



City of Hutto

AMENDED Agenda

City Council Meeting

Thursday, January 5, 2023 at 7:00 PM

City Council Chambers

Hutto City Hall

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

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATION

5.1. Rev. Dr. Martin Luther King, Jr. Day Proclamation (Diversity & Inclusion Commission)

6. CITY MANAGER COMMENTS

7. CITY COUNCIL COMMENTS

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

7.1. General Comments from City Council

7.2. City Council Liaison Reports

7.3. Future Agenda Items

8. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on 1.5.23. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on Resolution No. R-2023-001 approving Project NQ2, an economic development performance agreement between the Hutto Economic Development Corporation Type B and A-S 64 CR 119-Hwy 79, L.P., a Texas limited partnership, in support of the Townwest Commons Commercial Facilities, providing for a City of Hutto funding agreement; providing for repeal and providing an effective date. (Legal)
- 9.2. Consider approval of a resolution of the City Council approving Project V; authorizing an Economic Development Performance Agreement between the Hutto Economic Development Corporation Type B and Es Vedras Cinemas Hutto, LLC in support of the development of Destination Retail in Hutto, Texas; providing for a Texas Local Government Code Chapter 380 Sales Tax Grant Funding Agreement between the City of Hutto, Texas and the Corporation in support of the Townwest Commons Commercial Facilities; providing for repeal and providing an effective date. (Legal)
- 9.3. Consideration and possible action on Ordinance No. O-2022-062 of the City of Hutto, Texas, approving a Second Amendment for Solid Waste and Recycling Services between the City of Hutto and Al Clawson Disposal, Inc. to provide for a two-year extension and providing an effective date. (First Reading)(Legal)
- 9.4. Consideration and possible action to execute an amendment to the Individual Project Order (IPO) 2022-03 for professional services with Freese & Nichols (FN) related to the Frame Switch Ground Storage Tank #2 (GST#2) Project in the amount of a \$120,682.00 reduction.
- 9.5. Consideration and possible action to execute Supplement 04 to Task Order (TO) 03 for professional services with HNTB for design modifications to the FM 1660 South and US 79 Project (HNTB Project No. 3) in the amount of \$98,157.22.
- 9.6. Consideration and possible action to accept the City Manager's report on an executed separation agreement with the former Chief Financial Officer. (City Manager Earp)
- 9.7. Consideration and possible action on Ordinance No. O-2023-002 amending Chapter 18, Article 18.02, Division 1 of the Code of Ordinances to update the rules and regulations related to City Parks. (Jeff White)
 - a. Consideration and possible action on Ordinance No. O-2023-002 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)
- 9.8. Consideration and possible action on the adoption of Ordinance No. O-2023-003 amending Section 10.609, Parkland and open space dedication, of the Hutto Unified Development Code to update the minimum standards related to parkland and open space dedication requirements. (First Reading) (Jeff White)
 - a. Consideration and possible action on Ordinance No. O-2023-003 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13. (Legal)
- 9.9. Consideration and possible action on Ordinance 2023-004 terminating the franchise granted to Acadian Ambulance Services of Texas, LLC because Acadian has withdrawn its request for the franchise. (First Reading) (Legal)
- 9.10. Consideration and possible action on approving minutes of the December 15 Work Session, December 15 Joint City Council/Cottonwood Development Corporation meeting, and the December 22 Special Called Joint City Council and Hutto Economic Development Corporation Type A and Hutto Economic Development Corporation Type B Boards of Directors meeting. (Angela Lewis)

10. RESOLUTIONS

- 10.1. Consideration and possible action to approve Resolution No. R-2023-005, approving the advance funding agreement for an on-system improvement project at FM 1660 South at US 79; and authorizing the City Manager to execute the agreement on behalf of the City of Hutto. (Wade Benton)
- 10.2. Consideration and possible action to approve Resolution No. R-2023-006 to award the FM 1660 North at US 79 Operational Improvements Project (CSJ No. 1566-01-017) to the lowest responsive bidder, Aaron Concrete Contractors, in the amount of \$637,042.00 and authorizing the City Manager to execute the construction contract with Aaron Concrete Contractors. (Wade Benton).

11. PUBLIC HEARINGS/ORDINANCES

- 11.1. Conduct a Public Hearing and take possible action on Ordinance No. 2023-005 approving a Revised Planned Unit Development (PUD) zoning ordinance request for the property known as 411, 421, 431 and 441 Ed Schmidt Boulevard Planned Unit Development (PUD), 4.30 acres, more or less, of land, Lots 2, 3, 4 and 5 of the Emory Farms Commercial Subdivision, located on Ed Schmidt Boulevard. (First Reading) (Ashley Bailey)
 - a. Consideration and possible action on Ordinance No. O-2023-005 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13. (Legal)
- 11.2. Conduct a Public Hearing and take possible action on Ordinance No. 2023-006 approving a Revised Planned Unit Development (PUD) zoning ordinance request for the property known as NorthTown Commons Planned Unit Development (PUD), 28.449 acres, more or less, of land located along Limmer Loop east of FM1660 North. (First Reading) (Ashley Bailey)
 - a. Consideration and possible action on Ordinance No. O-2023-006 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13. (Legal)
- 11.3. Conduct a Public Hearing and take possible action on Ordinance No. O-2022-059 approving the proposed Specific Use Permit for the Hutto Independent School District at 573 Chris Kelley Boulevard (Hutto High School), 76.135 acres, more or less, of land, to allow a reduction in the required landscaping (UDC 10.407.5), required parking (10.405.9) and roof-mounted mechanical equipment (10.406.6.8). (First Reading) (Ashley Bailey)
 - a. Consideration and possible action on Ordinance No. O-2022-059 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13. (Legal)

12. OTHER BUSINESS

- 12.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments. (City Council)
- 12.2. Presentation and possible action to accept the financial report for the month ending October 31, 2022 (Christina Bishop)
- 12.3. Consideration and possible action on proposed Charter Amendments. (Legal)
- 12.4. Discussion of wording on a rededication plaque for Hutto City Hall (Councilmember Sutton)

- 12.5. Discussion of City Sponsorship at Chamber Gala (Councilmember Kinsey)
- 12.6. Discussion of Status of Past Year's Council Actions (Mayor Snyder and Mayor Pro Tem Gordon)
- 12.7. Discussion and possible action regarding the qualifications of City Council member Place 5 as described in the Hutto Charter section 3.02 and any related action per the charter in accordance with Section 3.06(b)(1) including but not limited to forfeiture of office (Mayor Snyder)

13. EXECUTIVE SESSION

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

- 13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests.
- 13.2. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to the selection of a law firm to represent the City in personnel matters, including but not limited to employee appeals.
- 13.3. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to Cause No. 22-0259-C368, City of Hutto, Texas, Cottonwood Development Corporation, and River Creek Development Corporation Plaintiffs v. McGinnis Lochridge, LLP, William H. Bingham, Jr., and Michael A. Shaunessy Defendants, in the 368th District Court of Williamson County, Texas.
- 13.4. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate pursuant to Texas Government Code Sections 551.087 and 551.072 regarding economic development negotiations related to pending economic development projects
- 13.5. Pursuant to 551.071 (legal consultation), 551.072 (Real Property) and 551.087 (Economic Development), to deliberate and seek legal advice regarding structure and funding of economic development real property acquisition by the Hutto Economic Development Corporation.
- 13.6. Receive legal advice and discuss potential acquisitions of real estate pursuant to Texas Government Code sections 551.071 and 551.072 related to right of way acquisitions at FM 1660/Limmer Loop.

14. ACTION RELATIVE TO EXECUTIVE SESSION

- 14.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests.
- 14.2. Consideration and possible action relating to legal advice received pursuant to Texas Government Code Section 551.071 relating to the selection of a law firm to represent the City in personnel matters, including but not limited to employee appeals.
- 14.3. Discuss and possible action relating to legal advice received pursuant to Texas Government Code Section 551.071 relating to Cause No. 22-0259-C368, City of Hutto, Texas, Cottonwood Development Corporation, and River Creek Development Corporation Plaintiffs v. McGinnis Lochridge, LLP, William H. Bingham, Jr., and Michael

A. Shaunessy Defendants, in the 368th District Court of Williamson County, Texas.

- 14.4. Consideration and possible action relating to legal advice received pursuant to Texas Government Code Section 551.071 and deliberations pursuant to Texas Government Code Sections 551.087 and 551.072 regarding economic development negotiations related to pending economic development projects.
- 14.5. Discuss and consider action to approve a Resolution of the City Council, authorizing the Hutto Economic Development Corporation to both acquire funds and expend funds to acquire real estate and certain real estate contracts currently owned by Cottonwood Development Corporation; approving a funding agreement between the City and the Hutto Economic Development Corporation to provide for an economic development program in compliance with Texas Local Government Code Section 380.002(b); authorizing the City Manager to fulfill the contract obligations and execute the funding agreement.
- 14.6. Consideration and possible action related to legal advice received and discussion of potential acquisitions of real estate pursuant to Texas Government Code sections 551.071 and 551.072 related to right of way acquisitions at FM 1660/Limmer Loop.

15. ADJOURNMENT

16. CERTIFICATION

I certify that this notice of the Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on December 31, 2022 by 8:15 P.M.



Angela Lewis

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



Official Proclamation

A Proclamation Recognizing Rev. Dr. Martin Luther King, Jr. Day, January 16, 2023

WHEREAS, IN THE SUMMER OF 1963, THE REV. DR. MARTIN LUTHER KING, JR. STOOD ON THE NATIONAL MALL IN WASHINGTON, D.C., AND SHARED HIS DREAM TO BRING JUSTICE WHERE THERE IS INJUSTICE, FREEDOM WHERE THERE IS OPPRESSION, PEACE WHERE THIS VIOLENCE, AND OPPORTUNITY WHERE THERE IS POVERTY;

WHEREAS, THROUGH BUS BOYCOTTS, RESTAURANT SIT-INS, FREEDOM RIDES, AND MARCHES, THE MOVEMENT THAT DR. KING HELPED LEAD ADVANCED CALLS FOR EQUALITY AND JUSTICE;

WHEREAS, DR. KING WAS JAILED DOZENS OF TIMES FOR HIS EFFORTS, YET HIS COMMITMENT TO EQUALITY AND JUSTICE NEVER WAVERED;

WHEREAS, PEOPLE OF ALL BACKGROUNDS TODAY CONTINUE TO RAISE THEIR VOICES AGAINST THE ABUSES OF POWER, HATRED, AND DISCRIMINATION THAT DR. KING CHALLENGED AND TO FIGHT FOR EQUALITY AND JUSTICE;

WHEREAS, IN 1984, PRESIDENT RONALD REGAN ESTABLISHED A COMMISSION TO ASSIST IN THE FIRST OBSERVANCE OF A FEDERAL LEGAL HOLIDAY HONORING DR. KING ON HIS BIRTHDAY ON JANUARY 18;

WHEREAS, IN 1994, PRESIDENT BILL CLINTON EXPANDED THE MISSION OF THIS HOLIDAY TO BE A NATIONAL DAY OF SERVICE, INTERRACIAL COOPERATION, AND YOUTH ANTI-VIOLENCE;

WHEREAS, DR. KING'S DREAM AND TEACHINGS CONTINUE TO INSPIRE OUR NATION, OUR STATE, AND OUR CITY OF HUTTO;

WHEREAS, DR. KING'S LEGACY OFFERS AN OPPORTUNITY FOR OUR COMMUNITY TO GIVE BACK AND MAKE AN ONGOING COMMITMENT TO SERVICE THROUGHOUT THE YEAR;

WHEREAS, EACH OF US CAN CONTRIBUTE TO MAKING THE CITY OF HUTTO A COMMUNITY WITH INCREASED OPPORTUNITIES FOR ALL ITS RESIDENTS;

WHEREAS, THE CITY OF HUTTO HAS MADE DIVERSITY, EQUITY, AND INCLUSION OF ALL GROUPS A PRIORITY AND SUPPORTS THE CONTINUED WORK OF THE CITY'S DIVERSITY AND INCLUSION COMMISSION TO RAISE AWARENESS AND PROMOTE A COMMUNITY THAT EMBRACES ALL OF ITS RESIDENTS;

NOW, THEREFORE, I, MIKE SNYDER, MAYOR OF THE CITY OF HUTTO, DO HERBY RECOGNIZE THE FEDERAL LEGAL HOLIDAY IN JANUARY THAT COMMEMORATES THE REV. DR. MARTIN LUTHER KING JR AS A COMMUNITY DAY OF SERVICE IN THE CITY OF HUTTO. I ALSO AFFIRM THE CITY'S COMMITMENT TO LIVING OUT KING'S LEGACY BY PROTECTING AND SERVING EVERYONE WHO RESIDES IN, WORKS IN, OR VISITS THE CITY OF HUTTO WITHOUT DISCRIMINATION, RESPECTING THE DIGNITY, EQUALITY, AND CIVIL RIGHTS OF ALL PEOPLE.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

AGENDA ITEM REPORT

9.1.



To: City Council

Subject: Consideration and possible action on Resolution No. R-2023-001 approving Project NQ2, an economic development performance agreement between the Hutto Economic Development Corporation Type B and A-S 64 CR 119-Hwy 79, L.P., a Texas limited partnership, in support of the Townwest Commons Commercial Facilities, providing for a City of Hutto funding agreement; providing for repeal and providing an effective date. (Legal)

Meeting: Thursday, January 5, 2023

Department: Economic Development /

Staff Contact: Bob Farley

BACKGROUND INFORMATION:

NewQuest Properties will kick off development of Phase II of its Townwest Commons center located at the Northwest corner of SH 79 and County Road 119. The project will include over 120,000 sf of retail, restaurant, entertainment and basic necessity uses greatly increasing the shopping and dining options in the city of Hutto. The center's expansion will generate over \$40 million of additional taxable sales revenue and add over 200 full and part time jobs.

The HEDC Board approved the Economic Development Performance Agreement (Exhibit A) and conducted a Public Hearing for the project at their meeting on December 16th, 2022.

The EDPA is the agreement between the HEDC and the facility owner and operator.

The Funding agreement is provided pursuant to Texas Local Government Code 380.002 as is simply a pass through of the city sales tax recovered from the facility, which are necessary to fund only the sales tax incentive.

SUMMARY OF REQUEST:

The HEDC asks the City Council to approve the Resolution approving all Project NQ2 expenditures and approve the associated Economic Development Performance Agreement (EDPA) & Funding Agreement as presented in executive session.

STAFF REVIEW:

Staff has developed this EDPA and Funding Agreement in accordance with the requirements set forth by the HEDC Board regarding tenant types and performance requirements to receive incentives and has provided the recommended incentives per the guidelines of the HEDC Restaurant and Retail Incentives Program.

FISCAL NOTES:

AGENDA ITEM REPORT

9.1.



There are no existing general fund monies encumbered by these agreements. The HEDC Board approved EDPA incentives for Project NQ2 consist of a \$4M HEDC funded economic development grant over a 10-year period and a conditional sales tax incentive totaling \$5M over a 4-year period; All incentives are not eligible until Project NQ2 meets their performance obligations, as outlined in section 3 of the EDPA.

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.2.



To: City Council

Subject: Consider approval of a resolution of the City Council approving Project V; authorizing an Economic Development Performance Agreement between the Hutto Economic Development Corporation Type B and Es Vedras Cinemas Hutto, LLC in support of the development of Destination Retail in Hutto, Texas; providing for a Texas Local Government Code Chapter 380 Sales Tax Grant Funding Agreement between the City of Hutto, Texas and the Corporation in support of the Townwest Commons Commercial Facilities; providing for repeal and providing an effective date. (Legal)

Meeting: Thursday, January 5, 2023

Department: Economic Development /

Staff Contact: Bob Farley

BACKGROUND INFORMATION:

Project V is a planned family entertainment destination in the Townwest Commons, Phase II development located at the Northwest corner of SH 79 and County Road 119. The project will include a 50,000+ sf destination entertainment facility, to include movie theater facilities, bowling facilities, gaming facilities, food and beverage facilities, including the sale of beer and wine and mixed beverages. This project offers the Hutto Community a new opportunity for family fun and dining, and will have regional appeal, attracting patrons from surrounding areas. The project is expected to include \$25 million in infrastructure and site improvements, \$20 million of capital investment and \$12-\$15 million of additional taxable sales revenue and add over 40 full and part time jobs.

The HEDC Board unanimously approved the Economic Development Performance Agreement (Exhibit A) at their meeting on December 16th, 2022, and a Public Hearing for the incentives was conducted at the HEDC Board meeting on September 12th, 2022, without any public objection. The EDPA is the agreement between the HEDC and the facility owner and operator.

The Funding agreement is provided pursuant to Texas Local Government Code 380.002 as is simply a pass through of the city sales tax recovered from the facility, which are necessary to fund only the sales tax incentive.

SUMMARY OF REQUEST:

The HEDC asks the City Council to approve the Resolution approving all Project V expenditures and approve the associated Economic Development Performance Agreement (EDPA) & Funding Agreement as presented in executive session.

STAFF REVIEW:

AGENDA ITEM REPORT

9.2.



Staff has developed this EDPA and Funding Agreement in accordance with the requirements set forth by the HEDC Board regarding tenant types and performance requirements to receive incentives and has provided the recommended incentives per the guidelines of the HEDC Restaurant and Retail Incentives Program.

FISCAL NOTES:

There are no existing general fund monies encumbered by these agreements. The HEDC Board approved EDPA incentives for Project V consists of a \$4M HEDC funded economic development grant over a 10-year period and a conditional sales tax incentive totaling \$1.5M over a 10-year period; All incentives are not eligible until Project V meets their performance obligations, as outlined in section 3 of the EDPA.

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.3.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2022-062 of the City of Hutto, Texas, approving a Second Amendment for Solid Waste and Recycling Services between the City of Hutto and Al Clawson Disposal, Inc. to provide for a two-year extension and providing an effective date. (First Reading)(Legal)
Meeting: Thursday, January 5, 2023
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

On February 1, 2016, the Contract for Solid Waste and Recycling Services between the City of Hutto and Al Clawson Disposal, Inc. (the "Original Contract"), became effective. The Original Contract granted a non-exclusive franchise and license to use City streets and public rights-of-way to provide solid waste and recycling services. The term of the franchise was seven years with an option to grant up to three two-year extensions. The fees authorized by the Original Contract were to remain in effect at least until January 31, 2018. Rate modifications are based on 80% CPI for Austin-Round Rock-San Marcos, TX, for all Urban Consumers; 20% on Diesel Fuel price index by the United States Department of Energy, and are effective only after being passed by City Council through a revision of the Ordinance.

On July 31, 2018 and July 1, 2019, the Contractor requested an amendment and rate modification. By Resolution R-19-08-15-8C, the City Council authorized the City Manager to enter into a contract amendment with Al Clawson Disposal, Inc. The 2019 First Amendment included a 16.55% rate adjustment, and modified collection start times and timeframe to request future rate adjustments. The City Council adopted Ordinance O-19-10-24-6B updating the solid waste and recycling fees on October 24, 2019.

SUMMARY OF REQUEST:

This Second Amendment would provide for a two-year extension under the terms of the Original Contract, as amended by the First Amendment.

Pursuant to Charter Section 3.13, this ordinance dealing with franchises will require two readings. This is the first reading.

STAFF REVIEW:

At the November 17, 2022 work session, Council heard a presentation and discussed options moving forward regarding solid waste agreement. At this time, staff recommends a two-year extension to the existing agreement based on council's discussion and current rates and customer satisfaction levels.

AGENDA ITEM REPORT

9.3.



FISCAL NOTES:

Not applicable.

ATTACHMENTS:

1. O-2023-001 Approving ACDI Second A&R Solid Waste Agreement
2. Hutto ACDI Second A&R Solid Waste Agreement

ORDINANCE NO. O-2023-001

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, APPROVING A FRANCHISE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES IN THE CITY OF HUTTO, TEXAS TO AL CLAWSON DISPOSAL, INC., AND A SECOND AMENDMENT TO THE CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES; PRESCRIBING GENERALLY FOR THE OPERATION OF SUCH SERVICES; PROVIDING FOR RELATED MATTERS AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, it is in the public interest to ensure solid waste and recycling services are provided to the citizens of the City of Hutto; and

WHEREAS, in accordance with the laws of the State of Texas, Al Clawson Disposal, Inc. (“ACDI”), was selected as the best proposal to provide said services and a Contract for Solid Waste Services was entered into on February 16, 2016; and

WHEREAS, the City Council has determined that granting of a franchise on the terms set forth herein is in the public interest and in the interest of the City of Hutto and its residents; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Terms and Conditions. ACDI shall be the exclusive provider of all residential and commercial solid waste, recycling and bulky waste collection services, inside the corporate city limits of Hutto, and is bound by all of the obligations as defined in the Second Amendment to the Contract for Solid Waste and Recycling Service between the City and ACDI, attached hereto as **Exhibit “A”** incorporated herein as though fully transcribed herein.

Section 3. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to City of Hutto Charter Section 3.13, a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 8. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on the first reading this the _____ day of _____ **2023.**

READ, PASSED, and ADOPTED on the second reading of this ____ day of _____, **2023** at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

(SEAL)

Exhibit “A”

EXHIBIT “A”

SECOND AMENDMENT TO THE CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES

This Second Amendment to the Contract for Solid Waste and Recycling Services ("Second Amendment") is made, entered into, and effective as of the 1st day of February 2023 ("Effective Date"), by and between the City of Hutto, a Texas home-rule municipal corporation ("City"), and Al Clawson Disposal, Inc. ("Contractor").

WITNESSETH:

WHEREAS, in 2015 the Contractor and its competitors submitted competitive proposals and bids to provide Refuse collection and Disposal within the City and to perform incidental work (the "Services"); and

WHEREAS, City negotiated in good faith with Contractor and its competitors for the Services; and

WHEREAS, City and Contractor entered into a Contract for Solid Waste and Recycling Services, providing for Contractor to have a seven-year exclusive contract to provide the Services within the City, ("Original Contract"); and

WHEREAS, Contractor has provided the Services in a good and satisfactory manner; and

WHEREAS, on August 15, 2019, the City Council adopted Resolution No. R-19-08-15-SC, authorizing the City Manager to execute a contract amendment for collection and disposal of solid waste and recycling services; and

WHEREAS, the City and the Contractor entered into a First Amendment to Agreement for Solid Waste and Recycling Service between the City and Contractor on December 13, 2019, ("First Amendment"); and

WHEREAS, the City and the Contractor desire to enter into a Second Amendment to the Original Contract and First Amendment to extend the Original Contract and First Amendment for an additional two (2) years and all obligations of the City and the Contractor in the Original Contract and First Amendment are to remain the same.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The above premises are incorporated by reference, as if fully set forth, herein.
2. The City Charter Article 11, FRANCHISE OF PUBLIC UTILITIES, requires, among other things, that persons, firms and entities may not use or occupy the city streets and alleys to provide utility or public services to property adjacent to such streets and alleys unless first granted a franchise, license or permit by the City. The Original Contract granted Contractor a non-exclusive franchise and license to use the City streets and public right-of- ways to provide the services authorized pursuant to this Second Amendment. The term of such franchise was seven years, ending February 1, 2023; provided that the Council may by ordinance grant extensions of the franchise for periods of two years so long as all extensions granted do not

exceed a period of six years.

3. The Original Contract granted Contractor the sole and exclusive contract by the City to provide Solid Waste collection and disposal services within the territorial jurisdiction of the City. Contractor was also granted a contract to provide recycling services within the City, and all recycling, collection and disposal services shall be provided in compliance with the Original Contract effective on February 1, 2016. Contractor furnishes all personnel, labor, equipment, trucks, landfill, and all other items necessary and useful to provide recycling services, and refuse collection, removal and disposal services, for all residential and commercial customers as specified, and to perform all of the work called for and described in the Original Contract.

4. The First Amendment to the Agreement for Solid Waste and Recycling Services between the City and Contractor, effective December 13, 2019, provided for rate adjustments and service amendments, ("First Amendment"). The rate adjustments were implemented by Ordinance No. O-19-08-15-8C.

5. All provisions of the Original Contract, as amended by the First Amendment, shall remain in full force and effect and shall be extended an additional two years until January 31, 2025.

6. Any notices required shall be provided as follows:

If to the City:

City of Hutto, Attn: City Manager, 500 W. Live Oak St., Hutto, TX 78634.

If to the Contractor:

Al Clawson Disposal, Inc. Attn: Tanya Clawson, 8600 North IH 35, Georgetown, TX 78626. Mailing Address: P.O. Box 416, Jarrell, TX 76537.

7. In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

8. HB 1295 and No Boycott Provisions.

A. HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, the Contractor must fill out a conflict of interest form ("Disclosure of Interested Parties") and file with the Texas Ethics Commission at the time the signed contract is submitted to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

B. No Boycott of Israel; No Terrorist Organization.

Pursuant to Chapter 2271, Texas Government Code, the Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

C. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable

Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

D. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

9. This Second Amendment, together with the Original Contract and First Amendment, contains the entire understanding of the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

This Second Amendment shall be effective on February 1, 2023.

AL CLAWSON DISPOSAL, INC.

P.O. Box 416
Jarrell, TX 76537

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me this _____ day of _____, ____ by _____, a _____ and authorized signatory of Al Clawson Disposal, Inc., a Texas corporation, on behalf of said company.

Notary Public, State of Texas

CITY OF HUTTO

500 W. Live Oak St.
Hutto, TX 78634

By: _____

James Earp, City Manager

Date: _____

ATTEST:

By: _____

Angela Lewis, City Secretary

Date: _____

AGENDA ITEM REPORT

9.5.



To: City Council
Subject: Consideration and possible action to execute Supplement 04 to Task Order (TO) 03 for professional services with HNTB for design modifications to the FM 1660 South and US 79 Project (HNTB Project No. 3) in the amount of \$98,157.22.
Meeting: Thursday, January 5, 2023
Department: Engineering /
Staff Contact: Wade Benton

BACKGROUND INFORMATION:

The Master Services Agreement (MSA) for continuing professional services with HNTB was executed on January 18, 2019.

HNTB will perform the following under Supplement 04:

1. Modification of FM 1660 traffic signal plans including rail crossing pre-emption.
2. Addition of sidewalk along Jim Cage Street from Front Street to US 79
3. Coordination with TxDOT on traffic signalization.
4. Railroad crossing coordination with Union Pacific Railroad (UPRR) and Federal Rail Administration (FRA).

TxDOT requested that permanent traffic signalization modifications related to UPRR signal pre-emption be shifted to the FM 1660 South project (out of the FM 1660 North project) to allow the FM 1660 North project to proceed without UPRR-related delays. UPRR has also requested significant changes to the rail crossing to accommodate a wider median.

Project duration includes twelve months of design effort to progress 60% complete plans to 100% bid-ready plans. A construction time determination is pending. A one month of pre-construction services, four months of construction and one month of project close-out.

SUMMARY OF REQUEST:

Authorize the City Manager to execute Supplement 04 to HNTB TO-03 for professional services for design modifications to the FM 1660 South and US 79 Project (HNTB Project No. 3) in the amount of \$98,157.22.

STAFF REVIEW:

Staff recommends execution of TO-04 with HNTB.

AGENDA ITEM REPORT

9.5.



FISCAL NOTES:

FM 1660 Capital Projects Fund

Account: 60-040-060-6570

Available Budget:	00	177,600.
Proposed		98,157.
Expenditure:	22	
Budget Remaining:	00	79,442.

ATTACHMENTS:

1. HNTB_FM1660_TO3_Supp04_Package_PartialEXEC
2. R-2023-004 Approving HNTB Supplement 04 (1)

Exhibit A-4

TASK ORDER NUMBER 03
SUPPLEMENT 04

Supplement No. 04 under Task Order 03 is entered into between the City of Hutto, Texas ("City") a Texas municipality, and HNTB CORPORATION ("Professional") on December 23, 2022 under the terms and conditions established in the MASTER/TASK ORDER PRIME AGREEMENT between City and Professional dated January 18, 2019, (the "Agreement").

SECTION A – SCOPE OF SERVICES

A.1. PROFESSIONAL services under this supplement shall involve new design and plan alterations to prepare plans, specifications and estimates (PS&E) for the following projects:

- Project 3: US 79 at FM 1660 South- to add FM 1660N Signals and new sidewalk along Jim Cage to plan set and coordinate Section 130 efforts with TxDOT

A.2. Professional shall provide the following deliverables to City:

- See attached Exhibit B-4 Scope of Services.

SECTION B – SCHEDULE

Professional shall perform the Services according to the following schedule:

- See attached Exhibit C-4 Schedule.

SECTION C - COMPENSATION

The total amount payable by City for Supplement 04 under Task Order 03, resulting from the Services is \$77,825.63 and increases the fee not to exceed the amount of Task Order No. 3 from \$3,589,466.14 to \$3,667,291.77. Supplement 04 shall be paid according to the following terms:

- See attached Exhibit D-4 Fee Schedule.

(Any and all reimbursable expenses related to the Project shall be included within this Section)

C.1 The forgoing total compensation amount includes Reimbursable Expenses as defined herein.

- See attached Exhibit D-4 Fee Schedule.

SECTION D – OTHER PROVISIONS

The parties agree to the following provisions with respect to this specific Task Order:

D.1 Any services rendered by Professional beyond those described in Section A - Scope of Services shall be compensated on the same basis set forth in Section C.

D.2 All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with Supplement 04 under Task Order 03. City and Professional hereby agree to the terms and conditions of this supplemental work authorization as of the date set forth above. The individuals signing Supplement 04 represent and warrant that they have the

Exhibit A-4

power and authority to enter into this supplemental work authorization and bind the parties for whom they sign.

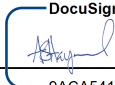
CITY:	PROFESSIONAL
By: _____	By: _____ DocuSigned by:  9ACA541B923C447...
Name: _____	Name: <u>A. Scott Haywood</u>
Title: _____	Title: <u>Vice President</u>

EXHIBIT B-4

SERVICES TO BE PROVIDED BY THE PROFESSIONAL

PROFESSIONAL services under this supplement includes new design and design revisions to plans, specifications, and estimates (PS&E) for the following project:

- Project 3: US 79 at FM 1660 South

Project 3: Addition of FM 1660N signal plans and sidewalk along Jim Cage from Front Street to US 79 including coordination with TxDOT on Section 130 Railroad crossing improvements design and construction.

1.0 Project Management

Monthly Progress Reports and Invoices

This supplement extends the schedule for 15 months to account for time required for UPRR to complete their design on Project 3.

Prepare electronic Monthly Progress Reports and Electronic Invoices throughout the duration of the project. Up to 15 electronic progress reports.

Coordination/Administration

- Progress Meetings: Attend 9 monthly meetings with City
- File Management: Maintain appropriate project records for the PS&E design to be delivered to the City upon project completion. (Electronic and Hard Copy Deliverable).
- Coordinate with project team and affected utility franchises conflict/relocation needs. Up two coordination meetings included.

Agency Coordination

- Continue to coordinate the Advanced Funding Agreement (AFA) document for Project 3

Project Schedule

The PROFESSIONAL shall update and maintain project cash flow schedule.

Electronic Deliverables:

1. Monthly Progress Report (up to 15)
2. Monthly Invoices (up to 15)
3. Updated cash flow estimates as projects progress (up to 3)

5.0 Project 1: Limmer Loop and FM 1660 intersection

N/A

6.0 Project 2: US 79 and FM 1660 North

N/A

7.0 Project 3 - FM 1660 S and US 79

Supplement includes addition of FM 1660N signal plans and sidewalk along Jim Cage from Front Street to US 79 including coordination with TxDOT on Section 130 Railroad crossing improvements design and construction. Also includes significant changes to crossing geometry to accommodate wider median as requested by UPRR in second diagnostic meeting.

Project 3 - PS&E

7.1 60% Design

N/A

7.2 100% Design

Added sheets and revisions to the following:

A. Roadway Design

Update the following plan sheets to add sidewalk and accommodate wider median:

Roadway Plan Sheets

- Title sheet
- Index of sheets
- Project Layouts
- Survey control
- Typical Sections
- Estimate and quantity (E&Q) Sheets
- Removal Plans
- Roadway Plan and Profiles
- Intersection detail sheets
- Driveway detail sheets

B. Traffic Control

Update the following plan sheets to add sidewalk and accommodate wider median:

- Narrative for each stage
- TCP Typical Sections
- Advanced warning sign plans
- TCP layouts (to be based on up to 3-phase sequence)

C. Drainage Design

Updates to drainage to accommodate added median and sidewalk:

Storm Drainage Design

- Drainage Area Maps
- Compute Hydraulics and size inlets and storm drains
- Runoff computation sheets, Inlet computation sheets and Conveyance calculation sheets
- Drainage layouts and storm drain profiles
- Drainage Details
- Ditch profiles

CITY OF HUTTO BOND

TASK ORDER NO. 3
SUPPLEMENT NO. 4

Storm Water Pollution Prevention Plans (SW3P)

- TxDOT SW3P Sheet
- Erosion Control Plans
- Environmental Permits, Issues and Commitments (EPIC) sheet

D. Signing Pavement Markings, and Signalization Plans

Updates due to added median and incorporation of FM 1660N signals and sidewalk sheets:

Signing and Pavement Markings

- Signing and Pavement Marking Layout sheets
- Small Sign summary sheet using TxDOT format

Signalization Plans

- Incorporation of Signal Plans
 - US 79 and FM 1660 North

E. Miscellaneous PS&E

Updates due to incorporation of FM 1660N signals and sidewalk sheets:

- Quantities and summaries
- Estimates and probable construction costs
- General notes
- Special specs
- TxDOT Standards
- Construction time determination

F. Roadway Cross sections

- Update cross sections

7.4 Environmental

- Added coordination effort with FRA

7.5 Right-of-Way Services

- NA

7.6 Coordination with Union Pacific – CRISI Grant – Exhibit A

- Three more iterations of the agreement and preparation of response to 60% plan reviews not included in original scope

7.7 Project Construction Manual

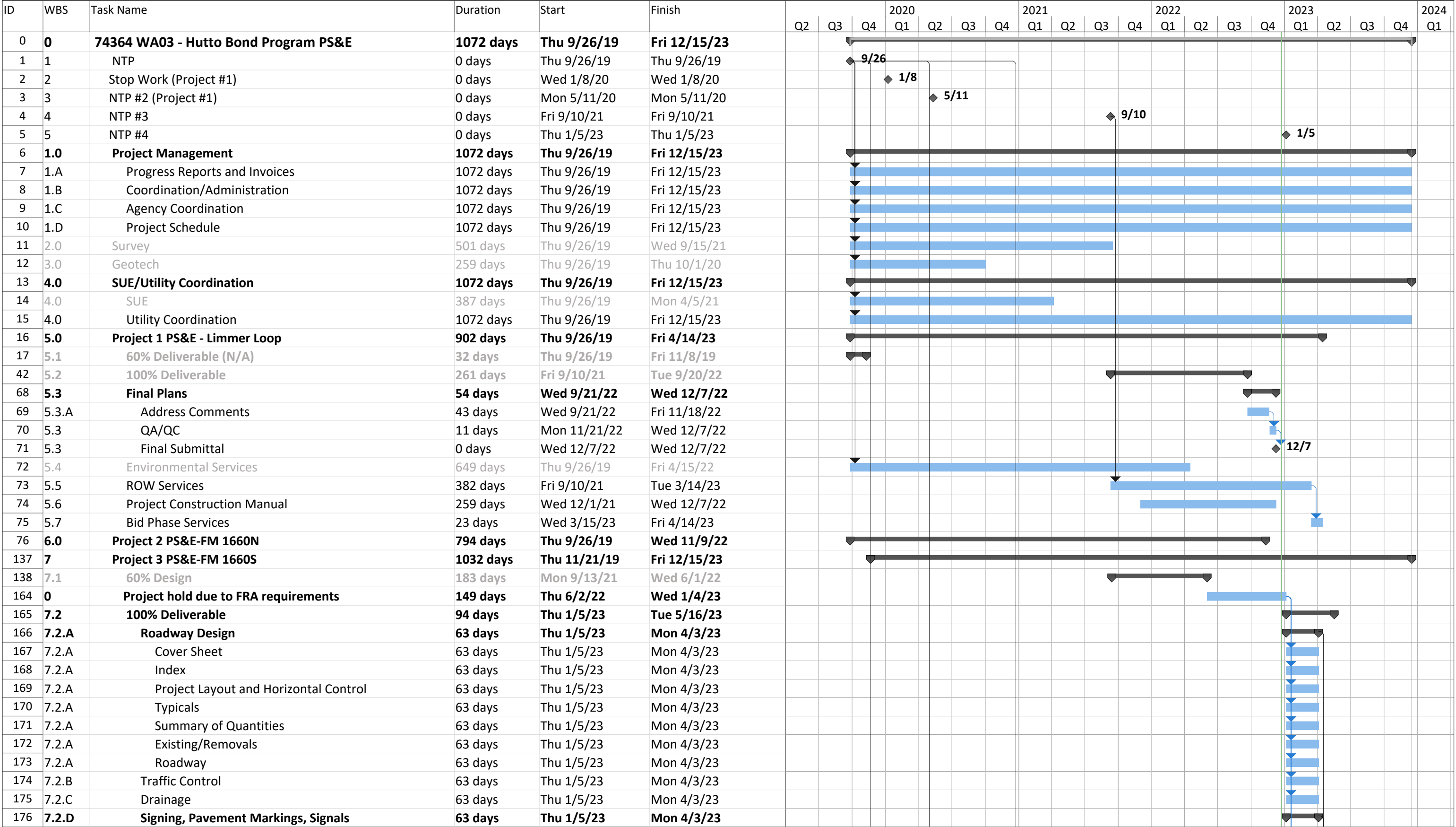
- NA

7.8 Bid Phase Services

- NA

74364 WA03 - Hutto Bond Program PS&E - Exhibit C-4

HNTB Gantt



74364 WA03 - Hutto Bond Program PS&E - Exhibit C-4

HNTB Gantt

ID	WBS	Task Name	Duration	Start	Finish				2020				2021				2022				2023				2024
						Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
177	7.2.D	Signs and Pavement Markings	63 days	Thu 1/5/23	Mon 4/3/23																				
178	7.2.D	Traffic Signals	63 days	Thu 1/5/23	Mon 4/3/23																				
179	7.2.D	Illumination	63 days	Thu 1/5/23	Mon 4/3/23																				
180	7.2.E	Miscellaneous PS&E	63 days	Thu 1/5/23	Mon 4/3/23																				
181	7.2.E	Epic Sheet	63 days	Thu 1/5/23	Mon 4/3/23																				
182	7.2.E	Estimate	63 days	Thu 1/5/23	Mon 4/3/23																				
183	7.2.E	General Notes	63 days	Thu 1/5/23	Mon 4/3/23																				
184	7.2.E	Special Specs	63 days	Thu 1/5/23	Mon 4/3/23																				
185	7.2.E	TxDot Standards	63 days	Thu 1/5/23	Mon 4/3/23																				
186	7.2.E	Construction Time Determination	63 days	Thu 1/5/23	Mon 4/3/23																				
187	7.2.F	Roadway Cross Sections	63 days	Thu 1/5/23	Mon 4/3/23																				
188	7.2	QA/QC	11 days	Tue 4/4/23	Tue 4/18/23																				
189	7.2	100% Submittal	0 days	Tue 4/18/23	Tue 4/18/23																				
190	7.2	100% Review	20 days	Wed 4/19/23	Tue 5/16/23																				
191	7.3	Final Plans	26 days	Wed 5/17/23	Thu 6/22/23																				
192	7.3	Address Comments and Coordination	15 days	Wed 5/17/23	Wed 6/7/23																				
193	7.3	QA/QC	11 days	Thu 6/8/23	Thu 6/22/23																				
194	7.3	Final Submittal	0 days	Thu 6/22/23	Thu 6/22/23																				
195	7.4	Environmental Services	588 days	Thu 12/24/20	Tue 4/18/23																				
196	7.5	ROW Services	700 days	Thu 4/30/20	Thu 2/2/23																				
197	7.6	Coordination with UPRR	1011 days	Thu 11/21/19	Tue 11/14/23																				
198	7.7	Project Construction Manual	20 days	Wed 4/19/23	Tue 5/16/23																				
199	7.8	Bid Phase Services	21 days	Wed 11/15/23	Fri 12/15/23																				
200	8	Public Involvement	100 days	Mon 9/13/21	Thu 2/3/22																				

**Exhibit D-4
Fee Schedule**

Work Items		HNTB		CobbFendley		McGray and McGray		Raba Kistner		OVERALL	
Task No.	Task Name	Total Hours	Total Labor	Total Hours	Total Labor	Total Hours	Total Labor	Total Hours	Total Labor	Total Hours	Total Labor
1	1.0 Project Management (All 3 Projects)	105	\$ 29,239.60	-	\$ -	-	\$ -	-	\$ -	105	\$ 29,239.60
2	2.0 Survey - Coordination	20	\$ -	-	\$ -	-	\$ -	-	\$ -	20	\$ -
3	3.0 Geotech	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4	4.0 Utility Engineering & Coordination	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
5	5.0 Project 1 PS&E - Limmer Loop - Engineering	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	5.0 Project 1 PS&E - Limmer Loop - ROW	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
6	6.0 Project 2 PS&E - FM 1660N - Engineering	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	6.0 Project 2 PS&E - FM 1660N - ROW	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
7	7.0 Project 3 PS&E - FM 1660S - Engineering	239	\$ 48,565.93	-	\$ -	-	\$ -	-	\$ -	239	\$ 48,565.93
	7.0 Project 3 PS&E - FM 1660S - ROW	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
8	8.0 Public Involvement	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Total Labor		Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor
		364	\$ 77,805.53	0	\$ -	0	\$ -	0	\$ -	364	\$ 77,805.53
Percent of Total		100.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
Direct Expenses			\$ 20.10		\$ -		\$ -		\$ -		\$ 20.10
Total Fee			\$ 77,825.63		\$ -		\$ -		\$ -		\$ 77,825.63

TOTAL FOR THIS WORK AUTHORIZATION	Hours	Labor	Expenses	TOTAL Fee
	364	\$77,805.53	\$20.10	\$77,825.63

SUMMARY BY PROJECT															
	HNTB			CobbFendley			McGray and McGray			Raba Kistner			OVERALL		
	Total Hours	Total Labor	Expenses	Total Hours	Total Labor	Expenses	Total Hours	Total Labor	Expenses	Total Hours	Total Labor	Expenses	Total Hours	Total Labor	Expenses
Project 1 PS&E - Limmer Loop	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -
Project 2 PS&E - FM 1660N	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -
Project 3 PS&E - FM 1660S	239	\$ 48,565.93	\$ 20.10	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	239	\$ 48,565.93	\$ 20.10
Project Totals													239	\$ 48,565.93	\$ 20.10
Project Management	105	\$ 29,239.60											105	\$ 29,239.60	\$ -
Survey Coordination	20	\$ -											20	\$ -	\$ -
Utility Engineering	-	\$ -											-	\$ -	\$ -
Public Involvement	-	\$ -											-	\$ -	\$ -
SubTotals	364	\$ 77,805.53	\$ 20.10	-	\$ -	\$ -	-	\$ -	\$ -	0	\$ -	\$ -	364	\$ 77,806	20
Grand Totals															\$77,825.63

Exhibit D-4
Fee Schedule

HNTB Fee Summary by Category															
HNTB	Technical Advisor	Program Manager	Project Manager	Quality Manager	Engineer II	Engineer-In- Training	Scheduler III	GIS Analyst	Environmental / Planner III	Sr. Document Control Specialist	Document Control Specialist	Senior Project Controller	Admin / Clerical I	Total Hours	TOTAL LABOR
Loaded labor Rates	\$ 417.64	\$ 498.36	\$ 329.90	\$ 315.86	\$ 196.54	\$ 143.89	\$ 140.38	\$ 140.38	\$ 235.14	\$ 178.46	\$ 112.30	\$ 235.14	\$ 77.22		
1.0 Project Management (All 3 Projects)															
Progress Reports and Invoices (Add 15 months for reporting)	1	15									15	4	4	39	\$ 10,826.95
Coordination/Administration															
Monthly Progress Meetings		9												9	\$ 4,485.22
File Management (implement efficiencies)				1	4	4				4			3	16	\$ 2,623.11
Coordinate with Project Team	0	9			9	9								27	\$ 7,549.12
Agency Coordination															
Prepare & Submit Docs to TxDOT														0	\$ -
Coordinate w/ TxDOT Review of Plans (Three Projects)														0	\$ -
Advanced Funding Agreement (AFA) - Project 1													0	0	\$ -
Advanced Funding Agreement (AFA) - Project 2														0	\$ -
Advanced Funding Agreement (AFA) - Project 3		2		0	0	0								2	\$ 996.72
Submit City Contract Letting & Award Procedures to State for Review														0	\$ -
Project Schedule															
Update and Maintain Project Schedule (Project 1)														0	\$ -
Update and Maintain Project Schedule (Project 2)														0	\$ -
Update and Maintain Project Schedule (Project 3)		3					9							12	\$ 2,758.49
Total Hours Project Management	1	38	0	1	13	13	9	0	0	4	15	4	7	105	\$29,239.60
Total Fee Project Management	\$ 417.64	\$ 18,937.59	\$ -	\$ 315.86	\$ 2,555.01	\$ 1,870.63	\$ 1,263.41	\$ -	\$ -	\$ 713.86	\$ 1,684.49	\$ 940.58	\$ 540.54		\$29,239.60

**Exhibit D-4
Fee Schedule****HNTB Fee Summary by Category**

HNTB	Technical Advisor	Program Manager	Project Manager	Quality Manager	Engineer II	Engineer-In-Training	Scheduler I/II	GIS Analyst	Environmental / Planner III	Sr. Document Control Specialist	Document Control Specialist	Senior Project Controller	Admin / Clerical I	Total Hours	TOTAL LABOR
Loaded Labor Rates	\$ 417.64	\$ 498.36	\$ 329.90	\$ 315.86	\$ 196.54	\$ 143.89	\$ 140.38	\$ 140.38	\$ 235.14	\$ 178.46	\$ 112.30	\$ 235.14	\$ 77.22		
7.0 Project 3 PS&E - FM 1660S															
7.2 100% Design- add sheets and information for FM 1660N signal and new sidewalk sheets															
7.2.A Roadway Design															
Cover Sheet-					1	1								2	\$ 340.43
Index					1	1								2	\$ 340.43
Project Layout and Horizontal Control					1	1								2	\$ 340.43
General Notes					1	2								3	\$ 484.33
Typicals		1			6	10								17	\$ 3,116.54
Estimate and Quantity Sheets		1			8	8								17	\$ 3,221.83
Existing/Removals					4	4								8	\$ 1,361.73
Roadway Plan and Profile- Sidewalk on Jim Cage		4			16	40								60	\$ 10,893.83
7.2.B Traffic Control															
Update Narrative					2	4								6	\$ 968.66
Adjust TCP Typical Sections		1			4	8								13	\$ 2,435.67
Adjust Advanced Warning Signs					2	8								10	\$ 1,544.23
Adjust TCP layouts					2	8								10	\$ 1,544.23
7.2.C Drainage															
Inlet Spacing														0	\$ -
Storm Sewer Design		1			2	4								7	\$ 1,467.01
Culvert Design														0	\$ -
Drainage Computation Sheets		1			2	4								7	\$ 1,467.01
7.2.D Signaling, Pavement Markings, Signals															
Signs and Pavement Markings					2	4								6	\$ 968.66
Traffic Signals					2	4								6	\$ 968.66
7.2.E Miscellaneous PS&E															
Epic Sheet					1	1								2	\$ 340.43
Estimate					1	1								2	\$ 340.43
General Notes					1	1								2	\$ 340.43
Special Specs					1	1								2	\$ 340.43
TxDOT Standards					1	1								2	\$ 340.43
SW3P					2	4								6	\$ 968.66
Construction Time Determination					1	1								2	\$ 340.43
7.2.F Roadway Cross Sections														0	\$ -
7.2.G QA/QC	1	2		4	4	4								15	\$ 4,039.53
7.3 Final Plans															
Address Comments														0	\$ -
QA/QC														0	\$ -
7.4 Environmental Services															
Final CE and Environmental Technical Reports (FRA coordination)									18					18	\$ 4,232.59
7.5 ROW Services															
7.5.1 Title Services														0	\$ -
7.5.2 Initial Appraisal Services														0	\$ -
7.5.3 Negotiations Services														0	\$ -
7.5.4 Closing Services														0	\$ -
7.5.5 Condemnation Services														0	\$ -
7.5.6 ROW Process QA/QC														0	\$ -
7.6 Coordination with UPRR / CRISI Grant / Exhibit A	2	10												12	\$ 5,818.86
7.7 Project Construction Manual														0	\$ -
7.8 Bid Phase Services														0	\$ -
HNTB Sub-Total Hours (FM 1660 South)	3	21	0	4	68	125	0	0	18	0	0	0	0	239	\$ 48,565.93
HNTB Sub-Labor Fee (FM 1660 South)	\$ 1,262.93	\$ 10,465.51	\$ -	\$ 1,263.43	\$ 13,364.67	\$ 17,986.80	\$ -	\$ -	\$ 4,232.59	\$ -	\$ -	\$ -	\$ -		\$ 48,565.93

HNTB Total Hours	4	59	0	5	81	138	9	0	18	4	15	4	7	364	\$ 77,805.53
HNTB Engineering Fee	\$1,670.57	\$29,403.10	\$0.00	\$1,579.29	\$15,919.68	\$19,857.43	\$1,263.41	\$0.00	\$4,232.59	\$713.86	\$1,684.49	\$940.58	\$540.54		\$ 77,805.53

HNTB Engineering / ROW / Public Involvement Fee	\$ 77,805.53
HNTB Direct Expenses	\$ 20.10
Total HNTB	\$ 77,825.63

HNTB WA No. 3
 Supplement No. 4
 City of Hutto - Job #74364

Exhibit D-4 Fee Schedule

HNTB Direct Expenses	# of Units	Unit Cost	Fee
Mileage (Billed at Current IRS Rate)		\$ 0.560	\$0.00
8.5 x 11 BW	100	\$ 0.04	\$4.00
8.5 x 11 Color	10	\$ 0.27	\$2.70
11 x 17 BW	100	\$ 0.08	\$8.00
11 x 17 Color	10	\$ 0.54	\$5.40
Color Plotting (sq ft)		\$ 6.75	\$0.00
ROW Acquisition (Billed at Invoice Cost)			
Title Company Abstract Fee		\$ 500.00	\$0.00
Appraisal		\$ 5,500.00	\$0.00
Appraisal Review		\$ 2,000.00	\$0.00
Certified Mail		\$ 15.00	\$0.00
Courier Costs (Billed at Invoice Cost)		\$ 50.00	\$0.00
Other Miscellaneous Expenses (Billed at Invoice Costs)		\$ 2,000.00	\$0.00
ROW Acquisition (Billed at Invoice Cost)			
Title Company Abstract Fee		\$ 500.00	\$0.00
Appraisal		\$ 6,500.00	\$0.00
Appraisal Review		\$ 3,500.00	\$0.00
Certified Mail		\$ 10.00	\$0.00
Public Meeting Notice Publication in Newspaper		\$ 4,000.00	\$0.00
Postage for mailouts (roll of 100 stamps)		\$ 50.00	\$0.00
Supplies for mailout (labels)		\$ 15.00	\$0.00
Supplies for mailout (envelopes)		\$ 20.00	\$0.00
Public Meeting Venue		\$ 375.00	\$0.00
Courier Costs (Billed at Invoice Cost)		\$ 4.25	\$0.00
Other Miscellaneous Expenses (Billed at Invoice Costs)		\$ 500.00	\$0.00
TOTAL Expenses			\$20.10

RESOLUTION NO. R-2023-004

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING SUPPLEMENT 04 TO TASK ORDER 03
BETWEEN HNTB CORPORATION AND THE CITY OF
HUTTO IN THE AMOUNT OF \$77,825.63 FOR
PROFESSIONAL SERVICES AND DESIGN
MODIFICATIONS TO THE FM 1660 SOUTH AND US 79
PROJECT; AUTHORIZING THE CITY MANAGER TO
EXECUTE THE SUPPLEMENT AGREEMENT;
PROVIDING PROPER NOTICE & MEETING, AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Hutto, Texas (“City”) entered into a Master Services Agreement with HNTB Corporation on January 18, 2019 (“Master Services Agreement”), for continuing professional services relating to the FM 1660 South and US 79 Project, also referred to as HNTB Project No. 3; and

WHEREAS, under the Master Services Agreement and pursuant to Supplement 04 to Task Order 03, attached as Exhibit A and incorporated fully herein by reference, HNTB Corporation will perform the following for the amount of \$77,825.63: (1) modification of FM 1660 traffic signals plans, including rail crossing pre-emption; (2) addition of sidewalk along Jim Cage Street from Front Street to US 79; (3) coordination with the Texas Department of Transportation on traffic signalization; and (4) railroad crossing coordination with Union Pacific Railroad and Federal Rail Administration; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Supplement 04 to Task Order 03 agreement with HNTB Corporation (“Supplement 04 Agreement”), attached as Exhibit A.

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Supplement 04 Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this ____ day of _____, 2023.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

9.6.



To: City Council
Subject: Consideration and possible action to accept the City Manager's report on an executed separation agreement with the former Chief Financial Officer. (City Manager Earp)
Meeting: Thursday, January 5, 2023
Department: City Manager /
Staff Contact: James Earp

BACKGROUND INFORMATION:

City Council authorized the City Manager to enter into separation agreements subject to the authority and limitations set forth in Resolution No. R-2022-093, approved on November 3, 2022. A separation agreement has been executed by the City Manager.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

General Fund- City Manager's Office

Account: 10-010-001-6019

Available 50,000

Budget:

Proposed 11,133

Expenditure:

Budget 38,867

Remaining:

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.9.



To: City Council
Subject: Consideration and possible action on Ordinance 2023-004 terminating the franchise granted to Acadian Ambulance Services of Texas, LLC because Acadian has withdrawn its request for the franchise. (First Reading) (Legal)
Meeting: Thursday, January 5, 2023
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

Acadian Ambulance Service of Texas, LLC ("Acadian") has withdrawn its request for a franchise to provide services within the City. Acadian had previously received a franchise to provide services between 2017-2022 and had requested a renewal of that agreement. The City Council approved a new Franchise Agreement with Acadian on November 3, 2022, by Ordinance No. O-2022-050. However, upon review of the records of the prior agreement, it was determined that Acadian had not provided any services within the City during the 2017-2022 agreement term. As such, Acadian has withdrawn its request for a franchise renewal and staff recommends terminating the renewal Franchise Agreement and repealing the ordinance approving the renewal agreement.

Williamson County EMS continues to provide ambulance services as the primary 911 EMS provider for the county.

Pursuant to Charter Section 3.13, this ordinance deals with franchises and will require two readings. This is the first reading.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Not applicable.

ATTACHMENTS:

1. Letter from Acadian regarding no services provided between 2017-2022
2. O-2023-004 Terminating Acadian Franchise

AGENDA ITEM REPORT

9.9.





PO BOX 98000 • LAFAYETTE, LA 70509-8000

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December 20, 2022

Mr, Ben Whitehead
City Attorney
City of Hutto, Texas
401 Front Street
Hutto, TX 78634
Ben@texasmunicipallawyers.com

RE: Franchise Agreement for Private Ambulance Service between City of Hutto, Texas
(City) and Acadian Ambulance Service of Texas, LLC., (Acadian)
Effective: 10/05/2017-10/31/2022; Quarterly Reports / Franchise Fee Payment

Dear Mr. Whitehead,

Thank you for your recent email dated December 6, 2022, wherein you were seeking copies of franchise reports and confirmation of franchise fees in connection with the Agreement referenced above on behalf of the City of Hutto, TX. After thoroughly researching our records, we have concluded that Acadian had no record of any transports that occurred within the City of Hutto, TX during the term of the Agreement. This also confirms the reason that Acadian has not produced any reports or made any franchise fee payments during the term of the Agreement.

If you have further questions in this regard, please feel free to let me know.

Best regards,

DocuSigned by:

C48002845675430
Ron Quaranto

Regional Vice President

ron.quaranto@acadian.com

C:508-918-7660 O: 512-929-1661

CC: Contract File # 5767.0

ORDINANCE NO. O - 2023 -004

AN ORDINANCE TERMINATING THE FRANCHISE GRANTED TO ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, AND REPEALING ORDINANCE NO. O-2022-050; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE OPEN MEETINGS ACT AND AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, Article 11 of the City of Hutto’s Charter gives the City Council the power to grant by ordinance a non-exclusive franchise of all providers of public services, including ambulance services, for a determinate term; and

WHEREAS, the City Council approved the Acadian Ambulance Service of Texas, LLC, Franchise Agreement (“Franchise Agreement”) when the City Council passed and approved on second reading on November 3, 2022, Ordinance No. O-2022-050 at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, it was determined that under a prior franchise agreement with the City, Acadian Ambulance Service of Texas, LLC (“Acadian”), had provided no services within the City between October 5, 2017, and October 31, 2022; and

WHEREAS, Acadian has informed the City that it has withdrawn its request for a franchise and no longer wishes to enter into the new Franchise Agreement approved by the City Council on November 3, 2022; and

WHEREAS, the City desires to terminate the Franchise Agreement granted to Acadian and to repeal Ordinance No. O-2022-050; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to adopt this Ordinance have been met;

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

Section 1. Findings. The above foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Franchise Agreement Terminated. The Acadian Ambulance Service of Texas, LLC, Franchise Agreement (“Franchise Agreement”), as approved by Ordinance No. O-2022-050, is hereby terminated.

Section 3. Repeal. Ordinance No. O-2022-050 is hereby repealed in its entirety.

Section 4. Conflict. Any ordinances, and parts thereof, that are in conflict herewith are hereby repealed to the extent of the conflict only.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and independent portion. Such declaration will not affect the validity of the remaining portions hereof, which other portions will continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision will thereupon return to full force and effect without further action by the City and will thereafter be binding on Acadian and the City.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Ch. 551, Gov’t Code.

Section 7. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and publication as required by law.

PASSED AND APPROVED on First Reading the _____ day of _____, 2023.

PASSED AND ADOPTED on Second Reading the ____ of _____, 2023.

ATTEST:

THE CITY OF HUTTO, TEXAS

Angela Lewis, City Secretary

Mike Snyder, Mayor

AGENDA ITEM REPORT

9.10.



To: City Council
Subject: Consideration and possible action on approving minutes of the December 15 Work Session, December 15 Joint City Council/Cottonwood Development Corporation meeting, and the December 22 Special Called Joint City Council and Hutto Economic Development Corporation Type A and Hutto Economic Development Corporation Type B Boards of Directors meeting. (Angela Lewis)
Meeting: Thursday, January 5, 2023
Department: City Secretary /
Staff Contact: Angela Lewis

BACKGROUND INFORMATION:

Staff requests that City Council approves the minutes of the December 15 Work Session, December 15 Joint City Council/Cottonwood Development Corporation meeting, and the December 22 Special Called Joint City Council and Hutto Economic Development Corporation Type A and Hutto Economic Development Corporation Type B Boards of Directors meeting. .

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Joint CC & Cottonwood minutes 12.15.22
2. 12.15.22 Work Session Minutes DRAFT
3. Hutto Joint CC & EDC minutes 12.22.22



City of Hutto

MINUTES

Special Called Joint City Council Meeting and Cottonwood Development Corporation Thursday, December 15, 2022 at 6:30 PM Executive Conference Room, Second Floor

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

1. **CALL SESSION TO ORDER: 6:32 PM**

2. **ROLL CALL**

Members of City Council present: Mayor Mike Snyder, Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Randal Clark, Mayor Pro Tem Peter Gordon, Councilmember Krystal Kinsey (attending via Microsoft Teams) and Councilmember Amberley Kolar.

Absent: None

Members of Cottonwood Development Corporation present: Dan Thornton, Peter Gordon

Absent: Mike Arismendez

Members of staff present: James Earp, City Manager, Dottie Palumbo, Legal Counsel, George Hyde, Legal Counsel, Bob Farley, Economic Development Director, Cheney Gamboa, Assistant Director, Angela Lewis, City Secretary

3. **PUBLIC COMMENTS - None**

The City Council and the Cottonwood Development Corporation Board convened into executive session at 6:33 p.m.

4. **EXECUTIVE SESSION – Entered at 6:33 PM**

4.a The Council and the Board will now recess the open session meeting and reconvene in executive session pursuant to Texas Government Code Section 551.071 (Legal Consultation) to deliberate and seek the advice of its attorneys regarding Longhorn Title Company, Interpleader v. Preston Hollow Capital, LLC., et al., pending.

The City Council and the Cottonwood Development Corporation Board reconvened into open session at 6:45 pm. No action was taken in executive session.

Mayor Snyder and Chairman Thornton of the Cottonwood Development Corporation Board announced that they would recess the meeting and continue the meeting after the City Council meeting.

At 1:45 a.m. the meeting was reopened by Mayor Snyder and Chairman Thornton of the Cottonwood Development Corporation Board.

Roll call of City Council by Mayor Snyder – All present, Councilmember Krystal Kinsey (attending via Microsoft Teams)

Roll call by Cottonwood Development Corporation Chairman Thornton - Director Arismendez absent.

The City Council and the Cottonwood Development Corporation Board convened into executive session at 1.51 p.m.

4.a The Council and the Board will now recess the open session meeting and reconvene in executive session pursuant to Texas Government Code Section 551.071 (Legal Consultation) to deliberate and seek the advice of its attorneys regarding Longhorn Title Company, Interpleader v. Preston Hollow Capital, LLC., et al., pending.

The City Council and the Cottonwood Development Corporation Board reconvened into open session at 2:55 am. No action was taken in executive session.

5. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 2:55 AM*

5a. Discuss and consider all financial options available to Cottonwood Development Corporation to avoid loss of five (5) tracts of land owned by the corporation pending appellate resolution of the Longhorn Title Company, Interpleader v. Preston Hollow Capital, LLC et. al law suit pending in the 368th Judicial District, Williamson County, Texas and appealed to the Texas Court of Appeals – Austin.

No action taken by the City Council or the Cottonwood Development Board.

6. ADJOURNMENT – City Council and Cottonwood Development Corporation jointly adjourned the meeting at 2:55 AM.

ATTEST:

Angela Lewis, City Secretary

Mike Snyder, Mayor

Dan Thornton, Chair

DRAFT



City of Hutto

MINUTES

City Council Work Session
Thursday, December 15, 2022 at 6:00 PM
Executive Conference Room

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

1. CALL SESSION TO ORDER: 6:00 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Robin Sutton, Councilmember Randal Clark, Councilmember Dan Thornton, Councilmember Krystal Kinsey, Councilmember Amberley Kolar and Mayor Pro Tem Peter Gordon

Absent: None

Members of staff present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Wade Benton, Consultant, Ashley Bailey, Executive Director of Business and Development, Angela Lewis, City Secretary, Dottie Palumbo, Legal Counsel

3. OTHER BUSINESS

4.1 City of Hutto Charter Review (Legal)

Dottie Palumbo, Legal Counsel, led the discussion and provided overview of recommendations for City of Hutto Charter updates.

4. ADJOURNMENT – 6:30 p.m.

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary



City of Hutto

MINUTES

Special Called Joint City Council Meeting and Hutto Economic Development Corporation Type A and Hutto Economic Corporation Type B Boards of Directors Thursday, December 22, 2022 at 6:30 PM City Council Chambers

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

1. CALL SESSION TO ORDER: 6:37 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Randal Clark, Mayor Pro Tem Peter Gordon, Councilmember Krystal Kinsey (Via Teams) and Councilmember Amberley Kolar.

Absent: None

Members of Hutto Economic Development Corporation Type A and Hutto Economic Corporation Type B Boards of Directors present: Mike Snyder, Don Carlson, Erin Clancy, Shawn Lucas, Randal Clark

Absent: Mike Arismendez, Marcus Coleman

Members of staff present: James Earp, City Manager, Dottie Palumbo, Legal Counsel, George Hyde, Legal Counsel, Bob Farley, Economic Development Director, Cheney Gamboa, Assistant Director, Angela Lewis, City Secretary

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS - None

5. EXECUTIVE SESSION – HEDC Board and City Council

Entered at 6:39 PM

5.1. The Council and Boards will now recess the open session meeting and reconvene in executive session pursuant to Texas Government Code pursuant to:

Sections 551.071 (Attorney Consultation), 551.087 (Economic Development), and

551.072 (Real Property) to deliberate and seek legal advice regarding:

Project E

No action was taken in Executive Session.

6. ACTION RELATIVE TO EXECUTIVE SESSION – HEDC Board and City Council
Reconvened at 8:00 PM and 8:01 PM respectively

6.1. The City Council & Boards may discuss and consider action to approve the structure, organization and funding for a project including a possible partnership with the city and other developers to acquire Cottonwood Development Corporation property for use in future economic development projects.

HEDC: Motion by Treasurer Lucas, seconded by Secretary Clancy to authorize expenditures of up to \$240,000 of due diligence expenses for Cottonwood Properties and Project E. Vote passed 5,0.

City Council: Mayor Pro Tem Gordon made a motion to authorize the City Manager to expend up to \$100,000 in due diligence expenses related to Project E, seconded by Councilmember Kolar. Voted passed 7,0.

City Council: Mayor Pro Tem Gordon made a motion to approve the HEDC's expenditures approved by the Board for Project E, seconded by Councilmember Clark. Vote passed 7,0.

7. ADJOURNMENT – HEDC Board at 8:05 PM. City Council adjourned at 8:05 PM

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary

Mike Arismendez, Chair

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action to approve Resolution No. R-2023-005, approving the advance funding agreement for an on-system improvement project at FM 1660 South at US 79; and authorizing the City Manager to execute the agreement on behalf of the City of Hutto. (Wade Benton)
Meeting: Thursday, January 5, 2023
Department: Engineering /
Staff Contact: Wade Benton

BACKGROUND INFORMATION:

The proposed improvements at the intersection of FM 1660 South and US 79 would improve safety and mobility for local vehicular traffic and pedestrians within the project area. Improvements include the following at-grade improvements at the FM 1660 South railroad crossing near US 79:

1. Right and left turn lanes
2. Sidewalks
3. New traffic signal
4. Widened median at the rail crossing
5. Drainage improvements

The AFA defines the responsibilities of the City and TxDOT to design, advertise, bid and manage the construction of the project.

The City would contribute a total of \$2,830,685.00 which includes environmental clearance, construction engineering, right-of-way/utility coordination, and construction funding, and reimbursement of certain state costs.

SUMMARY OF REQUEST:

Approval of resolution No. R-2023-XX, approving the advanced funding agreement (AFA) for CSJ 1566-02-022 associated with the FM 1660 South project and authorize the City Manager to execute the AFA with TxDOT for the FM 1660 South at US 79 Project.

STAFF REVIEW:

City staff and design consultant HNTB have coordinated their review of the AFA document. The AFA has TxDOT staff approval and is ready for approval by the City of Hutto. Once the attached resolution is approved by Council and provided to TxDOT, a final AFA document will be delivered for electronic signature by Hutto City Manager.

AGENDA ITEM REPORT

10.1.



FISCAL NOTES:

FM 1660 Capital Projects Fund

Account: 60-040-060-6570

Available Budget:	1	4,583,40
Proposed		2,830,68
Expenditure:	5	
Budget Remaining:	6	1,752,71

ATTACHMENTS:

1. FM1660 South AFA Resolution_FINAL DRAFT
2. R-2023-005 FM1660S_AFA_Resolution

TxDOT:				Federal Railroad Administration:	
CSJ #	1566-02-022			CFDA No.	20.325
District #	14	AFA ID	Z00002726	CFDA Title	Consolidated Rail Infrastructure and Safety Improvements
Code Chart 64 #	20250				
Project Name	FM 1660 From Orgain St to US 79			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT

For

Consolidated Rail Infrastructure and Safety Improvements (CRISI) Project On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Hutto**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the U.S. Department of Transportation’s Federal Railroad Administration (**FRA**) has selected 50 projects in 29 states to receive competitive grant funding under the Fiscal Year (FY) 2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. FRA has approved Texas – Grade Crossing Improvements at FM 1660 South, improves railroad grade crossing intersection U.S. 79 and FM 1660 S in the city of Hutto, Texas

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** and **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **intersection improvement at railroad crossing on FM 1660 in City of Hutto, Texas**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

TxDOT:				Federal Railroad Administration:	
CSJ #	1566-02-022			CFDA No.	20.325
District #	14	AFA ID	Z00002726	CFDA Title	Consolidated Rail Infrastructure and Safety Improvements
Code Chart 64 #	20250				
Project Name	FM 1660 From Orgain St to US 79			AFA Not Used For Research & Development	

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution dated **January 5, 2023**, which is attached to and made a part of this Agreement as Attachment C, Resolution (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of preliminary engineering (schematic, environmental, right-of-way, utilities), plans, specifications and estimates (PS&E), and construction of improvements on FM 1660 from Orgain Street to US 79 that include at-grade railroad crossing improvements, right turn and left turn lanes, pedestrian improvements, new traffic signal, drainage improvements

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of

TxDOT:				Federal Railroad Administration:	
CSJ #	1566-02-022			CFDA No.	20.325
District #	14	AFA ID	Z00002726	CFDA Title	Consolidated Rail Infrastructure and Safety Improvements
Code Chart 64 #	20250				
Project Name	FM 1660 From Orgain St to US 79			AFA Not Used For Research & Development	

Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Rail Administration (FRA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to

TxDOT:				Federal Railroad Administration:	
CSJ #	1566-02-022			CFDA No.	20.325
District #	14	AFA ID	Z00002726	CFDA Title	Consolidated Rail Infrastructure and Safety Improvements
Code Chart 64 #	20250				
Project Name	FM 1660 From Orgain St to US 79			AFA Not Used For Research & Development	

- adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as

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acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any

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cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The engineering plans shall be developed in accordance with Union Pacific Railroad's standards and specifications, which at a minimum shall comply with the following American Railway Engineering and Maintenance of Way Association (AREMA) documents: Manual for Railway Engineering, Portfolio of Track Work Plans, and the Communications & Signals Manual, as applicable. For projects on the State highway system, the design shall, at a minimum

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conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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- H. For this Project CSJ#1566-02-022 (FM 1660 South), where there will be improvements to the existing at grade railroad crossing, the State shall provide the Rail Road Agreement as the primary guidance for the Local Government to perform the work, and then turn over maintenance to the State in Accordance with Section 13 of this agreement

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after

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completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Hutto ATTN.: City Manager 500 W. Live Oak St. Hutto, TX 78634	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA, and FRA, and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA, FRA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA, and FRA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government

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may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

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compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements only for CSJ#1566-02-022

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49*

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CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this

TxDOT:				Federal Railroad Administration:	
CSJ #	1566-02-022			CFDA No.	20.325
District #	14	AFA ID	Z00002726	CFDA Title	Consolidated Rail Infrastructure and Safety Improvements
Code Chart 64 #	20250				
Project Name	FM 1660 From Orgain St to US 79			AFA Not Used For Research & Development	

certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

TxDOT:				Federal Railroad Administration:	
CSJ #	1566-02-022			CFDA No.	20.325
District #	14	AFA ID	Z00002726		
Code Chart 64 #		20250			
Project Name		FM 1660 From Orgain St to US 79			
<i>AFA Not Used For Research & Development</i>					

- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

Signature

James Earp
Typed or Printed Name

Hutto City Manager
Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CSJ #	1566-02-022			CFDA No.	20.325
District #	14	AFA ID	Z00002726	CFDA Title	Consolidated Rail Infrastructure and Safety Improvements
Code Chart 64 #	20250				
Project Name	FM 1660 From Orgain St to US 79			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Railroad Administration:	
CSJ #	1566-02-022			CFDA No.	20.325
District #	14	AFA ID	Z00002726	CFDA Title	Consolidated Rail Infrastructure and Safety Improvements
Code Chart 64 #	20250				
Project Name	FM 1660 From Orgain St to US 79			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 100% of Federal until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs, including \$1,568,685 additional Local Government funding and any cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$74,000	0%	\$0	0%	\$0	100%	\$74,000
Utility (by Local Government)	\$51,500	0%	\$0	0%	\$0	100%	\$51,500
Engineering (by Local Government)	\$1,136,500	0%	\$0	0%	\$0	100%	\$1,136,500
Construction -FRA (by Local Government)	\$1,451,250	100%	\$1,451,250	0%	\$0	0%	\$0
Construction Cat.3 (by Local Government) Additional LG Funding	\$1,568,685	0%	\$0	0%	\$0	100%	\$1,568,685
Subtotal	\$4,281,935		\$1,451,250		\$0		\$2,830,685
Environmental Direct State Costs	\$17,128	0%	\$0	100%	\$17,128	0%	\$0
Right of Way Direct State Costs	\$4,282	0%	\$0	100%	\$4,282	0%	\$0
Engineering Direct State Costs	\$25,692	0%	\$0	100%	\$25,692	0%	\$0
Utility Direct State Costs	\$4,282	0%	\$0	100%	\$4,282	0%	\$0
Construction Direct State Costs	\$119,894	0%	\$0	100%	\$119,894	0%	\$0
Indirect State Costs (4.77%)	\$204,248	0%	\$0	100%	\$204,248	0%	\$0
TOTAL	\$4,657,461		\$1,451,250		\$375,526		\$2,830,685

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

RESOLUTION NO. R-2023-005

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING
AN ADVANCE FUNDING AGREEMENT FOR AN ON-SYSTEM
IMPROVEMENT PROJECT AT FM 1660 SOUTH AT US 79; AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT ON BEHALF OF THE CITY OF HUTTO.**

WHEREAS, improvements to FM 1660 South from Orgain Street to US 79 including at-grade railroad improvements, right and left turn lanes, pedestrian improvements, new traffic signal and drainage improvements (“FM 1660S Project”) is an element of the City of Hutto 2018 Road Bond Program; and

WHEREAS, the project would improve safety and mobility for local traffic conditions at this location; and

WHEREAS, the City of Hutto has moved forward with project development of the FM 1660S Project, including environmental clearance, construction design, ROW acquisition, and utility relocation, and will be responsible for the construction of the improvements; and

WHEREAS, the Advance Funding Agreement would memorialize the roles and responsibilities of TxDOT and the City in the development of the project.

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

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

SECTION 2: The Hutto City Council does hereby approve the Advance Funding Agreement for an On-System Improvement Project at FM 1660 South at US 79 and authorizes the City Manager to execute the Agreement on behalf of the City, a draft copy of same being attached hereto as **Exhibit A** and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED, ORDERED, AND DECLARED this 5th day of January, 2023.

Mike Snyder, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Dorothy Palumbo
City Attorney

AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Consideration and possible action to approve Resolution No. R-2023-006 to award the FM 1660 North at US 79 Operational Improvements Project (CSJ No. 1566-01-017) to the lowest responsive bidder, Aaron Concrete Contractors, in the amount of \$637,042.00 and authorizing the City Manager to execute the construction contract with Aaron Concrete Contractors. (Wade Benton).
Meeting: Thursday, January 5, 2023
Department: Engineering /
Staff Contact: Wade Benton

BACKGROUND INFORMATION:

The FM 1660 North at US 79 Operational Improvements Project includes a new right turn lane on FM 1660 at US 79 to allow vehicles to turn westbound on US 79. Other improvements include traffic signal upgrades, utility relocations, pedestrian improvements and minor drainage improvements. Engineer's estimate (HNTB) was \$440,426.72. The contract documents were advertised in October in cooperation with TxDOT and adhered to the following schedule:

Advertise Request for Bids: Sunday October 16, 2022
Pre-Bid meeting; Wed October 26
Deadline for questions: Friday November 4
Bid Opening: Wed November 16, 2022

Two bids were received:
Aaron Concrete Construction = \$637,042.00
ProDirt Services, LLC = \$1,091,234.20

TxDOT provided concurrence of award on December 9, 2022 (attached)

SUMMARY OF REQUEST:

Approve resolution to award the FM 1660 North at US 79 Operational Improvements Project (CSJ 15660-1-017) to Aaron Concrete Contractors in the amount of \$637,042.00.

STAFF REVIEW:

See attached bid tabulation, review and award recommendation letter from HNTB dated November 18, 2022 for details.

AGENDA ITEM REPORT

10.2.



FISCAL NOTES:

FM 1660 Capital Projects Fund

Account: 60-040-060-6559

Available Budget:	3	674,05
Proposed Expenditure:	2	637,04
Budget Remaining:	1	37,01

ATTACHMENTS:

1. 20221130-FM1660 at US79_RequestForTxDOTsApprovalonAward-Hutto CM Signed
2. 1566-01-017 District Letter of Authority Form
3. 15666-01-017 Williamson-FM 1660 North at Hwy 79 TxDOT Concurrence
4. R-2023-006 Approving Aaron Concrete Agreement



Mayor
Mike Snyder

Mayor Pro Tem
Peter Gordon

Council Members
Robin Sutton, Place 1
Dan Thornton, Place 2
Randal Clark, Place 3
Peter Gordon, Place 4
Krystal Kinsey, Place 5
Amberley Kolar, Place 6

City Manager
James Earp

John Peters, PE
Texas Department of Transportation
2727 South Austin Avenue
Austin, Texas 78626

Re: City of Hutto
FM 1660 N at US 79 Operational Improvements Project
CSJ No. 1566-01-017
Request for TxDOT Concurrence of Contract Award

Dear Mr. Peters,

The City of Hutto intends to award the referenced project to Aaron Concrete Contractors in the amount of Six Hundred Thirty-Seven Thousand Forty-Two dollars and Zero cents (\$637,042.00), at a future Council meeting. We are requesting concurrence by TxDOT for award of the contract to Aaron Concrete Contractors.

Please see the attached recommendation of award from HNTB that includes the associated supporting documents.

If you have any questions or need additional information, please contact me at James.Earp@HuttoTX.gov, or Kate Moriarty at Kate.Moriarty@HuttoTX.gov. I look forward to receiving TxDOT's concurrence on award of the FM 1660 at US 79 Operational Improvements Project contract so the City of Hutto can finalize the contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Earp', with a stylized flourish at the end.

James Earp, CPM

Cc: Wade Benton, PE, City Engineer

Attachment: HNTB Request for TxDOT Concurrence, 11/18/2022

500 W. Live Oak St. | Hutto, Texas 78634
512-759-4033 | www.huttotx.gov

November 18, 2022



John Peters, PE
Texas Department of Transportation
2727 South Austin Avenue
Austin, Texas 78626

Re: City of Hutto
FM 1660 N at US 79 Operational Improvements Project
CSJ No. 1566-01-017
Request for TxDOT Concurrence on Contract Award

Dear Mr. Peters,

The City of Hutto intends to award the referenced project to Aaron Concrete Contractors in the amount of Six Hundred Thirty-Seven Thousand Forty-Two dollars and Zero cents (\$637,042.00), at a future Council meeting. We are requesting concurrence by TxDOT for award of the contract to Aaron Concrete Contractors.

Please see the attached recommendation of award, including:

1. HNTB Recommendation of Award
2. Bid Analysis
3. Newspaper Affidavit verifying the minimum 14-days advertising period
4. Verification the contractor is not currently debarred from receiving on-system contracts
5. Verification that the contractor is pre-qualified to work on TxDOT projects
6. Child Support Information
7. Documentation evidence that all proposers received all issued addenda
8. LGPP – Plan Development Review Checklist

If you have any questions or need additional information, please contact me at (512) 563-3644 or lschietinger@hntb.com. I look forward to receiving TxDOT's concurrence on award of the FM 1660 at US 79 Operational Improvements Project contract so the City of Hutto can finalize the contract.

Sincerely,

A handwritten signature in blue ink that reads "Loretta Schietinger".

Loretta Schietinger, PE

Attachments: see list

Cc: Wade Benton, PE, City Engineer

November 18, 2022



Wade Benton, PE
City of Hutto
Hutto City Hall
500 W. Live Oak Street
Hutto, TX 78634

Re: FM 1660 N at US 79 Operational Improvements Project
CSJ No. 1566-01-017
Recommendation of Contractor Award

Dear Mr. Benton,

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 | \$637,042.00 |
| 2. ProDirt Services, LLC | \$1,091,234.20 |

The lowest bidder was Aaron Concrete Construction at \$637,042.00, this is 45% higher than the Engineers estimate. We attribute the higher than expected prices due to the small quantities of work related to roadway construction and unique storm drain system adjustments required by the project. In addition to meeting the bid qualifications subject to being low bidder, Aaron Concrete Construction has successfully completed similar projects in the past including US 79 Median Improvements at Co-op, 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 \$637,042.00 and the previous quality of work done, we recommend award of the City of Hutto's FM 1660 N at US 79 Operational Improvements Project contract to Aaron Concrete Construction.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

A blue ink signature of Loretta Schietinger, written in a cursive style.

Loretta Schietinger, PE

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 ConcreteContractor's, L.P.	\$ 637,042.00	1	\$196,615.28	44.6%	\$ -	0.0%
ProDirt Services, LLC	\$ 1,091,234.20	2	\$650,807.48	147.8%	\$ 454,192.20	71.3%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron ConcreteContractor's, L.P.		ProDirt Services, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	4	STA	\$ 2,500.00	\$ 10,000.00	\$ 7,039.00	\$ 28,156.00	\$ 4,500.00	\$ 18,000.00
2	104-6022	REMOVING CONC (CURB AND GUTTER)	384	LF	\$ 12.00	\$ 4,608.00	\$ 6.00	\$ 2,304.00	\$ 50.00	\$ 19,200.00
3	104-6028	REMOVING CONC (MISC)	22	SY	\$ 22.00	\$ 484.00	\$ 81.00	\$ 1,782.00	\$ 150.00	\$ 3,300.00
4	105-6002	REMOVING STAB BASE AND ASPH PAV (2")	44	SY	\$ 10.00	\$ 440.00	\$ 97.00	\$ 4,268.00	\$ 150.00	\$ 6,600.00
5	105-6023	REMOVING STAB BASE AND ASPH PAV (5")	44	SY	\$ 9.00	\$ 396.00	\$ 62.00	\$ 2,728.00	\$ 350.00	\$ 15,400.00
6	110-6001	EXCAVATION (ROADWAY)	201	CY	\$ 12.50	\$ 2,512.50	\$ 32.00	\$ 6,432.00	\$ 65.00	\$ 13,065.00
7	162-6002	BLOCK SODDING	263	SY	\$ 6.09	\$ 1,601.67	\$ 11.00	\$ 2,893.00	\$ 90.00	\$ 23,670.00
8	168-6001	VEGETATIVE WATERING	5	MG	\$ 100.00	\$ 500.00	\$ 92.00	\$ 460.00	\$ 5,000.00	\$ 25,000.00
9	247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	181	CY	\$ 60.00	\$ 10,860.00	\$ 133.00	\$ 24,073.00	\$ 85.00	\$ 15,385.00
10	310-6001	PRIME COAT (MULTI OPTION)	103	GAL	\$ 5.00	\$ 515.00	\$ 20.00	\$ 2,060.00	\$ 13.00	\$ 1,339.00
11	416-6002	DRILL SHAFT (24 IN)	12	LF	\$ 170.00	\$ 2,040.00	\$ 363.00	\$ 4,356.00	\$ 600.00	\$ 7,200.00
12	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	14	LF	\$ 340.00	\$ 4,760.00	\$ 424.00	\$ 5,936.00	\$ 700.00	\$ 9,800.00
13	464-6005	RC PIPE (CL III)(24 IN)	17.0	LF	\$ 95.00	\$ 1,615.00	\$ 380.00	\$ 6,460.00	\$ 150.00	\$ 2,550.00
14	465-6024	INLET (COMPL)(PCO)(5FT)(BOTH)	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 8,314.00	\$ 16,628.00	\$ 12,500.00	\$ 25,000.00
15	465-6379	INLET EXT	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 6,658.00	\$ 26,632.00	\$ 8,000.00	\$ 32,000.00
16	479-6006	ADJUSTING INLET (CAP)	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 2,660.00	\$ 5,320.00	\$ 2,500.00	\$ 5,000.00
17	500-6001	MOBILIZATION	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 57,193.00	\$ 57,193.00	\$ 50,000.00	\$ 50,000.00
18	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	4	MO	\$ 8,500.00	\$ 34,000.00	\$ 1,061.00	\$ 4,244.00	\$ 5,000.00	\$ 20,000.00
19	506-6022	CONSTRUCTION EXITS (INSTALL) (TY 3)	78	SY	\$ 20.00	\$ 1,560.00	\$ 82.00	\$ 6,396.00	\$ 18.00	\$ 1,404.00
20	506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	\$ 10.00	\$ 780.00	\$ 27.00	\$ 2,106.00	\$ 15.00	\$ 1,170.00
21	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	350	LF	\$ 3.00	\$ 1,050.00	\$ 4.00	\$ 1,400.00	\$ 8.00	\$ 2,800.00
22	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	350	LF	\$ 1.00	\$ 350.00	\$ 1.00	\$ 350.00	\$ 7.00	\$ 2,450.00
23	506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	50.0	LF	\$ 6.17	\$ 308.50	\$ 4.00	\$ 200.00	\$ 30.00	\$ 1,500.00
24	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	50	LF	\$ 1.85	\$ 92.50	\$ 1.00	\$ 50.00	\$ 5.00	\$ 250.00
25	529-6008	CONC CURB & GUTTER (TY II)	375	LF	\$ 25.00	\$ 9,375.00	\$ 40.00	\$ 15,000.00	\$ 60.00	\$ 22,500.00
26	531-6003	CONC SIDEWALKS (6")	295	SY	\$ 80.00	\$ 23,600.00	\$ 124.00	\$ 36,580.00	\$ 140.00	\$ 41,300.00
27	531-6009	CURB RAMPS (TY 6)	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,826.00	\$ 5,652.00	\$ 3,500.00	\$ 7,000.00
28	618-6023	CONDT (PVC) (SCH 40) (2")	65	LF	\$ 15.00	\$ 975.00	\$ 42.00	\$ 2,730.00	\$ 70.00	\$ 4,550.00
29	618-6029	CONDT (PVC) (SCH 40) (3")	215	LF	\$ 20.00	\$ 4,300.00	\$ 48.00	\$ 10,320.00	\$ 700.00	\$ 150,500.00
30	620-6007	ELEC CONDR (NO.8) BARE	130	LF	\$ 2.00	\$ 260.00	\$ 2.00	\$ 260.00	\$ 3.00	\$ 390.00
31	620-6008	ELEC CONDR (NO.8) INSULATED	1,798	LF	\$ 2.00	\$ 3,596.00	\$ 2.00	\$ 3,596.00	\$ 4.00	\$ 7,192.00
32	620-6011	ELEC CONDR (NO.4) BARE	80	LF	\$ 2.00	\$ 160.00	\$ 3.00	\$ 240.00	\$ 5.00	\$ 400.00
33	620-6012	ELEC CONDR (NO.4) INSULATED	150	LF	\$ 2.00	\$ 300.00	\$ 4.00	\$ 600.00	\$ 6.00	\$ 900.00
34	624-6002	GROUND BOX TY A (122311)W/APRON	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,060.00	\$ 2,060.00	\$ 3,400.00	\$ 3,400.00
35	624-6010	GROUND BOX TY D (162922)W/APRON	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 2,665.00	\$ 2,665.00	\$ 4,800.00	\$ 4,800.00
36	625-6001	ZINC-COAT STL WIRE STRAND (1/4")	190	LF	\$ 3.00	\$ 570.00	\$ 6.00	\$ 1,140.00	\$ 10.00	\$ 1,900.00
37	625-6003	ZINC-COAT STL WIRE STRAND (3/8")	190	LF	\$ 3.00	\$ 570.00	\$ 6.00	\$ 1,140.00	\$ 10.00	\$ 1,900.00
38	628-6165	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 7,269.00	\$ 7,269.00	\$ 12,000.00	\$ 12,000.00
39	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	4	EA	\$ 560.00	\$ 2,240.00	\$ 961.00	\$ 3,844.00	\$ 2,000.00	\$ 8,000.00
40	644-6067	IN SM RD SN SUP&AM (INST SIGN ONLY)	2	EA	\$ 460.00	\$ 920.00	\$ 384.00	\$ 768.00	\$ 2,000.00	\$ 4,000.00
41	644-6070	RELOCATE SM RD SN SUP&AM TY S80	3	EA	\$ 650.00	\$ 1,950.00	\$ 1,125.00	\$ 3,375.00	\$ 1,500.00	\$ 4,500.00
42	644-6078	REMOVE SM RD SN SUP&AM (SIGN ONLY)	2	EA	\$ 130.00	\$ 260.00	\$ 274.00	\$ 548.00	\$ 1,000.00	\$ 2,000.00
43	662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	15	EA	\$ 2.00	\$ 30.00	\$ 5.00	\$ 75.00	\$ 5.00	\$ 75.00
44	662-6110	WK ZN PAV MRK SHT TERM (TAB)TY Y	39	EA	\$ 2.00	\$ 78.00	\$ 5.00	\$ 195.00	\$ 5.00	\$ 195.00
45	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	722	LF	\$ 2.00	\$ 1,444.00	\$ 4.00	\$ 2,888.00	\$ 9.00	\$ 6,498.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron ConcreteContractor's, L.P.		ProDirt Services, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
46	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	260	LF	\$ 7.00	\$ 1,820.00	\$ 27.00	\$ 7,020.00	\$ 40.00	\$ 10,400.00
47	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	4	EA	\$ 130.00	\$ 520.00	\$ 247.00	\$ 988.00	\$ 350.00	\$ 1,400.00
48	666-6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	2	EA	\$ 200.00	\$ 400.00	\$ 329.00	\$ 658.00	\$ 410.00	\$ 820.00
49	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	4	EA	\$ 150.00	\$ 600.00	\$ 302.00	\$ 1,208.00	\$ 410.00	\$ 1,640.00
50	666-6178	REFL PAV MRK TY II (W) 8" (SLD)	282	LF	\$ 0.50	\$ 141.00	\$ 2.00	\$ 564.00	\$ 5.00	\$ 1,410.00
51	666-6182	REFL PAV MRK TY II (W) 24" (SLD)	167	LF	\$ 3.00	\$ 501.00	\$ 19.00	\$ 3,173.00	\$ 5.00	\$ 835.00
52	666-6184	REFL PAV MRK TY II (W) (ARROW)	4	EA	\$ 60.00	\$ 240.00	\$ 82.00	\$ 328.00	\$ 180.00	\$ 720.00
53	666-6185	REFL PAV MRK TY II (W) (DBL ARROW)	2	EA	\$ 60.00	\$ 120.00	\$ 165.00	\$ 330.00	\$ 200.00	\$ 400.00
54	666-6192	REFL PAV MRK TY II (W) (WORD)	4	EA	\$ 70.00	\$ 280.00	\$ 165.00	\$ 660.00	\$ 200.00	\$ 800.00
55	666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	769	LF	\$ 0.25	\$ 192.25	\$ 1.00	\$ 769.00	\$ 2.00	\$ 1,538.00
56	666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	2,084	LF	\$ 1.00	\$ 2,084.00	\$ 1.00	\$ 2,084.00	\$ 2.00	\$ 4,168.00
57	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	2,766	LF	\$ 1.00	\$ 2,766.00	\$ 1.00	\$ 2,766.00	\$ 2.70	\$ 7,468.20
58	666-6344	REF PROF PAV MRK TY I(Y)4"(BRK)(100MIL)	299	LF	\$ 1.00	\$ 299.00	\$ 11.00	\$ 3,289.00	\$ 2.00	\$ 598.00
59	672-6007	REFL PAV MRKR TY I-C	54	EA	\$ 4.00	\$ 216.00	\$ 9.00	\$ 486.00	\$ 22.00	\$ 1,188.00
60	672-6009	REFL PAV MRKR TY II-A-A	106	EA	\$ 4.00	\$ 424.00	\$ 9.00	\$ 954.00	\$ 22.00	\$ 2,332.00
61	677-6001	ELIM EXT PAV MRK & MRKS (4")	1,000	LF	\$ 0.50	\$ 500.00	\$ 1.00	\$ 1,000.00	\$ 4.00	\$ 4,000.00
62	677-6007	ELIM EXT PAV MRK & MRKS (24")	84	LF	\$ 5.00	\$ 420.00	\$ 11.00	\$ 924.00	\$ 10.00	\$ 840.00
63	677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	2	EA	\$ 75.00	\$ 150.00	\$ 110.00	\$ 220.00	\$ 400.00	\$ 800.00
64	680-6002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 39,980.00	\$ 39,980.00	\$ 66,000.00	\$ 66,000.00
65	680-6004	REMOVING TRAFFIC SIGNALS	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 3,635.00	\$ 3,635.00	\$ 6,000.00	\$ 6,000.00
66	682-6001	VEH SIG SEC (12")LED(GRN)	5	EA	\$ 250.00	\$ 1,250.00	\$ 454.00	\$ 2,270.00	\$ 700.00	\$ 3,500.00
67	682-6002	VEH SIG SEC (12")LED(GRN ARW)	4	EA	\$ 250.00	\$ 1,000.00	\$ 454.00	\$ 1,816.00	\$ 700.00	\$ 2,800.00
68	682-6003	VEH SIG SEC (12")LED(YEL)	5	EA	\$ 250.00	\$ 1,250.00	\$ 454.00	\$ 2,270.00	\$ 700.00	\$ 3,500.00
69	682-6004	VEH SIG SEC (12")LED(YEL ARW)	5	EA	\$ 250.00	\$ 1,250.00	\$ 454.00	\$ 2,270.00	\$ 700.00	\$ 3,500.00
70	682-6005	VEH SIG SEC (12")LED(RED)	5	EA	\$ 250.00	\$ 1,250.00	\$ 454.00	\$ 2,270.00	\$ 700.00	\$ 3,500.00
71	682-6006	VEH SIG SEC (12")LED(RED ARW)	2	EA	\$ 250.00	\$ 500.00	\$ 454.00	\$ 908.00	\$ 700.00	\$ 1,400.00
72	682-6051	BACKPLATE W/REFL BRDR(3 SEC)ALUM	3	EA	\$ 120.00	\$ 360.00	\$ 182.00	\$ 546.00	\$ 300.00	\$ 900.00
73	682-6052	BACKPLATE W/REFL BRDR(4 SEC)ALUM	3	EA	\$ 130.00	\$ 390.00	\$ 212.00	\$ 636.00	\$ 350.00	\$ 1,050.00
74	682-6053	BACKPLATE W/REFL BRDR(5 SEC)ALUM	1	EA	\$ 170.00	\$ 170.00	\$ 242.00	\$ 242.00	\$ 400.00	\$ 400.00
75	684-6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	1,290	LF	\$ 2.00	\$ 2,580.00	\$ 4.00	\$ 5,160.00	\$ 6.00	\$ 7,740.00
76	684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	888	LF	\$ 3.50	\$ 3,108.00	\$ 5.00	\$ 4,440.00	\$ 8.00	\$ 7,104.00
77	684-6019	TRF SIG CBL (TY A)(12 AWG)(14 CONDR)	220	LF	\$ 4.00	\$ 880.00	\$ 6.00	\$ 1,320.00	\$ 10.00	\$ 2,200.00
78	686-6008	INS TRF SIG PL AM (S)STR(TY B)LUM	1	EA	\$ 8,800.00	\$ 8,800.00	\$ 11,510.00	\$ 11,510.00	\$ 18,000.00	\$ 18,000.00
79	3076-6003	D-GR HMA TY-B PG64-22 (EXEMPT)	78	TON	\$ 105.00	\$ 8,190.00	\$ 283.00	\$ 22,074.00	\$ 400.00	\$ 31,200.00
80	3076-6072	D-GR HMA TY-D PG 76-22 (EXEMPT)	56	TON	\$ 133.00	\$ 7,448.00	\$ 314.00	\$ 17,584.00	\$ 550.00	\$ 30,800.00
81	3081-6008	TOM-C PG76-22 SAC-B	83	TON	\$ 200.00	\$ 16,600.00	\$ 427.00	\$ 35,441.00	\$ 750.00	\$ 62,250.00
82	3084-6001	BONDING COURSE	178	GAL	\$ 2.90	\$ 516.20	\$ 25.00	\$ 4,450.00	\$ 20.00	\$ 3,560.00
83	5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	594	SY	\$ 2.90	\$ 1,722.60	\$ 13.00	\$ 7,722.00	\$ 10.00	\$ 5,940.00
84	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	90	DAY	\$ 120.00	\$ 10,800.00	\$ 109.00	\$ 9,810.00	\$ 500.00	\$ 45,000.00
85	6004-6031	ITS COM CBL (ETHERNET)	75	LF	\$ 2.50	\$ 187.50	\$ 4.00	\$ 300.00	\$ 6.00	\$ 450.00
86	6058-6001	BBU SYSTEM (EXTERNAL BATT CABINET)	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 9,692.00	\$ 9,692.00	\$ 15,000.00	\$ 15,000.00
87	6066-6001	LED BLANK-OUT SIGN ASSEMBLY	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 7,269.00	\$ 7,269.00	\$ 10,000.00	\$ 10,000.00
88	6185-6005	TMA (MOBILE OPERATION)	2	DAY	\$ 300.00	\$ 600.00	\$ 643.00	\$ 1,286.00	\$ 3,500.00	\$ 7,000.00
89	6292-6001	RVDS(PRESENCE DETECTION ONLY)	4	EA	\$ 7,000.00	\$ 28,000.00	\$ 6,058.00	\$ 24,232.00	\$ 10,000.00	\$ 40,000.00
90	6292-6002	RVDS(ADVANCE DETECTION ONLY)	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 6,058.00	\$ 12,116.00	\$ 10,000.00	\$ 20,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron ConcreteContractor's, L.P.		ProDirt Services, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.										
91		FORCE ACCOUNT - UPRR FLAGGING	\$ 5,000.00	DOL	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
92		FORCE ACCOUNT - SAFETY CONTINGENCY	\$ 50,000.00	DOL	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
93		FORCE ACCOUNT - EROSION CONTROL	\$ 10,000.00	DOL	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 440,426.72		\$ 637,042.00		\$ 1,091,234.20	
ACTUAL BID PROPOSAL							\$636,938.00		\$1,091,234.20	
ADJUSTMENT DIFFERENCE							(\$104.00)		\$0.00	
		Addendum Certification					Y		Y	
		Bidder Certification					Y		N	
		Policy on Non-Discrimination on the Basis of Handicapped Status					Y		N	
		Certification Regarding Civil Righs Laws and Regulations					Y		N	
		Debarment Certification					Y		N	
		Child Support Certification					Y		N	
		Bid Bond					Y		Y	

PUBLISHER'S AFFIDAVIT

State of Texas

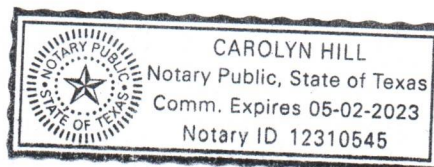
County of Williamson

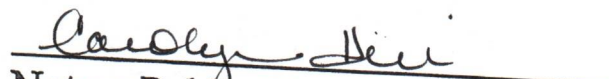
Before me, the undersigned authority, on this day personally appeared Jason Hennington who being duly sworn, deposes and says that he is the publisher of the Taylor Press, that said newspaper is regularly published in Williamson County, Texas, and generally circulated in Williamson Counties, Texas; and that the notice, a copy of which is hereto attached, was published in said newspaper on the following:

DAY(S): October 30, 2022


Publisher Signature

Sworn and subscribed before me on this the 6th day of November, 2022.




Notary Public Signature

Carolyn Hill
Printed Name of Notary Public
My commission expires May 2, 2023

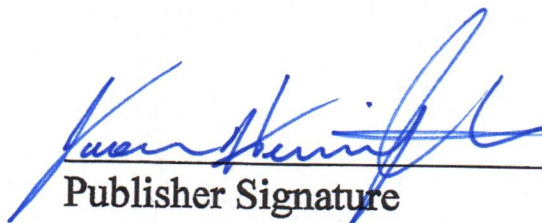
PUBLISHER'S AFFIDAVIT

State of Texas

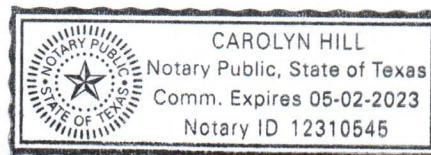
County of Williamson

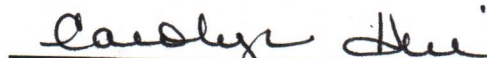
Before me, the undersigned authority, on this day personally appeared Jason Hennington who being duly sworn, deposes and says that he is the publisher of the Taylor Press, that said newspaper is regularly published in Williamson County, Texas, and generally circulated in Williamson Counties, Texas; and that the notice, a copy of which is hereto attached, was published in said newspaper on the following:

DAY(S): October 16, 2022


Publisher Signature

Sworn and subscribed before me on this the 16th day of October, 2022.




Notary Public Signature

Carolyn Hill
Printed Name of Notary Public
My commission expires May 2, 2023

Contractor	Affiliates	Authorized Signatures	Sanction and Debarment Status	Start and End Date of Sanction/Debarment
BANKAL		ALBERT B. BAUCHAM	DEBARRED	INDEFINITE
J AND L JANITORIAL	LIMITED CONTRACTING GROUP SIMPLE HANDY MAN SERVICES	CARLOTTE M. MASSEY GERALD JAMES MASSEY	DEBARRED	INDEFINITE
LIMITED CONTRACTING GROUP	J AND L JANITORIAL SIMPLE HANDY MAN SERVICES	GERALD MASSEY	DEBARRED	INDEFINITE
OPPORTUNITY EXCAVATION/CONCRETE, LLC	OPPORTUNITY EXCAVATION (INACTIVE) ZION EXCAVATION	GRACIE M. HEREDIA ROBERT C. HEREDIA(ROBERTO)	DEBARRED	12/20/2018-12/19/2023
PAVING & DESIGN		GYORGY (GEORGE) B. TOROK	DEBARRED	INDEFINITE
SIMPLE HANDY MAN SERVICES	J AND L JANITORIAL LIMITED CONTRACTING GROUP	GERALD MASSEY	DEBARRED	INDEFINITE
J.F. CONSTRUCTION MANAGEMENT GROUP	ROBINSON & ROBINSON COMPANY ROBINSON & ROBINSON CONSTRUCTION CORP.	EMMA JEAN FREEMAN WILLIAM J. ROBINSON ALISHA MOORE	DEBARRED	07/06/2020-07/05/2025
BOLDT SECURITY	BOLDT SECURITY	CHARLES BOLDT	DEBARRED	11/16/21-11/15/23
FCO CONSTRUCTION SERVICES, LLC		FRANCISCO CARDENAS	DEBARRED	4/19/2022 - 10/19/2022

ELITE CASTLE RESOURCES, LLC	K-BAR SERVICES, INC.	MARK CASTILLO	BIDDING SUSPENSION	3/25/2022 - UNTIL FINAL ORDER IS ISSUED
K-BAR SERVICES, INC.	ELITE CASTLE RESOURCES, LLC	BRIAN KALISEK MICHELLE KALISEK JAMES KALISEK	BIDDING SUSPENSION	3/25/2022 - UNTIL FINAL ORDER IS ISSUED
NORTH TEXAS MAINTENANCE, INC.		CLINT HEMBY	DEBARRED	8/19/2022 - 8/19/2025



Prequalified Contractors - List A

Updated: Tuesday, November 15, 2022

[A](#) | [B](#) | [C](#) | [D](#) | [E](#) | [F](#) | [G](#) | [H](#) | [I](#) | [J](#) | [K](#) | [L](#) | [M](#) | [N](#) | [O](#) | [P](#) | [Q](#) | [R](#) | [S](#) | [T](#) | [U](#) | [V](#) | [W](#) | [X](#) | [Y](#) | [Z](#) | [0-9](#)

A

A GREATER AUSTIN DEVELOPMENT COMPANY, LLC

6500 RIVER PLACE BLDG 1 #201
AUSTIN TX 78730
(512) 310-9300 Phone
(512) 310-9333 FAX
BIDS@GAD.CO

A. E. SHULL & COMPANY

PO BOX 130365
TYLER TX 75713
(903) 561-5061 Phone

A. L. HELMCAMP, INC.

PO BOX 456
BUFFALO TX 75831
(903) 626-5911 Phone
(903) 626-4156 FAX
TRACY@ALHELMCAMP.COM

AARON CONCRETE CONTRACTORS, L.P.

PO BOX 27107
AUSTIN TX 78755
(512) 926-7326 Phone
(512) 926-2291 FAX
QUOTE@AARONCONCRETE.COM

ABN CONSTRUCTION, LLC

3095 GREEN DEWITT RD.
CUERO TX 77954
(361) 799-9266 Phone
BRYAN@ABNTEXAS.COM

ACCELERATED CRITICAL PATH, INC.

5760 LEGACY DRIVE, STE B3-513
PLANO TX 75024
(214) 796-4898 Phone
(972) 346-7072 FAX
JWBURNS@ACPCSTRUCTORS.COM

A R BROTHERS CONSTRUCTION SERVICES, INC.

PO BOX 43
SAN AUGUSTINE TX 75972
(936) 275-0515 Phone
(936) 275-4070 FAX
ARBROS@SBCGLOBAL.NET

A. K. GILLIS & SONS, LLC

PO BOX 576
SULPHUR SPRINGS TX 75483
(903) 885-3124 Phone
(903) 885-7023 FAX
SLITTLE@AKGILLIS.COM

AAD CONTRACTING INC.

P.O. BOX 14287
POLAND OH 44514
(330) 507-6171 Phone
AJD@AADCONTRACTING.COM

ABHE & SVOBODA, INC.

18100 DAIRY LN
JORDAN MN 55352
(952) 447-6025 Phone
(952) 447-1000 FAX
DONNELL.HAUCK@ABHEONLINE.COM

ABOVE ALL CONSTRUCTION

2390 COUNTY ROAD 115
PLEASANTON TX 78064
(210) 844-4758 Phone
TAMUCCASH87@YAHOO.COM

ACCENT LANDSCAPE CONTRACTORS, INC.

28 SAN MARCOS DR
EL PASO TX 79922
(915) 585-1693 Phone
(915) 585-1695 FAX
CSTEVEN@ACCENTLS.ORG

State of Texas Child Support Business Ownership Form

County: Williamson

Project Name: FM 1660N at US 79

TxDOT CSJ: 1566-01-017

LG Project Number: _____

Business Entity Submitting Bid: Aaron Gonzalez Contractor's, L.P.

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
<u>Aaron Gonzalez</u>	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

☒ No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by City of Hutto. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.


Signature

11/19/22
Date

Aaron Gonzalez
Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

BID FORMAT

TO: City of Hutto, Texas
500 W Live Oak Street
Hutto, Texas 78634-4203

FOR: FM 1660 N at US 79 Operational Improvements Project CC 1566-1-17

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>10/17/22</u>	<u>[Signature]</u> Plans & bid Docs
<u>2</u>	<u>10/28/22</u>	<u>[Signature]</u> Move Bid Dates
<u>3</u>	<u>10/31/22</u>	<u>[Signature]</u> Change Close time
<u>4</u>	<u>11/14/22</u>	<u>[Signature]</u> Change Excel Bid Form

(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

**Local Government Project Development & Delivery Checklist**

Project CSJ#: 1566-01-017

Local Government: City of Hutto

Project Info:

TxDOT District: Austin

Item	Description	Not Applicable	Plans or Project Manual Page No.	Task Completion Verified By LG (Insert name below):	LG Date Verified	Task Completion Verified By TxDOT (Insert name below):	TxDOT Date Verified
2	Project Initiation						
2.2.4	LG Project Oversight						
1	Oversight Level Special Approval, Part A is completed by LG and provided to TxDOT.		OLSA Part A	Nick Richman	9/27/2022	Aslan Zarafshan	7/28/2022
2	Oversight Level Special Approval, Part B is completed by TxDOT, including confirmation of the LG's most recent Overall Risk Score and date.					Aslan Zarafshan	7/28/2022
2.3.3	Responsible Person in Charge (RPIC)						
1	Documentation of District RPIC assignment.					Keith Taylor	7/28/2022
2	Documentation of LG RPIC assignment.		OLSA Part A	Nick Richman	9/27/2022	Aslan Zarafshan	7/28/2022
2.3.4	Qualified Person						
1	Documentation of LG Qualified person.		OLSA Part A	Nick Richman	9/27/2022	Aslan Zarafshan	7/28/2022
2.3.5	Initial Project Coordination						
1	Documentation of Initial Project Meeting - minutes and roster.	N/A					
2	Appropriate project designation and agency information in TxDOTCONNECT resources tab.	N/A					
2.4	Advance Funding Agreement (AFA)						
1	LG DUNS # and Zip Code +4 provided to TxDOT district.		78634-3179	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	District verifies DUNS # and forwards DUNS # and Zip Code +4 to FIN-LM.	N/A					
3	AFA map of project matches PS&E layout.		AFA PDF Pg.	Nick Richman	9/27/2022		
4	Project budget and description matches TxDOT finance information (TxDOTCONNECT).					Aslan Zarafshan	7/28/2022
5	Engineering design guidelines for geometrics are specified (e.g. AASHTO, TxDOT, ADAAG, etc.).		AFA PDF Pg.	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
6	Clear statement of project development responsibilities between TxDOT and LG (ROW mapping and acquisition, utility relocation, environmental, design, construction).		AFA PDF Pg.	Nick Richman	9/27/2022		
7	Statement of applicability of LGPP and need for "Qualified Person."		OLSA Part A	Nick Richman	9/27/2022	Aslan Zarafshan	7/28/2022
8	Statement of latest allowable letting date (if responsibility of LG) or risk of having funding withdrawn.	N/A					
9	Statement of milestones LG must accomplish including dates to allow project to be added to TxDOT's 24-month letting			Nick Richman	9/27/2022		
10	On MPO agreements, statement that CMAQ funds (if applicable) may be withdrawn if not committed to project that advances within a specified year.	N/A					
11	Document signed and dated by appropriate signing authority for LG and TxDOT.			Loretta Schietinger	9/27/2022		
12	Statement indicating if there is any retainage withheld from LG on interim reimbursements.	N/A					
13	All amendments to AFA meet above requirements.	N/A					
2.5	State Letter of Authority (SLOA)						
1	SLOA for PE on file prior to commencing work.	N/A					
2	If federal aid, FPAA on file prior to commencing work.	N/A					
2.6	Project Accounting						
1	Appropriate invoicing frequency from LG.	N/A					
2	Appropriate review and approval of invoicing.	N/A					
3	Non-Construction Projects						
3.2	Professional Services Procurement						
1	TxDOT pre-approval of LG written procurement process.	N/A					
	a. Preparation of Scope (size & complexity of project).	N/A					
	b. Evaluation factors for ranking/selection of consultant.	N/A					
	c. Use of selection committee, if any, and details regarding evaluation and selection.	N/A					
	d. Request for Qualifications (RFQ) or Statement of Qualifications (SOQ) from prospective consultants including DBE and other federal referenced requirements.	N/A					
	e. Request for Proposal (RFP) from prospective consultants.	N/A					
	f. Conflict of interest identification, disclosure & resolution.	N/A					
	g. Evaluation for debarment actions or suspension actions.	N/A					
	h. Discussion of disposition of submitted RFQ, SOQ and/or RFP that will not be used and public disclosure requirements.	N/A					
	i. Evaluation process for ranking/selection of consultant.	N/A					

**Local Government Project Development & Delivery Checklist**

Project CSJ#: 1566-01-017

Local Government: City of Hutto

Project Info:

TxDOT District: Austin

Item	Description	Not Applicable	Plans or Project Manual Page No.	Task Completion Verified By LG (Insert name below):	LG Date Verified	Task Completion Verified By TxDOT (Insert name below):	TxDOT Date Verified
	j. Preparation of independent agency estimate for use in negotiation with selected consultant.	N/A					
	k. Determination of contract type, payment method, terms and required provisions, assurances and certifications.	N/A					
	l. Negotiation of the contract with selected consultant including instruction for proper disposal of concealed cost proposals of unsuccessful bidders.	N/A					
	m. Establishment of contract costs, accepting indirect cost rate (address administrative qualification of indirect cost rate), compliance with Federal cost principles.	N/A					
	n. Method of monitoring consultant's work.	N/A					
	o. Consultant's work performance when services are complete for use in future evaluations.	N/A					
	p. Contract close out, including retention of documents by consultant according to TxDOT's policies.	N/A					
	q. Retaining supporting programmatic and contract records.	N/A					
	r. Discussion professional quality and errors and omissions liability of consultant.	N/A					
	s. Dispute escalation & resolution process.	N/A					
2	LG issues Notices of Intent/Request for Qualifications (NOI/RFQ) or advertisement.	N/A					
3	LG receives Letters of Interest/Statements of Qualifications (LOI/SOQ).	N/A					
4	LG performs screenings/evaluations of LOIs/SOQs and related correspondence.	N/A					
5	LG issues invitations to providers selected for interviews.	N/A					
6	LG evaluation of interviewed providers.	N/A					
7	LG notifies highest-ranked provider and requests scope, manhour and price proposal.	N/A					
8	LG reviews proposal from highest ranked proposer and negotiates contract.	N/A					
9	All state and federal required contract clauses must be included in contract.	N/A					
10	LG and selected provider execute contract.	N/A					
11	LG submits copy of Professional Services Contract to TxDOT.	N/A					
12	LG sends letters/correspondence to provider(s) not selected.	N/A					
13	LG retains documentation indicating a qualifications-based procurement process for retention period stated in the project	N/A					
3.4	Contract Administration						
1	Scope of work in AFA is consistent with STIP.	N/A					
2	Documentation of Post-Award Meeting - minutes and roster.	N/A					
3	LG provided adequate monthly progress reports.	N/A					
4	Regular project meetings conducted; LG provided written summary of meetings.	N/A					
5	Corrective action(s) documented.	N/A					
6	Project reviews (and/or site visits if appropriate) conducted by district staff at a frequency in accordance with the established oversight level.	N/A					
3.5	Application of Contract Elements						
1	DBE reporting submitted to district; district provided reporting to CIV.	N/A					
2	LG contract contains required provisions (DBE, ADA, 1273, EEO, Lobbying).	N/A					
4	Preliminary Engineering and Design						
4.3	Professional Services Procurement Review						
1	TxDOT pre-approval of LG written procurement process.	N/A					
	a. Preparation of Scope (size & complexity of project).	N/A					
	b. Evaluation factors for ranking/selection of consultant.	N/A					
	c. Use of selection committee, if any, and details regarding evaluation and selection.	N/A					
	d. Request for Qualifications (RFQ) or Statement of Qualifications (SOQ) from prospective consultants including DBE and	N/A					
	e. Request for Proposal (RFP) from prospective consultants.	N/A					
	f. Conflict of interest identification, disclosure & resolution.	N/A					
	g. Evaluation for debarment actions or suspension actions.	N/A					
	h. Discussion of disposition of submitted RFQ, SOQ and/or RFP that will not be used and public disclosure requirements.	N/A					
	i. Evaluation process for ranking/selection of consultant.	N/A					
	j. Preparation of independent agency estimate for use in negotiation with selected consultant.	N/A					
	k. Determination of contract type, payment method, terms and required provisions, assurances and certifications.	N/A					

**Local Government Project Development & Delivery Checklist**

Project CSJ#: 1566-01-017

Local Government: City of Hutto

Project Info:

TxDOT District: Austin

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	I. Negotiation of the contract with selected consultant including instruction for proper disposal of concealed cost proposals of unsuccessful bidders.	N/A					
	m. Establishment of contract costs, accepting indirect cost rate (address administrative qualification of indirect cost rate), compliance with Federal cost principles.	N/A					
	n. Method of monitoring consultant's work.	N/A					
	o. Consultant's work performance when services are complete for use in future evaluations.	N/A					
	p. Contract close out, including retention of documents by consultant according to TxDOT's policies.	N/A					
	q. Retaining supporting programmatic and contract records.	N/A					
	r. Discussion professional quality and errors and omissions liability of consultant.	N/A					
	s. Dispute escalation & resolution process.	N/A					
2	LG issues Notices of Intent/Request for Qualifications (NOI/RFQ) or advertisement.	N/A					
3	LG receives Letters of Interest/Statements of Qualifications (LOI/SOQ).	N/A					
4	LG performs screenings/evaluations of LOIs/SOQs and related correspondence.	N/A					
5	LG issues invitations to providers selected for interviews.	N/A					
6	LG evaluation of interviewed providers.	N/A					
7	LG notifies highest-ranked provider and requests scope, manhour and price proposal.	N/A					
8	LG reviews proposal from highest ranked proposer and negotiates contract.	N/A					
9	All state and federal required contract clauses must be included in contract.	N/A					
10	LG and selected provider execute contract.	N/A					
11	LG submits copy of Professional Services Contract to TxDOT.	N/A					
12	LG sends letters/correspondence to provider(s) not selected.	N/A					
13	LG retains documentation indicating a qualifications-based procurement process for retention period stated in the project	N/A					
4.4 General Design Guidelines							
1	LG identifies environmental issues and commitments to be considered during project development.		EPIC sheet and CE	Loretta Schietinger	9/27/2022	Aslan Zarafshan	7/28/2022
2	LG prepares Design Concept Conference Summary Report.	N/A					
3	LG completes FAA Form 7460-1, if applicable, in coordination with FAA.	N/A					
4	On-system design complies with TxDOT's Access Management Manual and TxDOT's Roadway Design Manual.		Plans - PDF Pg. 1- meeting held with property owner on corner	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
5	LG coordinates land surveys in preparation for ROW activities.			Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
6	LG assures landscape plans are prepared under supervision of a Tx LA.	N/A					
7	Landscape design in accordance with TxDOT Landscape and Aesthetics Design Manual.	N/A					
8	LG includes SWPPP in conformance with TxDOT's Storm Water Management Guidelines for Construction Activities.		Plans - PDF Pg. 107, 108	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
4.5 Preliminary Engineering Design for Construction							
1	LG prepares Form 1002 (PS&E Submission Data), Page 3 - Basic Design Data.		Form 1002	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	Design exceptions submitted to TxDOT for approval (with conditions noted, if any).	N/A					
3	Design waiver requests submitted to TxDOT (granted with conditions, if any).	N/A					
4	Design variance requests submitted to TxDOT (granted with conditions, if any).	N/A					
5	LG develops capacity analysis using TRB's Highway Capacity Manual and submits to TxDOT for concurrence.	N/A					
6	LG submits schematic layout (or 30% drawings) to TxDOT for approval.		60% PS&E	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7	LG prepares Interstate Access Justification Report and traffic analysis.	N/A					
8	Value engineering study completed for project >\$50M or bridge cost >\$40M.	N/A					
5 Environmental Compliance							
5.2 General Environmental Compliance Requirements							



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1	Environmental Permits Issues and Commitments (EPIC) sheet in plans.		Plans - PDF Pg. 107	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	Storm Water Pollution Prevention Plans included in plans.		Plans - PDF Pg. 108	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
3	LG ensures all environmental studies, reports, documents and public involvement are performed and/or obtained to satisfy the requirements of the project scope.			Nick Richman	9/27/2022	Aslan Zarafshan	7/28/2022
4	LG ensures the project receives NEPA clearance.			Loretta Schietinger	9/27/2022	Keith Taylor	5/18/2022
5.3 Specific Environmental Compliance Requirements							
1	LG determines and documents that the project complies with air quality standards.	1566-01-017_FM 1660N at US 79_Environmental Clearance Memo_05182022.pdf			9/27/2022	Keith Taylor	7/28/2022
2	For CMAQ projects, the LG documents that the project contributes to the attainment of the required standards.	N/A					
3	LG identifies and, if necessary, mitigates impacts to biological resources.			Loretta Schietinger	9/27/2022	Keith Taylor	7/28/2022
4	LG identifies and, if necessary, mitigates impacts to water resources.			Loretta Schietinger	9/27/2022	Keith Taylor	7/28/2022
5	LG identifies and, if necessary, mitigates impacts to archeological resources.			Loretta Schietinger	9/27/2022	Keith Taylor	7/28/2022
6	LG identifies and, if necessary, mitigates impacts to historic resources.			Loretta Schietinger	9/27/2022	Keith Taylor	7/28/2022
7	LG determines presence of hazardous materials and receives TxDOT approval of abatement method(s).			Loretta Schietinger	9/27/2022	Keith Taylor	7/28/2022
8	LG performs noise analysis, report findings to TxDOT, and, if necessary, develop abatement plan.			Loretta Schietinger	9/27/2022	Keith Taylor	7/28/2022
6 Right-of-Way and Utilities							
6.2 ROW and Other Land Acquisition							
1	SLOA (and FPAA, if applicable) on file for ROW.	N/A - Local Let					
2	A final Right-of-Way Map listing all right-of-way parcels (fee title and/or easements/drainage easements) required for the project, including the grantor's names and the recording references.		Field Notes	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
3	A Right-of-Way Map checklist available or on file documenting the Right-of-Way Map is in conformance with TxDOT's Right-of-Way Manual.	N/A					
4	All of the original deeds, easements and/or condemnation judgments that have been recorded in the real property official records of the proper county, conveying title into the state of Texas, for all right-of-way parcels listed on the final right-of-way	N/A					
5	Title insurance policies insuring title in the name of the State of Texas for all rights of way and/or easements acquired.	N/A					
6	TxDOT completion of a Title III audit of the right-of-way parcel files utilizing TxDOT's separate Title III Parcel Review Checklist. (If no, a TxDOT representative should arrange to complete a review of the parcel acquisition documentation utilizing the Title III Parcel Review Checklist).	N/A					
7	Evidence that identified deficiencies in the Title III audit been corrected or satisfied.	N/A					
8	On system project - District has entered project and parcel information into the Right-of-Way Information System (ROWIS).	N/A					
9	District receives ROW certification from LG.		11 100% 1566-01-017 Certifications		9/27/2022	Keith Taylor	7/28/2022
6.3 Utility Accommodation for Transportation Projects							
1	A complete inventory, description and location of all utilities that were relocated and/or adjusted and permitted to remain within the right of way.		Utility Conflict Resolution Matrix	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	Copies of any and all use and occupancy agreements (Form ROW-U-JUAA or MNT 1082) for those utilities that were relocated and/or adjusted and permitted to remain within the right of way.	N/A					
3	Evidence all exceptions to Utility Accommodation Rules have been approved and documented (Form ROW-U-CFA).	N/A					
4	District receives Utility certification from LG.		State Certifications	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7 Plans, Specifications and Estimates (PS&E) Development							
7.2 Design - Highways and Roads							
1	Drainage complies with TxDOT's Hydraulic Design Manual.		Plans - PDF Pg. 53-55	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	Coordination with FEMA performed, if necessary.	N/A					
3	Longitudinal barriers, including bridge rail, in accordance with TxDOT manuals and standards.	N/A					
4	Pavement design based upon traffic data from district reviewed and approved by TxDOT.		Plans - PDF Pg. 5	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
5	Existing and proposed ROW lines (including control of access lines) shown on plans.		See Plans	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
6	Existing and proposed utility locations shown on plans.		Plans - PDF Pg. 3	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7	Road closure/detour plans reviewed and approved by TxDOT.	N/A					

**Local Government Project Development & Delivery Checklist**

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8	Includes TxDOT Standard Specifications, Special Specifications and required Special Provisions as required in funding agreement or previously approved by TxDOT.		Project Construction Manual	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
9	Special Provisions or alternate specifications, if allowed by state regulation, have TxDOT approval.		Project Construction Manual	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
10	No propriety materials or processes specified, unless approved by TxDOT.	N/A					
11	LG has constructability review performed.		Yes	Nick Richman	9/27/2022	Keith Taylor	7/28/2022
7.3 Design - Traffic							
1	LG provided submission to TxDOT for approval that project meets warrants for illumination.	N/A					
2	LG received approval from TxDOT for ITS implementation and elements.		Plans - PDF Pg. 65-72	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
3	Traffic design complies with TMUTCD.		Plans - PDF Pg. 65-74	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
4	Traffic design complies with ITS prohibition regulations of 2 CFR 200.216 and 2 CFR 200.471.	N/A					
5	LG obtained RR agreement and included RR provisions in the plans.			Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
6	LG received approval from TxDOT using Form 1204 for construction speed limits.	N/A					
7	Traffic control plans (maintenance of traffic) reviewed and approved by TxDOT.		Plans - PDF Pg. 23-25	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
8	Construction sequencing reviewed and approved by TxDOT.		Plans - PDF Pg. 23-25	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
9	District obtains plan and estimate approval from TRF on Safe Routes to Schools projects.	N/A					
10	LG conducted traffic study and determined project meets signal warrants, and received TxDOT approval of a traffic signal authorization request.	N/A					
11	LG submits plans to TDLR or RAS PS&E for review of pedestrian elements, if greater than \$50,000.	N/A					
12	LG adopts TxDOT's program or submits an alternate for TxDOT approval.	N/A					
13	Include bid items for traffic control features and operations and, if used, law enforcement in the bid documents.		Plans - PDF Pg. 18, 20	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.4 Design - Bridges and Structures							
1	Bridge designs reviewed by TxDOT (complies with TxDOT Bridge Design Manual).	N/A					
2	Bridges over waterway approved by USCOE or other agencies.	N/A					
3	Design of Other Structures complies with TxDOT standards.		Plans - PDF Pg. 55	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
4	Geotechnical Investigation report reviewed and approved by TxDOT.		Geotech Report	Nick Richman		Aslan Zarafshan	7/21/2022
7.5 Design - Building Facilities							
1	Plans comply with approved architectural and engineering standards.	N/A					
2	District received and reviewed progress reviews of project documents.	N/A					
7.6 Bid Document Preparation							
7.6.2 Submittal of Final PS&E Documents (20 weeks prior to letting)							
1	Environmental documents completed and project cleared.	Environmental				Keith Taylor	9/27/2022
2	Railroad agreements completed and certification provided to TxDOT.		awaiting confirmation	Nick Richman		Aslan Zarafshan	7/21/2022
3	Final project cost estimate submitted.		Construction Cost Estimate	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
4	No funding overruns or adjusted additional funding provided.	N/A					
5	Necessary plans and documents submitted to FHWA, if required.	N/A					
7.6.3 Bonding							
1	Bid document indicates performance bonds are required if the contract is in excess of \$100,000.		Project Construction Manual Instructions to Bidders pg 2 of 3	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	Bid document indicates payment bonds are required if the contract is in excess of \$25,000 (\$50,000 for municipalities).		Project Construction Manual Instructions to Bidders pg 2 of 3	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.4 Buy America							
1	If there are federal funds, LG includes contract provisions in bid document addressing Buy America.	N/A					
2	Assurance that, if there are federal funds, LG prepared any request(s) for waivers and submitted the request(s) through TxDOT to FHWA for approval prior to advertisement for receipt of bids.	N/A					
7.6.6 Child Support Documentation							

**Local Government Project Development & Delivery Checklist**

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1	LG includes verbatim certification of Child Support Statement and form for Business Ownership (list of names and Social Security numbers of all individuals owning 25% or more of company) required by Family Code §231.006 in all bid documents.		Project Construction Manual page 383	Loretta Schietinger	9/27/2022	Keith Taylor	9/28/2022
7.6.7	Claims						
1	LG includes language outlining conditions for when a claim may be filed.		Project Construction Manual Article 16 - Dispute Resolution	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.8	Contract Time						
1	TxDOT reviews and concurs in LG time determination.		Contract Time Determination	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	Time charge method is clearly defined.		Project Construction Manual Std Working Day Bid Format page 2 of 4 & Article 1 - Definitions	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.9	Debarment Certification						
1	LG includes debarment certification in all bid documents for projects with federal funds.		Project Construction Manual page 382	Loretta Schietinger	9/27/2022	Keith Taylor	9/28/2022
7.6.10	Designated Material Sources/Disposal Sites						
1	If LG wants to furnish material to a contractor, designate a source of material for the contractor or require the contractor to use designated disposal sites, LG makes a formal finding that it is in the public's interest to do so.	N/A					
2	Public interest determination must have TxDOT concurrence. For federal oversight projects, FHWA approval required.	N/A					
7.6.11	Differing Site Conditions						
1	LG includes the contract language in 23 CFR 635.109(a) verbatim in the bid document.		Project Construction Manual	Nick Richman	9/27/2022	Aslan Zarafshan	7/28/2022
7.6.12	Disadvantaged Business Enterprises (DBEs), Historically Underutilized Businesses (HUBs), and Small Business Enterprises (SBEs)						
1	TxDOT-CIV established project goal included in bid document.	N/A					
2	DBE provisions included in bid document.		Project Construction Manual	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.13	Title VI and Nondiscrimination Program						
1	LG adopts TxDOT's EEO program or submits and receives approval from FHWA of alternate program.		Project Construction Manual	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	Federal EEO requirements language included in bid document.		Project Construction Manual	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.14	Equipment Rental Rates						
1	LG adopts TxDOT specifications for equipment rental rates or develop procedures based on 48 CFR 31. If LG developed its own rental rates, TxDOT reviews and approves the rates for compliance with the policy before including the rates in a contract	N/A					
7.6.15	Form FHWA 1273						
1	LG includes Form FHWA-1273 verbatim into all contracts and ensures prime contractor incorporates the provisions into all subcontracts and purchase orders.	N/A					
7.6.16	Liquidated Damages and Incentive/Disincentive						
1	LG develops liquidated damage rates to recover the cost of construction engineering and other allowable costs. Must be approved by TxDOT.		Project Construction Manual	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	LG submits any other desired provisions, such as incentive/disincentive, to TxDOT for approval.	N/A					
7.6.17	Lobbying Certification						
1	LG includes certification in all bid documents for projects with federal funds.	N/A					
7.6.18	Local Hiring Preference						
1	For projects with federal funds, do not include any state or local hiring preferences in bid documents or request for proposals.	N/A					
7.6.19	Non-Resident Bidder and Texas Preference						
1	For projects with federal funds, do not include any state or local preferences for resident bidders in bid documents or request for proposals.	N/A					

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2	For projects with state funds, LG provisions comply with Texas reciprocity statutes.	N/A					
7.6.20	Material State or Local Preference						
1	For projects with federal funds, do not include any state or local preferences in its contracts.	N/A					
2	For projects with state funds, LG contract provisions comply with Texas Government Code Chapter 2155 and receive TxDOT approval of local material preference.	N/A					
7.6.21	Materials						
1	LG adopts TxDOT Standard Specifications or submits alternate, comparable specifications to TxDOT for approval.		Project Construction Manual	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	Include language in bid documents regarding compliance with ITS prohibitions of 2 CFR 200.216 and 2 CFR 200.471 (manufactured by various corporations).	N/A					
7.6.22	Method of Construction (or Method of Bidding)						
1	LG submits its competitive bidding process to TxDOT for approval or submits written cost-effective justification of emergency condition if procurement other than competitive bidding is desired.			Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.23	Non-Collusion Statement						
1	Includes non-collusion statement in bid package or in the request for proposal.		Project Construction Manual Bidder Certification	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.24	Non-Discrimination Against Persons with Disabilities						
1	All new and existing transportation facilities must be designed and constructed to comply with the provisions of all cited statutes.		Project Construction Manual	Nick Richman	9/27/2022	Keith Taylor	9/27/2022
7.6.25	Non-Responsive Bid						
1	On design-bid-build, LG adopts Article 2.7L of TxDOT Standard Specification (Non-Responsive Proposals) or submits alternate for TxDOT approval.		Project Construction Manual	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.26	Non-Segregated Facilities						
1	Advises potential bidders that submission of a bid constitutes the certification of compliance with FHWA Form 1273.	N/A					
2	Contractor must get certification from all subcontractors and materials suppliers of greater than \$10,000.	N/A					
7.6.27	Patented/Proprietary Products						
1	LG does not specify patented or proprietary products in its contracts without prior written approval from TxDOT.			Nick Richman	9/27/2022	Keith Taylor	9/27/2022
7.6.28	Prequalification						
1	For projects on the State Highway System, require bidders to be prequalified by TxDOT.		SP to Item 002	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	LG submits any additional, desired pre-qualifying/qualifying/licensing procedures to TxDOT for approval.	N/A					
3	Does not include a requirement for a contractor to obtain a license as a condition of submitting a bid.	N/A					
4	Bid document may require the successful bidder to obtain a license if applied to all bidders if they are successful.	N/A					
7.6.29	Prevailing Minimum Wage						
1	Includes FHWA-1273 provisions, including Davis-Bacon wage rates, in contract, request for proposals or concessionaire agreement. Current wages may be obtained at www.access.gpo.gov/davisbacon/ or include appropriate wage rates in bid document in accordance with state statute if no federal funds are used.		Project Construction Manual	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.30	Prison Produced Materials						
1	Prohibits the use of convict-produced materials in bid document.		Item 6L	Nick Richman	9/27/2022	Keith Taylor	9/27/2022
7.6.31	Publicly-Owned Equipment						
1	Does not include contract provisions requiring use of LG equipment unless approved in writing by TxDOT.		Poles approved by AO, Dist Const, and DLGO	Nick Richman	9/27/2022	Keith Taylor	9/27/2022
7.6.32	Railroad Insurance Provision						
1	Verify LG coordinated with railroad, if necessary.		Ongoing	Nick Richman	9/27/2022	Keith Taylor	9/27/2022
2	Includes provision for contractor's railroad liability insurance and other railroad provisions in bid documents, request for proposals or concessionaire agreement.		Ongoing	Nick Richman	9/27/2022	Keith Taylor	9/27/2022
7.6.33	Retainage						
1	If retainage is not kept, adopts TxDOT spec Article 9L (Progress Payments) including FHWA-approved special provision and includes in bid documents, request for proposals or concessionaire agreement.		Item 9L	Nick Richman	9/27/2022	Keith Taylor	9/27/2022
2	Verify that if retainage is kept, incremental final acceptance of subcontracted work will be made.	N/A					

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3	Verify retainage percentage is a maximum of 10% for contracts valued between \$400,000 and \$4,999,999, or a maximum of 5% for contracts valued at \$5M or greater.	N/A					
7.6.34	Safety: Accident Prevention (OSHA)						
1	Includes provisions in contract to implement OSHA.		Project Construction Manual page 107	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.35	Subcontracting						
1	LG adopts TxDOT Standard Specification Article 8L (Subcontracting) or submits alternate for TxDOT approval.		Project Construction Manual 8L	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
2	Includes Contractor's Assurance in bid documents.	N/A					
7.6.36	Termination or Default of Contract						
1	LG either adopts Article 8.6 of TxDOT Standard Specs (Abandonment of Work or Default of Contract) or develops comparable contract language for default of contract and includes in bid documents, request for proposals or concessionaire agreement.		Adopt Article 8.6	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.38	Title VI and Nondiscrimination Program						
1	LG adopts TxDOT's EEO program or submits and receives approval from FHWA of alternate program.	N/A					
2	Federal EEO requirements language included in bid document.	N/A					
7.6.39	Trench Safety						
1	Includes the required provisions in the bid documents.		Project Construction Manual page 107	Nick Richman	9/27/2022	Aslan Zarafshan	7/21/2022
7.6.40	Warranties and Warranty Clauses						
1	LG provides TxDOT with procedures to be used and includes only TxDOT-approved procedures in bid document.			Nick Richman	9/27/2022	Keith Taylor	9/27/2022
8	Letting and Award						
8.2	Letting						
8.2.2	Letter of Authority						
1	All items from Checklist section 7.6.2 'Submittal of Final PS&E' have been provided and approved.					Keith Taylor	9/27/2022
2	Federal Project Authorization Agreement (FPAA) request created by FIN-LM.	N/A					
3	Signed FPAA received. Confirm FPAA matches AFA on funding amount and percentages.	N/A					
4	FHWA approves Letter of Authority on federal-oversight projects.	N/A					
5	District issues State Letter of Authority.					Keith Taylor	9/27/2022
6	Signed Plans Title Sheet and copies of LOA and FPAA sent by District to LG giving authorization to advertise.					Keith Taylor	9/27/2022
8.2.3	Advertising						
1	TxDOT (or FHWA, if it has oversight) authorization prior to advertisement.		Yes - LOA was on 9/28/22	Ragan Riggs			
2	Documentation supporting minimum 3 weeks (21 days) in advance of bid opening.		Yes - ad was placed on 10/16/22 and bid opening was 11/16/22	Ragan Riggs			
3	Documentation that advertisement informed potential bidders of place and time bids are to be opened and read.		Yes	Ragan Riggs			
4	Documentation supporting newspaper advertisements started after LOA and at least 3 weeks prior to bid opening and ran consecutive weeks.		Yes - 10/16/22 and 10/30/22	Ragan Riggs			
8.2.4	Distribution of Bid Documents						
1	Verify approved bid documents were available at least 3 weeks prior to bid opening.		Placed on BidNet Direct	Ragan Riggs			
2	LG ensures plans and specifications are not furnished to federal suspended or debarred bidders or TxDOT debarred bidders.		Yes	Ragan Riggs			
8.2.5	Addenda						
1	TxDOT (or FHWA, if it has oversight) approval of all addenda prior to release to bidders.		Yes	Ragan Riggs			
2	Assurance all addenda made available to all bidders.		Yes - posted on BidNet Direct	Ragan Riggs			
3	Bidders must acknowledge receipt of all addenda in their bids.		Yes	Ragan Riggs			
8.2.6	Bid Opening and Tabulation						

**Local Government Project Development & Delivery Checklist**

Project CSJ#: 1566-01-017

Local Government: City of Hutto

Project Info:

TxDOT District: Austin

Item	Description	Not Applicable	Plans or Project Manual Page No.	Task Completion Verified By LG (Insert name below):	LG Date Verified	Task Completion Verified By TxDOT (Insert name below):	TxDOT Date Verified
1	Verify all bids were sealed and filed with the LG and opened in a public meeting; bidders were not prohibited from attending the public meeting; and all bids were opened and publicly read in the presence of the meeting attendees at time and location listed in advertisement.		Yes	Ragan Riggs			
2	Verify all unit prices are provided and mathematical extensions are correct in bid tabulations.		Yes	Ragan Riggs			
3	Verify bidder provided documentation of railroad insurance, if applicable.	NA		Ragan Riggs			
4	Receive lobbying certification form from bidder.	NA		Ragan Riggs			
5	Verify Child Support Statement certification and Business Ownership form (list of names and Social Security numbers of all individuals owning 25% or more of company) are included in bid. If not, bid is non-responsive.		Yes	Julissa Vasquez			
8.2.7	Bid Analysis						
1	LG checks to verify contractor is not debarred as part of the bid tabulation process.		Yes	Ragan Riggs			
2	LG ensures all bidders submit a non-collusion statement. If bidder fails to submit statement, its bid may not be opened, read and considered for contract award. Retain statement for all bidders.		Yes	Julissa Vasquez			
3	Check submitted bids or proposal for compliance with reasons that make a proposal non-responsive. Do not consider non-responsive bids for award.		Yes	Julissa Vasquez			
4	LG verifies all addenda have been acknowledged.		Yes	Ragan Riggs			
5	If bid list is changed by addenda, LG verifies that correct bid list is submitted.		Yes	Julissa Vasquez			
6	If bid list is changed by addenda, LG verifies the engineer's final estimate is correct for comparison.		Yes	Julissa Vasquez			
7	LG verifies all required forms are submitted and all required pages are signed.		Yes	Julissa Vasquez			
8	Prepare a written analysis and evaluation of bids.		Yes	Julissa Vasquez			
9	Determination of lowest responsible/responsive bidder.		Yes	Julissa Vasquez			
8.3	Contract Award						
8.3.2	Concurrence in Award						
1	Request for TxDOT Concurrence Letter submitted to TxDOT for processing.		Yes	Julissa Vasquez			
2	Submit the following information to the district for concurrence:						
	a. Letter of recommendation from the LG and engineer.		Yes	Julissa Vasquez			
	b. Bid analysis and tabulation with all bids and engineer's estimate.		Yes	Julissa Vasquez			
	c. Documentation of minimum 21-day advertising period.		Yes	Julissa Vasquez			
	d. Verification the contractor is not currently debarred from receiving federal- or state-funded contracts.		Yes	Julissa Vasquez			
	e. Documentation of contractor's DBE Plan; LG must review DBEs for debarment and certification status and submit to District for review and approval.	N/A		Julissa Vasquez			
	f. Other information required to support LG's recommendation.	N/A		Julissa Vasquez			
3	The district seeks concurrence from TxDOT Construction Division. CST will need the following:						
	a. District recommendation memo.						
	b. LG submissions a. and b. provided by LG from Checklist Item 8.3.2.2 above.						
	c. TxDOT's State Letter of Authority.						
	d. FPAA for each CSJ, if multiple, and if federally funded.						
	e. The completed PS&E phase and Letting and Award phase sections of this Checklist.						
	f. The LG's certification statements for ROW, Utilities, and Railroad.						
4	CST makes a recommendation to the Deputy Executive Director; provides approval memo to District.						
5	LG obtains official concurrence document from District prior to execution of contract.						
9	Construction						
9.2	Contract Administration						
9.2.2	Contract Execution						
1	District receives and reviews final contract documents prior to LG issuing NTP.						
	a. Verify contractor performance bonds meet minimum requirements.						
	b. Verify contractor payment bonds meet minimum requirements.						
	c. Verify contractor submitted required insurance, if required.						
	d. Verify railroad agreement executed prior to contract execution, if required.						



Local Government Project Development & Delivery Checklist

Project CSJ#: 1566-01-017

Local Government: City of Hutto

Project Info:

TxDOT District: Austin

Item	Description	Not Applicable	Plans or Project Manual Page No.	Task Completion Verified By LG (Insert name below):	LG Date Verified	Task Completion Verified By TxDOT (Insert name below):	TxDOT Date Verified
	e. Written certification from contractor that workers' compensation insurance coverage is provided to each contractor and subcontractor employee working on the project.						
9.2.3	Project Coordination Meeting						
1	Documentation of Project Coordination Meeting - minutes and sign-in sheet.						
9.2.4	Pre-Construction Meeting						
1	Documentation of Pre-Construction Meeting - minutes and sign-in sheet.						
9.2.5	Notice to Proceed (NTP)						
1	NTP issued by LG is on file in district project records.						
9.2.6	Environmental Concerns						
1	Construction Site Notice and Construction General Permit obtained, if required.						
2	SW3P Inspections conducted and control devices monitored.						
9.2.7	Inspection						
1	Certification of compliance sealed by an engineer licensed in Texas specifying materials quality and construction standards						
9.2.8	Supervision and Staffing						
1	RPIC maintained; TxDOT notified of staffing changes.						
2	Project is appropriately staffed.						
9.2.9	Specification Compliance						
1	TxDOT approval of changes to specifications.						
9.2.10	Quality Assurance Plan						
1	LG adopts TxDOT Quality Assurance program or submits alternate program through TxDOT for FHWA approval.						
2	Certification of compliance sealed by a licensed engineer that all materials incorporated are in conformity with approved plans and specifications.						
9.2.11	Records						
1	LG fields staff keep a daily project diary of work performed and project activities.						
2	LG must document verification of field measurements and installed work items.						
3	LG must provide as-built plans to TxDOT for on-system projects.						
9.2.12	Subcontracting						
1	LG must approve requests for subcontractors in writing, and provide TxDOT subcontractor approval log.						
2	LG must ensure subcontractors are not debarred.						
3	LG must monitor the 30% (or 25% if state funded) prime contractor self-performance requirement.						
4	LG must obtain and review all subcontract agreements for required provisions, including the physical incorporation of form FHWA 1273.						
9.2.14	Progress Payments						
1	Appropriate invoicing frequency (monthly) from LG during construction.						
2	Appropriate support documentation provided with reimbursement requests.						
3	Contractor paid by LG within 30 days.						
4	LG received Prompt Payment certification monthly from the Contractor.						
9.2.15	Retainage						
1	If retainage is not kept, adopts TxDOT spec Article 9L (9.6L Progress Payments) including FHWA-approved special provision and includes in bid documents, request for proposals or concessionaire agreement.						
2	Verify that if retainage is kept, incremental final acceptance of subcontracted work is made.						
9.2.16	Contract Time						
1	LG must ensure all days are charged and/or credited in accordance with the time charge method in the contract documents.						
2	LG must provide a monthly Contract Time Statement.						
3	LG must obtain a Scheduler designation from the Contractor, and receive regular progress schedule updates (monthly).						
9.2.17	Time Extensions						
1	LG must obtain TxDOT approval for all time extensions requested from the contractor prior to approval. Time extensions must be supported by a contractor developed TIA.						
9.2.18	Termination or Default of Contract						
1	LG shall consult with and receive the concurrence of TxDOT prior to termination of a contract.						

**Local Government Project Development & Delivery Checklist**

Project CSJ#: 1566-01-017

Local Government: City of Hutto

Project Info:

TxDOT District: Austin

Item	Description	Not Applicable	Plans or Project Manual Page No.	Task Completion Verified By LG (Insert name below):	LG Date Verified	Task Completion Verified By TxDOT (Insert name below):	TxDOT Date Verified
9.2.19	Claims						
1	LG must keep TxDOT involved and receive approval of claims if it anticipates requesting participation of settlement costs.						
9.3	Application of Contract Elements During Construction						
9.3.2	Change Orders						
1	TxDOT reviews and concurs in all changes to the contract.						
2	The LG assures the total contract price does not vary by more than +/- 25% without contractor consent.						
9.3.22	Convict (Inmate) Labor						
1	LG must ensure no convict labor is utilized on the project.						
9.3.4	Differing Site Conditions						
1	Differing site conditions must be handled in accordance with provisions included in the contract documents.						
9.3.5	Disadvantaged Business Enterprises (DBEs), Historically Underutilized Businesses (HUBs), and Small Business						
1	LG obtains contractor's DBE liaison officer information.						
2	LG must ensure DBEs are certified under the TUCP; maintain a screenshot of search results in project records.						
3	LG must receive and monitor monthly DBE reporting provided by Contractor; forward monthly reporting to TxDOT.						
4	LG must conduct CUF reviews on all DBE subcontractors.						
9.3.6	Equal Employment Opportunity (EEO)						
1	LG obtains contractor's designated EEO Officer information.						
2	In accordance with 29 CFR Part 250 and Form FHWA-1273, LG ensures all federal-aid construction contractors and subcontractors with contracts of \$10,000 or greater do not discriminate and will take affirmative action to assure equal employment opportunity for all persons attendant to the contract. To assure nondiscrimination, LG must have done the following:						
	a. All contractors and subcontractors accepted the following as their operating EEO policy verbatim: "It is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."						
	b. All contractors and subcontractors designated and identified an EEO officer.						
	c. All contractor and subcontractor personnel authorized to hire, supervise, promote and discharge employees must be fully						
	d. All contractors and subcontractors, when recruiting for employees, included in all advertisements for employees the notation: "An Equal-Opportunity-Employer." Contractors and subcontractors also implemented additional recruitment efforts such as utilizing public and private employee-referral services and employee referrals.						
3	LG ensures FHWA 1273 is physically incorporated into each subcontract agreement.						
4	LG conducts bulletin board inspection, documented on a checklist and pictures, to ensure all required job postings are						
5	LG must obtain the contractor's Form 1391 in August for work performed in July.						
9.3.7	Equipment Rental Rates						
1	If there has been work completed by force account, the contractor provided costs for equipment using the Blue Book rental rate, or actual invoice rates.						
9.3.8	Temporary Traffic Control Devices						
1	LG must obtain Contractor Responsible Person (CRP) and alternate designations from contractor.						
2	LG must conduct inspections of implemented traffic control devices and ensure compliance with required TCP.						
9.3.10	Liquidated Damages						
1	LG must monitor time charges and assess liquidated damages according to specifications for each progress payment once time has elapsed.						
9.3.11	Materials and Buy America						
1	LG must receive concurrence for any changes to materials specifications prior to their implementation.						
2	The LG must obtain material source verification documents for all materials incorporated into the project and maintain them in the project records.						
3	The LG must ensure ITS components are in compliance with 2 CFR 200.216 and 2 CFR 200.471.						
4	The LG must obtain documentation certifying steel and iron products are domestic, such as certified mill test reports.						

**Local Government Project Development & Delivery Checklist**

Project CSJ#: 1566-01-017

Local Government: City of Hutto

Project Info:

TxDOT District: Austin

Item	Description	Not Applicable	Plans or Project Manual Page No.	Task Completion Verified By LG (Insert name below):	LG Date Verified	Task Completion Verified By TxDOT (Insert name below):	TxDOT Date Verified
9.3.12	Non-Discrimination Against Persons with Disabilities						
1	LG must obtain TDLR approval of completed construction and provide report to TxDOT.						
9.3.15	Prevailing Minimum Wage						
1	Includes FHWA-1273 provisions, including Davis-Bacon wage rates, in contract, request for proposals or concessionaire						
2	LG obtains contractor's designated Payroll Officer information.						
3	LG must obtain weekly certified payrolls from contractor and all subcontractors.						
4	LG must conduct labor interviews (3 per quarter).						
9.3.19	Safety: Accident Prevention (OSHA) and Trench Safety						
1	LG obtains contractor's Safety Point of Contact information.						
2	LG monitors project site for safety concerns of the workers and traveling public.						
9.3.23	False Statements						
1	LG must ensure false statement notice Form FHWA-1022 is posted at the jobsite.						
9.3.24	Salvage Credits						
1	LG provides assurance that disposal of surplus property has been conducted in conformance with TAC.						
10	Project Close-Out and Maintenance						
10.2	Project Close-out						
10.2.2	Project Review						
1	LG notifies TxDOT of project completion within 30 days.						
2	TxDOT conducts final inspection of project site (before LG releases contractor) and provides completion letter to LG.						
3	LG provides final request for reimbursement to TxDOT.						
4	LG provides TxDOT access to project records for final review.						
5	TxDOT conducts final records review and provides report to LG; this may include instructions to address comments.						
6	LG responds to all review comments.						
7	TxDOT approves final reimbursement request.						
10.2.3	Final Close-out						
1	TxDOT completes Statement of Cost (SOC) within 90 days of final reimbursement and provides to LG.						
2	If SOC states additional funds are due from LG, payment must be made by due date in the request letter.						
10.2.4	Audit						
1	LG makes project records available for audit in accordance with AFA.						
10.2.5	Document Retention						
1	LG must retain project records for minimum of the period established in the AFA.						
10.2.6	Disposition of Excess Property						
1	LG must develop a plan for the disposition of property interests that are no longer needed according to the procedures in TxDOT's ROW Property Management Manual.						
10.3	Maintenance						
10.3.3	Federally Funded Projects						
1	LG must assure that projects completed off the state highway system is maintained "satisfactorily" and as outlined in the AFA.						
10.3.4	Comprehensive Maintenance Management Agreement (CMMA)						
1	If LG will be taking on the maintenance of a highway facility, a CMMA must be executed.						
10.3.5	One-year Maintenance Plans and Inspections						
1	LG will complete a one-year plan and conduct regular inspections to determine the condition of the highway and establish maintenance needs.						
10.3.6	Materials Specifications						
1	Materials utilized in maintenance of the facilities on the state highway system must conform to the latest version of TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and must conform to TxDOT's required special specifications and special provisions.						



DISTRICT LETTER OF AUTHORITY FORM

Approved To Let

CONTROLLING PROJECT ID 1566-01-017

DISTRICT Austin

COUNTY Williamson

HIGHWAY FM 1660

FED/STATE PROJECT # CC 1566-1-17

RESP. DISTRICT Austin

FUNC. CLASS 5

LIMITS FROM Farley Road

LIMITS TO US 79

WORK TYPE Intersection Improvement

 Right of Way: Clear: X

Not Clear _____

 Certification Rec'd 7/20/22

 R.O.W Encroachment: Clear: X

Not Clear _____

 Certification Rec'd 7/20/22

 Relocation Assistance: Clear: X

Not Clear _____

 Certification Rec'd 7/20/22

Utilities: Clear: _____

 Not Clear X

 Certification Rec'd 7/20/22
AGREEMENTS AND PERMITS REQUIRED:

 Railroad Agreement: Yes CI-LOA

No _____

 Rec'd 9/9/22

COE Section 404/10: IND/NW Yes _____

 No X

 Rec'd 9/23/22

Coast Guard Section 9: Yes _____

 No X

 Rec'd 9/23/22

TWC/WPWP: Yes _____

 No X

 Rec'd 9/23/22

TPWD: Yes _____

 No X

 Rec'd 9/23/22

Other Participation: Yes _____

 No X

 Rec'd 9/23/22

Other: _____ Yes _____

 No X

 Rec'd 9/23/22
TYPE OF ENVIRONMENTAL CLEARANCE:

 Blanket Categorical Exclusion NA

 Programmatic Categorical Exclusion NA

 Categorical Exclusion (State CE) X

 Project Specific Categorical Exclusion NA

 FONSI NA EIS NA EA NA

 Date of Final Federal Action 5 / 18 / 2022

Remarks: Project cleared as a d(13) CE.

 Environmental: Clear: X

NOT Clear: _____

 Conditions: None

 DocuSigned by:
9/23/2022

ENVIRONMENTAL AFFAIRS

DATE

Conditions of Approval: See EPIC sheet and General Notes for environmental commitments and BMPs.

 Design: Clear: X

NOT Clear: _____

 Conditions: None
N/A

 DocuSigned by:
9/23/2022

RESPONSIBLE DISTRICT OFFICE

DATE

 Yes X No _____

 With Conditions See above conditions
See above conditions
9/23/2022

 DocuSigned by:

DISTRICT ENGINEER

DATE

THIS AUTHORIZATION IS GIVEN ON THE CONDITION THAT THE CONTRACTING AGENCY SHALL ASSUME ALL COST AND REponsibility AND LEGAL LIABILITY FOR ACTIVITIES THAT DO NOT CONFORM WITH APPLICABLE FEDERAL AND STATE REQUIREMENTS.



MEMO

December 9, 2022

To: Lance Simmons, P.E., Chief Engineer

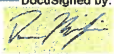
Through: Jessica Butler, P.E., Director of Engineering & Safety Operations

From: Duane S. Milligan, P.E., Construction Division Director

Subject: Award of Local Government Project, Williamson County

DocuSigned by:

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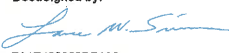
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Control: 1566-01-017
 Project: CC 1566-1-17
 Highway: FM 1660
 Williamson County

The above referenced project has been reviewed. The City of Hutto and the Austin District recommend awarding the contract to Aaron Concrete Contractor's L.P. The total amount of the low bid was \$637,042.00, which is 44.6 percent over the engineer's estimate of \$440,426.72. This project is 100% Local funded. The City is responsible for all project associated with the project, including any overruns of the approved local project budget.

Attached is the State Letter of Authority (SLOA) for locally let projects, indicating clearances for the following:

- Encroachments
- Relocation assistance
- Environmental
- ROW

DocuSigned by:

 7A1E426888DE4A2...
 12/17/2022

I concur with the
 recommendation.

Several utilities were not clear at the time of letting and expected clearance dates were not met due to Oncor labor issues. The utilities are expected to be clear by March 2023, and should not have an impact on construction. A special provision was added to the contract to address the new expected clearance dates.

We request your concurrence in the award of this project. If you have any questions, please call Duane S. Milligan, P.E., at 512/416-2456.

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

RESOLUTION NO. R-2023-006

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AWARDING A CONTRACT TO AARON CONCRETE CONTRACTORS, L.P., IN THE AMOUNT OF \$637,042.00 FOR SERVICES RELATED TO THE FM 1660 NORTH AT US 79 OPERATIONAL IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A CONTRACT PURSUANT TO THE TERMS OF THE BID; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (“City”) solicited bids for services related to the FM 1660 North at US 79 Operational Improvements Project (CSJ No. 1566-01-017), and the bid received from Aaron Concrete Contractors, L.P., was recommended by city staff and consultants based on their findings that it was the lowest responsive bid, materially balanced, and submitted by an applicant with experience completing similar projects; and

WHEREAS, the City Manager requested that the Texas Department of Transportation (“TxDOT”) provide its concurrence for awarding the contract to Aaron Concrete Contractors, L.P., and TxDOT provided its concurrence; and

WHEREAS, the City Council desires that the City of Hutto, Texas (“City”) enter into a contract with Aaron Concrete Contractors, L.P., in the amount of \$637,042.00 for services related to the FM 1660 North at US 79 Operational Improvements Project (CSJ No. 1566-01-017), pursuant to the terms of the bid; and

WHEREAS, the City Council desires to authorize the City Manager to finalize and execute a contract with Aaron Concrete Contractors, L.P., in the form included in the Contract Documents and approved by the City Attorney, for the Contract Price, and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents agreed to by Aaron Concrete Contractors, L.P., when it submitted its bid.

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to City Manager to finalize and execute a contract with Aaron Concrete Contractors, L.P., in the form included in the Contract Documents and approved by the City Attorney, for the Contract Price, and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents agreed to by Aaron Concrete Contractors, L.P., when it submitted its bid.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this ____ day of _____, 2023.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

11.1.



To: City Council

Subject: Conduct a Public Hearing and take possible action on Ordinance No. 2023-005 approving a Revised Planned Unit Development (PUD) zoning ordinance request for the property known as 411, 421, 431 and 441 Ed Schmidt Boulevard Planned Unit Development (PUD), 4.30 acres, more or less, of land, Lots 2, 3, 4 and 5 of the Emory Farms Commercial Subdivision, located on Ed Schmidt Boulevard. (First Reading) (Ashley Bailey)

a. Consideration and possible action on Ordinance No. O-2023-005 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13. (Legal)

Meeting: Thursday, January 5, 2023

Department: Development Services /

Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The proposal consists of a 4.3 acre parcel that is part of the Emory Farms Commercial Addition, more particularly Lots 2, 3, 4 and 5, Block A that was platted in 2007. In July of 2019 a Specific Use Permit (SUP) was approved for a hotel in the B-1 zoning district with a maximum height of 35'. The SUP expired in July 2020.

The same applicants requested a Planned Unit Development (PUD) zoning change for B-1 plus lodging, restaurants and daycare to be permitted with a SUP. The original PUD was approved in February 2020. The PUD included a 111 room 4-story hotel. However, the height limit remained at 35'. The hotel was oriented perpendicular to Ed Schmidt Boulevard, limiting the exposure to the adjacent Emory Farms subdivision to the west.

NORTH: Amazing Explorers Academy
SOUTH: Commercial Multi-tenant Building
EAST: Hutto Discovery Church
WEST: Emory Farms Subdivision

SUMMARY OF REQUEST:

The current proposal is to amend the layout in the recently approved amended PUD to move the pool to the rear (west) of the building. Because the PUD did not include language allowing this change as a minor modification the updated layout must be approved through a full public hearing process.

AGENDA ITEM REPORT

11.1.



The proposed site plan has been altered, but maintains the perpendicular alignment to Ed Schmidt Boulevard. The parking has been removed along the back fence the building is now proposed at approximately 96 feet from the adjacent neighborhood, with a pool approximately 55 feet away from the shared property line.

STAFF REVIEW:

75 property owners within 600' were notified of the request and to date, staff has received four responses in favor.

The PUD request meets the PUD criteria as outlined below:

The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.

The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.

The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.

The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.

The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.

The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.

The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.

PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Staff recommends approval of the PUD amendment as presented. The Planning and Zoning Commission will make a recommendation on the item at their January 3, 2022 meeting and a formal recommendation and vote will be available at the City Council meeting.

FISCAL NOTES:

ATTACHMENTS:

1. Exhibit A - Development Plan

AGENDA ITEM REPORT

11.1.



-
2. 11.1 - 2023-005 Ordinance (revised)

Emory Farms Commercial

**City of Hutto, Texas
Planned Unit Development (PUD)**

Development Plan

October 3rd, 2022

Applicant:

Jack Zanger

Applicant Representative:

None

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1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the “Emory Farms Commercial District” Planned Unit Development Ordinance and may be cited as “Emory Farms Commercial” PUD.

1.2 Purpose and Intent

The purpose of this Plan is to ensure a PUD that creates a mixed use development that is: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

1.3 Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC “Unified Development Code of the City of Hutto, Texas” (“UDC”) in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the UDC.

1.4 Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

1.5 Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Development Services Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to (a) roadway and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than twenty percent (20%) in the size of any section or phase shown on the Concept Plan, shall be considered “Minor Modifications” over which the City’s Development Services Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Development Services Director has final review and decision-making authority.

All other changes to the Concept Plan that are not Minor Modifications shall be considered “Major Modifications.” Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner’s expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

Minor Modifications to the Concept Plan allowed by this Development Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Concept Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.6 Definitions

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD

The purpose of the Plan is to provide a high-quality hotel development. **Exhibit C**, illustrates the site plan.

For the purpose of addressing any development regulation not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for the following uses:

Non Residential: B-1

Permitted uses within the boundaries of the PUD are as listed in the below land use table:

PERMITTED USES

Use	Conditions
Multi-Family	
Government Facilities	
Park	
Amenity/Recreation Center	
Restaurant/Bar	1
Food Catering (accessory or secondary to restaurant or bakery)	
Library	
Live/Work Units	
Lodging Establishment	
Office: Professional	
Office: Medical	
Veterinary Clinic	
Personal and business service shop	
Print Shop	
Retail Sales and Service (other than the uses listed below)	
Bakery	
Bank	
Convenience Store	
Day Care: Child (1-6 children)	
Day Care: Child (greater than 6 children)	1

Bed and Breakfast	
Bus Stops	

Accessory Uses

Accessory uses	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

(1) Permitted by Specific Use Permit

2.2 Use Descriptions and Standards

Unless otherwise modified within this PUD, refer to the UDC for definitions of uses and standards for residential uses, commercial and retail uses, industrial uses, institutional and civic uses, temporary uses and accessory uses.

Prohibited Uses

Uses not listed in the “Permitted Use” table in section 2.1 shall be deemed prohibited unless determined to be appropriate under the conditions outlined for “New and Undefined Uses”.

New and Undefined Uses

As commerce and technology evolve, new types of land uses will develop and forms of land use not anticipated may seek locations in the Emory Farms Commercial PUD. To provide for contingencies, the Development Services Director will consider the appropriateness of an undefined use within the PUD area. Approval criteria include:

- Impacts of the use, including externalities and use of public services and infrastructure,
- The use is similar in nature and impact to a use listed and defined as a permitted use in the PUD.
- The use is consistent with the intent of the PUD district.
- The use conforms to the intent of the PUD, UDC and applicable plans
- The interpretation does not lower the protection given to the public by the PUD and UDC.
- The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and

residential areas.

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area

	Commercial/ retail/office/
Lot area (min)	20,000 sq. ft
Lot width at building line (min)	100 ft.
Front yard setback	20 ft.
Side yard (min)	0 ft. for common walls or 10 ft. (c)
Rear yard (min)	25 ft.
Side and rear yard for accessory building (min)	Same as main building (a)
Spacing between buildings (min)	10 ft.
Building height (min/max)	Lots 4&5 = 50.18 ft. and up to 62.18 ft for aesthetic parapets as shown on the building elevation (d). Lots 2&3 = 35 ft.(d)
Building height, accessory (max)	15 ft.
Lot Coverage	95% (b)
Sidewalks (min width along streets)	8 ft.

(a) Accessory buildings are not permitted between the front building line of the primary building and the public right of way.

(b) The buildable density on a lot shall be governed by the height, setback and lot coverage requirements only.

(c) Side setback of 0 feet is allowed only for internal attached buildings

- with a common wall.
- (d) For each One (1) foot of building height, the building must be set back One (1) foot from the rear property line.

3.1.2 Setback encroachment exceptions

Type of structure or use	Non-residential uses
Air conditioning equipment	n/a
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL
Awnings / Galleries	8 feet of vertical clearance required.
Bay windows, entry vestibules, overhanging eaves	No more than 3 ft. into any setback
Ramps and other access devices required by the ADA	Any yard on the site as long as they do not impede pedestrian flow
Retaining walls	Any yard on the site

3.1.3 Buffer Yards

3.13.1 Landscape buffer yard shall be provided along the eastern boundary of The PUD along CR 119 (Ed Schmidt Boulevard).

- 20 ft. from CR119 (Ed Schmidt Boulevard) right-of-way
- Landscape for the buffer yard shall be planted per the requirements of Section 3.2.2.1 of this PUD

3.13.2 Landscape buffer yard shall be provided along the western boundary of Lots 4&5

- 25 ft. from the property line
- Landscape for the buffer yard shall be planted per the requirements of UDC Sec 10.403.6.3 High level buffer yard "c"

3.1.4.1 Loading area screening

Off-street loading areas must be fully screened from view from public streets and open spaces. Wing walls, landscape screens, changes in building orientation and/or other architectural elements must be used to buffer loading docks.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD must be located at least 25 ft. from a single-family residential use. Dumpsters must be screened from public

streets and pedestrian gathering areas with masonry walls and enclosure gates that are compatible with the architectural theme of the adjacent building(s).

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.3 Parking lot screening

Parking lots that are visible from a public street must be screened from the adjacent street and walkway by a minimum 6-foot-wide landscape area. Three-and-a-half-foot tall screen wall, shrubs, trees or a combination of the above may be placed in the 6-foot landscape screening area.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.4 Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.

Solar panels are exempt from mechanical equipment screening standards.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.5 Utility equipment screening

Electric meters, switch boxes, panels, conduit and related utility equipment must be placed in the most inconspicuous location possible. Where allowed by utility provider, paint all utility equipment to match adjacent building or landscape.

Utility equipment located in an area that may be frequently seen by the general public must be screened with a wing wall architecturally integrated into the host structure or painted to match the primary building color.

3.1.5 Parking and Loading Space Bulk Standards

3.1.5.1 Parking space dimensions

Parking spaces must have the following minimum dimensions:

- Standard parking space (perpendicular or angled to the aisle): 9 ft. x 18 ft.
- Compact parking space: 7.5 ft x 16.5 ft.
- Standard parking space (parallel to the aisle): 8 ft. x 23 ft.
- Handicapped parking space: 9 ft. x 18 ft., plus a clear 5 ft. x 18 ft. loading area to the side. Two handicapped spaces may share one loading area.
- Motorcycle space: 4.5 ft. x 9 ft.
- Off-street loading space: 12 ft. x 25 ft.
- Bicycle space: a stationary object where a user can secure both wheels and the frame of the bicycle with a 6 ft. cable and lock. The stationary object may be a freestanding bicycle rack, a wall-mounted bracket, an enclosed bicycle locker, a three-point bicycle rack or a fenced, covered, locked or guarded bicycle storage area.

3.1.6 Parking Requirements

3.1.6.1 Required parking spaces

Uses shall provide the amount of parking that is necessary to meet anticipated normal demand. Up to 15% of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The minimum number of required parking spaces for a use is as follows:

Commercial use classification	Required specs (minimum)
Multi-tenant retail buildings;	1 per 400 sq. ft. GFA
Restaurant	1 per 150 sq. ft. GFA

Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, instructional facility, personal and business service shop, print shop, retail store	1 per 400 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA
Child day care facility	1 per employee + 3
Lodging Establishment	1 per room

3.1.6.2 Bicycle parking

One or more bicycle parking spaces must be provided for every 20 vehicle parking spaces required as a minimum for non-residential uses.

3.1.6.3 Space computation and fractions

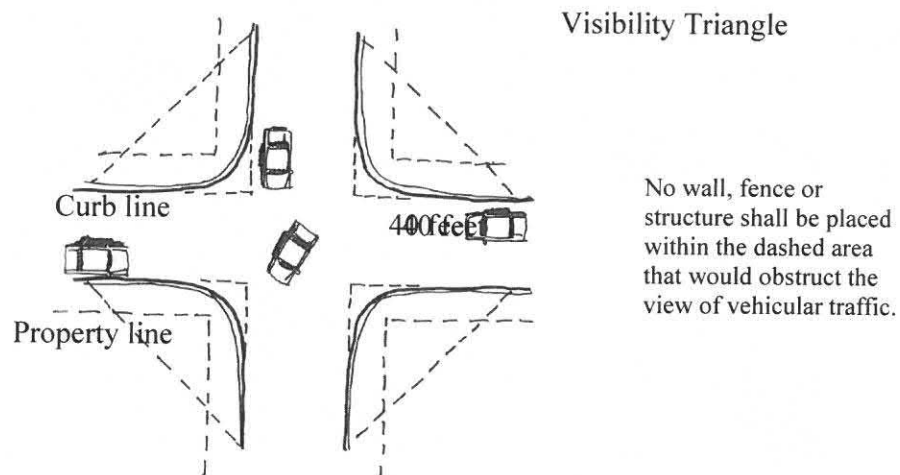
Fractional results will be rounded up when computing the number of required parking spaces.

3.2 Landscaping

3.2.1 General Standards

3.2.1.1 Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.



3.2.1.2 Utilities

Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

3.2.2 Required Landscaping:

3.2.2.1 Landscaping areas

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer CR 119	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Street frontage along internal, public streets – “Street Trees”	1 per 40 ft. of street frontage unless interruption is needed for utility conflict	Optional	Optional
Parking lots: landscape islands in rows and at row ends	1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows	Optional	2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility.
Parking lots: landscape buffers between parking lot and public street or pedestrian area.	1 per 40 ft. of linear landscape area	1 per 30 ft. of linear landscape area	1 per 5 ft. of linear landscape area
Interior Parking: 10 ft. landscape median between every other parking bay	1 per 60 ft of linear landscape area	1 per 25 ft of landscape area	
Dumpster Screening (*does not apply when the enclosure is an architectural extension of a principal building)		1 on each of the three sides of the enclosure, except the side where the gate is located.	1 per 4 linear ft of wall constructed
Ground Mounted Equipment			1 per 3 ft of linear landscape around boundary, except the side where access is located.
Medians	1 per 50 ft. of linear median	Optional	Optional
Other areas (retention and detention basins, open space, etc.)	1 per 2,500 sq. ft. of landscape area	1 per 5,000 sq. ft. of landscape area	2 per 1,000 sq.ft. of landscape buffer

3.2.3 Tree and shrub size

Native tall trees must have a caliper of at least 3 in. and 10-12 ft. ht.
Native small trees must have a caliper of at least 1.5 in. and 8-10 ft. ht.
Planted shrubs must have a minimum 3-gallon container or be at least 18 in. tall.

3.2.4 Street Trees

- (1) Planted a maximum of 40' on center except when an interruption is needed for a utility or desired view into a park or open space.
- (2) Trees shall be located a minimum of ten feet (10') from a building.
- (3) Located within a minimum six-foot (6') wide planting strip or within an 6'x6' tree grate.
- (4) Sized at a minimum of three (3") caliper;
- (5) All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
- (6) The following tree species are recommended for Street Trees. The same species shall be used along a contiguous street frontage for a visual consistency.

<u>Common Name</u>	<u>Scientific Name</u>
Carolina Cherry Laurel	<i>Prunus caroliniana</i>
Chinquapin Oak	<i>Quercus muehlenbergii</i>
Texas Red Oak	<i>Quercus buckleyi</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Live Oak	<i>Quercus virginiana</i>
Mexican Sycamore	<i>Platanus mexicana</i>

3.2.5 Materials, maintenance and replacement

3.2.5.1 Plant materials

Plant choice must be based on the Central Texas ecological setting and site microclimate conditions.

3.2.5.1.1 Maintenance

Trees and vegetation, irrigation systems, fences, walls and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition. Landscaping must be maintained free from disease, pests, weeds and litter.

A master community association will be established for the maintenance of landscape and irrigation areas located between the roadways and the building lines for internal projects as well as for all community signage, walls, medians, common open spaces, greenbelts, parks and detention areas. Sub associations may be formed for individual tracts as defined on **Exhibit C** of the PUD.

3.2.5.1.2 License Agreement

A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced street lights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls

The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

3.2.6 Irrigation

3.2.6.1 Automatic irrigation required

All plants on newly developed parcels must be irrigated with underground or drip irrigation.

3.3 Streets

3.3.1 Street Alignment

The precise alignment of the streets included in the Plan may be varied with City approval. **Exhibit C** illustrates the primary circulation pattern and the below street designations describe the planned streets within the PUD boundary.

3.3.2 Street Cross Sections

Local Street: 50-foot right-of-way. 33 feet of pavement face of curb to face of curb. 5-foot sidewalks on each side.

Collector Roadway: 60-foot right-of-way. 36 feet of pavement face of curb to face of curb. 5-foot sidewalks on each side.

3.3.3 Alleys

An alley (residential or commercial) is a public street designed to provide access to the rear or side of a lot including garage access, solid waste access, fire access and utility easements.

- Alleys may be required in non-residential areas where it is necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles or similar reasons consistent with the intent of this PUD.
- Alleys may not access arterial streets.
- All alleys shall have at least two direct access points to public streets
- Alleys shall be 20 feet of right of way with 14 feet of pavement

3.5 Walls and Fencing

3.5.1 Required walls

The following fence and wall types are required:

Required fence Area/purpose	Height		Acceptable types/materials
Dumpster and utility area	6 ft. – 8 ft.		Masonry (stone, brick, similar materials)
	Must include the same materials, finishes and detailing as the host structure. Gates must be visually and structurally solid; must be metal. Dumpsters and compactors cannot be unscreened unless they are used for a construction or demolition project on the site.		
Utility substation or facility	6 ft. – 12 ft. or sufficient to conceal the substation		Masonry (stone, brick, similar materials)
Single Family or Multi Family lot that backs up to park or open space	6 ft.		Decorative iron fence

3.6 Outdoor Lighting

3.6.1 General Standards

3.6.1.1 Display levels and light pollution

- Lighting must be designed to minimize light pollution and spillage on adjacent properties.
- Ornamental street lights shall be allowed along the internal collector and local streets.
- Illumination spillover onto adjacent residential zoned properties must be no more than 5 lux. Streetlights are exempted.

3.6.1.2 Design

- Light poles should have a base, middle and top.
- Light pole design must be consistent with the style, character and theme used throughout the PUD area.
- Light poles must be placed in landscape areas wherever possible.
- Light poles must not obstruct sidewalks or bicycle paths.

4. Exhibits

Legal Description – Exhibit A

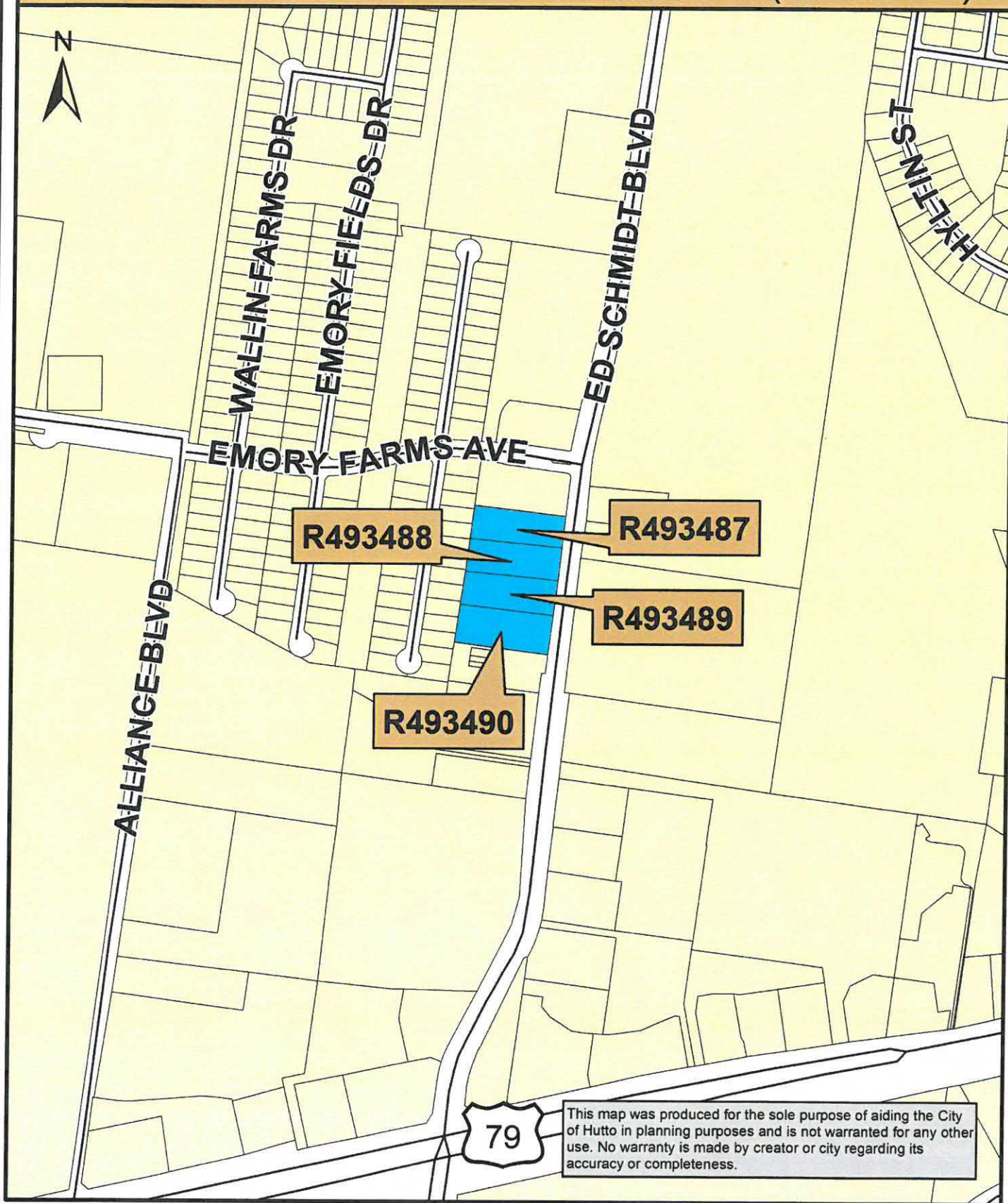
Survey – Exhibit B

Site Plan - Exhibit C

Elevations – Exhibit D

Exhibit A – Legal Description

411, 421, 431, 441 Ed Schmidt Boulevard (4.30 Acres)



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

Maps\Emory_Farms\411_421_431_441_Ed_Schmidt_Boulevard.mxd)

12/12/2019 -- 1:41:45 PM



0 250 500 1,000
Feet

411, 421, 431, 441 Ed Schmidt Boulevard (4.30 Acres)

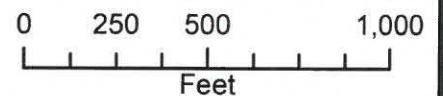
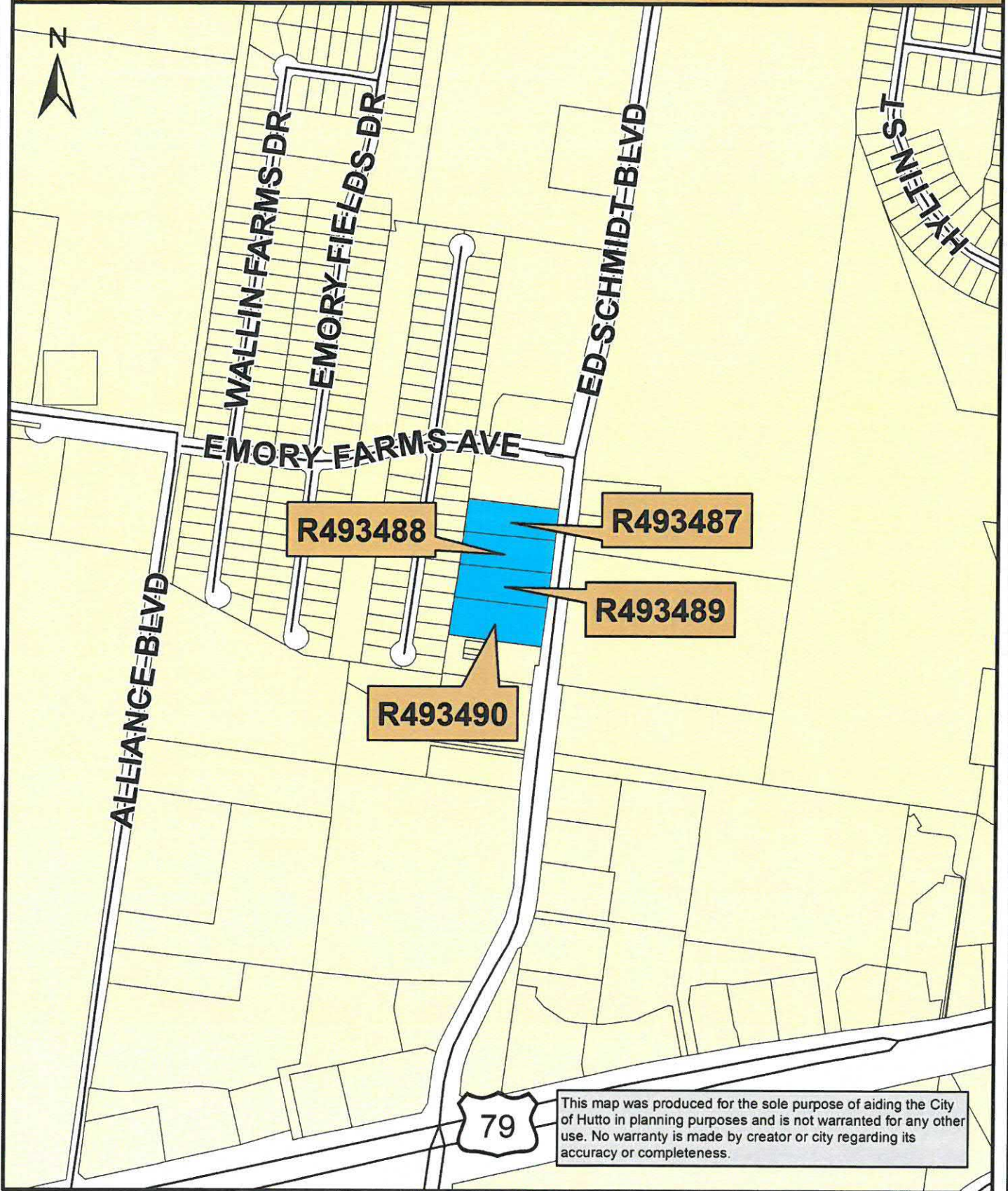


Exhibit B – Survey

CABINET DD



SCALE IN FEET



- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET
- CALCULATED POINT

W/W.W.E. WATER & WASTEWATER EASMT.
J.A.E. JOINT ACCESS EASMT.
D.E. DRAINAGE EASMT.
P.U.E. PUBLIC UTILITY EASMT.

COMMUNITY DEVELOPMENT
DEPARTMENT

PROJECT NO.:
420-001
DRAWING NO.:
420-001-PL4
PLOT DATE:
09/04/07
PLOT SCALE:
1"=100'
DRAWN BY:
COD
SHEET
01 OF 02

CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	90°26'04"	15.00'	15.11'	23.68'	21.29'	S37°06'25"E
C2	2°16'36"	3205.00'	63.68'	127.35'	127.34'	S07°22'15"W
C3	2°07'30"	3205.00'	59.44'	118.87'	118.86'	S09°34'18"W

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

THAT CDR CR 110, L.P., ACTING HEREIN BY AND THROUGH ROBERT M. CASTLE, MANAGING PARTNER, BEING THE OWNER OF A PORTION OF 7.005 ACRES IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED, DATED SEPTEMBER 20, 2004, OF RECORD IN DOCUMENT NO. 2004073888 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

DO HEREBY SUBDIVIDE 6.940 ACRES OUT OF SAID TRACT, IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE ACTS, HERETOFORE TO BE CALLED "EMORY FARMS COMMERCIAL" AND DO HEREBY DEDICATE TO THE PUBLIC ALL STREETS AND EASEMENTS SHOWN HEREON UNLESS OTHERWISE INDICATED, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

Robert M. Castle
ROBERT M. CASTLE, MANAGING PARTNER
CDR CR 110, L.P.
519 TRADESMEN'S PARK DRIVE
HUTTO, TX 78648
512-759-2753

09/05/07
DATE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT M. CASTLE, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

Robert M. Castle
ROBERT M. CASTLE, MANAGING PARTNER
CDR CR 110, L.P.
519 TRADESMEN'S PARK DRIVE
HUTTO, TX 78648
512-759-2753

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES



STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

I, CLARK O. DANIEL, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF AN ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER 2003, THAT ALL CORNER MONUMENTS WERE RECOVERED OR SET IN THE SUBDIVISION COMPLYING WITH THE SURVEYOR'S ORDINANCES OF THE CITY OF HUTTO, TEXAS.

Clark O. Daniel, Jr.
CLARK O. DANIEL, JR., R.P.L.S. NO. 3581

9-09-2007
DATE



STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

I, BARRY CAMPBELL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT COMPLETS WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

NO PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN SHOWN ON FEMA MAP 48491C0246C, EFFECTIVE DATE SEPTEMBER 27, 1994, AS SHOWN HEREON.

Barry Campbell
BARRY CAMPBELL, P.E.
7115 PARKWAY ROAD, SUITE 212
AUSTIN, TEXAS 78757
512-452-4008

9/5/07
DATE



PLAT NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
2. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
3. THE BASIS OF BEARING OF THE SURVEY IS GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/83 HARN VALUES FROM LOCAL CONTROL NETWORK.
4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO USES OTHER THAN SINGLE FAMILY RESIDENTIAL.
5. EACH LOT IN THIS SUBDIVISION SHALL PROVIDE FOR ONE-SIDE STORMWATER DETENTION.
6. DEVELOPMENT OF THIS SUBDIVISION SHALL COMPLY WITH APPLICABLE ZONING ORDINANCES OF THE CITY OF HUTTO, INCLUDING:
 - A. REQUIRED PROPERTY LINE SETBACKS
 - B. BUILDING COVERAGE AND/OR IMPERVIOUS COVER LIMITATIONS
7. DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION SHALL CONFORM TO CITY OF HUTTO LANDSCAPE ORDINANCE REQUIREMENTS.
8. WATER AND WASTEWATER UTILITIES FOR THIS SITE SHALL BE PROVIDED BY THE CITY OF HUTTO.
9. ACCESS TO ED SCHMID BLVD. (CR 110) AND EMORY FARMS AVE IS RESTRICTED TO LOCATIONS SHOWN. RECIPROCAL ACCESS AGREEMENT DOCUMENT IS RECORDED IN 2007082123 WILLIAMSON COUNTY, TEXAS.

APPROVAL

CITY OF HUTTO

PASSED AND APPROVED BY THE HUTTO CITY COUNCIL ON THE 2ND DAY OF JULY 2007, A.D., AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Robert L. Love
ROBERT L. LOVE

9/5/2007
DATE

Debbie Gault
CITY SECRETARY DEBBIE GAULT

9-8-07
DATE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

I, NANCY WINTER, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 2ND DAY OF JULY 2007, AT 1:25 O'CLOCK P.M., AND DULY RECORDED THIS THE 2ND DAY OF SEPTEMBER 2007, A.D., AT 1:25 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY IN CABINET DD, SLIDES 357 AND 358.

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

NANCY WINTER, CLERK OF WILLIAMSON COUNTY, TEXAS

BY: *William W. Huhling*
WILLIAM W. HUHLING, DEPUTY



EMORY FARMS COMMERCIAL

METES AND BOUNDS DESCRIPTION

6.940 ACRES
NATHANIEL EDWARDS SURVEY

A DESCRIPTION OF 6.940 ACRES (302301 S.F.) OF LAND IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 7.005 ACRE TRACT OF LAND DESCRIBED TO CDR CR 110, L.P., BY SPECIAL WARRANTY DEED DATED SEPTEMBER 15, 2004 AND RECORDED SEPTEMBER 20, 2004 IN DOCUMENT NO. 2004073888 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 6.940 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with found in the west right-of-way line of Ed Schmidt Boulevard (C.R. 110, right-of-way width varies) for the southwest corner of said 7.005 acre tract and the northeast corner of Lot 5, Block A, Final Plat of Townwest Commons Section 3, a subdivision of record in Cabinet CC, Slide 137 of the Plat Records of Williamson County, Texas;

THENCE North 82°22'30" West, with the south line of the 7.005 acre tract and the north line of said Lot 5, a distance of 351.59 feet to a 1/2" rebar found for the southwest corner of the 7.005 acre tract, the northwest corner of Lot 5, and the southwest corner of Lot 15, Block A, Emory Farms Section One, a subdivision of record in Cabinet CC, Slide 134 of the Plat Records of Williamson County, Texas;

THENCE North 07°57'25" East, with the west line of the 7.005 acre tract and the east line of said Block A, Emory Farms Section One, a distance of 804.95 feet to a 1/2" rebar found in the south right-of-way line of Emory Farms Avenue (right-of-way width varies), for the northeast corner of the 7.005 acre tract and the northeast corner of Lot 2, Block A, Emory Farms Section One;

THENCE over and across the 7.005 acre tract with the south right-of-way line of said Emory Farms Avenue, the following three (3) courses:

1. South 79°45'22" East, a distance of 102.21 feet to a 1/2" rebar with cap set;
2. South 82°23'05" East, a distance of 227.61 feet to a 1/2" rebar with cap set for a point of curvature;
3. Along a curve to the right having a radius of 15.00 feet, an arc length of 23.60 feet and chord which bears South 37°06'29" East, a distance of 21.20 feet to a 1/2" rebar with cap set for a point of curvature in the east right-of-way line of said Ed Schmidt Boulevard (C.R. 110) and the east line of the 7.005 acre tract;

THENCE with the west right-of-way line of Ed Schmidt Boulevard and the east line of the 7.005 acre tract, the following four (4) courses:

4. Along a curve to the left having a radius of 3305.00 feet, an arc length of 127.35 feet and chord which bears South 07°22'15" West, a distance of 127.34 feet to a 1/2" rebar with cap found;
5. South 08°14'06" West, a distance of 631.69 feet to a 1/2" rebar with cap set;
6. North 83°33'31" West, a distance of 15.03 feet to a 1/2" rebar with cap found;
7. South 08°18'11" West, a distance of 30.65 feet to the POINT OF BEGINNING, containing 6.940 acres of land, more or less.

CABINET DD

SLIDE 357

RECEIVED BY
CITY OF HUTTO

SEP 27 2007

COMMUNITY DEVELOPMENT
DEPARTMENT

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Monchoff Rd., Building 1
Austin, Texas 78706
512-443-1724

PROJECT NO.:
420-001
DRAWING NO.:
420-001-R-4
PLOT DATE:
09/04/07
PLOT SCALE:
1"=100'
DRAWN BY:
COD
SHEET
02 OF 02

Exhibit C – Site Plan

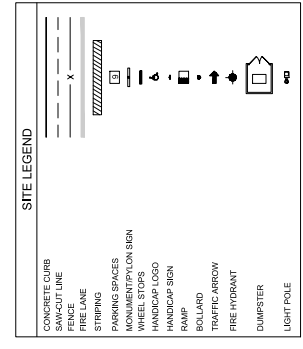


Exhibit D – Elevations



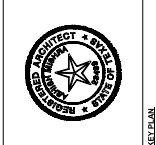
CIVIL
Triangle Engineering LLC
1784 W McDermott Drive, Suite 100
Allen, TX 75013
Phone: (469) 331-8566
Email: kpostal@triangle-engr.com

STRUCTURAL:
Whisonant Engineering Services, LLC
22 Nut Tree Court
-exington, SC 29074
Phone: (803) 957-4008
Email: bill@weslex.com

MEP:
Allied Consulting Engineers
709 Catalpa Street
Belmont, NC 28012
Phone: (704) 399-3943
E-mail: dmeli@allied-engineers.com

[illegible]

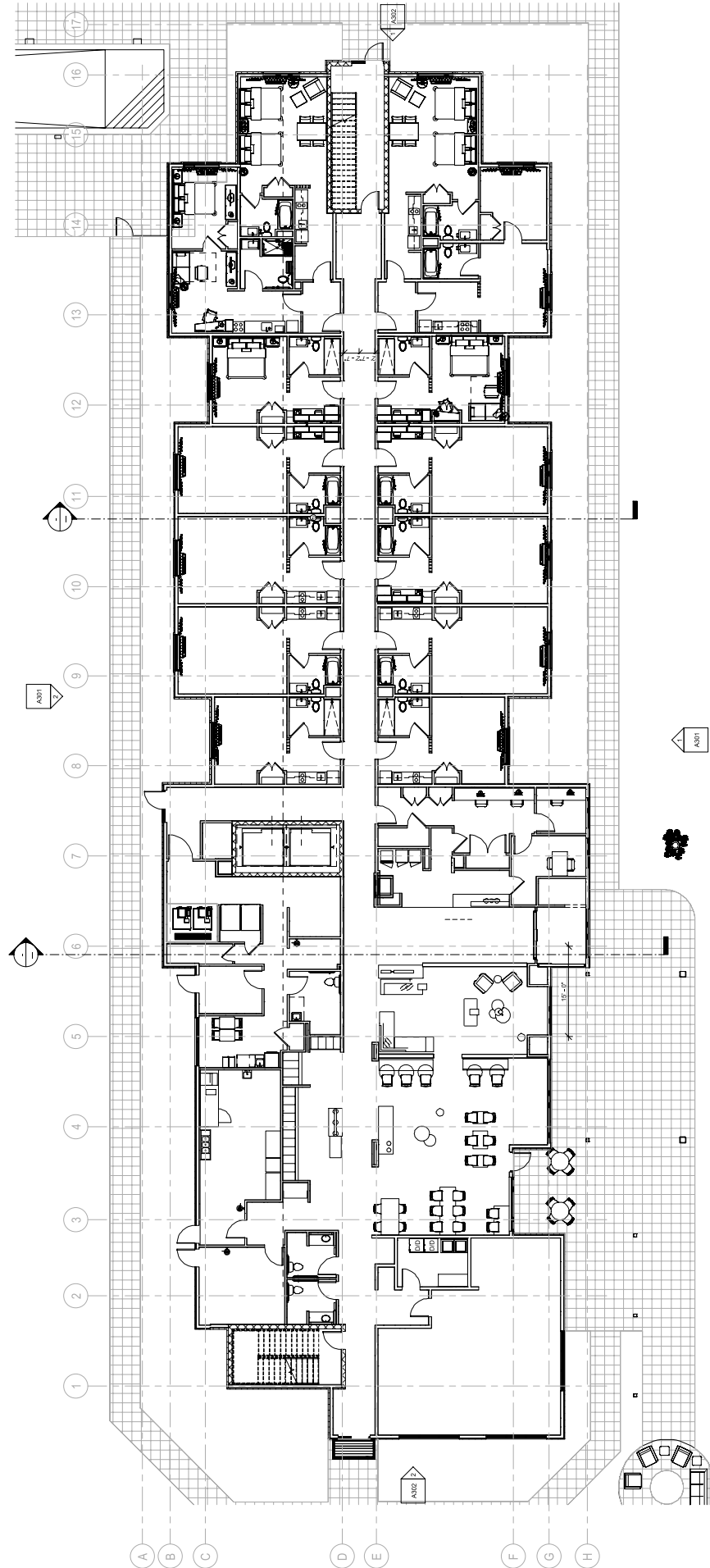
Information contained on this drawing and all digital files associated is authorized for use on the project named herein only and is the property of MISHRA ARCHITECTURE PLLC and may not be reproduced in any manner without express written or verbal permission from authorized individuals. Original drawing is 24"x36" and scales are as indicated. © 2020 MISHRA ARCHITECTURE PLLC

Hutto Hospitality
LLCTownePlace Suites
by Marriott421 Ed Schmidt Blvd.
Dallas, TX 75224

Drawing Title
First Floor Plan

Phase
Schematic Design

Project No. 22-011
Prepared by Author
Checked by Checker
Date 11-11-2020

Released for
EEO Interest

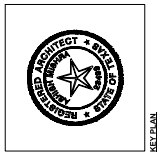
Level 1
1'-0"



MEP:
Allied Consulting Engineers
709 Catwaba Street
Belmont, NC 28012
Phone: (704) 399-3943
Email: dbelt@allied-engineers.com

[illegible]

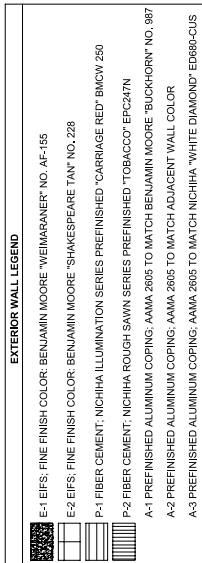
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TownePlace Suites
by Marriott

421 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing title
Exterior ElevationsPhase
Schematic Design

Project No.	22-011
Prepared by	Author
Checked by	Checker
Date	July 28, 2022



GENERAL CONTRACTOR TO SUBMIT ALL EXTERIOR MATERIAL SAMPLES TO ARCHITECT AND MARRIOTT FOR APPROVAL BEFORE ORDERING OR INSTALLATION



[illegible]

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Hutto Hospitality
LLCTownePlace Suites
by Marriott

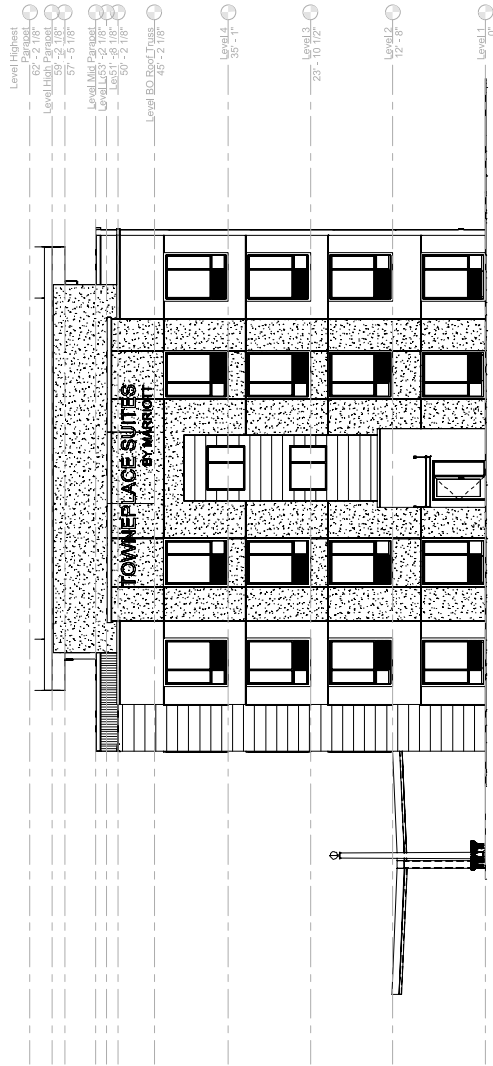
421 Ed Schmidt Blvd.

Drawing Title
Exterior Elevations

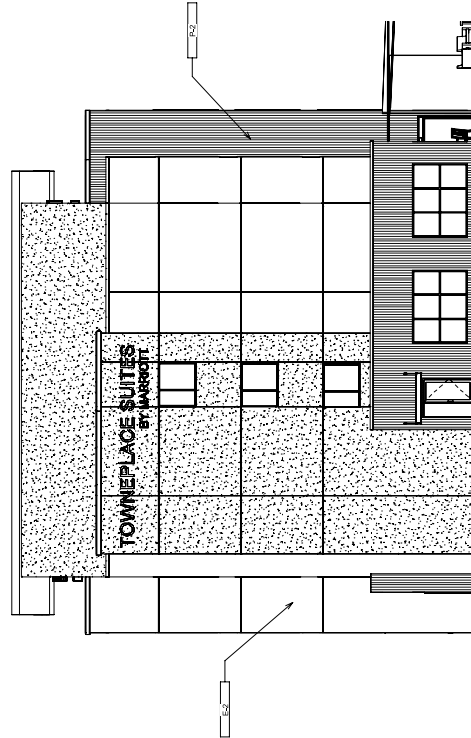
Phase
Schematic Design

Project No.	22-011
Prepared by	Author
Checked by	Checker
Date	July 28, 2022

Released for Review



① East Elevation
1/8" = 1'-0"



② West Elevation
1/8" = 1'-0"

EXTERIOR WALL LEGEND

- A-1 E-1/F-1: FINE FINISH COLOR: BENJAMIN MOORE "WEIMARANER" NO. 4F-155
P-1 FIBER CEMENT: NICHHA ILLUMINATION SERIES PREFINISHED "CARRIAGE RED" BACOW 250
A-2 E-2/F-2: FINE FINISH COLOR: BENJAMIN MOORE "SHAKESPEARE TAN" NO. 228
P-2 FIBER CEMENT: NICHHA ROUGH SAWN SERIES PREFINISHED "TOBACCO" EPC47N
A-3 E-3/F-3: PREFINISHED ALUMINUM COPING: AAMA 2605 TO MATCH BENJAMIN MOORE "BUCKHORN" NO. 387
P-3 PREFINISHED ALUMINUM COPING: AAMA 2605 TO MATCH ADJACENT WALL COLOR
A-4 E-4/F-4: PREFINISHED ALUMINUM COPING: AAMA 2605 TO MATCH NICHHA "WHITE DIAMOND" EDR83-CUS
P-4 PREFINISHED ALUMINUM COPING: AAMA 2605 TO MATCH ADJACENT WALL COLOR

GENERAL CONTRACTOR TO SUBMIT ALL EXTERIOR MATERIAL SAMPLES TO ARCHITECT AND MARRIOTT FOR APPROVAL BEFORE ORDERING OR INSTALLATION

ORDINANCE NO. 2023-005

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR 4.30 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS 411, 421, 431, 441 ED SCHMIDT BOULEVARD PLANNED UNIT DEVELOPMENT (PUD) BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR AN ENFORCEMENT CLAUSE, PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the property described in **Exhibit "A"** being hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 3rd day of January, 2023, and;

WHEREAS, on the 5th day of January, 2023, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

- 1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
- 2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and
- 3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
- 4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and
- 5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and

- 6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and
- 7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
- 8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in **Exhibit "A"**, attached hereto and incorporated herein shall be, and is hereafter changed from B-1 (Local Business) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the 411, 421, 431, 441 Ed Schmidt Boulevard Planned Unit Development (PUD), this includes the Development Plan described in **Exhibit "B"** attached hereto and incorporated herein.

SECTION II. Enforcement Clause

The property described in **Exhibit "A"**, attached hereto and incorporated herein, shall be used only in the manner and for the purposes provided for by the Hutto Unified Development Code and the Hutto City Code, as may be amended, and violations of this ordinance may be enforced as allowed by state law, the Hutto Unified Development Code and the Hutto City Code, as may be amended.

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. Effective Date

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

READ and **APPROVED** on first reading on this the **5th** day of **January, 2023** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this ____ day of _____, **2023** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

11.2.



To: City Council

Subject: Conduct a Public Hearing and take possible action on Ordinance No. 2023-006 approving a Revised Planned Unit Development (PUD) zoning ordinance request for the property known as NorthTown Commons Planned Unit Development (PUD), 28.449 acres, more or less, of land located along Limmer Loop east of FM1660 North. (First Reading) (Ashley Bailey)

a. Consideration and possible action on Ordinance No. O-2023-006 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13. (Legal)

Meeting: Thursday, January 5, 2023

Department: Development Services /

Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The proposal consists of a 28.449 acre parcel, also known as Northtown Commons. The Planned Unit Development was originally approved in 2008 with an amendment in 2017 further clarifying allowed uses and the architectural requirements within the development.

NORTH: Limmer Loop ROW
SOUTH: Existing Single-Family Residential
EAST: Existing Single-Family Residential
WEST: Commercial development, under construction

SUMMARY OF REQUEST:

The current proposal is to amend the development standards in the PUD to clarify that the commercial uses should follow the B-1 District with some minor modifications (no auto repair uses and an increase in daycare size allowance), update the fencing standards to meet the UDC, allow for murals on the buildings, provide up to 25% of commercial use within the industrial buildings, ancillary to the main use, and remove proposed right-of-way that would connect directly into Mager Meadows. The redline document is attached to this report. Should the proposed right-of-way be approved for removal from the PUD document, the correlating exhibits will be updated.

The prospective developer provided colored elevations and landscape plans to show how they might develop the site. These are attached to this item.

The PUD request meets the PUD criteria as outlined below:

The PUD is consistent with the spirit of the community, neighborhood and other applicable land use

AGENDA ITEM REPORT

11.2.



and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.

The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.

The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.

The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.

The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.

The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.

The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.

PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

STAFF REVIEW:

All property owners within 600 feet have been notified by mail of the proposed zoning change. Notice was published in the Taylor Press. Notice has also been posted on the City of Hutto website. Staff has received two responses in opposition and one in favor, no reason provided.

Staff Recommendation:

Staff finds that the proposed amendments to the existing North Town Commons Planned Unit Development meet the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends approval. This item will be heard by the Planning and Zoning Commission on January 3, 2022. The final vote and recommendation will be provided at the City Council meeting.

FISCAL NOTES:

Not applicable.

ATTACHMENTS:

1. Northtown_Commons(ExA)
2. NorthTownPUDAmend#2-DevelPlan(Word) - FINAL REDLINE

AGENDA ITEM REPORT

11.2.



-
3. 2022-11-01_Building Elevations-Colored
 4. 2022-11-04_Hutto, TX_Landscape Plan_Colored2
 5. 11.2 - NorthtownCommons PUD Amend O-2023-006

County: Williamon
Project: 28 acre
Project No. 076001

FIELD NOTES

ALL OF THAT CERTAIN 28.449 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NUMBER 693 AND THE JOSIAS B. BEALLE SURVEY, ABSTRACT NUMBER 97, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF A CALLED 135 ACRE TRACT OF LAND RECORDED IN THE NAME OF JANET LYNN BARNARD FAMILY 1984 TRUSTS IN VOLUME 1126, PAGE 800 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found "x" cut in concrete rip/rap for a northwesterly corner of said 135 acre remainder tract, said "x" being on the southerly Right-of-Way (R.O.W.) line of Limmer Loop (90' R.O.W.);

Thence, with the northerly line of said 135 acre remainder tract and the southerly R.O.W. of said Limmer Loop, South 82 degrees 43 minutes 15 seconds East, a distance of 2062.36 feet to a 5/8-inch iron rod set for the northeasterly corner of said 135 acre remainder tract, said iron rod being on the westerly line of Carol Meadows Section One, a subdivision as recorded in Cabinet W, Slide 300 of the Williamson County Plat Records (W.C.P.R.), for the northeasterly corner hereof;

Thence, with the easterly line of said 135 acre remainder tract and the westerly line of said Carol Meadows, Section One, South 07 degrees 35 minutes 20 seconds West, a distance of 614.29 feet to a 5/8-inch iron rod set for the southeasterly corner of said 135 acre remainder tract, said iron rod being the southwesterly corner of said Carol Meadows, Section One, said iron rod also being on the northerly line of a called 72.025 acre tract of land recorded in the name of Mager Meadows, LP in Document Number 2004018146 of the Official Public Records of Williamson County (O.P.R.W.C.), for the southeasterly corner hereof;

Thence, with the southerly line of said 135 acre remainder tract and the northerly line of said 72.025 acre tract, North 82 degrees 09 minutes 47 seconds West, a distance of 1538.17 feet to a 5/8-inch iron rod set for an ell corner of said 135 acre remainder tract, said iron rod being the northwesterly corner of said 72.025 acre tract, said iron rod also being on the easterly line of a called 11.10 acre tract of land recorded in the names of Jerry and Hilda Roznovak in Volume 443, Page 472 (Tract 2) of the W.C.D.R.;

Thence, with the easterly line of said 11.10 acre tract, North 07 degrees 49 minutes 21 seconds East, a distance of 19.17 feet to a 5/8-inch iron rod set for an ell corner of said 135 acre remainder tract, said iron rod being the northeasterly corner of said 11.10 acre tract;

Thence, with the southerly line of said 135 acre remainder tract and the northerly line of said 11.10 acre tract, North 82 degrees 03 minutes 39 seconds West, a distance of 496.66 feet to a calculated point for the southwesterly corner of said 135 acre tract, said point being the northwesterly corner of said 11.10 acre tract, also being on the easterly R.O.W. line of F.M. 1660 (80' R.O.W.), for the southwesterly corner hereof;

Thence, with the westerly line of said 135 acre remainder tract and the easterly R.O.W. line of said F.M. 1660 the following three (3) courses and distances;

1. North 02 degrees 38 minutes 01 seconds West, a distance of 326.53 feet to a 5/8-inch iron rod set;
2. North 07 degrees 29 minutes 01 seconds East, a distance of 326.42 feet to a 5/8-inch iron rod set;
3. North 52 degrees 22 minutes 53 seconds East, a distance of 21.25 feet to the **POINT OF BEGINNING** and containing 28.449 acres of land, more or less.

Prepared by Vara Land Surveying, Inc.



Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: June 23, 2007

Bearing Basis: The bearings described herein are based on the southerly R.O.W. line of Limmer Loop being South 82 degrees 43 minutes 15 seconds East.

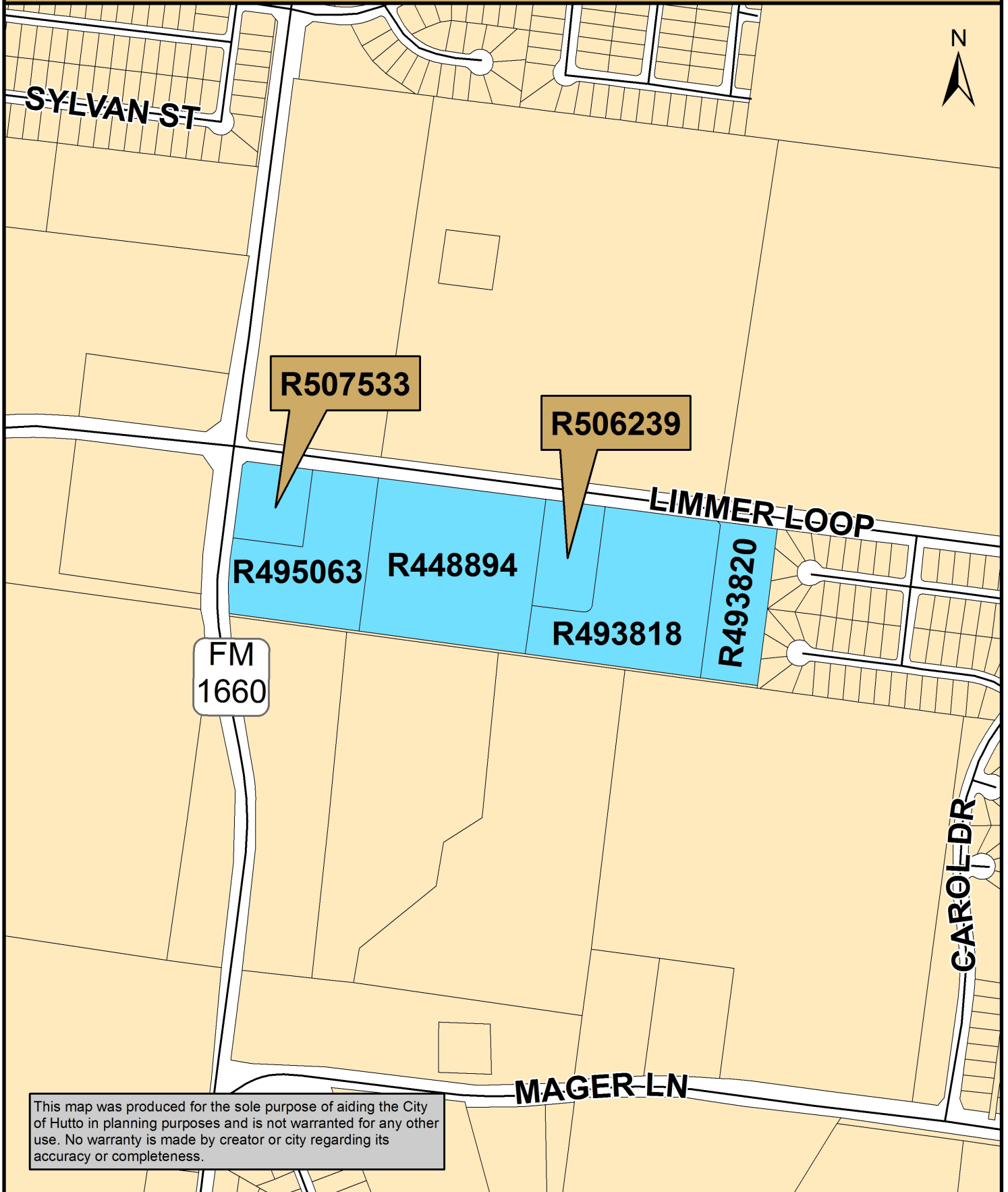
VARA LAND SURVEYING, INC.

Ph: (512) 836-2622

June 23, 2007

076001-boundary.doc

Northtown Commons



**DEVELOPMENT PLAN
NORTH TOWN COMMONS
PLANNED UNIT DEVELOPMENT**

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON §

THIS DEVELOPMENT PLAN (this "Plan") is made and entered by and between the CITY OF HUTTO, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and North Town Commons, LLC (13.99 & 3.10) acres; Robert M. Castle, Jr. and William Randall Russ (2.18 acres); Trim Tech of Austin, Inc. (7.32 acres); and Nancy N. Rabb Properties, LTD. (1.86 acres), their successors and assigns, (hereafter referred to as the "Owners"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owners, as it relates to the respective property, shall be assumed by the new owners, and the Owners shall have no further liability relating to their respective property.

WHEREAS, the Owners are the owners of certain real property consisting of 28.449 acres, as more particularly described in Exhibit "A", (herein after referred to as the "Property") attached hereto and made a part hereof.

WHEREAS, the Owners have submitted a request to the City to rezone the Property consisting of five (5) parcels located at the southeast corner of the intersection of FM 1660 North and Limmer Loop in the City of Hutto, County of Williamson, State of Texas, as more clearly delineated on the attached Plan as a Planned Unit Development (the "PUD").

WHEREAS, pursuant to Chapter 14, Exhibit A, Zoning Ordinance, City of Hutto, Texas, the Owners have submitted a Development Plan setting forth the development conditions and requirements within the PUD, which Development Plan is contained in Section II of this Plan; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on the 23rd day of June 2008, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PUD and a PUD revision on the 3rd day of October, 2017; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Hutto and that it complies with the intent of the Planned Unit Development Ordinance of the City;

NOW THEREFORE BY THIS PLAN WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owners agree as follows:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan described in Section II herein.

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to the Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed including approval by all Property Owners and the City.

3. **ZONING VIOLATION**

The Owners, their successors and assigns, understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Hutto, Texas, as amended. This Development Plan will be filed in the Official Records of Williamson County, thereby placing future purchasers of the Property on notice of all of the terms and conditions of the Development Plan.

4. **LIENHOLDER CONSENT**

Each lienholder, if any, of record has consented to this Development Plan, including any and all dedications to the public. Lienholder consent is attached hereto and incorporated herein as

Exhibit "B".

5. **MISCELLANEOUS PROVISIONS**

5.1 **Assignment.**

Neither party may assign its rights and obligations under this Plan without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

5.2 **Necessary Documents and Actions.**

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Plan.

5.3 **Severability.**

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.4 **Entire Plan.**

This Plan constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 **Applicable Law.**

This Plan shall be construed under and in accordance with the laws of the State of Texas.

5.6 **Venue.**

All obligations of the parties created hereunder are performable in Williamson County, Texas and venue for any action arising hereunder shall be in Williamson County.

5.7 No Third Party Beneficiaries.

This Plan, express or implied, is not intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Plan.

5.8 Duplicate Originals.

This Plan may be executed in duplicate original, each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Plan may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER(S)
North Town Commons LLC
William R Russ
Member 3874 Limmer Loop

CITY OF HUTTO, TEXAS
City of Hutto, Texas 401 West Front
Street Hutto, Texas 78634
Attn: Community Development Director
Hutto, Texas 78634

Robert M. Castle, Jr. and William Randall Russ
3874 Limmer Loop Hutto, Texas 78634
Trim Tech of Austin, Inc.
Sam Culpepper, Vice President 902
Tradesmen’s Park Loop Hutto, Texas 78634
Nancy N. Rabb Properties, LTD.
Cary Rabb, President 2604 Sunrise Road Round
Rock, Texas 78664

5.10 Effective Date.

This Plan shall be effective from and after the date of due execution hereof by all parties.

5.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Plan may be appealed to the City Council in writing within thirty (30) days following receipt by the Owner of the written confirmation of the decision.

5.12 Sunset Provision

In the event that this Planned Unit Development is not recorded by the Williamson County Clerk within two years from the date the Planned Unit Development is approved by the City Council, then the Planned Unit Development shall be automatically voided, and the Property described in **Exhibit “A”** shall be zoned B-2 (General Commercial) Zoning District.

II DEVELOPMENT PLAN

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Hutto, Texas, hereinafter referred to as "the Code"

2. PROPERTY

This Development Plan (hereinafter referred to as "Plan") covers approximately 28.449 acres of land, located within the city limits of Hutto, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto.

3. PURPOSE

The purpose of this Plan is to insure that a PUD is 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse affect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. Specifically areas of the plan proposed as and identified as commercial use shall be subject to B-1 (Local Commercial District), B-2 (General Business District) zoning conditions and areas of the plan proposed as and identified as industrial use shall be subject to LI (Light Industrial) zoning conditions. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. **PERMITTED USES**

The Property shall be used and developed as shown in **Exhibit "C"** (Master Plan) and described in **Exhibit "F"** (Development Standards), and attached hereto and incorporated herein.

6. **SIGNS**

Signs shall be permitted within the Property and conform to the City of Hutto Unified Development Code, except for the following specific allowances:

- a. One (1) twenty (20) foot tall Development Identification Sign shall be allowed near the intersection of FM 1660 North and Limmer Loop with a maximum of one-hundred (100) square feet of display on each face of sign.
- b. One (1) Multi-Tenant sign, with a maximum height of ten (10) feet and forty-two (42) square feet of display on each face of sign shall be allowed at the common access driveway for Lots 6, 7, 8 & 9 , Block A and the common access driveway for Lots 10, 11, 12 & 13, Block A.
- c. Wall signs advertising the business are limited to one (1) sign per tenant on the main building on each lot.

Signs shall be shown in **Exhibit "D"** (Sign Master Plan), attached hereto and incorporated herein.

7. **BUILDINGS**

Unless otherwise identified in this Plan, building size, dimension and setbacks for all parcels shall be in accordance with the City of Hutto's Unified Development Code. All buildings shall be 100% masonry.

8. **LANDSCAPE, SETBACKS AND BUFFERING Landscape**

Landscape shall conform to existing City of Hutto Unified Development Code. Enhanced landscaping requirements that are applied to this development are described in **Table 1.1** and illustrated in **Exhibit "E"** (Master Landscape Plan), and attached hereto and incorporated herein. Property owners shall be responsible for maintaining all landscaping.

Table 1.1		
TABLE 1.1		
LANDSCAPE REQUIREMENTS		
LOCATION: Lots: 1 through 15 of Block A and Lots: 1 through 4 of Block B		
ZONE: PUD		
USE: Commercial and/or Industrial		
ITEM	CURRENT CITY CODE REQUIREMENTS	NORTH TOWN COMMONS PUD PROVISIONS
STREET YARD (between front face of buildings and the street / R.O.W.)	100% landscaping all pervious areas.	100 % landscaping all pervious areas
	20% landscaping area	25 % landscaping area
	Minimum = 2 trees 1 caliper*/ea.	8 trees @ 2" caliper*/ea.
MATERIAL REQUIREMENTS	Minimum = 8 shrubs (1 gal.)/acre	2 shrubs (3 gal.)/street yard parking space <i>or</i>
		1 Vi shrubs (5 gal.)/street yard parking space <i>or</i>
		1 shrubs (7 gal.)/street yard parking space
ADDITIONAL GREENSPACE (Lots: 7, 8, 11, 12, and 15 of Block A)	15' buffer at south property line	
		25' buffer at south property line w/ 2" trees at 40' on center

* As measured twelve (12) inches from the top of the root ball.

Setbacks

Setbacks shall conform to existing City of Hutto Unified Development Code. Setback requirements that are applied to this development are described in Table 1.2 and incorporated herein.

Table 1.2	
Lots along FM 1660 North and Limmer Loop - SETBACK REQUIREMENTS	
LOCATION: Lots: 1 through 6, 9-10, 13 through 15 of Block A and Lot 1 of Block B	
ZONE: PUD	
USE: Commercial and/or Industrial	
BUILDING SETBACK	Thirty-five (35) foot minimum dedicated along FM 1660 North and Limmer Loop.

Commercial Lots Abutting Residential District (East Boundary) SETBACK REQUIREMENTS	
LOCATION: Lots: 1 through 4 of Block B	
ZONE:	PUD
USE:	Commercial
BUILDING SETBACKS	Twenty-five (25) foot minimum between site development and residential use property lines. Twenty-five (25) foot minimum adjacent to proposed public street within this development.
Industrial Lots Abutting Residential District (South Boundary) - SETBACK	
LOCATION: Lots: 7, 8, 11, 12, and 15 of Block A	
ZONE:	PUD
USE:	Industrial
BUILDING SETBACKS	Seventy-five (75) foot minimum for main buildings adjacent to residential use property line Fifty (50) foot minimum for accessory buildings adjacent to residential use property line

Fencing

Fences shall conform to existing City of Hutto Unified Development Code, as amended, or as modified in Development Standards, Exhibit "F".

Table 1.3

TABLE 1.3

Commercial Lots Abutting Residential District (East Boundary) — FENCING

REQUIREMENTS

LOCATION: — Lots: 1 through 4 of Block B

ZONE:	PUD
USE:	Commercial
ITEM	REQUIREMENTS
FENCING SETBACKS	Six (6) foot tall green vinyl clad chain link fence with green vinyl inserts shall be constructed along common property line adjacent to all residential districts. Buffering and fencing shall meet the minimum standards of the Unified

Industrial Lots Abutting Residential District (South Boundary) — FENCING

REQUIREMENTS

LOCATION: — Lots: 7, 8, 11, 12, and 15 of Block A

ZONE: — PUD

USE: — Industrial

ITEM	REQUIREMENTS
FENCING SETBACKS	Six (6) foot tall green vinyl covered chain link fence with green vinyl clad inserts shall be provided at residential district property line. Buffering and fencing shall meet the minimum standards of the Unified Development Code, as amended

Building Height

Building height shall conform to the City of Hutto Unified Development Code, as amended, or as modified in Development Standards, Exhibit “F”. except as described below. Different building height requirements that are applied to this development are described in Table 1.4 and incorporated herein.

Table 1.4

TABLE 1.4

Commercial Lots Abutting Residential District (East Boundary) — BUILDING HEIGHT

REQUIREMENTS

LOCATION: — Lots: 1 through 4 of Block B

ZONE: — PUD

ITEM	USE: — Commercial
BUILDING HEIGHT	REQUIREMENTS
	Fourteen (14) foot maximum height at eave line.
	Thirty four (34) foot maximum height at roof ridge line.

9. DEVELOPMENT STANDARDS

The Property shall be developed in accordance with the Development Standards set forth in **Exhibit "F"** (Master Building and Color Scheme Plan), attached hereto and incorporated herein.

10. UNDERGROUND UTILITY SERVICE

All internal utility lines must be underground to connection points provided by the utility service provider, excluding primary electrical/transmission lines. All transformers must be visually screened.

11. ACCESS DESIGN

Driveway access to FM 1660 North and Limmer Loop shall be limited to locations shown in **EXHIBIT "C"** (Master Plan) as approved by the Texas Department of Transportation (TxDOT), Williamson County, and shall meet all requirements of the City of Hutto. All Joint Access Easements, Drainage Easements and Public Utility Easements shall not prohibit public access and access by all governmental and emergency vehicle access and service.

~~The new public street will be 36' pavement with curb and gutter, within a 60' dedicated public right of way. Street cross sections shall be submitted for review prior to their construction.~~

12. PHASING

The development shall proceed in an orderly fashion. Lots may be platted if the infrastructure, including Joint Access Easements, Drainage Easements and Public Utility Easements, are in place or if the Property Owners provide fiscal surety for infrastructure as a condition of Final Plat approval.

13. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

13.1 Minor Changes

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively. Changes must be made in writing, and approved by the Community Development Director, City Engineer and the City Attorney.

13.2 Major Changes

All changes not permitted under Section 13.1 above, shall require approval under the same procedure required by the original PUD application.

EXHIBIT “F”
DEVELOPMENT STANDARDS
COMMERCIAL AND INDUSTRIAL DEVELOPMENT PARCELS

The following Development Standards shall apply to all development on portions of the Property, which are identified as Commercial and Industrial Development Parcels on the Plan attached as **Exhibit “C”** (Master Plan).

1. PERMITTED USES:

The following principal uses are permitted:

Lots 1, 2, and 3 of Block A:

All B-1 (Local Commercial) Zoning District uses identified in the current City of Hutto Unified Development Code and any Auto Service Facility with similar use allowances as defined by Sections 1.412 (2)(a) and 1.412 (2)(b) of the Code.

Lots 1 through 4 of Block B:

All B-1 (Local Commercial) Zoning District uses identified in the City of Hutto Unified Development Code, excluding Auto Service Facilities, and Day Care provided that each daycare building is a maximum of 10,000 gross square feet and the lot area is sufficient to contain the parking and peak traffic vehicles on-site. No uses will be permitted that generate exceedingly loud, disturbing noise levels before 7:00 AM or after 7:00 PM. No operation of any all-night or 24-hour businesses.

All proposed Industrial Use Lots as shown in **Exhibit “C”** (Master Plan):

All LI (Light Industrial) Zoning District uses identified in the current City of Hutto Unified Development Code. **The L1 buildings are permitted to operate up to twenty-five percent (25%) of their floor area as retail space ancillary to their L1 use.**

2. PROHIBITED USES:

The following uses are prohibited on the Property: all cell towers; other free standing towers over forty-six feet (46') in height (wind turbines to generate electricity shall be measured from the rotating shaft height), flea markets, sexually oriented businesses, outdoor amusement parks or carnivals, recreational vehicle parks, outdoor shooting ranges, pawn shops, heavy equipment sales (agricultural tractors and implement sales are allowed), kennels (but not prohibiting pet shops and veterinary clinics with overnight facilities), vehicle sales, automotive sales (including boats, recreational vehicles and trailer sales).

3. OUTDOOR SALES & DISPLAYS:

Outdoor sales and displays are permitted as accessory uses in conjunction with, a building only in an area designated on the site plan approved by the Director of Planning for such building or an amended site plan approved at a later date. All outdoor sales and display areas shall be located and operated as part of the principal use of a tenant in a multi-tenant building, and shall not comprise a separate business use. **Artistic building murals are permitted on one wall of the building contingent on approval of city staff.**

DEVELOPMENT STANDARDS:

- 3.1 All building shall be 100% percent masonry (except for doors, windows, roofs, patios, balconies, awnings, gutters, special decorative features including aluminum composite panel allowed, and trim. Masonry shall mean brick, stone, stucco, concrete panels, EFIS (Exterior Finish Insulation System), fiber cement siding such as Hardi Board, or CMU
- 3.2 All exterior color shall be of neutral muted tones compatible with the PUD color scheme and architectural design standards set by this agreement. Primary color shall be cream, light grey or beige limestone. No weathered brown limestone will be allowed. Accent colors and special decorative features shall be less than 40% of exterior areas.
- 3.3 ~~Industrial Lot:~~ Peaked Roof Buildings fronting on Limmer Loop shall be a maximum of thirty-four (34') feet high at eave line and a maximum of forty-five (45') feet high at roof ridge line. Mezzanines are allowed on peaked roof buildings.
- 3.4 Flat roof buildings shall be a maximum of forty-six (46') feet high with roof slope not less than 1/8" per foot. Not more than 4 floors are allowed for flat roof buildings.
- 3.5 One (1) Industrial lot building may have a second level area that is no larger than the gross ground level building area. Industrial uses that employ seasonal workers may utilize the second level area as temporary lodging for the workers. Such facilities shall meet all Building, Fire and Access Codes.

4. SERVICE & LOADING AREAS:

All service and loading areas shall be in compliance with B-1 (Local Business) Zoning District and LI (Light Industrial) Zoning District requirements as identified in the Unified Development Code, unless otherwise noted in this document. On-Street loading or unloading is prohibited for any lot.

5. INDUSTRIAL LOT FENCING:

All internal **industrial** lot fencing shall be **either** green vinyl-coated chain link **or meet the minimum requirements of the Unified Development Code, as amended.**

6. IRRIGATION:

An underground, automatic irrigation system must be installed in all landscaped areas, other than areas approved by the City for plant materials that do not normally require irrigation. Drip irrigation is encouraged, and all irrigation must effectively water all the landscaped areas. All irrigation systems shall be inspected and approved prior to the issuance of a certificate of occupancy for the building for which the landscaping is required.

7. SITE PLAN REQUIRED:

A site plan for each lot or phase of development shall be submitted to the City to ensure compliance with the terms of this Agreement and all ordinances and requirements of the City of Hutto prior to the issuance of each building permit.

8. PARKING STANDARDS:

All parking for individual lot developments shall comply with requirements of the City of Hutto Unified Development Code.

9. MASTER DRAINAGE PLAN AND RECIPROCAL DRAINAGE EASEMENT:

Subdivision development shall include Drainage Easements with adequate surface or underground

conveyances to serve each individual lot. Drainage conveyances shall collect and route runoff from each lot to established area natural drainage patterns. Each individual lot shall provide for on-site storm water detention facilities designed and constructed in accordance with the storm water policy of the City of Hutto. All drainage facilities shall be private and those located on individual lots shall be maintained by the individual lot owner. No drainage improvement shall be altered by the individual lot owner in any manner that would impede the intended use of other lot owners or any off-site drainage conveyance through the development site. Any such alteration shall not commence until an engineering plan has been submitted and approved by the City. On-site detention shall provide such that peak developed flows are no greater than pre-developed peak flows.

10. UTILITY EASEMENT:

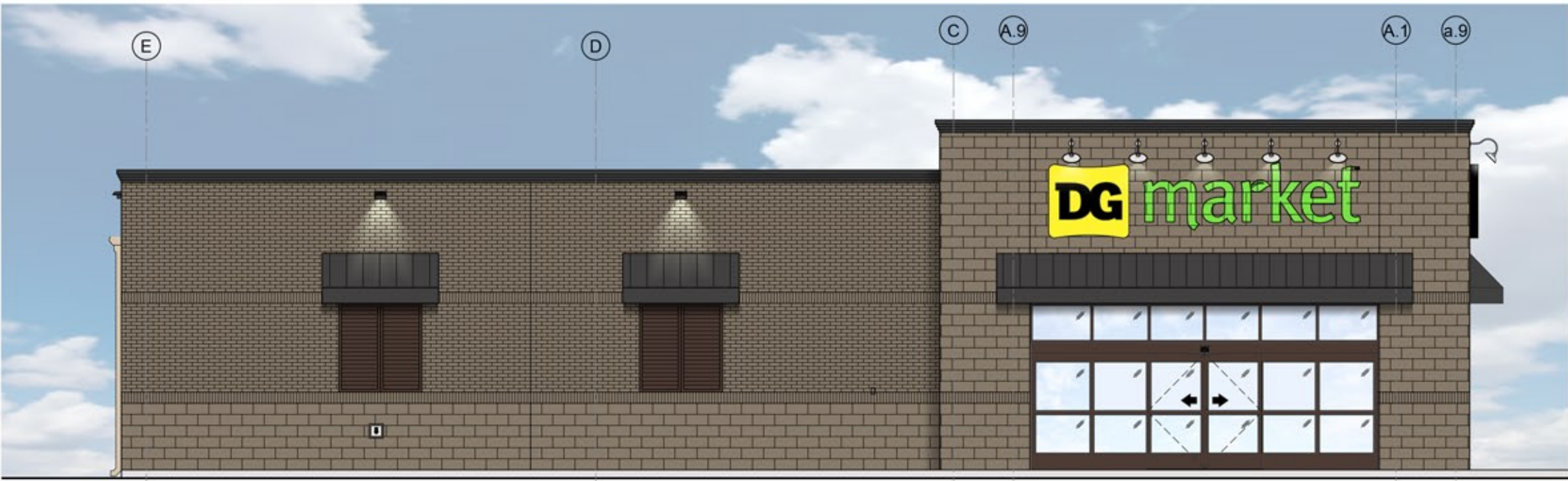
Developer or Property Owner shall dedicate Public Utility Easements (P.U.E.) to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, use and remove public utility lines, facilities and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris, in, upon, over, under, above and across the Property and shall be dedicated by this subdivision development to allow for individual lot service of each public utility.

11. RECIPROCAL JOINT USE ACCESS, DRAINAGE AND PUBLIC UTILITY EASEMENTS:

The above-described easements are as shown on the Development Plan and are intended as reciprocal access easement between and among Property Owners granting the right of free and uninterrupted ingress and egress for persons, vehicles, and equipment necessary or convenient for use in the PUD, specifically granting the right for all persons and/or members of the general public to come on and be present within the boundaries of the PUD property, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris in, upon, over, and across said Property, and provide for unrestricted access of all governmental and emergency service vehicles and equipment as necessary.

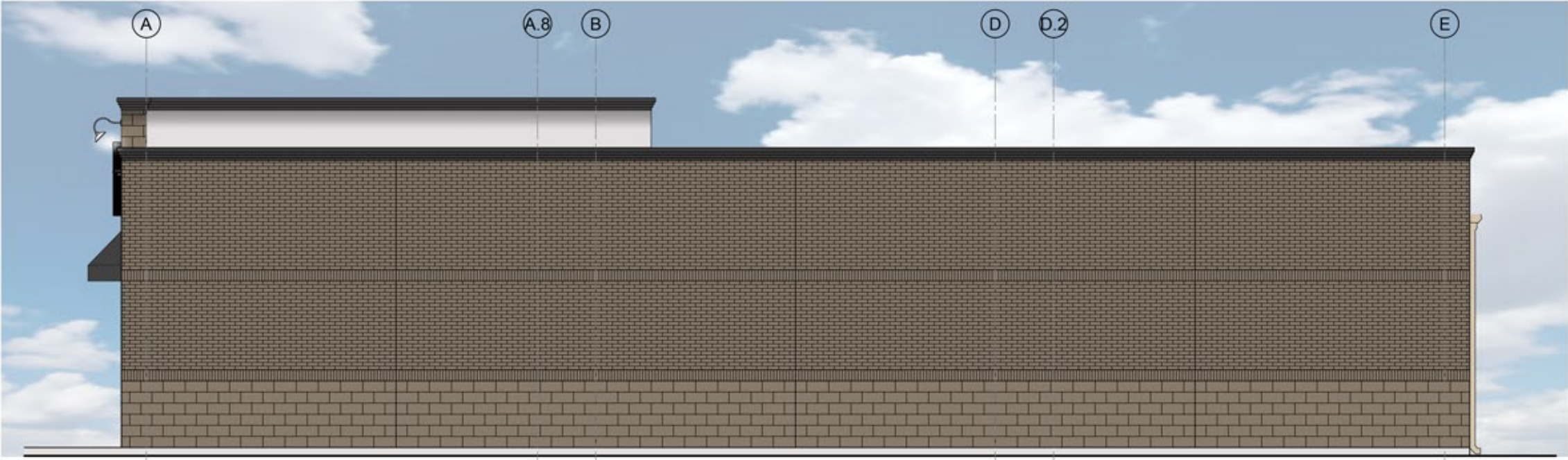
12. PARKING LOT LIGHTING:

All lighting shall be in compliance with standard B-1 (Local Commercial) Zoning District and LI (Light Industrial) Zoning District requirements. Maximum height of a lighting fixture shall not exceed thirty (30) feet. No site lighting shall create an area of illumination on any adjacent residential use areas.



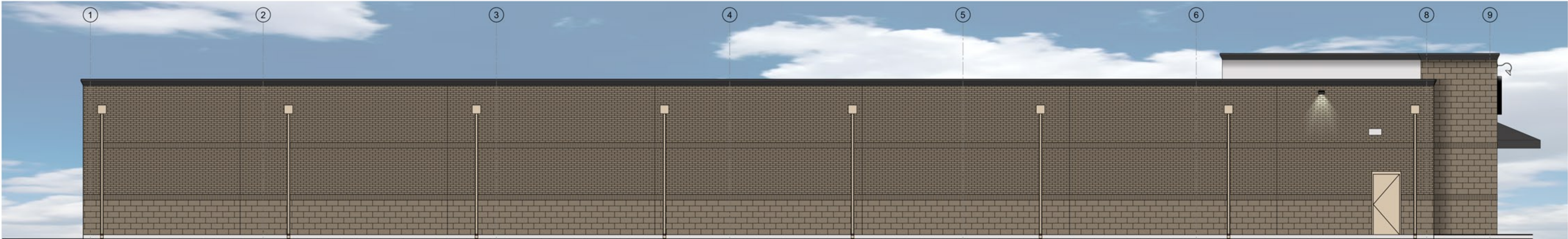
FRONT ELEVATION

1/8" = 1'-0"



REAR ELEVATION

1/8" = 1'-0"



LEFT ELEVATION

1/8" = 1'-0"



RIGHT ELEVATION

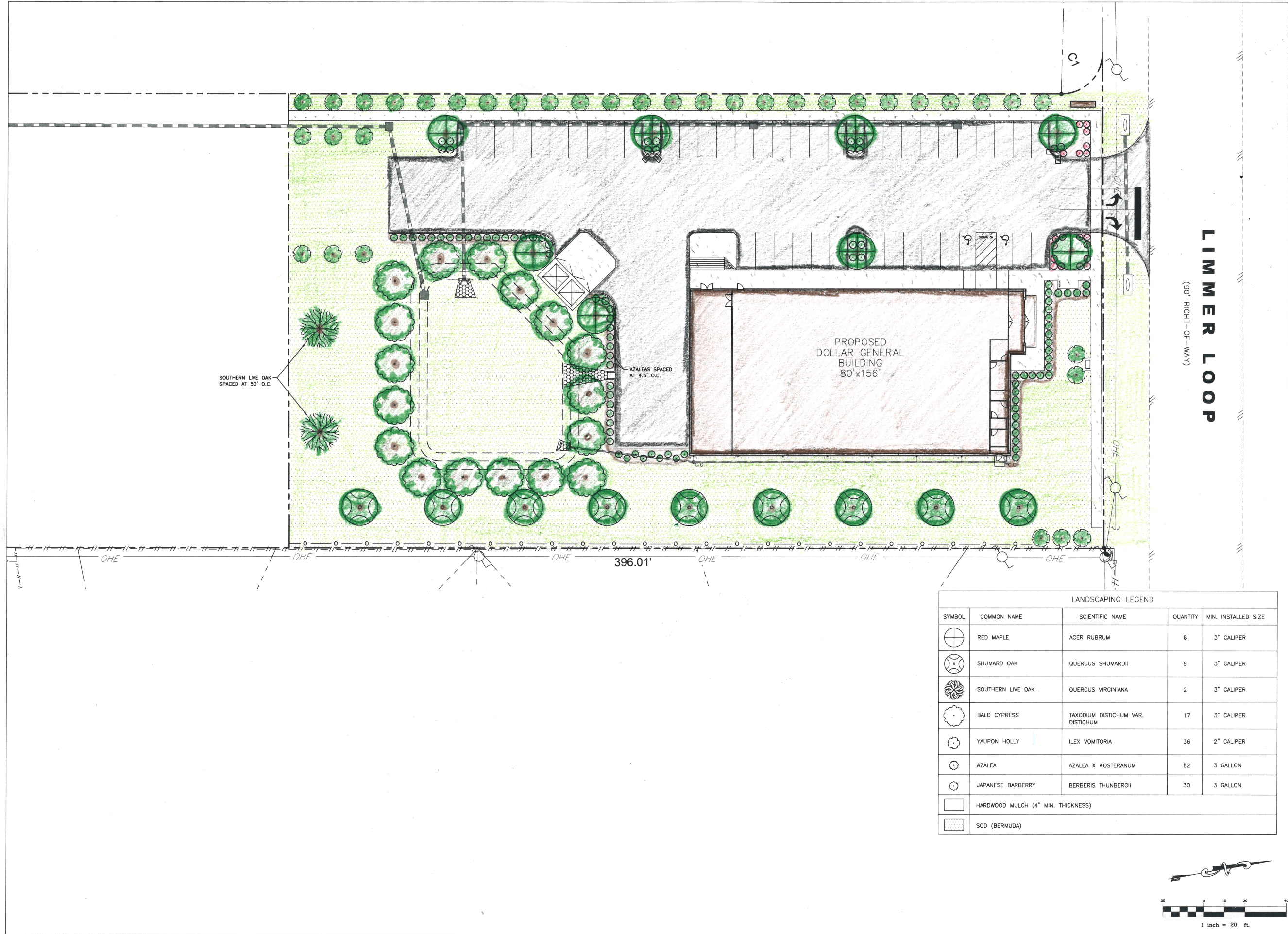
1/8" = 1'-0"

EXTERIOR FINISHES						
EXTERIOR FINISHES TO MATCH OR BE EQUAL TO VP METAL BUILDING SYSTEMS FINISH SELECTION.						
	MATCH SHEETWORK FINISHES SW7005 "KILM BEIGE"	PANT CO FINE FINISH TO MATCH SHEERWIN WILLIAMS SW 7032 "WARM STONE"	BLACK	BRONZE	POLAR WHITE	GALVALUME
GUTTERS	•					
DOWN SPOUTS	•					
METAL PANELS-FRONT: REVERSE-RIB PROFILE	•					
METAL PANELS-SIDE & REAR	•					
BRICK		•				
AWNINGS/CANOPIES			•			
COPING & ROOF TRIM			•			
STOREFRONT SYSTEM				•		
STANDING SEAM METAL ROOF PANELS						•
LINER PANELS, 28 GA. (INTERIOR SALES FLOOR AND RECEIVING AREA)					•	
RECEIVING & EMERGENCY EXIT DOORS (EXTERIOR OF DOORS TO BE PAINTED, REFER TO DOOR SCHEDULE)	•					

- KILM BEIGE
- WARM STONE
- BRONZE



DOLLAR GENERAL
HUTTO, TX



CIVIL ENGINEER: **BERRY ENGINEERS LLC**
63 BROAD ST NW
CLEVELAND, TN 37311
TEL: (615) 790-5880
FIRM REGISTRATION: F-15079

DEVELOPER: **DG HOLDINGS, LLC**
825 SISK AVE, SUITE 200
OXFORD, MS 38655

PROJECT: **DOLLAR GENERAL**
LIMMER LOOP
HUTTO, TX

FOR REVIEW

REVISIONS	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

SHEET NAME: **LANDSCAPE PLAN**

DATE: 11/4/2022
DRAWN BY: CMB
CHECKED BY: BMB
PROJECT NO.: 22047
SHEET NUMBER: **L-01**

ORDINANCE NO. 2023-006

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE NORTHTOWN COMMONS PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE ADOPTED IN ORDINANCE NO. O-17-10-19-8B, BY REPLACING THE DEVELOPMENT PLAN WITH THE REVISED PLAN ATTACHED AS EXHIBIT "B" AND ATTACHED HERETO, FOR 28.449 ACRES, MORE OR LESS, OF LAND, IN HUTTO, WILLIAMSON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR AN ENFORCEMENT CLAUSE, PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Northtown Commons Planned Unit Development (PUD) by replacing the Development Plan with the revised plan attached as **Exhibit "B"** being attached hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 3rd day of January, 2023, and;

WHEREAS, on the 5th day of January, 2023, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

- 1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
- 2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and
- 3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
- 4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and

- 5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and
- 6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and
- 7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
- 8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

That the Northtown Commons Planned Unit Development (PUD) is hereby amended for the property described in the **Exhibit "A"**, attached hereto and incorporated herein, and the Development Plan attached hereto as **Exhibit "B"** and incorporated herein.

SECTION II. Enforcement Clause

The property described in **Exhibit "A"**, attached hereto and incorporated herein, shall be used only in the manner and for the purposes provided for by the Hutto Unified Development Code and the Hutto City Code, as may be amended, and violations of this ordinance may be enforced as allowed by state law, the Hutto Unified Development Code and the Hutto City Code, as may be amended.

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. Effective Date

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

READ and **APPROVED** on first reading on this the **5th** day of **January, 2023** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this ____ day of _____, **2023** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

11.3.



To: City Council

Subject: Conduct a Public Hearing and take possible action on Ordinance No. O-2022-059 approving the proposed Specific Use Permit for the Hutto Independent School District at 573 Chris Kelley Boulevard (Hutto High School), 76.135 acres, more or less, of land, to allow a reduction in the required landscaping (UDC 10.407.5), required parking (10.405.9) and roof-mounted mechanical equipment (10.406.6.8). (First Reading) (Ashley Bailey)

a. Consideration and possible action on Ordinance No. O-2022-059 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13. (Legal)

Meeting: Thursday, January 5, 2023

Department: Development Services /

Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The proposed Specific Use Permit is for the Hutto ISD High School modernization project at 573 Chris Kelley Boulevard.

Property Owner: Hutto Independent School District
Current Zoning: Residential
Current Land Use: Hutto ISD High School
Future Land Use Designation: Institutional

SUMMARY OF REQUEST:

The property is approximately 76.135 acres of land and is currently zoned Single-family Residential (SF-1). This request is tied to the campus renovations. The applicant is asking for a reduction in the required landscaping, parking, and defining the roof mounted equipment screening per the Interlocal Agreement between the City of Hutto and Hutto ISD. The district will not be changing or increasing the student capacity with this project.

At the previous City Council meeting, this item was tabled to provide the ISD adequate time to determine if there are any trees that had been removed and not yet replaced, have the Police Chiefs for the ISD and City of Hutto discuss the traffic mitigation needs due to the upcoming construction, scope a full TIA with city staff for this campus and any anticipated expansions.

The ISD is proposing shared parking between several campuses to meet the minimum number of parking spaces needed to accommodate the stadium. Per the UDC, the stadium requires one space

AGENDA ITEM REPORT

11.3.



for every five seats, thus 2,000 parking spaces per the code. The ISD can currently provide 1,969 parking spaces between Hutto High School and the adjacent Nadine Johnson Elementary School. To offset the 31-space reduction in parking on-site, the ISD will direct overflow parking to other adjacent campuses and utilize shuttles when necessary. A parking plan and parking adjacency exhibit is attached.

The second part of this request is to reiterate adherence to HB2439, which limits regulation of building products. The ISD is proposing to incorporate additions to the building to substantially match the existing building and metal panels in lieu of E.F.I.S. to further match the aesthetic of the stadium. The buildings may have walls longer than 100ft without a break and limiting windows due to programming, and roof mounted equipment will be limited from sight along US79 and Chris Kelly, but may have some portions visible on the rear of the building along Front Street, which occurs now. While these requests don't meet the minimum UDC requirements, the requests can be accommodated within the existing ILA in meeting the spirit of the UDC. A plan is attached to the item showing the mechanical equipment screening and visibility.

The proposed landscaping does not comply with section 10.407.5 of the UDC in which 15% of the total developed area should be landscaped at a ratio of 2 large trees and four shrubs for every 500 square feet of required landscaping area. However, the Interlocal agreement contains language specific to modifying landscaping requirements with a specific use permit application. The ISD is requesting to plant 30% of the required trees and plant an additional 34 trees, as was approved with the stadium renovations. Overall, the reduction is 245 trees within the landscaped areas and parking lots and a reduction for the parking screening from 74 trees to 25 trees. A landscaping plan attached to show how the proposed trees will be spread across the campus and the additional 34 trees along the rail frontage.

After a lengthy discussion with the Planning and Zoning Commission, the ISD will provide the following:

- Approve definition of screening on the roof for the portions of new construction only,
- Approve parking space reduction of 31 spaces, to 1,969 parking spaces, requiring Hutto ISD to provide a shuttle when necessary,
- Provide 185, five gallon shrubs locating two shrubs per parking stall along Chris Kelly and the remainder on site (or 30% of the required shrubs, whichever is larger)
- Provide a minimum of 16, four-inch caliper trees along Chris Kelly Blvd along the new parking area,
- The remainder of the trees on site shall meet the reduction to 30% will be 3" caliper trees located on site.

Public Notice:

Per Section 10.203 of the UDC, all property owners within 600 feet of the site were notified. As of the writing of this staff report, there has been one response in support of the request.

STAFF REVIEW:

AGENDA ITEM REPORT

11.3.



Staff will begin work on the interlocal agreement with Hutto ISD in early January. Because of the timing of this modernization project, this project out-paces the ILA amendment process which is expected to take a few months to negotiate. Planning and Zoning Commission recommends approval of this SUP based on the provisions set forth in the existing ILA as conditioned:

Approve definition of screening on the roof for the portions of new construction only,
Approve parking space reduction of 31 spaces, to 1,969 parking spaces, requiring Hutto ISD to provide a shuttle when necessary,
Provide 185, five gallon shrubs locating two shrubs per parking stall along Chris Kelly and the remainder on site (or 30% of the required shrubs, whichever is larger)
Provide a minimum of 16, four-inch caliper trees along Chris Kelly Blvd along the new parking area,
The remainder of the trees on site shall meet the reduction to 30% will be 3" caliper trees located on site.

FISCAL NOTES:

Not applicable.

ATTACHMENTS:

1. HISD HHS A&R - SUP Application - 09.30 Update
2. SiteMap
3. HISD-SUP(Favor)
4. HISD HHS A&R - Requested Exhibits - 2022.12.28
5. 11.3 - O-2022-059 HISD HS modifications (revised)



SUBDIVISION CONSTRUCTION PLAN MASTER APPLICATION

City of Hutto
Engineering Department
500 W. Live Oak
Hutto, TX 78634
(512) 759-4016 Main
www.huttotx.gov

City Issued MPN # _____
Office Use Only

PROJECT NAME: Hutto High School Modernization Project APPLICATION TYPE: Specific Use Permit

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

Name: Garrett Martin

Company Name: Pfluger Architects, Inc.

Address: 209 E. Riverside Drive, Austin, TX 78704

Phone: 512-650-0115 Email: garrett.martin@pflugerarchitects.com

PROPERTY INFORMATION

Address: 101 Chris Kelley Blvd, Hutto, TX 78634

Legal Description: Lot(s) N/A Block N/A Subdivision N/A

Deed Reference: Volume 2281 Page(s) 451 or Document No. _____

City Limits or ETJ: City Limits Current Zoning District: SF-1

PROPERTY OWNER INFORMATION

Name: Mark Willoughby

Company Name: Hutto Independent School District

Address: 200 College Street, Hutto, TX 78634

Phone: 737-327-5342 Email: mark.willoughby@huttoisd.net

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Garrett Martin
Property Owner Signature

Garrett Martin
Property Owner Printed Name

08/04/2022
Date

THE STATE OF TEXAS

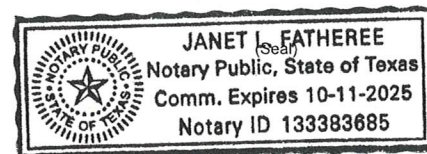
COUNTY OF Travis

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

Given under my hand and seal of office this 4th day of August, 20 22 A.D.

Janet L. Fatheree
Notary Public Signature

Janet L Fatheree
Notary Public Printed Name



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



**SPECIFIC USE PERMIT
APPLICATION**

Must be accompanied by a
Master Application
May 2019

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

PROJECT NAME: Hutto Independent School District Hutto High School Modernization Project

PROPERTY ADDRESS: 101 Chris Kelley Blvd, Hutto, TX 78634

Current zoning district: SF-1 Current Use: K-12 Education

Proposed Use: K-12 Education Code reference for specific use permit requirement: _____

Current zoning: North of property: B-2 South of property: B-1, B-2, SF-1
East of property: B-1, SF-1, SF-2, LI West of property: PUD

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

REQUIRED FOR SUBMITTAL

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

- ☒ Complete Master application and Specific Use Permit application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☒ Letter of intent explaining reason(s) for request.
- ☒ List of all property owners (from WCAD) within 200-ft of subject property.

REVIEW CRITERIA

- ☐ Uses requiring a specific use permit are listed in the permitted use tables of the UDC.
- ☐ Proposed use conforms to code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.
- ☐ Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- ☐ Site is a legal building lot.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published).
- ☐ Notification required 16 days prior to scheduled meeting date (mailed).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Check No.	Fees paid	PZ Mtg. date	CC Mtg. date

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

KNOW ALL MEN BY THESE PRESENTS:

01- 93030405

THAT BANK ONE, TEXAS, N.A. ("Grantor"), acting by and through its duly authorized agent, Bonnet Resources Corporation, an Ohio corporation, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it paid by HUTTO I.S.D. ("Grantee"), unto Grantor, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, all that certain land situated in the County of Williamson, State of Texas, and being more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes, together with, all and singular and any and all appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (said land, rights and appurtenances being hereinafter referred to collectively as the "Property").

This conveyance is made and accepted subject, subordinate and inferior to the easements, covenants and other matters and exceptions set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions"), but only to the extent they affect or relate to the Property, and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND AGREES, BY ITS ACCEPTANCE HEREOF, THAT THE PROPERTY IS CONVEYED "AS IS, WHERE IS" AND IN ITS PRESENT CONDITION WITH ALL FAULTS, AND THAT GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER, WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE

(s:\users\putnam\closing\hutto\apocvar deed)
March 29, 1993

61-43-1119

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, INCLUDING, BUT NOT LIMITED TO, THE AMERICANS WITH DISABILITIES ACT OF 1990 AND THE REGULATIONS PROMULGATED THEREUNDER, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES ON THE PROPERTY OR THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, OR OTHERWISE WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY), OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (collectively, the "Hazardous Substance Laws"). For purposes of this Deed, the term "Hazardous Substances" shall mean and include any substance, whether solid, liquid or gaseous: (i) which is listed, defined or regulated as a "hazardous substance", "hazardous waste" or "solid waste", or otherwise classified as hazardous or toxic, in or pursuant to any Hazardous Substance Laws; (ii) which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, or explosive or radioactive material; (iii) which is or contains petroleum, petroleum products, including any fractions or distillates thereof; (iv) which causes or poses a threat to cause a contamination or nuisance on the Property or on any adjacent property or a hazard to the environment or to the health or safety of persons on the Property, or (v) which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. As used in this Paragraph, the word "on" when used with respect to the Property or adjacent property means "on, in, under, above or about".

Taxes for the year 1993 have been prorated by the parties hereto as of the effective date of this Special Warranty Deed, and Grantee, by its acceptance of this Special Warranty Deed, assumes payment thereof.

The mailing address of Grantee is set forth below:

Hutto I.S.D.
Box 430
Hutto, Texas 78634-0430

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on this 29 day of March, 1993.

GRANTOR:

BANK ONE, TEXAS, N.A.
BY: BONNET RESOURCES CORPORATION,
its Agent

By: [Signature]
Name: Tom Condon Jr.
Title: Vice pres.

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on this the 29 day of March, 1993, by Tom Condon Jr. Vice pres. of Bonnet Resources Corporation, on behalf of said corporation, in its capacity as agent for BANK ONE, TEXAS, N.A., a national banking association, on behalf of said banking association.



[Signature]
Notary Public in and for the
State of Texas

My Commission Expires: 2-10-98

(Printed Name of Notary Public)

(c:\users\pam\working\hutto\spcw\ deed)
March 29, 1993

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE NATHANIEL EDWARDS SURVEY ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND DESCRIBED AS A 98.17 ACRE TRACT IN VOLUME 1601, PAGE 812 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron pin found at the Southeast corner of the said 98.17 acre tract, being at the Northeast corner of that certain 143.67 acre tract of land described in Volume 1841, Page 489 of the Official Records of Williamson County, Texas, for the Southeast corner and PLACE OF BEGINNING hereof;

THENCE along the South line of the said 98.17 acre tract, N 80° 22' 07" W for a distance of 1841.60 feet to a 1/2 inch iron pin found at the Southwest corner of the said 98.17 acre tract, being on the East r.o.w. line of F.M. Hwy No. 685 (a 100 foot wide public right-of-way), for the Southwest corner hereof;

THENCE along the West line of the said 98.17 acre tract, being the East r.o.w. line of F.M. Hwy No. 685, N 10° 00' 00" E for a distance of 1890.29 feet to a concrete r.o.w. monument found and N 44° 41' 42" E for a distance of 165.26 feet to a 1/2 inch iron pin set at the intersection of the East r.o.w. line of F.M. Hwy No. 685 and the South r.o.w. line of the I.&G.N. Railroad right-of-way, for the Northwest corner hereof;

THENCE along the North line of the said 98.17 acre tract, being the South line of the I.&G.N. Railroad right-of-way, N 79° 42' 36" E for a distance of 1861.07 feet to a 1/2 inch iron pin found at the Northeast corner of the said 98.17 acre tract, for the Northeast corner hereof;

THENCE along the East line of the said 98.17 acre tract, S 09° 57' 39" W for a distance of 2659.59 feet to the PLACE OF BEGINNING and containing 98.160 acres of land, more or less.

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

EXHIBIT "B"

1. The rights of Brushy Creek Water Control and Improvement District No. 1 to levy taxes and issue bonds.
2. Lack of access to Highway 79 across the railroad.
3. A non-executory, participating free royalty equal to one-half (1/2) of all oil royalty, gas royalty, and royalty on casinghead gas, together with one-half (1/2) of the royalty that may be created in any mineral lease executed by grantee, his heirs or assigns, and all rights incident thereto, as retained by grantors in deed dated December 20, 1984, executed by Elsie Gustafson et al to Tom E. Nelson, Jr., Trustee, recorded in Volume 1121, Page 403, Official Records, Williamson County, Texas.
4. Any portion of the subject property which may lie within the railroad.
5. Any portion of the herein described property which lies within the boundaries of a road or roadway.
6. Terms, provisions and conditions of unrecorded Farm Lease Agreement between BANK ONE, TEXAS, N.A., as Landlord, and Ross and Pat Stromberg, as Tenant.
7. Easement dated September 17, 1936, executed by Elof Gustafson and wife, Elsie Gustafson to Texas Power and Light Company recorded in Volume 282, Page 426, Deed Records, Williamson County, Texas.
8. Easement dated September 21, 1973, executed by Mrs. Elsie Gustafson to Jonah Water Supply Corp., recorded in Volume 581, Page 310, Deed Records, Williamson County, Texas. Said easement shall not exceed 15' in width.
9. Rights of parties in possession.
10. All those matters depicted on survey of the Property prepared by Roy D. Smith Surveyors, P.C. (Roy D. Smith, R.P.S. No. 4094) dated December 4, 1992, updated March 23, 1993.

(s: inners/petnam/closing (bette/colab/4.6)
March 29, 1993

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County Texas, as stamped hereon by me, on

APR 6 1993



Clair P. Byrnie
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Clair P. Byrnie
COUNTY CLERK

FILED FOR RECORD
WILLIAMSON COUNTY, TX.
1993 APR -6 PM 1:24

Property R020488 Owner HUTTO ISD Property Address 101 CHRIS KELLEY BLVD, HUTTO, TX 78634 Tax Year 2022 CERTIFIED 2022 Market Value \$39,518,185

2022 GENERAL INFORMATION

Property Status **Active**
 Property Type **C1**
 Legal Description **AW0225 AW0225 - Edwards, N. Sur., ACRES 76.135**
 Neighborhood **T14CS - Hutto School**
 Account **R-14-0225-0005**
 Map Number **3-4347**

2022 OWNER INFORMATION

Owner Name **HUTTO ISD**
 Owner ID **0021647**
 Exemptions **Exempt Property**
 Percent Ownership **100%**
 Mailing Address **PO BOX 430 HUTTO, TX 78634-0430**
 Agent **-**

2022 VALUE INFORMATION

Improvement Homesite Value **\$0**
 Improvement Non-Homesite Value **\$30,000,000**
 Total Improvement Market Value **\$30,000,000**
 Land Homesite Value **\$0**
 Land Non-Homesite Value **\$9,518,185**
 Land Agricultural Market Value **\$0**
 Total Land Market Value **\$9,518,185**
 Total Market Value **\$39,518,185**
 Agricultural Use **\$0**
 Timber Use **\$0**
 Total Appraised Value **\$39,518,185**
 Homestead Cap Loss **-\$0**
 Total Assessed Value **\$39,518,185**

Print
property
informat

2022 ENTITIES & EXEMPTIONS

Special Exemptions **EX - Exempt Property**

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		\$0	\$0	0	0
CHU- City of Hutto		\$0	\$0	0.536448	0
F00- Wmsn ESD #3		\$0	\$0	0.1	0
GWI- Williamson CO		\$0	\$0	0.400846	0
J02- EWC Higher Ed Center		\$0	\$0	0.04456	0
RFM- Wmsn CO FM/RD		\$0	\$0	0.04	0
SHU- Hutto ISD		\$0	\$0	1.4203	0
W09- Upper Brushy Creek WCID		\$0	\$0	0.0175	0
TOTALS				2.559654	

2022 IMPROVEMENTS

[Expand/Collapse All](#)

Improvement #1 State Code Homesite Total Main Area (Exterior Measured) Market Value
 - **XV - Other Exemptions** **No** - **\$30,000,000**

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	1998	-	\$10,000,000	Details
2	Main Area	2008	-	\$20,000,000	Details

2022 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Commercial	XV - Other Exemptions	No	\$9,518,185	\$0	\$0	3,316,441 Sq. ft
TOTALS						3,316,441 Sq. ft / 76.135000 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	APPRAISED	HS CAP LOSS	ASSESSED
2021	\$30,000,000	\$8,291,102	\$38,291,102	\$0	\$0	\$38,291,102	\$0	\$38,291,102
2020	\$28,500,000	\$7,876,546	\$36,376,546	\$0	\$0	\$36,376,546	\$0	\$36,376,546
2019	\$30,000,000	\$5,671,114	\$35,671,114	\$0	\$0	\$35,671,114	\$0	\$35,671,114
2018	\$30,000,000	\$5,521,874	\$35,521,874	\$0	\$0	\$35,521,874	\$0	\$35,521,874
2017	\$30,000,000	\$5,521,874	\$35,521,874	\$0	\$0	\$35,521,874	\$0	\$35,521,874

SALES HISTORY

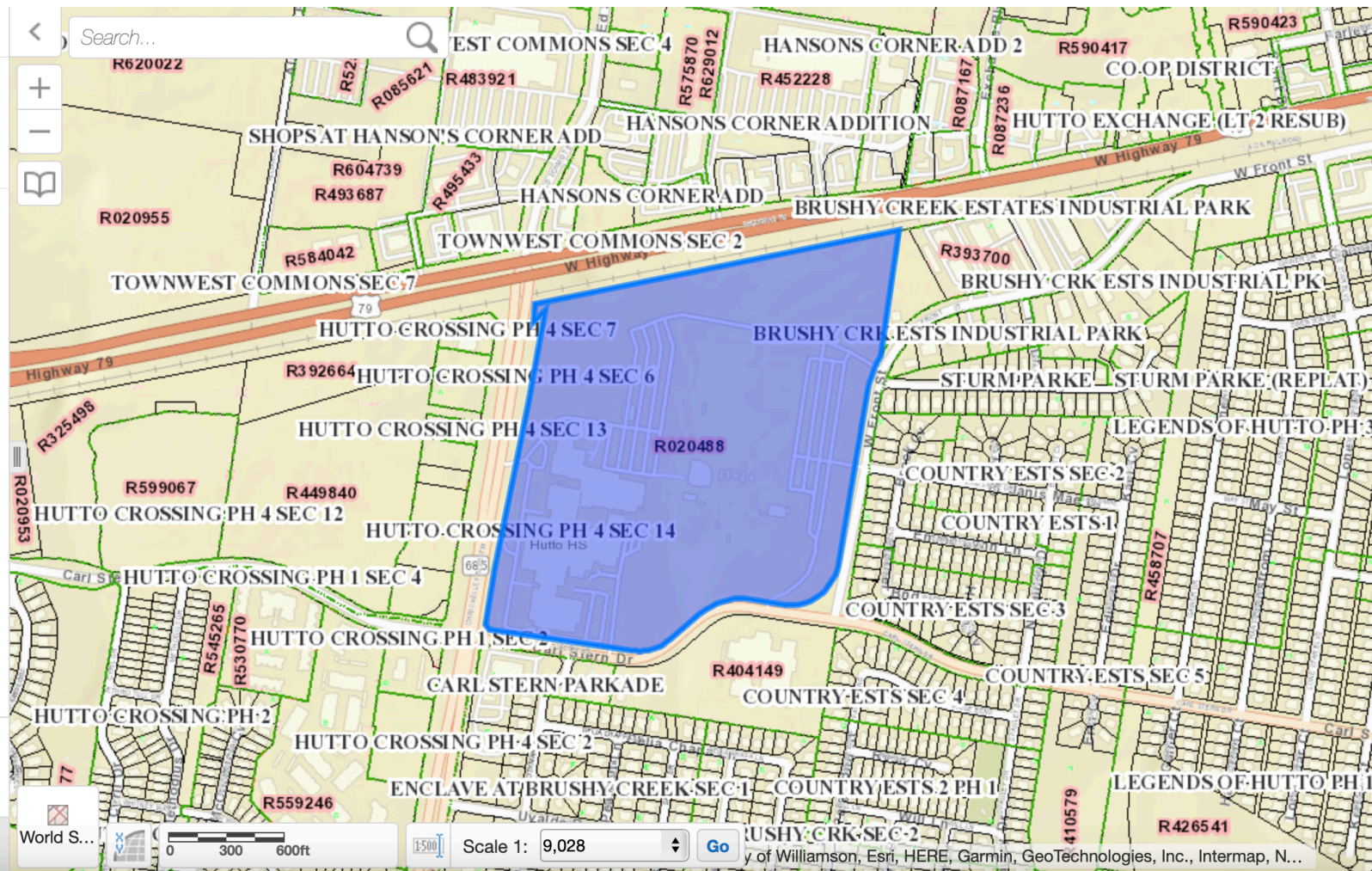
DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
3/29/1993	BANK ONE TEXAS N A	HUTTO ISD	-	2281/451
2/9/2007	HUTTO ISD	CITY OF HUTTO	-	
2/2/1993	NELSON TOM E JR TRUSTEE	BANK ONE TEXAS N A	-	2259/323
	GUSTAFSON, ELSIE	NELSON TOM E JR TRUSTEE	-	1121/403

Tax Parcel (1)

☆ Tax Parcel: R020488

Owner:
 HUTTO ISD

Site Address:
 101 CHRIS KELLEY BLVD, HUTTO, TX 78634

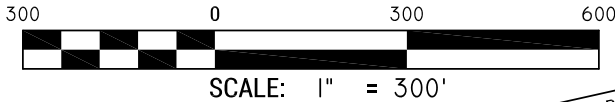
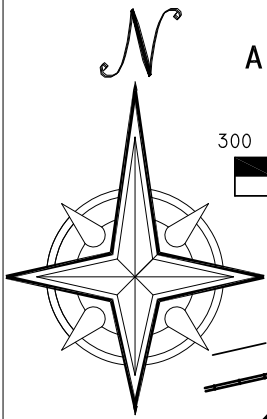


Displaying 1 - 1 (Total: 1)

HUTTO HIGH SCHOOL SURVEYOR'S SKETCH

A REMAINDER OF 76.46 ACRES OUT OF 98.17 ACRES RECORDED IN VOLUME 2281

PAGE 454



US HIGHWAY 79
R.O.W. VARIES

MISSOURI-PACIFIC RAILROAD
S77° 17' 57"W
1861.07'

FARM TO MARKET 685
R.O.W. VARIES

S7° 35' 58"W
445.94'

L=311.047, R=8600.000
CB=S08° 38' 08"W

300.95'
S9° 40' 18"W

L=303.807, R=8400.000
CB=S08° 38' 08"W

290.51'
S7° 35' 58"W

S3° 33' 52"E
35.25'

CARL STERN DRIVE
80' R.O.W.

NEIGHBORHOOD STREET
40' PAVEMENT WIDTH
DOC NO. 2000005175

L=232.213, R=227.837
CB=N69° 49' 02"E

S82° 38' 23"E
708.16'

L=295.221, R=340.000
CB=N72° 25' 45"E

N47° 33' 39"E
199.97'

L=328.208, R=260.000
CB=N43° 42' 49"E

S83° 12' 32"E
278.27'

CITY OF HUTTO
0.35 ACRES
DOC#2007016310

HUTTO ISD
REMAINDER OF 98.17 ACRES
VOL:2281 PG454

FRONT STREET
80' R.O.W.

NEIGHBORHOOD STREET
40' PAVEMENT WIDTH
DOC NO 2000005175
DOC NO 200049405

COUNTRY ESTATES SECTION 3
CABINET S
SLIDE 362
DOC#2000047578

COUNTRY ESTATES SECTION 4
CABINET S
SLIDE 364 & 365
DOC#2001011504

THE ENCLAVE AT BRUSHY CREEK SECTION 1
CABINET Y
SLIDE 67

COUNTRY ESTATES II PHASE

LEGEND

● 1/2" REBAR FOUND

☒ TXDOT CONCRETE MONUMENT FOUND

THIS MAP REPRESENT A PARTIAL PRELIMINARY BOUNDARY SURVEY BASED ON
LIMITED SURVEY INFORMATION AND RECORD DRAWINGS
THIS SKETCH IS NOT TO BE USED AS A PART OF ANY LEGAL DOCUMENT

GIL ENGINEERING

CONSULTING ENGINEERS - SURVEYORS - DESIGNERS

504 E. BRAKER LANE, AUSTIN TEXAS 78753

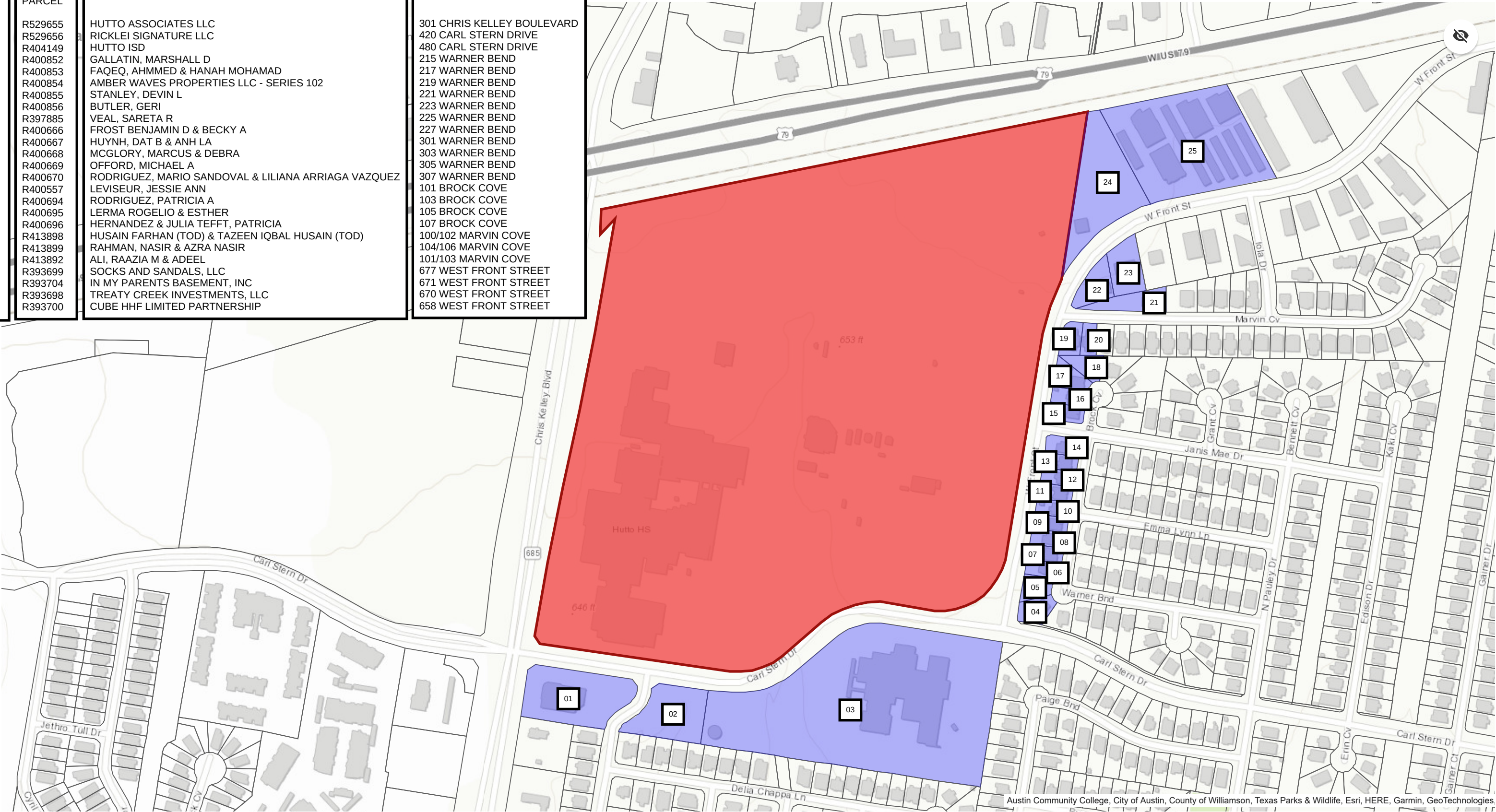
PHONE: (512) 835-4203

Texas Registered Engineering Firm F-1186

Texas Registered Surveying Firm 10022600



LOT	TAX PARCEL	OWNER	ADDRESS
01	R529655	HUTTO ASSOCIATES LLC	301 CHRIS KELLEY BOULEVARD
02	R529656	RICKLEI SIGNATURE LLC	420 CARL STERN DRIVE
03	R404149	HUTTO ISD	480 CARL STERN DRIVE
04	R400852	GALLATIN, MARSHALL D	215 WARNER BEND
05	R400853	FAQEQ, AHMMED & HANAH MOHAMAD	217 WARNER BEND
06	R400854	AMBER WAVES PROPERTIES LLC - SERIES 102	219 WARNER BEND
07	R400855	STANLEY, DEVIN L	221 WARNER BEND
08	R400856	BUTLER, GERI	223 WARNER BEND
09	R397885	VEAL, SARETA R	225 WARNER BEND
10	R400666	FROST BENJAMIN D & BECKY A	227 WARNER BEND
11	R400667	HUYNH, DAT B & ANH LA	301 WARNER BEND
12	R400668	MCGLORY, MARCUS & DEBRA	303 WARNER BEND
13	R400669	OFFORD, MICHAEL A	305 WARNER BEND
14	R400670	RODRIGUEZ, MARIO SANDOVAL & LILIANA ARRIAGA VAZQUEZ	307 WARNER BEND
15	R400557	LEVISEUR, JESSIE ANN	101 BROCK COVE
16	R400694	RODRIGUEZ, PATRICIA A	103 BROCK COVE
17	R400695	LERMA ROGELIO & ESTHER	105 BROCK COVE
18	R400696	HERNANDEZ & JULIA TEFFT, PATRICIA	107 BROCK COVE
19	R413898	HUSAIN FARHAN (TOD) & TAZEEN IQBAL HUSAIN (TOD)	100/102 MARVIN COVE
20	R413899	RAHMAN, NASIR & AZRA NASIR	104/106 MARVIN COVE
21	R413892	ALI, RAAZIA M & ADEEL	101/103 MARVIN COVE
22	R393699	SOCKS AND SANDALS, LLC	677 WEST FRONT STREET
23	R393704	IN MY PARENTS BASEMENT, INC	671 WEST FRONT STREET
24	R393698	TREATY CREEK INVESTMENTS, LLC	670 WEST FRONT STREET
25	R393700	CUBE HHF LIMITED PARTNERSHIP	658 WEST FRONT STREET



-97.565 30.542 Degrees

300ft



September 28, 2022

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

Re: Hutto Independent School District Hutto H.S. Modernization Project

Attention Development Services Department,

This Letter of Intent describes the specific areas of the Unified Development Code (U.D.C.) that Pfluger Architects and Hutto Independent School District (H.I.S.D.) are deviating from as part of the current Hutto High School (Hutto H.S.) Modernization project. Each deviation is addressed separated and supported by back-up documentation over the following pages. In each case we have been guided by our collective desire to be good stewards of tax-payer dollars, choosing to divert funds back into the educational environment while we adhere to the “spirit” of the U.D.C. as fully as possible.

■ Exhibit A : Parking (10.405.9)

Previously the City of Hutto declared the stadium at Hutto H.S. to be an Assembly space. Per U.D.C. Section 10.405.9.1, such designation requires 1 parking space for every 5 seats, or 2,000 spaces in this particular case. Between Hutto H.S. and neighboring Nadine Johnson E.S., H.I.S.D. can provide up to 1,575 parking spaces, requiring us to add 425 spaces as part of our scope. As shown in Exhibit A, though the design is only three spaces short, there are several outstanding concerns that could necessitate a reduction in spaces and scope:

- Cost estimates for the current layout are in development. If they return over budget, reductions will be required to complete the project.
- The current layout is unnecessarily complex, resulting in a circuitous circulation path and a couple of choke points within the added parking. Resolving these issues will require an alignment of drives and a reduction of spaces.

Despite the additions included in this scope of work, the campus is still 31 spaces short of the 2,000 required spaces. To compensate for this (and any future shortfalls), H.I.S.D. will direct overflow parking to a specific set of nearby campuses owned by the District and utilize a shuttle service to ferry visitors back and forth (see Exhibit A for more information). As an example, Farley M.S. and Ray E.S. (338 spaces) could be used for the communities south of US-79 and Hutto M.S. and Cottonwood Creek E.S. (334 spaces) for the communities north.

There is historical and ongoing precedent for this approach. Each year, H.I.S.D. partners with the City of Hutto to help with events like the KOKEFest Musical Festival at The Park at Brushy Creek. For that specific event, Farley M.S. and Ray E.S., along with Hutto H.S. and E.W.C.H.E.C. depending on demand and availability, are used for overflow parking. Between four and twenty buses travel the 16-to-20-minute route over the course of the three-day event without any issue.

■ **Exhibit B: Architectural Style, Language, and Materials (10.406.6.2, 3, 4, 7)**

Exhibit B includes a copy of Texas House Bill (H.B.) 2439 which prohibits the regulation of building products, materials, and methods beyond what is permitted in a national code model within the last three years. Our reading and interpretation of the bill has produced the following assumptions:

- H.B. 2439 Section 3000.002.a.1 relieves us of any material requirements found in U.D.C. Section 10.406.6.7.
- H.B. 2439 Section 3000.002.a.2, specifically the use of the word “aesthetic”, relieves us of the articulation and language requirements found in U.D.C. Sections 10.406.6.2, 10.406.6.3, and 10.406.6.4.

Having said this, our intent is to follow the language of the U.D.C. whenever possible.

- U.D.C. Section 10.406.6.2 requires buildings on a site to share a common, identifiable, complementary design or style. We intend to incorporate or adapt the existing language to all new building additions.
- U.D.C. Section 10.406.6.3 requires new building and changes to existing buildings to avoid a single, large dominant mass. Facing the adjacent public ways, the new additions devoted to the Dance, Theater, and C.T.E. programs are distinct elements, separated by significant changes in plane projection.
- U.D.C. Section 10.406.6.4 requires facades and walls to have a recognizable base and top. Each of our building additions facing the adjacent public ways have a masonry base that matches or reflects the existing structure. For the top, we’ve opted for metal panel that reflects the language of the Stadium and provides a more robust and reliable product than the existing E.I.F.S.
- U.D.C. Section 10.406.6.4.3 and 10.406.6.4.4 require walls more than 100 feet in length to have projections of 3% of the façade length that extend at least 20% of the façade length and multiple elements breaking up facades over 30 feet in length. We are not currently satisfying this requirement due to our efforts to maximize public money. Structural grids and facades are in-plane to simplify construction and cost, and programs are stacked linearly due to the limited space in the areas we need to build, resulting in long lengths of consistent depth. Often these programs require limited or no windows at the ground plan to maximize educational space and minimize security risk. Changes in texture and pattern and the use of columns will be used whenever possible to create a human scale.
- U.D.C. Section 10.406.6.7 requires masonry to be used as the primary material, with corrugated metal used on no more than 25% of the area of the exterior walls of the building. We are compliant with this Section under the assumption the metal panel requirement considers both existing and new portions of the building.

■ **Exhibit C: Mechanical Equipment Screening (10.406.6.8)**

Per U.D.C. Section 10.406.6.8, all rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened. Based on this language, we are assuming the following:

- This section only applies to units added as part of the modernization project – no screening will be

required of exiting units as part of this project.

- The intent of the section is to screen these new units from public ways

Given this, we are proposing to screen all new equipment potentially visible from Chris Kelley and US-79 using a system of metal panels and supports of a height equal to adjacent equipment. We are also proposing to exclude screening all new mechanical equipment that is hidden from these public ways by the mass of the building. This hidden equipment will only be visible by those on the East side of the building and will be consistent with architectural language previously established on the campus.

■ **Exhibit D : Landscape (10.407.5.1.2, 10.407.5.2)**

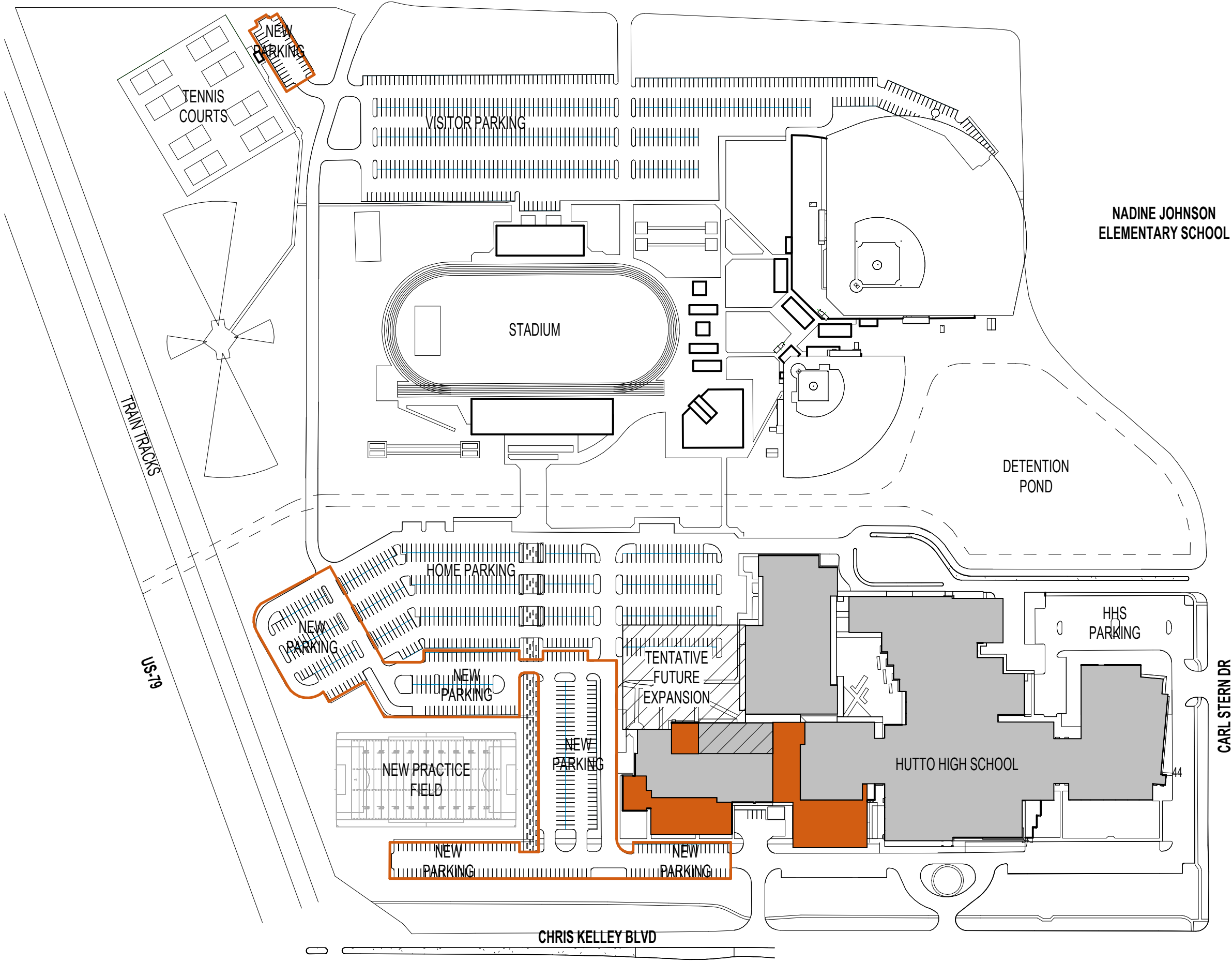
Included in Exhibit D are a letter, plan, and calculations authored by our Landscape Architect that document how and why the project deviates from the requirements of the Sections listed above.

In summary, H.I.S.D. believes the screening requirements will create a security risk and will be difficult to fully accommodate based on the breadth of added parking and the limits of the site. Furthermore, these requirements will strain the District's financial resources both now (cost of construction) and in the future (maintenance). These points have been discussed with the City of Hutto and City Council in the past, leading to acceptable compromises that are honored in this proposal. The landscape provided has been reduced to 30% of the total amount required by the U.D.C. as agreed to in the planning of the parking lot addition at the H.I.S.D. Ninth Grade Center. Also included are the 100 caliper-inches of trees that were deferred to this project as part of the Memorial Stadium renovation per the request of City Council on July 7th, 2021.

Sincerely,

Garrett Martin, AIA | Principal

Exhibit A: Parking
(10.405.9)



PARKING COUNT

EXISTING PARKING	1,350 SPACES
NEW PARKING	406 SPACES
TOTAL ON CAMPUS =	1,756 SPACES
NADINE OVERFLOW	213 SPACES
TOTAL=	1,969 SPACES

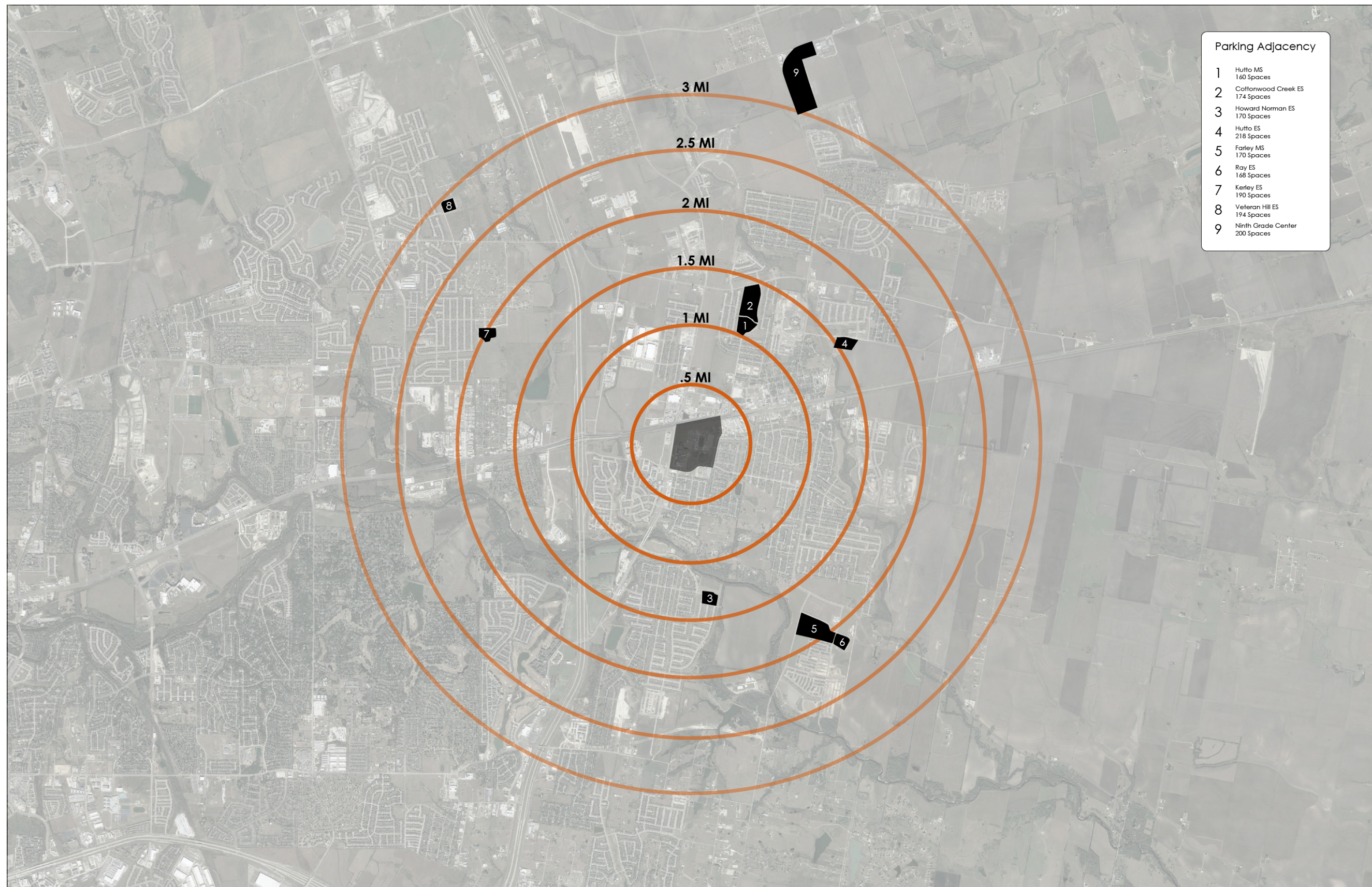
SPACES AVAILABLE FOR SHUTTLE FROM OTHER HISD CAMPUSES
 REFER TO ATTACHED DISTRICT PROPERTY OVERFLOW PARKING DIAGRAM

- 2 MILES = 338 SPACES AVAILABLE AT FARLEY MS & RAY ES
- 1.5 MILES = 334 SPACES AVAILABLE AT HUTTO MS & COTTONWOOD CREEK ES

PROPOSAL EXCEEDS THE 2,000 TOTAL PARKING SPACES REQUIRED TO MEET THE 1:5 PARKING RATIO FOR THE STADIUM SEATING AS AGREED TO IN THE DECEMBER 2020 VARIANCE REQUEST.

- EXISTING BUILDING
- BUILDING ADDITIONS
- RENOVATION AREAS
- TENTATIVE FUTURE EXPANSION

PARKING



PARKING ADJACENCY

***Exhibit B: Architectural Style,
Language, and Materials
(10.406.6.2, 10.406.6.3,
10.406.6.4, 10.406.6.7)***

H.B. No. 2439

AN ACT

relating to certain regulations adopted by governmental entities for the building products, materials, or methods used in the construction or renovation of residential or commercial buildings.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Title 10, Government Code, is amended by adding Subtitle Z to read as follows:

SUBTITLE Z. MISCELLANEOUS PROVISIONS PROHIBITING CERTAIN

GOVERNMENTAL ACTIONS

CHAPTER 3000. GOVERNMENTAL ACTION AFFECTING RESIDENTIAL AND

COMMERCIAL CONSTRUCTION

Sec. 3000.001. DEFINITIONS. In this chapter:

(1) "National model code" has the meaning assigned by

Section 214.217, Local Government Code.

(2) "Governmental entity" has the meaning assigned by Section 2007.002.

Sec. 3000.002. CERTAIN REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS PROHIBITED. (a) Notwithstanding any other law and except as provided by Subsection (d), a governmental entity may not adopt or enforce a rule, charter provision, ordinance, order, building code, or other regulation that:

(1) prohibits or limits, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building; or

(2) establishes a standard for a building product,

material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

(b) A governmental entity that adopts a building code governing the construction, renovation, maintenance, or other alteration of a residential or commercial building may amend a provision of the building code to conform to local concerns if the amendment does not conflict with Subsection (a).

(c) This section does not apply to:

(1) a program established by a state agency that requires particular standards, incentives, or financing arrangements in order to comply with requirements of a state or federal funding source or housing program;

(2) a requirement for a building necessary to consider the building eligible for windstorm and hail insurance coverage under Chapter 2210, Insurance Code;

(3) an ordinance or other regulation that regulates outdoor lighting that is adopted for the purpose of reducing light pollution and that:

(A) is adopted by a governmental entity that is certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program;
or

(B) applies to outdoor lighting within five miles of the boundary of a military base in which an active training program is conducted;

(4) an ordinance or order that:

(A) regulates outdoor lighting; and

(B) is adopted under Subchapter B, Chapter 229, Local Government Code, or Subchapter B, Chapter 240, Local

Government Code;

(5) a building located in a place or area designated for its historical, cultural, or architectural importance and significance that a municipality may regulate under Section 211.003(b), Local Government Code, if the municipality:

(A) is a certified local government under the National Historic Preservation Act (54 U.S.C. Section 300101 et seq.); or

(B) has an applicable landmark ordinance that meets the requirements under the certified local government program as determined by the Texas Historical Commission;

(6) a building located in a place or area designated for its historical, cultural, or architectural importance and significance by a governmental entity, if designated before April 1, 2019;

(7) a building located in an area designated as a historic district on the National Register of Historic Places;

(8) a building designated as a Recorded Texas Historic

Landmark;

(9) a building designated as a State Archeological

Landmark or State Antiquities Landmark;

(10) a building listed on the National Register of
Historic Places or designated as a landmark by a governmental
entity;

(11) a building located in a World Heritage Buffer Zone;

and

(12) a building located in an area designated for
development, restoration, or preservation in a main street city
under the main street program established under Section 442.014.

(d) A municipality that is not a municipality described by
Subsection (c)(5)(A) or (B) may adopt or enforce a regulation
described by Subsection (a) that applies to a building located in a
place or area designated on or after April 1, 2019, by the
municipality for its historical, cultural, or architectural

importance and significance, if the municipality has the voluntary consent from the building owner.

(e) A rule, charter provision, ordinance, order, building code, or other regulation adopted by a governmental entity that conflicts with this section is void.

Sec. 3000.003. INJUNCTION. (a) The attorney general or an aggrieved party may file an action in district court to enjoin a violation or threatened violation of Section 3000.002.

(b) The court may grant appropriate relief.

(c) The attorney general may recover reasonable attorney's fees and costs incurred in bringing an action under this section.

(d) Sovereign and governmental immunity to suit is waived and abolished only to the extent necessary to enforce this chapter.

Sec. 3000.004. OTHER PROVISIONS NOT AFFECTED. This chapter does not affect provisions regarding the installation of a fire sprinkler protection system under Section 1301.551(i), Occupations Code, or Section 775.045(a)(1), Health and Safety Code.

H.B. No. 2439

Sec. 3000.005. SEVERABILITY. If any provision of a rule, charter provision, ordinance, order, building code, or other regulation described by Section 3000.002(a) is held invalid under this chapter, the invalidity does not affect other provisions or applications of the rule, charter provision, ordinance, order, building code, or other regulation that can be given effect without the invalid provision or application, and to this end the provisions of the rule, charter provision, ordinance, order, building code, or other regulation are severable.

SECTION 2. This Act takes effect September 1, 2019.

H.B. No. 2439

President of the Senate

Speaker of the House

I certify that H.B. No. 2439 was passed by the House on April 30, 2019, by the following vote: Yeas 124, Nays 21, 2 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2439 on May 23, 2019, by the following vote: Yeas 133, Nays 9, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 2439 was passed by the Senate, with amendments, on May 19, 2019, by the following vote: Yeas 26, Nays 5.

Secretary of the Senate

APPROVED: _____

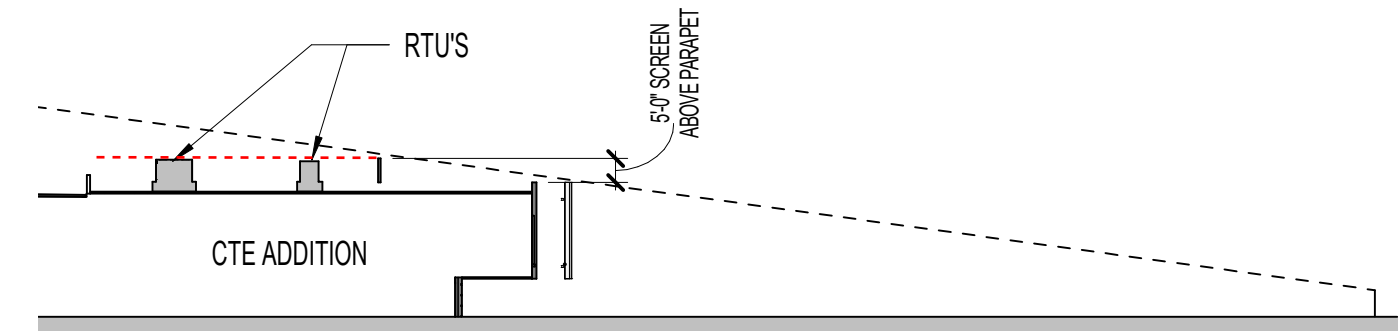
Date

H.B. No. 2439

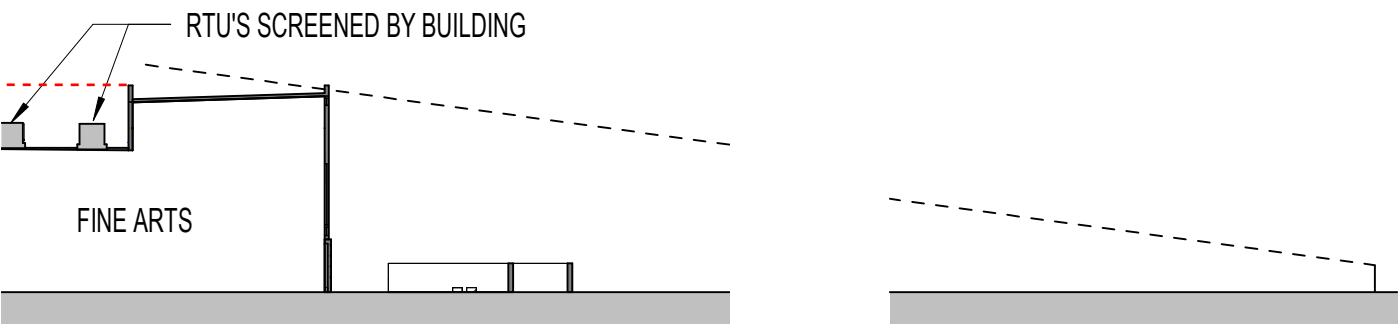
Governor

***Exhibit C: Mechanical Equipment
Screening
(10.406.6.8)***

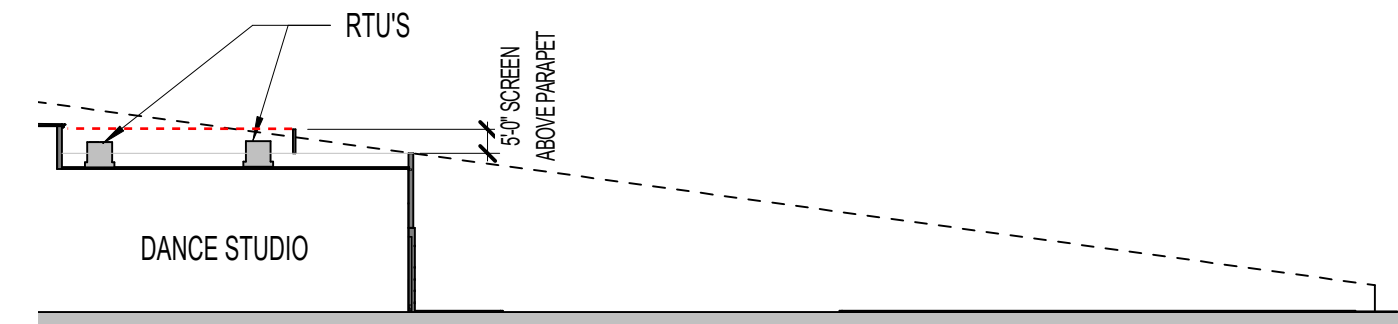
VIEW ANGLES FROM CHRIS KELLEY BLVD.



CTE 3
SCALE: 1" = 40'-0"



FINE ARTS 2
SCALE: 1" = 40'-0"



DANCE 1
SCALE: 1" = 40'-0"

--- DIAGRAM OF ROOF SCREEN HEIGHT
DEMONSTATING COVERAGE ABOVE RTU'S

ROOF PLAN OF ADDITIONS



- ROOF SCREENS
- EXISTING ROOFS & RTU'S
- NEW ROOFS WITH SCREENED RTU'S

ROOF SCREENING

Exhibit D: Landscape
(10.407.5.1.2, 10.407.5.2)

September 28, 2022

City of Hutto

Development Services Office
500 W Live Oak Street
Hutto, TX 78634

Re: Specific Use Permit

Project Name: Hutto High School Addition
Project Address: 101 FM 685, Hutto, Texas

To whom it may concern:

Per the City of Hutto Unified Landscape Code (UDC), the attached plans are submitted for review and approval under a *Specific Use Permit Request*. Due to site constraints including the Hutto Independent School District (the District) required parking spaces for the onsite High School Stadium and the health, safety, and welfare of the students, faculty and staff, the proposed landscape design provides the highest reasonably achievable level of landscape per the UDC. The proposed overall landscape plan, we believe, meets the general intent as outlined in the ordinance.

The following areas are currently identified as deficient due to the above-mentioned constraints:

10.407.5.1.2 Required landscaping-non-residential and 5+ household residential development

Tree and shrub requirement for commercial, multifamily, office and professional, and institutional and civic uses. For every 500 square feet of landscaping required, or portion thereof, at least two (2) large tree and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for 1 (1) required large tree, not to exceed 50% of the required large trees.

10.407.5.2 Parking lot and vehicular use screening

The perimeter of all vehicular use areas including parking areas, drive aisles, and loading areas shall be screened as follows:

- *Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft. deep.*
- *Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.*
- *Landscape screening shall contain one (1) large tree per thirty (30) linear feet, or portion thereof, and a continuous hedge not less than 3 ft. in height.*
- *In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.*
- *Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat.*
- *Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island.*
- *Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs.*
- *Driveways and entry throats shall contain at least one (1) large tree and five (5) shrubs on each side.*

- *Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 10.407.5.1.*

The nature of the site area being developed is a high school parking addition, additional stadium parking, and the performing arts facility parking lot addition and ancillary sport facility improvements. Therefore, the District has a large parking quantity requirement to meet the needs of district sporting events, regional sporting events, and performing arts functions for their operation. Based on this site constraint, the ability to provide the required tree requirements within the remaining un-incumbered site area is very limiting.

The District also has concerns in planting screening shrubs and landscape shrubs in parking areas due to safety. Shrubs can create hiding places that students or unwanted visitors can use to avoid being seen. Maintaining site visibility to prevent vehicular or pedestrian blind spots to reduce potential accidents and incidents is a key concern for this high school campus for the District.

In response to the parking site constraints and District safety concerns, we are proposing the following based on the deficient code sections above:

- A reduction in approximately 70% of the required large trees and landscape planting and no screen shrubs that are required within the project's limit of construction.
- Please refer to the Landscape Calculation Chart in the submitted landscape plans (LA.501) for specific areas noted as deficient.

Summary:

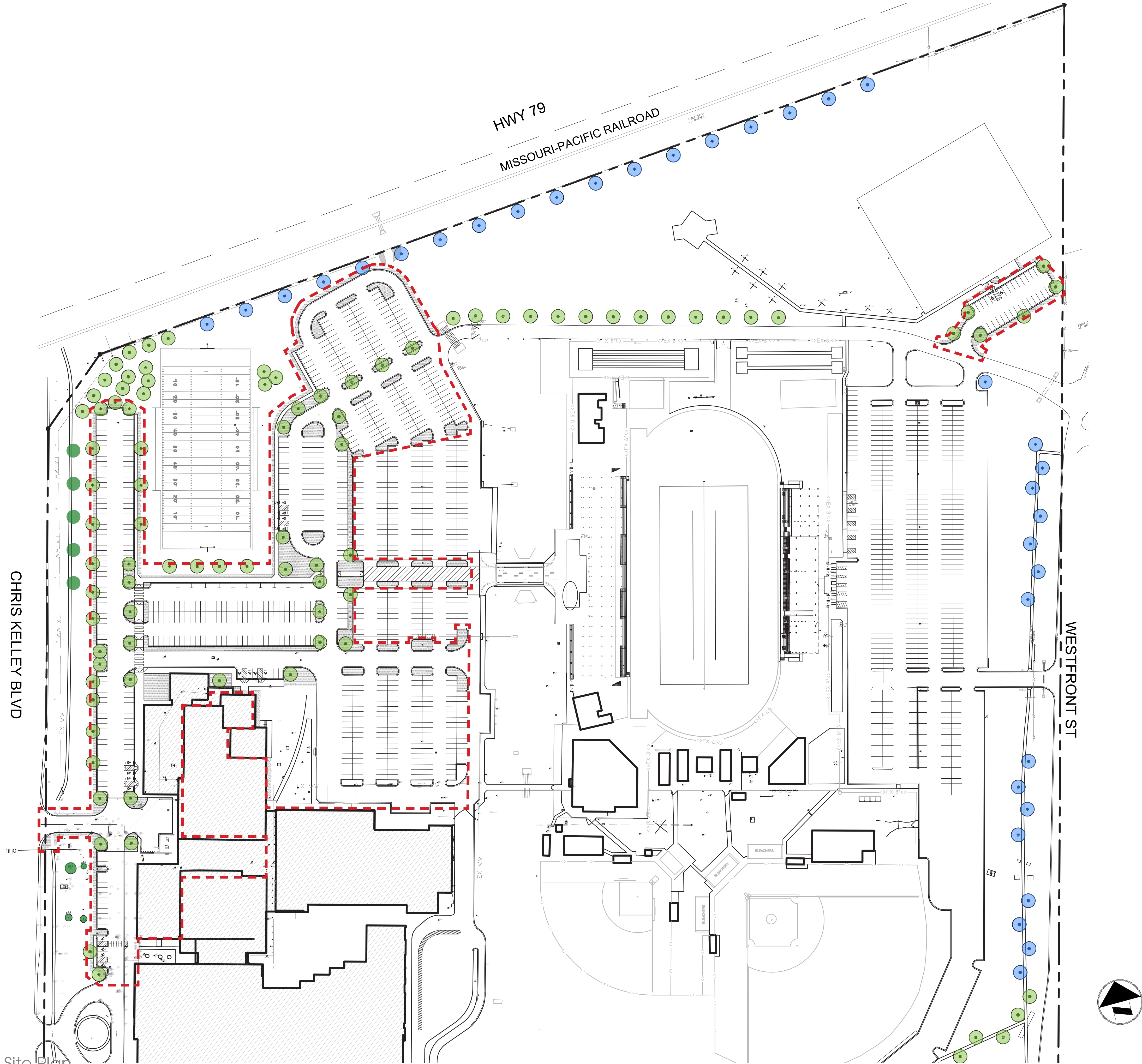
Therefore, based on the items presented, the District is requesting the proposed landscape plan for the Proposed Project to be accepted under a Specific Use Permit Landscape Proposal as we believe it meets the intent and spirit of the landscape ordinance.

Once you have had the opportunity to review, please feel free to contact **studio16:19, LLC** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at brent@studio1619.com or by phone at 512.534.8680.

Respectfully submitted,
studio16:19, LLC



Brent A. Baker, ASLA, CLARB
managing principal



Site Plan

LANDSCAPE CALCULATION CHART - HUTTO ISD_HS ADDITION									
1	LANDSCAPE AREA		Total		Required		30% of Required		Provided
	Total Area in LOC		488,951	SF					
	15% of total area must be landscaped in institutional and civic uses				* 0.15	74,843	SF	22,453	SF
	For every 500 sf of landscaping required, or portion thereof requires at Two (2) large trees				/500 * 2	299	L. Tree	90	L. Tree 90
	NOTE: Two (2) small ornamentals may be substituted for one (1) large tree; not to exceed 50% of the req. large trees						-	X	Tree * Credit
2	BUFFERYARD		Total		Required		30% of Required		Provided
	West Bufferyard (Chris Kelley Blvd.) - Next to PUD & Gateway Overlay District				*Although a PUD, SF-1 does not require bufferyard nex to B-2 (General Commercial Use)				
3	PARKING LOT LANDSCAPING		Total		Required		30% of Required		Provided
	Interior Parking Lot Landscaping		507	STALLS	51	L. Tree	15	L. Tree	9*
	Interior landscape areas must consist of at least 7% of interior space of a parking lot								
	Landscape islands must be a min. of 9' wide and 18' deep								
	One (1) landscape island every ten (10) consecutive parking spaces		*Too many trees pose a safety concern						
4	SCREENING		Total		Required		30% of Required		Provided
	Parking Lot Screening		2,223	LF					
	Landscape Screening shall contain								
	One (1) large tree per thirty (30) lf, or portion thereof, and a continuous hedge not less than 3ft ht			/ 30	74	L. Tree	22	L. Tree	25
	Shall be screened from all abutting rights-of-way by a cont. landscaped area not less than 10ft. deep				YES	Shrubs	0*	Shrubs	0
			* Shrubs pose a safety concern						
5	ADDITIONAL CITY REQUIREMENTS		Required		Required		Provided		
	Additional 100 cal. Inches		100	IN.					
	Agreement with city to install 100" caliper inches after stadium project was complete (3" cal. Trees)			/ 3			34	Trees	34

PLANT SCHEDULE

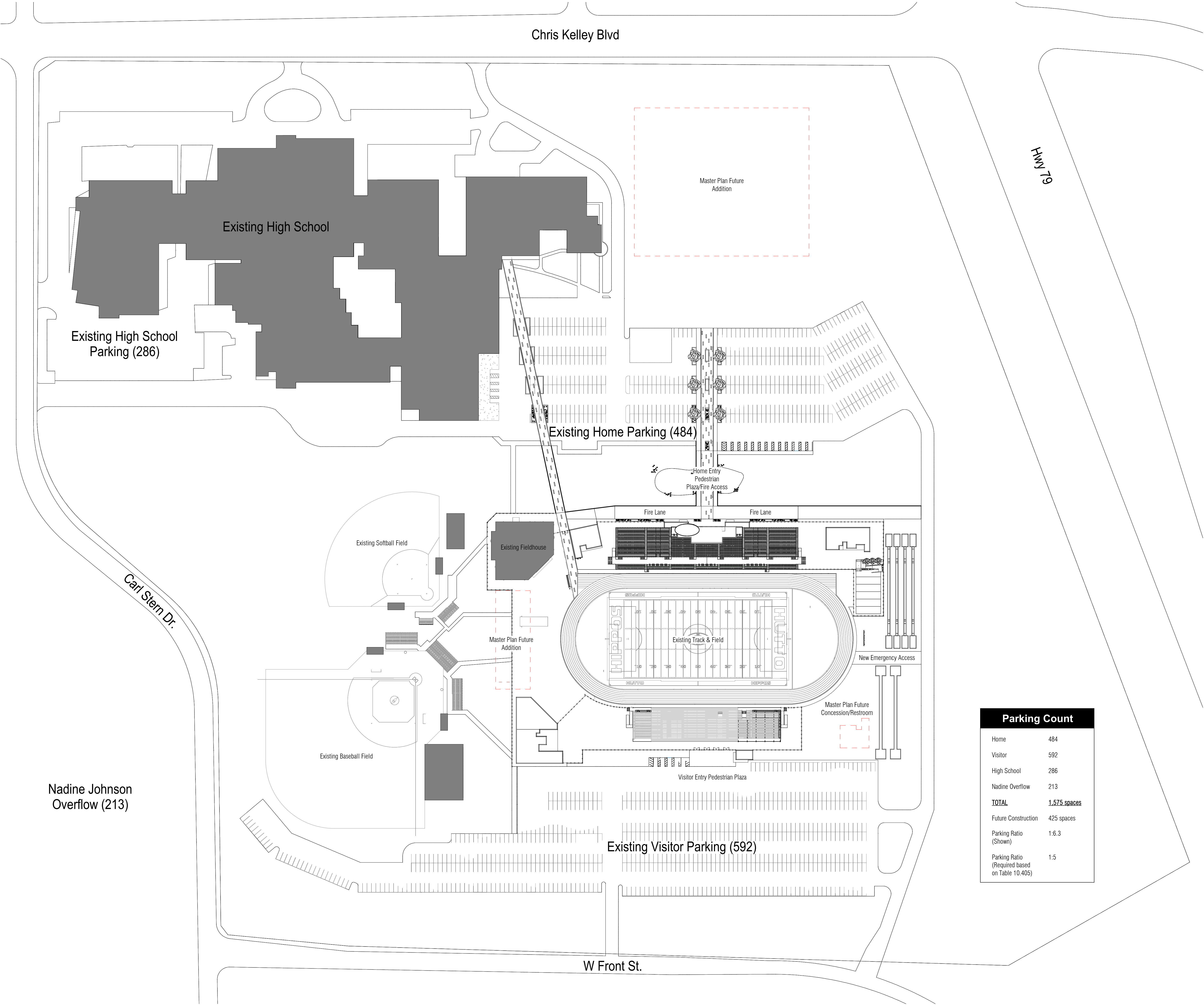
TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL	DESCRIPTION
	31	CEDAR ELM ULMUS CRASSIFOLIA	65 GAL	3" CAL	10'-12'H, 4'-5' W
	32	MONTEREY OAK QUERCUS POLYMORPHA 'MONTEREY'	65 GAL	3" CAL	10'-12'H, 4'-5' W
	32	SOUTHERN LIVE OAK QUERCUS VIRGINIANA	65 GAL	3" CAL	10'-12'H, 4'-5' W
	30	TEXAS RED OAK QUERCUS TEXANA	65 GAL	3" CAL	10'-12'H, 4'-5' W
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT	DESCRIPTION	
NOT SHOWN	ALL DISTURBED AREAS	BERMUDA GRASS CYNODON SP.	HYDRO SEED	PER TNLA STANDARDS & SPECS	
	61,758 SF	BERMUDA GRASS CYNODON SP.	SOLID SOD	PER TNLA STANDARDS & SPECS	

LEGEND

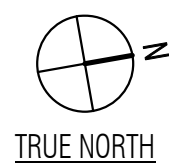
- ADDITIONAL 100" CAL (STADIUM TREES)
- PROPOSED TREES
- EXISTING CREDIT TREES
- LIMITS OF CONSTRUCTION

Disclaimer:
This document represents design progress and its provision, either electronic or hard copy, is to communicate design intent only. Original and published work may not be duplicated, used, or disclosed without the written consent of Studio16:19.

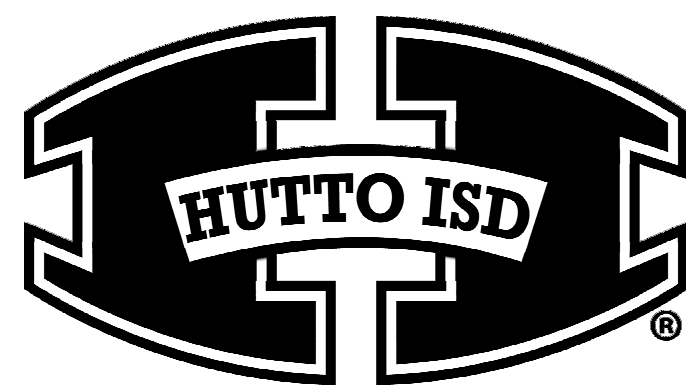




Parking Count	
Home	484
Visitor	592
High School	286
Nadine Overflow	213
TOTAL	1,575 spaces
Future Construction	425 spaces
Parking Ratio (Shown)	1:6.3
Parking Ratio (Required based on Table 10.405)	1:5



1 SITE PLAN - Exhibit 'A'
SCALE: 1" = 80'-0"



HUTTO INDEPENDENT SCHOOL DISTRICT
Modernizations and Improvements to Hutto Memorial Stadium
HUTTO, TEXAS



4-8-2021

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION.



PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **NOVEMBER 1, 2022**
CITY COUNCIL ON: **NOVEMBER 17, 2022**
MEETING LOCATION: **500 W. Live Oak Street – City Hall**
MEETING TIMES: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as 573 Chris Kelley Boulevard (Hutto High School), to allow a reduction in the required landscaping (UDC 10.407.5), required parking (10.405.9) and roof-mounted mechanical equipment (10.406.6.8).

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as 573 Chris Kelley Boulevard (Hutto High School), to allow a reduction in the required landscaping (UDC 10.407.5), required parking (10.405.9) and roof-mounted mechanical equipment (10.406.6.8).

Name: 21044 SHERMAN WAY LLC, STEVE MCGUGG *MANAGING MEMBER*

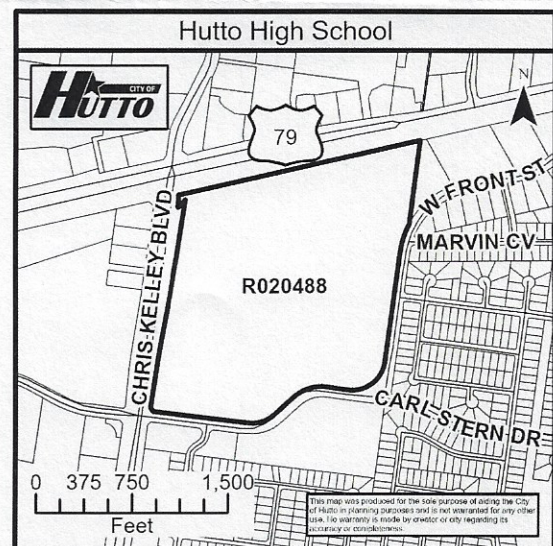
Address: 560 US-79

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



December 28, 2022

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

Re: Hutto Independent School District Hutto H.S. Modernization Project

Attention Development Services Department,

This letter serves as a summary of the additional documentation requested during the discussion of Item 10.1 of the Hutto City Council meeting that took place on December 15th, 2022. The requested information concerns the replacement of the dead trees currently on the Hutto High School (H.H.S.) campus and the mitigation plan created by the Hutto Independent School District (H.I.S.D.) to accommodate on-site traffic during construction.

■ **Exhibit E: Replacement of Existing Landscape**

Exhibit E documents the locations of both living and dead trees on the H.H.S. campus. Six locations will receive crape myrtle trees in January after H.I.S.D. returns from the Christmas Break. This work will take place immediately and will be performed outside the scope of the Modernization project.

■ **Exhibit F: Campus Traffic Mitigation Plan**

Exhibit F shows H.I.S.D.'s plan to mitigate traffic during construction while students are on campus. This plan was developed using input from H.I.S.D. administration, campus staff, and district police and has been approved by the architectural and civil firms associated with this scope. Highlights of the plan include:

- Visitors will be confined to the west side of the property, with ingress off Carl Stern and egress through the circle drive onto Chris Kelley. This path will be one-way only; visitors will not be allowed to enter of Chris Kelley and turn right into the parking lot, alleviating any potential for back-up along a major thoroughfare.
- Buses will remain as is with both ingress and egress of Carl Stern.
- Student drivers and parents dropping off / picking up students will access the site exclusively from Front Street. The drive north of the stadium will be used to access the school and student parking lots on the west side of the stadium. Stacking length using this new path is double the existing parent stacking length. Student safety is also improved, as parents will no longer have the option of dropping students off in a fashion that encourages them to cross traffic to enter a building.
- H.I.S.D. Police Department staff will serve as traffic monitors at key locations, particularly along Carl Stern during hours of peak activity. Conflict between the Hutto High School and Nadine Johnson Elementary communities is expected to be minimal due to the staggered start and end times of the respective campuses.

To ensure feasibility, H.I.S.D. tested this plan the week before Christmas Break and did not notice any issues.



Sincerely,

A handwritten signature in black ink, reading "Garrett Martin". The signature is written in a cursive, flowing style.

Garrett Martin, AIA | Principal

***Exhibit E: Replacement of Existing
Landscape***

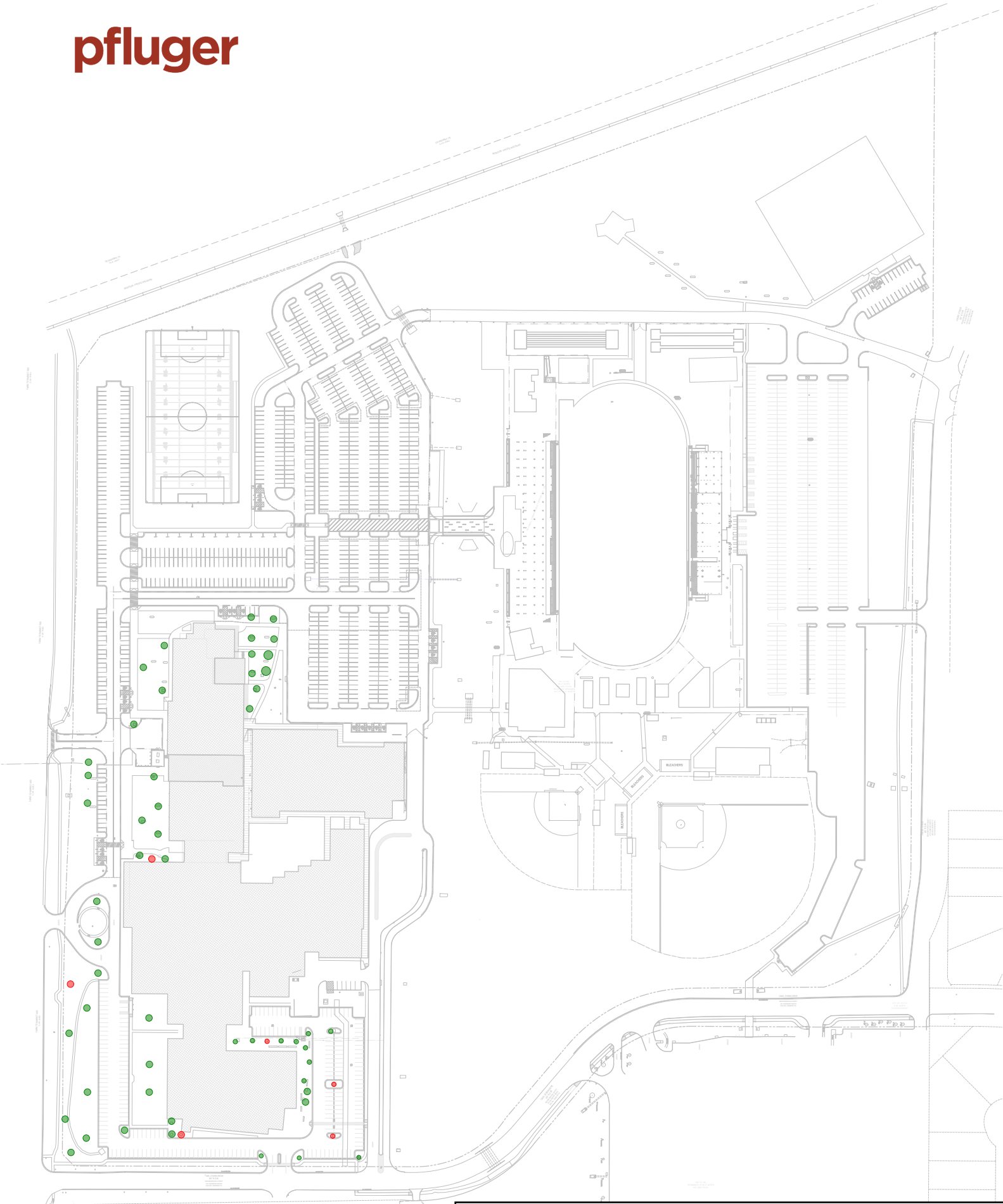


EXHIBIT E: REPLACEMENT OF EXISTING LANDSCAPE

LIVING TREES THAT WILL REMAIN IN PLACE

DEAD TREES THAT WILL BE REPLACED

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Exhibit F: Campus Traffic Mitigation Plan

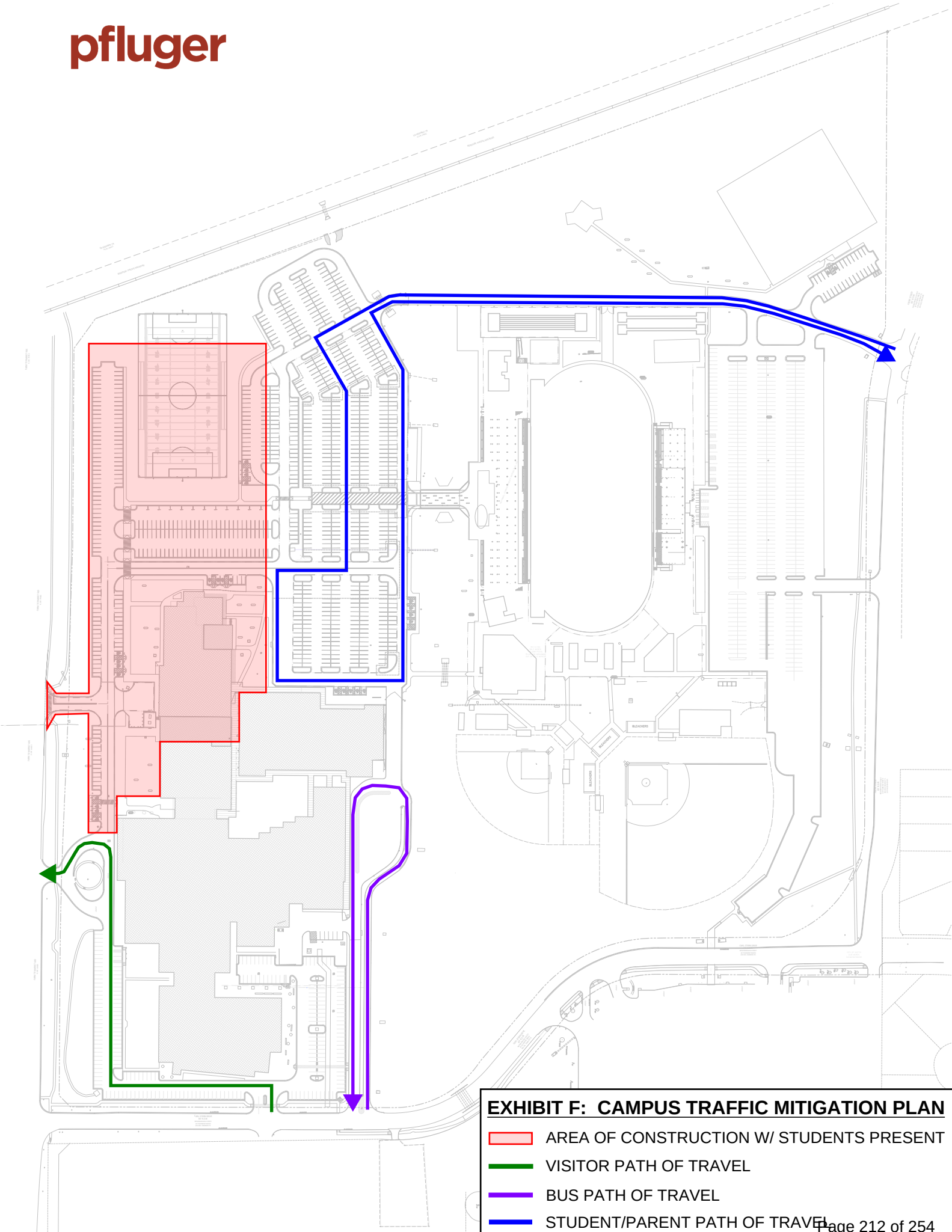


EXHIBIT F: CAMPUS TRAFFIC MITIGATION PLAN

-  AREA OF CONSTRUCTION W/ STUDENTS PRESENT
-  VISITOR PATH OF TRAVEL
-  BUS PATH OF TRAVEL
-  STUDENT/PARENT PATH OF TRAVEL

ORDINANCE NO. 2022-059

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW FOR MODIFIED DEVELOPMENT STANDARDS FOR A SCHOOL IN THE SF-1 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT ON 75.89 ACRES, MORE OR LESS, OF LAND, KNOWN AS THE HUTTO INDEPENDENT SCHOOL DISTRICT (HISD) PROPERTY, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR AN ENFORCEMENT CLAUSE, PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow for modified development standards for a school on the property known as the HISD property, described in Exhibit "A", being attached hereto and incorporated herein, and;

WHEREAS, on the 6th day of December, 2022, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 6th day of December, 2022, and;

WHEREAS, on the 15th day of December, 2022, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

1.

In accordance with the Unified Development Code Sections 10.203.18 and 10.204.2, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

10.203.18.3 Criteria

- The proposed use conforms to the Unified Development Code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- The site is a legal building lot.

10.203.18.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.

- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.18.6 Amendments

- Technical or engineering considerations during construction may call for minor deviations from approved specific use permits. Development Services staff may approve minor deviations if they conform to City regulations, and are consistent with the intent of the original specific use permit approval.
- Changes to approved specific use permits that Development Services staff finds are not minor deviations, including Planning and Zoning Commission imposed conditions, require approval through specific use permit review process, requiring a new application.

10.204.2 Effective date and expiration

- Specific use permits expire one (1) year from the date of approval by City Council.

2.

This Specific Use Permit request is subject to the conditions as identified by the City Council and incorporated herein. No permits shall be issued unless all of the following requirements are satisfied:

- Any modification of the approval shall require a new Specific Use Permit.

SECTION II. Enforcement Clause

The property described in **Exhibit "A"**, attached hereto and incorporated herein, shall be used only in the manner and for the purposes provided for by the Hutto Unified Development Code and the Hutto City Code, as may be amended, and violations of this ordinance may be enforced as allowed by state law, the Hutto Unified Development Code and the Hutto City Code, as may be amended.

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. Effective Date

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

READ and **APPROVED** on first reading on this the **5th** day of January, 2023, at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this ____ day of _____, 2023 at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

12.1.



To: City Council
Subject: Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments. (City Council)
Meeting: Thursday, January 5, 2023
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

12.2.



To: City Council
Subject: Presentation and possible action to accept the financial report for the month ending October 31, 2022 (Christina Bishop)
Meeting: Thursday, January 5, 2023
Department: Finance /
Staff Contact: Christina Bishop

BACKGROUND INFORMATION:

General fund: General fund results for the first month of the fiscal year resulted in 4.22% of general fund revenues being collected and 2.75% of budgeted expenditures being spent. This compares with 4.20% of budgeted revenues being collected and 3.70% of expenditures being spent in October of the previous fiscal year.

Current revenues were consistent with expectations for the year, particularly with a majority of ad valorem taxes remaining uncollected until December, and initial franchise taxes being remitted after the close of the first quarter. Included in this packet is an analysis of building permit revenue trends. Historically, October and November are weaker in permit collections (last fiscal year being an anomaly). This October's permit revenues were in line with expectations, while November's collections were weaker than average. Staff will continue to monitor these collections over the coming months to determine impacts on the budget.

Expenditures for October were also in line with expectations, and are expected to increase in November and December as budgeted positions are filled and personnel expenses increase accordingly.

Utility Operating Fund: Revenues in the utility operating fund are at 9.10% at the end of October, with 4.71% of budgeted expenditures being spent. The utility fund currently shows a surplus of \$672,249 through the first month of the year. The prior fiscal year's trend of strong revenues and increasing utility accounts has carried into the first month of the fiscal year.

Other: The City closed on its 2022 General Obligation bonds in October. Proceeds of \$25,224,711 were used to pay issuance costs and expenditures related to the FM 1660 projects. In addition, proceeds were set aside for a potential reimbursement for prior expenditures associated with the FM 1660 projects, along with the anticipated expenditures to complete the 1660 projects.

SUMMARY OF REQUEST:

Not applicable.

STAFF REVIEW:

AGENDA ITEM REPORT

12.2.



Staff completed, reviewed, and analyzed the attached financial statements and investment report.

FISCAL NOTES:

Not applicable.

ATTACHMENTS:

1. Financial Report



MONTHLY FINANCIAL AND INVESTMENT REPORT

FOR THE MONTH ENDED OCTOBER 31, 2022

Finance Department

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MISCELLANEOUS

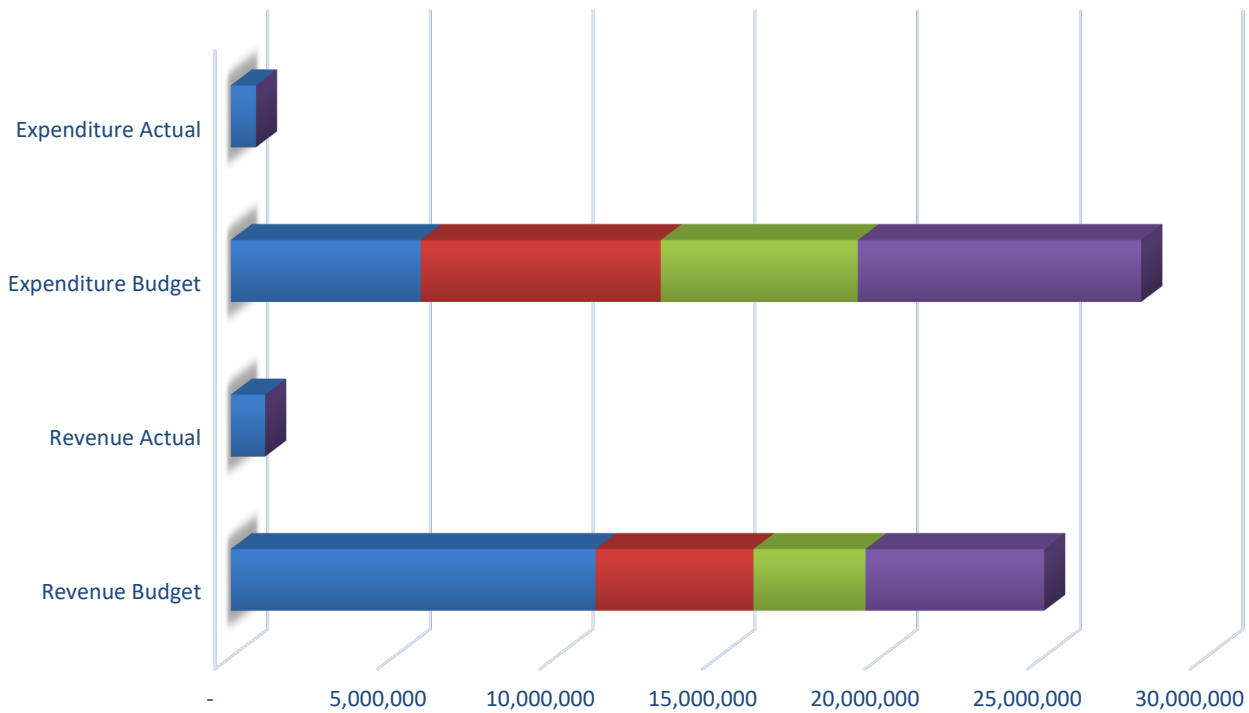
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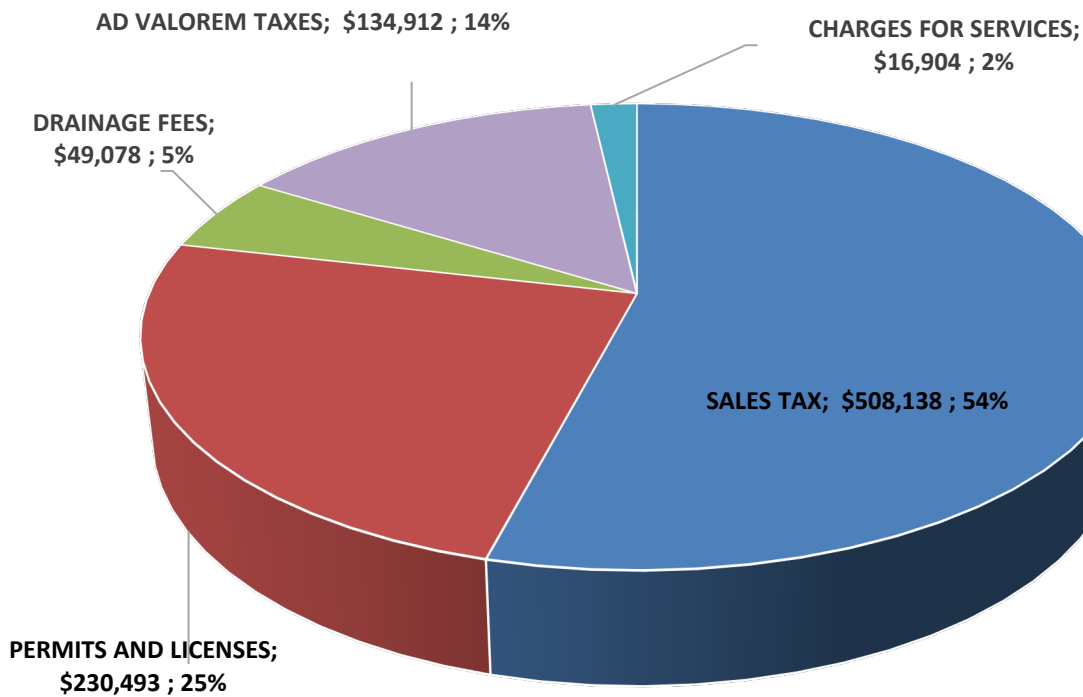
FINANCIAL DASHBOARD FOR THE MONTH ENDING OCT 31, 2022

General Fund

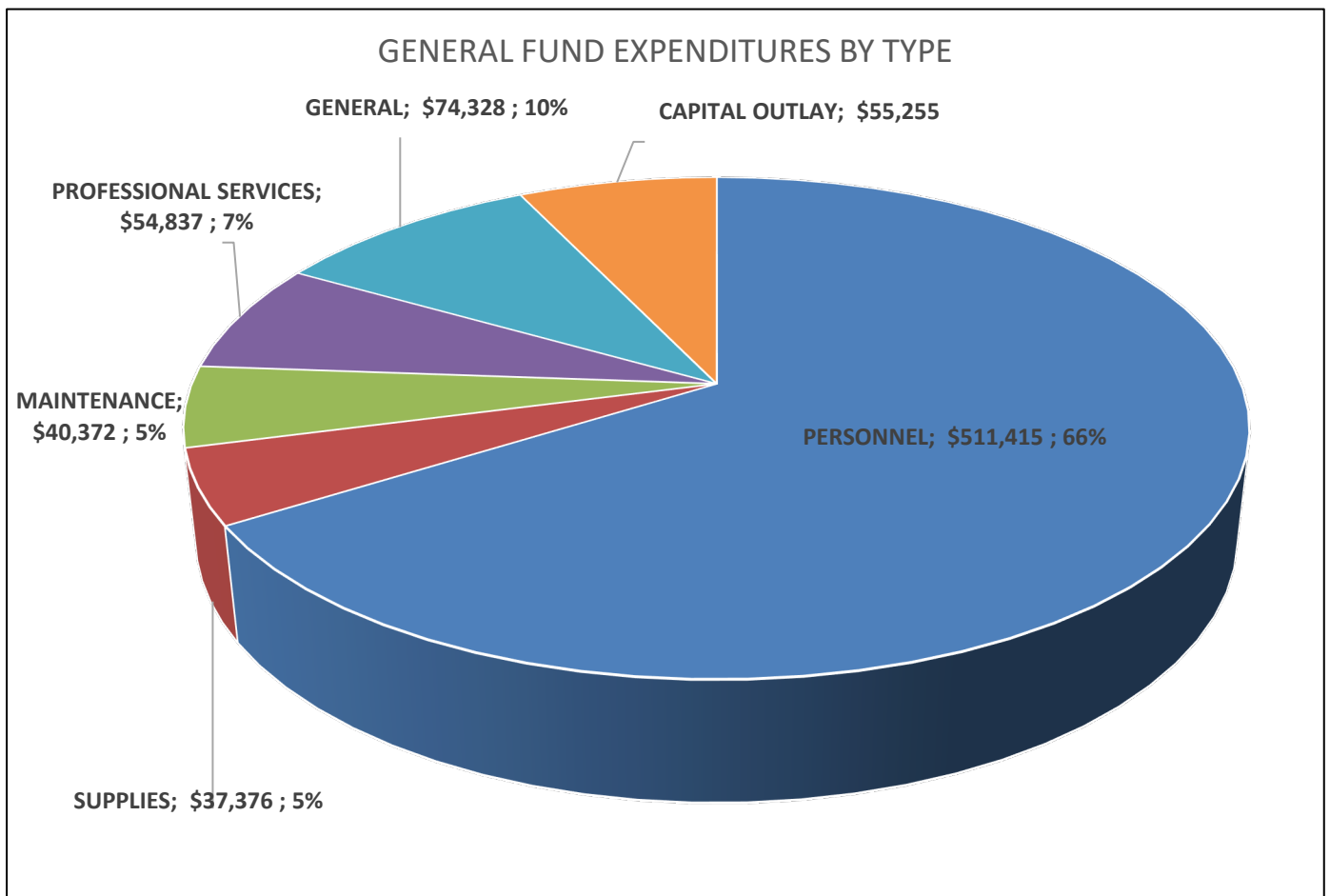
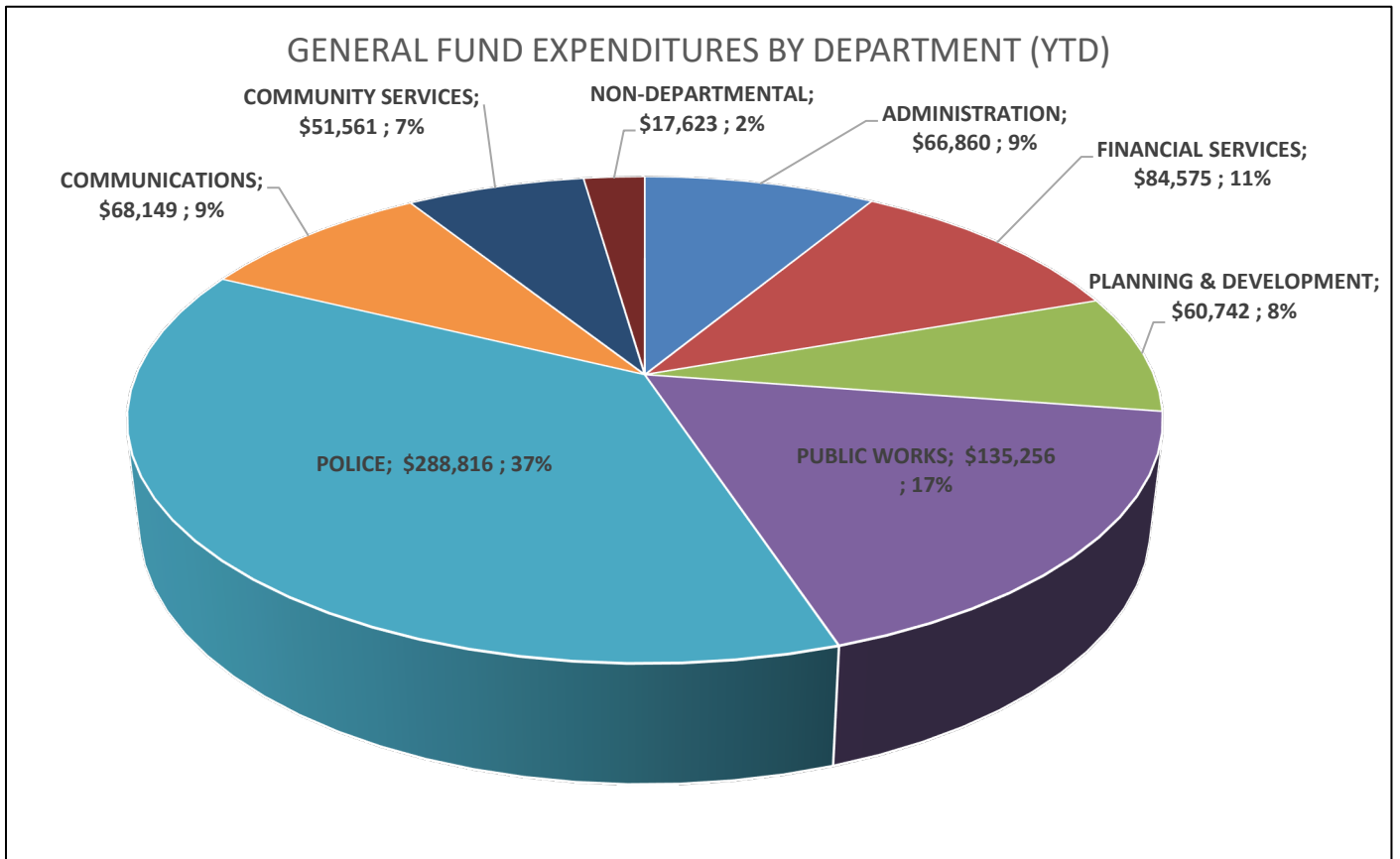


	Revenue Budget	Revenue Actual	Expenditure Budget	Expenditure Actual
■ Quarter 1	11,223,214	1,056,047	5,839,457	773,486
■ Quarter 2	4,859,639	-	7,388,243	-
■ Quarter 3	3,445,790	-	6,063,513	-
■ Quarter 4	5,495,246	-	8,715,774	-

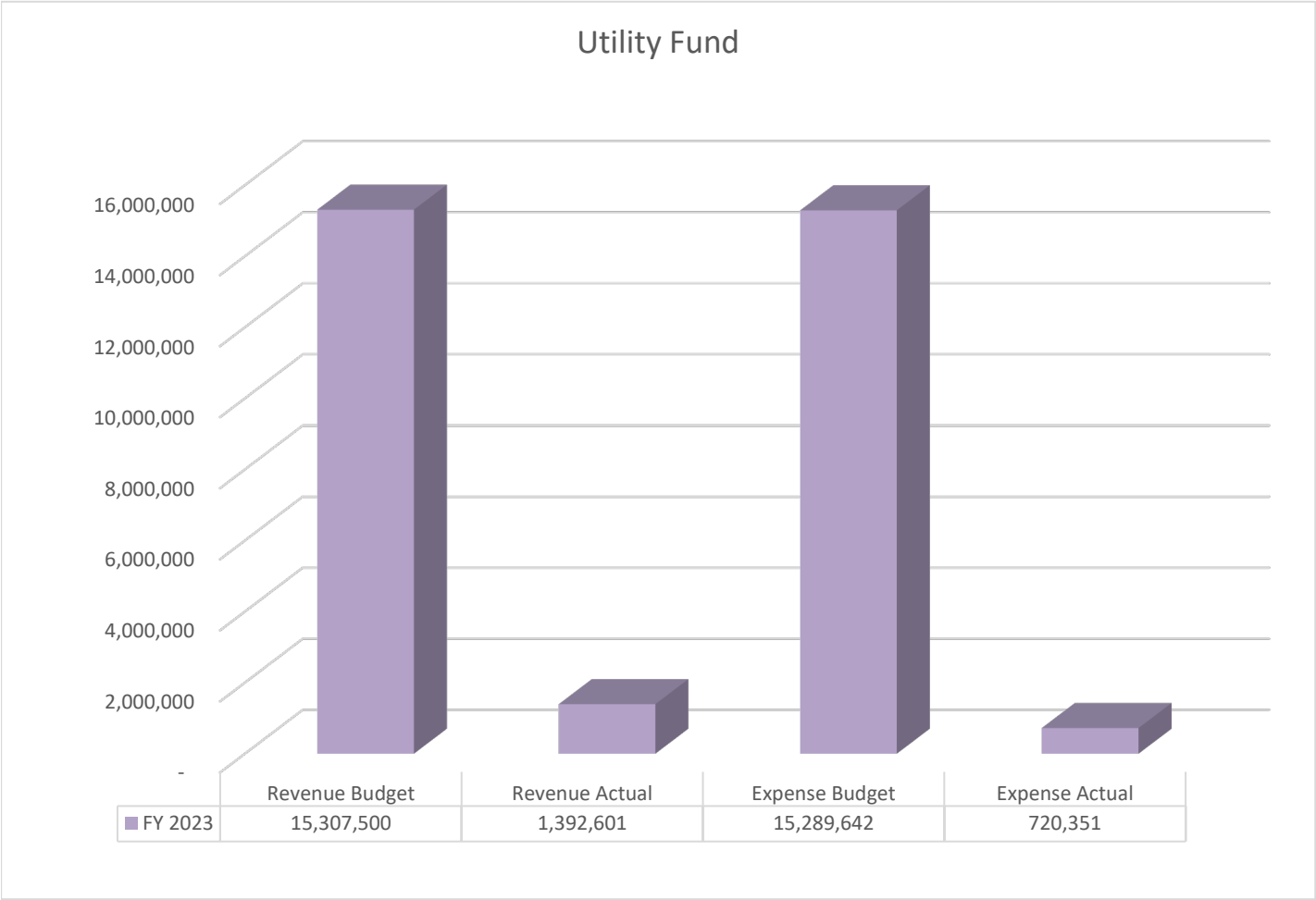
GENERAL FUND REVENUE



FINANCIAL DASHBOARD FOR THE MONTH ENDING OCT 31, 2022



FINANCIAL DASHBOARD FOR THE MONTH ENDING OCT 31, 2022

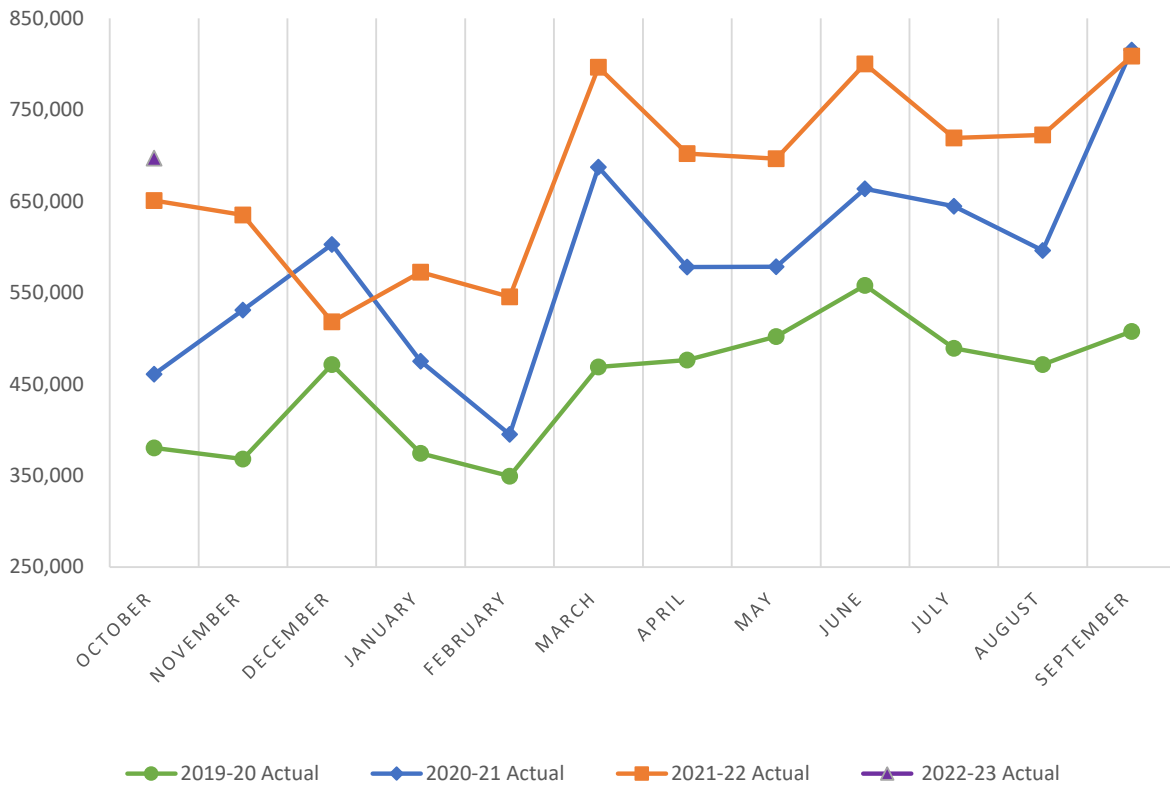


- Utility revenues were at 9.10% of budget
- Expenses were at 4.71% of budget

CITY ONLY Monthly Sales Tax Revenue

Received Month	FY Accrual Month	2019-20	2020-21	2021-22	2022-23	
		Actual	Actual	Actual	Estimate	Actual
December	October	380,217	460,839	650,779	508,138	697,257
January	November	368,031	531,091	635,102	585,600	
February	December	471,312	602,713	518,338	664,573	
March	January	374,496	475,083	572,428	523,844	
April	February	349,480	395,000	545,417	435,541	
May	March	468,816	687,438	796,610	757,994	
June	April	476,524	578,119	702,235	637,455	
July	May	501,930	578,444	696,432	637,814	
August	June	558,000	663,684	800,353	731,802	
September	July	489,116	644,647	719,296	710,811	
October	August	471,586	596,256	722,693	657,454	
November	September	507,797	815,296	808,638	898,975	
% Y-T-D Change		48.3%	29.7%	16.2%	7,750,000	697,257

SALES TAX COMPARISON



CITY OF HUTTO
GENERAL FUND
STATEMENT OF REVENUES
FOR THE MONTH ENDED OCTOBER 31, 2022

REVENUES	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
AD VALOREM TAXES	\$ 10,911,184	\$ 134,912	\$ 134,912	\$ (10,776,272)	1.24%
SALES TAX	7,615,000	508,138	508,138	(7,106,862)	6.67%
FRANCHISE FEES	977,355	-	-	(977,355)	0.00%
PERMITS AND LICENSES	3,715,200	230,493	230,493	(3,484,707)	6.20%
CHARGES FOR SERVICES	382,650	16,904	16,904	(365,746)	4.42%
FINES	305,500	23,603	23,603	(281,897)	7.73%
DRAINAGE FEES	550,000	49,078	49,078	(500,922)	8.92%
GRANT REVENUE	-	1,477	1,477	1,477	100.00%
OTHER REVENUES	100,000	37	37	(99,963)	0.04%
INTEREST	50,000	86,585	86,585	36,585	173.17%
SUB - TOTAL	<u>\$ 24,606,889</u>	<u>\$ 1,051,227</u>	<u>\$ 1,051,227</u>	<u>\$ (23,555,662)</u>	4.27%
TRANSFER FROM OTHER FUNDS	417,000	4,820	4,820	(412,180)	1.16%
TOTAL REVENUES	<u>\$ 25,023,889</u>	<u>\$ 1,056,047</u>	<u>\$ 1,056,047</u>	<u>\$ (23,967,842)</u>	4.22%

GENERAL FUND SUMMARY

TOTAL REVENUE INCLUDING TRANSFERS	\$ 25,023,889	\$ 1,056,047	\$ 1,056,047	\$ (23,967,842)	4.22%
GENERAL FUND EXPENDITURES	28,006,987	771,583	771,583	27,235,404	2.75%
BUDGETED FUND BALANCE	<u>17,791,570</u>	<u>17,791,570</u>	<u>17,791,570</u>	-	
TOTAL FUND BALANCE	<u>\$ 14,808,472</u>	<u>\$ 18,076,034</u>	<u>\$ 18,076,034</u>		
REQUIRED RESERVES	4,807,522	4,807,522	4,807,522		
UNRESERVED FUND BALANCE	10,000,950	13,268,512	13,268,512		

NOTES:

The General Fund accounts for the resources used to finance the fundamental operations of the City.
It is the basic fund of the City and covers all activities for which a separate fund has not been established.

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED OCTOBER 31, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ADMINISTRATION					
PERSONNEL	\$ 1,000,859	\$ 28,518	\$ 28,518	\$ 972,341	2.85%
SUPPLIES	4,150	169	169	3,981	4.07%
PROFESSIONAL SERVICES	51,500	-	-	51,500	0.00%
GENERAL	22,750	-	-	22,750	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ADMINISTRATION	\$ 1,079,259	\$ 28,687	\$ 28,687	\$ 1,050,572	2.66%
CITY COUNCIL					
PERSONNEL	\$ 75,074	\$ 3,070	\$ 3,070	\$ 72,004	4.09%
SUPPLIES	7,750	(10)	(10)	7,760	-0.13%
PROFESSIONAL SERVICES	5,000	-	-	5,000	0.00%
GENERAL	437,299	3,086	3,086	434,213	0.71%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY COUNCIL	\$ 525,123	\$ 6,146	\$ 6,146	\$ 518,977	1.17%
Legal					
PROFESSIONAL SERVICES	\$ 375,000	\$ 820	\$ 820	374,180	0.22%
TOTAL CITY COUNCIL	\$ 375,000	\$ 820	\$ 820	\$ 374,180	0.22%
HUMAN RESOURCES					
PERSONNEL	\$ 450,016	\$ 16,683	\$ 16,683	\$ 433,333	3.71%
SUPPLIES	4,610	36	36	4,574	0.79%
MAINTENANCE	20,000	-	-	20,000	0.00%
PROFESSIONAL SERVICES	171,700	3,446	3,446	168,254	2.01%
GENERAL	20,800	65	65	20,735	0.31%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL HUMAN RESOURCES	\$ 667,126	\$ 20,230	\$ 20,230	\$ 646,896	3.03%
ECONOMIC DEVELOPMENT					
PERSONNEL	\$ 336,217	\$ 9,300	\$ 9,300	\$ 326,917	2.77%
SUPPLIES	23,000	29	29	22,971	0.13%
MAINTENANCE	7,000	-	-	7,000	0.00%
PROFESSIONAL SERVICES	33,000	-	-	33,000	0.00%
GENERAL	10,100	(351)	(351)	10,451	-3.47%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ECONOMIC DEVELOPMENT	\$ 409,317	\$ 8,978	\$ 8,978	\$ 400,339	2.19%
FINANCE					
PERSONNEL	\$ 970,177	\$ 37,292	\$ 37,292	\$ 932,885	3.84%
SUPPLIES	10,250	163	163	10,087	1.59%
MAINTENANCE	4,500	-	-	4,500	0.00%
PROFESSIONAL SERVICES	255,250	3,987	3,987	251,263	1.56%
GENERAL	425,600	25,329	25,329	400,271	5.95%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FINANCE	1,665,777	66,771	66,771	1,599,006	4.01%
MUNICIPAL COURT					
PERSONNEL	\$ 371,590	\$ 16,587	\$ 16,587	\$ 355,004	4.46%
SUPPLIES	6,550	-	-	6,550	0.00%
MAINTENANCE	27,500	-	-	27,500	0.00%
PROFESSIONAL SERVICES	1,750	-	-	1,750	0.00%
GENERAL	27,150	1,217	1,217	25,933	4.48%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL MUNICIPAL COURT	\$ 434,540	\$ 17,804	\$ 17,804	\$ 416,736	4.10%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED OCTOBER 31, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
PLANNING & DEVELOPMENT					
PERSONNEL	\$ 1,065,716	\$ 37,317	\$ 37,317	\$ 1,028,400	3.50%
SUPPLIES	37,950	131	131	37,819	0.34%
MAINTENANCE	37,500	1,188	1,188	36,312	3.17%
PROFESSIONAL SERVICES	897,000	21,443	21,443	875,558	2.39%
GENERAL	32,150	664	664	31,486	2.06%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PLANNING & DEVELOPMENT	\$ 2,070,316	\$ 60,742	\$ 60,742	\$ 2,009,575	2.93%
ENGINEERING					
PERSONNEL	\$ 227,254	\$ -	\$ -	227,254	0.00%
MAINTENANCE	19,500	-	-	19,500	0.00%
PROFESSIONAL SERVICES	1,122,746	-	-	1,122,746	0.00%
TOTAL ENGINEERING	\$ 1,369,500	\$ -	\$ -	\$ 1,122,746	0.00%
CONSTRUCTION INSPECTION					
PERSONNEL	\$ 350,829	\$ 13,078	\$ 13,078	\$ 337,750	3.73%
SUPPLIES	20,500	233	233	20,267	1.14%
MAINTENANCE	2,000	-	-	2,000	0.00%
PROFESSIONAL SERVICES	23,247	-	-	23,247	0.00%
GENERAL	6,500	-	-	6,500	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CONSTRUCTION INSPECTION	\$ 403,076	\$ 13,311	\$ 13,311	\$ 389,764	3.30%
STREETS & DRAINAGE					
PERSONNEL	\$ 679,495	\$ 27,216	\$ 27,216	\$ 652,280	4.01%
SUPPLIES	75,000	8,567	8,567	66,433	11.42%
MAINTENANCE	225,000	6,620	6,620	218,380	2.94%
PROFESSIONAL SERVICES	322,761	6,550	6,550	316,211	2.03%
GENERAL	225,000	17,737	17,737	207,263	7.88%
CAPITAL OUTLAY	3,272,878	55,255	55,255	3,217,624	1.69%
TOTAL STREETS & DRAINAGE	\$ 4,800,134	\$ 121,945	\$ 121,945	\$ 4,678,189	2.54%
POLICE					
PERSONNEL	\$ 5,786,270	\$ 245,424	\$ 245,424	\$ 5,540,846	4.24%
SUPPLIES	593,900	12,235	12,235	581,665	2.06%
MAINTENANCE	59,200	12,158	12,158	47,042	20.54%
PROFESSIONAL SERVICES/FEES	585,000	13,847	13,847	571,153	2.37%
GENERAL	122,600	5,152	5,152	117,448	4.20%
CAPITAL OUTLAY	363,500	-	-	363,500	0.00%
TOTAL POLICE	\$ 7,510,470	\$ 288,816	\$ 288,816	\$ 7,221,654	3.85%
CITY SECRETARY					
PERSONNEL	\$ 240,125	\$ 7,466	\$ 7,466	\$ 232,659	3.11%
SUPPLIES	1,450	27	27	1,423	1.85%
MAINTENANCE	60,000	-	-	60,000	0.00%
PROFESSIONAL SERVICES	112,000	2,263	2,263	109,738	2.02%
GENERAL	12,200	6	6	12,194	0.05%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY SECRETARY	\$ 425,775	\$ 9,761	\$ 9,761	\$ 416,013	2.29%
COMMUNICATIONS					
PERSONNEL	\$ 386,830	\$ 9,128	\$ 9,128	\$ 377,702	2.36%
SUPPLIES	5,000	249	249	4,751	4.99%
MAINTENANCE	17,000	-	-	17,000	0.00%
PROFESSIONAL SERVICES	96,200	-	-	96,200	0.00%
GENERAL	9,000	-	-	9,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNICATIONS	\$ 514,030	\$ 9,377	\$ 9,377	\$ 504,653	1.82%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED OCTOBER 31, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
LIBRARY					
PERSONNEL	\$ 254,249	\$ 9,500	\$ 9,500	\$ 244,749	3.74%
SUPPLIES	46,500	6,446	6,446	40,054	13.86%
MAINTENANCE	2,400	2,300	2,300	100	95.83%
PROFESSIONAL SERVICES	-	-	-	-	0.00%
GENERAL	6,500	546	546	5,954	8.40%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL LIBRARY	\$ 309,649	\$ 18,792	\$ 18,792	\$ 290,857	6.07%
COMMUNITY RELATIONS					
PERSONNEL	\$ 190,612	\$ 8,316	\$ 8,316	\$ 182,296	4.36%
SUPPLIES	241,400	1,859	1,859	239,541	0.77%
PROFESSIONAL SERVICES	480,000	630	630	479,370	0.13%
GENERAL	9,000	5,029	5,029	3,971	55.88%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNITY RELATIONS	\$ 921,012	\$ 15,834	\$ 15,834	\$ 905,177	1.72%
INFORMATION TECHNOLOGY					
PERSONNEL	\$ 284,683	\$ 12,775	\$ 12,775	\$ 271,908	4.49%
SUPPLIES	64,600	-	-	64,600	0.00%
MAINTENANCE	210,000	1,149	1,149	208,851	0.55%
PROFESSIONAL SERVICES	500,000	460	460	499,540	0.09%
GENERAL	50,600	-	-	50,600	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL INFORMATION TECHNOLOGY	\$ 1,109,883	\$ 14,384	\$ 14,384	\$ 1,095,499	1.30%
PARKS & RECREATION					
PERSONNEL	\$ 782,164	\$ 17,784	\$ 17,784	\$ 764,381	2.27%
SUPPLIES	142,350	2,657	2,657	139,693	1.87%
MAINTENANCE	125,000	7,268	7,268	117,732	5.81%
PROFESSIONAL SERVICES	305,750	1,393	1,393	304,358	0.46%
GENERAL	48,900	-	-	48,900	0.00%
CAPITAL OUTLAY	333,000	-	-	333,000	0.00%
TOTAL PARKS & RECREATION	\$ 1,737,164	\$ 29,101	\$ 29,101	\$ 1,708,063	1.68%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED OCTOBER 31, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
FLEET MAINTENANCE					
PERSONNEL	\$ 94,618	\$ 4,728	\$ 4,728	\$ 89,890	5.00%
SUPPLIES	32,950	260	260	32,690	0.79%
MAINTENANCE	138,000	3,953	3,953	134,047	2.86%
PROFESSIONAL SERVICES	12,000	-	-	12,000	0.00%
GENERAL	250	-	-	250	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FLEET MAINTENANCE	<u>\$ 277,818</u>	<u>\$ 8,940</u>	<u>\$ 8,940</u>	<u>\$ 268,878</u>	<u>3.22%</u>
FACILITY MAINTENANCE					
PERSONNEL	\$ 213,348	\$ 5,235	\$ 5,235	\$ 208,113	2.45%
SUPPLIES	41,450	2,549	2,549	38,901	6.15%
MAINTENANCE	560,000	5,735	5,735	554,265	1.02%
PROFESSIONAL SERVICES	138,500	-	-	138,500	0.00%
GENERAL	4,000	-	-	4,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FACILITY MAINTENANCE	<u>\$ 957,298</u>	<u>\$ 13,520</u>	<u>\$ 13,520</u>	<u>\$ 943,779</u>	<u>1.41%</u>
NON-DEPARTMENTAL					
SUPPLIES	\$ 12,500	\$ 1,776	\$ 1,776	\$ 10,724	14.21%
MAINTENANCE	-	-	-	-	0.00%
PROFESSIONAL SERVICES	-	-	-	-	0.00%
GENERAL	432,220	15,847	15,847	416,373	3.67%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL NON-DEPARTMENTAL	<u>\$ 444,720</u>	<u>\$ 17,623</u>	<u>\$ 17,623</u>	<u>\$ 427,097</u>	<u>3.96%</u>
TOTAL EXPENDITURES	<u>\$ 28,006,987</u>	<u>\$ 771,583</u>	<u>\$ 771,583</u>	<u>\$ 26,988,650</u>	<u>2.75%</u>

CITY OF HUTTO
UTILITY FUND
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED OCTOBER 31, 2022

	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES					
CHARGES FOR SERVICES	\$ 14,935,000	\$ 1,346,696	\$ 1,346,696	\$ (13,588,304)	9.02%
FEES	356,000	37,939	37,939	(318,061)	10.66%
OTHER REVENUES	15,000	2,430	2,430	(12,570)	16.20%
INTEREST	1,500	5,536	5,536	4,036	369.05%
SUB - TOTAL	\$ 15,307,500	\$ 1,392,601	\$ 1,392,601	\$ (13,914,899)	9.10%
TRANSFER FROM OTHER FUNDS	-	-	-	-	0.00%
TOTAL REVENUES	\$ 15,307,500	\$ 1,392,601	\$ 1,392,601	\$ (13,914,899)	9.10%
EXPENSES					
UTILITY BILLING					
PERSONNEL	\$ 406,029	\$ 18,469	\$ 18,469	\$ 387,559	4.55%
SUPPLIES	167,350	343	343	167,007	0.21%
MAINTENANCE	49,500	-	-	49,500	0.00%
PROFESSIONAL SERVICES	25,000	-	-	25,000	0.00%
GENERAL	449,000	25,525	25,525	423,475	5.68%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL UTILITY BILLING	\$ 1,096,879	\$ 44,338	\$ 44,338	\$ 1,052,541	4.04%
PUBLIC WORKS ADMIN					
PERSONNEL	\$ 749,608	\$ 18,096	\$ 18,096	\$ 731,512	2.41%
SUPPLIES	3,000	-	-	3,000	0.00%
PROFESSIONAL SERVICES	550,000	-	-	550,000	0.00%
GENERAL	2,100	-	-	2,100	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PUBLIC WORKS ADMIN	\$ 1,304,708	\$ 18,096	\$ 18,096	\$ 1,286,612	1.39%
UTILITY OPERATIONS					
PERSONNEL	\$ 1,037,245	\$ 40,826	\$ 40,826	\$ 996,419	3.94%
SUPPLIES	316,250	19,812	19,812	296,438	6.26%
MAINTENANCE	483,000	7,992	7,992	475,008	1.65%
PROFESSIONAL SERVICES	3,397,000	18,395	18,395	3,378,606	0.54%
GENERAL	394,500	-	-	394,500	0.00%
CAPITAL OUTLAY	589,943	20,352	20,352	569,591	3.45%
TOTAL UTILITY OPERATIONS	\$ 6,217,938	\$ 107,376	\$ 107,376	\$ 6,110,562	1.73%
NON-DEPARTMENTAL					
PROFESSIONAL SERVICES	\$ 75,000	\$ 3,409	\$ 3,409	\$ 71,591	4.55%
GENERAL	133,918	8,699	8,699	125,219	6.50%
TRANSFERS TO OTHER FUNDS	6,461,199	538,433	538,433	5,922,766	8.33%
TOTAL NON-DEPARTMENTAL	\$ 6,670,117	\$ 550,541	\$ 550,541	\$ 6,119,576	8.25%
TOTAL EXPENSES	\$ 15,289,642	\$ 720,351	\$ 720,351	\$ 14,569,290	4.71%
NET CHANGE IN FUND BALANCE	\$ 17,858	\$ 672,249	\$ 672,249	\$ (654,391)	

CITY OF HUTTO
OTHER FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED OCTOBER 31, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
HOTEL TAX FUND					
REVENUES	\$ 200,000	\$ -	\$ -	\$ (200,000)	0.00%
EXPENDITURES	200,000	-	-	200,000	0.00%
NET CHANGE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	# <u>\$ -</u>	
PEG CAPITAL FUND					
REVENUES	\$ 70,000	\$ -	\$ -	\$ (70,000)	0.00%
EXPENDITURES	45,000	-	-	45,000	0.00%
NET CHANGE	<u>\$ 25,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (25,000)</u>	
PARKS IMPROVEMENTS & ACQUISITION FUND (FORMERLY PARK IMPROVEMENT FUND)					
REVENUES	\$ 251,500	\$ -	\$ -	\$ (251,500)	0.00%
EXPENDITURES	-	15,370	\$ 15,370	(15,370)	100.00%
NET CHANGE	<u>\$ 251,500</u>	<u>\$ (15,370)</u>	<u>\$ (15,370)</u>	<u>\$ (266,870)</u>	
COMMUNITY PID FEES					
REVENUES	\$ -	\$ 9,470	\$ 9,470	\$ 9,470	100.00%
EXPENDITURES	-	-	-	-	0.00%
NET CHANGE	<u>\$ -</u>	<u>\$ 9,470</u>	<u>\$ 9,470</u>	<u>\$ 9,470</u>	
TRANSPORTATION IMPROVEMENT FUND					
REVENUES	\$ 2,101,500	\$ 239,999	\$ 239,999	\$ (1,861,501)	11.42%
EXPENDITURES	-	-	-	-	0.00%
NET CHANGE	<u>\$ 2,101,500</u>	<u>\$ 239,999</u>	<u>\$ 239,999</u>	<u>\$ (1,861,501)</u>	
2022 GENERAL OBLIGATION BONDS					
REVENUES	\$25,007,500	\$25,684,423	\$ 25,684,423	\$ 676,923	102.71%
EXPENDITURES	25,000,000	2,904,370	2,904,370	(22,095,630)	11.62%
NET CHANGE	<u>\$ 7,500</u>	<u>\$22,780,053</u>	<u>\$ 22,780,053</u>	<u>\$ (21,418,708)</u>	
COMMUNITY DEVELOPMENT CORPORATION					
REVENUES	\$ 2,502,250	\$ 178,852	\$ 178,852	\$ (2,323,398)	7.15%
EXPENDITURES	1,999,118	53,988	53,988	1,945,130	2.70%
NET CHANGE	<u>\$ 503,132</u>	<u>\$ 124,864</u>	<u>\$ 124,864</u>	<u>\$ (378,268)</u>	

CITY OF HUTTO
UTILITY FUNDS
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH ENDED OCTOBER 31, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
UTILITY IMPACT FEES FUND					
REVENUES	\$ 5,000,000	\$ 478,841	\$ 478,841	\$ (4,521,159)	9.58%
EXPENSES	3,162,217	-	-	3,162,217	0.00%
NET CHANGE	<u>\$ 1,837,783</u>	<u>\$ 478,841</u>	<u>\$ 478,841</u>	<u>\$ (7,683,376)</u>	
UTILITY CIP FUND					
REVENUES	\$ 50,000	\$ 17,871	\$ 17,871	\$ (32,129)	35.74%
EXPENSES	7,500,000	-	-	7,500,000	0.00%
NET CHANGE	<u>\$ (7,450,000)</u>	<u>\$ 17,871</u>	<u>\$ 17,871</u>	<u>\$ (7,532,129)</u>	
SOLID WASTE FUND					
REVENUES	\$ 2,262,000	\$ 204,383	\$ 204,383	\$ (2,057,617)	9.04%
EXPENSES	2,088,750	-	-	2,088,750	0.00%
	<u>\$ 173,250.00</u>	<u>\$ 204,382.67</u>	<u>\$ 204,382.67</u>	<u>\$ (4,146,367)</u>	

City of Hutto**% of Annual Permit Revenue Collected by Month****FY 2020 - FY2023**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September
2022-2023 ⁽¹⁾	8%	3%										
2021-2022 ⁽²⁾	9%	18%	10%	11%	7%	10%	4%	6%	10%	5%	3%	6%
2020-2021 ⁽²⁾	4%	5%	5%	8%	5%	16%	9%	2%	16%	6%	10%	15%
2019-2020 ⁽²⁾	9%	4%	6%	10%	15%	14%	6%	7%	10%	5%	5%	9%

⁽¹⁾ Percentage of revenue collected in comparison to adopted budget

⁽²⁾ Percentage of revenue collected in comparison to actual annual revenue



INVESTMENT PORTFOLIO REPORT

For the Month Ended

October 31, 2022

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

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

Controller

Senior Accountant

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

Summary

Month End Results by Investment Category:

<u>Asset Type</u>	<u>September 30, 2022</u>		<u>October 31, 2022</u>		
	<u>Book Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>
Bank Deposits	\$ 13,985,287	\$ 13,985,287	\$ 13,497,789	\$ 13,497,789	0.04%
MMF Sweep/MMA	1,882,463	1,882,463	1,886,243	1,886,243	2.41%
LGIPs	56,251,424	56,251,424	81,603,289	81,603,289	3.02%
Totals	\$ 72,119,174	\$ 72,119,174	\$ 96,987,321	\$ 96,987,321	

<u>Average Yield - Current Month (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	2.60%	Total Portfolio	2.60%
Rolling Three Month Treasury	3.23%	Rolling Three Month Treasury	3.23%
Rolling Six Month Treasury	2.93%	Rolling Six Month Treasury	2.93%
		TexPool	2.93%

<u>Interest Earnings</u>			
Monthly Interest Income	\$	187,016	Approximate
Year-to-date Interest Income	\$	187,016	Approximate

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

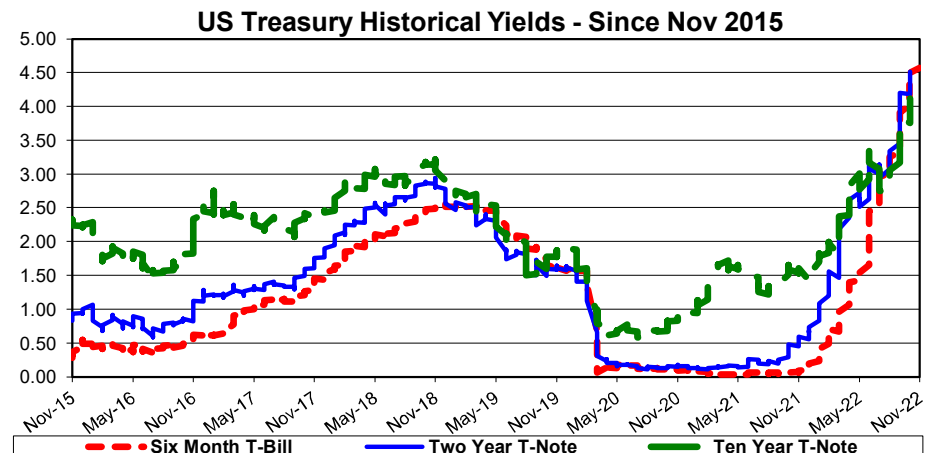
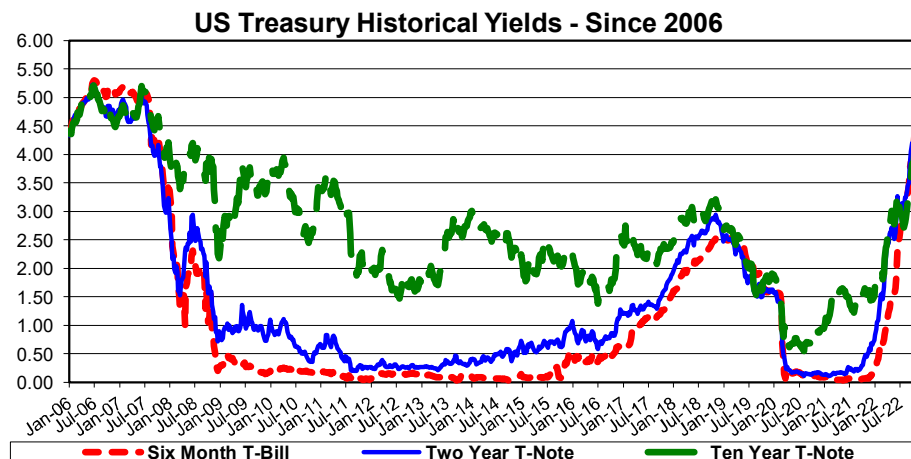
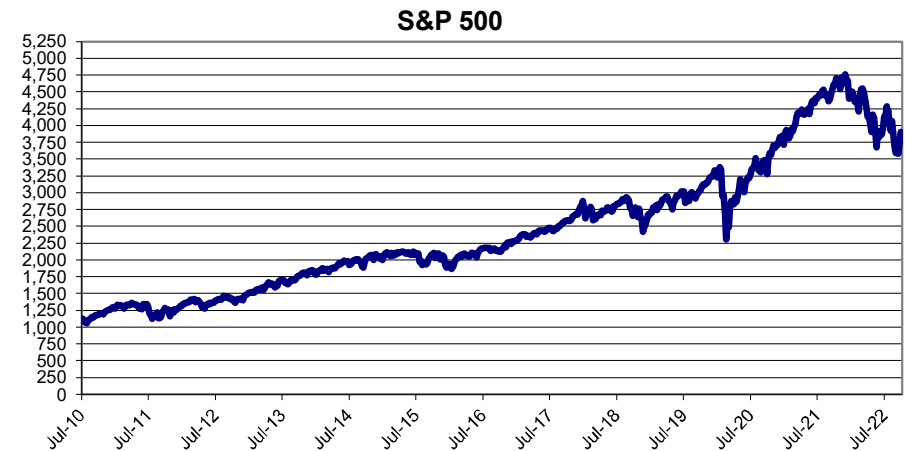
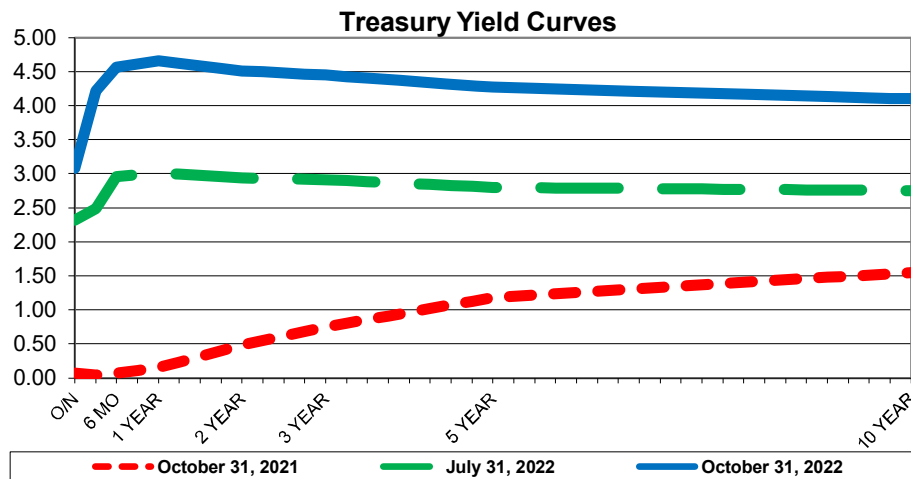
(2) Fiscal Year-to-Date Average Yields calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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

Economic Overview

10/31/2022

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.75% to 3.75% - 4.00% November 2nd (Effective Fed Funds are trading +/-3.83%). An additional 0.50% - 0.75% increase is currently anticipated December 14th. Third Quarter GDP jumped to positive 2.6% (Advance Estimate). International economies continued slowing. October Non-Farm Payroll added 263k new jobs with a Three Month Average of 289k. Crude oil bounced back above \$88 per barrel. The Stock Markets "stabilized" at +/-20% below the 2021 peak. The negatively sloped yield curve (6 months to 10 years, with peak yield at 1 year) may indicate lower future interest rates. Inflation remained well over the FOMC 2% target (Core PCE 5+% and CPI 8+%).



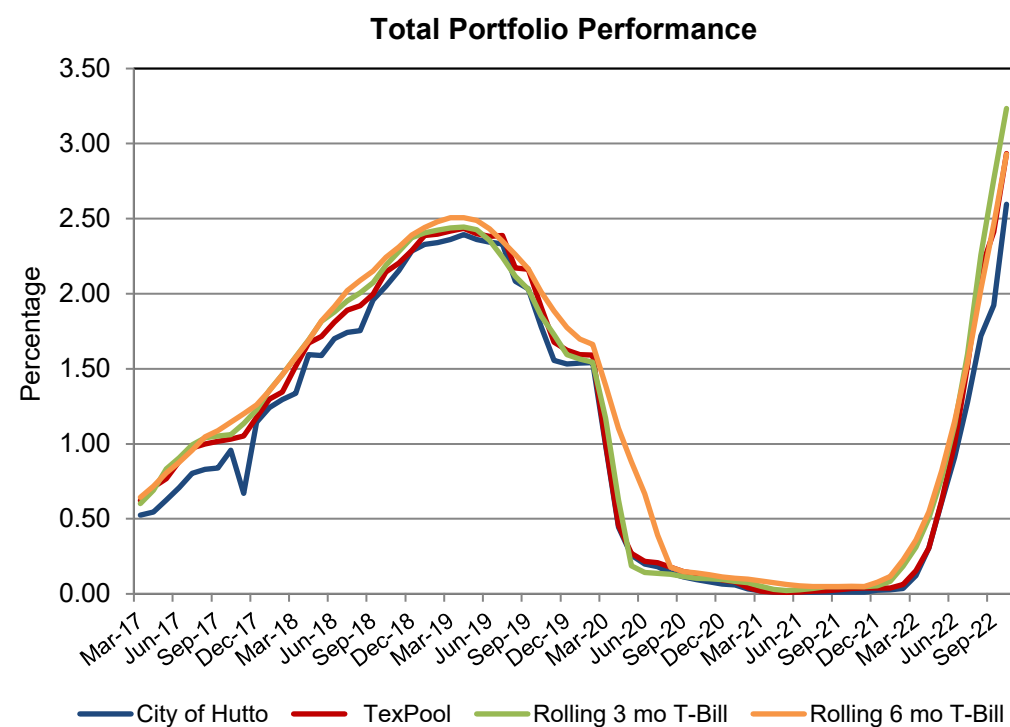
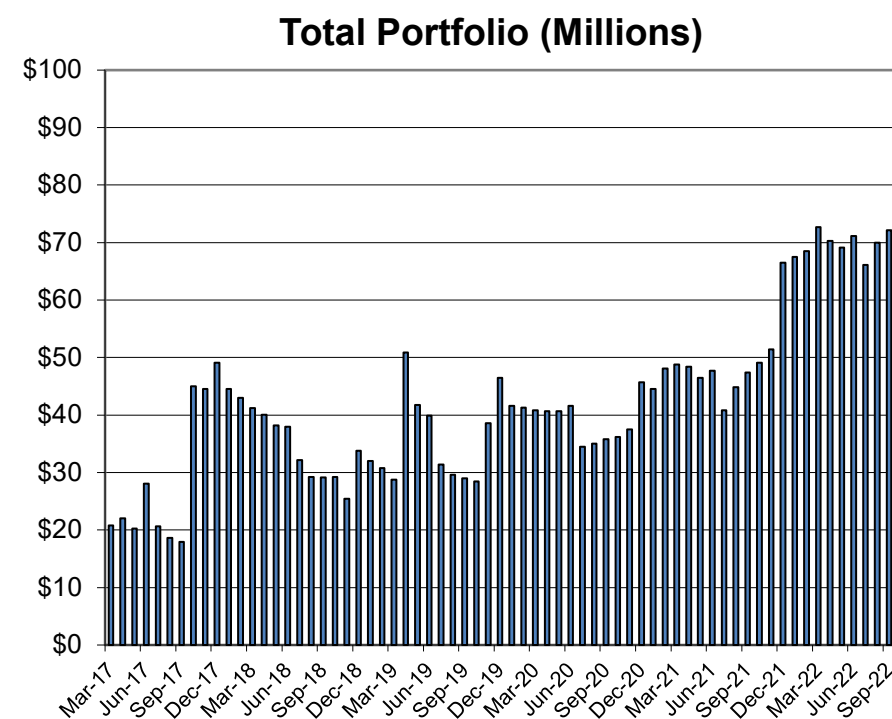
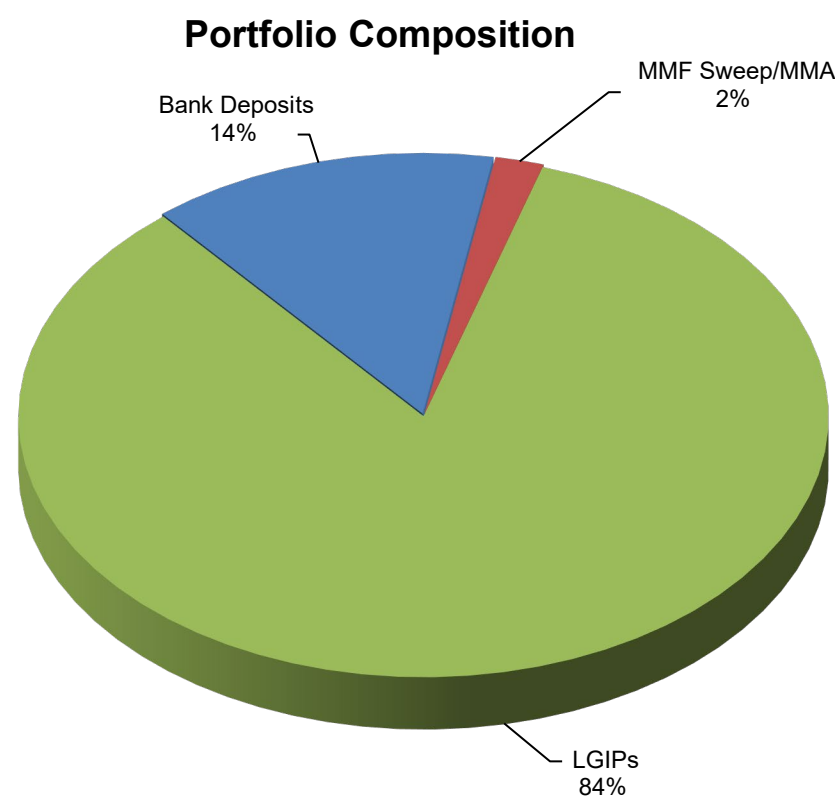
Investment Holdings

October 31, 2022

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank		0.00%	11/01/22	10/31/22	\$ 13,287,913	\$ 13,287,913	1.00	\$ 13,287,913	1	0.00%
Cadence Bank		2.66%	11/01/22	10/31/22	209,877	209,877	1.00	209,877	1	2.66%
Bank of Texas MMF		2.41%	11/01/22	10/31/22	1,886,243	1,886,243	1.00	1,886,243	1	2.41%
TexPool	AAAm	2.93%	11/01/22	10/31/22	19,770,517	19,770,517	1.00	19,770,517	1	2.93%
Texas Class	AAAm	3.23%	11/01/22	10/31/22	32,544,374	32,544,374	1.00	32,544,374	1	3.23%
TexSTAR	AAAm	2.85%	11/01/22	10/31/22	29,288,398	29,288,398	1.00	29,288,398	1	2.85%
					\$ 96,987,321	\$ 96,987,321		\$ 96,987,321	1	2.60%
									(1)	(2)

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

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



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/22	Increases	Decreases	Book Value 10/31/22	Market Value 09/30/22	Change in Market Value	Market Value 10/31/22
Wells Fargo Bank	0.00%	11/01/22	\$ 13,777,877	\$ —	\$ (489,964)	\$ 13,287,913	\$ 13,777,877	\$ (489,964)	\$ 13,287,913
Cadence Bank	2.66%	11/01/22	207,410	2,466	—	209,877	207,410	2,466	209,877
Bank of Texas MMF	2.41%	11/01/22	1,882,463	3,780	—	1,886,243	1,882,463	3,780	1,886,243
TexPool	2.93%	11/01/22	19,552,484	218,033	—	19,770,517	19,552,484	218,033	19,770,517
Texas Class	3.23%	11/01/22	7,481,335	25,063,039	—	32,544,374	7,481,335	25,063,039	32,544,374
TexSTAR	2.85%	11/01/22	29,217,606	70,792	—	29,288,398	29,217,606	70,792	29,288,398
TOTAL / AVERAGE	2.60%		\$ 72,119,174	\$ 25,358,111	\$ (489,964)	\$ 96,987,321	\$ 72,119,174	\$ 24,868,147	\$ 96,987,321

Fund Allocation - Book & Market Value
October 31, 2022

		Operating Funds	Debt Service	Capital Projects	Grant Funds	PID Funds	Utility Funds	2014 TWDB
	Total							
Wells Fargo Bank	\$ 13,287,913	\$ 13,287,913						
Cadence Bank	209,877	209,877						
Bank of Texas MMF	1,886,243							1,886,243
TexPool	19,770,517	19,770,517						
Texas Class	32,544,374			25,042,498		3,458,507	4,043,370	
TexSTAR	29,288,398	15,400,770	1,100,553	5,811,341	6,975,733			
Total	\$ 96,987,321	\$ 48,669,077	\$ 1,100,553	\$ 30,853,839	\$ 6,975,733	\$ 3,458,507	\$ 4,043,370	\$ 1,886,243

**Fund Allocation - Book & Market Value
September 30, 2022**

		Operating Funds	Debt Service	Capital Projects	Grant Funds	PID Funds	Utility Funds	2014 TWDB
	Total							
Wells Fargo Bank	\$ 13,777,877	\$ 13,777,877						
Bancorp South	207,410	207,410						
Bank of Texas MMF	1,882,463							1,882,463
TexPool	19,552,484	19,552,484						
Texas Class	7,481,335					3,449,037	4,032,298	
TexSTAR	29,217,606	15,329,941	1,097,893	5,830,900	6,958,871			
Total	\$ 72,119,174	\$ 48,867,712	\$ 1,097,893	\$ 5,830,900	\$ 6,958,871	\$ 3,449,037	\$ 4,032,298	\$ 1,882,463

AGENDA ITEM REPORT

12.3.



To: City Council
Subject: Consideration and possible action on proposed Charter Amendments. (Legal)
Meeting: Thursday, January 5, 2023
Department: Legal /
Staff Contact: Dottie Palumbo

BACKGROUND INFORMATION:

City Council held a work session on December 15, 2022, regarding potential Charter amendments for consideration to be placed on the ballot in the May 2023 election. Attached is a list of the potential Charter amendments.

If Council desires to place any of the potential Charter amendments on the ballot in May 2023, the deadline to submit charter propositions to Williamson County Elections Department is February 17th, 2023.

Council may either direct staff to prepare ballot language for consideration and possible action by Council at its regular meeting on February 2nd or 16th to meet the deadline for the May 2023 election, or Council may direct staff to wait to call the election for proposed Charter amendments at another date.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Not applicable.

ATTACHMENTS:

1. Proposed Charter Amendments-redline

Proposed Charter Amendments

The following Sections were identified for potential amendments:

SECTION 3.01 NUMBER, SELECTION AND TERM

Recommendation: No change. Potential amendments to manner by which Mayor and City Council members are selected would be more appropriate for review by a Charter Review Commission.

SECTION 3.04 COMPENSATION

Recommendation: Align compensation provisions with Texas Constitutional provisions regarding “salary.”

- a) The Mayor shall receive as ~~compensation salary, subject to the limitations imposed by state law,~~ the sum of five hundred dollars (\$500.00) for attendance at each regular City Council meeting; provided, however, that the Mayor shall not receive ~~compensation salary~~ for more than two (2) meetings in any one month.
- b) City Council members shall receive as ~~compensation salary, subject to the limitations imposed by state law,~~ the sum of four hundred dollars (\$400.00) for attendance at each regular City Council meeting; provided, however, that no City Council member shall receive ~~compensation salary~~ for more than two (2) meetings in any one month.
- c) The Mayor and City Council members shall be entitled to all necessary expenses incurred in the performance of their official council duties upon approval by the City Council.

SECTION 3.05 MAYOR AND MAYOR PRO-TEM

Recommendation: Clarify that Mayor Pro-tem is elected by the newly elected City Council at first meeting after conclusion of regular and run-off elections.

The Mayor Pro-tem shall be a Council member, elected by the City Council at the first regular City Council meeting at which a newly elected City Council is qualified and seated following each regular City election or run-off election, if applicable. The Mayor Pro-tem shall act as Mayor during the disability, absence, or failure of the Mayor to carry out the duties of the office, and in this capacity shall have the rights conferred upon the Mayor. If the City Council Member serving as Mayor Pro-Tem, resigns for any reason, is removed from office in any manner authorized by law, or a forfeiture of his or her office occurs, the City Council shall at the next regular City Council meeting after the office is declared vacant, elect a Mayor Pro-Tem.

SECTION 3.13 ORDINANCES IN GENERAL

Recommendation: Remove second reading requirement so that ordinances may be enacted by one reading, as allowed by state law.

~~... Any ordinance which levies a fine or penalty and those dealing with budget and/or tax, franchises, public utilities, or the setting of their rates, shall be read at two regular meetings followed by publication in full or by caption in two successive issues of the official newspaper of the City before the same shall become effective.~~

~~All other ordinances shall not be finally passed until they have been read on two separate days not less than twelve (12) hours apart; provided, however, if an ordinance has been introduced at a regular meeting of the City Council, the requirements for reading on two separate days may be dispensed with by affirmative vote of all the Members of the City Council present.~~

Ordinances shall require one (1) reading, the form, procedures for adoption, effective date and publication of ordinances and emergency ordinances shall be enacted as allowed by state law.

SECTION 5.02 FILING FOR OFFICE

Recommendation: Remove requirement that city employee must resign to file for office.

. . . b) Additional restrictions. In addition to the foregoing qualifications, the following restrictions shall apply: . . .

~~3) No employee of the City shall continue in such position after filing for an elective office of the City.~~

SECTION 8.07 AMENDMENTS AFTER ADOPTION

Recommendation: Allow for additional restrictions by ordinance relating to city manager authority to transfer funds for purposes of employee separation pay.

d) Transfer of Appropriations. At any time during the fiscal year the City Council may by ordinance transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriations for other departments or major organizational units. The City Manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit, except for a transfer of funds for employee separation pay, which shall be limited by ordinance, and shall report such transfers to the City Council no later than the next regular City Council meeting.

SECTION 8.12 PURCHASE PROCEDURE

Recommendation: No change.

SECTION 13.03 ETHICS

Recommendation: Clarify vague wording and align with state law use defined term, “substantial interest.”

a) Conflicts of Interest. The use of public office for private gain is prohibited. The City Council shall implement this prohibition by ordinance. ~~Regulations to this end~~ The prohibitions adopted by Council by ordinance shall include but not be limited to acting in an official capacity on matters in which the official has a ~~private financial interest~~ substantial interest as defined by Texas Local Government Code Chapter 171 clearly separate from that of the general public, the acceptance of gifts and other things of financial value, acting in a private capacity on matters dealt with as ~~a public official~~ an elected or appointed official, the use of confidential information, and appearances by City officials before other City agencies on behalf of private interests. This ordinance shall provide for reasonable public disclosure of finances by an elected or appointed officials with major decision-making authority over monetary expenditures and contractual matters and, insofar as permissible under State law, shall provide fines and punishment for violations.

...

d) ~~Personal Financial Interest~~ Substantial Interest. No member of the City Council or ~~employee-appointed official~~ of the City shall participate in a vote, decision or deliberation on any matter involving a business entity or real property in which the official or employee has a substantial interest as provided by state law. Each member of the City Council and each ~~employee~~ appointed official of the City shall comply with the provisions of Texas Local Government Code, Chapter 171, as amended, regulating conflicts of interest of local public officials. Any willful violation of this section shall constitute malfeasance in office, and any official or ~~employee-appointed official~~ of the City found guilty thereof shall thereby forfeit his or her office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the City shall render the contract voidable by the City Manager or the City Council.

SECTION 13.12 CHARTER REVIEW COMMISSION

Recommendation: No change.

AGENDA ITEM REPORT

12.4.



To: City Council
Subject: Discussion of wording on a rededication plaque for Hutto City Hall
(Councilmember Sutton)
Meeting: Thursday, January 5, 2023
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

Councilmember Sutton requested an agenda item to discuss wording for a City Hall rededication plaque.

In September 2021, the previous dedication plaque was removed and destroyed per City Council's direction.

This item was tabled from the December 15, 2022 council meeting.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Not applicable.

ATTACHMENTS:

1. PlaqueImages





HUTTO CITY HALL

DOUG GAUL

Mayor

TOM HINES

Place 2

Mayor Pro-Tem

SCOTT ROSE

Place 1

NATE KILLOUGH

Place 3

TIM JORDAN

Place 4

PATTI TURNER

Place 5

TERRI GRIMM

Place 6

Developer

MA PARTNERS
BUTLER FAMILY

Architect

JACKSON GALLOWAY
ARCHITECTS

Contractor

JOHN KING
CONSTRUCTION

DEDICATED MAY 2, 2019

AGENDA ITEM REPORT

12.5.



To: City Council
Subject: Discussion of City Sponsorship at Chamber Gala (Councilmember Kinsey)
Meeting: Thursday, January 5, 2023
Department: City Council /
Staff Contact: Angela Lewis

BACKGROUND INFORMATION:

Councilmember Kinsey requested discussion on the City sponsoring at the Hutto Chamber of Commerce Gala.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

THE ROARING TWENTIES GATSBY GALA SPONSORSHIP LEVELS & BENEFITS							
TITLE SPONSOR \$6000	ENTERTAINMENT SPONSOR \$5500	GOLD SPONSOR \$3500	SILVER SPONSOR \$2500	PHOTO SPONSOR \$1200	AUCTION SPONSOR \$1000	DESSERT SPONSOR \$750	FRIENDS OF THE ROARING TWENTIES SPONSOR \$500
• Exclusive table for 100 • Full page ad in program • Company logo and hyperlink on event landing page • 10 bottles of wine • Company recognition prior to event via social media and email blast • Choice of cake from dessert table • Company logo on all printed materials • Sponsor logo at open bar • Sponsor recognition throughout event	• 2 1/2 page ad in program • Company logo and hyperlink on event landing page • 8 bottles of wine • Company recognition prior to event via social media and email blast • Sponsor logo at open bar • Sponsor logo at entertainment	• 4 tickets to Gala • Half page ad in program • Company logo and hyperlink on event landing page • 4 bottles of wine • Company recognition prior to event via social media and email blast	• 2 tickets to Gala • Quarter page ad in program • Company logo and hyperlink on event landing page • 2 bottles of wine • Company recognition prior to event via social media and email blast	• Quarter page ad in program • Company logo and hyperlink on event landing page • 1 bottle of wine • Company recognition prior to event via social media and email blast	• Company logo on auction table • Company recognition at Live Auction • Company logo in program • Company logo and hyperlink on event landing page • Company recognition prior to event via social media and email blast	• Company logo at dessert table • Company logo and hyperlink on event landing page • Company recognition prior to event via social media and email blasts	• Company logo and hyperlink on event landing page • Company recognition prior to event via social media and email blasts

The Hutto Chamber Gala will be held on January 28, 2023 from 6 PM – 10 PM at Kalahari Resort. Individual tickets start at \$125 per person. Base level tables for 10 people are available for \$1,250.

ATTACHMENTS:

None

AGENDA ITEM REPORT

12.5.



AGENDA ITEM REPORT

12.6.



To: City Council
Subject: Discussion of Status of Past Year's Council Actions (Mayor Snyder and Mayor Pro Tem Gordon)
Meeting: Thursday, January 5, 2023
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

At the December 1, 2022 City Council meeting, Mayor Snyder requested a discussion item regarding the review of City Council decisions and actions in 2022 on the December 15, 2022 meeting agenda. The item was tabled at the December 15, 2022 meeting.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

12.7.



To: City Council
Subject: Discussion and possible action regarding the qualifications of City Council member Place 5 as described in the Hutto Charter section 3.02 and any related action per the charter in accordance with Section 3.06(b)(1) including but not limited to forfeiture of office (Mayor Snyder)
Meeting: Thursday, January 5, 2023
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

Mayor Snyder requested discussion with City Council regarding the qualifications of City Council member Place 5 as described in the Hutto Charter section 3.02 and any related action per the charter in accordance with Section 3.06(b)(1) including but not limited to forfeiture of office.

SUMMARY OF REQUEST:

STAFF REVIEW:

Council Member Kinsey stated in a public meeting in November 2022 that she would be moving to Houston in the future. Council Member Kinsey expressed intent to resign at such a time as to allow the vacancy for Place 5 to be filled at the next uniform election.

Recently, concerned residents provided information alleging that Council Member Kinsey's house in Hutto is empty. The agenda item is to discuss and take possible action on whether Council Member Kinsey retains the qualifications for office or no longer resides within the City. This is a factual question for the City Council to decide.

Texas courts have described residency as an elastic concept that is difficult to define, involving factual questions of both physical presence and the person's intent. Here, while the Council may consider all relevant circumstances, facts conclusively established by public records are the basis for a determination of whether Council Member Kinsey has changed her residency to Houston or if she remains in the process of moving and continues to qualify as residing within the City of Hutto at this time.

If the Council declares the Place 5 office forfeit and vacant on January 5, then a special election must be held to fill the vacancy within 120 days (i.e., no later than May 5, 2023). This special election is one day too early to hold the special election in conjunction with the May 6 uniform election.

AGENDA ITEM REPORT

12.7.



Alternatively, if the Council does not declare the office vacant by forfeiture on January 5, or if Council Member Kinsey submits her resignation so that it becomes effective on or after January 6, the special election to fill the vacancy may be held in conjunction with the May 6 uniform election. A resignation becomes effective on the earlier of eight days after submission, or upon acceptance by the Council.

FISCAL NOTES:

ATTACHMENTS:

None