CITY OF HUTTO, TEXAS  
REGULAR CITY COUNCIL MEETING  
THURSDAY, MAY 2, 2019 AT 7:00 PM  
CITY HALL - CITY COUNCIL CHAMBERS  
500 WEST LIVE OAK

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

AMENDED AGENDA

1. CALL SESSION TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. PROCLAMATIONS:
   5A. Proclamation declaring May 2019, Historic Preservation Month in Hutto, Texas
6. CITY COUNCIL COMMENTS
   6A. General Comments from City Council
7. PUBLIC COMMENT  
Any citizen wishing to speak during public comment may do so after completing the required registration form. In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council. No formal action, discussion, deliberation, or comment will be made by the City Council. Comments must be courteous and respectful. Accordingly, concerns, complaints, and assertions of character regarding specific individuals, including any citizens, staff member, City Board or Commission member or City Council member shall not be raised in a public forum; but should be addressed separately and privately with the City Manager or individual member of the City Council. Any person who violates these rules will have their speaking time ended immediately. Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council Chambers. Each person providing public comment will be limited to 3 minutes.
   7A. Remarks from visitors. (Three-minute time limit)

< 1 May 2, 2019 - City Council Agenda >
8. **CITY MANAGER COMMENTS:**

8A. Update the City Council on City’s Bond Projects (Ashley Lumpkin, Tony Host, and MD Hossain)

8B. Construction update on the Co-Op Development. (Bob Wunsch)

9. **CONSENT AGENDA ITEMS:**

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

9A. Consideration and possible action approving the minutes of the April 18, 2019 Regular Council Meeting. (Lisa Brown)

9B. Consideration and possible action on a resolution approving Change Order #1 for the Shiloh New Ground Storage Tank. (MD Hossain)

9C. Consideration and possible action on a resolution authorizing the City Manager to negotiate and execute a contract with Aaron Concrete Contractors for the US Highway 79 Median Improvements. (Ashley Lumpkin)

9D. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the Chandler Corner property, 26.303 acres, more or less, of land located at the southwest corner of Chandler Road and FM 1660 North. (Ashley Lumpkin)

9E. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the Fritz Tract, 5.9753 acres, more or less, of land located on CR 132. (Ashley Lumpkin)

9F. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the Limmer Tracts, 497.58 acres, more or less, of land located on FM 1660 South. (Ashley Lumpkin)

9G. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the LPL Investments Tract, 141.5 acres, more or less, of land located on FM 1660 South. (Ashley Lumpkin)

9H. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the M. Moore Family Farms Tracts, 528.774 acres, more or less, of land located on CR 132 and also on Limmer Loop. (Ashley Lumpkin)
9I. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the No-Count LLC Tracts, 157.0848 acres, more or less, of land located on CR 119 and also on CR 108. (Ashley Lumpkin)

9J. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the TK Industrial Park, 35.51 acres, more or less, of land located on CR 108. (Ashley Lumpkin)

9K. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Mark Stephen Krueger, for 63.6 acres, more or less, of land, located on the north side of FM 1660 South between FM 3349 and CR 134. (Ashley Lumpkin)

9L. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Klaus Farms LTD, for 247.8 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)

9M. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert Smith and Janice H. Smith, for 7.748 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

9N. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert Smith and Janice H. Smith, for 10.0 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

9O. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert Smith and Janice H. Smith, for 4.868 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

REGULAR AGENDA ITEMS

10. ORDINANCES:

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

11. OTHER BUSINESS:

11A. Consideration of and possible appointments to City Boards and Commissions. (Lisa Brown)
12. **EXECUTIVE SESSION:**
The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 [Litigation/Consultation with Attorney], 551.072 [Deliberations regarding real property], 551.073 [Deliberations regarding gifts and donations], 551.074 [Deliberations regarding personnel matters] or 551.076 [Deliberations regarding deployment/implementation of security personnel or devices] and 551.087 [Deliberations regarding Economic Development negotiations].

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

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

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

14. **ADJOURNMENT**

**CERTIFICATION**

I certify that this notice of the May 2, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on April 29, 2019 at 3:04 pm.

[Signature]
Lisa L. Brown, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4033 or lisa.brown@huttotx.gov for assistance.
AGENDA ITEM NO.: 5A.  AGENDA DATE: May 02, 2019

PRESENTED BY: Mayor Doug Gaul

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

STRATEGIC GUIDE POLICY: Quality of Life & Services

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

BUDGETARY AND FINANCIAL SUMMARY:
Not Applicable

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not Applicable

CITY ATTORNEY REVIEW:
Not Applicable

STAFF RECOMMENDATION:
Not Applicable

SUPPORTING MATERIAL:
1. **Proclamation-National Preservation Month**

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<th>Funding Source</th>
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**Fiscal and Budgetary Comments:**

**Fiscal Review Signature:**
PROCLAMATION

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

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

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

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

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

NATIONAL PRESERVATION MONTH

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

Proclaimed this 2nd day of May 2019.

CITY OF HUTTO, TEXAS

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

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

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

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

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

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

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

Hwy 79 and Co-Op Grade Crossing (Project assigned to HNTB)
- Field visit for assessment of proposed improvements
- Developed Cost Estimate

Intersections at FM 1660 N @ Limmer Loop, FM 1660 N @ Hwy 79, FM 1660 S @ Hwy 79/ Front St. (Projects assigned to HNTB)
- Collected turning movement counts for intersection improvements. Reviewed turning movement count data collected. Developed Synchro traffic models based on current traffic data.

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

Old Town Streets Reconstruction and Drainage Improvements (Projects assigned to Hejl, Lee & Associates, Inc)
- HLA has prepared a preliminary roadway cross-sections. HLA performed evaluation of existing ROW. The proposed roadway sections will be designed to fit the existing ROW as much as possible.
- HLA has reviewed previously completed pavement structural evaluation (pavement condition score).
- HLA will start surveying and designing for Live Oak Street (from West Street to Park Avenue) and Taylor Street (From FM 1660 N to Park Ave) soon.
Legend of Hutto Drainage Improvements (Projects assigned to Hejl, Lee & Associates, Inc)

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

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

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

BUDGETARY AND FINANCIAL SUMMARY:

N/A

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

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

CITY ATTORNEY REVIEW:

N/A

STAFF RECOMMENDATION:

N/A

SUPPORTING MATERIAL:
There are no supporting documents.

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Fiscal and Budgetary Comments:

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

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends approval.

SUPPORTING MATERIAL:
There are no supporting documents.
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**Fiscal and Budgetary Comments:**

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

CALL SESSION TO ORDER

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

ROLL CALL

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

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

INVOCATION

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

PLEDGE OF ALLEGIANCE

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

CITY COUNCIL COMMENTS

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

**Vote:**

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

April 18, 2019 – City Council Meeting Minutes
Councilmember Nathan Killough
Councilmember Patti Turner
Councilmember Terri Grimm

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

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

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

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

**COUNCIL ACTION**

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

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

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

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

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

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

*Councilwoman Grimm wanted to know if the Council would be notified of the outcome of the negotiations – City Manager Jones stated the Council will be kept informed.*
Vote: Ayes Mayor Doug Gaul  
Councilmember Scott Rose  
Mayor Pro-tem Tom Hines  
Councilmember Nathan Killough  
Councilmember Patti Turner  
Councilmember Terri Grimm

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

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

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

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

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

14A. Consideration and possible action regarding Project Expansion.

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

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

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

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

Action: The motion passed with 6 ayes, 0 nays.
The Council recessed at 7:10 p.m. to conduct a press conference to announce Project Expansion.

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

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

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

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

Council reconvened at 8:09 p.m.

PUBLIC COMMENT

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

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

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

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

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

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

Greg Varney of Castlerock Builders, Division Manager – Confusion regarding the Smartcode. There are questions regarding the intent to eliminate single story homes. The last offer from the City was to allow 20% of the homes to be one story with a minimum of 2,000 sq. ft. and for Castlerock to fund a $475,000.00 splash pad to receive the variance. That size home will not fit on those lots.
7A. Consideration of a public hearing and possible action on the first reading of an ordinance approving the Planned Unit Development (PUD) zoning ordinance amendment for the Hutto Crossings PUD, 465.00 acres, more or less, of land, located at the southwest corner of Chris Kelley Boulevard and Us 79 West.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PUBLIC HEARINGS:**

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

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

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

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

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

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

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

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

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

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

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

*Mayor Gaul stated it is his understanding the homeowners met with the developers earlier in the week to discuss their concerns and the developers have some updates.*
Scott Rempe and Dustin Goss from the developers stated a couple of items have been identified that concern the residents: 1) being traffic on Red River, and 2) being water drainage. They will be taking water from the Rivers Crossing subdivision and dispersing it in the creek in a more efficient manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONSENT AGENDA**

10A. Consideration and possible action approving the minutes of the April 4, 2019 Regular Council Meeting and April 11, 2019 Special Called City Council Meeting.

10B. Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of the HISD Tract, 65.0 acres, more or less, of land located on the east side of FM 1660 North.

10C. Consideration and possible action on a resolution authorizing the City Manager to enter into a contract with NAPCO Chemical Company for the purchase of Phosphates.

10D. Consideration and possible action on a resolution authorizing the Creekside Park Improvements, Task Order #4, related to the Proposition C Bond park projects.

10E. Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of the HISD Tract, 100.0 acres, more or less, of land located on the east side of FM 1660 North.

10F. Consideration and possible action on a resolution approving the proposed Hutto Crossing Phase 4 Revised Preliminary Plat, 24.24 acres, more or less, of land, 87 residential lots, 7 open space lots, located at the southwest corner of Chris Kelley Boulevard and US 79 West.

10G. Consideration and possible action on a resolution approving the proposed Hutto Crossing Phase 4 Section 10 Final Plat, 24.242 acres, more or less, of land, 87 residential lots, located at Knowles Drive and Duroc Drive.
10I. Consideration and possible action on a resolution approving the proposed Star Ranch Parcel 13B Final Plat, 0.453 acres, more or less, of land, 1 commercial lot, located within Hutto’s extraterritorial jurisdiction (ETJ) on Klattenhoff Lane.

10J. Consideration and possible action to appoint Cara Hanna as in-house City Attorney, and setting executive pay as determined by the City Manager.

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

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

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

**RESOLUTIONS:**

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

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

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

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

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

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

11B. A resolution of the City Council of the City of Hutto, Texas, in support of the creation of a Municipal Management District to be known as Hutto Municipal Management District No. 1.
Eliska Padilla advised the Council that Wolverine Interests requested the formation of a Municipal Management District as a mechanism to finance public improvements.

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

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

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

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

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

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

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

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

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

Councilwoman Terri Grimm stated the entire situation was over the pettiest issue she has ever seen.
**Motion:** Mayor Pro-tem Tom Hines made a motion to support the City Manager’s decision to deny a variance request by Castlerock. Councilmember Scott Rose seconded the motion.

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

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

**OTHER BUSINESS**

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

*There were no appointments made.*

**ADJOURNMENT**

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

---

**CITY OF HUTTO**

__________________________
Doug Gaul, Mayor

**ATTESTED:**

__________________________
Lisa L. Brown, City Secretary
ITEM: Consideration and possible action on a resolution approving Change Order #1 for the Shiloh New Ground Storage Tank. (MD Hossain)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

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

BUDGETARY AND FINANCIAL SUMMARY:
This change order results in an increase of $91,600 to the contract increasing the total amount of the contract to $626,600.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:
STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:
1. Resolution
2. Change Order #1
3. Change Order #1 Plan Markups

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Fund</th>
<th>Div</th>
<th>Dept</th>
<th>Object/Project</th>
<th>Total Requested</th>
<th>Available FY Budget</th>
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</table>

Fiscal and Budgetary Comments:

Fiscal Review Signature:
RESOLUTION NO.

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

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

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

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

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

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

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

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

CITY OF HUTTO, TEXAS

__________________________
Doug Gaul, Mayor

ATTEST:

__________________________
Lisa Brown, City Secretary
Date of Issuance: 4/16/2019  Effective Date: 4/16/2019

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

The Contract Documents are modified as follows upon execution of this Change Order:
Description:
*Increase inlet pipe to 20” Dia. *Increase overflow pipe to 16” Dia. *Drain and Drain Valve decreased to 6” Dia.
*Increase outlet and equalization pipe to 16” Dia. *Change to underground connections
*Increase Northern, East to West run of piping to 20” diameter
*Increase Western, North to South run of piping to 16” diameter *Add 16” Dia. Shell Nozzle with Blind Flange

Attachments (list documents supporting change):

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<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
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<td>□ Working days □ Calendar days</td>
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<td>[Increase] from previously approved Change Orders No. _____ to No. 1:</td>
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<td>$ 91,600.00</td>
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<td>Contract Price incorporating this Change Order:</td>
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<td>$ 626,600.00</td>
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RECOMMENDED:  
By: [Signature]  
Engineer (Authorized Signature)  
Date: 4/16/2018  
Approved by Funding Agency (if applicable): 

ACCEPTED:  
By: [Signature]  
Owner (Authorized Signature)  
Date: 

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Date: 

EJCDC C-941 Change Order
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
AGENDA ITEM NO.: 9C.                        AGENDA DATE: May 02, 2019

PRESENTED BY: Ashley Lumpkin

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

STRATEGIC GUIDE POLICY:
Infrastructure & Growth

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

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

The improvements include:

- East Bound Left turn bay with raised median into Co-Op Blvd
- East Bound Left turn bay with raised median into West Street
- West Bound Right turn bay into Co-Op Blvd

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

- 14’ lane - 12’ lane - 14’ flush median - 12’ lane - 14’ lane

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

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

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

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

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

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

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends awarding the contract.

SUPPORTING MATERIAL:

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

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Fund</th>
<th>Div</th>
<th>Dept</th>
<th>Object/Project</th>
<th>Total Amount</th>
<th>Requested Amount</th>
<th>Available FY Budget</th>
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<td>Fiscal and Budgetary Comments:</td>
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<tr>
<td>Fiscal Review Signature:</td>
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RESOLUTION NO.

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

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

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

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

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

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

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

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

CITY OF HUTTO, TEXAS

__________________________
Doug Gaul, Mayor

ATTEST:

__________________________
Lisa Brown, City Secretary
February 1, 2019

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

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

Dear Mr. Jones:

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

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

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

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

Sincerely,

Bobby A. Ramthun, P.E.
Area Engineer
Georgetown Area Office
## Bid Comparison

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<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Rank</th>
<th>Difference from Engineer’s Estimate ($)</th>
<th>Difference from Engineer’s Estimate (%)</th>
<th>Difference from Low Bid ($)</th>
<th>Difference from Low Bid (%)</th>
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<td>Aaron Concrete Contractors</td>
<td>$646,999.50</td>
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<td>$260,769.19</td>
<td>67.5%</td>
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<td>C.C. Carlton Industries</td>
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<td>UNM MEASURE</td>
<td>UNIT COST</td>
<td>AMOUNT BID</td>
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**City of Hutto**

**US 79 Median Improvements**

**CSJ: 0204-02-032**

**February 27, 2018**

**Note:** All costs are in USD.
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<tr>
<th>BID ITEM</th>
<th>TECH SPEC</th>
<th>DESCRIPTION</th>
<th>BID QUANTITY</th>
<th>UNIT MEASURE</th>
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**Engineer’s Estimate**

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<th>BID QUANTITY</th>
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**Aaron Concrete Contractors**

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**C.C. Carlton Industries**

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<th>UNIT COST</th>
<th>AMOUNT BID</th>
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**TOTAL COST ADJUSTED FOR CORRECTNESS (BASE)**

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**ACTUAL BID PROPOSAL (BASE)**

- $647,009.50
- $661,185.50

**ADJUSTMENT DIFFERENCE (BASE)**

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**Bid Bond**

- Y
- Y
BID FORM

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

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

1. The undersigned bidder has thoroughly examined the Plans, Specifications and the site, understands the amount of work to be done, and hereby proposes to do all the work, furnish all labor, equipment and materials necessary to fully complete all work as provided in the Plans, Specifications, and subject to the inspection and approval of the Engineer and the City of Hutto.

2. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

3. BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within five (5) days after the date of OWNER’s Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2/22/19</td>
<td>2/25/19</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

"STATEMENT OF MATERIALS AND OTHER CHARGES"

MATERIALS INCORPORATED INTO THE PROJECT $ 171,924.50  
ALL OTHER CHARGES $ 469,075.00  
**TOTAL $ 640,999.50

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

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

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

7. Within ten (10) days after acceptance of this Bid, the undersigned will execute the formal contract and will deliver an approved Surety Bond and such other bonds as required by the Contract Documents, for the faithful performance of this Contract. The attached bid security in the amount of 5% GAB is to become the property of the Owner, in the event the contract and bond or bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional work caused thereby.

8. Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signature page.

9. BIDDER understands that the Owner is exempt from State Limited Sales and Use Tax on tangible personal property to be incorporated into the project. Said taxes are not included in the Contract Price (see Special Instructions to Bidders).

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

[Name]

By [Signature]

[Name]

[Title]

P.O. Box 27107
AUSTIN, TX 78755

Address

(SEAL)

If Bidder is Corporation

Date: 

- END OF BID -
## PRELIMINARY ESTIMATE

**TEXAS DEPARTMENT OF TRANSPORTATION**

**EXHIBIT A**

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<th>ITEM NO.</th>
<th>DESC NO.</th>
<th>DESCRIPTION</th>
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<th>QTY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
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<td>6090 6002 ILSN (LED) (8 D)</td>
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**Total Bid:** $641,999.50
BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated February 28th 2019, for US-79 Median Improvements -Median Work /Right Turn Lane

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

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 20th day of February 2019, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.
CERTIFICATE AS TO CORPORATE PRINCIPAL

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

______________________________ (Corporate Seal)

Title __________________________

* Power-of-attorney for person signing for Surety Company must be attached to bond.
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

LIBERTY MUTUAL FIRE INSURANCE COMPANY
WAUSAU, WISCONSIN
POWER OF ATTORNEY

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

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

bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations, as required, unlimited as to dollar amount

and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duty of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

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

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

LIBERTY MUTUAL FIRE INSURANCE COMPANY

By: David M. Carey, Assistant Secretary

Attest:
Lisa Love

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

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

Teresa Pastella, Notary Public

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

CERTIFICATE

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

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

VOTED

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

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

By: Renee C. Llewellyn, Assistant Secretary

LMS-16702-022017
February 22, 2019

RE: Addendum No. 1
Request for Proposal No. I9-07HT
US 79 Median Improvement at Co-Op

Dear Offeror:

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

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

1. Note: Questions pertaining to this bid shall be submitted to matt.rector@hutto.tx.gov. The deadline for question regarding this bid is February 25, 2019 at 3:00 p.m.

2. Note: Location for submitting bids is still the City Hall at 401 W. Front St, Hutto, TX 78634. Please ask for Lamar Kemp (512-784-7301). The deadline for bid submission is 10:00 A.M. (CST)

3. Regarding the concern expressed, at the pre-bid meeting that the signal equipment might require between 6-8 weeks, the Engineer indicated that if necessary, work may be stopped to accommodate the need.

4. Material testing will be conducted by the City.

5. For any lane closure, the City of Hutto and TxDOT need to be notified in advance.

6. For this project, the awarded contractor needs to be pre-certified by TxDOT

7. There is a Disadvantaged Business Enterprise (DBE) inclusion goal of 8.5% for this project.
BID FORM

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

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

1. The undersigned bidder has thoroughly examined the Plans, Specifications and the site, understands the amount of work to be done, and hereby proposes to do all the work, furnish all labor, equipment and materials necessary to fully complete all work as provided in the Plans, Specifications, and subject to the inspection and approval of the Engineer and the City of Hutto.

2. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

3. BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within five (5) days after the date of OWNER’s Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Received</th>
</tr>
</thead>
<tbody>
<tr>
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<td>2/22/19</td>
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</tbody>
</table>

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

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

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

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

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

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

City of Hutto, US 79 Median Improvements at Co-op Project
Completion Duration (Maximum): 60 Working Days from Notice to Proceed.
Contract time will commence to run as provided in the Contract Documents.

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

**"STATEMENT OF MATERIALS AND OTHER CHARGES"

MATERIALS INCORPORATED INTO THE PROJECT $ ______________

ALL OTHER CHARGES $ ______________

**TOTAL $ ______________

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

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

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

7. Within ten (10) days after acceptance of this Bid, the undersigned will execute the formal contract and will deliver an approved Surety Bond and such other bonds as required by the Contract Documents, for the faithful performance of this Contract. The attached bid security in the amount of 5% GAB is to become the property of the Owner, in the event the contract and bond or bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional work caused thereby.

8. Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signature page.

9. BIDDER understands that the Owner is exempt from State Limited Sales and Use Tax on tangible personal property to be incorporated into the project. Said taxes are not included in the Contract Price (see Special Instructions to Bidders).

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

C.C. CARLTON 

By: 

C.C. CARLTON 

Title 

Address 

Date: 2/28/10 

(SEAL) 

If Bidder is Corporation 

- END OF BID -
## PRELIMINARY ESTIMATE
### TEXAS DEPARTMENT OF TRANSPORTATION

#### EXHIBIT A

<table>
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<tr>
<th>BID ITEM NO.</th>
<th>ITEM NO.</th>
<th>DESC NO.</th>
<th>DESCRIPTION</th>
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<th>QTY</th>
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RHN) | EA | 7.00 |
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| 52 | 682 | 6003 | VEH SIG SEC (12&quot;)LED(YEL) | EA | 7.00 |
| 53 | 682 | 6004 | VEH SIG SEC (12&quot;)LED(YEL ARW) | EA | 4.00 |
| 54 | 682 | 6005 | VEH SIG SEC (12&quot;)LED(RED) | EA | 7.00 |
| 55 | 682 | 6006 | VEH SIG SEC (12&quot;)LED(RED ARW) | EA | 1.00 |
| 56 | 682 | 6020 | BACK PLATE (12&quot;) (3 SEC) | EA | 5.00 |
| 57 | 682 | 6024 | BACK PLATE (12&quot;) (4 SEC) | EA | 1.00 |
| 58 | 682 | 6025 | BACK PLATE (12&quot;) (5 SEC) | EA | 2.00 |
| 59 | 684 | 6033 | TRF SIG CBL (TY A)(14 AWG)(7 CONDR) | LF | 3421.00 |
| 60 | 686 | 6048 | INS TRF SIG PL(3)ARM(4&quot;)LUM &amp;ILSN | EA | 1.00 |
| 61 | 686 | 6272 | INS TRF SIG PL(3)ARM(65-35&quot;)LUM &amp;ILSN | EA | 1.00 |
| 62 | 6058 | 6001 | BBU SYSTEM (EXTERNAL BATT CABINET) | EA | 1.00 |
| 63 | 6000 | 6001 | ILSN (LED) (6 D) | EA | 1.00 |</p>
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**TOTAL BID**

$601,185.00
BID BOND

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

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

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

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

By: [Signature]
Affix
By:
Corporate Seal

C.C. Carlton Industries, Ltd.

By: [Signature]
Affix
By:
Corporate Seal

The Guarantee Company of North America USA

By: [Signature]
Affix
By:
Corporate Seal

Countersigned

By: [Signature]

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, C.C. Carlton, certify that I am the

Secretary of the Corporation named as,
Principal in the within bond; that C.C. Carlton who signed the said
bond on behalf of the Principal was then

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

[Signature]
Title

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

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

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

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

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

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

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

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

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

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

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature]

Stephen C. Ruschak, President & Chief Operating Officer
Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

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

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

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

Cynthia A. Takai

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

Randall Musselman, Secretary
March 8, 2019

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

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

Dear Mr. Hossain,

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

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

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

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Christen Eschberger, PE
March 8, 2019

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

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

Dear Mr. Ramthun,

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

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

Sincerely,

Christen Eschberger, PE

Attachments: Recommendation of Award
Bid Analysis

Cc: MD Hossain, PE, City Engineer
AGENDA ITEM NO.: 9D.  
AGENDA DATE: May 02, 2019

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

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

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

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

BUDGETARY AND FINANCIAL SUMMARY: Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: Not applicable.

CITY ATTORNEY REVIEW: Not applicable.
**STAFF RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. **Resolution - Chandler Corners 26.303 acres**

<table>
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<tr>
<th>Funding Source</th>
<th>Fund</th>
<th>Div</th>
<th>Dept</th>
<th>Object/Project</th>
<th>Total Amount</th>
<th>Requested</th>
<th>Available FY Budget</th>
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**Fiscal and Budgetary Comments:**

**Fiscal Review Signature:**
RESOLUTION NO.

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

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

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

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

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

RESOLVED this 2nd day of May 2019.

CITY OF HUTTO, TEXAS

_____________________________
Doug Gaul, Mayor

ATTEST:

_____________________________
Lisa L. Brown, City Secretary
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.
PLAT MAP RECORDING SHEET

DEDICATOR(s):
CHASE EQUITIES INC

SUBDIVISION NAME: CHANDLER CORNER

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

SUBMITTED BY: HECTOR CONSULTING

DIGITALLY RECORDED

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2019000610

PLAT 01/03/2019 09:33 AM BMCKENZIE

Nancy E. Rister, County Clerk
Williamson County, Texas
FINAL PLAT OF CHANDLER CORNER

STATE OF TEXAS
CITY OF TRAVIS
COUNTY OF WILLIAMSON

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

2. HOLT CARSON, REGISTERED PROFESSIONAL LAND SURVEYOR No. 5146.
3. HOLT CARSON, INC.
4. 1900 FOURTH VIEW ROAD
5. AUSTIN, TEXAS
6. FIND REGISTRATION No. 1000700

STATE OF TEXAS
COUNTY OF TRAVIS

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

7. HOLT CARSON
8. P.E.
9. PEJos1856
10. WILLIAMSON COUNTY, TEXAS

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE [SURVEY] COMPLIES WITH THE REQUIREMENTS OF EDWARDS AND REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWER FACILITY REGULATIONS. THIS CERTIFICATION IS MADE UPON MY OWN INDEPENDENT EXAMINATION AND UPON YES TO THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DESCIRIB ANY REASONS ALLEGED TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REASONS ALLEGED CONTAINED IN THIS BLUE LINE [SURVEY]

J. B. EVANS, PE.
ENGINEER

11. WILLIAMSON COUNTY CORPORATION

NOTE: THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAINS IN PARTICULAR, MAY CHANGE. IT IS THEREFORE UNDERSTOOD THAT THE OWNERS OF THE LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND ADVISORY SIGNS THAT MAY BE REQUIRED BEFORE THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

GENERAL NOTES:
1) NO PORTION OF THIS TRACT IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREAS (INDICATED BY THE FLOOD INSURANCE RATE MAP [FLOOD INSURANCE RATE MAP] COMMUNITY PANEL, NO. 46840C 050 E DATED SEPTEMBER 29, 2008, FOR WILLIAMSON COUNTY, TEXAS.)
2) A TEN FOOT (10') P.U.E. ABUTTING AND ALONG THE STREET PROPERTY LINE IS HEREBY DEPRIVED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREBON.
3) NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORM, SHALL BE PERMITTED IN THE STREET PROPERTY LINE.
4) WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JOAHNA WATER SUPPLY COOPERATIV. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED ON-SITE SEWER FACILITIES.

VICINITY MAP

SUBJECT TRACT

CAREY ROAD

IN MY NAME

2019000610 Page 3 of 3
CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF

26.303 acres, more or less, of land, out of the

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

FIRE
Existing Services: Williamson County Emergency Service District #3

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

POLICE
Existing Services: Williamson County Sheriff’s Department

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

BUILDING INSPECTION
Existing Services: None

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

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

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

LIBRARY
Existing Services: None

Services to be Provided:
City Library privileges will be available to future residents in this area.
HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE
Existing Services: Williamson Cities and County Health District

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

STREET MAINTENANCE
Existing Services: Williamson County

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

STORM WATER MANAGEMENT
Existing Services: Williamson County Flood Plain Administrator

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

STREET LIGHTING
Existing Services: Oncor Electric Delivery

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

TRAFFIC ENGINEERING
Existing Services: None

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

WATER SERVICE
Existing Services: None

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

SANITARY SEWER SERVICE
Existing Services: None

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

**SOLID WASTE SERVICES**
*Existing Services: None*

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

**PARKS AND TRAILS**
*Existing Service: None*

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

**MISCELLANEOUS**
*Existing Services: None*

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

**NOTE:**
Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.
AGENDA ITEM NO.: 9E.  
AGENDA DATE: May 02, 2019

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

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

STRATEGIC GUIDE POLICY:  
Well Balanced & Diversified Economy

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

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. Resolution - Fritz Tract (5.9573 acres)

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<th>Funding Source</th>
<th>Fund</th>
<th>Div</th>
<th>Dept</th>
<th>Object/Project</th>
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**Fiscal and Budgetary Comments:**

**Fiscal Review Signature:**
RESOLUTION NO.

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

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

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

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

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

RESOLVED this 2nd day of May 2019.

CITY OF HUTTO, TEXAS

____________________________
Doug Gaul, Mayor

ATTEST:

____________________________
Lisa L. Brown, City Secretary
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.
The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

**FIRE**

*Existing Services:* Williamson County Emergency Service District #3

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

**POLICE**

*Existing Services:* Williamson County Sheriff’s Department

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

**BUILDING INSPECTION**

*Existing Services:* None

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

**PLANNING AND ZONING**

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

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

**LIBRARY**

*Existing Services:* None

*Services to be Provided:*
City Library privileges will be available to future residents in this area.
HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE  
*Existing Services:* Williamson Cities and County Health District

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

STREET MAINTENANCE  
*Existing Services:* Williamson County

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

STORM WATER MANAGEMENT  
*Existing Services:* Williamson County Flood Plain Administrator

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

STREET LIGHTING  
*Existing Services:* Oncor Electric Delivery

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

TRAFFIC ENGINEERING  
*Existing Services:* None

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

WATER SERVICE  
*Existing Services:* None

*Services to be Provided:*
Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE  
*Existing Services:* None

*Services to be Provided:*
Sanitary sewer service to the properties will be provided by Jonah S.U.D.

**SOLID WASTE SERVICES**

*Existing Services: None*

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

**PARKS AND TRAILS**

*Existing Service: None*

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

**MISCELLANEOUS**

*Existing Services: None*

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

**NOTE:**
Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.
AGENDA ITEM NO.: 9F.            AGENDA DATE: May 02, 2019

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

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

STRATEGIC GUIDE
POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

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

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:
Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. Resolution - Limmer Tracts (4987.58 acres)

<table>
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<tr>
<th>Funding Source</th>
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Fiscal and Budgetary Comments:

Fiscal Review Signature:
RESOLUTION NO.

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

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

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

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

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

RESOLVED this 2nd day of May 2019.

CITY OF HUTTO, TEXAS

_____________________________
Doug Gaul, Mayor

ATTEST:

_____________________________
Lisa L. Brown, City Secretary
Limmer Overall Map

Legend
- Hutto Parcels
- Limmer Properties
- Roadways

- FM 1660
- GR 134
- GR 404
- FM 3349
- R355817 1.63 Acres
- R020843 62.68 Acres
- R484998 3.69 Acres
- R325600 8.019 Acres
- R020878 29.191 Acres
- R020563 208.5 Acres
- R020881 183.87 Acres
- R020563 208.5 Acres
- R020881 183.87 Acres
- R325600 8.019 Acres
- R020878 29.191 Acres
The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

**FIRE**

*Existing Services:* Williamson County Emergency Service District #3

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

**POLICE**

*Existing Services:* Williamson County Sheriff’s Department

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

**BUILDING INSPECTION**

*Existing Services:* None

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

**PLANNING AND ZONING**

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

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

Existing Services: None

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

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

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

STREET MAINTENANCE

Existing Services: Williamson County

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

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

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

STREET LIGHTING

Existing Services: Oncor Electric Delivery

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

TRAFFIC ENGINEERING

Existing Services: None

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

WATER SERVICE

Existing Services: None

Services to be Provided:
Water service to the properties will be provided by Jonah S.U.D and/or Manville W.S.C.
SANITARY SEWER SERVICE
  Existing Services: None

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

SOLID WASTE SERVICES
  Existing Services: None

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

PARKS AND TRAILS
  Existing Service: None

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

MISCELLANEOUS
  Existing Services: None

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

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

AGENDA ITEM NO.: 9G.  AGENDA DATE: May 02, 2019

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

ITEM:

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

STRATEGIC GUIDE POLICY:

Well Balanced & Diversified Economy

ITEM BACKGROUND:

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

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:
Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. [LPL Investments Tract 141.5 acres]

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Fiscal and Budgetary Comments:

Fiscal Review Signature:
RESOLUTION NO.

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

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

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

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

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

RESOLVED this 2nd day of May 2019.

CITY OF HUTTO, TEXAS

_____________________________
Doug Gaul, Mayor

ATTEST:

_____________________________
Lisa L. Brown, City Secretary
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.
CITY OF HUTTO

MUNICIPAL SERVICE PLAN

FOR PROPOSED ANNEXATION OF

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

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

FIRE

Existing Services: Williamson County Emergency Service District #3

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

POLICE

Existing Services: Williamson County Sheriff’s Department

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

BUILDING INSPECTION

Existing Services: None

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

PLANNING AND ZONING

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

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

LIBRARY

Existing Services: None

Services to be Provided:
City Library privileges will be available to future residents in this area.
HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE
Existing Services: Williamson Cities and County Health District

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

STREET MAINTENANCE
Existing Services: Williamson County

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

STORM WATER MANAGEMENT
Existing Services: Williamson County Flood Plain Administrator

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

STREET LIGHTING
Existing Services: Oncor Electric Delivery

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

TRAFFIC ENGINEERING
Existing Services: None

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

WATER SERVICE
Existing Services: None

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

SANITARY SEWER SERVICE
Existing Services: None

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

**SOLID WASTE SERVICES**

*Existing Services:* None

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

**PARKS AND TRAILS**

*Existing Service:* None

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

**MISCELLANEOUS**

*Existing Services:* None

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

**NOTE:**
Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.
AGENDA ITEM NO.: 9H.  AGENDA DATE: May 02, 2019

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

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

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

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

BUDGETARY AND FINANCIAL SUMMARY: Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: Not applicable.

CITY ATTORNEY REVIEW: Not applicable.
**STAFF RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

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

<table>
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<tr>
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**Fiscal and Budgetary Comments:**

**Fiscal Review Signature:**
RESOLUTION NO.

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

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

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

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

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

RESOLVED this 2nd day of May 2019.

CITY OF HUTTO, TEXAS

_________________________________
Doug Gaul, Mayor

ATTEST:

_________________________________
Lisa L. Brown, City Secretary
CITY OF HUTTO  
MUNICIPAL SERVICE PLAN 
FOR PROPOSED ANNEXATION OF 

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

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

FIRE  
Existing Services: Williamson County Emergency Service District #3

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

POLICE  
Existing Services: Williamson County Sheriff’s Department

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

BUILDING INSPECTION  
Existing Services: None

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

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

Services to be Provided:  
The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto’s Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto’s Subdivision Ordinance. These services can be provided within the departments’ current budgets.
LIBRARY
Existing Services: None

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

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE
Existing Services: Williamson Cities and County Health District

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

STREET MAINTENANCE
Existing Services: Williamson County

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

STORM WATER MANAGEMENT
Existing Services: Williamson County Flood Plain Administrator

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

STREET LIGHTING
Existing Services: Oncor Electric Delivery

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

TRAFFIC ENGINEERING
Existing Services: None

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

WATER SERVICE
Existing Services: None

Services to be Provided:
Water service to the properties will be provided by Jonah S.U.D.
**SANITARY SEWER SERVICE**
*Existing Services:* None

*Services to be Provided:*
Sanitary sewer service to the properties will be provided by City of Hutto.

**SOLID WASTE SERVICES**
*Existing Services:* None

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

**PARKS AND TRAILS**
*Existing Service:* None

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

**MISCELLANEOUS**
*Existing Services:* None

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

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

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

STRATEGIC GUIDE POLICY:

Well Balanced & Diversified Economy

ITEM BACKGROUND:

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

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:
Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**
1. [Resolution - No Count LLC (157,0848 acres)](#)

<table>
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_Fiscal and Budgetary Comments:_

_Fiscal Review Signature:_
RESOLUTION NO.

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

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

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

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

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

RESOLVED this 2nd day of May 2019.

CITY OF HUTTO, TEXAS

_____________________________
Doug Gaul, Mayor

ATTEST:

_____________________________
Lisa L. Brown, City Secretary
CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF

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

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

FIRE
Existing Services: Williamson County Emergency Service District #3

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

POLICE
Existing Services: Williamson County Sheriff’s Department

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

BUILDING INSPECTION
Existing Services: None

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

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

Services to be Provided:
The Hutto Development Services Department has responsibility for regulating development and land
use through the administration of the City of Hutto’s Zoning Ordinance, and this will extend to the
area on the effective date of the annexation. The property will also continue to be regulated under the
requirements of the City of Hutto’s Subdivision Ordinance. These services can be provided within the
departments’ current budgets.
LIBRARY
Existing Services: None

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

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE
Existing Services: Williamson Cities and County Health District

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

STREET MAINTENANCE
Existing Services: Williamson County

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

STORM WATER MANAGEMENT
Existing Services: Williamson County Flood Plain Administrator

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

STREET LIGHTING
Existing Services: Oncor Electric Delivery

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

TRAFFIC ENGINEERING
Existing Services: None

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

WATER SERVICE
Existing Services: None

Services to be Provided:
Water service to the properties will be provided by Jonah S.U.D.
SANITARY SEWER SERVICE
   Existing Services: None

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

SOLID WASTE SERVICES
   Existing Services: None

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

PARKS AND TRAILS
   Existing Service: None

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

MISCELLANEOUS
   Existing Services: None

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

NOTE:
   Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.
AGENDA ITEM NO.: 9J.                             AGENDA DATE: May 02, 2019

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

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

STRATEGIC GUIDE POLICY:
Well Balanced & Diversified Economy

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

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. [Resolution - TK Industrial Park (35.51 acres)]

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**Fiscal and Budgetary Comments:**

**Fiscal Review Signature:**
RESOLUTION NO.

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

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

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

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

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

RESOLVED this 2nd day of May, 2019.

CITY OF HUTTO, TEXAS

______________________________
Doug Gaul, Mayor

ATTEST:

______________________________
Lisa L. Brown, City Secretary
CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF

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

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

FIRE
Existing Services: Williamson County Emergency Service District #3

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

POLICE
Existing Services: Williamson County Sheriff’s Department

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

BUILDING INSPECTION
Existing Services: None

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

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

Services to be Provided:
The Hutto Development Services Department has responsibility for regulating development and land
use through the administration of the City of Hutto’s Zoning Ordinance, and this will extend to the
area on the effective date of the annexation. The property will also continue to be regulated under the
requirements of the City of Hutto’s Subdivision Ordinance. These services can be provided within the
departments’ current budgets.
LIBRARY
Existing Services: None

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

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE
Existing Services: Williamson Cities and County Health District

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

STREET MAINTENANCE
Existing Services: Williamson County

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

STORM WATER MANAGEMENT
Existing Services: Williamson County Flood Plain Administrator

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

STREET LIGHTING
Existing Services: Oncor Electric Delivery

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

TRAFFIC ENGINEERING
Existing Services: None

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

WATER SERVICE
Existing Services: None

Services to be Provided:
Water service to the properties will be provided by Jonah S.U.D.
SANITARY SEWER SERVICE
Existing Services: None

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

SOLID WASTE SERVICES
Existing Services: None

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

PARKS AND TRAILS
Existing Service: None

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

MISCELLANEOUS
Existing Services: None

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

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

AGENDA ITEM NO.: 9K. AGENDA DATE: May 02, 2019

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

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

STRATEGIC GUIDE POLICY:
Well Balanced & Diversified Economy

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

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

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

BUDGETARY AND FINANCIAL SUMMARY:
A Municipal Service Plan (MSP) will be completed at the time the City begins the procedures for annexation.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not applicable.

**CITY ATTORNEY REVIEW:**

The City Attorney has approved the process as to form.

**STAFF RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. [Resolution - Development Agreement](#)

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**Fiscal and Budgetary Comments:**

**Fiscal Review Signature:**
RESOLUTION NO.

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

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

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

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

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

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

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

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

THE CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

________________________________
Lisa L. Brown, City Secretary
STATE OF TEXAS

COUNTY OF WILLIAMSON

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.
The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

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

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

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

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

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

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.
The Owner, and all of the Owner’s heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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

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

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

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

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

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

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

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City’s ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

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

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

Entered into this 15 day of March, 2019.

Mark Stephen Krueger, Owner

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON  

This instrument was acknowledged before me on the 15 day of December, 2018, by Mark Stephen Krueger, Owner.

Angela Kavanaugh, Notary Public, State of Texas

Odis Jones  
City Manager, City of Hutto, Texas

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON  

This instrument was acknowledged before me on the 20 day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.

Lisa L. Brown
Notary Public, State of Texas
Comm. Expires 02-07-2022
Notary ID: 4844574
EXHIBIT "A"

LEGAL DESCRIPTION:

KRUEGER TRACT – (R020548):
63.6 ACRES MORE OR LESS OUT OF AND PART OF A 113.6 ACRE TRACT OF
LAND, BEING A PART OF THE M. FARLEY SURVEY, ABSTRACT NO. 238,
LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY
DESCRIBED IN THAT CERTAIN DEED OF GIFT DATED SEPTEMBER 28, 1981 AND
RECORDED IN DOCUMENT NO. 19813592DR, OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS.
AGENDA ITEM NO.: 9L.  
AGENDA DATE: May 02, 2019

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

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

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

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

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

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

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

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not applicable.

**CITY ATTORNEY REVIEW:**

The City Attorney has approved the process as to form.

**STAFF RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. Resolution - Development Agreement

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Fiscal and Budgetary Comments:

Fiscal Review Signature:
RESOLUTION NO.

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

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

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

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

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

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

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

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

THE CITY OF HUTTO, TEXAS

________________________________________
Doug Gaul, Mayor

ATTEST:

_______________________________________
Lisa L. Brown, City Secretary
CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.
The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

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

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

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

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

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

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.
The Owner, and all of the Owner’s heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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

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

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

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

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

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

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

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City’s ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

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

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

Entered into this 21 day of March, 2019.

Owner

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

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

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

Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

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

Christine Marie Lucas
Notary Public, State of Texas
EXHIBIT "A"

LEGAL DESCRIPTION:

KLAUS FARMS LTD TRACT – 1 (R020309):
247.8 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542,
LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY
DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED NOVEMBER
1, 2007 AND RECORDED AS DOCUMENT NO. 2007099204, OFFICIAL PUBLIC
RECORDS OF WILLIAMSON COUNTY, TEXAS.
AGENDA ITEM NO.: 9M.  
AGENDA DATE: May 02, 2019

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

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

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

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

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

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

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

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not applicable.

**CITY ATTORNEY REVIEW:**

The City Attorney has approved the process as to form.

**STAFF RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. [Resolution - Development Agreement](#)

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<th>Funding Source</th>
<th>Fund</th>
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<th>Dept</th>
<th>Object/Project</th>
<th>Total Amount</th>
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Fiscal and Budgetary Comments:

Fiscal Review Signature:
RESOLUTION NO.

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

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

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

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

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

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

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

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

THE CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

________________________________
Lisa L. Brown, City Secretary
CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.
The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

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

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

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

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

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

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.
The Owner, and all of the Owner’s heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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

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

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

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

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

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

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

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City’s ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

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

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

Entered into this 18 day of January, 2019.

Ronald Albert Smith, Owner

THE STATE OF TEXAS  }
COUNTY OF WILLIAMSON  }

This instrument was acknowledged before me on the 18 day of December, 2018, by Ronald Albert Smith, Owner.

Janice H. Smith, Owner

THE STATE OF TEXAS  }
COUNTY OF WILLIAMSON  }

This instrument was acknowledged before me on the 18 day of December, 2018, by Janice H. Smith, Owner.
Odis Jones  
City Manager, City of Hutto, Texas

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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

Christine Marie Lucas  
Notary Public, State of Texas

[Notary Seal]
EXHIBIT "A"

LEGAL DESCRIPTION:

SMITH TRACT – 2 (R020349):
7.748 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED MARCH 10, 2000 AND RECORDED IN DOCUMENT NO. 2000018149, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
ITEM:
Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Ronald Albert Smith and Janice H. Smith, for 10.0 acres, more or less, of land, located on CR 100. (Ashley Lumpkin)

STRATEGIC GUIDE POLICY:
Well Balanced & Diversified Economy

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

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

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

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

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**
Not applicable.

**CITY ATTORNEY REVIEW:**
The City Attorney has approved the process as to form.

**STAFF RECOMMENDATION:**
Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**
1. Resolution - Development Agreement

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Fiscal and Budgetary Comments:

Fiscal Review Signature:
RESOLUTION NO.

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

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

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

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

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

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

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

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

THE CITY OF HUTTO, TEXAS

________________________________________
Doug Gaul, Mayor

ATTEST:

________________________________________
Lisa L. Brown, City Secretary
CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, 10.0 acres of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.
The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

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

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

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

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

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

**Section 5.** The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.
The Owner, and all of the Owner’s heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner’s Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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

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

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

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

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

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

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

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City’s ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

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

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

Entered into this 18 day of January, 2019.

Ronald Albert Smith, Owner

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 18th day of December, 2018, by Ronald Albert Smith, Owner.

Janice H. Smith, Owner

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 18th day of December, 2018, by Janice H. Smith, Owner.
Odie Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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

Christine Marie Lucas
Notary Public, State of Texas
EXHIBIT "A"

LEGAL DESCRIPTION:

SMITH TRACT – 3 (R020354):
10.0 ACRES BEING A PORTION OF A 91.71 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED MARCH 10, 2000 AND RECORDED IN DOCUMENT NO. 2000018150, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
AGENDA ITEM NO.: 90.  
AGENDA DATE: May 02, 2019

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

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

STRATEGIC GUIDE  
POLICY: Well Balanced & Diversified Economy

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

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

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

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

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not applicable.

**CITY ATTORNEY REVIEW:**

The City Attorney has approved the process as to form.

**STAFF RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. [Resolution - Development Agreement](#)

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<th>Funding Source</th>
<th>Fund</th>
<th>Div</th>
<th>Dept</th>
<th>Object/Project</th>
<th>Total Amount</th>
<th>Requested</th>
<th>Available FY Budget</th>
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</table>

Fiscal and Budgetary Comments:

Fiscal Review Signature:
RESOLUTION NO.

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

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

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

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

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

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

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

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

THE CITY OF HUTTO, TEXAS

__________________________
Doug Gaul, Mayor

ATTEST:

__________________________
Lisa L. Brown, City Secretary
STATE OF TEXAS  
COUNTY OF WILLIAMSON  

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.
The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

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

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

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

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

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

Section 5. The term of this Agreement (the “Term”) is twenty-five (25) years from the date that the City Manager’s signature to this Agreement is acknowledged by a public notary.
The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 212.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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

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

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

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

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

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

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

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

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

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

Entered into this 18 day of January, 2019.

Ronald Albert Smith, Owner

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 18 day of December, 2018, by Ronald Albert Smith, Owner.

Jánice H. Smith, Owner

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 18 day of December, 2018, by Janice H. Smith, Owner.
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS    }
COUNTY OF WILLIAMSON  }

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

Christine Marie Lucas
Notary Public, State of Texas
EXHIBIT “A”

LEGAL DESCRIPTION:

SMITH TRACT – 4 (R409733):
4.868 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED DATED MARCH 10, 2000 AND RECORDED IN DOCUMENT NO. 2000018149, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
R409733
4.868 Acres

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.
AGENDA ITEM NO.: 10A.  
AGENDA DATE: May 02, 2019

PRESENTED BY: Michel Sorrell, Chief Financial Officer

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

STRATEGIC GUIDE POLICY:
Fiscal Responsibility

ITEM BACKGROUND:
The proposed amendment will increase the expenditures for the FY 2018-19 Budget by $721,523. On April 1, 2019 the new Hutto Economic Development Corporation Board - Type B reviewed and adopted the amended budget. The increase is due to the addition of a full-time employee, Tim Jordan, Economic Development Coordinator, an economic development contribution of $585,000 for the Park at Brushy Creek Amphitheater, as well as incentives for JRS, AEND and a small business loan program.

The City Council is asked to approve this amendment of the Hutto Economic Development Corporation to comply with Section 501.073 of the Texas Local government Code which states:

Sec. 501.073. SUPERVISION BY AUTHORIZING UNIT. (a) The corporation's authorizing unit will approval all programs and expenditures of a corporation and annually review any financial statements of the corporation.

BUDGETARY AND FINANCIAL SUMMARY:
The proposed amendment will increase the budgeted expenditures.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Hutto Economic Development Corporation Board approved the amendment at their April 1, 2019 Board Meeting.

CITY ATTORNEY REVIEW:
Not applicable.

**STAFF RECOMMENDATION:**

Staff recommends approval of the ordinance amending the FY 2018-19 Budget.

**SUPPORTING MATERIAL:**

1. [Ordinance - Amending HEDC TYPE B FY 2018-19 Budget](#)
2. [Budget Amendment #1](#)

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<th>Total Requested Amount</th>
<th>Available FY Budget</th>
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Fiscal and Budgetary Comments:

Fiscal Review Signature:
ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B FOR THE FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the Hutto Economic Development Corporation budget for the fiscal year October 1, 2018 through September 30, 2019, was duly presented to the City Council.

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

SECTION I.
That the appropriations for the fiscal year October 1, 2018 through September 30, 2019 for the support of the Hutto Economic Development Corporation be fixed and determined for said terms in accordance with the expenditures shown in the EDC’s 2019 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.
That the budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City’s budget for the fiscal year October 1, 2018 through September 30, 2019.

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

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

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

SECTION VI. Open Meeting Clause
The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.
SECTION VII.
This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the 2nd day of May 2019, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and ADOPTED on second and final reading this 16th day of May 2019, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

__________________________
Doug Gaul, Mayor

ATTEST:

__________________________
Lisa Brown, City Secretary
## EDC Budget for FY 2019-Amendment #1

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### OTHER FINANCING SOURCES AND USES

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AGENDA ITEM NO.: 11A.  

PRESENTED BY: Lisa Brown, City Secretary

ITEM: Consideration of and possible appointments to City Boards and Commissions. (Lisa Brown)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

On July 7, 2018, the City Council approved Ordinance O-18-07-05-8B that changed the terms of service of the boards, commissions and corporation members to be realigned to match those of the council places and terms. Beginning July 1, 2018, new terms will expire on June 30, of the corresponding Council Member term. Transition to new terms for current board and commission members can be reappointed to the new terms based on the new expiration terms, or new appointments can be recommended during a council meeting in July. All current board and commission members have been assigned Place numbers to coincide with existing council members. On June 20, 2018, the Council re-appointed all seated board members to terms aligned with the corresponding member term.

There are several seats on the boards and commissions that were created as a result of the ordinance in July that need to be filled. Additionally, there are some board and commission members who have been reappointed that do not wish to continue past the expiration of their original term and intend to resign their position at that time.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

**STAFF RECOMMENDATION:**

Not applicable.

**SUPPORTING MATERIAL:**
1. B&C Spreadsheet

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Fiscal and Budgetary Comments:

Fiscal Review Signature:
Boards and Commissions Master

Council Member Place 1  Scott Rose  May-20
Council Member Place 2  Tom Hines  May-21
Council Member Place 3  Nate Killough  May-19
Council Member Place 4  Tim Jordan  May-20
Council Member Place 5  Patti Turner  May-21
Council Member Place 6  Terri Grimm  May-19
Mayor (Place 7)  Doug Gaul  May-19

* Newly Appointed
* Re-appointed
* Vacant
** Plans to resign Dec 2018

Last update:  3/1/2019

Planning & Zoning Commission
Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber
2 yr Terms Per Charter
Liaison - Ashley Lumpkin

<table>
<thead>
<tr>
<th>Approved</th>
<th>Term</th>
<th>Term</th>
<th>Phone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-Sep</td>
<td>Place 1</td>
<td>Davey Robinson</td>
<td>Vice-Chair</td>
<td>Dec-19</td>
</tr>
<tr>
<td>6-Dec</td>
<td>Place 2</td>
<td>Randal Clark</td>
<td>Commissioner</td>
<td>Dec-18</td>
</tr>
<tr>
<td>20-Sep</td>
<td>Place 3</td>
<td>Jessica Romigh</td>
<td>Chair</td>
<td>Dec-19</td>
</tr>
<tr>
<td>20-Sep</td>
<td>Place 4</td>
<td>Michael Orman</td>
<td>Commissioner</td>
<td>Dec-18</td>
</tr>
<tr>
<td>2-Aug</td>
<td>Place 5</td>
<td>Richard Hudson</td>
<td>Commissioner</td>
<td>Dec-18</td>
</tr>
<tr>
<td>2-Aug</td>
<td>Place 6</td>
<td>Tony Wertz</td>
<td>Commissioner</td>
<td>Dec-19</td>
</tr>
<tr>
<td>2-Aug</td>
<td>Place 7</td>
<td>Lori Ortiz</td>
<td>Commissioner</td>
<td>Dec-18</td>
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Parks Advisory Board
Meets: 2nd Wednesday @ 7:00pm of each month in the City Council Chamber
Liaison - Shane Mize

<table>
<thead>
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<th>Term</th>
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<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>20-Sep</td>
<td>Place 1</td>
<td>Katie Weiss</td>
<td>Member</td>
<td>Dec-18</td>
</tr>
<tr>
<td>20-Sep</td>
<td>Place 2</td>
<td>Michael Orman</td>
<td>Member</td>
<td>Dec-20</td>
</tr>
<tr>
<td>Jan 3 2019</td>
<td>Place 4</td>
<td>Julia Cooper</td>
<td>Member</td>
<td>Dec-19</td>
</tr>
<tr>
<td>20-Sep</td>
<td>Place 5</td>
<td>Kelly Gardos</td>
<td>Chair</td>
<td>Dec-20</td>
</tr>
<tr>
<td>6-Sep</td>
<td>Place 6</td>
<td>Rose McMillin</td>
<td>Member</td>
<td>Dec-20</td>
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<tr>
<td>2-Aug</td>
<td>Place 7</td>
<td>Perry Savard</td>
<td>Vice Chair</td>
<td>Dec-19</td>
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Library Advisory Board
Meets: Quarterly @ 6:00pm of each month in the City Council Chamber
Liaison - Eliska Padilla

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</thead>
<tbody>
<tr>
<td>Place 1</td>
<td>Vacant</td>
<td>Member</td>
<td>Dec-20</td>
<td>June-20</td>
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<tr>
<td>20-Sep</td>
<td>Place 2</td>
<td>Dwight Baker</td>
<td>Chair</td>
<td>Dec-20</td>
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<td>20-Sep</td>
<td>Place 3</td>
<td>Tara Chappell</td>
<td>Vice Chair</td>
<td>Dec-20</td>
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<tr>
<td>20-Sep</td>
<td>Place 4</td>
<td>Kathi Shilling</td>
<td>Member</td>
<td>Dec-20</td>
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<tr>
<td>6-Sep</td>
<td>Place 6</td>
<td>Patricia Elsasser</td>
<td>Member</td>
<td>Dec-20</td>
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<td>1-Nov</td>
<td>Place 7</td>
<td>Lori Ortiz</td>
<td>Member</td>
<td>June-19</td>
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Zoning Board of Adjustments
Meets: 4th Wednesday @ 7:00pm of each month in the City Council Chamber
Liaison - Ashby Grundman

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<th>Term</th>
<th>Term</th>
<th>Phone</th>
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<tbody>
<tr>
<td>17-Jan</td>
<td>Place 1</td>
<td>Bryan Dempsey</td>
<td>Member</td>
<td>Dec-18</td>
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<tr>
<td>20-Sep</td>
<td>Place 2</td>
<td>Thomas McGowan</td>
<td>Member</td>
<td>Dec-20</td>
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<tr>
<td>20-Sep</td>
<td>Place 3</td>
<td>Randal Clark</td>
<td>Member</td>
<td>Dec-20</td>
</tr>
<tr>
<td>Place 4</td>
<td>Vacant</td>
<td>Member</td>
<td>Dec-20</td>
<td>June-20</td>
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<tr>
<td>6-Sep</td>
<td>Place 6</td>
<td>Maureen Rooker</td>
<td>Member</td>
<td>Dec-19</td>
</tr>
<tr>
<td>2-Aug</td>
<td>Place 7</td>
<td>Dana Lively</td>
<td>Member</td>
<td>Dec-20</td>
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</table>

All Boards and Commissions terms Realigned for appointment in June
Terms Run 7/1 to 6/30 unless otherwise indicated
### Historic Preservation Commission

Meets: 4th Tuesday @ 6:00pm of each month in the City Council Chamber

<table>
<thead>
<tr>
<th>Approved</th>
<th>Term</th>
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</thead>
<tbody>
<tr>
<td>Place 1</td>
<td>Vacant</td>
<td>Commissioner</td>
</tr>
<tr>
<td>2-Aug</td>
<td>Place 2</td>
<td>Mary Belton</td>
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<tr>
<td>20-Sep</td>
<td>Place 3</td>
<td>Curtis Orton</td>
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<tr>
<td>20-Sep</td>
<td>Place 4</td>
<td>Robert Lykins</td>
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<tr>
<td>Place 5</td>
<td>Vacant</td>
<td>Commissioner</td>
</tr>
<tr>
<td>19-Jul</td>
<td>Place 6</td>
<td>Travis Allen</td>
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<tr>
<td>Place 7</td>
<td>Vacant</td>
<td>Commissioner</td>
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### Building and Standards Commission

Meets: As Needed in the City Council Chamber

<table>
<thead>
<tr>
<th>Approved</th>
<th>Term</th>
<th>Term</th>
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</thead>
<tbody>
<tr>
<td>Jan 3 2019</td>
<td>Place 1</td>
<td>Troy Manella</td>
</tr>
<tr>
<td>2-Aug</td>
<td>Place 2</td>
<td>Olinda Ramirez</td>
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<tr>
<td>2-Aug</td>
<td>Place 3</td>
<td>Kendrick Whittington</td>
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<tr>
<td>20-Sep</td>
<td>Place 4</td>
<td>Tom Brown</td>
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<tr>
<td>16-Aug</td>
<td>Place 5</td>
<td>Maureen Rooker</td>
</tr>
<tr>
<td>20-Sep</td>
<td>Place 7</td>
<td>Richard Hudson</td>
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### Ethics Review Commission

Meets: As Needed in the City Council Chamber (at least once a year)

<table>
<thead>
<tr>
<th>Approved</th>
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<tbody>
<tr>
<td>20-Sep</td>
<td>Place 1</td>
<td>Craig Cargill</td>
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<tr>
<td>20-Sep</td>
<td>Place 2</td>
<td>Lori Brown-Duncan</td>
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<tr>
<td>20-Sep</td>
<td>Place 3</td>
<td>Larry Straight</td>
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<tr>
<td>20-Sep</td>
<td>Place 4</td>
<td>Russell Daniel</td>
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<tr>
<td>20-Sep</td>
<td>Place 5</td>
<td>Dana Lively</td>
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<tr>
<td>2-Aug</td>
<td>Place 6</td>
<td>April Willis</td>
</tr>
<tr>
<td>Place 7</td>
<td>Vacant</td>
<td>Member</td>
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### Economic Development Corporation

Meets: 1st Monday @ 6:30pm of each month in the City Council Chamber

<table>
<thead>
<tr>
<th>Approved</th>
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<tbody>
<tr>
<td>20-Sep</td>
<td>Place 1</td>
<td>Nelson Nagle</td>
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<tr>
<td>13-Dec</td>
<td>Place 2</td>
<td>Doug Gaul</td>
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<tr>
<td>20-Sep</td>
<td>Place 3</td>
<td>Dan Thornton</td>
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<tr>
<td>13-Dec</td>
<td>Place 4</td>
<td>Scott Rose</td>
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<tr>
<td>7-Feb</td>
<td>Place 5</td>
<td>Kevin LaFrance</td>
</tr>
<tr>
<td>20-Sep</td>
<td>Place 6</td>
<td>Greg Braun</td>
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<tr>
<td>19-Jul</td>
<td>Place 7</td>
<td>Steve Harris</td>
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Liaison - John Bynum

Liaison - Tamera Baird

Liaison - Lisa Brown

Liaison - Tim Jordan