[Increase] from previously approved Change Orders No. ____ to No. 1:

\$ 0.00

Contract Price prior to this Change Order:

\$ 535,000.00

[Increase] of this Change Order:

\$ 91,600.00

Contract Price incorporating this Change Order:

\$ 626,600.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days): _____

Ready for final payment (days): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times with all approved Change Orders:

Substantial completion (days): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: Verly Patton
Engineer (Authorized Signature)

Date: 4/16/2018

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: John Smith
Contractor (Authorized Signature)

Date: _____

Date: _____

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

9C.

AGENDA DATE: May 02, 2019

PRESENTED BY:

Ashley Lumpkin

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to negotiate and execute a contract with Aaron Concrete Contractors for the US Highway 79 Median Improvements. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Infrastructure & Growth

ITEM BACKGROUND:

MA Partners and the city of Hutto determined that a raised median and traffic signal would be best for controlling traffic at the entrance to the new Co-Op development and would be required prior to the opening of Co-Op Blvd. Because US 79 is a TxDOT facility Cobb Fendley added HNTB as sub-consultant (pass through agreement) to prepare plans according to TxDOT Standards at the request of the City to help expedite the design and TxDOT agreements.

HNTB provided final design plans for the City of Hutto bid to TxDOT standards, environmental clearance, coordination with TxDOT, and AFA development and coordination for the implementation of median improvements on US 79 from approximately 750-feet west of Short Street to Main Street for total project length of approximately 1,400-feet. HNTB will be providing oversight during the construction phase of the project.

The improvements include:

- East Bound Left turn bay with raised median into Co-Op Blvd
- East Bound Left turn bay with raised median into West Street
- West Bound Right turn bay into Co-Op Blvd
- New Traffic Signal at US 79 and Co-Op Blvd

The existing configuration is curb and gutter on both sides with:

- 14' lane - 12' lane - 14' flush median - 12' lane - 14' lane

The proposed configuration is curb and gutter on both side with:

- 14' lane - 12' lane - 12' turn lane - 1' curb - 13' lane - 14' lane
- 14' lane - 13' lane - 12' raised median - 13' lane - 14' lane

BUDGETARY AND FINANCIAL SUMMARY:

Budget per the Advanced Funding Agreement with TxDOT was \$600,000. Engineers cost estimate was \$386,231. The low bidder was Aaron Concrete @ \$647,009.50. Payments for construction will be reimbursed by the developer as part of their development agreement. *The signal will be installed by Aaron Concrete Contractors, the developer just ordered the poles to expedite the process of getting the poles.*

Two bids were received. The Bid Opening was on February 28th 2019. The low bid was received from Aaron Concrete Contractors. The TXDOT area office and district design office staff have approved the award, and the concurrence memo is awaiting signature by the District Engineer. The City will execute the contract after receiving the memo.

Funding Source: Funded by Co-Op developer (MA Partners)

Note that even though the engineer estimated the project cost lower (based on average TxDOT bid prices), the bids we got are not very far off from the \$600k estimate we gave TxDOT and MA Partners when we put the AFA together. Given the large amount of work that's out there right now and the small size of the project, the higher bid prices aren't too surprising.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends awarding the contract.

SUPPORTING MATERIAL:

1. [Resolution](#)
2. [Letter Authority to Sign by TxDOT](#)
3. [Bid Analysis](#)
4. [BID - Aaron Concrete Contractors](#)
5. [BID - C.C. Carlton Industries](#)
6. [Engineer's Recommendation of Contract Award](#)
7. [Request for TxDOT Concurrence on award of project](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT AGREEMENT WITH
AARON CONCRETE CONTRACTORS FOR THE
CONSTRUCTION OF US HIGHWAY 79 MEDIAN
IMPROVEMENTS.**

WHEREAS, the City desires the continued development of the Co-Op District; and

WHEREAS, the City desires to promote public safety and the improved flow of traffic within the City; and

WHEREAS, the US Highway 79 median improvements are required prior to the opening of Co-Op Blvd; and

WHEREAS, Aaron Concrete Contractors Ltd. was the lowest bidder,

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

The Hutto City Council hereby authorizes the City Manager to enter into a contract with Aaron Concrete Contractors, Ltd. for the US Highway 79 median improvements.

CONSIDERED and RESOLVED on this 2nd day of the month **May 2019**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa Brown, City Secretary



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

February 1, 2019

Odis Jones
City Manager
City of Hutto
210 US 79 East, Suite 103
Hutto, Texas 78634

Williamson County
Control: 0204-02-032
Project: CC 204-2-32
US 79 From: West St. to 0.265 mi West of West St.

Dear Mr. Jones:

Please consider this letter authority and agreement for the above referenced project. The State of Texas allows for the project to be advertised for construction bids.

When local governments are approved to let their own projects, they agree to follow all state and federal procedures. This included meeting all current advertising requirements.

Additionally, any revision(s) made by addenda to the construction plans or Project Manual must be submitted to this office for approval prior to issuance. This requirement is necessary, due to the project being constructed on a State facility, to ensure the documents are in compliance with Federal and State regulations.

If you have any questions or need further assistance, please feel free to call Michelle Cooper at (512) 930-6008.

Sincerely,

Bobby A. Ramthun, P.E.
Area Engineer
Georgetown Area Office

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
Aaron Concrete Contractors	\$646,999.50	1	\$260,769.19	67.5%	-	-
C.C. Carlton Industries	\$661,185.50	2	\$274,955.19	71.2%	\$14,186.00	2.2%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron Concrete Contractors		C.C. Carlton Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	5.0	STA	\$ 500.00	\$ 2,500.00	\$ 1,500.00	\$ 7,500.00	\$ 12,000.00	\$ 60,000.00
2	104-6009	EXCAVATION (ROADWAY)	362	CY	\$ 15.00	\$ 5,430.00	\$ 60.00	\$ 21,720.00	\$ 120.00	\$ 43,440.00
3	104-6017	SUBGRADE WIDENING (ORD COMP)	5	STA	\$ 340.00	\$ 1,700.00	\$ 1,500.00	\$ 7,500.00	\$ 3,800.00	\$ 19,000.00
4	104-6024	EMBANKMENT (FINAL)(ORD COMP)(TY A)	28	CY	\$ 15.00	\$ 420.00	\$ 70.00	\$ 1,960.00	\$ 300.00	\$ 8,400.00
5	104-6054	FURNISHING AND PLACING TOPSOIL (4")	612	SY	\$ 5.00	\$ 3,060.00	\$ 16.00	\$ 9,792.00	\$ 7.00	\$ 4,284.00
6	106-6002	BROADCAST SEED (TEMP) (WARM)	306	SY	\$ 0.20	\$ 61.20	\$ 2.00	\$ 612.00	\$ 1.00	\$ 306.00
7	110-6002	BROADCAST SEED (TEMP) (COOL)	306	SY	\$ 0.20	\$ 61.20	\$ 2.00	\$ 612.00	\$ 1.00	\$ 306.00
8	110-6003	CELL FBR MLCH SEED(PERM)(RURAL)(SANDY)	612	SY	\$ 1.00	\$ 612.00	\$ 3.00	\$ 1,836.00	\$ 1.50	\$ 918.00
9	132-6005	VEGETATIVE WATERING	6	MG	\$ 20.00	\$ 122.00	\$ 45.00	\$ 274.50	\$ 300.00	\$ 1,830.00
10	160-WC002	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	443	CY	\$ 100.00	\$ 44,300.00	\$ 150.00	\$ 66,450.00	\$ 100.00	\$ 44,300.00
11	161-WC001	PRIME COAT (MULTI OPTION)	100	GAL	\$ 5.00	\$ 500.00	\$ 6.00	\$ 600.00	\$ 6.50	\$ 650.00
12	162-WC103	D-GR HMA(SQ) TY-B PG64-22	133.00	TON	\$ 100.00	\$ 13,300.00	\$ 170.00	\$ 22,610.00	\$ 180.00	\$ 23,940.00
13	164-WC04	D-GR HMA(SQ) TY-D PG70-22	73	TON	\$ 130.00	\$ 9,490.00	\$ 200.00	\$ 14,600.00	\$ 210.00	\$ 15,330.00
14	164-WC07	DRILL SHAFT (TRF SIG POLE) (36 IN)	13	LF	\$ 300.00	\$ 3,900.00	\$ 480.00	\$ 6,240.00	\$ 500.00	\$ 6,500.00
15	164-WC10	DRILL SHAFT (TRF SIG POLE) (48 IN)	22	LF	\$ 385.00	\$ 8,470.00	\$ 520.00	\$ 11,440.00	\$ 600.00	\$ 13,200.00
16	164-6003	RC PIPE (CL III)(18 IN)	6	LF	\$ 60.00	\$ 360.00	\$ 590.00	\$ 3,540.00	\$ 900.00	\$ 5,400.00
17	166-6002	INLET (COMPL)(PCO)(5FT)(LEFT)	1	EA	\$ 6,300.00	\$ 6,300.00	\$ 5,500.00	\$ 5,500.00	\$ 7,200.00	\$ 7,200.00
18	168-WC01	ADJUSTING MANHOLES & INLETS	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 5,200.00	\$ 10,400.00	\$ 1,250.00	\$ 2,500.00
19	169-6001	MOBILIZATION	1	LS	\$ 35,111.85	\$ 35,111.85	\$ 50,000.00	\$ 50,000.00	\$ 32,000.00	\$ 32,000.00
20	170-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00	\$ 17,000.00	\$ 34,000.00
21	400-6006	BIODEG EROSN CONT LOGS (INSTL) (8")	60	LF	\$ 5.00	\$ 300.00	\$ 11.00	\$ 660.00	\$ 20.00	\$ 1,200.00
22	400-6009	BIODEG EROSN CONT LOGS (INSTL) (12")	80	LF	\$ 6.00	\$ 480.00	\$ 11.00	\$ 880.00	\$ 25.00	\$ 2,000.00
23	401-6001	BIODEG EROSN CONT LOGS (REMOVE)	140	LF	\$ 1.00	\$ 140.00	\$ 5.00	\$ 700.00	\$ 5.00	\$ 700.00
24	416-6002	CONC CURB & GUTTER (TY II)	530	LF	\$ 18.00	\$ 9,540.00	\$ 32.00	\$ 16,960.00	\$ 25.00	\$ 13,250.00
25	420-6013	CONC CURB (SPECIAL) (TYPE II)	2195	LF	\$ 10.00	\$ 21,950.00	\$ 30.00	\$ 65,850.00	\$ 25.00	\$ 54,875.00
26	420-6025	CURB RAMPS (TY 7)	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,250.00	\$ 2,500.00
27	420-6074	CONC MEDIAN	701	SY	\$ 80.00	\$ 56,080.00	\$ 200.00	\$ 140,200.00	\$ 90.00	\$ 63,090.00
28	422-6015	CONDT (PVC) (SCH 80) (2")	55	LF	\$ 13.00	\$ 715.00	\$ 31.00	\$ 1,705.00	\$ 25.00	\$ 1,375.00
29	422-6019	CONDT (PVC) (SCH 80) (2") (BORE)	160	LF	\$ 27.00	\$ 4,320.00	\$ 43.00	\$ 6,880.00	\$ 40.00	\$ 6,400.00
30	423-6008	CONDT (PVC) (SCH 80) (3")	100	LF	\$ 17.00	\$ 1,700.00	\$ 37.00	\$ 3,700.00	\$ 30.00	\$ 3,000.00
31	432-6001	CONDT (PVC) (SCH 80) (3") (BORE)	480	LF	\$ 28.00	\$ 13,440.00	\$ 49.00	\$ 23,520.00	\$ 45.00	\$ 21,600.00
32	432-6002	ELEC CONDR (NO.8) BARE	1540	LF	\$ 1.00	\$ 1,540.00	\$ 1.80	\$ 2,772.00	\$ 2.00	\$ 3,080.00
33	432-6008	ELEC CONDR (NO.8) INSULATED	1397	LF	\$ 1.00	\$ 1,397.00	\$ 1.90	\$ 2,654.30	\$ 2.00	\$ 2,794.00
34	432-6017	ELEC CONDR (NO.6) BARE	20	LF	\$ 1.29	\$ 25.80	\$ 3.60	\$ 72.00	\$ 2.00	\$ 40.00
35	432-6024	ELEC CONDR (NO.6) INSULATED	40	LF	\$ 1.60	\$ 64.00	\$ 4.90	\$ 196.00	\$ 5.00	\$ 200.00
36	432-6033	TRAY CABLE (3 CONDR) (12 AWG)	539	LF	\$ 1.74	\$ 937.86	\$ 4.90	\$ 2,641.10	\$ 4.00	\$ 2,156.00
37	432-6045	GROUND BOX TY D (162922)W/APRON	4	EA	\$ 1,150.00	\$ 4,600.00	\$ 1,400.00	\$ 5,600.00	\$ 1,200.00	\$ 4,800.00
38	450-6006	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	1	EA	\$ 4,400.00	\$ 4,400.00	\$ 7,300.00	\$ 7,300.00	\$ 7,500.00	\$ 7,500.00
39	459-6007	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	3	EA	\$ 550.00	\$ 1,650.00	\$ 630.00	\$ 1,890.00	\$ 750.00	\$ 2,250.00
40	460-6013	INSTL DEL ASSM (D-DY)SZ 1(FLX)SRF	5	EA	\$ 50.00	\$ 250.00	\$ 140.00	\$ 700.00	\$ 160.00	\$ 800.00
41	462-6001	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	736	LF	\$ 1.00	\$ 736.00	\$ 3.30	\$ 2,428.80	\$ 3.50	\$ 2,576.00
42	462-6003	REFL PAV MRK TY I (W)(ARROW)(100MIL)	6	EA	\$ 135.00	\$ 810.00	\$ 240.00	\$ 1,440.00	\$ 270.00	\$ 1,620.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron Concrete Contractors		C.C. Carlton Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
43	462-6004	REFL PAV MRK TY I (W)(WORD)(100MIL)	6	EA	\$ 135.00	\$ 810.00	\$ 300.00	\$ 1,800.00	\$ 330.00	\$ 1,980.00
44	462-6006	REFL PAV MRK TY II (W) 24" (SLD)	171	LF	\$ 3.00	\$ 513.00	\$ 7.00	\$ 1,197.00	\$ 10.00	\$ 1,710.00
45	462-6010	REFL PAV MRK TY II (Y) 4" (SLD)	1132	LF	\$ 0.20	\$ 226.40	\$ 0.80	\$ 905.60	\$ 1.00	\$ 1,132.00
46	462-6014	REFL PAV MRKR TY II-C-R	37	EA	\$ 3.50	\$ 129.50	\$ 9.00	\$ 333.00	\$ 1.00	\$ 37.00
47	462-6019	ELIM EXT PAV MRK & MRKS (4")	3214	LF	\$ 2.50	\$ 8,035.00	\$ 0.80	\$ 2,571.20	\$ 1.00	\$ 3,214.00
48	464-6001	ELIM EXT PAV MRK & MRKS (ARROW)	4	EA	\$ 100.00	\$ 400.00	\$ 120.00	\$ 480.00	\$ 150.00	\$ 600.00
49	464-6003	INSTALL HWY TRF SIG (ISOLATED)	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 6,000.00	\$ 40,000.00	\$ 40,000.00
50	464-6005	VEH SIG SEC (12")LED(GRN)	7	EA	\$ 210.00	\$ 1,470.00	\$ 280.00	\$ 1,960.00	\$ 350.00	\$ 2,450.00
51	464-6007	VEH SIG SEC (12")LED(GRN ARW)	3	EA	\$ 210.00	\$ 630.00	\$ 305.00	\$ 915.00	\$ 350.00	\$ 1,050.00
52	464-6016	VEH SIG SEC (12")LED(YEL)	7	EA	\$ 210.00	\$ 1,470.00	\$ 280.00	\$ 1,960.00	\$ 350.00	\$ 2,450.00
53	464-6017	VEH SIG SEC (12")LED(YEL ARW)	4	EA	\$ 210.00	\$ 840.00	\$ 305.00	\$ 1,220.00	\$ 350.00	\$ 1,400.00
54	464-6046	VEH SIG SEC (12")LED(RED)	7	EA	\$ 210.00	\$ 1,470.00	\$ 280.00	\$ 1,960.00	\$ 350.00	\$ 2,450.00
55	465-6002	VEH SIG SEC (12")LED(RED ARW)	1	EA	\$ 210.00	\$ 210.00	\$ 305.00	\$ 305.00	\$ 350.00	\$ 350.00
56	465-6007	BACK PLATE (12")(3 SEC)	5	EA	\$ 100.00	\$ 500.00	\$ 61.00	\$ 305.00	\$ 200.00	\$ 1,000.00
57	465-6011	BACK PLATE (12")(4 SEC)	1.00	EA	\$ 100.00	\$ 100.00	\$ 68.00	\$ 68.00	\$ 200.00	\$ 200.00
58	465-6014	BACK PLATE (12")(5 SEC)	2	EA	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00
59	465-6015	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	3421	LF	\$ 2.50	\$ 8,552.50	\$ 4.00	\$ 13,684.00	\$ 2.50	\$ 8,552.50
60	465-6016	INS TRF SIG PL AM(S)1 ARM(44')LUM&ILSN	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00
61	465-6126	IN TRF SG PL AM(S)2ARM(65-36')LUM&ILSN	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 3,100.00	\$ 3,100.00	\$ 6,000.00	\$ 6,000.00
62	465-6128	BBU SYSTEM (EXTERNAL BATT CABINET)	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 9,100.00	\$ 9,100.00	\$ 10,000.00	\$ 10,000.00
63	465-6189	ILSN (LED) (6 D)	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 3,900.00	\$ 3,900.00	\$ 4,200.00	\$ 4,200.00
64	466-6099	ILSN (LED) (8 D)	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 4,300.00	\$ 8,600.00	\$ 4,000.00	\$ 8,000.00
65	466-6152	RVDS(PRESENCE DETECTION ONLY)	3	EA	\$ 8,500.00	\$ 25,500.00	\$ 8,500.00	\$ 25,500.00	\$ 7,200.00	\$ 21,600.00
66	466-6181	RVDS(ADVANCE DETECTION ONLY)	2	EA	\$ 8,500.00	\$ 17,000.00	\$ 9,100.00	\$ 18,200.00	\$ 9,000.00	\$ 18,000.00

TOTAL COST ADJUSTED FOR CORRECTNESS (BASE)	\$ 386,230.31	\$ 646,999.50	\$ 661,185.50
ACTUAL BID PROPOSAL (BASE)		\$647,009.50	\$661,185.50
ADJUSTMENT DIFFERENCE (BASE)		\$ (10.00)	\$ -
Bid Bond		Y	Y

BID FORM

TO: City of Hutto, Texas
401 West Front Street
Hutto, Texas 78634-4203

FOR: US 79 Median Improvements at Co-op Project
CC 204-2-32

1. The undersigned bidder has thoroughly examined the Plans, Specifications and the site, understands the amount of work to be done, and hereby proposes to do all the work, furnish all labor, equipment and materials necessary to fully complete all work as provided in the Plans, Specifications, and subject to the inspection and approval of the Engineer and the City of Hutto.
2. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
3. BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within five (5) days after the date of OWNER's Notice of Award.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No.	Date	Received
<u>1</u>	<u>2/22/19</u>	<u>2/25/19</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance

or furnishing of the Work.

(c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

(d) BIDDER understands and agrees that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

(e) BIDDER understands and agrees that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of the OWNER to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth, except as provided for in the Contract Documents.

(f) BIDDER understands and agrees that lump sum prices may be increased to cover additional work order by the ENGINEER or OWNER, but which is not shown on the plans or required by the specifications, in accordance with the General Provisions. Similarly, lump sum prices may be decreased to reflect any deletion of work so ordered.

5. It is understood and agreed that all work under this contract will be completed within the BIDDER specified or OWNER specified calendar days whichever is less. BIDDER is asked to submit a CALENDAR DAY count in this Bid for consideration. The BIDDER shall not provide a CALENDAR DAY count greater than the maximum duration provided below. Completion dates and times will be established in the Notice to Proceed, in accordance with the provisions of these Contract Documents as follows:

City of Hutto, US 79 Median Improvements at Co-op Project

Completion Duration (Maximum): 60 Working Days from Notice to Proceed.

Contract time will commence to run as provided in the Contract Documents.

6. BIDDER understands and agrees that the following unit prices shall be the basis of total compensation for furnishing and installing each item, complete in place. Upon acceptance of this Bid by the Owner, the BIDDER is bound to execute a contract and furnish Performance Bond, Payment Bond and Maintenance Bond

approved by the Owner for completing the said work within the time stated and for the following sums, to wit:

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT	\$ <u>177,924⁵⁰</u>
ALL OTHER CHARGES	\$ <u>469,075⁰⁰</u>
**TOTAL	\$ <u>646,999⁵⁰</u>

* This form is included in these documents for reference only. It is to be completed by the low bidder at the time of execution of the contract.

** This total must agree with the total figure shown in Exhibit A, TOTAL AMOUNT BID in the bound contract.

NOTE: For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

7. Within ten (10) days after acceptance of this Bid, the undersigned will execute the formal contract and will deliver an approved Surety Bond and such other bonds as required by the Contract Documents, for the faithful performance of this Contract. The attached bid security in the amount of 5% GAB is to become the property of the Owner, in the event the contract and bond or bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional work caused thereby.
8. Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signature page.
9. BIDDER understands that the Owner is exempt from State Limited Sales and Use Tax on tangible personal property to be incorporated into the project. Said taxes are not included in the Contract Price (see Special Instructions to Bidders).

The City of Hutto reserves the right to delete any portion of this project, as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion of the project, the contract quantities will be adjusted accordingly.

Respectfully submitted,

ARROY LOCRETE CONTRACTORS, LP.

By AL, ARROY CABRERA

GENERAL PARTNER

Title

P.O. Box 27107

AUSTIN, TX 78755

Address

(SEAL)

If Bidder is Corporation

Date: _____

- END OF BID -

CONTROL: 0204-02-032

HIGHWAY: US 79

COUNTY: WILLIAMSON

PRELIMINARY ESTIMATE
TEXAS DEPARTMENT OF TRANSPORTATION

EXHIBIT A

BID ITEM	ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	100	6002	PREPARING ROW	STA	5.00	1,500 ⁰⁰	7,500 ⁰⁰
2	110	6001	EXCAVATION (ROADWAY)	CY	362.00	60 ⁰⁰	21,720 ⁰⁰
3	112	6001	SUBGRADE WIDENING (ORD COMP)	STA	5.00	1,500 ⁰⁰	7,500 ⁰⁰
4	132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	28.00	70 ⁰⁰	1,960 ⁰⁰
5	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	612.00	16 ⁰⁰	9,792 ⁰⁰
6	164	6009	BROADCAST SEED (TEMP) (WARM)	SY	306.00	2 ⁰⁰	612 ⁰⁰
7	164	6011	BROADCAST SEED (TEMP) (COOL)	SY	306.00	2 ⁰⁰	612 ⁰⁰
8	164	6021	CELL FBR MLCH SEED(PERM)(RURAL)(SANDY)	SY	612.00	3 ⁰⁰	1,836 ⁰⁰
9	168	6001	VEGETATIVE WATERING	MG	6.10	45 ⁰⁰	274 ⁵⁰
10	247	6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	443.00	150 ⁰⁰	66,450 ⁰⁰
11	310	6001	PRIME COAT (MULTI OPTION)	GAL	100.00	6 ⁰⁰	600 ⁰⁰
12	340	6011	D-GR HMA(SQ) TY-B PG64-22	TON	133.00	170 ⁰⁰	22,610 ⁰⁰
13	340	6122	D-GR HMA(SQ) TY-D PG70-22	TON	73.00	200 ⁰⁰	14,600 ⁰⁰
14	416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	13.00	480 ⁰⁰	6,240 ⁰⁰
15	416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	22.00	520 ⁰⁰	11,440 ⁰⁰
16	464	6003	RC PIPE (CL III)(18 IN)	LF	6.00	590 ⁰⁰	3,540 ⁰⁰
17	465	6022	INLET (COMPL)(PCO)(5FT)(LEFT)	EA	1.00	5,500 ⁰⁰	5,500 ⁰⁰
18	479	6003	ADJUSTING MANHOLES & INLETS	EA	2.00	5,200 ⁰⁰	10,400 ⁰⁰
19	500	6001	MOBILIZATION	LS	1.00	50,000 ⁰⁰	50,000 ⁰⁰
20	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.00	2,000 ⁰⁰	4,000 ⁰⁰
21	506	6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	60.00	11 ⁰⁰	660 ⁰⁰
22	506	6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	80.00	11 ⁰⁰	880 ⁰⁰
23	506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	140.00	5 ⁰⁰	700 ⁰⁰
24	529	6008	CONC CURB & GUTTER (TY II)	LF	530.00	32 ⁰⁰	16,960 ⁰⁰
25	529	6013	CONC CURB (SPECIAL) (TYPE II)	LF	2195.00	30 ⁰⁰	65,850 ⁰⁰
26	531	6010	CURB RAMPS (TY 7)	EA	2.00	2,000 ⁰⁰	4,000 ⁰⁰
27	536	6002	CONC MEDIAN	SY	701.00	200 ⁰⁰	140,200 ⁰⁰
28	618	6046	CONDT (PVC) (SCH 80) (2")	LF	55.00	31 ⁰⁰	1,705 ⁰⁰
29	618	6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	160.00	43 ⁰⁰	6,880 ⁰⁰

30	618	6053	CONDT (PVC) (SCH 80) (3")	LF	100.00	37.00	3,700 ⁰⁰
31	618	6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	480.00	49 ⁰⁰	23,520 ⁰⁰
32	620	6007	ELEC CONDR (NO.8) BARE	LF	1540.00	1 ⁰⁰	2,772 ⁰⁰
33	620	6008	ELEC CONDR (NO.8) INSULATED	LF	1397.00	1 ⁹⁰	2,654 ⁹⁰
34	620	6009	ELEC CONDR (NO.6) BARE	LF	20.00	3 ⁶⁰	72 ⁰⁰
35	620	6010	ELEC CONDR (NO.6) INSULATED	LF	40.00	4 ⁹⁰	196 ⁰⁰
36	621	6002	TRAY CABLE (3 CONDR) (12 AWG)	LF	539.00	4 ⁹⁰	2,641 ¹⁰
37	624	6010	GROUND BOX TY D (162922)W/APRON	EA	4.00	1,400 ⁰⁰	5,600 ⁰⁰
38	628	6165	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	EA	1.00	7,300 ⁰⁰	7,300 ⁰⁰
39	644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	3.00	635 ⁰⁰	1890 ⁰⁰
40	658	6042	INSTL DEL ASSM (D-DY)SZ 1(FLX)SRF	EA	5.00	140 ⁰⁰	700 ⁰⁰
41	666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	736.00	3 ³⁰	2428 ⁰⁰
42	666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	6.00	240 ⁰⁰	1,440 ⁰⁰
43	666	6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	6.00	300 ⁰⁰	1,800 ⁰⁰
44	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	171.00	7 ⁰⁰	1,197 ⁰⁰
45	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	1132.00	0 ⁸⁰	905.60
46	672	6010	REFL PAV MRKR TY II-C-R	EA	37.00	9 ⁰⁰	333 ⁰⁰
47	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	3214.00	0 ⁸⁰	2,571 ²⁰
48	677	6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	4.00	120 ⁰⁰	480 ⁰⁰
49	680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1.00	6000 ⁰⁰	6,000 ⁰⁰
50	682	6001	VEH SIG SEC (12")LED(GRN)	EA	7.00	280 ⁰⁰	1960 ⁰⁰
51	682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	3.00	305 ⁰⁰	915 ⁰⁰
52	682	6003	VEH SIG SEC (12")LED(YEL)	EA	7.00	280 ⁰⁰	1,960 ⁰⁰
53	682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	4.00	305 ⁰⁰	1,220 ⁰⁰
54	682	6005	VEH SIG SEC (12")LED(RED)	EA	7.00	280 ⁰⁰	1,960 ⁰⁰
55	682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	1.00	305 ⁰⁰	305 ⁰⁰
56	682	6023	BACK PLATE (12")(3 SEC)	EA	5.00	61 ⁰⁰	305 ⁰⁰
57	682	6024	BACK PLATE (12")(4 SEC)	EA	1.00	68 ⁰⁰	68 ⁰⁰
58	682	6025	BACK PLATE (12")(5 SEC)	EA	2.00	100 ⁰⁰	200 ⁰⁰
59	684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	3421.00	4 ⁰⁰	13,684 ⁰⁰
60	686	6048	INS TRF SIG PL AM(S)1 ARM(44')LUM&ILSN	EA	1.00	2,800 ⁰⁰	2,800 ⁰⁰
61	686	6272	IN TRF SG PL AM(S)2ARM(65-36')LUM&ILSN	EA	1.00	3,100 ⁰⁰	3,100 ⁰⁰
62	6058	6001	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1.00	9,100 ⁰⁰	9,100 ⁰⁰
63	6090	6001	ILSN (LED) (6 D)	EA	1.00	3,900 ⁰⁰	3,900 ⁰⁰

64	6090	6002	ILSN (LED) (8 D)	EA	2.00	4,350 ^{EX}	2,600 ^{EX}
65	6292	6001	RVDS(PRESENCE DETECTION ONLY)	EA	3.00	8,500 ^{EX}	25,500 ^{EX}
66	6292	6002	RVDS(ADVANCE DETECTION ONLY)	EA	2.00	9,100 ^{EX}	18,200 ^{EX}

TOTAL BID	6046, 999.50
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
Aaron Concrete Contractors, LP as PRINCIPAL,
AND Liberty Mutual Fire Insurance Company as SURETY are held and firmly
bound unto City of Hutto hereinafter called the "Local Public Agency", in the penal
sum of Five-Percent of Greatest Amount Bid
Dollars, (\$ 5% GAB), lawful money of the United States, for
the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has
submitted the Accompanying Bid, dated February 28th
20 19, for US-79 Median Improvements -Median Work /Right Turn Lane

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period
specified therein after the opening of the same, or, if no period be specified, within
sixty (60) days after the said opening, and shall within the period specified therefore,
or if no period be specified, within ten (10) days after the prescribed forms are
presented to him for signature, enter into a written Contract with the Local Public
Agency in accordance with the Bid as accepted, and give bond with good and
sufficient surety or sureties, as may be required, for the faithful performance and
proper fulfillment of such contract; or in the event of the withdrawal of said Bid
within the period specified, or the failure to enter into such Contract and give such
bond within the time specified, if the Principal shall pay the Local Public Agency the
difference between the amount specified in said Bid and the amount for which the
Local Public Agency may procure the required work or supplies or both, if the later be
in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument
under their several seals this 28th day of February
20 19, the name and corporate seal of each corporate party being hereto affixed and
these present signed by its undersigned representative, pursuant to authority of its
governing body.

DALE DETT
DALE DETT, PM
Attest:

Aaron Concrete Contractors, LP
Aaron Cabana, Gen. Partner
By: [Signature]

Affix
By:
Corporate Seal

Canellia Doss
Canellia Doss, Secretary
Attest:

Liberty Mutual Fire Insurance Company
By: [Signature]
Kenneth Nitsche, Attorney-In-Fact
Affix

By:
Corporate Seal

Attest:

By: _____

Affix
By:
Corporate Seal

Countersigned

By _____

* Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____, Secretary of the Corporation named as
Principal in the within bond; that _____ who signed the said
bond on behalf of the Principal was then _____
_____ of said corporation; that I know his signature, and his
signature thereto is genuine; and that said bond was duly signed, sealed, and
attested to for and in behalf of said corporation by authority of this governing
body.

Title _____

(Corporate
Seal)

* Power-of-attorney for person signing for Surety Company must be attached to bond.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7722446

LIBERTY MUTUAL FIRE INSURANCE COMPANY
WAUSAU, WISCONSIN
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: LIBERTY MUTUAL FIRE INSURANCE COMPANY, being a Wisconsin Corporation having its principal office in the City of Wausau, State of Wisconsin does hereby make, constitute and appoint Craig Parker; David Ferguson; Kenneth Nitsche; Nina Smith; Robert James Nitsche; Robert K. Nitsche; Violet Frosch

all of the city of Giddings, state of TX each individually if there be more than one named, its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their/its behalf, and as their/its act and deed, without power of redelegation, as follows:

bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations, as required, unlimited as to Dollar amount and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duly of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Appointment of Attorneys-in-Fact by Liberty Mutual Fire Insurance Company are made pursuant to Article V, Section 10 of Liberty Mutual Fire Insurance Company's By-Laws, as amended and by Unanimous Consent of the Board of Directors dated May 21st, 2013. Further, the President of Liberty Mutual Fire Insurance Company, executed a Delegation of Authority and authorized the assistant secretary signing below to appoint attorneys-in-fact as may be necessary to act on behalf of Liberty Mutual Fire Insurance Company to make execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances, and other surety obligations.

In Witness Whereof, Liberty Mutual Fire Insurance Company has caused these presents to be signed by its authorized representatives, and its Corporate Seal to be hereto affixed, this 7th day of April, 2017.



LIBERTY MUTUAL FIRE INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

Attest: Lisa Love
Lisa Love

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 7th day of April, 2017, by David M. Carey, an authorized representative of Liberty Mutual Fire Insurance Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, an Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the Board of Directors to appoint attorneys-in-fact as provided in the Unanimous Consent and Vote of the Board of Directors of Liberty Mutual Fire Insurance Company dated May 21, 2013.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the Board of Directors of Liberty Mutual Fire Insurance Company evidenced by the Unanimous Consent and Vote of the Board of Directors dated June 28, 2006 wherein it was

VOTED that the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any surety undertakings, bonds, recognizances and other surety obligations to which it is attached.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28th day of February, 2019.



By Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



February 22, 2019

**RE: Addendum No. 1
Request for Proposal No. 19-07HT
US 79 Median Improvement at Co-Op**

Dear Offeror:

This notice shall serve as Addendum No. 1 to the aforementioned Request for Bid ("RFB") and shall for all purposes become part of the original RFB. This Addendum must be included in your Bid Submittal to the City of Hutto by the bid submittal date. The Bid Deadline remains February 28, 2019 at 10:00 A.M.

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

1. Note: Questions pertaining to this bid shall be submitted to matt.rector@huttotx.gov. The deadline for question regarding this bid is February 25, 2019 at 3:00 p.m.
2. Note: Location for submitting bids is still the City Hall at 401 W. Front St, Hutto, TX 78634. Please ask for Lamar Kemp (512-784-7301). The deadline for bid submission is 10:00 A.M. (CST)
3. Regarding the concern expressed, at the pre-bid meeting that the signal equipment might require between 6-8 weeks, the Engineer indicated that if necessary, work may be stopped to accommodate the need.
4. Material testing will be conducted by the City.
5. For any lane closure, the City of Hutto and TxDOT need to be notified in advance.
6. For this project, the awarded contractor needs to be pre-certified by TxDOT
7. There is a Disadvantaged Business Enterprise (DBE) inclusion goal of 8.5% for this project.

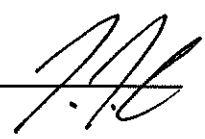
BID FORM

**TO: City of Hutto, Texas
401 West Front Street
Hutto, Texas 78634-4203**

**FOR: US 79 Median Improvements at Co-op Project
CC 204-2-32**

1. The undersigned bidder has thoroughly examined the Plans, Specifications and the site, understands the amount of work to be done, and hereby proposes to do all the work, furnish all labor, equipment and materials necessary to fully complete all work as provided in the Plans, Specifications, and subject to the inspection and approval of the Engineer and the City of Hutto.
2. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
3. BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within five (5) days after the date of OWNER's Notice of Award.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No.	Date	Received
<u>1</u>	<u>2/22/19</u>	<u>2/22/19</u> 
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance

or furnishing of the Work.

(c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

(d) BIDDER understands and agrees that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

(e) BIDDER understands and agrees that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of the OWNER to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth, except as provided for in the Contract Documents.

(f) BIDDER understands and agrees that lump sum prices may be increased to cover additional work order by the ENGINEER or OWNER, but which is not shown on the plans or required by the specifications, in accordance with the General Provisions. Similarly, lump sum prices may be decreased to reflect any deletion of work so ordered.

5. It is understood and agreed that all work under this contract will be completed within the BIDDER specified or OWNER specified calendar days whichever is less. BIDDER is asked to submit a CALENDAR DAY count in this Bid for consideration. The BIDDER shall not provide a CALENDAR DAY count greater than the maximum duration provided below. Completion dates and times will be established in the Notice to Proceed, in accordance with the provisions of these Contract Documents as follows:

City of Hutto, US 79 Median Improvements at Co-op Project

Completion Duration (Maximum): 60 Working Days from Notice to Proceed.

Contract time will commence to run as provided in the Contract Documents.

6. BIDDER understands and agrees that the following unit prices shall be the basis of total compensation for furnishing and installing each item, complete in place. Upon acceptance of this Bid by the Owner, the BIDDER is bound to execute a contract and furnish Performance Bond, Payment Bond and Maintenance Bond

approved by the Owner for completing the said work within the time stated and for the following sums, to wit:

**"STATEMENT OF MATERIALS AND OTHER CHARGES"

MATERIALS INCORPORATED INTO THE PROJECT \$ _____

ALL OTHER CHARGES \$ _____

**TOTAL \$ _____

* This form is included in these documents for reference only. It is to be completed by the low bidder at the time of execution of the contract.

** This total must agree with the total figure shown in Exhibit A, TOTAL AMOUNT BID in the bound contract.

NOTE: For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

7. Within ten (10) days after acceptance of this Bid, the undersigned will execute the formal contract and will deliver an approved Surety Bond and such other bonds as required by the Contract Documents, for the faithful performance of this Contract. The attached bid security in the amount of 5% GAB is to become the property of the Owner, in the event the contract and bond or bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional work caused thereby.
8. Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signature page.
9. BIDDER understands that the Owner is exempt from State Limited Sales and Use Tax on tangible personal property to be incorporated into the project. Said taxes are not included in the Contract Price (see Special Instructions to Bidders).

The City of Hutto reserves the right to delete any portion of this project, as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion of the project, the contract quantities will be adjusted accordingly.

Respectfully submitted,

C.C. CARLTON INDUSTRIES LTD

By



L. CRAIG CARLTON Owner to the L.P.
Title

6207 BEE CAVES RD. SUITE 320

AUSTIN, TX 78746
Address

(SEAL)

If Bidder is Corporation

Date: 2/28/19

- END OF BID -

CONTROL: 0204-02-032
HIGHWAY: US 79
COUNTY: WILLIAMSON

PRELIMINARY ESTIMATE
TEXAS DEPARTMENT OF TRANSPORTATION

EXHIBIT A

BID ITEM	ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	100	6002	PREPARING ROW	STA	5.00	\$ 12,000.00	\$ 60,000.00
2	110	6001	EXCAVATION (ROADWAY)	CY	362.00	\$ 120.00	\$ 43,440.00
3	112	6001	SUBGRADE WIDENING (ORD COMP)	STA	5.00	\$ 3,800.00	\$ 19,000.00
4	132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	28.00	\$ 300.00	\$ 8,400.00
5	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	612.00	\$ 7.00	\$ 4,284.00
6	164	6009	BROADCAST SEED (TEMP) (WARM)	SY	306.00	\$ 1.00	\$ 306.00
7	164	6011	BROADCAST SEED (TEMP) (COOL)	SY	306.00	\$ 1.00	\$ 306.00
8	164	6021	CELL FBR MLCH SEED(PERM)(RURAL)(SANDY)	SY	612.00	\$ 1.50	\$ 918.00
9	168	6001	VEGETATIVE WATERING	MG	6.10	\$ 300.00	\$ 1,830.00
10	247	6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	443.00	\$ 100.00	\$ 44,300.00
11	310	6001	PRIME COAT (MULTI OPTION)	GAL	100.00	\$ 6.50	\$ 650.00
12	340	6011	D-GR HMA(SQ) TY-B PG64-22	TON	133.00	\$ 180.00	\$ 23,940.00
13	340	6122	D-GR HMA(SQ) TY-D PG70-22	TON	73.00	\$ 210.00	\$ 15,330.00
14	416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	13.00	\$ 500.00	\$ 6,500.00
15	416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	22.00	\$ 600.00	\$ 13,200.00
16	464	6003	RC PIPE (CL III)(18 IN)	LF	6.00	\$ 900.00	\$ 5,400.00
17	465	6022	INLET (COMPL)(PCO)(5FT)(LEFT)	EA	1.00	\$ 7,200.00	\$ 7,200.00
18	479	6003	ADJUSTING MANHOLES & INLETS	EA	2.00	\$ 1,250.00	\$ 2,500.00
19	500	6001	MOBILIZATION	LS	1.00	\$ 32,000.00	\$ 32,000.00
20	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.00	\$ 17,000.00	\$ 34,000.00
21	506	6040	BIODEG EROSN CONT LOGS (IN STL) (8")	LF	60.00	\$ 20.00	\$ 1,200.00
22	506	6041	BIODEG EROSN CONT LOGS (IN STL) (12")	LF	80.00	\$ 25.00	\$ 2,000.00
23	506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	140.00	\$ 5.00	\$ 700.00
24	529	6008	CONC CURB & GUTTER (TY II)	LF	530.00	\$ 25.00	\$ 13,250.00
25	529	6013	CONC CURB (SPECIAL) (TYPE II)	LF	2195.00	\$ 25.00	\$ 54,875.00
26	531	6010	CURB RAMPS (TY 7)	EA	2.00	\$ 1,250.00	\$ 2,500.00
27	536	6002	CONC MEDIAN	SY	701.00	\$ 90.00	\$ 63,090.00
28	618	6046	CONDT (PVC) (SCH 80) (2")	LF	55.00	\$ 25.00	\$ 1,375.00
29	618	6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	160.00	\$ 40.00	\$ 6,400.00

30	618	6053	CONDT (PVC) (SCH 80) (3")	LF	100.00	\$ 30.00	\$ 3,000.00
31	618	6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	480.00	\$ 45.00	\$ 21,600.00
32	620	6007	ELEC CONDR (NO.8) BARE	LF	1540.00	\$ 2.00	\$ 3,080.00
33	620	6008	ELEC CONDR (NO.8) INSULATED	LF	1397.00	\$ 2.00	\$ 2,794.00
34	620	6009	ELEC CONDR (NO.6) BARE	LF	20.00	\$ 2.00	\$ 40.00
35	620	6010	ELEC CONDR (NO.6) INSULATED	LF	40.00	\$ 5.00	\$ 200.00
36	621	6002	TRAY CABLE (3 CONDR) (12 AWG)	LF	539.00	\$ 4.00	\$ 2,156.00
37	624	6010	GROUND BOX TY D (162922)W/APRON	EA	4.00	\$ 1,200.00	\$ 4,800.00
38	628	6165	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	EA	1.00	\$ 7,500.00	\$ 7,500.00
39	644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	3.00	\$ 750.00	\$ 2,250.00
40	658	6042	INSTL DEL ASSM (D-DY)SZ 1(FIX)SRF	EA	5.00	\$ 160.00	\$ 800.00
41	666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	736.00	\$ 3.50	\$ 2,576.00
42	666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	6.00	\$ 270.00	\$ 1,620.00
43	666	6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	6.00	\$ 330.00	\$ 1,980.00
44	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	171.00	\$ 10.00	\$ 1,710.00
45	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	1132.00	\$ 1.00	\$ 1,132.00
46	672	6010	REFL PAV MRKR TY II-C-R	EA	37.00	\$ 1.00	\$ 37.00
47	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	3214.00	\$ 1.00	\$ 3,214.00
48	677	6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	4.00	\$ 150.00	\$ 600.00
49	680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1.00	\$ 40,000.00	\$ 40,000.00
50	682	6001	VEH SIG SEC (12")LED(GRN)	EA	7.00	\$ 350.00	\$ 2,450.00
51	682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	3.00	\$ 350.00	\$ 1,050.00
52	682	6003	VEH SIG SEC (12")LED(YEL)	EA	7.00	\$ 350.00	\$ 2,450.00
53	682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	4.00	\$ 350.00	\$ 1,400.00
54	682	6005	VEH SIG SEC (12")LED(RED)	EA	7.00	\$ 350.00	\$ 2,450.00
55	682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	1.00	\$ 350.00	\$ 350.00
56	682	6023	BACK PLATE (12")(3 SEC)	EA	5.00	\$ 200.00	\$ 1,000.00
57	682	6024	BACK PLATE (12")(4 SEC)	EA	1.00	\$ 200.00	\$ 200.00
58	682	6025	BACK PLATE (12")(5 SEC)	EA	2.00	\$ 250.00	\$ 500.00
59	684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	3421.00	\$ 2.50	\$ 8,552.50
60	686	6048	INS TRF SIG PL AM(S)1 ARM(44")LUM&ILSN	EA	1.00	\$ 3,000.00	\$ 3,000.00
61	686	6272	IN TRF SG PL AM(S)2ARM(65-36")LUM&ILSN	EA	1.00	\$ 6,000.00	\$ 6,000.00
62	6058	6001	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1.00	\$ 10,000.00	\$ 10,000.00
63	6090	6001	ILSN (LED) (6 D)	EA	1.00	\$ 4,200.00	\$ 4,200.00

64	6090	6002	ILSN (LED) (8 D)	EA	2.00	\$ 4,000.00	\$ 8,000.00
65	6292	6001	RVDS(PRESENCE DETECTION ONLY)	EA	3.00	\$ 7,200.00	\$ 21,600.00
66	6292	6002	RVDS(ADVANCE DETECTION ONLY)	EA	2.00	\$ 9,000.00	\$ 18,000.00

TOTAL BID	\$ 661,185.50
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
C.C. Carlton Industries, Ltd. as PRINCIPAL,
AND The Guarantee Company of North America USA as SURETY are held and firmly
bound unto City of Hutto hereinafter called the "Local Public Agency", in the penal
sum of Five Percent of Amount Bid
Dollars, (\$ (5%)), lawful money of the United States, for
the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has
submitted the Accompanying Bid, dated February 28
20 19, for US 79 Median Improvement at Co-Op Project, CC 204-2-32

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period
specified therein after the opening of the same, or, if no period be specified, within
sixty (60) days after the said opening, and shall within the period specified therefore,
or if no period be specified, within ten (10) days after the prescribed forms are
presented to him for signature, enter into a written Contract with the Local Public
Agency in accordance with the Bid as accepted, and give bond with good and
sufficient surety or sureties, as may be required, for the faithful performance and
proper fulfillment of such contract; or in the event of the withdrawal of said Bid
within the period specified, or the failure to enter into such Contract and give such
bond within the time specified, if the Principal shall pay the Local Public Agency the
difference between the amount specified in said Bid and the amount for which the
Local Public Agency may procure the required work or supplies or both, if the later be
in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument
under their several seals this 28th day of February
20 19, the name and corporate seal of each corporate party being hereto affixed and
these present signed by its undersigned representative, pursuant to authority of its
governing body.

One

By:

By: Charles Lee

Corporate Seal

Sam. J. Lee

C.C. CARTON INDUSTRIES LTD.

By:

Andriana M. Gonzalez

By:

By: John H. Smith

Corporate Seal

By.

Countersigned
By Karee Dobson

I, C. Charles CARLTON, certify that I am the _____

MCA, to the L.P. of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

Title

*

Power-of-attorney for person signing for Surety Company must be attached to bond.

~~C. Carter Carter~~
C. Carter Carter Mch to THE L.P.



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

John W. Schuler, Walter E. Benson, Jr., Steve Dobson
Time Insurance Agency Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28th day of February 2019

Randall Musselman

Randall Musselman, Secretary

March 8, 2019



MD Hossain, PE
City of Hutto
401 West Front St.
Hutto, Texas 78634

Re: US 79 Median Improvements at Co-op
CSJ No. 0204-02-032
Recommendation of Contractor Award

Dear Mr. Hossain,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Aaron Concrete Construction) was found to be responsive and materially balanced. It did contain a small mathematical error, which did not impact the order of the bids. Following is a summary of the bid totals:

1.	Aaron Concrete Construction	\$647,009.50
2.	C.C. Carlton Industries	\$661,185.50

The Contractor's low bid is within the budget for the project. Bidding was competitive with the two bidders being within 2.5% of each other. In addition to meeting the bid qualifications subject to being low bidder, Aaron Concrete Construction has successfully completed similar projects in the past including intersection improvements at US 183 at FM 3405, RM 2243 at Escalera Parkway, and SH 29 at Cedar Hollow. Based on the low bid of \$647,009.50 and the previous quality of work done, we recommend award of the City of Hutto's US 79 Median Improvement at Co-op contract to Aaron Concrete Construction.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

A handwritten signature in blue ink that reads "Christen Eschberger". The signature is written in a cursive, flowing style.

Christen Eschberger, PE

March 8, 2019



Bobby Ramthun, PE
Texas Department of Transportation
2727 South Austin Avenue
Austin, Texas 78626

Re: City of Hutto
US 79 Median Improvements at Co-op
CSJ No. 0204-02-032
Request for TxDOT Concurrence on Contract Award

Dear Mr. Ramthun,

The City of Hutto intends to award the referenced project to Aaron Concrete Contractors in the amount of Six Hundred Forty-Seven Thousand Nine dollars and 50 cents (\$647,009.50), at the next available Council meeting. We are requesting concurrence by TxDOT for award of the contract to Aaron Concrete Contractors. Please see the attached recommendation of award and bid analysis for your use.

If you have any questions or need additional information, please contact me at (512) 527-6719 or ceschberger@hntb.com. I look forward to receiving TxDOT's concurrence on award of the US 79 Median Improvement at Co-op Project contract so the City of Hutto can finalize the contract.

Sincerely,

A handwritten signature in blue ink that reads "Christen Eschberger".

Christen Eschberger, PE

Attachments: Recommendation of Award
Bid Analysis

Cc: MD Hossain, PE, City Engineer

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9D.

AGENDA DATE: May 02, 2019

PRESENTED BY: Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the Chandler Corner property, 26.303 acres, more or less, of land located at the southwest corner of Chandler Road and FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. Resolution - Chandler Corners 26.303acres

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS “CHANDLER CORNER” (26.303 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this **2nd** day of **May 2019**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

Chase Equities Inc



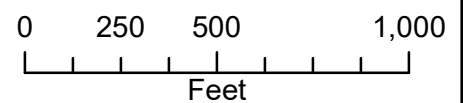
CHANDLER RD

R020340
26.303 Acres

FM
1660

CR 133

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.





PLAT MAP RECORDING SHEET

DEDICATOR(s):

CHASE EQUITIES INC

SUBDIVISION NAME: CHANDLER CORNER

PROPERTY IS DESCRIBED AS: 26.31 ACRES JOHN DYKES SURVEY
ABSTRACT NO 186

SUBMITTED BY: HECTOR CONSULTING

DIGITALLY RECORDED

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2019000610

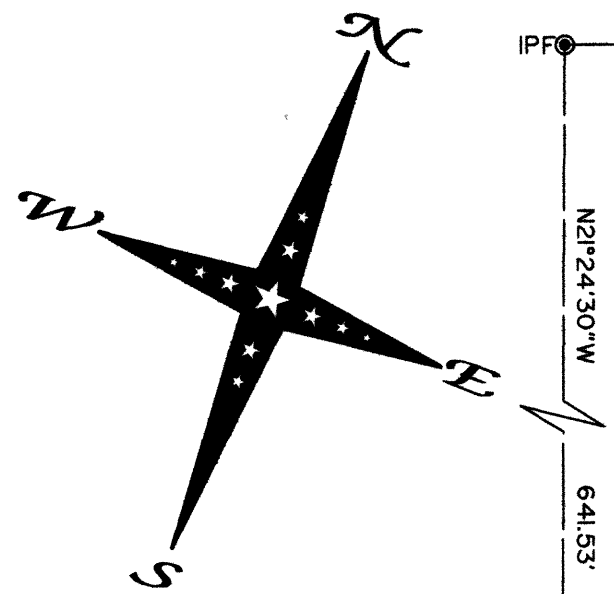
PLAT Fee: \$166.00
01/03/2019 09:33 AM BMCKENZIE



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

FINAL PLAT OF
CHANDLER CORNER



SCALE: 1" = 100'

William Ernest Albert
remainder tract
Volume 689 Page 813

OWNER: CHASE EQUITIES, INC.
3839 BEE CAVE ROAD SUITE 200
AUSTIN, TX 78746

ACREAGE: 26.31 ACRES
NO. OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0
SUBMITTAL DATE:
DATE OF PLANNING & ZONING COMMISSION REVIEW:

ACREAGE BY LOT TYPE:
LOT 1: 4.39 ACRES COMMERCIAL
LOT 2: 3.00 ACRES COMMERCIAL
LOT 3: 5.12 ACRES COMMERCIAL
LOT 4: 5.80 ACRES COMMERCIAL
LOT 5: 8.00 ACRES COMMERCIAL

PATENT SURVEY: JOHN DYKES SURVEY, ABSTRACT No. 186

Legend

- ⊙ 1/2" Iron Rod Found
- ⊙ 1/2" Iron Pipe Found
- ⊙ Capped Iron Rod Found
- 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- Concrete Monument Found (Record Bearing and Distance)

ENGINEER: KERRI K. PENA
GREEN CIVIL DESIGN, LLC
11130 JOLLYVILLE ROAD SUITE 101
AUSTIN, TEXAS 78759
SURVEYOR: HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704

JOHN DYKES SURVEY
ABSTRACT No. 186

CHANDLER ROAD (200')
Williamson County, Texas
(5.81 Acres) Special Warranty Deed
Document No. 2006031884

F.M. HIGHWAY No. 1660 (100')

BEARING BASIS

916.17'

445.00'

10' P.U.E.

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568.30'

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JOHN DYKES SURVEY
ABSTRACT No. 186

CHANDLER ROAD (200')
Williamson County, Texas
(5.81 Acres) Special Warranty Deed
Document No. 2006031884

F.M. HIGHWAY No. 1660 (100')

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BEARING BASIS

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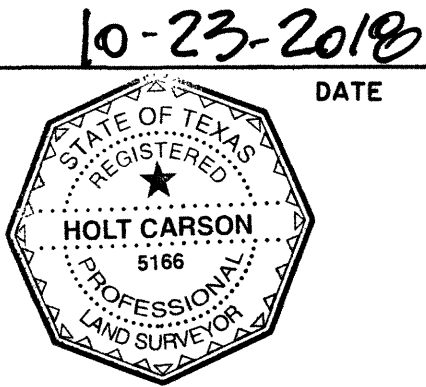
FINAL PLAT OF

CHANDLER CORNER

STATE OF TEXAS
COUNTY OF TRAVIS

I, HOLT CARSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THIS SURVEY WAS COMPLETED IN COMPLIANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEY, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY DIRECTION AND SUPERVISION. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

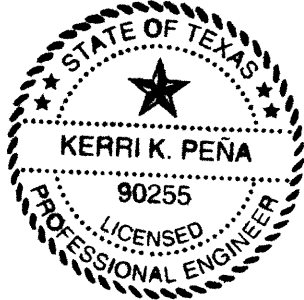
Holt Carson
HOLT CARSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TEXAS
FIRM REGISTRATION NO. 10050700



STATE OF TEXAS
COUNTY OF TRAVIS

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS. THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF.

Kerrik K. Pena 10/23/2018
KERRIK K. PENNA, P.E. 90255
GREEN CIVIL DESIGN, LLC
TBPE REGISTRATION NO. F-17563
11130 JOLLYVILLE ROAD SUITE 101
AUSTIN, TEXAS 78759



BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

J. Terron Evertson
J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

12/13/18
DATE

Teresa Baker
WILLIAMSON COUNTY 911 ADDRESSING COORDINATOR
Teresa Baker

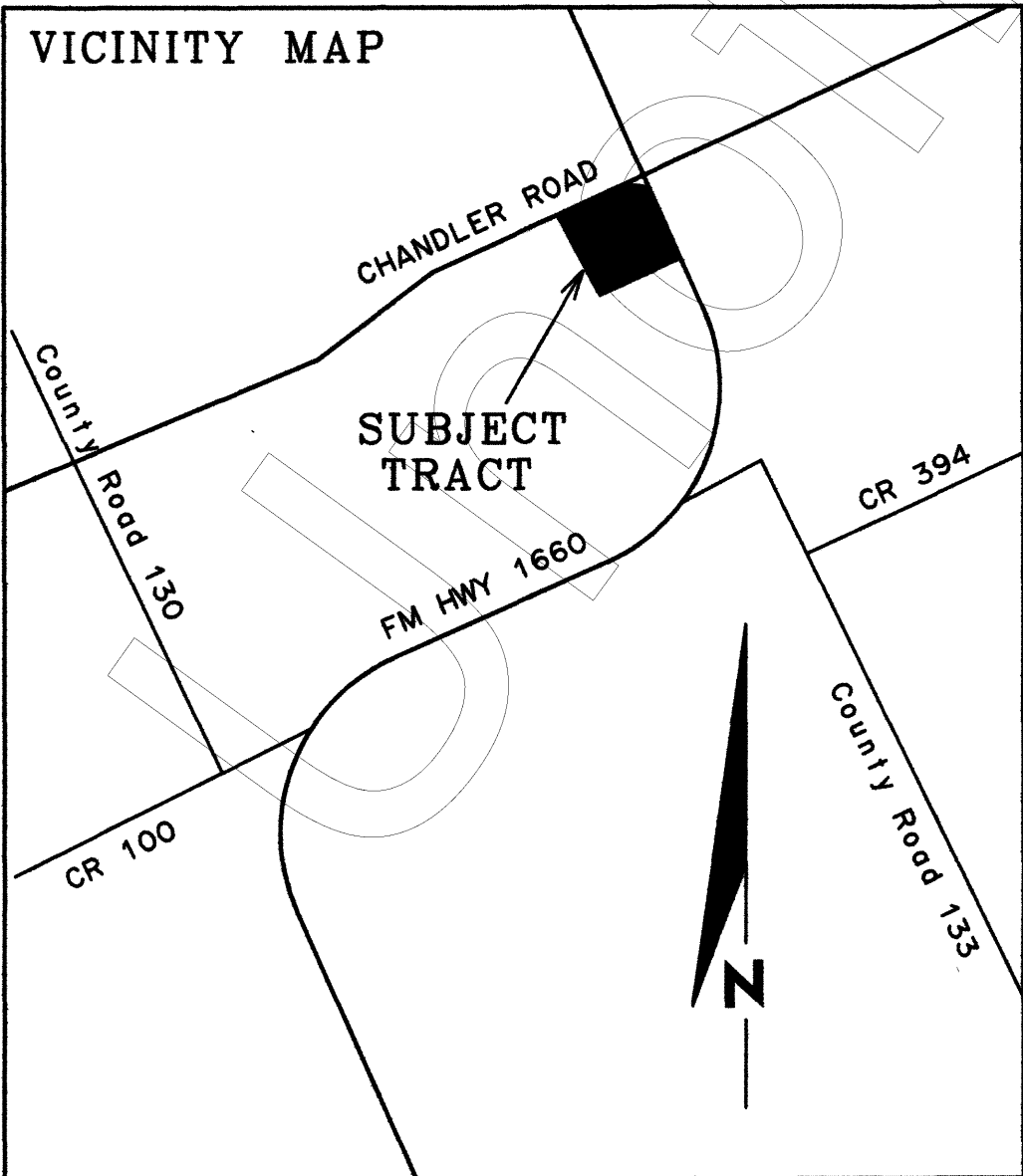
10/24/18
DATE

NOTE:
THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. 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.

GENERAL NOTES:

- 1) NO PORTION OF THIS TRACT IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO. 48491C 0510 E DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- 2) A TEN FOOT (10') P.U.E. ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
- 3) NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
- 4) WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SUPPLY CORP. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

VICINITY MAP



FIELD NOTE DESCRIPTION OF 26.312 ACRES OF LAND OUT OF THE JOHN DYKES SURVEY ABSTRACT No. 186 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (26.303 ACRE) TRACT OF LAND AS CONVEYED TO CHASE EQUITIES, INC. BY WARRANTY DEED RECORDED IN DOCUMENT No. 2017078725 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod found in the West right-of-way line of F.M. Highway No. 1660 for the Southeast corner of that certain (26.303 acre) tract of land as conveyed to Chase Equities, Inc. by Warranty Deed recorded in Document No. 2017078725 of the Official Public Records of Williamson County, Texas, and for the Northeast corner of that certain (15.020 acre) tract of land as conveyed to Waco Tex Mix, Inc., et al by Warranty Deed recorded in Document No. 2006042719 of the Official Public Records of Williamson County, Texas, and being the Southeast corner and PLACE OF BEGINNING of the herein described tract of land.

THENCE leaving the West right-of-way line of F.M. Highway No. 1660 with the common line of said Chase Equities (26.303 acre) tract and said Waco Texas Mix (15.020 acre) tract, S 68 deg. 30' 38" W 1171.80 ft. to a 1/2" iron rod found in the East line of that certain (163.80 acre) tract of land as conveyed to Ricky Kruger, et al by Executor's Deed recorded in Document No. 2016121073 of the Official Public Records of Williamson County, Texas, for the Southwest corner of said Chase Equities (26.303 acre) tract and the Northwest corner of said Waco Tex Mix (15.020 acre) tract, and being the Southwest corner of this tract.

THENCE with the West line of said Chase Equities (26.303 acre) tract, N 21 deg. 18' 15" W 923.22 ft. to a capped iron rod found in the curving South right-of-way line of Chandler Road for the Northwest corner of said Chase Equities (26.303 acre) tract and being the Northwest corner of this tract.

THENCE with the South right-of-way line of Chandler Road and with the North line of said Chase Equities (26.303 acre) tract, the following three (3) courses:

- 1) along a curve to the right with a radius of 8437.00 ft. for an arc distance of 238.57 ft. and which chord bears N 61 deg. 42' 00" E 238.56 ft. to a 1/2" iron rod found for a point of tangency.
- 2) N 62 deg. 30' 10" E 803.57 ft. to a 1/2" iron rod set with a plastic cap imprinted with "Holt Carson, Inc."
- 3) S 69 deg. 06' 30" E 177.20 ft. to a capped iron rod found at the point of intersection with the West right-of-way line of F.M. Highway No. 1660 for a Northeasterly angle corner of this tract.

THENCE with the West right-of-way line of F.M. Highway No. 1660 and with the East line of said Chase Equities (26.303 acre) tract, S 21 deg. 36' 28" E 916.17 ft. to the PLACE OF BEGINNING, containing 26.312 acres of land.

WILLIAMSON COUNTY NOTES:

1. THIS SUBDIVISION IS SUBJECT TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS LAST REVISED ON JANUARY 18, 2018.
2. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER IDENTIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT. SUBJECT TO FIRST PAYING ADEQUATE COMPENSATION ACHIEVED THROUGH NEGOTIATIONS OR OTHERWISE AND BASED ON THEN CURRENT VALUE, THE COUNTY HAS THE RIGHT TO TAKE POSSESSION OF THE 50 FEET ROAD WIDENING RESERVATION AREA AS SHOWN ON THIS PLAT. NO STRUCTURES WILL BE PLACED WITHIN THE RESERVED RIGHT-OF-WAY.
3. 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.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND THE CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
6. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
7. DRIVEWAYS FOR LOTS 1, 2, 3 AND 5 SHALL ONLY TAKE ACCESS FROM CHANDLER ROAD.
8. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING AND CUSTOM SIGNS IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
9. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
10. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
11. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

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

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

BY: *Dan A. Gattis*
DAN A. GATTIS
COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

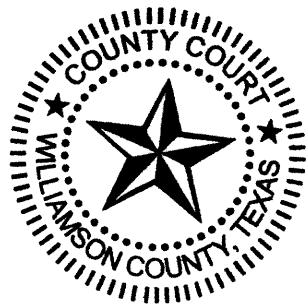
12-31-2018
DATE

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON
I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the 3rd day of January, 2019 A.D., at 9:45 o'clock A.M. and duly recorded on the 3rd day of January, 2019 A.D., at 9:33 o'clock A.M., in the Official Public Records of said County in Document No. 2019000610

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the 3rd day of January, 2019 A.D.

NANCY RISTER, COUNTY CLERK WILLIAMSON COUNTY, TEXAS

BY: *Brenda McKenzie*
Deputy Brenda McKenzie



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**26.303 acres, more or less, of land, out of the
John Dykes Survey, Abstract No. A-186, Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9E.

AGENDA DATE: May 02, 2019

PRESENTED BY: Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the Fritz Tract, 5.9753 acres, more or less, of land located on CR 132. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. Resolution - Fritz Tract (5.9573 acres)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS THE FRITZ TRACT (5.9753 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this **2nd** day of **May 2019**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

Fritz 1



LIMMER LOOP

CR 132

MAGER LN

R331409
5.9753 Acres



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.



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**5.9753 acres, more or less, of land, out of the
J. B. Bealle Survey, Abstract No. 97, Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by Jonah S.U.D.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9F.

AGENDA DATE: May 02, 2019

PRESENTED BY: Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the Limmer Tracts, 497.58 acres, more or less, of land located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. Resolution - Limmer Tracts (4987.58 acres)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS THE LIMMER TRACTS (497.58 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this **2nd** day of **May 2019**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

Limmer Overall Map



GR 404

R355817
1.63 Acres

R020843
62.68 Acres

FM 3349

R484998
3.69 Acres

FM 1660

R325600
8.019 Acres

R020878
29.191 Acres

GR 129

R020563
208.5 Acres

R020881
183.87 Acres

Legend

- Hutto Parcels
- Limmer Properties
- Roadways

0 1,000 2,000 3,000 4,000
Feet

**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**497.58 acres, more or less, of land, out of the
John Kuykendall Survey, Abstract No. 378, the R.S. Neighbors Survey, Abstract No. 483, the
Charles Gerlack Survey, Abstract No. 260, and the William Mullen Survey, Abstract No. 446, in
Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D and/or Manville W.S.C.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9G.

AGENDA DATE: May 02, 2019

PRESENTED BY: Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the LPL Investments Tract, 141.5 acres, more or less, of land located on FM 1660 South. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. LPL Investments Tract)141.5 acres)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS THE LPL INVESTMENTS TRACT (141.5 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this **2nd** day of **May 2019**.

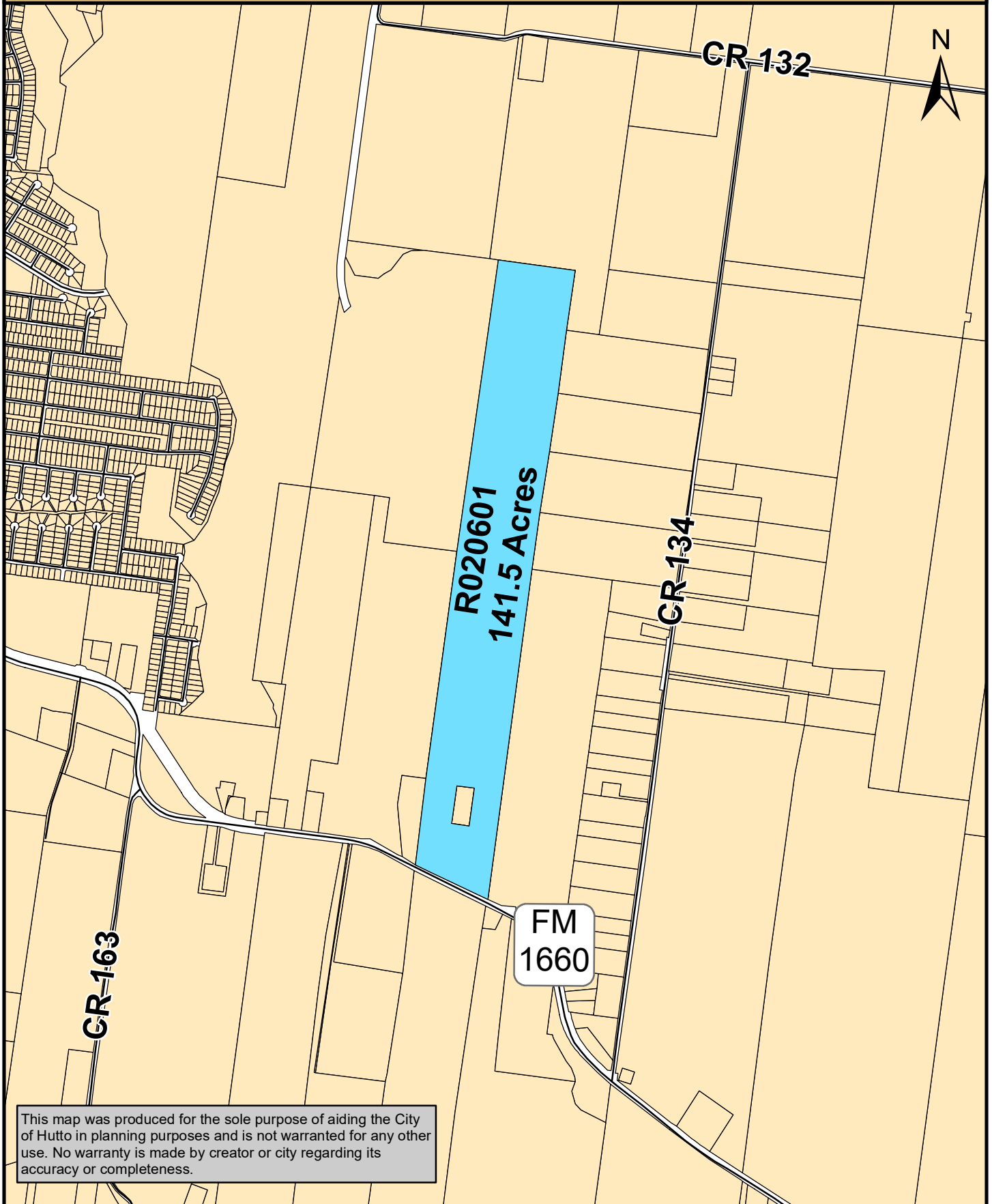
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

LPL Investments LP



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.

**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**141.5 acres, more or less, of land, out of the
James Hickman Survey, Abstract No. 291, Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9H.

AGENDA DATE: May 02, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the M. Moore Family Farms Tracts, 528.774 acres, more or less, of land located on CR 132 and also on Limmer Loop. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. Resolution - M. Moore Family (528.774 acres)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS THE M. MOORE FAMILY FARMS TRACTS (528.774 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this **2nd** day of **May 2019**.

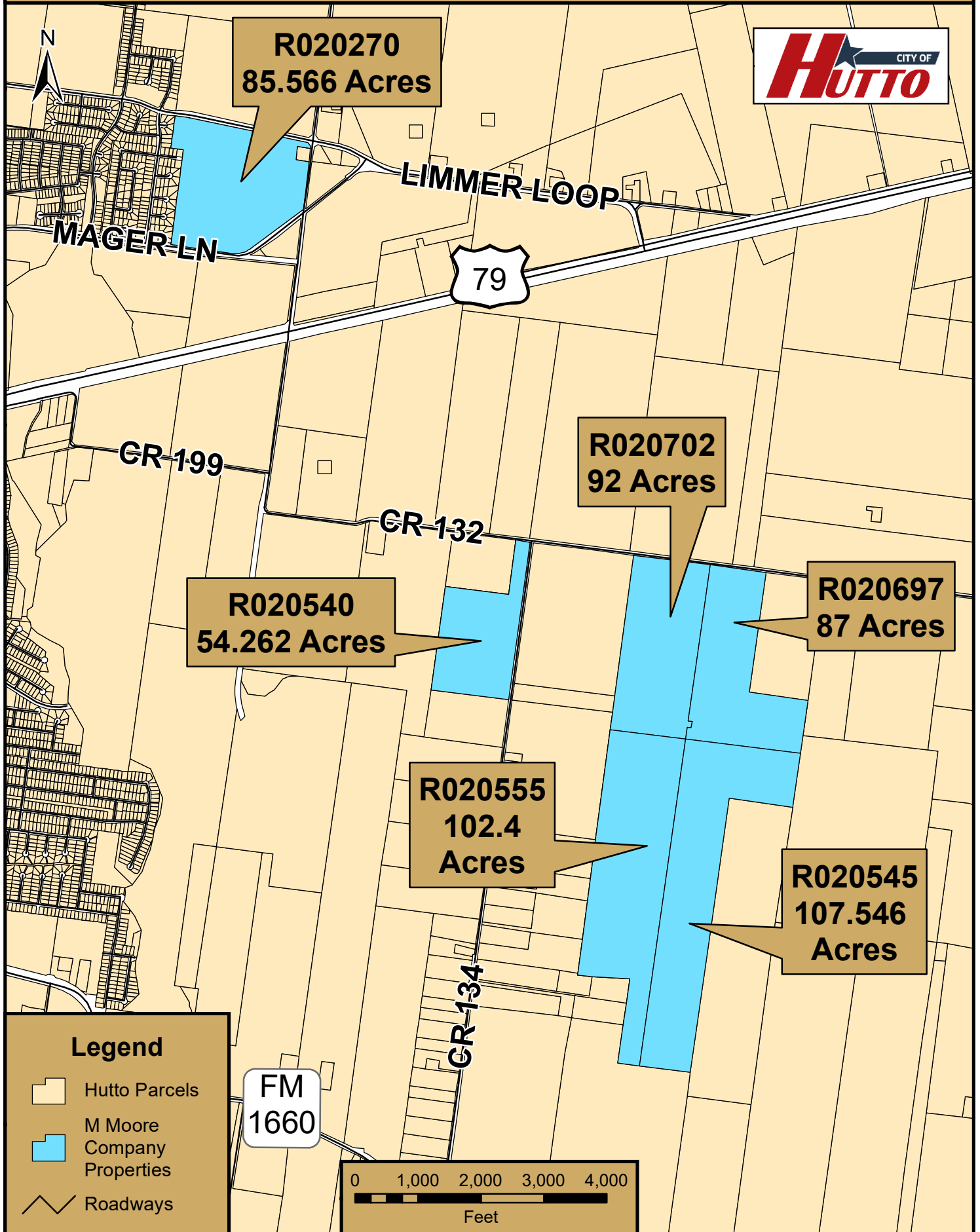
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

M Moore Company Overall Map



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**528.774 acres, more or less, of land, out of the
John Kuykendall Survey, Abstract No. 378, the M. Farley Survey, Abstract No. 238, the Josias B.
Bealle Survey, Abstract No. 97, the James Hickman Survey, Abstract No. 291, and the J.H.
Fredenburgh Survey, Abstract No. 237, in Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

9I.

AGENDA DATE: May 02, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the No-Count LLC Tracts, 157.0848 acres, more or less, of land located on CR 119 and also on CR 108. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. Resolution - No Count LLC (157.0848 acres)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS THE NO-COUNT LLC TRACTS (157.0848 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this **2nd** day of **May 2019**.

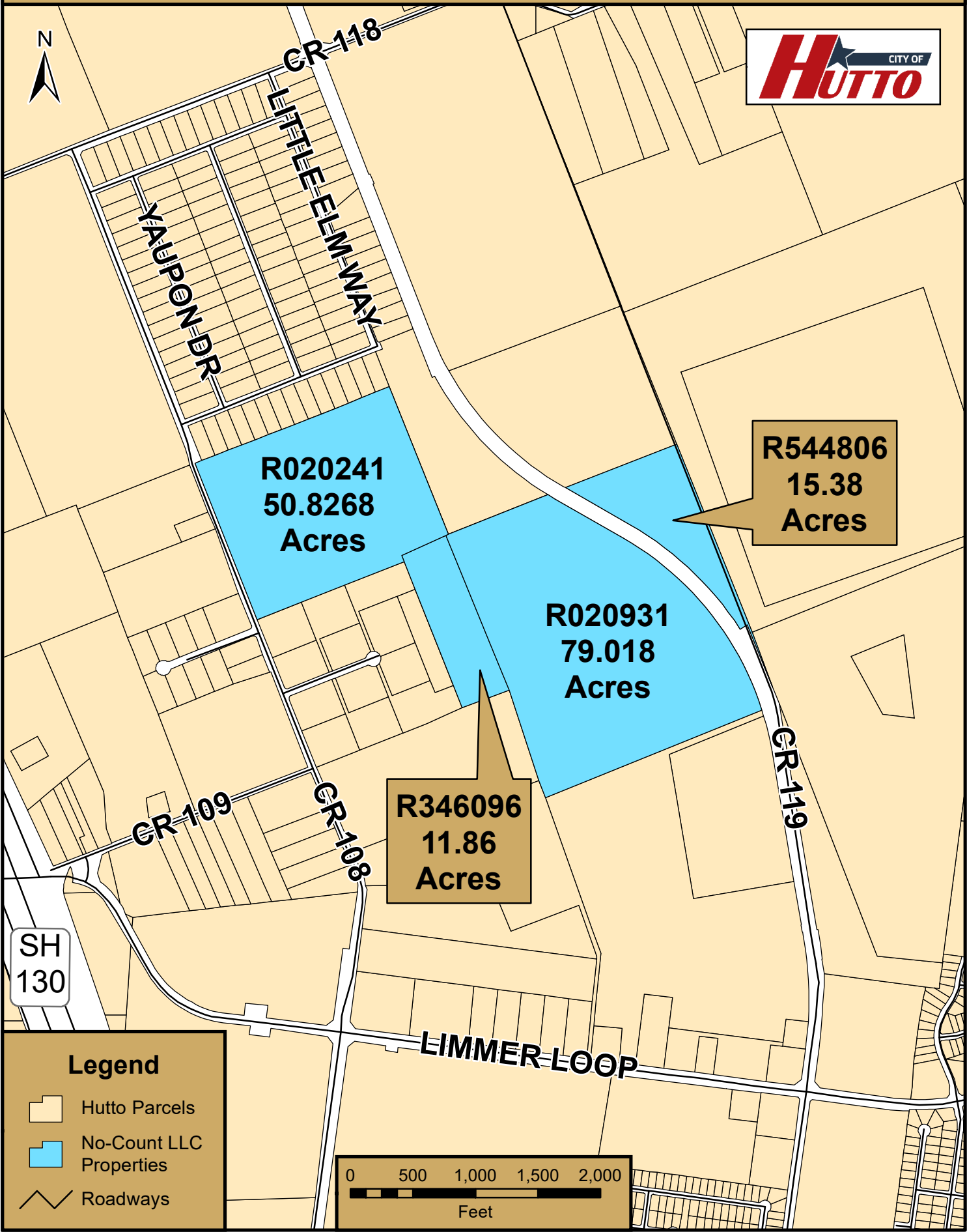
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

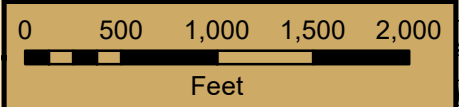
Lisa L. Brown, City Secretary

No-Count LLC Overall Map



Legend

- Hutto Parcels
- No-Count LLC Properties
- Roadways



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**157.0848 acres, more or less, of land, out of the
Aaron Armstrong Survey, Abstract No. 26, and the James Shelton Survey, Abstract No. 560,
in Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

9J.

AGENDA DATE: May 02, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the TK Industrial Park, 35.51 acres, more or less, of land located on CR 108. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. Resolution - TK Industrial Park (35.51 acres)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS THE TK INDUSTRIAL PARK (35.51 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this **2nd** day of **May, 2019**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

TK Industrial Park



CR-108
IRON RD

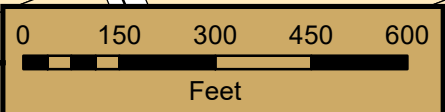
- R571574 2.83 Acres
- R571573 2.39 Acres
- R571572 2.96 Acres
- R571571 2.14 Acres
- R571570 3.02 Acres
- R571569 2.97 Acres
- R571568 2.97 Acres
- R571567 2.44 Acres
- R571566 3.42 Acres
- R571565 2.85 Acres
- R571564 2.3 Acres
- R571563 2.67 Acres
- R571562 2.55 Acres

TK-INDUSTRIAL RD

CR-109

Legend

- Hutto Parcels
- Roadways
- TK Industrial Park



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**35.51 acres, more or less, of land, being a subdivision in Williamson County, Texas,
according to the map or plat of record in Document No. 2018062874,
Official Public Records of Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9K.

AGENDA DATE: May 02, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Mark Stephen Krueger, for 63.6 acres, more or less, of land, located on the north side of FM 1660 South between FM 3349 and CR 134. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts, and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MARK STEPHEN KRUEGER, FOR 63.6 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Pearl Hanusch Estate, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **2nd** day of the month **May 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the “City”) and the undersigned property owner(s) **Mark Stephen Krueger** (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **63.6 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct up to five (5) residential structures, and accessory structures compliance with all applicable City ordinances and codes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

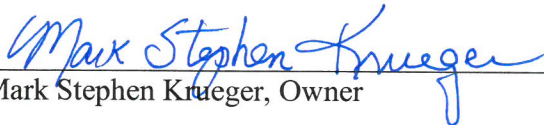
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

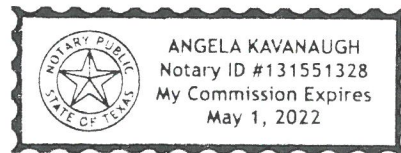
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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

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

Entered into this 15 day of March, 20 19.

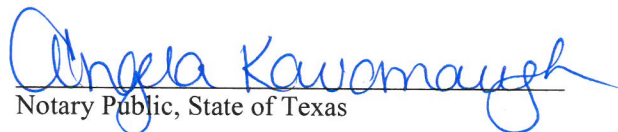

Mark Stephen Krueger, Owner

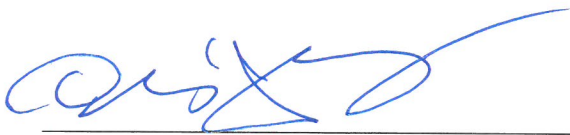


THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 15 day of March 2019,
by Mark Stephen Krueger, Owner.

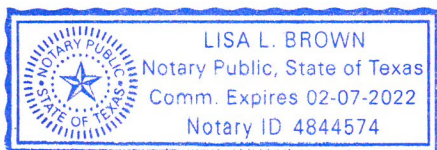

Notary Public, State of Texas


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 20 day of March 2019,
by Odis Jones, City Manager, City of Hutto, Texas.



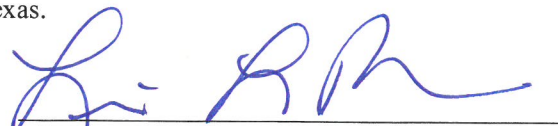

Notary Public, State of Texas

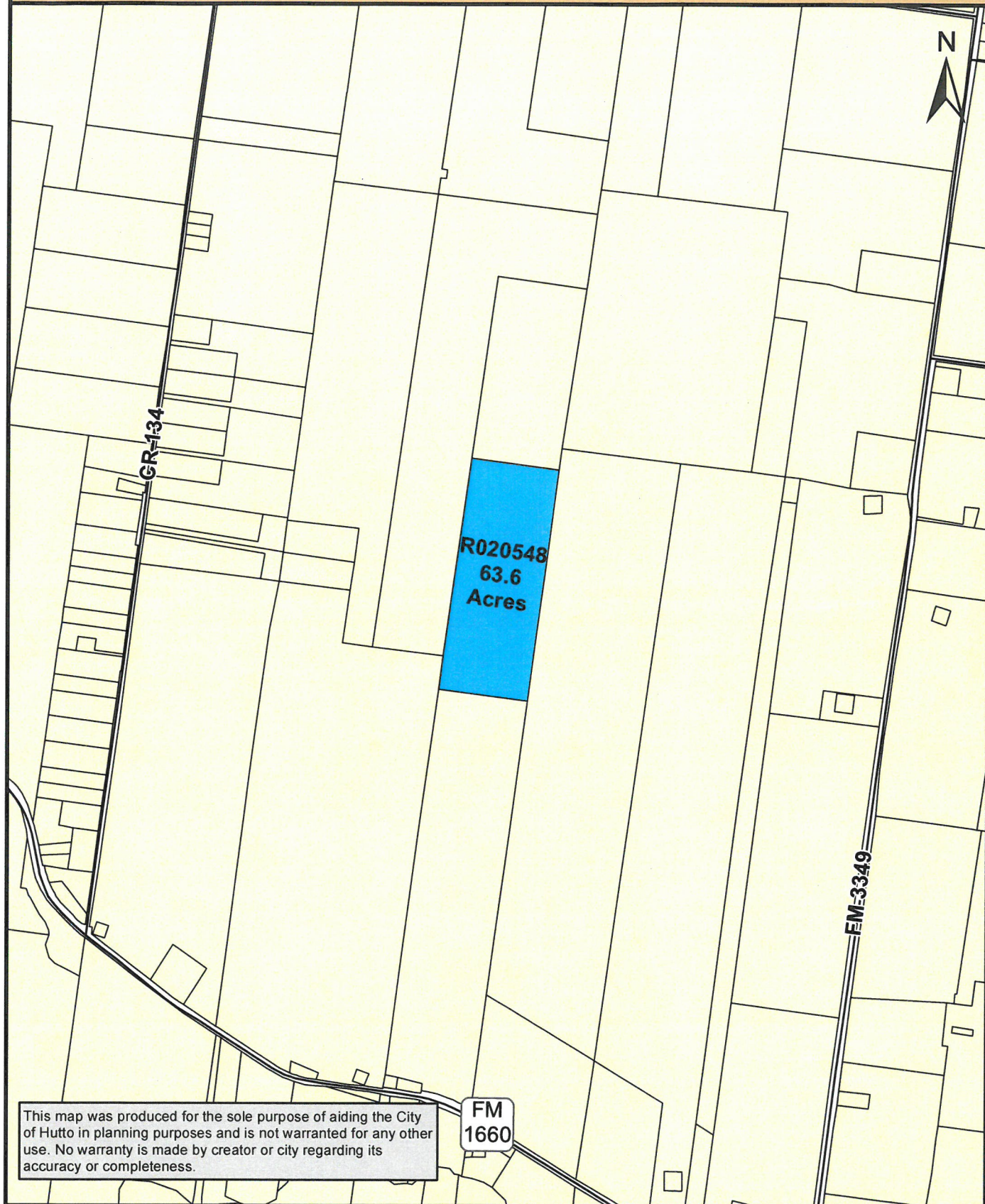
EXHIBIT "A"

LEGAL DESCRIPTION:

KRUEGER TRACT – (R020548):

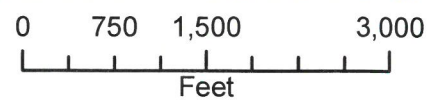
63.6 ACRES MORE OR LESS OUT OF AND PART OF A 113.6 ACRE TRACT OF LAND, BEING A PART OF THE M. FARLEY SURVEY, ABSTRACT NO. 238, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED OF GIFT DATED SEPTEMBER 28, 1981 AND RECORDED IN DOCUMENT NO. 19813592DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Krueger 3



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.

FM
1660



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9L.

AGENDA DATE: May 02, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Klaus Farms LTD, for 247.8 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts, and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND KLAUS FARMS, LTD, FOR 247.8 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Pearl Hanusch Estate, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **2nd** day of the month **May 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, **247.8 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct up to six (6) residential structures, and an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

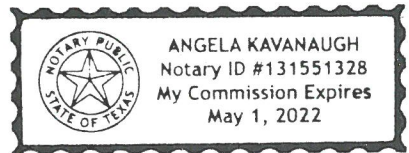
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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

Entered into this 21 day of March, 2019.

Gary Klaus
Owner

Printed Name: Gary Klaus
Title: Vice President
Klaus Farms, LTD, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 21 day of March, 2019, by Gary Klaus of Klaus Farms, LTD, Owner.

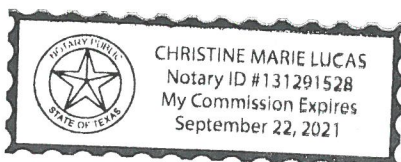
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 8th day of April, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

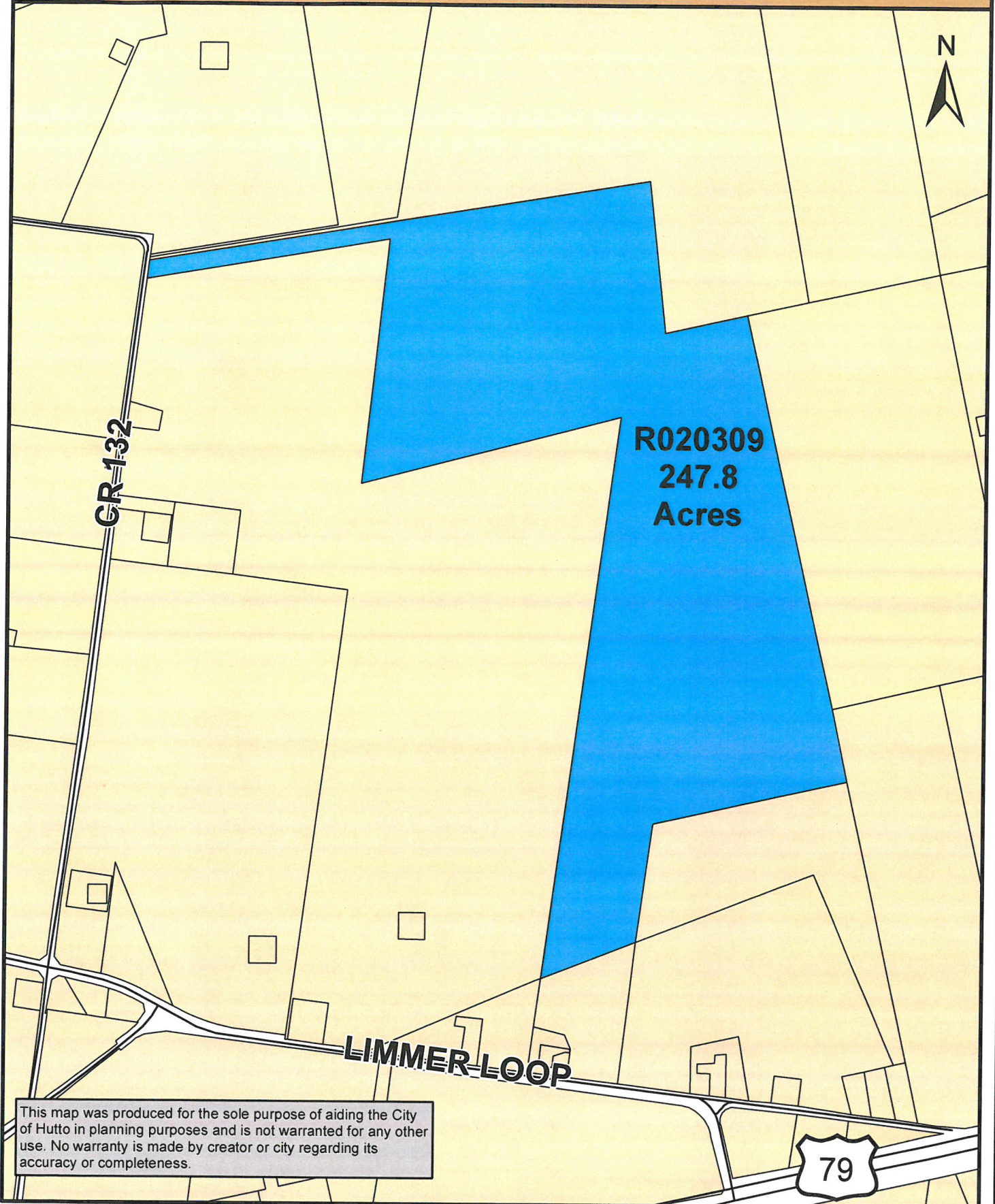
EXHIBIT "A"

LEGAL DESCRIPTION:

KLAUS FARMS LTD TRACT – 1 (R020309):

247.8 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED NOVEMBER 1, 2007 AND RECORDED AS DOCUMENT NO. 2007099204, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Klaus Farms LTD 1



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9M.

AGENDA DATE: May 02, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert Smith and Janice H. Smith, for 7.748 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts, and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RONALD ALBERT SMITH AND JANICE H. SMITH, FOR 7.748 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Pearl Hanusch Estate, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **2nd** day of the month **May 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the “City”) and the undersigned property owner(s) **Ronald Albert Smith and Janice H. Smith** (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **7.748 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

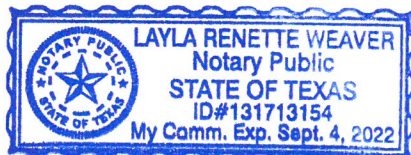
Entered into this 18 day of January, 20 19.

Ronald Albert Smith
Ronald Albert Smith, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January 2019,
by Ronald Albert Smith, Owner.



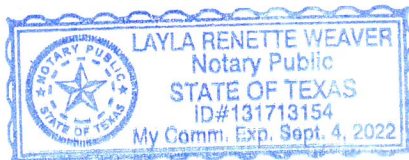
[Signature]
Notary Public, State of Texas

Janice H. Smith
Janice H. Smith, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January 2019,
by Janice H. Smith, Owner.



[Signature]
Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 8th day of April, 2018, ⁹
by Odis Jones, City Manager, City of Hutto, Texas.

Christine Marie Lucas
Notary Public, State of Texas

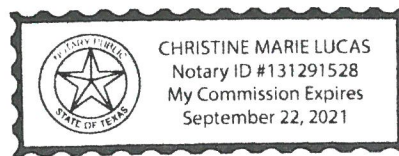


EXHIBIT "A"

LEGAL DESCRIPTION:

SMITH TRACT - 2 (R020349):

7.748 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED MARCH 10, 2000 AND RECORDED IN DOCUMENT NO. 2000018149, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Smith 2

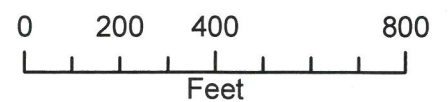


CR 118

CR 100

R020349
7.748 Acres

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.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9N.

AGENDA DATE: May 02, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert Smith and Janice H. Smith, for 10.0 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts, and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RONALD ALBERT SMITH AND JANICE H. SMITH, FOR 10.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Pearl Hanusch Estate, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **2nd** day of the month **May 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

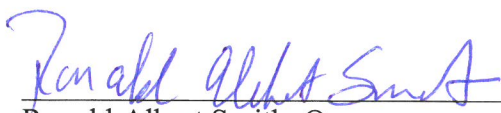
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

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

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

Entered into this 18 day of January, 20 19.

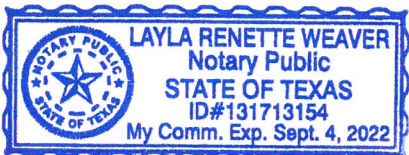


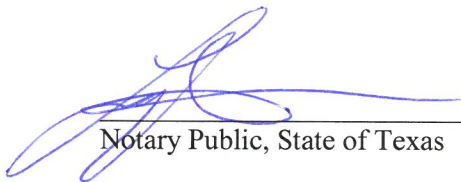
Ronald Albert Smith, Owner

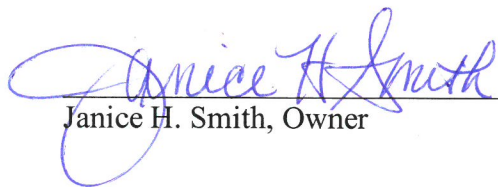
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January 2019, by Ronald Albert Smith, Owner.




Notary Public, State of Texas

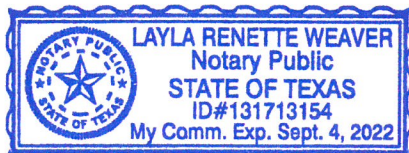


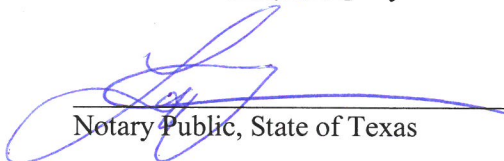
Janice H. Smith, Owner

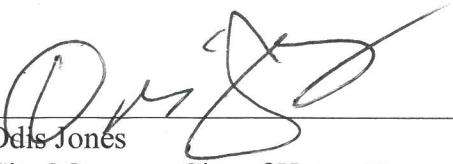
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January 2019, by Janice H. Smith, Owner.




Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 8th day of ~~December~~ April, 2018⁹,
by Odis Jones, City Manager, City of Hutto, Texas.

Christine Marie Lucas
Notary Public, State of Texas

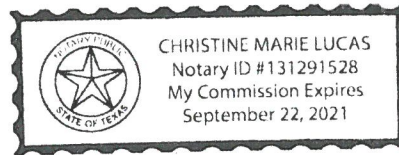


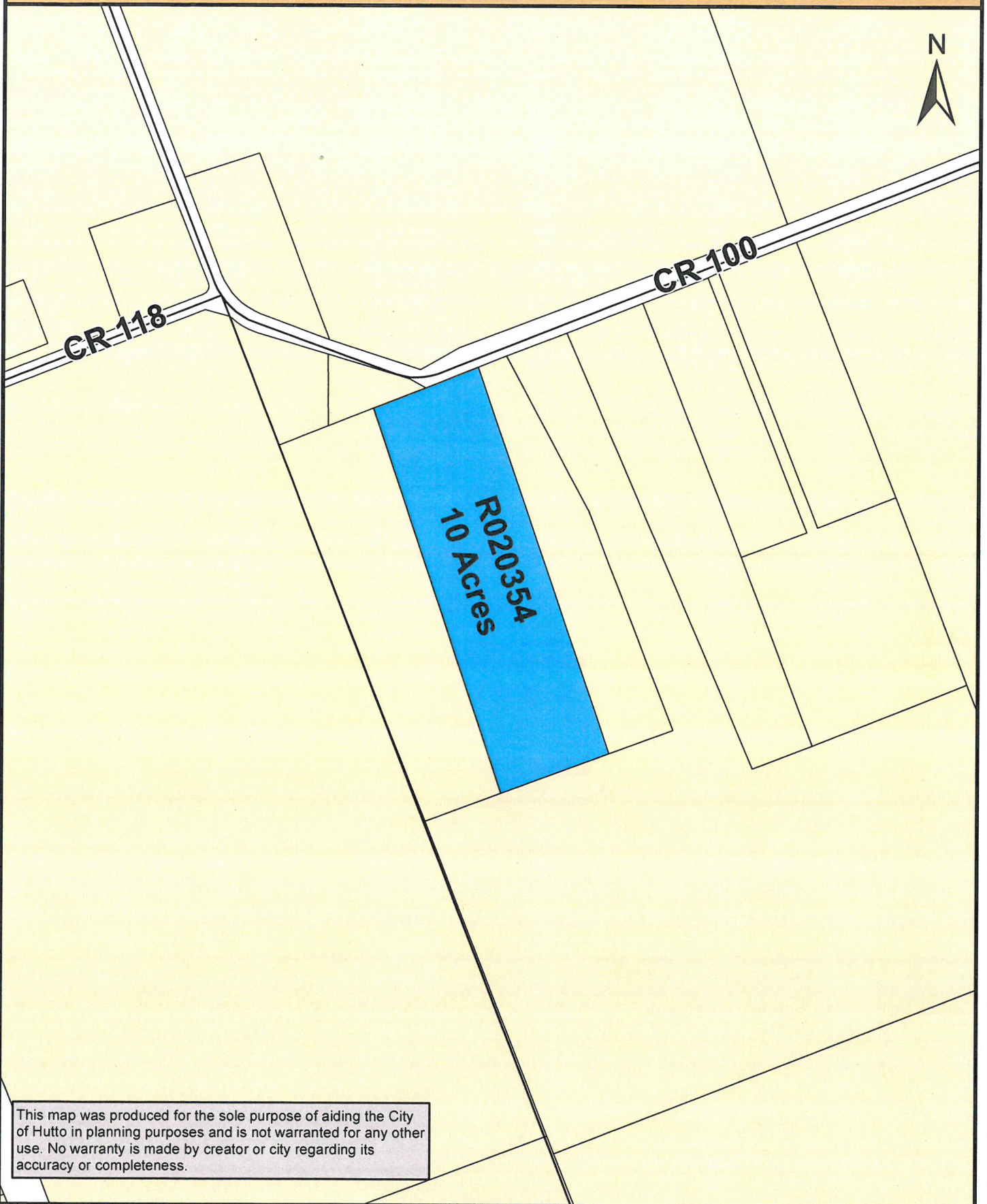
EXHIBIT "A"

LEGAL DESCRIPTION:

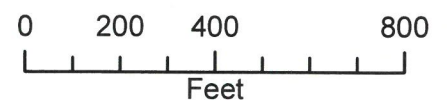
SMITH TRACT – 3 (R020354):

10.0 ACRES BEING A PORTION OF A 91.71 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED MARCH 10, 2000 AND RECORDED IN DOCUMENT NO. 2000018150, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Smith 3



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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 90.

AGENDA DATE: May 02, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert Smith and Janice H. Smith, for 4.868 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts, and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, “provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council”.

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acres identified in the agreement, the specific tract of land will not be annexed proactively by the City for a period of time, typically twenty-five years. In return, the property owner agrees to maintain the agricultural exemption and not further develop the property into a larger development. The area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

BUDGETARY AND FINANCIAL SUMMARY:

A Municipal Service Plan (MSP) will be completed at the time of the City begins the procedures for annexation.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Development Agreement

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND RONALD ALBERT SMITH AND JANICE H. SMITH, FOR 4.868 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Pearl Hanusch Estate, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **2nd** day of the month **May 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the “City”) and the undersigned property owner(s) **Ronald Albert Smith and Janice H. Smith** (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.868 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

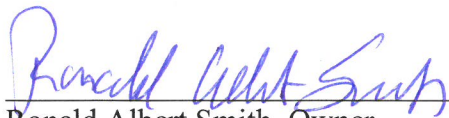
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

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

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

Entered into this 18 day of January, 20 19.

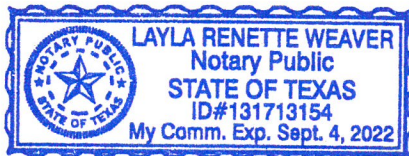


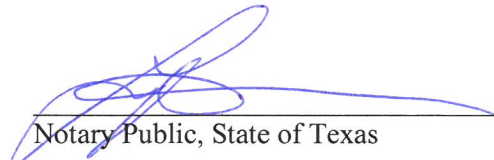
Ronald Albert Smith, Owner

THE STATE OF TEXAS }

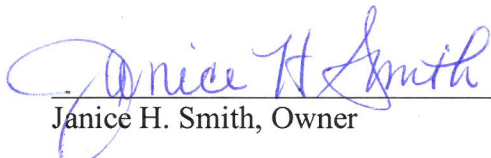
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January 2019,
by Ronald Albert Smith, Owner.





Notary Public, State of Texas

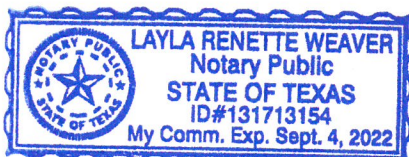


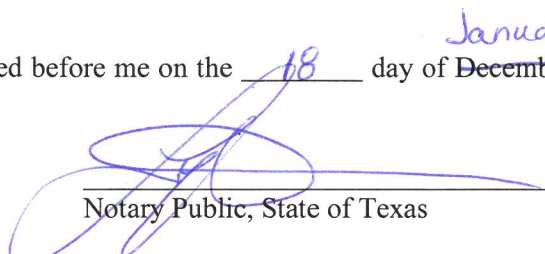
Janice H. Smith, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 18 day of January 2019,
by Janice H. Smith, Owner.





Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 8th day of April, 2018⁹,
by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

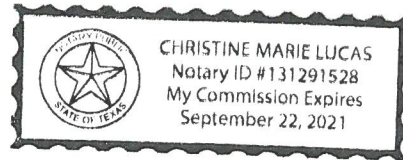


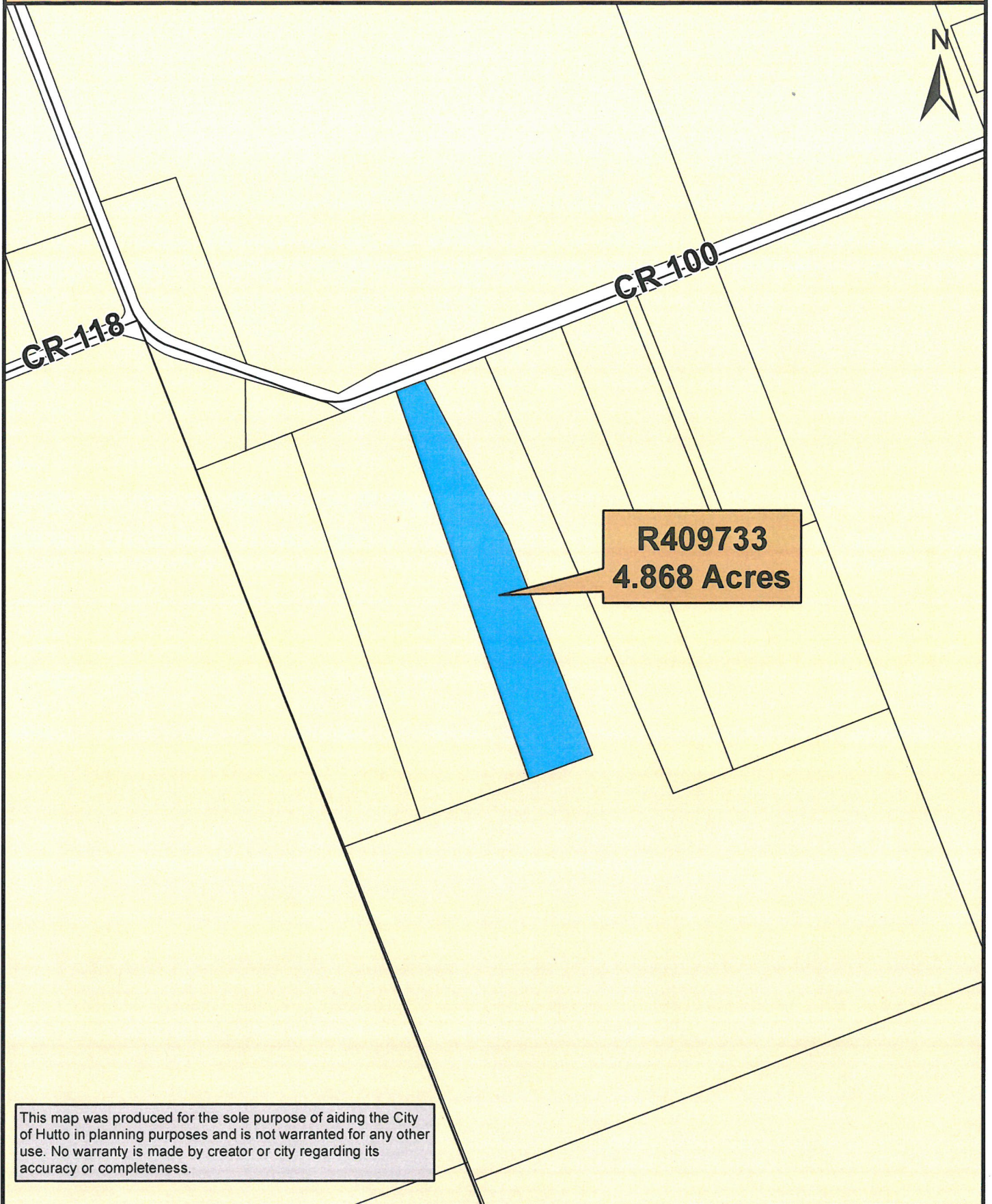
EXHIBIT "A"

LEGAL DESCRIPTION:

SMITH TRACT – 4 (R409733):

4.868 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED MARCH 10, 2000 AND RECORDED IN DOCUMENT NO. 2000018149, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Smith 4



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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10A.

AGENDA DATE: May 02, 2019

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action on the first reading of an ordinance concerning the first amendment to the Fiscal Year 2019 Budget of the Hutto Economic Development Corporation - Type B. (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

The proposed amendment will increase the expenditures for the FY 2018-19 Budget by \$721,523. On April 1, 2019 the new Hutto Economic Development Corporation Board - Type B reviewed and adopted the amended budget. The increase is due to the addition of a full-time employee, Tim Jordan, Economic Development Coordinator, an economic development contribution of \$585,000 for the Park at Brushy Creek Amphitheater, as well as incentives for JRS, AEND and a small business loan program.

The City Council is asked to approve this amendment of the Hutto Economic Development Corporation to comply with Section 501.073 of the Texas Local government Code which states:

Sec. 501.073. SUPERVISION BY AUTHORIZING UNIT. (a) The corporation's authorizing unit will approval all programs and expenditures of a corporation and annually review any financial statements of the corporation.

BUDGETARY AND FINANCIAL SUMMARY:

The proposed amendment will increase the budgeted expenditures.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Hutto Economic Development Corporation Board approved the amendment at their April 1, 2019 Board Meeting.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance amending the FY 2018-19 Budget.

SUPPORTING MATERIAL:

1. [Ordinance - Amending HEDC TYPE B FY 2018-19 Budget](#)
2. [Budget Amendment #1](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B FOR THE FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the Hutto Economic Development Corporation budget for the fiscal year October 1, 2018 through September 30, 2019, was duly presented to the City Council.

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

SECTION I.

That the appropriations for the fiscal year October 1, 2018 through September 30, 2019 for the support of the Hutto Economic Development Corporation be fixed and determined for said terms in accordance with the expenditures shown in the EDC's 2019 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.

That the budget, as shown in words and figures in **Exhibit A**, is hereby approved in all respects and adopted as the City's budget for the fiscal year October 1, 2018 through September 30, 2019.

SECTION III. 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 IV. 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 V. Repealing Clause

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

SECTION VI. 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 VII.

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

READ and **APPROVED** on first reading on this the **2nd** day of **May 2019**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and **ADOPTED** on second and final reading this **16th** day of **May 2019**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa Brown, City Secretary

EXHIBIT A

EDC Budget for FY 2019-Amendment #1

	<u>FY 18-19</u>	<u>FY 18-19</u> <u>Amended</u>
Revenue		
Sales Tax	1,327,500	1,327,500
Interest & Other	4,000	4,000
	<u>1,331,500</u>	<u>1,331,500</u>
<u>EXPENSES</u>		
Payroll related	-	148,523
Community relations	-	-
Office related	-	-
Administrative Costs	1,000	1,000
Postage	250	250
Marketing	30,000	30,000
Professional Expenses	100,000	100,000
Audit		
Legal		
Appraisal Services		
Training/Conferences	15,000	15,000
Membership Dues	12,000	12,000
Other	2,000	2,000
Cost of Issuance	-	-
Megasite Land Purchase	-	-
HMJM Agreement	-	-
Williamson County Higher		
Education Payment	125,000	125,000
Coop District (<i>funds to be paid to PID Bonds</i>)		
Flix		
Southside BBQ		
Others		
AEND	25,000	100,000
JRS	25,000	25,000
Amphitheater Payment	-	585,000
Projects/Incentives	337,000	250,000
Total Expenditures	<u>672,250</u>	<u>1,393,773</u>
Revenues over expenditures	659,250	(62,273)
<u>OTHER FINANCING SOURCES AND USES</u>		
Bond Revenues		
Debt Service Payment	(546,179)	(546,179)
Total Other Financing Sources (Uses)	<u>(546,179)</u>	<u>(546,179)</u>
Net Income	113,071	(608,452)
Beginning Fund Balance	629,777	629,777
Ending Fund Balance	742,848	21,325

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11A.

AGENDA DATE: May 02, 2019

PRESENTED BY: Lisa Brown, City Secretary

ITEM:

Consideration of and possible appointments to City Boards and Commissions. (Lisa Brown)

**STRATEGIC GUIDE
POLICY:**

Quality of Life & Services

ITEM BACKGROUND:

On July 7, 2018, the City Council approved Ordinance O-18-07-05-8B that changed the terms of service of the boards, commissions and corporation members to be realigned to match those of the council places and terms. Beginning July 1, 2018, new terms will expire on June 30, of the corresponding Council Member term. Transition to new terms for current board and commission members can be reappointed to the new terms based on the new expiration terms, or new appointments can be recommended during a council meeting in July. All current board and commission members have been assigned Place numbers to coincide with existing council members. On June 20, 2018, the Council re-appointed all seated board members to terms aligned with the corresponding member term.

There are several seats on the boards and commissions that were created as a result of the ordinance in July that need to be filled. Additionally, there are some board and commission members who have been reappointed that do not wish to continue past the expiration of their original term and intend to resign their position at that time.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

1. B&C Spreadsheet

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

Boards and Commissions Master Transition

Council Member Place 1	Scott Rose	May-20
Council Member Place 2	Tom Hines	May-21
Council Member Place 3	Nate Killough	May-19
Council Member Place 4	Tim Jordan	May-20
Council Member Place 5	Patti Turner	May-21
Council Member Place 6	Terri Grimm	May-19
Mayor (Place 7)	Doug Gaul	May-19

* Newly Appointed
 * Re-appointed
 * Vacant
 ** Plans to resign Dec 2018

All Boards and Commissions terms Realigned for appointment in June
Terms Run 7/1 to 6/30 unless otherwise indicated

Last update: 3/1/2019

Planning & Zoning Commission								
Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber								
2 yr Terms Per Charter								
Liaison - Ashley Lumpkin								
Approved					Term	Term	Phone	Email Address
20-Sep	Place 1	Davey	Robinson	Vice-Chair	Dec-19	June-20	512-635-0169	davey.robinson@austin.rr.com
6-Dec	Place 2	Randal	Clark	Commissioner	Dec-18	June-20	512-876-3277	texas30@gmail.com
20-Sep	Place 3	Jessica	Romigh	Chair	Dec-19	June-19	512-906-9453	jessicaromigh@gmail.com
20-Sep	Place 4	Michael	Orman	Commissioner	Dec-18	June-20	512-636-8521	Mike@orman.us
2-Aug	Place 5	Richard	Hudson	Commissioner	Dec-18	June-20	562-841-2145	sfchudson@gmail.com
20-Sep	Place 6	Tony	Wertz	Commissioner	Dec-19	June-19	512-785-3242	awertz1952@yahoo.com
2-Aug	Place 7	Lori	Ortiz	Commissioner	Dec-18	June-19	512-203-6813	lori.ortiz@austin.rr.com
Parks Advisory Board								
Meets: 2nd Wednesday @ 7:00pm of each month in the City Council Chamber								
Liaison - Shane Mize								
Approved					Term	Term		
20-Sep	Place 1	Katie	Weiss	Member	Dec-18	June-20	512-619-7099	katieweiss95@gmail.com
20-Sep	Place 2	Michael	Orman	Member	Dec-20	June-21	512-636-8521	MikeOrmanPBC@orman.us
20-Sep	Place 3	Dana	Lively	Member	Dec-20	June-19	713-824-7337	danaklively@gmail.com
jan 3 2019	Place 4	Julia	Cooper	Member	Dec-19	June-20	512-636-4602	juliakcooper@gmail.com
20-Sep	Place 5	Kelly	Gaydos	Chair	Dec-20	June-21	512-658-4033	kelly_gaydos@yahoo.com
6-Sep	Place 6	Rose	McMillin	Member	Dec-20	June-19	512-656-8486	rosemcmillin@yahoo.com
2-Aug	Place 7	Perry	Savard	Vice Chair	Dec-19	June-19	512-560-1133	pmsstreetglide@gmail.com
Library Advisory Board								
Meets: Quarterly @ 6:00pm of each month in the City Council Chamber								
Liaison - Eliska Padilla								
Approved					Term	Term		
	Place 1	Vacant		Member	Dec-20	June-20		
20-Sep	Place 2	Dwight	Baker	Chair	Dec-20	June-21	714-585-3713	baker1640@sbcglobal.net
20-Sep	Place 3	Tara	Chappell	Vice Chair	Dec-20	June-19	512-914-2011	tchappell08@gmail.com
20-Sep	Place 4	Kathi	Shilling	Member	Dec-20	June-20	214-676-4565	kshilling873@gmail.com
	Place 5	Vacant		Member	Dec-18	June-21		
6-Sep	Place 6	Patricia	Elsasser	Member	Dec-20	June-19	512-317-0306	elsasserpatricia@yahoo.com
1-Nov	Place 7	Lori	Ortiz	Member		June-19	512-203-6813	lori.ortiz@austin.rr.com
Zoning Board of Adjustments								
Meets: 4th Wednesday @ 7:00pm of each month in the City Council Chamber								
Liaison - Ashby Grundman								
Approved					Term	Term		
17-Jan	Place 1	Bryan	Dempsey	Member	Dec-18	June-20		
20-Sep	Place 2	Thomas	McGowan	Member	Dec-20	June-21	512-516-3968	tmmcgowan@yahoo.com
20-Sep	Place 3	Randal	Clark	Member	Dec-20	June-19	512-876-3277	texas30@gmail.com
	Place 4	Vacant		Member	Dec-20	June-20		
	Place 5	Vacant		Member		June-21		
6-Sep	Place 6	Maureen	Rooker	Member	Dec-19	June-19	512-789-2210	MaureenRooker@remax.net
2-Aug	Place 7	Dana	Lively	Member	Dec-20	June-19	713-824-7337	danaklively@gmail.com

Historic Preservation Commission								
Meets: 4th Tuesday @ 6:00pm of each month in the City Council Chamber								
Liaison - John Bynum								
Approved					Term	Term		
	Place 1	Vacant		Commissioner	Dec-18	June-20		
2-Aug	Place 2	Mary	Belton	Commissioner	Dec-18	June-21	951-218-3235	meb2745@gmail.com
20-Sep	Place 3	Curtis	Orton	Commissioner	Dec-18	June-19	512-689-8759	curtisorton3@gmail.com
20-Sep	Place 4	Robert	Lykins	Commissioner	Dec-19	June-20	512-788-3978	rlykins4066@yahoo.com
	Place 5	Vacant		Commissioner	Dec-19	June-21		
19-Jul	Place 6	Travis	Allen	Commissioner		June-19	512-740-4831	travallenman@yahoo.com
	Place 7	Vacant		Commissioner		June-19		
Building and Standards Commission								
Meets: As Needed in the City Council Chamber								
Liaison - Tamera Baird								
Approved					Term	Term		
jan 3 2019	Place 1	Troy	Manella	Commissioner	Dec-19	June-20	512-785-3561	troy737@gmail.com
20-Sep	Place 2	Olinda	Ramirez	Commissioner	Dec-19	June-21	972-974-7712	olinda.ramirez1982@gmail.com
2-Aug	Place 3	Kendrick	Whittington	Commissioner		June-19	512-426-9688	kendrick@nexlegacyconstruction.com
20-Sep	Place 4	Vacant			Dec-18	June-20		
20-Sep	Place 5	Tom	Brown	Commissioner	Dec-18	June-21	256-473-3128	tjandsjbrown@att.net
16-Aug	Place 6	Maureen	Rooker	Commissioner	Dec-18	June-19	512-789-2210	MaureenRooker@remax.net
20-Sep	Place 7	Richard	Hudson	Commissioner	Dec-19	June-19	552-841-2145	sfchudson@gmail.com
Ethics Review Commission								
Meets: As Needed in the City Council Chamber (at least once a year)								
Liaison - Lisa Brown								
Approved					Term	Term		
20-Sep	Place 1	Craig	Cargill	Member	Dec-19	June-20	512-638-3214	craig.cargill@gmail.com
20-Sep	Place 2	Lori	Brown-Duncan	Member	Dec-19	June-21	512-426-9380	loribd216@aol.com
20-Sep	Place 3	Larry	Straughn	Vice Chair	Dec-19	June-19	512-876-1590	olin.straughn@huttoisd.net
20-Sep	Place 4	Russell	Daniel	Chair	Dec-19	June-20	512-626-7873	russelldaniel7@gmail.com
20-Sep	Place 5	Dana	Lively	Member	Dec-19	June-21	713-824-7337	danaklively@gmail.com
2-Aug	Place 6	April	Willis	Member		June-19	817-996-8197	aprilacm@gmail.com
	Place 7	Vacant		Member		June-19		
Economic Development Corporation								
Meets: 1st Monday @ 6:30pm of each month in the City Council Chamber								
Liaison - Tim Jordan								
Approved					Current Term	Proposed Term		
20-Sep	Place 1	Nelson	Nagle	Treasurer	Oct-19	June-20	512-426-2025	nelson.nagle@huttotx.gov
13-Dec	Place 2	Doug	Gaul	Member	Oct-19	June-21	512-413-4370	doug.gaul@huttotx.gov
20-Sep	Place 3	Dan	Thornton	Secretary	Oct-19	June-19	512-529-4213	dan.thornton@huttotx.gov
13-Dec	Place 4	Scott	Rose	Member	Oct-19	June-20	254-206-0889	scott.rose@huttotx.gov
7-Feb	Place 5	Kevin	LaFrance	Member	Oct-19	June-21	512-466-8906	kevinlafrance@gmail.com
20-Sep	Place 6	Greg	Braun	Vice-Chair	Oct-19	June-19	512-299-0188	greg.braun@huttotx.gov
19-Jul	Place 7	Steve	Harris	Chair	Oct-19	June-19	254-498-2224	Steven.Harris@huttotx.gov