



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
Thursday, January 16, 2020 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
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Martinez, Place 5
Tanner Rose, Place 6

AMENDED AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **CITY COUNCIL COMMENTS**

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

6. **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.

7. **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].

7.A. Executive Session as authorized by Texas Local Government Code Section 551.071, Consultation with Attorney and Texas Local Government Code Section 551.074, regarding personnel matters, including but not limited to former City Manager, potential litigation as well as third party investigation regarding personnel matters.

8. **ACTION RELATIVE TO EXECUTIVE SESSION**

8.A. Consideration and possible action concerning the final report of the Third Party independent investigation into the City Manager's office.

8.B. Consideration and possible action concerning Public Information Act requests for investigative reports into City Manager's Office.

9. **CITY MANAGER COMMENTS**

9.A. Presentation of City Financials for the Months of November 2019 and December 2019 as required by the fiscal and budgetary policy. (Michel Sorrell)

10. **CONSENT AGENDA ITEMS**

10.A. Consideration and possible recommendation on the proposed Highlands North Section 1 Final Plat, 90.378 acres, more or less, of land, 120 residential lots, located on CR 133 at CR 132. (Ashley Lumpkin)

10.B. Consideration and possible action to approve the December 30, 2019 Regular City Council minutes. (Lacie Hale)

10.C. Consideration and possible action to approve the January 2, 2020 Regular City Council minutes. (Lacie Hale)

11. **ORDINANCES**

11.A. Consideration of a public hearing and possible action on the first reading of an ordinance approving the proposed Planned Unit Development (PUD) for 411, 421, 431, 441 Ed Schmidt Boulevard, 4.30 acres, more or less, of land, located on Ed Schmidt Boulevard. (Ashley Lumpkin)

- 11.B. Consideration and possible action on amending the ordinance for the City of Hutto fee schedule concerning Article 4.000 Public Facility Rentals. (Tony Host)
- 11.C. Consideration and possible action on the second reading of an ordinance amending the Fiscal Year 2018-19 Budget to reflect organizational changes, revision and addition of Capital Improvement Projects, amendments to the Public Improvement District Funds, and other miscellaneous adjustments. (Michel Sorrell)
- 11.D. Consideration and possible action on the first reading of an ordinance amending the City of Hutto Code of Ordinances (2014 Edition) Section 8.02 regarding Alarm Permits. (Bill Bingham)

12. **RESOLUTIONS**

- 12.A. Consideration and possible action on a resolution ordering the May 2, 2020 General Election for the purpose of electing City Council, Place 1, and City Council, Place 4. (Lacie Hale)

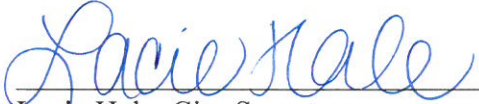
13. **OTHER BUSINESS**

- 13.A. Consideration of and possible removal and appointments to City Boards, Commissions and Local Government Corporations. (Lacie Hale)
- 13.B. Presentation on the Athletic Facilities Use Agreement with the City of Hutto and Hutto Youth Baseball and Softball Association. (Tony Host)
- 13.C. Consideration and possible action on the proposed scope of the Communications Technology Task Force and the ADA Task Force. (Stacy Schmitt, Donna Simmons, and Jennifer Atkinson)
- 13.D. Discussion and possible action on Senior Tax and Homestead Exemption. (Michel Sorrell)
- 13.E. Consideration and possible action regarding a Request for Proposal (RFP) for City Manager search firm. (Allison Hosgood)
- 13.F. Consideration and possible action concerning the public information request and subsequent release of 1,200+/- pages of legal invoices between McGinnis Lochridge and The City of Hutto from 2017-2020. (Councilmember Mike Snyder)
- 14.G. Consideration and possible action on appointment to the WCCHD - Williamson County and Cities Health District. (Mayor Doug Gaul)

14. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the January 16, 2020 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on January 13, 2020 at 5:45 pm



Lacie Hale, City Secretary

The City of Hutto is committed to compliance 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 lacie.hale@huttotx.gov for assistance.

Regular City Council
AGENDA ITEM
10.A.



To: City Council
Subject: Consideration and possible recommendation on the proposed Highlands North Section 1 Final Plat, 90.378 acres, more or less, of land, 120 residential lots, located on CR 133 at CR 132. (Ashley Lumpkin)
Meeting: Regular City Council - 16 Jan 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Summary of Request

The Highlands North Section 1 Final Plat includes 120 proposed single-family lots, 2 open space/drainage easement/wastewater easement lots and 7 landscape lots on 90.378 acres of land.

The proposed subdivision conforms to the Unified Development Code. This subdivision is located on County Road 133 at County Road 132.

WEST: Single-Family 1 and Extraterritorial Jurisdiction

NORTH: Development Agreement and Extraterritorial Jurisdiction

EAST: Development Agreement

SOUTH: Development Agreement and Extraterritorial Jurisdiction

Utilities

Water and wastewater service will be provided by Jonah.

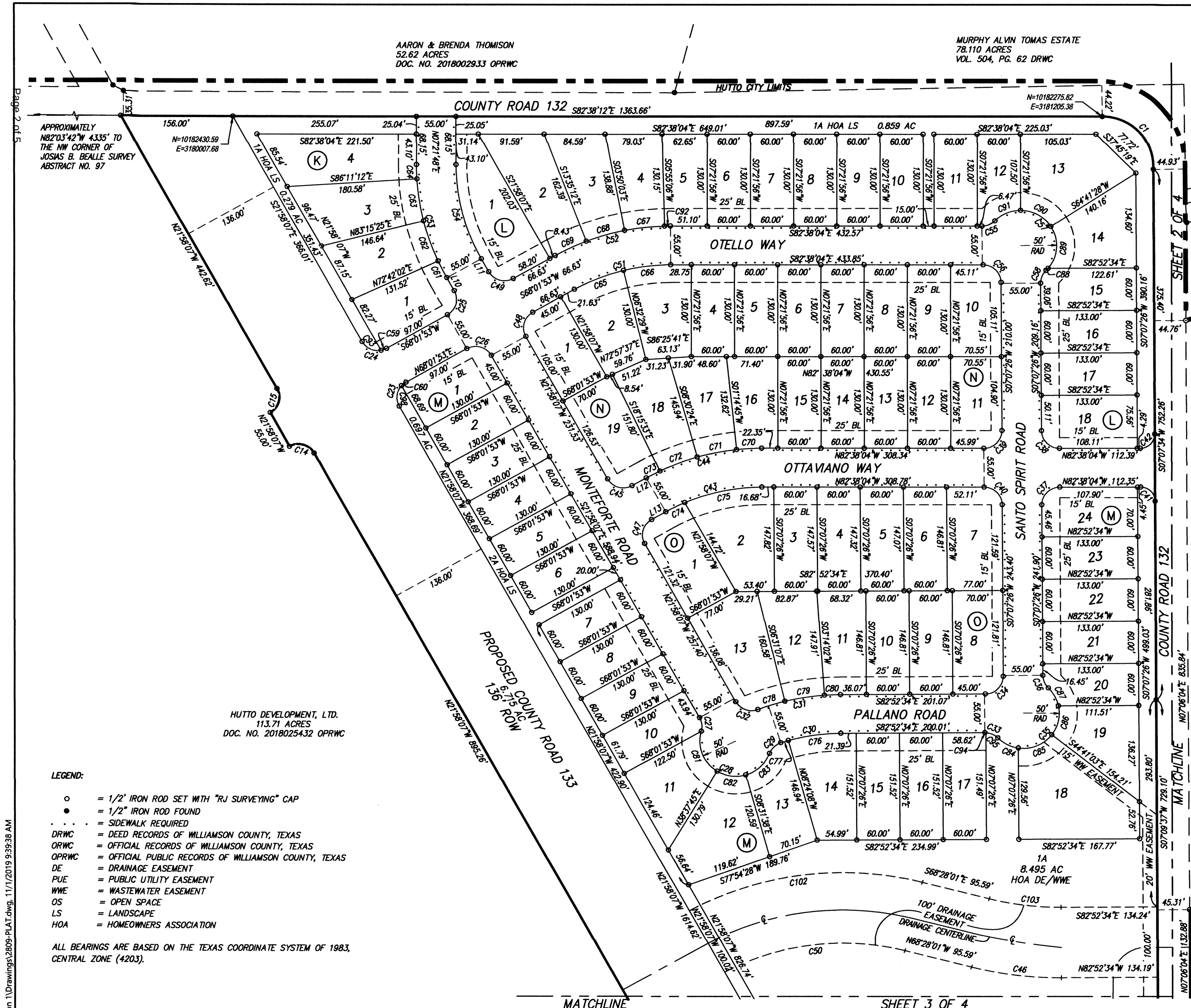
RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, staff recommends the City Council approve the Final Plat for Highlands North. This plat has been reviewed and all City comments have been addressed. The proposed Final Plat is in compliance with the applicable subdivision regulations.

ATTACHMENTS:

[HighlandsNorthSec1FP-Init-Plat\(11-13-19\)](#)

Page 2 of 5
C:\CIVIL 3D 2801-2809\2809-Highlands North Section 1\Drawings\2809-PLAT.dwg, 11/17/2019 9:59:38 AM



LEGEND:

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

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

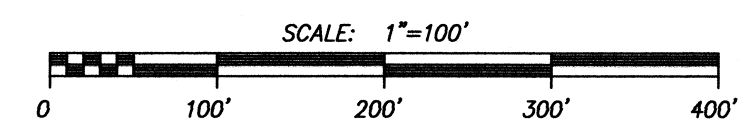
Received 11/13/19

SITE DATA:		STREET NAME		LENGTH	ACRES
TOTAL AREA 90.378 ACRES		Otello Way	1001'	1.118	
11 BLOCKS		Monteforte Road	990'	1.129	
LAND USE		Ottaviano Way	775'	0.896	
120 RESIDENTIAL LOTS	26.708	Santo Spirit Road	663'	1.095	
2 HOA DE/WWE	43.308	County Road 133	2756'	8.271	
6 HOA LS	2.935	Pallano Road	406'	0.571	
1 HOA LS/PUE	0.256	Bluejack Way	421'	0.654	
1 HOA PARKLAND	2.660	Tropeana Lane	81'	0.290	
RIGHT-OF-WAY	14.511	Torre Mileto Way	257'	0.487	
TOTAL	90.378	TOTAL	7350'	14.511	

OWNER:
JOHN S. LLOYD
HUTTO DEVELOPMENT, LTD.
4720-4 ROCKCLIFF ROAD
AUSTIN, TX 78746

SURVEY:
JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97
PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184

FINAL PLAT OF
HIGHLANDS NORTH SECTION 1
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS



- PLAT NOTES:
- THIS PLAT LIES WITHIN CITY OF HUTTO FULL PURPOSE JURISDICTION.
 - NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
 - BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
 - A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
 - A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
 - A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
 - STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
 - SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
 - AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER CITY CODES AND REGULATIONS.
 - WATER AND WASTEWATER SERVICE WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO AND JONAH S.U.D. ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - NO PORTION OF THIS TRACT IS ENCOMPASSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0510E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
 - IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
 - UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: JONAH S.U.D.; WASTEWATER: JONAH S.U.D.; ELECTRIC: ONCOR.
 - ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
 - ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
 - ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
 - ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - OPEN SPACE AND PARKLAND LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - THIS SUBDIVISION WILL BE ZONED SF1.
 - ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
 - THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOTS IS 55%.
 - PARKLAND LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC.
 - IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
 - THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
 - RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
 - THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY-OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
 - IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
 - THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
 - ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

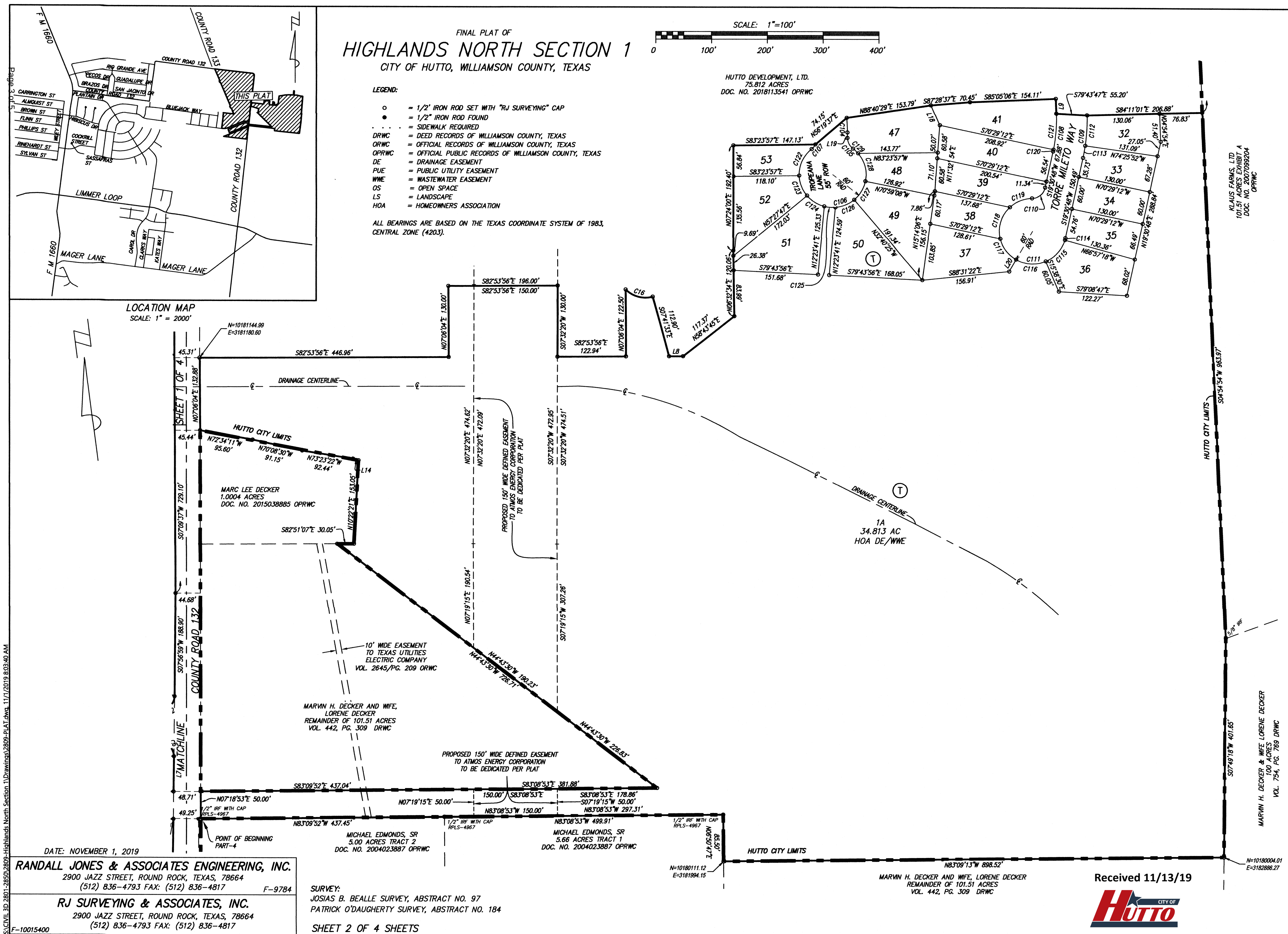
DATE: NOVEMBER 1, 2019 SCALE: 1" = 100'

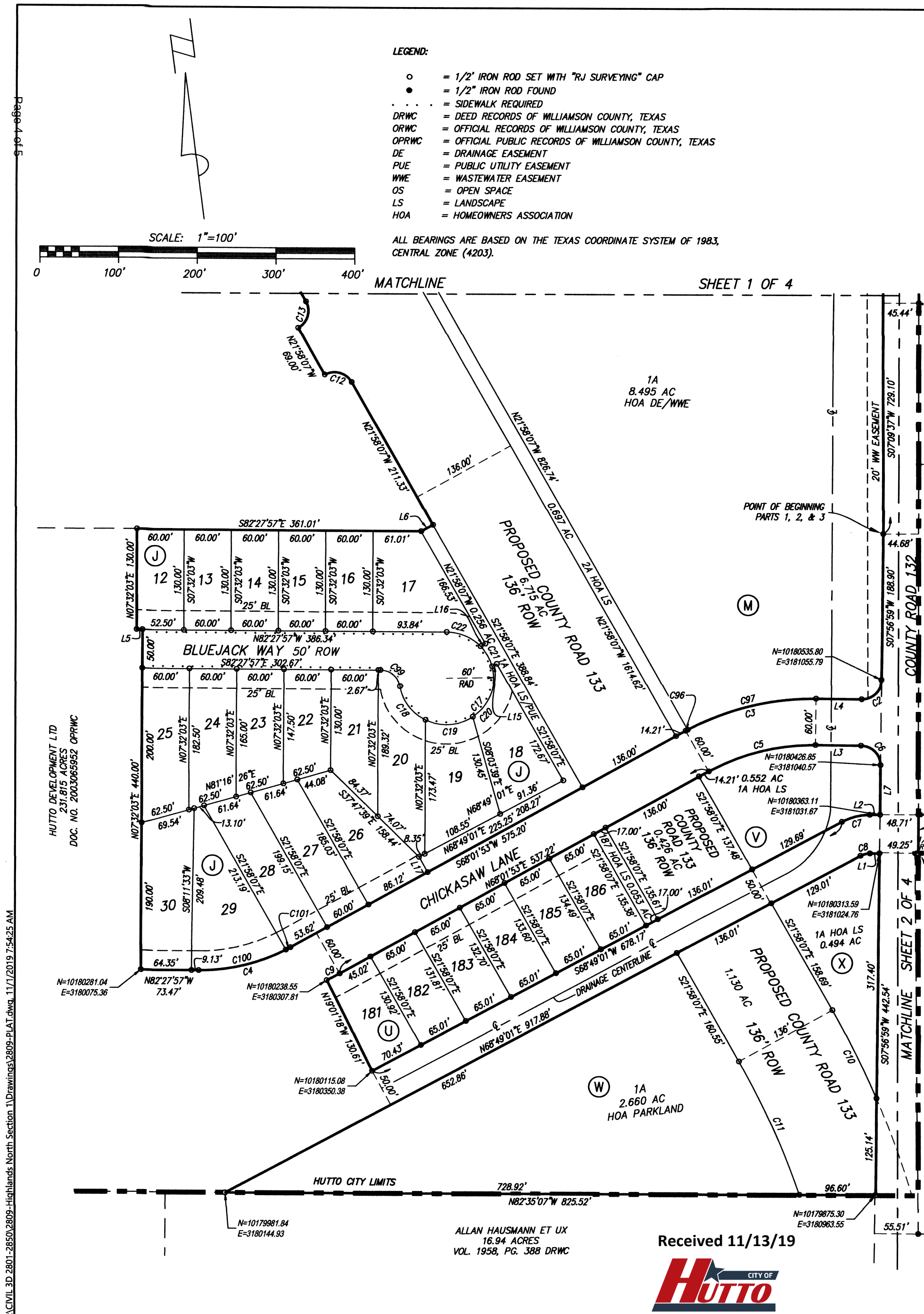
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

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

F-10015400

SHEET 1 OF 4 SHEETS





CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	115.05'	71.10'	082°42'57"	S36°10'20"E	102.91'
C2	39.27'	25.00'	090°00'00"	S52°56'59"W	35.36'
C3	172.32'	330.00'	029°55'07"	S82°59'26"W	170.37'
C4	121.75'	236.44'	029°30'10"	S82°46'58"W	120.41'
C5	140.99'	270.00'	029°55'07"	N82°59'26"E	139.39'
C6	39.27'	25.00'	090°00'00"	S37°03'01"E	35.36'
C7	36.69'	75.00'	028°01'36"	S82°49'49"W	36.32'
C8	12.23'	25.00'	028°01'34"	N82°49'48"E	12.11'
C9	18.70'	363.56'	002°56'49"	N69°30'17"E	18.70'
C10	127.34'	1148.00'	006°21'19"	N18°47'28"W	127.27'
C11	189.24'	1012.00'	010°42'51"	N16°36'42"W	188.97'
C12	39.27'	25.00'	090°00'00"	N66°58'07"W	35.36'
C13	39.27'	25.00'	090°00'00"	N23°01'53"E	35.36'
C14	39.27'	25.00'	090°00'00"	N66°58'07"W	35.36'
C15	39.27'	25.00'	090°00'00"	N23°01'53"E	35.36'
C16	52.68'	50.00'	060°22'00"	S67°30'33"E	50.28'
C17	272.10'	60.00'	258°50'09"	N47°27'07"E	92.04'
C18	56.34'	60.00'	053°47'56"	S29°31'46"E	54.29'
C19	63.17'	60.00'	060°19'11"	S86°35'20"E	60.29'
C20	74.08'	60.00'	070°44'32"	N27°52'48"E	69.46'
C21	30.32'	60.00'	028°57'18"	N21°58'07"W	30.00'
C22	48.19'	60.00'	046°01'11"	N59°27'22"W	46.91'
C23	39.27'	25.00'	090°00'00"	S23°01'53"W	35.36'
C24	39.27'	25.00'	090°00'00"	S66°58'07"E	35.36'
C25	39.27'	25.00'	090°00'00"	N23°01'53"E	35.36'
C26	39.27'	25.00'	090°00'00"	N66°58'07"W	35.36'
C27	19.88'	25.00'	045°34'23"	N00°49'04"E	19.36'
C28	153.39'	50.00'	175°46'37"	S64°17'03"E	99.93'
C29	22.46'	25.00'	051°29'04"	S53°34'10"W	21.72'
C30	84.71'	272.50'	017°48'44"	S88°13'04"W	84.37'
C31	117.33'	327.50'	020°31'38"	S86°51'37"W	116.71'
C32	35.53'	25.00'	081°26'05"	S62°41'10"E	32.62'
C33	19.88'	25.00'	045°34'23"	N60°05'23"W	19.36'
C34	39.27'	25.00'	090°00'00"	N52°07'26"E	35.36'
C35	158.08'	50.00'	181°08'46"	N52°07'26"E	99.99'
C36	19.88'	25.00'	045°34'23"	S15°39'46"E	19.36'
C37	39.38'	25.00'	090°14'30"	S52°14'41"W	35.43'
C38	39.16'	25.00'	089°45'30"	S37°45'19"E	35.28'
C39	39.38'	25.00'	090°14'30"	N52°14'41"E	35.43'
C40	39.16'	25.00'	089°45'30"	N37°45'19"W	35.28'
C41	31.33'	20.00'	089°45'39"	N37°45'15"W	28.23'
C42	31.50'	20.00'	090°14'21"	N52°14'45"E	28.34'
C43	139.51'	272.50'	029°20'03"	S82°41'54"W	138.00'
C44	167.67'	327.50'	029°20'03"	S82°41'54"W	165.85'
C45	39.27'	25.00'	090°00'00"	S66°58'07"E	35.36'
C46	125.74'	500.00'	014°24'33"	S75°40'18"E	125.41'
C47	39.27'	25.00'	090°00'00"	S23°01'53"W	35.36'
C48	39.27'	25.00'	090°00'00"	S23°01'53"W	35.36'
C49	39.27'	25.00'	090°00'00"	S66°58'07"E	35.36'
C50	257.74'	350.00'	042°11'31"	N89°33'47"W	251.95'
C51	139.51'	272.50'	029°20'03"	S82°41'54"W	138.00'
C52	167.67'	327.50'	029°20'03"	S82°41'54"W	165.85'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C53	167.66'	327.50'	029°19'53"	S07°18'10"E	165.84'
C54	139.50'	272.50'	029°19'55"	S07°18'10"E	137.99'
C55	19.88'	25.00'	045°34'23"	N74°34'44"E	19.36'
C56	39.16'	25.00'	089°45'30"	N37°45'19"W	35.28'
C57	157.87'	50.00'	180°54'16"	N37°45'19"W	100.00'
C58	19.88'	25.00'	045°34'23"	S29°54'37"W	19.36'
C59	8.14'	25.00'	018°39'47"	N77°21'46"E	8.11'
C60	8.14'	25.00'	018°39'47"	S58°41'59"W	8.11'
C61	26.69'	327.50'	004°40'10"	S19°38'02"E	26.68'
C62	60.34'	327.50'	010°33'23"	S12°01'16"E	60.25'
C63	60.34'	327.50'	010°33'23"	S01°27'53"E	60.25'
C64	20.29'	327.50'	003°33'00"	S05°35'18"W	20.29'
C65	73.37'	272.50'	015°25'39"	S75°44'42"W	73.15'
C66	66.14'	327.50'	013°54'24"	N89°35'17"W	65.98'
C67	55.74'	327.50'	009°45'09"	N88°57'29"W	55.68'
C68	55.74'	327.50'	009°45'09"	S81°17'22"W	55.68'
C69	47.91'	327.50'	008°22'55"	S72°13'20"W	47.87'
C70	34.98'	327.50'	006°07'10"	N85°41'40"W	34.96'
C71	55.74'	327.50'	002°17'10"	S86°22'11"W	55.68'
C72	55.74'	327.50'	009°45'09"	S76°37'02"W	55.68'
C73	21.20'	327.50'	003°42'35"	S89°53'10"W	21.20'
C74	28.56'	272.50'	006°12'53"	S71°08'19"W	29.54'
C75	108.96'	272.50'	023°07'09"	S85°48'21"W	108.21'
C76	73.84'	272.50'	015°31'34"	S89°21'39"W	73.62'
C77	10.87'	272.50'	002°17'10"	S80°27'17"W	10.87'
C78	39.35'	327.50'	006°53'06"	S80°02'21"W	39.33'
C79	55.74'	327.50'	009°45'09"	S88°21'28"W	55.68'
C80	22.23'	327.50'	003°53'23"	N84°49'16"W	22.23'
C81	65.43'	50.00'	074°58'30"	S13°53'00"E	60.86'
C82	41.15'	50.00'	047°08'23"	S74°56'56"E	40.00'
C83	46.81'	50.00'	053°38'44"	N54°39'00"E	45.12'
C84	32.47'	50.00'	037°12'29"	S55°54'26"E	31.90'
C85	52.51'	50.00'	060°10'23"	N75°24'08"E	50.13'
C86	43.40'	50.00'	049°44'13"	N20°26'51"E	42.05'
C87	29.70'	50.00'	034°01'41"	N21°26'07"W	29.26'
C88	4.23'	50.00'	004°51'09"	N50°16'14"E	4.23'
C89	63.84'	50.00'	073°09'12"	N11°16'04"E	59.59'
C90	50.06'	50.00'	057°21'51"	N53°59'28"W	48.00'
C91	39.74'	50.00'	045°32'04"	S74°33'35"W	38.70'
C92	8.27'	327.50'	001°26'50"	N83°21'29"W	8.27'
C93	31.13'	25.00'	071°20'13"	S57°38'14"E	29.15'
C94	1.38'	25.00'	003°09'28"	N81°17'50"W	1.38'
C95	18.51'	25.00'	042°24'55"	N58°30'39"W	18.09'
C96	2.79'	330.00'	000°29'05"	S88°16'25"W	2.79'
C97	169.53'	330.00'	029°26'01"	S83°13'59"W	167.67'
C98	31.13'	25.00'	071°20'13"	S13°41'59"W	29.15'
C99	34.83'	25.00'	079°50'09"	N42°32'53"W	32.08'
C100	115.37'	236.44'	027°57'28"	N83°33'19"E	114.23'
C101	6.38'	236.44'	001°32'42"	N68°48'14"E	6.38'
C102	333.66'	450.00'	042°28'59"	N89°42'31"W	326.07'
C103	100.60'	400.00'	014°24'33"	S75°40'18"E	100.33'
C104	26.79'	327.50'	004°41'13"	N04°15'27"E	26.78'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C105	22.63'	25.00'	051°51'20"	S19°19'36"E	21.86'
C106	297.10'	60.00'	283°42'40"	S83°23'57"E	74.12'
C107	10.97'	25.00'	025°08'46"	N45°53'00"E	10.88'
C108	69.43'	272.50'	014°35'55"	N12°12'51"E	69.24'
C109	78.29'	327.50'	013°41'50"	N12°39'54"E	78.11'
C110	33.33'	25.00'	076°23'28"	N57°42'32"E	30.92'
C111	268.49'	60.00'	256°23'28"	S32°17'28"E	94.31'
C112	55.74'	327.50'	009°45'09"	N10°41'33"E	55.68'
C113	22.55'	327.50'	003°56'41"	N17°32'28"E	22.54'
C114	3.70'	60.00'	003°31'54"	N21°16'45"E	3.70'
C115	53.74'	60.00'	051°18'48"	N48°42'06"E	51.96'
C116	55.25'	60.00'	052°45'41"	S79°15'39"E	53.32'
C117	48.87'	60.00'	046°40'02"	S29°32'48"E	47.53'
C118	63.03'	60.00'	060°11'35"	S23°53'01"W	60.17'
C119	43.90'	60.00'	041°55'28"	S74°56'32"W	42.93'
C120	3.46'	272.50'	000°43'42"	N19°08'57"E	3.46'
C121	65.97'	272.50'	013°52'13"	N11°51'00"E	65.81'
C122	55.53'	60.00'	053°01'31"	S31°56'38"W	53.57'
C123	39.76'	60.00'	037°58'05"	S13°33'10"E	39.04'
C124	37.15'	60.00'	035°28'27"	S50°16'26"E	36.56'
C125	20.09'	60.00'	019°11'17"	S77°36'19"E	20.00'
C126	37.15'	60.00'	035°28'27"	N75°03'49"E	36.56'
C127	40.12'	60.00'	038°18'43"	N38°10'14"E	39.38'
C128	54.70'	60.00'	052°13'54"	N07°06'05"W	52.82'
C129	12.61'	60.00'	012°02'14"	N39°14'09"W	12.58'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N83°09'25"W	12.04'
L2	N83°09'25"W	13.01'
L3	S82°03'01"E	57.94'
L4	N82°03'01"W	57.94'
L5	N82°27'57"W	7.50'
L6	N68°01'53"E	17.00'
L7	S07°56'59"W	64.36'
L8	S82°53'56"E	25.25'
L9	S04°54'54"W	27.16'
L10	N21°58'07"W	21.22'
L11	N21°58'07"W	21.22'
L12	S68°01'53"W	22.50'
L13	S68°01'53"W	22.50'
L14	N65°41'31"W	10.30'
L15	N68°01'53"E	6.91'
L16	N68°01'53"E	6.91'
L17	S21°58'07"E	22.50'
L18	N16°22'41"W	39.59'
L19	N06°36'03"E	9.94'
L20	N37°07'12"E	25.00'

Received 11/13/19
HUTTO
CITY OF

SURVEY:
JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97
PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184

DATE: NOVEMBER 1, 2019 SCALE: 1" = 100'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784
RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

THAT PART OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 AND THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184 IN WILLIAMSON COUNTY, TEXAS, AND BEING COMPRISED OF FOUR PARTS: A 44.085 ACRE TRACT OF LAND, BEING A PART OF THAT 113.71 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2018025432 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRW); AND A PART OF THAT 231.815 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2003065952, OPRW; A 2.228 ACRE TRACT OF LAND, BEING A PART OF SAID 231.815 ACRE TRACT; AND A 4.284 ACRE TRACT OF LAND, BEING A PART OF SAID 231.815 ACRE TRACT; AND, A 39.773 ACRE TRACT OF LAND, BEING A PART OF THAT 75.812 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2018113541, OPRW; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART 1 - 44.085 ACRES

BEGIN AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132 (VARIABLE WIDTH RIGHT-OF-WAY) MONUMENTING THE SOUTHEAST CORNER OF THE ABOVE REFERENCED 113.71 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 231.185 ACRE TRACT;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°56'59"W A DISTANCE OF 188.90 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ACROSS SAID 231.815 ACRE TRACT, THE FOLLOWING NINE COURSES:

1. SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S52°56'59"W, 35.36 FEET TO A 1/2" IRON ROD SET;
2. N82°03'01"W A DISTANCE OF 57.94 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
3. WESTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 172.32 FEET, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 29°55'07", AND A CHORD BEARING S82°59'26"W, 170.37 FEET TO A 1/2" IRON ROD SET;
4. S88°01'53"W A DISTANCE OF 575.20 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
5. WESTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 121.75 FEET, HAVING A RADIUS OF 236.44 FEET, A CENTRAL ANGLE OF 29°30'10", AND A CHORD BEARING S82°46'58"W, 120.41 FEET TO A 1/2" IRON ROD SET;
6. N82°27'57"W A DISTANCE OF 73.47 FEET TO A 1/2" IRON ROD SET;
7. N07°32'03"E A DISTANCE OF 440.00 FEET TO A 1/2" IRON ROD SET;
8. N82°27'57"W A DISTANCE OF 7.50 FEET TO A 1/2" IRON ROD SET;
9. N07°32'03"E A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET ON THE SOUTH LINE OF SAID 113.71 ACRE TRACT;

THENCE ALONG SAID SOUTH LINE OF THE 113.71 ACRE TRACT, S82°27'57"E A DISTANCE OF 381.01 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 113.71 ACRE TRACT, THE FOLLOWING TEN COURSES:

1. N68°01'53"E A DISTANCE OF 17.00 FEET TO A 1/2" IRON ROD SET;
2. N21°58'07"W A DISTANCE OF 211.33 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
3. NORTHWESTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N66°58'07"W, 35.36 FEET TO A 1/2" IRON ROD SET;
4. N21°58'07"W A DISTANCE OF 69.00 FEET TO A 1/2" IRON ROD SET ON A NON-TANGENT CURVE TO THE LEFT;
5. NORTHEASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N23°01'53"E, 35.36 FEET TO A 1/2" IRON ROD SET;
6. N21°58'07"W A DISTANCE OF 895.28 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
7. NORTHWESTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N66°58'07"W, 35.36 FEET TO A 1/2" IRON ROD SET;
8. N21°58'07"W A DISTANCE OF 55.00 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE LEFT;
9. NORTHEASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N23°01'53"E, 35.36 FEET TO A 1/2" IRON ROD SET;
10. N21°58'07"W A DISTANCE OF 442.62 FEET TO A 1/2" IRON ROD SET ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 132, FROM WHICH THE NORTHWEST CORNER OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 BEARS APPROXIMATELY N82°03'42"W A DISTANCE OF 4335 FEET;

THENCE ALONG SAID SOUTH AND WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, SAME BEING THE NORTH AND EAST LINE OF SAID 113.71 ACRE TRACT, THE FOLLOWING FOUR COURSES:

1. S82°38'12"E A DISTANCE OF 1363.66 FEET TO A 1/2" IRON ROD FOUND AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
2. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A LENGTH OF 115.05 FEET, HAVING A RADIUS OF 71.10 FEET, A CENTRAL ANGLE OF 92°42'57" AND A CHORD WHICH BEARS S36°10'20"E A DISTANCE OF 102.91 FEET TO A 1/2" IRON ROD FOUND;
3. S07°07'34"W A DISTANCE OF 752.26 FEET TO A 1/2" IRON ROD SET;
4. S07°08'37"W A DISTANCE OF 729.10 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 44.085 ACRES, MORE OR LESS.

PART 2 - 2.228 ACRES

COMMENCE AT A 1/2" IRON ROD FOUND ON SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132 (VARIABLE WIDTH RIGHT-OF-WAY) MONUMENTING SAID NORTHEAST CORNER OF THE 231.815 ACRE TRACT AND SAID SOUTHEAST CORNER OF THE 113.71 ACRE TRACT;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°56'59"W A DISTANCE OF 298.90 FEET TO A 1/2" IRON ROD SET FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°56'59"W A DISTANCE OF 64.36 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 231.815 ACRE TRACT, THE FOLLOWING NINE COURSES:

1. N83°08'25"W A DISTANCE OF 13.01 FEET TO A 1/2" IRON ROD SET ON A NON-TANGENT CURVE TO THE LEFT;
2. WESTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 36.69 FEET, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 28°01'36", AND A CHORD BEARING S82°49'49"W, 36.32 FEET TO A 1/2" IRON ROD SET;
3. S88°48'01"W A DISTANCE OF 678.17 FEET TO A 1/2" IRON ROD SET;
4. N19°01'18"W A DISTANCE OF 130.61 FEET TO A 1/2" IRON ROD SET ON A NON-TANGENT CURVE TO THE LEFT;
5. EASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 18.70 FEET, HAVING A RADIUS OF 363.56 FEET, A CENTRAL ANGLE OF 02°56'49", AND A CHORD BEARING N68°30'17"E, 18.70 FEET TO A 1/2" IRON ROD SET;
6. N68°01'53"E A DISTANCE OF 537.22 FEET TO 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
7. EASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 140.89 FEET, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 29°55'07", AND A CHORD BEARING N82°59'26"E, 139.39 FEET TO A 1/2" IRON ROD SET;
8. S82°03'01"E A DISTANCE OF 57.94 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
9. SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S37°03'01"E, 35.36 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 2.228 ACRES, MORE OR LESS.

PART 3 - 4.284 ACRES

COMMENCE AT A 1/2" IRON ROD FOUND ON SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132 (VARIABLE WIDTH RIGHT-OF-WAY) MONUMENTING SAID NORTHEAST CORNER OF THE 231.815 ACRE TRACT AND SAID SOUTHEAST CORNER OF THE 113.71 ACRE TRACT;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°56'59"W A DISTANCE OF 413.27 FEET TO A 1/2" IRON ROD SET FOR THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°56'59"W A DISTANCE OF 442.54 FEET TO A 1/2" IRON ROD SET MONUMENTING THE SOUTHEAST CORNER OF SAID 231.815 ACRE TRACT AND THE NORTHEAST CORNER OF A 16.94 ACRE TRACT CONVEYED TO ALLAN HAUSMANN AND WIFE, PORTIA HAUSMANN BY DEED RECORDED IN VOLUME 1958, PAGE 388 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC)

THENCE ALONG THE NORTH LINE OF SAID 16.94 ACRE TRACT, N82°35'07"W A DISTANCE OF 825.52 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 231.815 ACRE TRACT, THE FOLLOWING THREE COURSES:

1. N68°49'01"E A DISTANCE OF 917.88 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
2. EASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 12.23 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 28°01'34", AND A CHORD BEARING N82°49'49"E, 12.11 FEET TO A 1/2" IRON ROD SET;
3. S83°08'25"E A DISTANCE OF 12.04 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 4.284 ACRES, MORE OR LESS.

PART 4 - 39.773 ACRES

BEGIN AT A 1/2" IRON ROD SET ON THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 132 AT THE SOUTHWEST CORNER OF SAID 75.812 ACRE TRACT, SAME BEING ON THE NORTH LINE OF A 5.00 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO MICHAEL EDMONDS, SR. BY DEED RECORDED IN DOCUMENT NO. 2004023887, OPRW; FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 5.00 ACRE TRACT BEARS, N83°08'52"W A DISTANCE OF 4.07 FEET;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 132 AND THE WEST LINE OF SAID 75.812 ACRE TRACT, N07°18'53"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;

THENCE ALONG THE WEST LINE OF SAID 75.812 ACRE TRACT THE FOLLOWING TEN COURSES:

1. LEAVING SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S83°08'52"E A DISTANCE OF 437.04 FEET TO A 1/2" IRON ROD SET;
2. S83°08'53"E A DISTANCE OF 381.88 FEET TO A 1/2" IRON ROD SET;
3. N44°43'30"W A DISTANCE OF 726.71 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF A 1.0004 ACRE TRACT OF LAND CONVEYED TO MARC DECKER BY DEED RECORDED IN DOCUMENT NO. 2015038885, OPRW;
4. S82°51'07"E A DISTANCE OF 30.05 FEET TO A 1/2" IRON ROD SET;
5. N10°22'21"E A DISTANCE OF 153.05 FEET TO A 1/2" IRON ROD SET;
6. N65°41'31"W A DISTANCE OF 10.30 FEET TO A 1/2" IRON ROD SET;
7. N23°23'22"W A DISTANCE OF 92.44 FEET TO A 1/2" IRON ROD SET;
8. N07°08'30"W A DISTANCE OF 91.15 FEET TO A 1/2" IRON ROD SET;
9. N07°34'11"W A DISTANCE OF 95.60 FEET TO A 1/2" IRON ROD SET ON SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, FROM WHICH A 1/2" IRON ROD FOUND IN A DRIVEWAY, APPROXIMATELY 1.7 FEET DEEP AT THE NORTHWEST CORNER OF SAID 1.0004 ACRE TRACT BEARS, S07°08'04"W A DISTANCE OF 11.18 FEET;
10. ALONG SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, N07°08'04"E A DISTANCE OF 132.88 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 75.812 ACRE TRACT, THE FOLLOWING TWENTY COURSES:

1. S82°53'56"E A DISTANCE OF 446.96 FEET TO A 1/2" IRON ROD SET;
2. N07°08'04"E A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
3. S82°53'56"E A DISTANCE OF 196.00 FEET TO A 1/2" IRON ROD SET;
4. S07°32'20"W A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
5. S82°53'56"E A DISTANCE OF 122.94 FEET TO A 1/2" IRON ROD SET;
6. N07°08'04"E A DISTANCE OF 122.50 FEET TO A 1/2" IRON ROD SET ON A NON-TANGENT CURVE TO THE LEFT;
7. EASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 52.68 FEET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 60°22'00", AND A CHORD BEARING S67°30'33"E, 50.28 FEET TO A 1/2" IRON ROD SET;
8. S07°41'33"E A DISTANCE OF 112.90 FEET TO A 1/2" IRON ROD SET;
9. S82°53'56"E A DISTANCE OF 25.25 FEET TO A 1/2" IRON ROD SET;
10. N58°43'45"E A DISTANCE OF 117.37 FEET TO A 1/2" IRON ROD SET;
11. N06°32'34"E A DISTANCE OF 120.06 FEET TO A 1/2" IRON ROD SET;
12. N07°24'00"E A DISTANCE OF 192.40 FEET TO A 1/2" IRON ROD SET;
13. S83°23'57"E A DISTANCE OF 147.13 FEET TO A 1/2" IRON ROD SET;
14. N56°19'37"E A DISTANCE OF 74.15 FEET TO A 1/2" IRON ROD SET;
15. N88°40'29"E A DISTANCE OF 153.79 FEET TO A 1/2" IRON ROD SET;
16. S87°28'37"E A DISTANCE OF 70.45 FEET TO A 1/2" IRON ROD SET;
17. S85°05'06"E A DISTANCE OF 154.11 FEET TO A 1/2" IRON ROD SET;
18. S04°54'54"W A DISTANCE OF 27.16 FEET TO A 1/2" IRON ROD SET;
19. S79°43'47"E A DISTANCE OF 55.20 FEET TO A 1/2" IRON ROD SET;
20. S84°11'01"E A DISTANCE OF 206.88 FEET TO A 1/2" IRON ROD SET ON THE WEST LINE OF A 101.51 ACRE TRACT CONVEYED TO KLAUS FARMS, LTD. BY DEED RECORDED IN DOCUMENT NO. 2007089204, OPRW;

THENCE ALONG SAID WEST LINE OF THE 101.51 ACRE TRACT, S04°54'54"W A DISTANCE OF 963.87 FEET TO A 5/8" IRON ROD FOUND MONUMENTING THE SOUTHWEST CORNER OF SAID 101.51 ACRE TRACT AND THE NORTHWEST CORNER OF A 100 ACRE TRACT CONVEYED TO MARYN H. DECKER & WIFE LORENE DECKER BY DEED RECORDED IN VOLUME 754, PAGE 769, DRWC;

THENCE ALONG THE WEST LINE OF SAID 100 ACRE TRACT, S07°49'18"W A DISTANCE OF 401.65 FEET TO A 1/2" IRON ROD SET MONUMENTING THE SOUTHEAST CORNER OF SAID 75.812 ACRE TRACT AND THE NORTHEAST CORNER OF THE REMAINDER OF A 101.51 ACRE TRACT CONVEYED TO MARYN H. DECKER & WIFE LORENE DECKER BY DEED RECORDED IN VOLUME 442, PAGE 308, DRWC;

THENCE ALONG THE NORTH LINE OF SAID 101.51 ACRE TRACT, N83°08'13"W A DISTANCE OF 898.52 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF SAID 101.51 ACRE TRACT, SAME BEING ON THE EAST LINE OF A 5.68 ACRE TRACT OF LAND CONVEYED TO MICHAEL EDMONDS, SR. BY DEED RECORDED IN DOCUMENT NO. 2004023887, OPRW;

THENCE ALONG THE EAST LINE OF SAID 5.68 ACRE TRACT, N06°50'47"E A DISTANCE OF 85.50 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 5.68 ACRE TRACT;

THENCE ALONG THE NORTH LINE OF SAID 5.68 ACRE TRACT, N83°08'53"W A DISTANCE OF 499.91 FEET TO A 1/2" IRON ROD FOUND MONUMENTING THE NORTHWEST CORNER OF SAID 5.68 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 5.00 ACRE TRACT;

THENCE ALONG THE NORTH LINE OF SAID 5.00 ACRE TRACT, N83°08'52"W A DISTANCE OF 437.45 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 39.773 ACRES, MORE OR LESS.

ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

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

THAT HUTTO DEVELOPMENT, LTD., SOLE OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NOS. 2003065952, 2018025432 AND 2018113541 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE CITY OF HUTTO, WILLIAMSON COUNTY AND THE PUBLIC THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS 'HIGHLANDS NORTH SECTION 1'.

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

HUTTO DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP

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

BY: _____
JOHN S. LLOYD, MANAGER
4720 ROCKCLIFF ROAD #4
AUSTIN, TEXAS 78746

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

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

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

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

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

THAT INTERNATIONAL BANK OF COMMERCE, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2003065952 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO AND WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS 'HIGHLANDS NORTH SECTION 1'.

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

INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: _____

INTERNATIONAL BANK OF COMMERCE
500 WEST 5TH STREET, SUITE 100
AUSTIN, TEXAS 78701

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

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

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

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

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

WILLIAMSON COUNTY ADDRESSING COORDINATOR

FINAL PLAT OF
HIGHLANDS NORTH SECTION 1
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

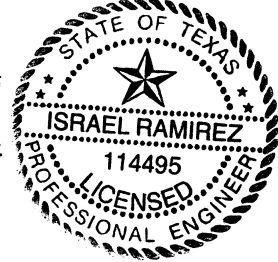
STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

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

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

Israel Ramirez 11.1.2019
ISRAEL RAMIREZ
REGISTERED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS

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



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

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

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

Stephen R. Lawrence 11/4/2019
STEPHEN R. LAWRENCE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS

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



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

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

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE ____ DAY OF _____, 20____

ASHBY GRUNDMAN, DEVELOPMENT SERVICES DIRECTOR DATE _____

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: NOVEMBER 1, 2019

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

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

Received 11/13/19



Regular City Council

AGENDA
ITEM 10.B.



To:

Subject: Consideration and possible action approving the minutes of the December 30,
2019 Special City Council Meeting. (Lacie Hale)
Regular City Council - 16 January 2020

Meeting:

Department: City Secretary

Staff Contact: Lacie Hale City Secretary



**CITY COUNCIL
MEETING MINUTES
DECEMBER 30, 2019**

The Hutto City Council met in a special session on Monday, December 30, 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 8:00 p.m.

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Mike Snyder, Councilmember Peter Gordon, Councilmember Patti Martinez and Councilmember Tanner Rose.

Members of staff that were present were Byron Frankland, Assistant City Manager; Jessica Bullock, Director of Economic Development; Stacy Schmitt, Assistant to the City Manager; and Lacie Hale, City Secretary.

PUBLIC COMMENT

Jakobi, Nephew of Robin Sutton, shared that Hutto should stay old town and not new town.

Robin Sutton knows that it will be a hard road to repair the damage done to this town, and requested public records be added to the agenda.

OTHER BUSINESS

- 5.A. Discussion and possible action to authorize acceptance of bid and transfer of land described as approximately 78 acres of land owned by the City of Hutto and located adjacent to Highway 79 in Williamson County, Texas.

Motion: Mayor Pro-tem Hines motioned to accept a bid and transfer of land described as approximately 78 acres of land owned by the City of Hutto and located adjacent to Highway 79 in Williamson County, Texas. Councilmember Martinez seconded the motion.

Vote:

Ayes	Mayor Doug Gaul
	Mayor Pro-tem Tom Hines
	Councilmember Mike Snyder
	Councilmember Peter Gordon
	Councilmember Patti Martinez
Nay	Councilmember Tanner Rose

Action: The motion passed with 5 ayes, 1 nay

5.B. Discussion and possible action regarding financing for Perfect Game development.

Motion: Councilmember Gordon motioned to approve payment of public park related expenses out of proposition C upon approval of invoices from city staff and bond counsel. Councilmember Martinez seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Peter Gordon
Councilmember Patti Martinez

Nayes Councilmember Mike Snyder
Councilmember Tanner Rose

Action: The motion passed with 4 ayes, 2 nays

5.C. Discussion and possible action on Wolverine v. City of Hutto settlement and payment of settlement amount.

Motion: Councilmember Snyder motioned to table 5C until bonds are issued. Councilmember Gordon seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Mike Snyder
Councilmember Peter Gordon
Councilmember Patti Martinez
Councilmember Tanner Rose

Action: The motion passed with 6 ayes, 0 nay

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].

6.A. Executive session, as authorized by Texas Government Code, Section 551.074, deliberations regarding Personnel Matters, regarding City Manager.

Executive Session was held from 9:17 pm to 9:39 pm. No action was taken.

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 9:40 p.m. on Monday, December 30, 2019.

CITY OF HUTTO

Doug Gaul, Mayor

ATTESTED:

Lacie Hale, City Secretary

Regular City Council
**AGENDA ITEM
11.A.**



To: City Council
Subject: Consideration of a public hearing and possible action on the first reading of an ordinance approving the proposed Planned Unit Development (PUD) for 411, 421, 431, 441 Ed Schmidt Boulevard, 4.30 acres, more or less, of land, located on Ed Schmidt Boulevard. (Ashley Lumpkin)
Meeting: Regular City Council - 16 Jan 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Description:

This item came before the City Council in December, and is back before you because of a correction by the applicant on the properties needed to be included in this PUD.

The Emory Farms Commercial PUD is an approximately 4.30 acre site located on the west side of Ed Schmidt Boulevard (CR 119), south of Emory Farms Avenue.

Owner: Randy Russ – CR 119 LLC

Developer: Randy Russ

Current Zoning: Local Business (B-1)

Proposed Zoning: Planned Unit Development

Surrounding Zoning:

North: Local Business (B-1)

East: ETJ (Church)

South: Local Business (B-1) and Hotels

West: Single-Family Residential (SF-1)

Summary of Request:

The base zoning district for the PUD is Local Commercial (B-1). There is a proposed hotel for the site that has already received a Specific Use Permit from City Council on July 11, 2019.

The plans for the proposed hotel are included in the packet. It includes 111 units and is proposed to be 4 stories in height.

There is a joint access easement that runs along the western side of the property, and they are proposing

The building layout as it currently is proposed has the front of the hotel oriented towards Highway 79. Therefore, one side of the building will face the adjacent residential subdivision. As a condition of the Specific Use Permit, the building is required to not have any hotel room windows facing the

residential area. The proposed plan accomplishes that, as only stairs and a storage room face Emory Farms.

This proposed PUD has been reviewed by the Planning, Engineering, and Parks Departments, and also Hutto Fire Rescue.

Staff Review:

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project more appropriate and desirable than what would result from strict application of the UDC. Development standards are required for a parcel that would be developed as a PUD. Staff has reviewed the proposed PUD development standards against the required criteria.

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

The PUD application is consistent with desired guidelines of the B-1 district, and provides additional buffer and spacing from the adjacent residential development.

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

The area of the proposed development has been historically agricultural, with farmland and floodplain areas. The proposed development will provide a use that has been needed in Hutto. It will allow visitors to have the ability to stay in Hutto instead of getting a hotel room in an adjacent community.

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

This PUD is approximately 2.075 acres in size, and is a proposed hotel. The proposed layout accounts for drainage and provides enough parking for the site. The aesthetics of the proposed building are harmonious with the adjacent development.

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

This PUD allows for larger building setbacks and buffers than a normal local business (B-1) development. These additional buffers allow for more landscaping to provide a better sound attenuation and combining that with fencing provides a large noise buffer from the adjacent residential.

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

The proposed development for this site is a hotel. All of the development impacts have been taken into account. The traffic impact is being accounted for by having adequate parking and stacking on the site as well as proper circulation of traffic along Ed Schmidt Blvd. There will be minimal lighting on site and will have to conform to the UDC for lighting, trash and litter, water pollution and runoff.

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

The proposed development will have access to adequate utilities including fire and police services.

7. *The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current*

zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.

The proposed PUD will not have a greater burden on city services. The proposed hotel will provide a much needed use in the City and the developer has made an effort to minimize the impact on the already developed land in the area, especially the residential.

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

New construction must conform to the design guidelines as listed within the PUD, including elements of the UDC. They also must comply with the 2018 ICC regulations.

All property owners within 200 feet have been notified by mail of the proposed zoning change. Notice was published in the Taylor Daily Press. Notice has also been posted on the City of Hutto website.

RECOMMENDATION:

Staff finds that the proposed PUD for 411, 421, 431, 441 Ed Schmidt Boulevard Planned Unit Development meets the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that the Council approve the ordinance and dispense with the second reading.

ATTACHMENTS:

[Application](#)

[Emory Farms Commercial PUD \(1-9-2020\)](#)

[411-441EdSchmidtPUD\(Ord\)Complete \(NEEDS ExB-PUD Plan\)](#)

[411 421 431 441 Ed Schmidt Boulevard\(SiteMap\)](#)

[411-441EdSchmidtPUD\(Notice\)CC-2nd](#)

[FinalPlat\(Recorded\)](#)

[HotelSiteDesign\(Example\)](#)

[FIS site floor plan 86 room prototype with board room](#)



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Marriott flaged hotel APPLICATION TYPE _____

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

Name: W. Randy Russ member
Company Name: CBR119 LLC
Address: 3874 Limmer Loop
Phone: 512.846.1998 Email: texasfixtures@gmail.com

PROPERTY INFORMATION

Address: 3xx Ed Schmidt Blvd
Legal Description: Lot(s) _____ Block _____ Subdivision _____
Deed Reference: Volume _____ Page(s) _____ or Document No. _____
City Limits or ETJ: CL Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: Randy Russ
Company Name: CBR119 LLC - TAMBORO KING
Address: 3874 Limmer
Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

William Russ
Property Owner Signature

William Russ
Property Owner Printed Name

9-14-19
Date

THE STATE OF TEXAS

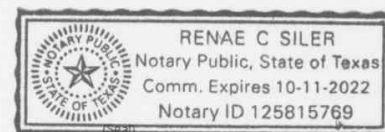
COUNTY OF Williamson

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

Given under my hand and seal of office this 14th day of September, 20 19 A.D.

Renae C. Siler
Notary Public Signature

Renae C. Siler
Notary Public Printed Name



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



**ZONING CHANGE
APPLICATION**

Must be accompanied by a
Master Application
May 2019

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

PROJECT NAME: PROPOSED MARRIOTT FLAGGED HOTEL
PROPERTY ADDRESS: 3XX ED SCHMIDT BLVD
Current zoning district: _____ Current Use: AGG Proposed Use: _____
Current zoning: North of property: _____ South of property: _____
East of property: _____ West of property: _____

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

REQUIRED FOR SUBMITTAL

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

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

ADDITIONAL REQUIREMENTS FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING:

- ☐ Pre-application meeting with Development Services staff and WCESD #3 (Fire District) staff. **(Mandatory)**
- ☐ Color copy of complete plan (1) 8 1/2" x 11", and shall include the following details:
 - o Proposed land uses and dwelling unit density in residential areas
 - o Proposed lot area, lot width, lot depth and yard depth and width
 - o Location of proposed building, building envelopes or building setbacks
 - o Proposed floor area ratios and/or square footage of development, and maximum heights of proposed buildings
 - o Proposed building elevations, parking and access
 - o Proposed circulation and streets including preliminary street cross sections
 - o Existing and proposed screening and landscaping including types and locations
 - o Proposed accessory buildings
 - o Proposed signs (see sign master plan submittal requirements and incorporate elements into development plan document)
 - o Proposed lighting
 - o Project phasing or scheduling
 - o Proposed management associations
 - o Proposed public facilities (schools, fire stations, etc.) and public parks, greenbelts and other open space
 - o Existing natural features, drainageways, 100-year floodplain, if applicable
 - o Other requirements as the city council may deem appropriate

ADDITIONAL REQUIREMENTS FOR FBC (FORM BASED CODE) ZONING:

- ☐ Map:
 - o Copy of overall site map (1) 18" x 24" + (1) 11" x 17" + (1) 8 1/2" x 11"
 - o Copy of site map(s) for each transect zone (1) 18" x 24" + (1) 11" x 17" + (1) 8 1/2" x 11"
 - o Proposed transect zones, civic zones and special districts
 - o Proposed thoroughfare network
 - o Proposed special requirements, if any
 - o Proposed number of warrants or variances, if any
 - o Copy of preliminary site plan(s) for each transect zone (2) 18" x 24" + (2) 11" x 17" + (1) 8 1/2" x 11"
- ☐ Transect Framework Plan (TFP) that includes,
 - o Total acreage (minimum 50 acres required)
 - o Location map of the property with major roadways and adjoining neighborhoods;
 - o General location of neighborhood units shown in 1/4 mi. radius pedestrian zones;

- A conceptual level plan depicting general location of transect zones with transitions to adjoining neighborhoods and roadway corridors
- General location of land uses including mix and density/intensity by transect zone or neighborhood unit
- General location of major roadway network
- Palette of proposed street types with associated cross-sections and street classifications
- A concept plan for open space, creek preservation, and stormwater drainage and detention, in addition to water, sewer infrastructure and general location of major open space such preservation of environmentally sensitive areas or farmland conservation areas
- Any other information that illustrates the general design direction
- Transect Zone Development Standards
- Written summary for,
 - Proposed sequence of community design
 - Proposed community unit types
 - Proposed transect zones, civic zones and special districts
 - Proposed thoroughfare standards, vehicular lanes and public frontages
 - Proposed density calculations
 - Proposed special requirements
 - Proposed natural drainage standards

ADDITIONAL REVIEW CRITERIA FOR SMARTCODE ZONING:

- FBC zoning is available to land containing a minimum of 50 contiguous acres.
- The form and content of all plan types shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.
- Review criteria for all FBC plan types can be found in the UDC, as amended.
- Zoning within this district may require additional commission(s)/council action.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees paid	HPC Mtg. date	PZ Mtg. date	CC Mtg. date

ZONING CHANGE APPLICATION

REVIEW CRITERIA

- ☐ Zoning is consistent with all applicable land use and development plans.
- ☐ Zoning is compatible with existing and permitted uses on properties in the neighborhood, and does not have an adverse impact on surrounding properties or the natural environment.
- ☐ Zoning corrects a clerical/administrative error on the zoning map.
- ☐ Zoning results in a logical and orderly development plan.
- ☐ Zoning is not merely intended to confer an economic benefit to the property owner.
- ☐ Site is a legal building lot.
- ☐ Will be served by adequate facilities including streets, fire protection, water and sanitation for the proposed use.

ADDITIONAL REVIEW CRITERIA FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING:

- ☐ A development plan shall be provided for each separate PUD district (see items required for elements of a development plan).
- ☐ The form and content of the development plan shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.
- ☐ Will provide benefits through providing open space, parks, conservation, recreation, public amenities or aesthetic value, and shall outweigh the potential impact from more intense/dense development on the site.
- ☐ PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air/water pollution; and other factors affecting public health, welfare, safety and convenience.
- ☐ Does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under all applicable land use and development plans, or that arrangements are made to mitigate impacts.
- ☐ Architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

ADDITIONAL REVIEW CRITERIA FOR SMARTCODE ZONING:

- ☐ SmartCode zoning is available to land containing a minimum of 30 contiguous acres.
- ☐ The form and content of all plan types shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.
- ☐ Review criteria for all SmartCode plan types can be found in the SmartCode, as amended.
- ☐ Zoning within this district may require additional commission(s)/council action.

PROCESSING

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

Emory Farms Commercial

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

Development Plan

August 13, 2019

Applicant:

Please Provide

Applicant Representative:

Please Provide

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1.4	Severability.....
1.5	Amendments to Ordinance.....
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1. GENERAL PROVISIONS

1.1 Title

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

1.2 Purpose and Intent

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

1.3 Applicability of City Ordinances

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

1.4 Severability

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

1.5 Amendments to Ordinance

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

Modifications to the PUD shall be administered as follows:

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

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

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

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

1.6 Definitions

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

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD

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

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

Non Residential: B-1

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

PERMITTED USES

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

Bed and Breakfast	
Bus Stops	

Accessory Uses

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

(1) Permitted by Specific Use Permit

2.2 Use Descriptions and Standards

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

Prohibited Uses

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

New and Undefined Uses

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

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

residential areas.

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area

	Commercial/ retail/office/
Lot area (min)	20,000 sq. ft
Lot width at building line (min)	100 ft.
Front yard setback	20 ft.
Side yard (min)	0 ft. for common walls or 10 ft. (c)
Rear yard (min)	25 ft.
Side and rear yard for accessory building (min)	Same as main building (a)
Spacing between buildings (min)	10 ft.
Building height (min/max)	35 ft.(d)
Building height, accessory (max)	15 ft.
Lot Coverage	95% (b)
Sidewalks (min width along streets)	8 ft.

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

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

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

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

3.1.2 Setback encroachment exceptions

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

3.1.3 Buffer yards

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

- 20 ft. from CR 119 (Ed Schmidt Boulevard) right-of-way
- Landscape for the buffer yard shall be planted per the requirements of Section 3.4.2 of this PUD.

3.1.4 Screening

3.1.4.1 Loading area screening

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

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

3.1.4.2 Dumpster screening

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

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

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

3.1.4.3 Parking lot screening

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

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

3.1.4.4 Mechanical equipment screening

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

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

Solar panels are exempt from mechanical equipment screening standards.

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

3.1.4.5 Utility equipment screening

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

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

3.1.5 Parking and Loading Space Bulk Standards

3.1.5.1 Parking space dimensions

Parking spaces must have the following minimum dimensions:

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

3.1.6 Parking Requirements

3.1.6.1 Required parking spaces

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

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

Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, instructional facility, personal and business service shop, print shop, retail store	1 per 400 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA
Child day care facility	1 per employee + 3
Lodging Establishment	1.2 per room + 1 per 100 sf of meeting room space

3.1.6.2 Bicycle parking

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

3.1.6.3 Space computation and fractions

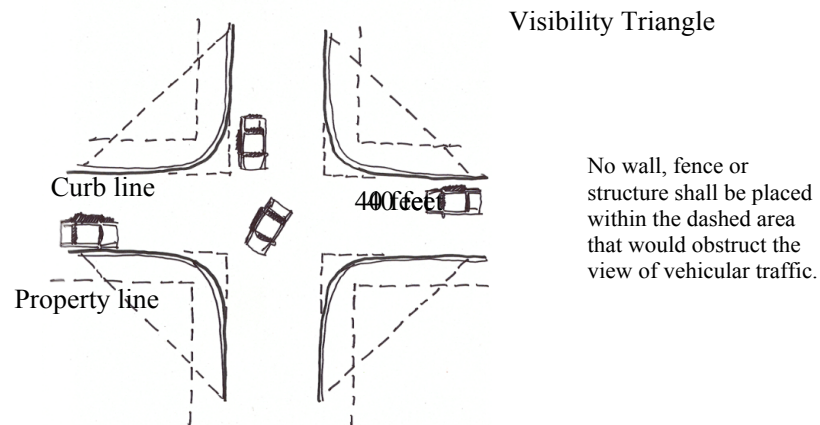
Fractional results will be rounded up when computing the number of required parking spaces.

3.2 Landscaping

3.2.1 General Standards

3.2.1.1 Visibility

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



3.2.1.2 Utilities

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

3.2.2 Required Landscaping:

3.2.2.1 Landscaping areas

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer FM 1660	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Street frontage along internal, public streets – “Street Trees”	1 per 40 ft. of street frontage unless interruption is needed for utility conflict	Optional	Optional
Parking lots: landscape islands in rows and at row ends	1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows	Optional	2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility.
Parking lots: landscape buffers between parking lot and public street or pedestrian area.	1 per 40 ft. of linear landscape area	1 per 30 ft. of linear landscape area	1 per 5 ft. of linear landscape area
Interior Parking: 10 ft. landscape median between every other parking bay	1 per 60 ft of linear landscape area	1 per 25 ft of landscape area	
Dumpster Screening (*does not apply when the enclosure is an architectural extension of a principal building)		1 on each of the three sides of the enclosure, except the side where the gate is located.	1 per 4 linear ft of wall constructed
Ground Mounted Equipment			1 per 3 ft of linear landscape around boundary, except the side where access is located.
Medians	1 per 50 ft. of linear median	Optional	Optional
Other areas (retention and detention basins, open space, etc.)	1 per 2,500 sq. ft. of landscape area	1 per 5,000 sq. ft. of landscape area	2 per 1,000 sq.ft. of landscape buffer

3.2.3 Tree and shrub size

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

3.2.4 Street Trees

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

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

3.2.5 Materials, maintenance and replacement

3.2.5.1 Plant materials

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

3.2.5.1.1 Maintenance

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

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

3.2.5.1.2 License Agreement

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

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

3.2.6 Irrigation

3.2.6.1 Automatic irrigation required

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

3.3 Streets

3.3.1 Street Alignment

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

3.3.2 Street Cross Sections

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

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

3.3.3 Alleys

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

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

3.4 Common Open Space / Parkland

3.4.1 Common Open Space

Within the boundary of the PUD, 1,200 feet of trail and 15.8 acres of park and open space will be provided, as illustrated on **Exhibit D**.

An internal private park will be improved and will include but not be limited to the following amenities: picnic pavilion, playground, sport court, trails,

open play field and off street parking.

A minimum construction investment of \$500 per single family unit will be provided for the park improvements and construction of the trail system. The park fee will be applied to the improvements located within the Emory Farms Commercial PUD boundary.

The proposed Open space and trail system as illustrated on **Exhibit D** shall fully satisfy all parkland and open space requirements of the City with respect to the PUD. No additional parkland dedication, cash payment in lieu of parkland dedication or improvements in lieu of parkland dedication shall be required for this PUD.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Property Owner's Association (POA) or other responsible entity approved by the City. The POA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

3.5 Walls and Fencing

3.5.1 Required walls

The following fence and wall types are required:

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

3.6 Outdoor Lighting

3.6.1 General Standards

3.6.1.1 Display levels and light pollution

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

3.6.1.2 Design

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

3. Exhibits

Legal Description – Exhibit A

Survey – Exhibit B

Site Plan - Exhibit C

Elevations – Exhibit D

Exhibit A – Legal Description

Exhibit B – Survey

Exhibit C – Site Plan

Exhibit D – Elevations

ORDINANCE NO.

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

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

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 7th day of January, 2020, and;

WHEREAS, on the 16th day of January, 2020, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

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

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

SECTION I.

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

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

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

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

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **16th** day of **January, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

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

READ, PASSED and **ADOPTED** on second reading of ordinance this **16th** day of **January, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

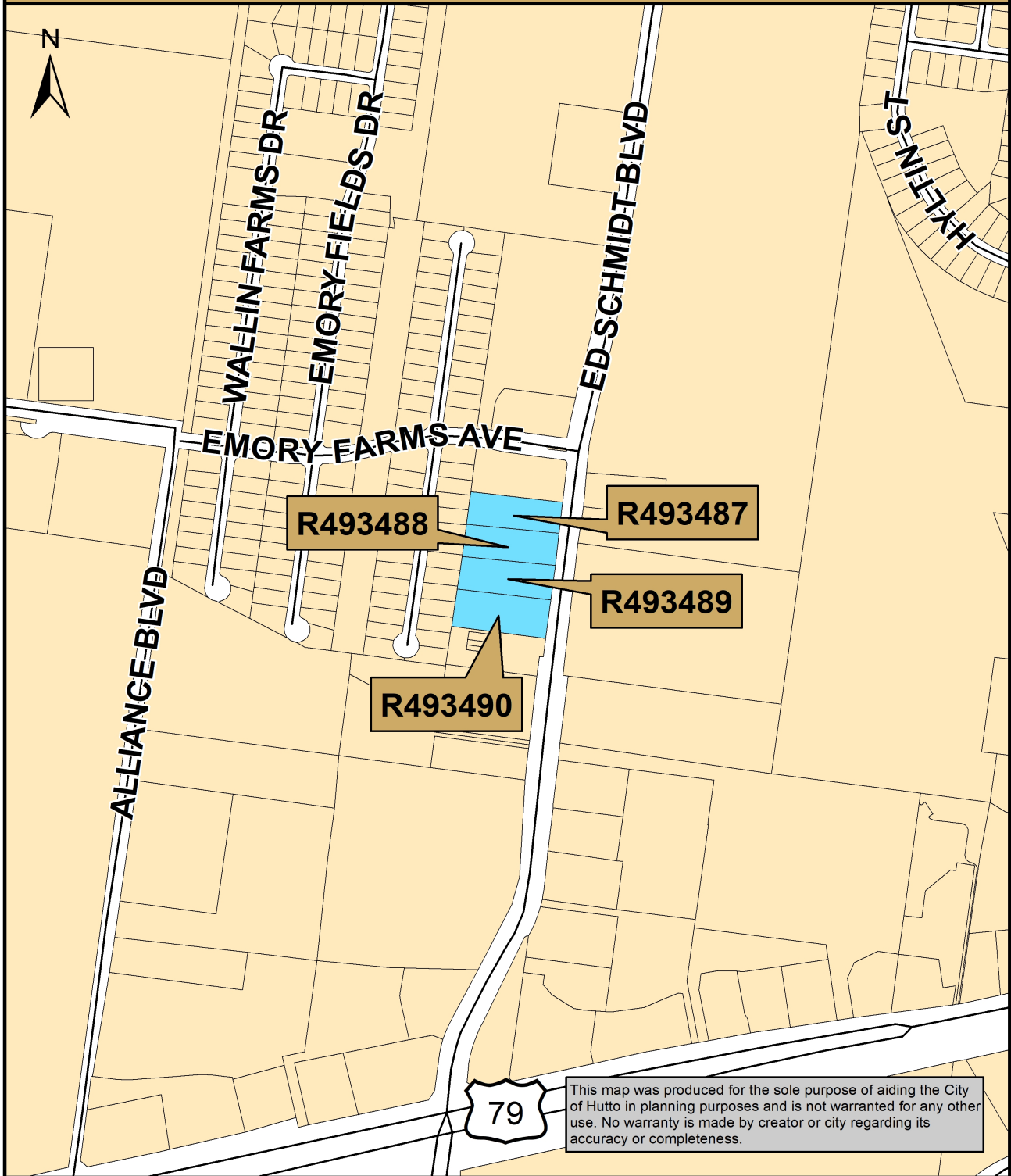
THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

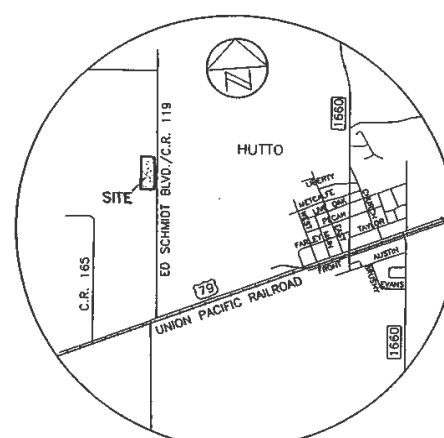
Attest:

Lacie Hale, City Secretary

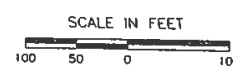
411, 421, 431, 441 Ed Schmidt Boulevard (4.30 Acres)



EMORY FARMS
COMMERCIAL



LOCATION MAP
N.T.S.



LEGEND

●	1/2" REBAR FOUND
○	1/2" REBAR WITH CAP SET
◦	CALCULATED POINT
W/W.W.E.	WATER & WASTEWATER EASMENT
J.A.E.	JOINT ACCESS EASMENT
D.E.	DRAINAGE EASMENT
P.U.E.	PUBLIC UTILITY EASMENT

RECEIVED BY
CITY OF HUTTO
SEP 27 2007
COMMUNITY DEVELOPMENT
DEPARTMENT

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

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

LINE TABLE		
No.	BEARING	LENGTH
L1	S76°45'22"E	102.21'
L2	N83°33'51"W	15.03'
L3	S06°38'11"W	80.65'

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

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT CBR CR 119, L.P., ACTING HEREIN BY AND THROUGH ROBERT M. CASTLE, MANAGING PARTNER, BEING THE OWNER OF A PORTION OF 7.005 ACRES IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED, DATED SEPTEMBER 20, 2004, OF RECORD IN DOCUMENT NO. 200407369B OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

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

Robert M. Castle
ROBERT M. CASTLE, MANAGING PARTNER
CBR CR 119, L.P.
519 TRADESMEN'S PARK DRIVE
HUTTO, TX. 78634
512-759-3763

09/05/07
DATE

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

Louisa J. Kelley NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
SIGNATURE AND DATE

Louisa J. Kelley PRINTED NAME OF NOTARY AND NOTARY STAMP

3/1/11 DATE NOTARY COMMISSION EXPIRES



EMORY FARMS COMMERCIAL

METES AND BOUNDS DESCRIPTION

6.940 ACRES
NATHANIEL EDWARDS SURVEY

A DESCRIPTION OF 6.940 ACRES (302301 S.F.) OF LAND IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 7.005 ACRE TRACT OF LAND DESCRIBED TO CBR CR 119, L.P., BY SPECIAL WARRANTY DEED EXECUTED SEPTEMBER 15, 2004 AND RECORDED SEPTEMBER 20, 2004 IN DOCUMENT NO. 200407369B OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 6.940 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with found in the west right-of-way line of Ed Schmidt Boulevard (C.R. 119, right-of-way width varies) for the southeast corner of said 7.005 acre tract and the northeast corner of Lot 5, Block A, Final Plat of Townwest Commons Section 3, a subdivision of record in Cabinet CC, Slide 137 of the Plat Records of Williamson County, Texas;

THENCE North 82°22'56" West, with the south line of the 7.005 acre tract and the north line of said Lot 5, a distance of 351.59 feet to a 1/2" rebar found for the southwest corner of the 7.005 acre tract, the northwest corner of Lot 5 and the southeast corner of Lot 15, Block A, Emory Farms Section One, a subdivision of record in Cabinet CC, Slide 134 of the Plat Records of Williamson County, Texas;

THENCE North 07°57'29" East, with the west line of the 7.005 acre tract and the east line of said Block A, Emory Farms Section One, a distance of 864.95 feet to a 1/2" rebar found in the south right-of-way line of Emory Farms Avenue (right-of-way width varies), for the northwest corner of the 7.005 acre tract and the northeast corner of Lot 2, Block A, Emory Farms Section One;

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

1. South 76°45'22" East, a distance of 102.21 feet to a 1/2" rebar with cap set;
2. South 82°23'05" East, a distance of 227.61 feet to a 1/2" rebar with cap set for a point of curvature;
3. Along a curve to the right having a radius of 15.00 feet, an arc length of 23.68 feet and chord which bears South 37°08'25" East, a distance of 21.29 feet to a 1/2" rebar with cap set for a point of curvature in the west right-of-way line of said Ed Schmidt Boulevard (C.R. 119) and the east line of the 7.005 acre tract;

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

4. Along a curve to the left having a radius of 3205.00 feet, an arc length of 127.35 feet and chord which bears South 07°22'15" West, a distance of 127.34 feet to a 1/2" rebar with cap found;
5. South 06°14'09" West, a distance of 631.69 feet to a 1/2" rebar with cap set;
6. North 83°33'51" West, a distance of 15.03 feet to a 1/2" rebar with cap found;
7. South 06°38'11" West, a distance of 80.65 feet to the POINT OF BEGINNING, containing 6.940 acres of land, more or less.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

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

Clark O. Daniel, Jr.
CLARK O. DANIEL, JR. R.P.L.S. NO. 3861

9-04-2007
DATE



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

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

NO PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN SHOWN ON FEMA MAP 48491C0244C, EFFECTIVE DATE SEPTEMBER 27, 1991, AS SHOWN HEREON.

Barry Campbell, P.E.
BARRY CAMPBELL, P.E.
TEXAS REGISTRATION NO. 34247
7113 BURNET ROAD, SUITE 212
AUSTIN, TEXAS, 78757
512-452-4008

9/5/07
DATE



PLAT NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
2. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
3. THE BASIS OF BEARING OF THE SURVEY IS GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.
4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO USES OTHER THAN SINGLE FAMILY RESIDENTIAL.
5. EACH LOT IN THIS SUBDIVISION SHALL PROVIDE FOR ON-SITE STORMWATER DETENTION.
6. DEVELOPMENT OF THIS SUBDIVISION SHALL COMPLY WITH APPLICABLE ZONING ORDINANCES OF THE CITY OF HUTTO, INCLUDING:
 - A. REQUIRED PROPERTY LINE SETBACKS.
 - B. BUILDING COVERAGE AND/OR IMPERVIOUS COVER LIMITATIONS
7. DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION SHALL CONFORM TO CITY OF HUTTO LANDSCAPE ORDINANCE REQUIREMENTS.
8. WATER AND WASTEWATER UTILITIES FOR THIS SITE SHALL BE PROVIDED BY THE CITY OF HUTTO.
9. ACCESS TO ED SCHMIDT BLVD. (CR119) AND EMORY FARMS AVE IS RESTRICTED TO LOCATIONS SHOWN. RECIPROCAL ACCESS AGREEMENT DOCUMENT IS RECORDED IN 2007082403, WILLIAMSON COUNTY, TEXAS.

APPROVAL
CITY OF HUTTO

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

Kenneth L. Love 9/5/2007 Debbie Chalf 9-8-07
MAYOR KENNETH L. LOVE DATE CITY SECRETARY DEBBIE CHALF DATE

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26TH DAY OF SEPTEMBER, 2007 A.D., AT 1:45 O'CLOCK P.M., AND DULY RECORDED THIS THE 26TH DAY OF SEPTEMBER, 2007 A.D., AT 1:52 O'CLOCK, P.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET DD, SLIDES 336 AND 337

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

NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS

BY: William Wehling DEPUTY



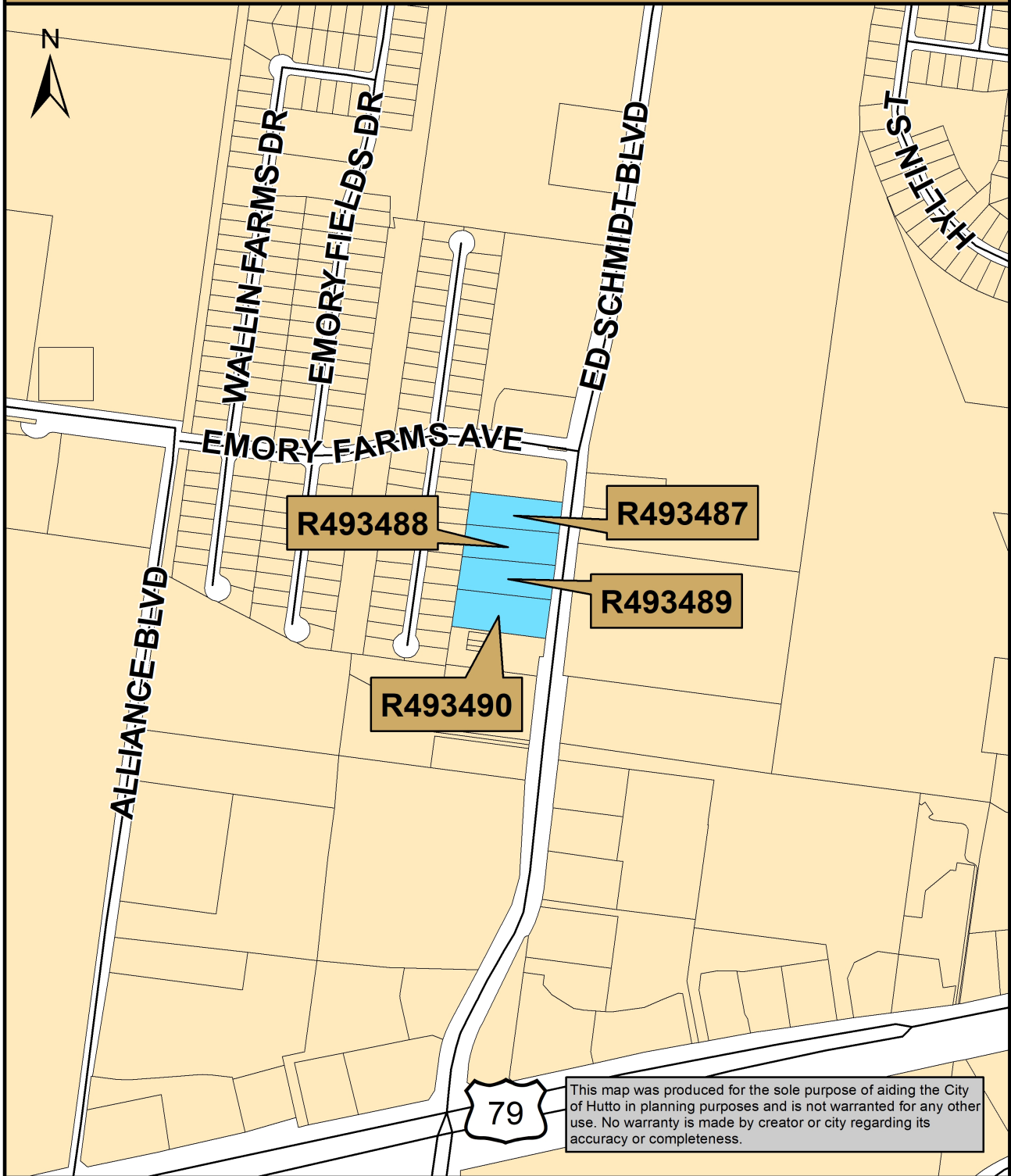
RECEIVED BY
CITY OF HUTTO
SEP 27 2007
COMMUNITY DEVELOPMENT
DEPARTMENT

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

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

SHEET
02 OF 02

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



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

Maps\Emory_Farms\411_421_431_441_Ed_Schmidt_Boulevard.mxd)

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

Page 38 of 53



0 250 500 1,000
Feet

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.

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO
ALL INTERESTED PERSONS
THAT THE HUTTO CITY COUNCIL WILL
HOLD A PUBLIC HEARING REGARDING:

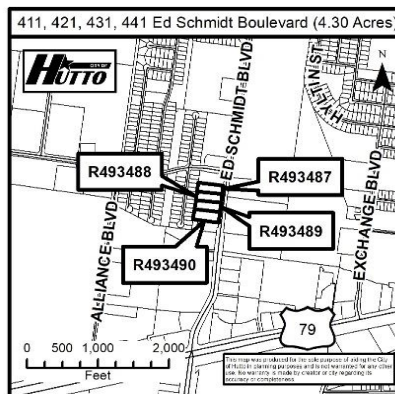
Planned Unit Development (PUD) zoning
ordinance request for the property to be
known as **411, 421, 431 and 441**
Ed Schmidt Boulevard Planned
Unit Development (PUD), 4.30 acres,
more or less, of land, Lots 2, 3, 4 and 5
of the Emory Farms Commercial Subdivision,
Located on Ed Schmidt Boulevard.

The public hearing will be held on:
January 16, 2020 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

For additional information the public
may contact Development Services at
512-759-3479 or planning@huttotx.gov

Publication Date: December 29, 2019





STATE OF TEXAS
COUNTY OF WILLAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT GBR CR 119, L.P., ACTING HEREIN BY AND THROUGH ROBERT M. CASTLE, MANAGING PARTNER, BEING THE OWNER OF A 6,940 ACRES SURVAYED AND BOUND BY THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 2221 IN WILLAMSON COUNTY, TEXAS, AND BY SPECIAL WARRANTY DEED DATED SEPTEMBER 20, 2004, OF RECORD IN DOCUMENT NO. 2004072698 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS;

DO HEREBY SUBSIDISE 6,940 ACRES OUT OF SAID TRACT, IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE ACTS, HERETOFORE TO BE CALLED, "EMORY FARMS COMMERCIAL," AND DO HEREBY GRANT TO THE PUBLIC ALL STREETS AND EASEMENTS SHOWN HEREON UNLESS OTHERWISE INDICATED, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

Robert M. Castle
ROBERT M. CASTLE, MANAGING PARTNER
519 TRADESMEN'S PARK DRIVE
HUTTO, TX, 78634
512-759-3763

09/05/07
DATE

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

Robert M. Castle
Robert M. Castle
LOURA J. KELLEY
LOURA J. KELLEY, NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
SIGNATURE AND DATE

3/1/11
PRINTED NAME OF NOTARY AND NOTARY STAMP
DATE NOTARY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF WILLAMSON

KNOW ALL MEN BY THESE PRESENTS

I, CLARK O. DANIEL, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF AN ON-THE-GROUND SURVEY CONDUCTED BY ME AND MY DEPUTY, DEBBIE CHAPARRAL, ON SEPTEMBER 27, 1981, AS SHOWN HEREON.

Clark O. Daniel, Jr.
CLARK O. DANIEL, JR., R.P.L.S. NO. 3661

9-04-2007
DATE

STATE OF TEXAS
COUNTY OF WILLAMSON

KNOW ALL MEN BY THESE PRESENTS

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

NO PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN NUMBER FEMA MAP 48491C0244C, EFFECTIVE DATE SEPTEMBER 27, 1981, AS SHOWN HEREON.

Barry Campbell, P.E.
BARRY CAMPBELL, P.E., REGISTERED PROFESSIONAL ENGINEER
7113 BURNING WOOD DRIVE, SUITE 212
AUSTIN, TEXAS, 78757
512-452-4008

9/10/07
DATE

PLAT NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.

2. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.

3. THE BASIS OF BEARING OF THE SURVEY IS GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LGCA CONTROL NETWORK.

4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO USES OTHER THAN SINGLE FAMILY RESIDENTIAL.

5. EACH LOT IN THIS SUBDIVISION SHALL PROVIDE FOR ON-SITE STORMWATER DETENTION.

6. DEVELOPMENT OF THIS SUBDIVISION SHALL COMPLY WITH APPLICABLE ZONING ORDINANCES OF THE CITY OF HUTTO, INCLUDING:

A. REQUIRED PROPERTY LINE SETBACKS.

B. BUILDING COVERAGE AND/OR IMPERVIOUS COVER LIMITATIONS

7. DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION SHALL CONFORM TO CITY OF HUTTO LANDSCAPE ORDINANCE REQUIREMENTS.

8. WATER AND WASTEWATER UTILITIES FOR THIS SITE SHALL BE PROVIDED BY THE CITY OF HUTTO.

9. ACCESS TO ED SCHMIDT BLVD. (CR119) AND EMORY FARMS AVE IS RESTRICTED TO LOCATIONS SHOWN. RECIPROCAL ACCESS AGREEMENT DOCUMENT IS RECORDED IN 20070423403 WILLAMSON COUNTY, TEXAS.

APPROVAL
CITY OF HUTTO

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

Mayor Kenneth L. Love
Mayor Kenneth L. Love

9/8/2007
DATE

Debbie Chaparral
Debbie Chaparral
City Secretary Debbie Chaparral
9-8-07
DATE

STATE OF TEXAS
COUNTY OF WILLAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26TH DAY OF SEPTEMBER 2007 A.D., AT 1:45 O'CLOCK P.M., AND DULY RECORDED THIS THE 26TH DAY OF SEPTEMBER 2007 A.D., AT 1:55 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET DD, SLIDES 336 AND 337.

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

Nancy Rister
NANCY RISTER, CLERK OF WILLAMSON COUNTY, TEXAS

William A. Whelan
BY: William A. Whelan, DEPUTY

EMORY FARMS
COMMERCIAL

METES AND BOUNDS DESCRIPTION

6,940 ACRES

NATHANIEL EDWARDS SURVEY

A DESCRIPTION OF 6,940 ACRES (302301 S.F.) OF LAND IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 2221 IN WILLAMSON COUNTY, TEXAS, BEING THE SAME AS DESCRIBED IN SPECIAL WARRANTY DEED, GBR CR 119, L.P., BY SPECIAL WARRANTY DEED EXECUTED SEPTEMBER 15, 2004 AND RECORDED SEPTEMBER 20, 2004 IN DOCUMENT NO. 2004072698 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, SAID 6,940 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4" rebar with found in the west right-of-way line of Ed Schmidt Boulevard (C.R. 119, right-of-way width varies) for the southeast corner of said 7,005 acre tract and the northeast corner of Lot 5; Block A, Find Plat of Townwest Commons Section 3, a subdivision of record in Cabinet CC, Slide 157 of the Plat Records of Williamson County, Texas;

THENCE North 82°22'56" West, with the south line of the 7,005 acre tract and the north line of said Lot 5, a distance of 351.59 feet to a 1/2" rebar found for the southwest corner of the 7,005 acre tract and the northwest corner of Lot 5 and the southeast corner of Lot 15; Block A, Emory Farms Section One, a subdivision of record in Cabinet CC, Slide 134 of the Plat Records of Williamson County, Texas;

THENCE North 07°57'39" East, with the west line of the 7,005 acre tract and the east line of said Block A, Emory Farms Avenue, a distance of 864.95 feet to a 1/2" rebar found in the south right-of-way line of the northeast corner of Lot 2, Block A, Emory Farms Section One;

THENCE over and across the 7,005 acre tract with the south right-of-way line of said Emory Farms Avenue, the following three (3) courses:

1. South 76°45'22" East, a distance of 102.21 feet to a 1/2" rebar with cap set;

2. South 82°23'05" East, a distance of 227.61 feet to a 1/2" rebar with cap set for a point of curvature;

3. Along a curve to the right having a radius of 15.00 feet, on arc length of 23.68 feet and chord which bears South 37°06'25" East, a distance of 21.29 feet to a 1/2" rebar with cap set for a point of curvature in the west right-of-way line of said Ed Schmidt Boulevard (C.R. 119) and the east line of the 7,005 acre tract;

THENCE with the west right-of-way line of Ed Schmidt Boulevard and the east line of the 7,005 acre tract, the following four (4) courses:

4. Along a curve to the left having a radius of 3205.00 feet, on arc length of 127.35 feet and chord which bears South 07°22'15" West, a distance of 121.54 feet to a 1/2" rebar with cap found;

5. South 06°14'09" West, a distance of 631.69 feet to a 1/2" rebar with cap set;

6. North 83°33'51" West, a distance of 15.03 feet to a 1/2" rebar with cap found;

7. South 06°38'11" West, a distance of 80.65 feet to the POINT OF BEGINNING, containing 6,940 acres of land, more or less.

PROJECT NO.: 420-001

DRAWING NO.: 420-001-PL4

PLOT DATE: 09/04/07

PLOT SCALE: 1"=100'

DRAWN BY: COO

SHEET 02 OF 02

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724



GEN 4 | DESIGN GUIDELINE DRAWINGS

US & CANADA

PERSPECTIVES

1. DESIGN STANDARDS
2. DESIGN GUIDELINE DRAWINGS
3. DESIGN GUIDE PROJECT MANUAL MASTER INCLUDING:
 - INTERIOR FINISH INDEX (IFI)
 - EXTERIOR FINISH INDEX (EFI)
 - SIGNAGE MANUAL
 - INTERIOR GRAPHICS PACKAGE
 - EXTERIOR GRAPHICS PACKAGE
 - FOOD SERVICE AND GUEST LAUNDRY EQUIPMENT PRODUCT MANUAL
 - TOILET AND BATH ACCESSORY MATRIX &
 - TOILET AND BATH ACCESSORY PRODUCT MANUAL (TECH SHEETS FOR ALL CFRST BRANDS)
 - PLUMBING FIXTURE MATRIX &
 - PLUMBING FIXTURE PRODUCT MANUAL (TECH SHEETS FOR ALL CFRST BRANDS)
 - LIGHT FIXTURE MATRIX &
 - LIGHT FIXTURE PRODUCT MANUAL (TECH SHEETS FOR ALL CFRST BRANDS)
4. INTERIOR DESIGN SPECIFICATION MANUAL

ALL OF THESE DOCUMENTS ARE INTEGRAL
ELEMENTS OF THE COMPLETE DESIGN AND
CONSTRUCTION INFORMATION. THE ARCHITECT OF
RECORD IS RESPONSIBLE FOR INCORPORATING
ALL COMPONENTS OF THE CRITERIA DOCUMENTS
IN THE DEVELOPMENT OF ANY FAIRFIELD INN OR
FAIRFIELD INN & SUITES by MARRIOTT PROJECT.

ISSUED BY:
MARRIOTT INTERNATIONAL

[illegible]

FAIRFIELD
INN & SUITES®
Marriott.

Design Guideline Drawings	
ISSUE DATE:	06-08-15
REVISION DATE:	06-06-16
GENERATION:	4
DECOR:	PERSPECTIVES
COVER SHEET	

001

NOT FOR CONSTRUCTION

FILE NAME: 00-G4-001-F-Cover Sheet



1 EXTERIOR PERSPECTIVE - SLATE GRAY SCHEME
NO SCALE



2 EXTERIOR PERSPECTIVE - RED BRICK SCHEME
NO SCALE



3 EXTERIOR PERSPECTIVE - SOUTHWEST SCHEME
NO SCALE

These drawings were prepared for the
"Fairfield Inn & Suites by Marriott" by
Marriott International, Inc. They are only to be
used as authorized by Marriott. This is the
sole intellectual property of Marriott
International Hotels and should not be copied
either whole or in part without written consent.

FAIRFIELD INN & SUITES by MARRIOTT
Marriott International, Inc.
10400 Fernwood Road
Bethesda, MD 20817 (301) 380-3000

FAIRFIELD
INN & SUITES®
Marriott.

Design Guideline Drawings

ISSUE DATE: 03-23-16

REVISION DATE:

GENERATION: 4

DECOR:

PERSPECTIVES

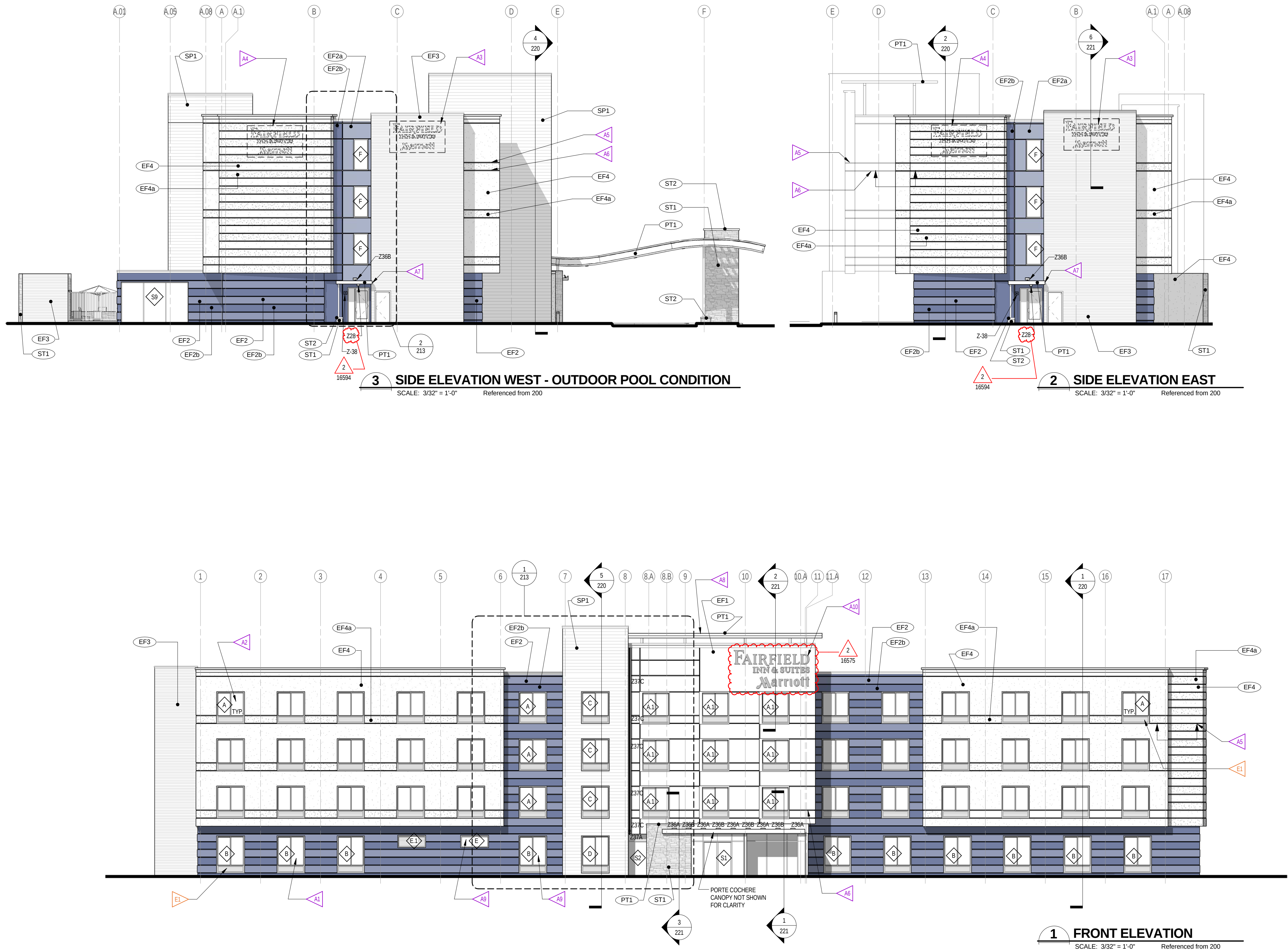
EXTERIOR

PERSPECTIVES

210

NOT FOR CONSTRUCTION

FILE NAME: 06-04-210-F-Ext Perspectives



- REFERENCE NOTES**
- A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.
- B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS; AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.
- C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.
- GENERAL NOTES**
1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
2. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
3. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
4. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.
- CRITERIA NOTES**
- CRITERIA NOTES ARE SHOWN CATEGORIZED BY DISCIPLINE AND COULD BE INTERPRETED TO APPLY TO MORE THAN ONE DISCIPLINE. FOR EFFICIENCY, NOTES ARE ONLY SHOWN UNDER ONE PREDOMINANT DISCIPLINE. CONSULTANTS SHOULD FAMILIARIZE THEMSELVES WITH ALL CRITERIA NOTES.

- ARCHITECTURE**
- A1 TYPICAL GUESTROOM WINDOW @ GROUND FLOOR
- A2 TYPICAL GUESTROOM WINDOW FOR UPPER FLOOR
- OPT 1 - PREFERRED LOCATION FOR OPTIONAL CHANNEL LETTER SIGNAGE ON SIDES OR ENDS OF BUILDING. LOCATE AS APPROPRIATE BASED ON BUILDING ORIENTATION. VERIFY PARAPET HEIGHT OR WALL CONSTRUCTION IN THE AREA SIGN TO BE INSTALLED WILL ALLOW FOR REAR ACCESS REQUIRED FOR CHANNEL LETTER INSTALLATION AND OPERATION.
- OPT 2 - SECONDARY LOCATION FOR OPTIONAL SIGNAGE ON SIDES OR ENDS OF BUILDING. LOCATE AS APPROPRIATE AND SEE NOTE A3 ABOVE FOR WALL REQUIREMENTS FOR CHANNEL LETTER INSTALLATION.
- A3 ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.
- A4 CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.
- A5 SIDE ENTRY CANOPY. SEE ENLARGED ELEVATIONS FOR DETAILS.
- A6 ROOF SHADE CANOPY. SEE SHEET 202 FOR DETAILS.
- A7 WINDOW TO BE "FROSTED" TO CREATED VISUAL SCREEN TO LAUNDRY ROOM.
- A8 CHANNEL LETTER SIGNAGE AT FRONT OF BUILDING. SEE SIGNAGE MANUAL - EXTERIOR SIGNAGE PACKAGE FOR REQUIREMENTS.
- ENGINEERING**
- E1 PTAC LOUVER INTEGRAL WITH WINDOW FRAME. FINISH TO MATCH WINDOW FRAME.

- EXTERIOR FINISH KEY**
- EF1 PEARLESCENT ACCENT EIFS FINISH
- EF2 DARK EIFS FINISH COLOR
- EF2a ACCENT EIFS COLOR
- EF2b DARK EIFS FINISH COLOR - TEXTURED
- EF3 STAIR TOWER EIFS COLOR
- EF4 MAIN BUILDING EIFS COLOR
- EF4a ACCENT EIFS COLOR
- ST1 CULTURED STONE
- ST2 COPING
- SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN - SOLID PHENOLIC BOARD SIDING - CEMENT BOARD SIDING (OPTION)
- PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL COPINGS, FASCIAS, ETC.

FAIRFIELD INN & SUITES[®] Marriott.

Design Guideline Drawings

ISSUE DATE: 06-06-15

REVISION DATE: 06-06-16

GENERATION: 4

DECOR: PERSPECTIVES

EXTERIOR ELEVATIONS

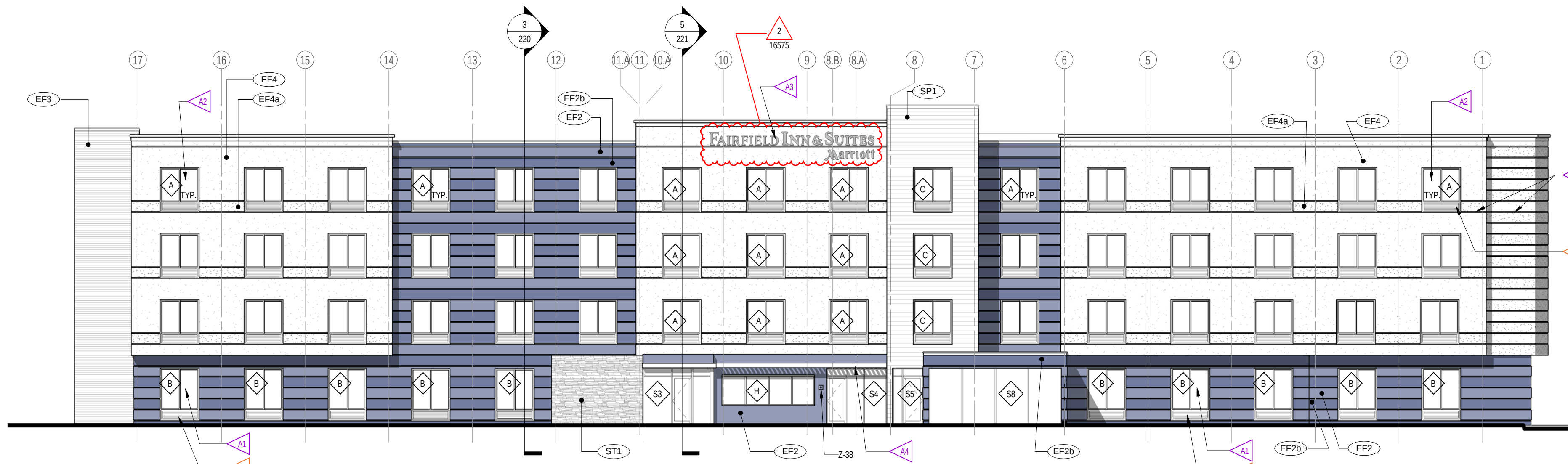
211

NOT FOR CONSTRUCTION

FILE NAME: 06-G4-211-F-Ext Elev



2 EXTERIOR 3D VIEW - OUTDOOR POOL
NO SCALE



1 REAR ELEVATION - OUTDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 200

REFERENCE NOTES

- A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.
- B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS, AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.
- C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.

GENERAL NOTES

1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
2. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
3. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
4. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

CRITERIA NOTES

CRITERIA NOTES ARE SHOWN CATEGORIZED BY DISCIPLINE AND COULD BE INTERPRETED TO APPLY TO MORE THAN ONE DISCIPLINE. FOR EFFICIENCY, NOTES ARE ONLY SHOWN UNDER ONE PREDOMINANT DISCIPLINE. CONSULTANTS SHOULD FAMILIARIZE THEMSELVES WITH ALL CRITERIA NOTES.

ARCHITECTURE:

- A1 TYPICAL GUESTROOM WINDOW @ GROUND FLOOR
- A2 TYPICAL GUESTROOM WINDOW FOR UPPER FLOOR.
- A3 OPTIONAL BUILDING CHANNEL LETTER SIGNAGE AT REAR OF BUILDING.
- A4 LOUVERED SUNSHADE.
- A5 ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.
- A6 CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.

ENGINEERING:

- E1 PTAC LOUVER INTEGRAL WITH WINDOW FRAME. FINISH TO MATCH WINDOW FRAME.

EXTERIOR FINISH KEY

- EF1 PEARLESCENT ACCENT EIFS FINISH
- EF2 DARK EIFS FINISH COLOR
- EF2a ACCENT EIFS COLOR
- EF2b DARK EIFS FINISH COLOR - TEXTURED
- EF3 STAIR TOWER EIFS COLOR
- EF4 MAIN BUILDING EIFS COLOR
- EF4a ACCENT EIFS COLOR
- ST1 CULTURED STONE
- ST2 CORPING
- SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN - SOLID PSEPHOLIC BOARD SIDING - CEMENT BOARD SIDING (OPTION)
- PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL COPINGS, FASCIAS, ETC.

FAIRFIELD
INN & SUITES
Marriott.

Design Guideline Drawings

ISSUE DATE: 06-06-15
REVISION DATE: 06-06-16
GENERATION: 4
DECOR: PERSPECTIVES

EXTERIOR ELEVATIONS

212

NOT FOR CONSTRUCTION

FILE NAME: 07-G4-212-F-Ext Elev

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Bethesda, MD 20817 (301) 380-3000



2 EXTERIOR 3-D VIEW - INDOOR POOL
NO SCALE



1 REAR ELEVATION - INDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 200A

REFERENCE NOTES

- A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.
- B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS; AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.
- C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.

GENERAL NOTES

1. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
2. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
3. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
4. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

CRITERIA NOTES

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ARCHITECTURE

- A1 > BUILDING PROJECTION AT ALTERNATE INDOOR POOL.
- A2 > SEE SHEET 231 FOR STOREFRONT CONFIGURATIONS AT INDOOR POOL AND ADJACENT FITNESS ROOM PROJECTION.
- A3 > ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.
- A4 > CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.

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FAIRFIELD
INN & SUITES
Marriott.

Design Guideline Drawings

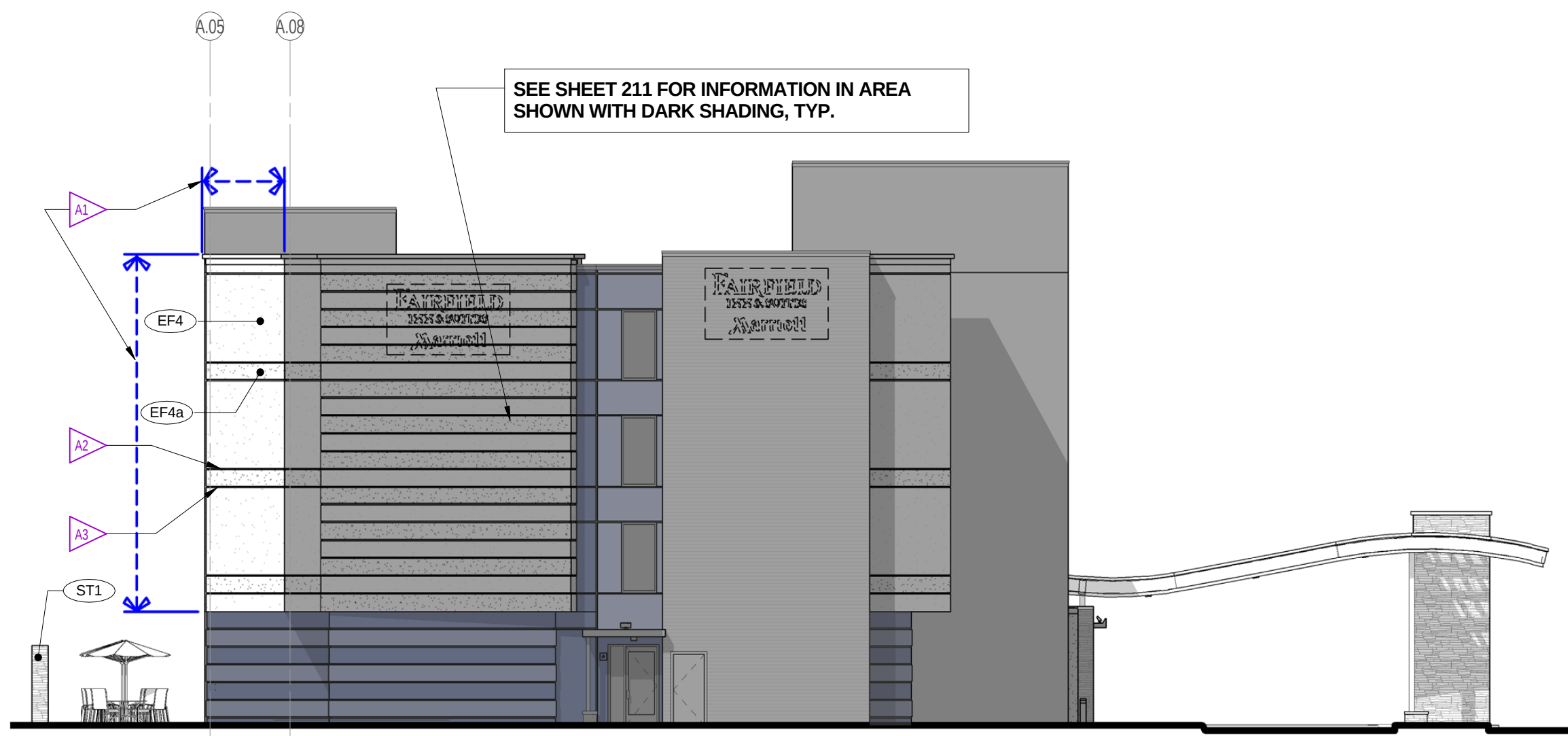
ISSUE DATE: 06-08-15
REVISION DATE:
GENERATION: 4
DECOR: PERSPECTIVES

EXTERIOR ELEVATIONS - INDOOR POOL

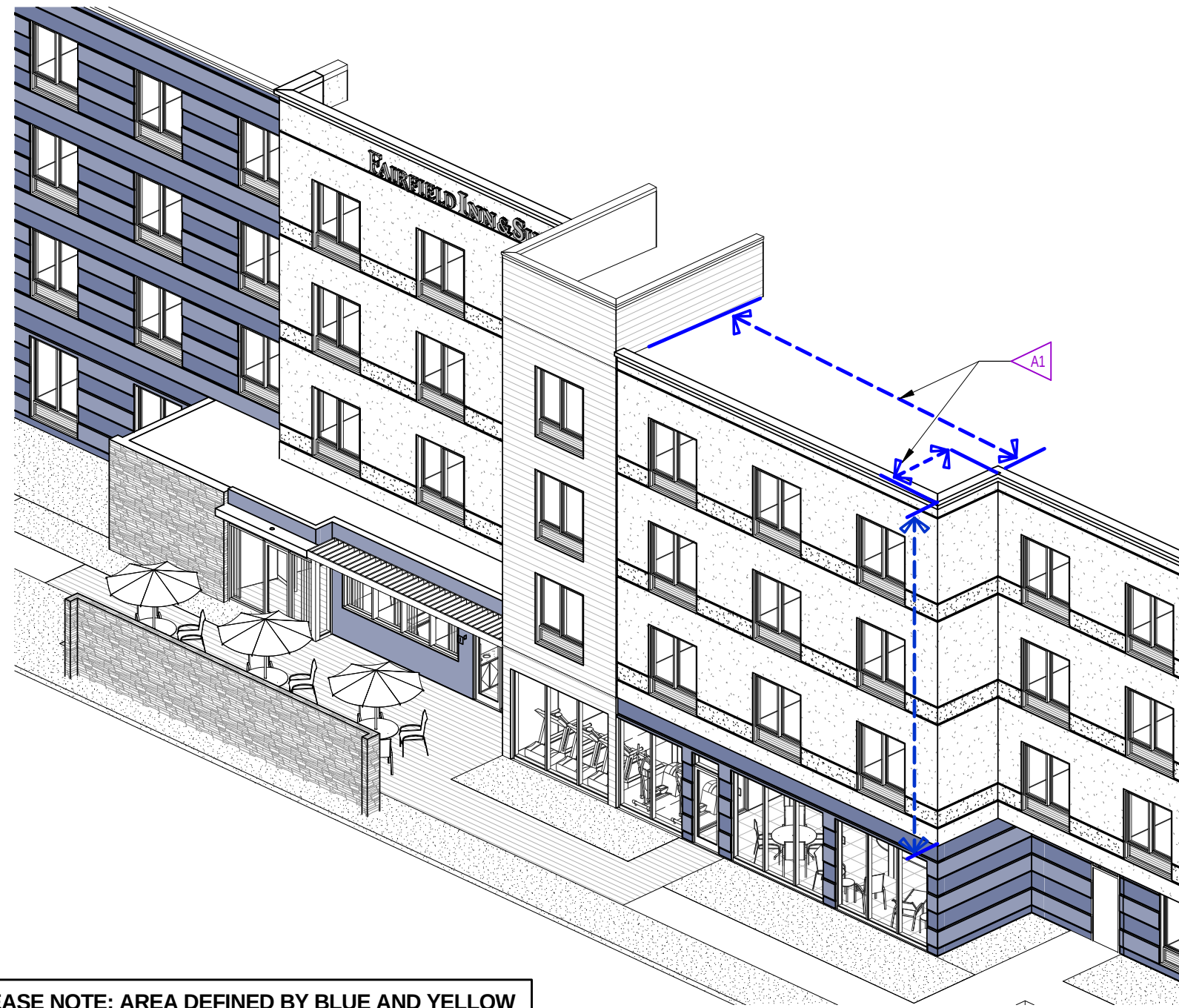
212A

NOT FOR CONSTRUCTION

FILE NAME: 08-G4-212A-F-Ext Elev-Indoor Pool

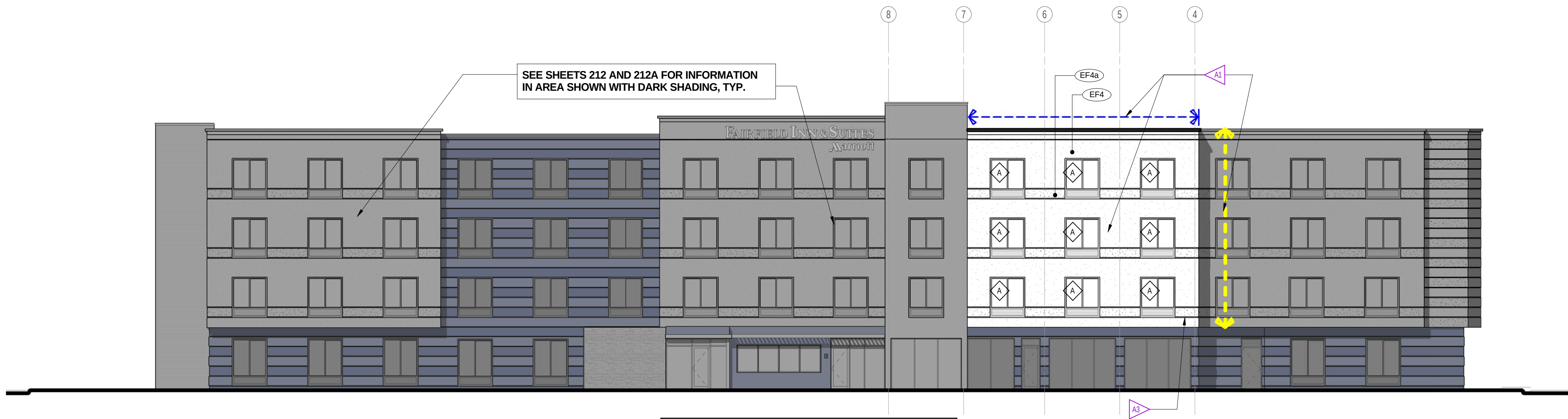


3 SIDE ELEVATION - W/ OPTIONAL EXTENDED GUESTROOM TOWER AT INDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 201A-opt



PLEASE NOTE: AREA DEFINED BY BLUE AND YELLOW ARROWS INDICATES WHERE OPTIONAL ELEMENTS OCCUR. REMAINDER OF BUILDING REMAINS AS INDICATED ON SHEETS 212 AND 212A.

2 3D VIEW - OPT GUESTROOM TOWER AT INDOOR POOL CONDITION
NO SCALE



PLEASE NOTE: AREA DEFINED BY BLUE AND YELLOW ARROWS INDICATES WHERE OPTIONAL ELEMENTS OCCUR. REMAINDER OF BUILDING REMAINS AS INDICATED ON SHEETS 212 AND 212A.

1 REAR ELEVATION - W/ OPTIONAL EXTENDED GUESTROOM TOWER AT INDOOR POOL CONDITION
SCALE: 3/32" = 1'-0" Referenced from 201A-opt

REFERENCE NOTES

- A. REFER TO DESIGN STANDARDS "SITE & BUILDING EXTERIOR" CHAPTER FOR MAIN REQUIREMENTS RELATED TO THIS SHEET. ARCHITECT IS RESPONSIBLE FOR DESIGNING PROJECT IN ACCORDANCE WITH THE ENTIRE DESIGN STANDARDS.
- B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS; AND ALSO FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, PORTE COCHERE AND CANOPY STRUCTURE FINISHES, ETC.
- C. REFER TO THE SIGNAGE MANUAL - EXTERIOR GRAPHICS PACKAGE FOR REQUIREMENTS RELATED TO SIGNAGE SHOWN ON THIS SHEET.

GENERAL NOTES

- A. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
- B. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
- C. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
- D. ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

CRITERIA NOTES

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ARCHITECTURE

- A1. OPTIONAL EXTENDED GUESTROOM TOWER ABOVE INDOOR POOL. SEE ALSO SHEETS 201A, 201A-opt, 211 AND 211A FOR ADDITIONAL INFORMATION.
- A2. ALIGN AND COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.
- A3. CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.

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EXTERIOR FINISH KEY

- EF1 PEARLESCENT ACCENT EIFS FINISH
EF2 DARK EIFS FINISH COLOR
EF2a ACCENT EIFS COLOR
EF2b DARK EIFS FINISH COLOR - TEXTURED
EF3 STAIR TOWER EIFS COLOR
EF4 MAIN BUILDING EIFS COLOR
EF4a ACCENT EIFS COLOR
ST1 CULTURED STONE
ST2 COPING
SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN - SOLID PHENOLIC BOARD SIDING - CEMENT BOARD SIDING (OPTION)
PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL COPINGS, FASCIAS, ETC.

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Design Guideline Drawings

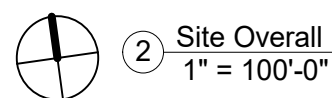
ISSUE DATE: 06-08-15
REVISION DATE:
GENERATION: 4
DECOR: PERSPECTIVES

EXTERIOR
ELEVATIONS OPT
GUESTROOM TOWER
AT INDOOR POOL

212A-opt

NOT FOR CONSTRUCTION

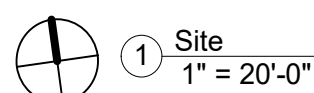
FILE NAME: 06-G4-212A-opt-F-Ext Elev-GR Tower-Indoor Pool



ACCESSIBLE ROLLIN KING: 1
ACCESSIBLE ROOMS: 4
TOTAL NUMBER OF ACCESSIBLE ROOMS: 5
TOTAL HEARING IMPAIRED ROOMS: 9

<u>FLOOR</u>	<u>AREA (SQUARE FEET)</u>
First Floor:	11,474
Second Floor:	11,694
Third Floor:	11,694
Fourth Floor:	11,694
GRAND TOTAL:	46,566

TOTAL NUMBER OF ROOMS: 86
TOTAL PARKING: 126 (INCLUDING 6 HANDICAP ACCESSIBLE)
TOTAL NUMBER OF FLOORS: FOUR
OCCUPANCY CLASSIFICATION: R1
TYPE OF CONSTRUCTION: V-A; WOOD FRAMED WITH FLOOR
JOISTS AND GYPCRETE (FULLY SPRINKLERED)
TOTAL SITE AREA IN ACRES: 2.24



STRUCTURAL:
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122 Nut Tree Court
Lexington, SC 29074
Phone: (803) 957-4008
Email: bill@weslex.com

MEP:
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Manish Amin

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title
Site Plan

Phase Schematics

Project No.	19-XXX	Sheet No. A001
Prepared by	Author	
Checked by	Checker	
Date	May 28, 2019	

Released for
Review

STRUCTURAL:
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122 Nut Tree Court
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[illegible]

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KEY PLAN

Manish Amin

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title

First Floor Plan

Phase Schematics

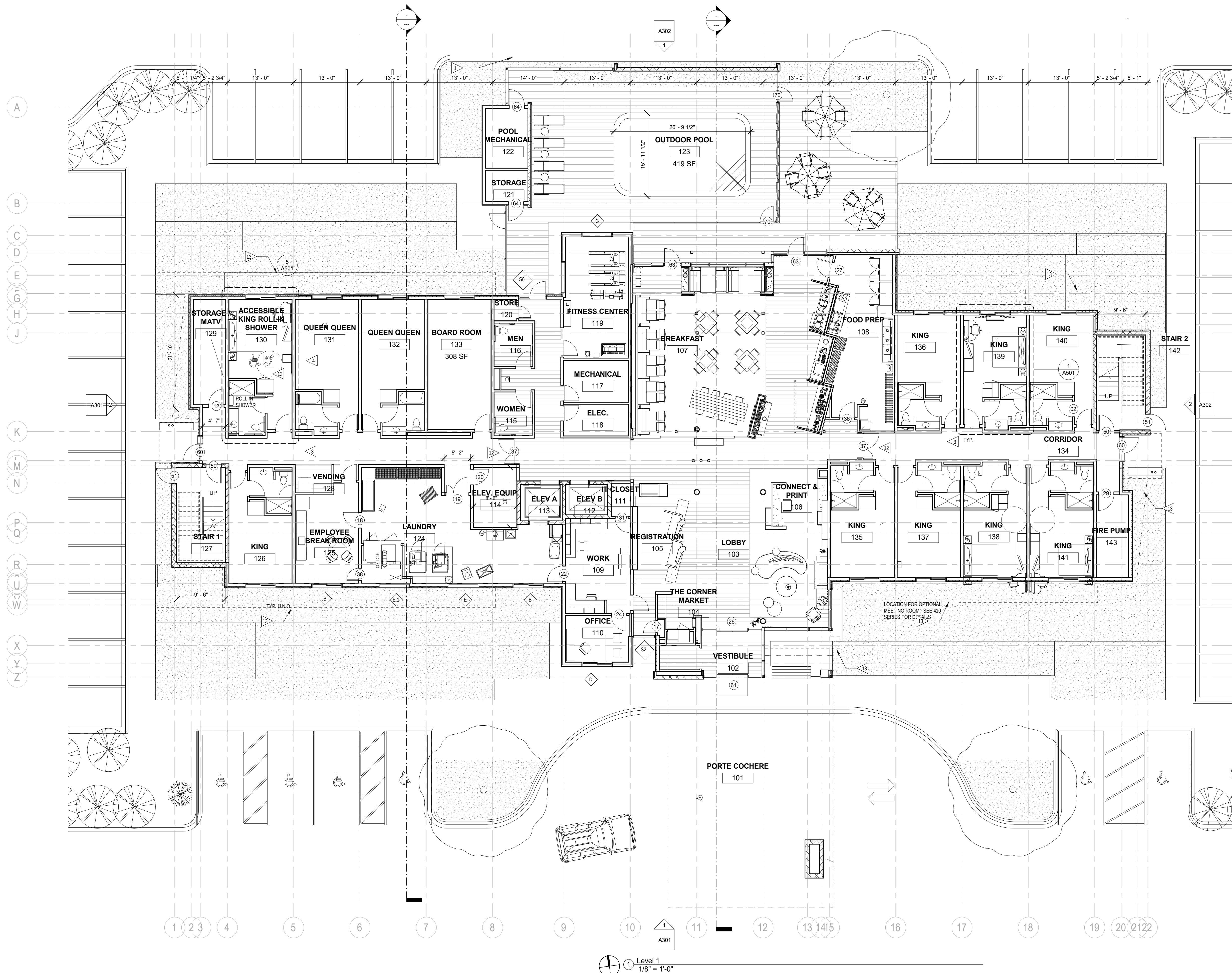
Project No.	19-XXX
Prepared by	Author
Checked by	Checker
Date	May 28, 2019

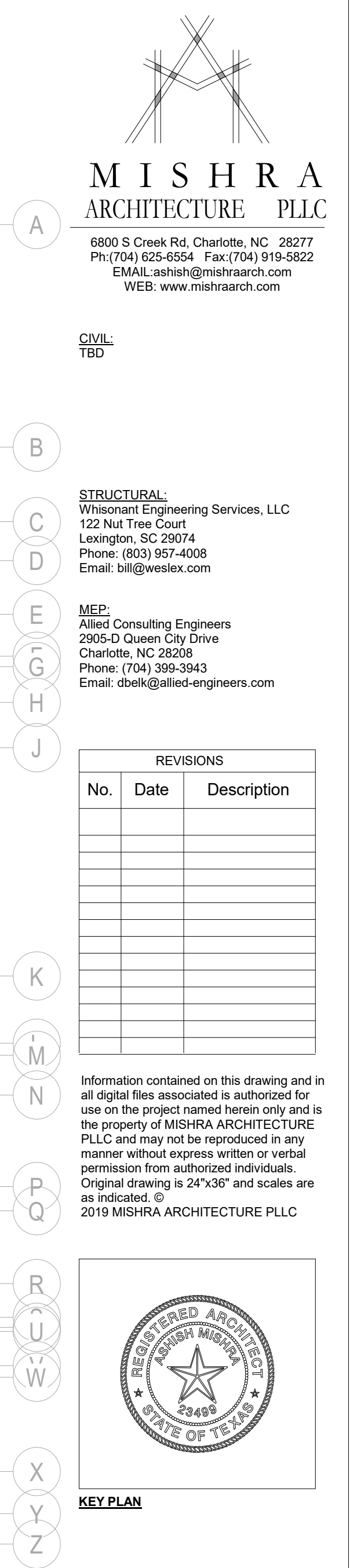
Sheet No.

A101

Released for
Review

Fairfield Inn and Suites





Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title

Second Floor Plan

Phase Schematics

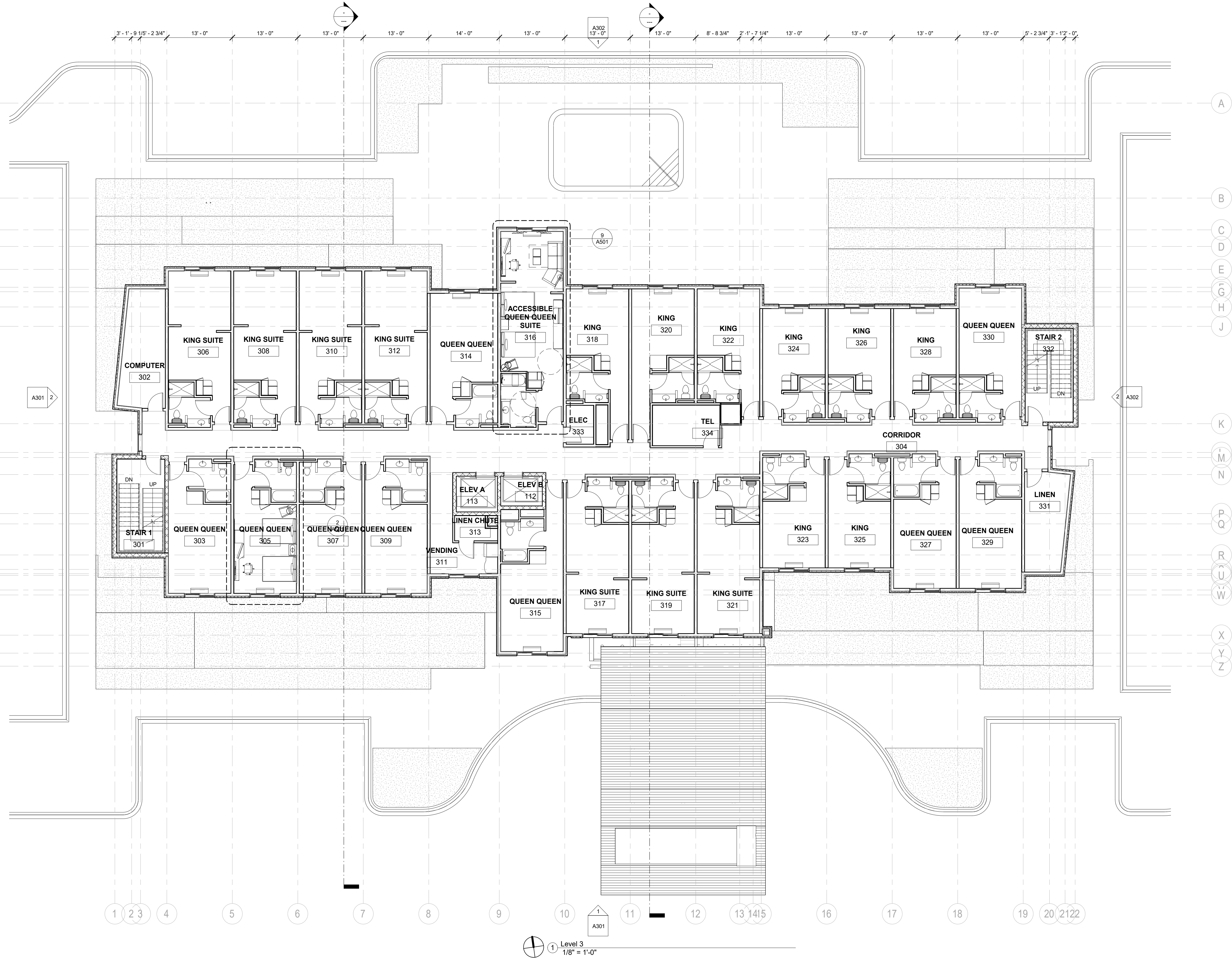
Project No.	19-XXX
Prepared by	Author
Checked by	Checker
Date	May 28, 2019

Released for
Review

Sheet No.

A102

Fairfield Inn and Suites



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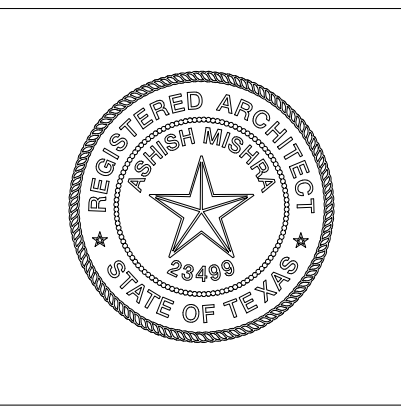
CIVIL:
TBD

STRUCTURAL:
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122 Nut Tree Court
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Email: bill@wessex.com

MEP:
Allied Consulting Engineers
2905-D Queen City Drive
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Email: cbelk@allied-engineers.com

REVISIONS		
No.	Date	Description

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KEY PLAN

Manish Amin

Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title
Third Floor Plan

Phase
Schematics

Project No. 19-XXX
Prepared by Author
Checked by Checker
Date May 28, 2019

Sheet No.
A103

Released for
Review

Fairfield Inn and Suites

MEP:
Allied Consulting Engineers
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Fairfield Inn and Suites

411 Ed Schmidt Blvd.
Hutto, TX 78634

Drawing Title

Fourth Floor Plan

Phase Schematics

Project No.	19-XXX
Prepared by	Author
Checked by	Checker
Date	May 28, 2019

Released for
Review



Regular City Council
**AGENDA ITEM
11.B.**



To: Tony Host
Subject: Consideration and possible action on amending the ordinance for the City of Hutto fee schedule concerning Article 4.000 Public Facility Rentals.
Meeting: Regular City Council - 16 Jan 2020
Department: Parks and Recreation
Staff Contact: Jeffrey White

BACKGROUND INFORMATION:

This request is to approve updating fees for Parks and Recreation Department. The fees were last updated in 2018. The increase in fees will be used to offset ongoing maintenance costs related to these rental facilities.

FINANCIAL IMPACT:

Projected additional \$42,120 increase from fees

ATTACHMENTS:

[CurrentFees](#)

[ProposedFees](#)

ARTICLE A4.000 PUBLIC FACILITY RENTALS

Sec. A4.001 Facilities and equipment rental

Rental procedures and forms will be set and made available through the parks and recreation department. Resident and nonresident individuals, clubs, organizations or businesses may rent parks and recreation facilities and athletic fields, when available, for a fee per function as follows:

(1) Park facilities.

	Resident	Nonresident	Nonprofit	Deposit
Pavilions (2 Hour Minimum)				
Fritz Park	\$20.00/hour	\$30.00/hour	\$10.00/hour	\$100.00
Hutto Lake Park	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00
Country Estate Park	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00
Glenwood Splash Pad	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00
Saul House				
Full Day (4+ hours)	\$300.00/day	\$400.00/day	\$150/day	\$100.00
Half Day (1-3 hours)	\$75.00/hour	\$150.00/hour	\$40/hour	\$100.00
Gin at the Co-Op				
Full Day (4+ hours)	\$500.00	\$600.00/day	\$300.00/day	\$250.00
Half Day (1-3 hours)	\$100.00/hour	\$200.00/hour	\$50.00/hour	\$250.00
Special event co-op grounds fee (combine with Gin rental)	\$250.00/day	\$250.00/day	\$250.00/day	N/A
Meeting Room (2 hour minimum)				
Per Hour	\$25.00	\$30.00	\$10.00	\$100.00

(2) Athletic field rental fees:

Rental Type	Resident	Nonresident	Deposit
Tournaments: per field per day			
Holmstrom Field	\$250.00/day	\$350.00/day	\$400.00
Old Hippo Stadium	\$250.00/day	\$350.00/day	\$400.00
Fritz Park Youth Baseball Field	\$125.00/day	\$225.00/day	\$200.00
Fritz Park Youth Softball Field	\$125.00/day	\$225.00/day	\$200.00

Creekside Field 1-4	\$125.00/day	\$225.00/day	\$200.00
Clinics, practices, games: per field per hour			
Holmstrom Field	\$50.00/hour	\$75.00/hour	\$100.00
Old Hippo Stadium	\$50.00/hour	\$75.00/hour	\$100.00
Fritz Park Youth Baseball Field	\$25.00/hour	\$50.00/hour	\$100.00
Fritz Park Youth Softball Field	\$25.00/hour	\$50.00/hour	\$100.00
Creekside Field 1-4	\$25.00/hour	\$50.00/hour	\$100.00
Other fees			
Light fee	\$25.00/hour	\$25.00/hour	N/A
Concession stand (If available)	\$50.00/day	\$75.00/day	N/A
PARD staff fee, per person	\$25.00/hour	\$25.00/hour	N/A

(A) A security deposit shall be required to rent city parks and recreation facilities and athletic fields. Upon inspection and determination that facilities have not been damaged and clean up cost have not been incurred, the deposit shall be refunded.

(B) A per hour, per staff member fee will be charged to the renter if it is necessary that a city employee be present during usage.

(3) Equipment:

(A) Recreation equipment can be obtained from the parks and recreation department, if available, in conjunction with a paid facility rental and deposit.

Type of Equipment	Resident	Nonresident
Recreation Kit	\$25.00/day	\$30.00/day

Sec. A4.002 Youth sports association facility fees

(a) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. The fee may be no less than \$1.00 per participant.

(b) All youth associations will be required to pay no less than a \$5.00 nonresident fee per season for each nonresident child in the association.

(c) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.

Sec. A4.003 Recreation program fees

All recreation program fees are set by the Recreation Manager and approved by the director of parks and recreation on a case-by-case basis. Nonresidents shall pay a \$5.00 surcharge per class.

Proposed amendments to the Fee Schedule

Sec. A4.00I Facilities and equipment rental

Rental procedures and forms will be set and made available through the parks and recreation department.

Pavilions must be reserved a minimum of 2 hours

Resident and nonresident individuals, clubs, organizations or businesses may rent parks and recreation facilities and athletic fields, when available, for a fee per function as follows:

(I) Park Facilities

FRITZ LARGE PAVILION	CURRENT	PROPOSED
Deposit (Private Party)	\$100.00	\$200.00
Deposit (Corporate Party)	\$100.00	\$400.00
Hourly Resident Fee	\$20.00	\$50.00
Hourly Non Resident	\$30.00	\$100.00
Half Day Resident (8am-3pm or 4pm-11pm)	\$140.00	\$300.00
Half Day Non Resident (8am-3pm or 4pm-11pm)	\$210.00	\$450.00
All Day Resident (8am-11pm)	\$300.00	\$600.00
All Day Non Resident (8am-11pm)	\$450.00	\$900.00

FRITZ PARTY PAVILION	CURRENT	PROPOSED
Deposit (Private Party)	N/A	\$200.00
Deposit (Corporate Party)	N/A	\$400.00
2 hour Resident Fee (11am-1pm or 1:30pm-3:30pm or 4pm-6pm)	N/A	\$100.00
2 hour Non Resident Fee (11am-1pm or 1:30pm-3:30pm or 4pm-6pm)	N/A	\$150.00
All Day Resident (11am-6pm)	N/A	\$300.00
All Day Non Resident (11am-6pm)	N/A	\$450.00

FRITZ SPLASH PAD AND PAVILION AFTER HOURS (7:30pm-9pm)	CURRENT	PROPOSED
Deposit	N/A	\$100.00
After Hour Rental and Pavilion Resident	N/A	\$300.00
After Hour Rental and Pavilion Non-Resident	N/A	\$450.00

HUTTO COMMUNITY PARK PAVILION	CURRENT	PROPOSED
Deposit (Private Party)	\$100.00	\$200.00
Deposit (Corporate Party)	\$100.00	\$400.00
Hourly Resident Fee	\$10.00	\$20.00
Hourly Non Resident	\$15.00	\$40.00
Half Day Resident (8am-3pm or 4pm-11pm)	\$70.00	\$100.00
Half Day Non Resident (8am-3pm or 4pm-11pm)	\$105.00	\$200.00
All Day Resident (8am-11pm)	\$150.00	\$200.00
All Day Non Resident (8am-11pm)	\$225.00	\$400.00

HUTTO PARK AT BRUSHY CREEK (A or B) PAVILION	CURRENT	PROPOSED
Deposit (Private Party)	\$100.00	\$200.00
Deposit (Corporate Party)	\$100.00	\$400.00
Hourly Resident Fee	\$20.00	\$50.00
Hourly Non Resident	\$30.00	\$100.00
Half Day Resident (8am-3pm or 4pm-11pm)	\$140.00	\$300.00
Half Day Non Resident (8am-3pm or 4pm-11pm)	\$210.00	\$450.00
All Day Resident (8am-11pm)	\$300.00	\$600.00
All Day Non Resident (8am-11pm)	\$450.00	\$900.00

HUTTO LAKE PARK PAVILION	CURRENT	PROPOSED
Deposit (Private Party)	\$100.00	\$200.00
Deposit (Corporate Party)	\$100.00	\$400.00
Hourly Resident Fee	\$10.00	\$30.00
Hourly Non Resident	\$15.00	\$50.00
Half Day Resident (8am-3pm or 4pm-11pm)	\$70.00	\$150.00
Half Day Non Resident (8am-3pm or 4pm-11pm)	\$105.00	\$250.00
All Day Resident (8am-11pm)	\$150.00	\$300.00
All Day Non Resident (8am-11pm)	\$225.00	\$500.00

(2) Athletic field rental fees:

HOLMSTROM BASEBALL/SOFTBALL FIELD	CURRENT	PROPOSED
Hourly Deposit	\$100.00	\$100.00
Day Deposit (4 hours or more)	\$400.00	\$400.00
Hourly Resident Fee (With Lights)	\$75.00	\$100.00
Hourly Non Resident (With Lights)	\$100.00	\$125.00
Hourly Resident Fee (No Lights)	\$50.00	\$75.00
Hourly Non Resident (No Lights)	\$75.00	\$100.00
All Day Resident (8am-11pm)	\$250.00	Eliminate
All Day Non Resident (8am-11pm)	\$350.00	Eliminate

NGUYEN FIELD	CURRENT	PROPOSED
Hourly Deposit	\$100.00	\$100.00
Day Deposit (4 hours or more)	\$400.00	\$400.00
Hourly Resident Fee (With Lights)	\$75.00	\$150.00
Hourly Non Resident (With Lights)	\$100.00	\$175.00
Hourly Resident Fee (No Lights)	\$50.00	\$75.00
Hourly Non Resident (No Lights)	\$75.00	\$100.00
All Day Resident (8am-11pm)	\$250.00	Eliminate
All Day Non Resident (8am-11pm)	\$350.00	Eliminate

MAGER FIELD (PER FIELD)	CURRENT	PROPOSED
Hourly Deposit	\$100.00	\$100.00
Day Deposit (4 hours or more)	\$400.00	\$400.00
Hourly Resident Fee (With Lights)	\$75.00	\$100.00
Hourly Non Resident (With Lights)	\$100.00	\$125.00
Hourly Resident Fee (No Lights)	\$50.00	\$75.00
Hourly Non Resident (No Lights)	\$75.00	\$100.00
All Day Resident (8am-11pm)	\$250.00	Eliminate
All Day Non Resident (8am-11pm)	\$350.00	Eliminate

CREEKSIDE FIELD (PER FIELD)	CURRENT	PROPOSED
Hourly Deposit	\$100.00	\$100.00
Day Deposit (4 hours or more)	\$200.00	\$200.00
Hourly Resident Fee (No Lights)	\$25.00	\$25.00

Hourly Non Resident (No Lights)	\$50.00	\$50.00
All Day Resident (8am-11pm)	\$250.00	Eliminate
All Day Non Resident (8am-11pm)	\$250.00	Eliminate

CONCESSIONS	CURRENT	PROPOSED
Holmstrom Deposit	\$0.00	\$300.00
Holmstrom Weekend Day Fee	\$50.00	\$50.00
Holmstrom Weekday Fee	\$0.00	\$15.00
Mager Deposit	\$0.00	\$300.00
Mager Weekend Day Fee	\$50.00	\$50.00
Mager Weekday Fee	\$0.00	\$15.00

FIELD PREPARATIONS	CURRENT	PROPOSED
Stripping Fee Baseball/Softball	\$25.00	\$35.00
Stripping Fee Football	\$125.00	\$150.00
Stripping Fee Soccer	\$75.00	\$100.00
Staff Hourly Fee (as needed)	\$25.00	\$25.00

(A) A security deposit shall be required to rent city parks and recreation facilities and athletic fields. Upon inspection and determination that facilities have not been damaged and cleanup cost have not been incurred, the deposit shall be refunded.

(B) A per hour, per staff member fee will be charged to the renter if it is necessary that a city employee be present during usage.

(3) Equipment:

(A) Recreation equipment can be obtained from the parks and recreation department, if available, in conjunction with a paid facility rental and deposit.

EQUIPMENTAL RENTAL	CURRENT	PROPOSED
Equipment (Day Fee)	\$25.00	\$35.00

Sec. A4.002 Youth sports association facility fees

- (a) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. The fee may be no less than \$1.00 per participant.
- (b) All youth associations will be required to pay no less than a \$5.00 nonresident fee per season for each nonresident child in the association.
- (c) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.

YOUTH LEAGUES	CURRENT	PROPOSED
Electric Rate	Varies	\$20 per hour for lights
Per Non-Resident Rate	\$5.00	\$5.00

ARTICLE A4.000 PUBLIC FACILITY RENTALS

Sec. A4.001 Facilities and equipment rental

Rental procedures and forms will be set and made available through the parks and recreation department. Resident and nonresident individuals, clubs, organizations or businesses may rent parks and recreation facilities and athletic fields, when available, for a fee per function as follows:

(1) Park facilities.

	Resident	Nonresident	Nonprofit	Deposit
Pavilions (2 Hour Minimum)				
Fritz Park	\$20.00/hour	\$30.00/hour	\$10.00/hour	\$100.00
Hutto Lake Park	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00
Country Estate Park	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00
Glenwood Splash Pad	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00
Saul House				
Full Day (4+ hours)	\$300.00/day	\$400.00/day	\$150/day	\$100.00
Half Day (1-3 hours)	\$75.00/hour	\$150.00/hour	\$40/hour	\$100.00
Gin at the Co-Op				
Full Day (4+ hours)	\$500.00	\$600.00/day	\$300.00/day	\$250.00
Half Day (1-3 hours)	\$100.00/hour	\$200.00/hour	\$50.00/hour	\$250.00
Special event co-op grounds fee (combine with Gin rental)	\$250.00/day	\$250.00/day	\$250.00/day	N/A
Meeting Room (2 hour minimum)				
Per Hour	\$25.00	\$30.00	\$10.00	\$100.00

(2) Athletic field rental fees:

Rental Type	Resident	Nonresident	Deposit
Tournaments: per field per day			
Holmstrom Field	\$250.00/day	\$350.00/day	\$400.00
Old Hippo Stadium	\$250.00/day	\$350.00/day	\$400.00
Fritz Park Youth Baseball Field	\$125.00/day	\$225.00/day	\$200.00
Fritz Park Youth Softball Field	\$125.00/day	\$225.00/day	\$200.00

Creekside Field 1-4	\$125.00/day	\$225.00/day	\$200.00
Clinics, practices, games: per field per hour			
Holmstrom Field	\$50.00/hour	\$75.00/hour	\$100.00
Old Hippo Stadium	\$50.00/hour	\$75.00/hour	\$100.00
Fritz Park Youth Baseball Field	\$25.00/hour	\$50.00/hour	\$100.00
Fritz Park Youth Softball Field	\$25.00/hour	\$50.00/hour	\$100.00
Creekside Field 1-4	\$25.00/hour	\$50.00/hour	\$100.00
Other fees			
Light fee	\$25.00/hour	\$25.00/hour	N/A
Concession stand (If available)	\$50.00/day	\$75.00/day	N/A
PARD staff fee, per person	\$25.00/hour	\$25.00/hour	N/A

(A) A security deposit shall be required to rent city parks and recreation facilities and athletic fields. Upon inspection and determination that facilities have not been damaged and clean up cost have not been incurred, the deposit shall be refunded.

(B) A per hour, per staff member fee will be charged to the renter if it is necessary that a city employee be present during usage.

(3) Equipment:

(A) Recreation equipment can be obtained from the parks and recreation department, if available, in conjunction with a paid facility rental and deposit.

Type of Equipment	Resident	Nonresident
Recreation Kit	\$25.00/day	\$30.00/day

Sec. A4.002 Youth sports association facility fees

(a) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. The fee may be no less than \$1.00 per participant.

(b) All youth associations will be required to pay no less than a \$5.00 nonresident fee per season for each nonresident child in the association.

(c) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.

Sec. A4.003 Recreation program fees

All recreation program fees are set by the Recreation Manager and approved by the director of parks and recreation on a case-by-case basis. Nonresidents shall pay a \$5.00 surcharge per class.

Proposed amendments to the Fee Schedule

Sec. A4.00I Facilities and equipment rental

Rental procedures and forms will be set and made available through the parks and recreation department.

Pavilions must be reserved a minimum of 2 hours

Resident and nonresident individuals, clubs, organizations or businesses may rent parks and recreation facilities and athletic fields, when available, for a fee per function as follows:

(I) Park Facilities

FRITZ LARGE PAVILION	CURRENT	PROPOSED
Deposit (Private Party)	\$100.00	\$200.00
Deposit (Corporate Party)	\$100.00	\$400.00
Hourly Resident Fee	\$20.00	\$50.00
Hourly Non Resident	\$30.00	\$100.00
Half Day Resident (8am-3pm or 4pm-11pm)	\$140.00	\$300.00
Half Day Non Resident (8am-3pm or 4pm-11pm)	\$210.00	\$450.00
All Day Resident (8am-11pm)	\$300.00	\$600.00
All Day Non Resident (8am-11pm)	\$450.00	\$900.00

FRITZ PARTY PAVILION	CURRENT	PROPOSED
Deposit (Private Party)	N/A	\$200.00
Deposit (Corporate Party)	N/A	\$400.00
2 hour Resident Fee (11am-1pm or 1:30pm-3:30pm or 4pm-6pm)	N/A	\$100.00
2 hour Non Resident Fee (11am-1pm or 1:30pm-3:30pm or 4pm-6pm)	N/A	\$150.00
All Day Resident (11am-6pm)	N/A	\$300.00
All Day Non Resident (11am-6pm)	N/A	\$450.00

FRITZ SPLASH PAD AND PAVILION AFTER HOURS (7:30pm-9pm)	CURRENT	PROPOSED
Deposit	N/A	\$100.00
After Hour Rental and Pavilion Resident	N/A	\$300.00
After Hour Rental and Pavilion Non-Resident	N/A	\$450.00

HUTTO COMMUNITY PARK PAVILION	CURRENT	PROPOSED
Deposit (Private Party)	\$100.00	\$200.00
Deposit (Corporate Party)	\$100.00	\$400.00
Hourly Resident Fee	\$10.00	\$20.00
Hourly Non Resident	\$15.00	\$40.00
Half Day Resident (8am-3pm or 4pm-11pm)	\$70.00	\$100.00
Half Day Non Resident (8am-3pm or 4pm-11pm)	\$105.00	\$200.00
All Day Resident (8am-11pm)	\$150.00	\$200.00
All Day Non Resident (8am-11pm)	\$225.00	\$400.00

HUTTO PARK AT BRUSHY CREEK (A or B) PAVILION	CURRENT	PROPOSED
Deposit (Private Party)	\$100.00	\$200.00
Deposit (Corporate Party)	\$100.00	\$400.00
Hourly Resident Fee	\$20.00	\$50.00
Hourly Non Resident	\$30.00	\$100.00
Half Day Resident (8am-3pm or 4pm-11pm)	\$140.00	\$300.00
Half Day Non Resident (8am-3pm or 4pm-11pm)	\$210.00	\$450.00
All Day Resident (8am-11pm)	\$300.00	\$600.00
All Day Non Resident (8am-11pm)	\$450.00	\$900.00

HUTTO LAKE PARK PAVILION	CURRENT	PROPOSED
Deposit (Private Party)	\$100.00	\$200.00
Deposit (Corporate Party)	\$100.00	\$400.00
Hourly Resident Fee	\$10.00	\$30.00
Hourly Non Resident	\$15.00	\$50.00
Half Day Resident (8am-3pm or 4pm-11pm)	\$70.00	\$150.00
Half Day Non Resident (8am-3pm or 4pm-11pm)	\$105.00	\$250.00
All Day Resident (8am-11pm)	\$150.00	\$300.00
All Day Non Resident (8am-11pm)	\$225.00	\$500.00

(2) Athletic field rental fees:

HOLMSTROM BASEBALL/SOFTBALL FIELD	CURRENT	PROPOSED
Hourly Deposit	\$100.00	\$100.00
Day Deposit (4 hours or more)	\$400.00	\$400.00
Hourly Resident Fee (With Lights)	\$75.00	\$100.00
Hourly Non Resident (With Lights)	\$100.00	\$125.00
Hourly Resident Fee (No Lights)	\$50.00	\$75.00
Hourly Non Resident (No Lights)	\$75.00	\$100.00
All Day Resident (8am-11pm)	\$250.00	Eliminate
All Day Non Resident (8am-11pm)	\$350.00	Eliminate

NGUYEN FIELD	CURRENT	PROPOSED
Hourly Deposit	\$100.00	\$100.00
Day Deposit (4 hours or more)	\$400.00	\$400.00
Hourly Resident Fee (With Lights)	\$75.00	\$150.00
Hourly Non Resident (With Lights)	\$100.00	\$175.00
Hourly Resident Fee (No Lights)	\$50.00	\$75.00
Hourly Non Resident (No Lights)	\$75.00	\$100.00
All Day Resident (8am-11pm)	\$250.00	Eliminate
All Day Non Resident (8am-11pm)	\$350.00	Eliminate

MAGER FIELD (PER FIELD)	CURRENT	PROPOSED
Hourly Deposit	\$100.00	\$100.00
Day Deposit (4 hours or more)	\$400.00	\$400.00
Hourly Resident Fee (With Lights)	\$75.00	\$100.00
Hourly Non Resident (With Lights)	\$100.00	\$125.00
Hourly Resident Fee (No Lights)	\$50.00	\$75.00
Hourly Non Resident (No Lights)	\$75.00	\$100.00
All Day Resident (8am-11pm)	\$250.00	Eliminate
All Day Non Resident (8am-11pm)	\$350.00	Eliminate

CREEKSIDE FIELD (PER FIELD)	CURRENT	PROPOSED
Hourly Deposit	\$100.00	\$100.00
Day Deposit (4 hours or more)	\$200.00	\$200.00
Hourly Resident Fee (No Lights)	\$25.00	\$25.00

Hourly Non Resident (No Lights)	\$50.00	\$50.00
All Day Resident (8am-11pm)	\$250.00	Eliminate
All Day Non Resident (8am-11pm)	\$250.00	Eliminate

CONCESSIONS	CURRENT	PROPOSED
Holmstrom Deposit	\$0.00	\$300.00
Holmstrom Weekend Day Fee	\$50.00	\$50.00
Holmstrom Weekday Fee	\$0.00	\$15.00
Mager Deposit	\$0.00	\$300.00
Mager Weekend Day Fee	\$50.00	\$50.00
Mager Weekday Fee	\$0.00	\$15.00

FIELD PREPARATIONS	CURRENT	PROPOSED
Stripping Fee Baseball/Softball	\$25.00	\$35.00
Stripping Fee Football	\$125.00	\$150.00
Stripping Fee Soccer	\$75.00	\$100.00
Staff Hourly Fee (as needed)	\$25.00	\$25.00

(A) A security deposit shall be required to rent city parks and recreation facilities and athletic fields. Upon inspection and determination that facilities have not been damaged and cleanup cost have not been incurred, the deposit shall be refunded.

(B) A per hour, per staff member fee will be charged to the renter if it is necessary that a city employee be present during usage.

(3) Equipment:

(A) Recreation equipment can be obtained from the parks and recreation department, if available, in conjunction with a paid facility rental and deposit.

EQUIPMENTAL RENTAL	CURRENT	PROPOSED
Equipment (Day Fee)	\$25.00	\$35.00

Sec. A4.002 Youth sports association facility fees

- (a) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. The fee may be no less than \$1.00 per participant.
- (b) All youth associations will be required to pay no less than a \$5.00 nonresident fee per season for each nonresident child in the association.
- (c) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.

YOUTH LEAGUES	CURRENT	PROPOSED
Electric Rate	Varies	\$20 per hour for lights
Per Non-Resident Rate	\$5.00	\$5.00

Regular City Council
AGENDA ITEM
11.C.



To: Regular City Council
Subject: Consideration and possible action on the second and final reading of an ordinance amending the Fiscal Year 2018-19 Budget to reflect organizational changes, revision and addition of Capital Improvement Projects, equipment purchases, and other miscellaneous adjustments. (Michel Sorrell)
Meeting: Regular City Council - 16 Jan 2020
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

This represents the third amendment of the FY 2019 Budget. The amendments are detailed in the Exhibit A Fund Summaries. The main purpose of the amendment is to reflect organizational changes, revision and additional of Capital Improvement Projects, amendments to the Public Improvement District Funds, and other miscellaneous adjustments.

FINANCIAL IMPACT:

Please see Exhibit A for the financial summary.

RECOMMENDATION:

Staff recommends the Council approve the second and final reading of the ordinance.

ATTACHMENTS:

[ORDINANCE - Budget Amendment #3](#)
[BA#3 Overview By Fund MS](#)

ORDINANCE NO. O-19-XX-XX

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2018-19 BUDGET TO REFLECT ORGANIZATIONAL CHANGES, THE REVISION AND ADDITION OF CAPITAL IMPROVEMENT PROJECTS, EQUIPMENT PURCHASES AND, OTHER MISCELLANEOUS ADJUSTMENTS.

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

SECTION 1: That the appropriations for the fiscal year beginning October 1, 2018, and ending September 30, 2019, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with the change in expenditures shown in the attached Exhibit A.

SECTION 2: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2018, and ending September 30, 2019.

SECTION 3: The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law and the *City Charter*.

SECTION 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code* and the *City Charter*.

SECTION 7: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter. 551, Tex. Gov't. Code*.

READ and **APPROVED** on **first reading** on this the **19th** day of **December 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 **January 2020**, 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:

Lacie, Hale, City Secretary

BUDGET AMENDMENT #3 (FY 2018-19)

	Adopted Budget Total	Amended Total	Increase (Decrease)	Notes
General Fund				
Revenues	15,654,377	16,477,520	823,143	Increase in Development Services Revenue Offsets Sales Tax
Expenditures	16,384,351	16,965,155	580,804	Closed Internal Service Fund (Fleet & Facility), Traffic & Facility Study, Equipment
Beginning Fund Balance	3,621,137	3,621,137	-	
Change in Fund Balance	(729,974)	(487,635)	242,339	
Ending Fund Balance	2,891,163	3,133,502	242,339	
Contingency Reserves	(2,656,108)	(3,133,159)	(477,052)	
Unrestricted Ending Fund Bal	235,055	342	(234,713)	
Reserves	17%	18%		
General Debt Service Fund				
Revenues	2,332,357	2,360,647	28,290	Collected more revenue from prior year delinquent taxes
Expenditures	2,332,357	2,514,594	182,237	Added leases
Beginning Fund Balance	327,535	327,535	-	
Change in Fund Balance	0	(153,946)	(153,947)	
Ending Fund Balance	340,373	173,589	(166,784)	
General Capital Replacement Fund				
Revenues	20,000	20,000	-	NO AMENDMENT DONE THROUGH OUT THE YEAR
Expenditures	338,000	338,000	-	
Beginning Fund Balance	498,577	498,577	-	
Change in Fund Balance	(318,000)	(318,000)	-	
Ending Fund Balance	180,577	180,577	-	
Court Funds				
Revenues	12,600	10,850	(1,750)	NO BA #3 NEEDED-Reductions made earlier to offset decrease in rever
Expenditures	33,250	22,300	(10,950)	NO BA #3 NEEDED-Reductions made earlier to offset decrease in rever
Beginning Fund Balance	26,947	26,947	-	
Change in Fund Balance	(20,650)	(11,450)	9,200	
Ending Fund Balance	6,297	15,497	9,200	
Special Events Fund				
Revenues	500,000	150,000	(350,000)	Decrease due to event scheduling moved back
Expenditures	500,000	306,869	(193,131)	Decrease due to event scheduling moved back
Beginning Fund Balance	-	-	-	
Change in Fund Balance	-	(156,869)	(156,869)	
Ending Fund Balance	-	(156,869)	(156,869)	
Hotel Tax Fund				
Revenues	250,000	250,000	-	
Expenditures	255,000	155,000	(100,000)	Decrease due to event scheduling moved back
Beginning Fund Balance	127,527	127,527	-	
Change in Fund Balance	(5,000)	95,000	100,000	
Ending Fund Balance	122,527	222,527	100,000	
ATS Red Light Camera Fund				
Revenues	-	4,736	4,736	Increase in actual revenue received
Expenditures	10,000	725	(9,275)	Decrease in actual expenses incurred
Beginning Fund Balance	95,367	95,367	-	
Change in Fund Balance	(10,000)	4,011	14,011	
Ending Fund Balance	85,367	99,378	14,011	
PEG Capital Fees				
Revenues	37,595	30,445	(7,150)	Decrease in projected revenue
Expenditures	26,000	86,126	60,126	Increase due to use of fund balance for Council Chamber Equipment
Beginning Fund Balance	94,493	94,493	-	
Change in Fund Balance	11,595	(55,681)	(67,276)	Used some fund balance for equipment in new City Hall Chambers
Ending Fund Balance	106,088	38,812	(67,276)	
Park Improvement Fund				
Revenues	201,200	201,200	-	
Expenditures	700,000	230,000	(470,000)	Removed transfer from Park to Utility (Restricted Funds)/Added Park Escrow
Beginning Fund Balance	466,816	466,816	-	
Change in Fund Balance	(498,800)	(28,800)	470,000	
Ending Fund Balance	(31,984)	438,016	470,000	

BUDGET AMENDMENT #3 (FY 2018-19)

	Adopted Budget Total	Amended Total	Increase (Decrease)	Notes
General Capital Improvements Project				
Revenues	628,875	26,338,676	25,709,801	2019 Bond \$
Expenditures	4,890,950	21,305,380	16,414,430	New bond funded projects include parks, roads & drainage
Beginning Fund Balance	4,252,202	4,252,202	-	
Change in Fund Balance	(4,262,075)	5,033,296	9,295,371	
Ending Fund Balance	(9,873)	9,285,498	9,295,371	
Streets & Drainage Fund				
Revenues	981,863	1,228,000	246,137	2019 Bond \$
Expenditures	1,836,845	2,100,296	263,451	Increase in personnel and heavy equipment for 2019 Bond Projects
Beginning Fund Balance	872,335	872,335	-	
Change in Fund Balance	(854,982)	(872,296)	(17,314)	
Ending Fund Balance	17,353	39	(17,314)	
Utility Fund				
Revenues	15,762,914	12,452,829	(3,310,085)	Increase Impact Fees & April Water Rebate & CIP moved to its own fund
Expenditures	19,194,216	14,139,248	(5,054,968)	CIP Moved to its own fund
Beginning Fund Balance	4,796,148	4,796,148	-	
Change in Fund Balance	(3,431,302)	(1,686,419)	1,744,883	
Contingency Reserves	1,018,177	1,338,125	319,948	
Ending Available Working Capital	346,669	1,771,604	1,424,935	
Reserves	20%	20%		
Impact Fees Fund				
Revenues	1,504,800	1,544,590	39,790	Increase in Impact Fee Revenue
Expenditures	1,504,800	1,544,590	39,790	Increase in Impact Fee Utility
Beginning Fund Balance	-	-	-	
Change in Fund Balance	-	-	-	
Ending Fund Balance	-	-	-	
Utility Capital Replacement Fund				
Revenues	50,000	-	(50,000)	Decrease transfer until replacement policy and schedule is determined
Expenditures	-	-	-	
Beginning Fund Balance	350,000	350,000	-	
Change in Fund Balance	50,000	-	(50,000)	
Ending Fund Balance	400,000	350,000	(50,000)	
Utility Capital Improvement Projects				
Revenues	-	160,530	160,530	Capital Improvement Projects Moved From Fund 50
Expenditures	-	2,538,297	2,538,297	Capital Improvement Projects Moved From Fund 50
Beginning Fund Balance	7,549,380	7,549,380	-	
Change in Fund Balance	-	(2,377,767)	(2,377,767)	
Ending Fund Balance	7,549,380	5,171,613	(2,377,767)	
Solid Waste Fund				
Revenues	1,442,938	1,442,938	-	
Expenditures	1,778,781	1,890,835	112,054	Increase in transfers
Beginning Fund Balance	453,658	453,658	-	
Change in Fund Balance	(335,843)	(447,897)	(112,054)	
Ending Fund Balance	117,815	5,761	(112,054)	
Internal Service Fund				
Revenues	285,152	-	(285,152)	Moved Back to General Fund
Expenditures	285,152	-	(285,152)	Moved Back to General Fund
Change in Fund Balance	-	-	-	
All Fund Totals				
Revenues	39,664,671	62,672,961	23,008,290	Increase in revenue & influx of bond proceeds
Expenditures	50,069,702	64,137,415	14,067,713	Increase in projects using 2019 and older bond issues
Change in Fund Balance	(10,405,031)	(1,464,454)	8,940,576	

Regular City Council
AGENDA ITEM
11.D.



To:
Subject: Consideration and possible action on the first reading of an ordinance amending the City of Hutto Code of Ordinances (2014 Edition) Section 8.02 regarding Alarm Permits. (Bill Bingham)
Meeting: Regular City Council - 16 Jan 2020
Department:
Staff Contact:

ATTACHMENTS:

[2020 01-06 Memo Daniels+ re Alarm Ordinance Repeal\(1277360\)](#)
[2020 01-06 Ordinance Amending Alarm System Ordinance\(1274508\)](#)

ORDINANCE NO. O-_____

**AMENDMENT TO ALARM SYSTEMS ORDINANCE,
DIVISION ONE AND DIVISION TWO.**

WHEREAS, the City has determined that the Alarm Systems Ordinance Chapter 8, Sections 802, Division One and Division Two, are no longer necessary to enhance the public safety within the City; and

WHEREAS, the City has determined that the ordinance should be phased out and, when phased out, should no longer be in effect.

NOW, THEREFORE, the City Council for the City of Hutto, Texas, adopts the following:

A new Section 8.02.045 is adopted as follows:

Section 8.02.045. No Additional Applications Accepted.

Commencing thirty (30) days after the date of adoption of this revision to the ordinance on first reading, the City will not accept any additional applications for alarm permits.

Section 8.02.046. Expiration of Existing Alarm Permits.

All existing alarm permits as of the effective date of this amendment shall be allowed to expire and no permit holder shall be required to renew any alarm permit.

Section 8.02.047. Penalties Abolished.

As of the effective date of this amendment, any existing violation and any penalty for such violation is canceled.

Adopted by the City Council for the City of Hutto, Texas, on first reading on the ____ day of _____, 2020.

Adopted by the City Council for the City of Hutto, Texas, on second and final reading on the ____ day of _____, 2020.

CITY OF HUTTO, TEXAS

By: _____
Doug Gaul, Mayor

By: _____

Lacie Hale, City Secretary

Regular City Council
AGENDA ITEM
12.A.



To:

Subject: Consideration and possible action on a resolution ordering the May 2, 2020 General Election for the purpose of electing City Council, Place 1, and City Council, Place 4. (Lacie Hale)

Consideración y posible acción sobre una resolución ordenando la Elección General del 2 de mayo de 2020 con el propósito de elegir el Concejo de la Ciudad, el Lugar 1 y el Consejo de la Ciudad, Lugar 4. (Lacie Hale)

Meeting: Regular City Council - 16 Jan 2020

Department: City Secretary

Staff Contact: Lacie Hale City Secretary

BACKGROUND INFORMATION:

This resolution calls for a General Election on Saturday, May 2, 2020, to elect Councilmember, Place 1 and Councilmember, Place 4. Early Voting will begin Monday, April 20, 2020, and ends Tuesday, April 28, 2020. The first day to file for a place on the ballot is Wednesday, January 15, 2019, and the last day to file for a place on the ballot is 5 p.m., February 14, 2020.

FINANCIAL IMPACT:

The City of Hutto participates in a joint election with participating jurisdictions of Williamson County. The cost of the election is based on its percentage share of the number of registered voters for the jurisdictions. Staff has budgeted \$27,000 to cover costs associated with the election.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ORDERING AN ELECTION TO BE HELD ON MAY 2, 2020, FOR THE PURPOSE OF ELECTING CITY COUNCIL PLACE 1 AND PLACE 4; DESIGNATING ELECTION DAY PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS; AND PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION.

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

KNOW ALL BY THESE PRESENTS:

§

CITY OF HUTTO

§

WHEREAS, pursuant to the provisions of the Texas Election Code (as amended), other related statutes, and its Home Rule Charter, the City Council of the City of Hutto, Texas, is authorized to order a General Election for the purpose of electing City Council members to Place 1 and Place 4; and

WHEREAS, the City Council has determined that Saturday, May 2, 2020, is the appropriate date for holding such election, and that date allows sufficient time to comply with requirements of law; and

WHEREAS, the City Council wishes to encourage all registered voters in the City of Hutto to vote in this election; and

WHEREAS, it is hereby officially found and determined that the written public notice of the date, hour, place, purpose 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 of the Texas Government Code (as amended);

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

SECTION 1

ELECTION DAY

Election Officers. The City Council hereby appoints the Williamson County Elections Administrator and the Hutto City Secretary as the Election Day Officers for the City of Hutto.

Election Date. A General Election shall be held jointly, with participating Williamson County political entities/subdivisions, on Saturday, May 2, 2020.

Precincts and Polling Places. The City hereby accepts the election precincts and polling places designated by the Williamson County Elections Administrator, and approved by the Williamson County Commissioners Court, for such early voting. The designated polling places for said Election Day shall be open from 7:00 am until 7:00 pm. Said locations are listed in Exhibit “A” of this resolution.

Election Judges. The Williamson County Elections Administrator will conduct said election for the City pursuant to the terms of an approved Election Services Contract. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court.

The Williamson County Elections Administrator is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

SECTION 2 **EARLY VOTING**

Early Voting Clerk. The City Council hereby appoints the Williamson County Elections Administrator as the Early Voting Clerk for the City of Hutto. The Williamson County Elections Administrator shall appoint the presiding judge(s) for each of said Early Voting and Temporary polling places and is hereby further authorized to appoint additional election clerks (not less than two and not more than six) to assist in conducting said election.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being April 20, 2020 through April 28, 2020, the dates and times designated for early voting by personal appearance shall be designated by the Williamson County Elections Administrator.

Places for Early Voting. Early voting shall be conducted by personal appearance at the early voting polling places designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court.

After the Williamson County Elections Administrator finalizes contracts with all of the potential political entities/subdivisions wanting to participate in the May 2, 2020 election a Notice of Election will be posted in Spanish and English by the City Secretary

Listing the approved early voting locations, dates and times on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than the twenty-first (21st) day before the date of the election and shall remain posted through Election Day.

Applications for Ballots by Mail: Applications for ballots by mail must be received, in the office of the Williamson County Elections Administrator, not later than 5:00 p.m. on Tuesday, April 21, 2020. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Early Voting Clerk
Williamson County Elections Office
Post Office Box 209
Georgetown, TX 78627-0209

SECTION 3 **EARLY VOTING BALLOT BOARD**

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Williamson County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

SECTION 4 **CUSTODIAN OF ELECTION RECORDS**

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Williamson County Elections Administrator shall be appointed as custodian of voted ballots and the City Secretary of the City of Hutto will serve as the custodian of all other election records.

SECTION 5 **CANDIDATE FILING PERIOD**

In accordance with Section 143.007 of the Texas Election Code the deadline for filing an application for a place on the ballot, with the City Secretary, is hereby designated as 5:00 p.m. Friday, February 14, 2020.

SECTION 6 **VOTERS**

All resident, qualified voters of the City shall be entitled to vote at the elections.

SECTION 7 **NOTICE**

Posting. Notice of this election, including a Spanish translation hereof, shall be posted the on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than the twenty-first (21st) day prior to the date of the election and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published at least once in a newspaper of general circulation in the City, the publication to appear not earlier than the thirtieth (30th) day before or not later than the tenth (10th) day prior to the date of the election and shall remain posted through Election Day.

Authorization to City Secretary. The City Secretary is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

SECTION 8 **VOTING DEVICES**

Pursuant to the Election Code and the applicable Election Services Contract, the Williamson County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. Said election equipment has been certified by the Texas Secretary of State.

The Williamson County Elections Administrator will utilize a central counting station, as provided by Texas Election Code § 127.000 *et seq.*, as amended, on Election Day.

SECTION 9 **CONDUCT ACCORDING TO STATUTES**

In all substantive respects, the elections shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Hutto's Home Rule Charter.

SECTION 10 **ELECTION RESULTS**

The Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 6, 2017. The official canvass, tabulation and declaration of the results of the elections shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

SECTION 11 **MISCELLANEOUS**

The provisions of this Resolution are severable, and in case any one or more of the provisions of this Resolution or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Resolution nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

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 in accordance with and as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

RESOLVED on this the **16th** day of **January, 2020**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Exhibit A

Voting locations and times will be provided by the Williamson County Elections Administrator.

Regular City Council
**AGENDA ITEM
12.B.**



To: City Council
Subject: Consideration and possible action on a resolution authorizing the Interim City Manager to negotiate and execute a Development Agreement by the City of Hutto for the development of the Wilco Ranch Project. (Ashley Lumpkin)
Meeting: Regular City Council - 16 Jan 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Wilco Ranch is a proposed single-family residential development located at the intersection of Limmer Loop and Ed Schmidt (CR 119).

As part of this agreement, the property owner must voluntarily annex in order for the connection to the City's wastewater service.

There are two tracts involved in this development. The 23.52 acre tract has a signed executed Development Agreement in Lieu of Annexation, and therefore upon development they are required to voluntarily annex. The second tract, that is 65.112 acres already has an approved Preliminary Plat that was approved through Williamson County, and therefore the development pattern on the tract is considered vested.

FINANCIAL IMPACT:

Adding in approximately 450 homes to the City's wastewater service.

POLICY IMPLICATIONS:

None at this time.

RECOMMENDATION:

Staff recommends the City Council authorize the Interim City Manager to execute the Development Agreement.

ATTACHMENTS:

[Wilco Ranch DA v6 \(1-9-20\)](#)
[Compare Wilco Ranch DA City comments to v6 \(1-9-20\)\)](#)
[2019085236](#)
[7178-00 Wilco Ranch 23 ALTA FINAL-20191213-signed](#)

[23.517ac Tract-signed](#)
[7178-00 Wilco Ranch ALTA-20191105-Final-S](#)
[Wilco Concept Plan](#)
[Wilco Ranch Road XSec Exhibit](#)

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into to be effective as of the ____ day of _____, 2020 (the "Effective Date"), by and between the **City of Hutto, Texas** (the "City"), a home rule city organized under the laws of the State of Texas, and **Starlight Homes Texas L.L.C.**, a Delaware limited liability company, and **WMV Limmer Loop 23, LLC**, a Texas limited liability company (collectively the "Owner"). The City and the Owner are, collectively, the "Parties" to this Agreement.

RECITALS

WHEREAS, Owner owns that certain tract of land containing approximately 89.712 acres currently in the Hutto ETJ (the "Property") as described and shown on Exhibit A; and

WHEREAS, Owner intends to develop the Property into a single-family residential subdivision (the "Project"), that will serve present and future residents of the City; and

WHEREAS, the Project is anticipated to add significant property tax base and increased property tax revenues in the City; and

WHEREAS, the City and the Owner desire to set forth in this Agreement certain terms and conditions for the planning, design, construction, development, and financing of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I **PURPOSE AND INTERPRETATION**

1.01 Objectives. The Owner is proposing to develop a residential subdivision. Hutto continues to have a need for quality residential development that complements the economic and strategic goals of the City. The City believes that the development of the Project will provide needed, high quality housing for existing and future residents.

1.02 Concept and Structure. Development of the Property will match the Concept Plan attached hereto as Exhibit B. The Owner will be responsible for the development and construction of the Project, except as set forth herein.

1.03 Interpretation. In this Agreement, unless a clear contrary intention appears;

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Party includes such Party's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Party in a particular capacity excludes such Party in any other capacity or individually;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(g) reference to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

1.04 Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

ARTICLE II **DEFINITIONS**

2.01 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in this **Article II**, or as otherwise provided herein.

"**Agreement**" means this Development Agreement by and between the City and the Owner.

"**City**" means the City of Hutto, Texas.

"**City Council**" means the City Council of the City of Hutto.

"**Concept Plan**" means the concept plan attached hereto as **Exhibit B**, as such concept plan may be modified and changed from time to time as set forth in this Agreement. The Parties acknowledge and agree that the Concept Plan is for illustrative purposes only and is only a general representation of the design.

"**Owner**" means **Starlight Homes Texas L.L.C.**, a Delaware limited liability company, and **WMV Limmer Loop 23, LLC**, a Texas limited liability company, and their successors and assigns that specifically assume the rights and obligations of this Agreement.

"**Effective Date**" means the date set forth in the opening paragraph on page 1.

"**Parties**" means the City and the Owner.

"**Party**" means the City or the Owner.

"**Project**" means the Project as described in **Article IV**.

"Property" means the real property described and shown on Exhibit A.

"State" means the State of Texas.

"UDC" means the Unified Development Code of the City as of the Effective Date.

ARTICLE III **ANNEXATION and ZONING**

3.01 Annexation. As of the Effective Date, the Property has not been annexed, but is in the City's extraterritorial jurisdiction (ETJ). Owner and City hereby agree to the annexation of the Property into City's corporate city limits, and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's request for annexation.

Further, notwithstanding that the Project may be phased (as set forth below), Owner agrees that all Property will be annexed in one proceeding. City agrees that phases not under active development may remain in agricultural or open space use for purposes of ad valorem tax purposes (although all such Property shall be subject to the ordinances and jurisdiction of the City once annexed.)

3.02 Zoning. Because the Property has not been annexed, it has not yet been zoned. The Parties agree that they will work together in good faith to zone the Property "SF-1" (defined in the UDC), subject to the modifications in this Agreement. The Property shall be zoned contemporaneous with annexation.

3.03 Chapter 245 Permit. This Agreement shall constitute the first Permit in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code (subject to the exemptions as set forth therein), as authorized by Section 212.172(g) of the Texas Local Government Code. Except as modified herein, all aesthetic requirements of the zoning district, as outlined in the UDC shall be followed in a manner consistent with HB 2439.

3.04 Prior Development Agreement. This Agreement supersedes and replaces in all respects a prior Chapter 43 Texas Local Development Code Development Agreement between Jo Blaine (Anderson) Macias and James Wesley Anderson, as Owners, and the City recorded under Document No. 2019085236 of the Official Public Records of Williamson County, Texas, covering approximately 23.52 acres of the Property. Upon full execution of this Agreement, such prior Development Agreement will be terminate and be of no further force and effect and upon Owner's request (and at Owner's expense) the City will deliver a release of the prior Development Agreement to Owner for recording in Williamson County, Texas.

ARTICLE IV **THE PROJECT**

4.01 General Description. The Project will be planned, developed and constructed on the Property by the Owner in phases as determined by Owner in accordance with market conditions

and otherwise in accordance with any permits and approvals from any applicable governmental authorities.

4.02 Development. The Owner intends to construct improvements to real property and additions to personal property within the Property as contemplated by the Concept Plan. However, the parties agree and acknowledge that the actual construction shall be dictated by the ultimate zoning of the Property, platting of the Property, site development permits issued for the Property, and other development permits issued for the Property. The Project will be permitted and constructed in accordance with City ordinances and regulations except as may be specifically set forth in this Agreement.

4.03 City Incentives to Project. The City incentives to the Project shall include only the following:

- (a) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain monument signage, other subdivision entry features, and landscaping in the City right-of-way (as such may be finally approved in the site plan), and to allow the license agreement to be assigned to the homeowners' association for the Project.
- (b) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain the detention ponds and flood areas (as such may be finally approved in the final plats), and to allow the license agreement to be assigned to the homeowners' association for the Project. The license agreement will further provide the City with a right of entry and enforcement to enforce its regulations and requirements with respect to maintaining the detention ponds and flood areas.
- (c) The City agrees to allow Owner to connect to City's adjacent water and wastewater facilities, either directly with retail service or indirectly through the City providing wholesale water and wastewater service to Jonah Special Utility District, upon Owner's payment of the same costs charged to other landowners within the corporate limits of the City (retail charges or wholesale charges, as applicable).
- (d) The City agrees that the UDC will be modified as to the Project as follows:
 - (i) The front setback line for each single-family lot will be 25'.
 - (ii) The side street setback line for each single-family lot will be 15'.
 - (iii) The side setback line for each single-family lot will be 5'.
 - (iv) The rear street setback line for each single-family lot will be 10'.
 - (v) The minimum lot size will be 4,000 square feet.
 - (vi) Up to 67% of the single family lots may have a minimum width of 40'.

- (vii) The provisions of the Bufferyard requirements (10.403.6 of the UDC) will not apply to the Project.
 - (viii) The provisions of garage frontage (Section 10.406.3.3 of the UDC) will not apply to the Project. Each dwelling unit will have a garage sufficient to house at least 2 cars, and up to 75% of the front of each dwelling unit may be garage frontage.
 - (ix) Cementitious siding will satisfy the building materials requirements in Section 10.406.3.5 of the UDC, as to the Project.
 - (x) The provisions of the greenlink requirements (Section 10.613.3.6 of the UDC) will not apply to the Project;
 - (xi) The minimum widths of public rights of way within the Project will be 50', as shown on **Exhibit C** attached; and
 - (xii) Until such time as the City has issued 80 certificates of occupancy for homes within the Project, no additional or modified Traffic Impact Analysis (a "TIA") is required for the construction of the Project as shown in the Concept Plan (the City agreeing the TIA prepared by BOE Consulting Services, LLC, dated May 15, 2019, submitted to the City and Williamson County in connection with the approved Wilco Ranch preliminary plat, satisfies the requirements of the UDC for such 80 homes). Before any additional certificates of occupancy for the Project may be issued, the City must approve an updated TIA provided by Owner for the Project. The scope of the updated TIA will be determined by the City engineer in accordance with applicable UDA requirements but with a projected City growth rate of 4% instead of 2%
- (e) If offsite wastewater improvements sufficient to serve the Project (which are being constructed by third parties) are not available for connection when Owner requires connection to wastewater service, the City agrees Owner may pump and haul up to 80 LUE's of wastewater to the City's south wastewater treatment plant.

ARTICLE V

MISCELLANEOUS

5.01 Mutual Assistance. The City and the Owner will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

5.02 Default; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event (a) more than ten (10) business days for a monetary default, or (b) less than 30 days or more than 90 days after written notice of the alleged failure has been given for a non-monetary default. In addition, no Party shall be in default under this Agreement if, within the applicable cure period for a non-monetary default, the Party to whom the notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If the Property has multiple Owners, a default by one Owner will not constitute a default by the performing Owner(s) as to the portion of the Property owned by the performing Owner(s).

(b) If a Party is in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgement Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) entitle the aggrieved Party to terminate this Agreement (except as specifically set forth in this Agreement); or

(ii) adversely affect or impair the current or future obligations of the City to provide water or wastewater service or any other service to the Property; or

(iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) reduce the term of this Agreement (except as specifically set forth in this Agreement).

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

5.03 Undocumented Workers. The Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.04 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. This Agreement does not create any encumbrance on title as to any purchaser of a completed residence within the Project.

5.05 Assignment. Owner may assign all or part of its rights and obligations to a third party without the necessity of obtaining the consent of the City, including, but not limited, to, collateral assignments to a lender. The Owner shall provide a copy of any such assignment to the

City. Nothing herein shall prevent Owner from conveying or leasing all or any portion of the Property or Project to a third party (e.g., sale of office building, ground lease of pad site; leasing of residential units or commercial space; sale of land to Owner of multifamily, etc.), and no such conveyance or lease shall be considered an assignment of this Agreement, unless such third party expressly assumes the rights and obligations of Owner hereunder.

5.06 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties (except that if there are multiple Owners and the amendment applies only to portions of the Property owned by a single Owner, this Agreement may be amended by the mutual written agreement of the City and the Owner of the portion of the Property to which the amendment applies). Amendments to this Agreement may be approved administratively by the City. A successor of portions of the Property (such as a purchaser of a lot within the subdivision) does not make such successor a "Party." Owner's rights under this Agreement must be specifically assigned to a successor in order for such successor to be a "Party."

5.07 Entire Agreement. All Parties mutually agreed to the terms of this Agreement. The Agreement shall not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written.

5.08 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Hutto
 Attn: Odis Jones, City Manager
 500 W. Live Oak St.
 Hutto, TX 78634
 Attn: Odis Jones
 Phone: (512) 759-4030
 Email: Odis.Jones@HuttoTX.gov

With required copy to: City Attorney
 500 W. Live Oak St.
 Hutto, TX 78634

If to Owner: Starlight Homes Texas L.L.C.
 10721 Research Blvd, Suite B-210
 Austin, Texas 78759
 Attn: Keith Pearson
 Telephone: (512) 610-7000
 Fax: (512) 610-7004
 Email: keith.pearson@ashtonwoods.com

With required copy to: Ashton Woods
3820 Mansell Road, Suite 400
Alpharetta, Georgia 30022
Attn: Emily Sweitzer
Telephone: (678) 781-2070
Fax: (770) 998-7494
Email: emily.sweitzer@ashtonwoods.com

And to: WMV Limmer Loop, LLC
3310 North Capital of Texas Hwy, Ste 202
Austin, Texas 78746
Attn: Holt Dunlop and Jamie Dougherty
Telephone: 512-800-5630 and 312-375-7662
Fax: NA
Email: jdougherty@waymakerventures.com
hdunlop@waymakerventures.com

With required copy to: Compere & Gorman, PLLC
Attn: Jason Gorman
901 S. Mopac Expressway, Bldg II, Ste 150
Austin, Texas 78746
Attn: Jason Gorman
Telephone: (512) 270-4757
Email: gorman@compere-gorman.com

Any Party may designate a different address at any time upon written notice to the other Parties.

5.09 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

5.10 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

5.11 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.12 Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions. Either City or Owner shall have the right to

waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the Party for whose benefit such requirement is intended

5.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

5.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

5.15 N/A.

5.16 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

Exhibit A: Property Description and Depiction
Exhibit B: Concept Plan
Exhibit C: Street Section

5.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. Neither the City, not its past, present and future officers, elected officials, employees and agents of the City, do assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

5.18 Additional Compliance. Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

5.19 Term. This Agreement shall become enforceable upon its Effective Date and shall expire 35 years after the date the City has issued the last Certificates of Occupancy for the Project, unless the Parties agree to terminate it sooner.

5.20 Authority. This Agreement is made and entered into pursuant to Section 212.172 of the Texas Local Government Code. The City and each Owner each represent and warrant that the persons whose signature appears below have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES PROVIDED ON NEXT PAGE]

EXECUTED to be effective as of the Effective Date.

CITY OF HUTTO, TEXAS,
a home rule city and municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

APPROVED as to form:

By: _____
Attorney for the City of Hutto

Date: _____

OWNER:

STARLIGHT HOMES TEXAS L.L.C.,
a Delaware limited liability company

By: Starlight Homes Holdings L.L.C.,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: _____

WMV LIMMER LOOP 23, LLC, a Texas limited
liability company

By: WayMaker Ventures, LLC., a Texas limited
liability company, its sole member:

By: _____
Name: James Dougherty
Title: Member

EXHIBIT A
Property Description and Depiction

EXHIBIT B
Concept Plan

EXHIBIT C
Street Section

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into to be effective as of the ____ day of _____, ~~2019~~2020 (the "Effective Date"), by and between the **City of Hutto, Texas** (the "City"), a home rule city organized under the laws of the State of Texas, and **Starlight Homes Texas L.L.C.**, a Delaware limited liability company, and **WMV Limmer Loop 23, LLC**, a Texas limited liability company (collectively the "Owner"). The City and the Owner are, collectively, the "Parties" to this Agreement.

RECITALS

WHEREAS, Owner owns that certain tract of land containing approximately 89.712 acres currently in the Hutto ETJ (the "Property") as described and shown on Exhibit A; and

WHEREAS, Owner intends to develop the Property into a single-family residential subdivision (the "Project"), that will serve present and future residents of the City; and

WHEREAS, the Project is anticipated to add significant property tax base and increased property tax revenues in the City; and

WHEREAS, the City and the Owner desire to set forth in this Agreement certain terms and conditions for the planning, design, construction, development, and financing of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I **PURPOSE AND INTERPRETATION**

1.01 Objectives. The Owner is proposing to develop a residential subdivision. Hutto continues to have a need for quality residential development that complements the economic and strategic goals of the City. The City believes that the development of the Project will provide needed, high quality housing for existing and future residents.

1.02 Concept and Structure. Development of the Property will match the Concept Plan attached hereto as Exhibit B. The Owner will be responsible for the development and construction of the Project, except as set forth herein.

1.03 Interpretation. In this Agreement, unless a clear contrary intention appears;

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Party includes such Party's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Party in a particular capacity excludes such Party in any other capacity or individually;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(g) reference to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

1.04 Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

ARTICLE II **DEFINITIONS**

2.01 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in this **Article II**, or as otherwise provided herein.

"**Agreement**" means this Development Agreement by and between the City and the Owner.

"**City**" means the City of Hutto, Texas.

"**City Council**" means the City Council of the City of Hutto.

"**Concept Plan**" means the concept plan attached hereto as **Exhibit B**, as such concept plan may be modified and changed from time to time as set forth in this Agreement. The Parties acknowledge and agree that the Concept Plan is for illustrative purposes only and is only a general representation of the design.

"**Owner**" means **Starlight Homes Texas L.L.C.**, a Delaware limited liability company, and **WMV Limmer Loop 23, LLC**, a Texas limited liability company, and their successors and assigns that specifically assume the rights and obligations of this Agreement.

"**Effective Date**" means the date set forth in the opening paragraph on page 1.

"**Parties**" means the City and the Owner.

"**Party**" means the City or the Owner.

"**Project**" means the Project as described in **Article IV**.

"Property" means the real property described and shown on Exhibit A.

"State" means the State of Texas.

"UDC" means the Unified Development Code of the City as of the Effective Date.

ARTICLE III **ANNEXATION and ZONING**

3.01 Annexation. As of the Effective Date, the Property has not been annexed, but is in the City's extraterritorial jurisdiction (ETJ). Owner and City hereby agree to the annexation of the Property into City's corporate city limits, and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's request for annexation.

Further, notwithstanding that the Project may be phased (as set forth below), Owner agrees that all Property will be annexed in one proceeding. City agrees that phases not under active development may remain in agricultural or open space use for purposes of ad valorem tax purposes (although all such Property shall be subject to the ordinances and jurisdiction of the City once annexed.)

3.02 Zoning. Because the Property has not been annexed, it has not yet been zoned. The Parties agree that they will work together in good faith to zone the Property "SF-1" (defined in the UDC), subject to the modifications in this Agreement. The Property shall be zoned contemporaneous with annexation.

3.03 Chapter 245 Permit. This Agreement shall constitute the first Permit in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code (subject to the exemptions as set forth therein), as authorized by Section 212.172(g) of the Texas Local Government Code. Except as modified herein, all aesthetic requirements of the zoning district, as outlined in the UDC shall be followed in a manner consistent with HB 2439.

3.04 Prior Development Agreement. This Agreement supersedes and replaces in all respects a prior Chapter 43 Texas Local Development Code Development Agreement between Jo Blaine (Anderson) Macias and James Wesley Anderson, as Owners, and the City recorded under Document No. 2019085236 of the Official Public Records of Williamson County, Texas, covering approximately 23.52 acres of the Property. Upon full execution of this Agreement, such prior Development Agreement will be terminate and be of no further force and effect and upon Owner's request (and at Owner's expense) the City will deliver a release of the prior Development Agreement to Owner for recording in Williamson County, Texas.

ARTICLE IV **THE PROJECT**

4.01 General Description. The Project will be planned, developed and constructed on the Property by the Owner in phases as determined by Owner in accordance with market conditions

and otherwise in accordance with any permits and approvals from any applicable governmental authorities.

4.02 Development. The Owner intends to construct improvements to real property and additions to personal property within the Property as contemplated by the Concept Plan. However, the parties agree and acknowledge that the actual construction shall be dictated by the ultimate zoning of the Property, platting of the Property, site development permits issued for the Property, and other development permits issued for the Property. The Project will be permitted and constructed in accordance with City ordinances and regulations except as may be specifically set forth in this Agreement.

4.03 City Incentives to Project. The City incentives to the Project shall include only the following:

- (a) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain monument signage, other subdivision entry features, and landscaping in the City right-of-way (as such may be finally approved in the site plan), and to allow the license agreement to be assigned to the homeowners' association for the Project.
- (b) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain the detention ponds and flood areas (as such may be finally approved in the final plats), and to allow the license agreement to be assigned to the homeowners' association for the Project. The license agreement will further provide the City with a right of entry and enforcement to enforce its regulations and requirements with respect to maintaining the detention ponds and flood areas.
- (c) The City agrees to allow Owner to connect to City's adjacent water and wastewater facilities, either directly with retail service or indirectly through the City providing wholesale water and wastewater service to Jonah Special Utility District, upon Owner's payment of the same costs charged to other landowners within the corporate limits of the City (retail charges or wholesale charges, as applicable).
- (d) The City agrees that the UDC will be modified as to the Project as follows:
 - (i) The front setback line for each single-family lot will be 25'.
 - (ii) The side street setback line for each single-family lot will be 15'.
 - (iii) The side setback line for each single-family lot will be 5'.
 - (iv) The rear street setback line for each single-family lot will be 10'.
 - (v) The minimum lot size will be 4,000 square feet.
 - (vi) Up to 67% of the single family lots may have a minimum width of 40'.

- (vii) The provisions of the Bufferyard requirements (10.403.6 of the UDC) will not apply to the Project.
- (viii) The provisions of garage frontage (Section 10.406.3.3 of the UDC) will not apply to the Project. Each dwelling unit will have a garage sufficient to house at least 2 cars, and up to 75% of the front of each dwelling unit may be garage frontage.
- (ix) Cementitious siding will satisfy the building materials requirements in Section 10.406.3.5 of the UDC, as to the Project.
- (x) The provisions of the greenlink requirements (Section 10.613.3.6 of the UDC) will not apply to the Project;
- (xi) The minimum widths of public rights of way within the Project will be 50', as shown on **Exhibit C** attached; and
- (xii) ~~No~~Until such time as the City has issued 80 certificates of occupancy for homes within the Project, no additional or modified Traffic Impact Analysis (a "TIA") is required for the construction of the Project as shown in the Concept Plan;-- (the City agreeing the Traffic Impact Analysis TIA prepared by BOE Consulting Services, LLC, dated May 15, 2019, submitted to the City and Williamson County in connection with the approved Wilco Ranch preliminary plat, satisfies the requirements of the UDC; for such 80 homes). Before any additional certificates of occupancy for the Project may be issued, the City must approve an updated TIA provided by Owner for the Project. The scope of the updated TIA will be determined by the City engineer in accordance with applicable UDA requirements but with a projected City growth rate of 4% instead of 2%
- (e) If offsite wastewater improvements sufficient to serve the Project (which are being constructed by third parties) are not available for connection when Owner requires connection to wastewater service, the City agrees Owner may pump and haul up to 80 LUE's of wastewater to the City's south wastewater treatment plant.

ARTICLE V

MISCELLANEOUS

5.01 Mutual Assistance. The City and the Owner will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

5.02 Default; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event (a) more than ten (10) business days for a monetary default, or (b) less than 30 days or more than 90 days after written notice of the alleged failure has been given for a non-monetary default. In addition, no Party shall be in default under this Agreement if, within the applicable cure period for a non-monetary default, the Party to whom the notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If the Property has multiple Owners, a default by one Owner will not constitute a default by the performing Owner(s) as to the portion of the Property owned by the performing Owner(s).

(b) If a Party is in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgement Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) entitle the aggrieved Party to terminate this Agreement (except as specifically set forth in this Agreement); or

(ii) adversely affect or impair the current or future obligations of the City to provide water or wastewater service or any other service to the Property; or

(iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) reduce the term of this Agreement (except as specifically set forth in this Agreement).

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

5.03 Undocumented Workers. The Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.04 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. This Agreement does not create any encumbrance on title as to any purchaser of a completed residence within the Project.

5.05 Assignment. Owner may assign all or part of its rights and obligations to a third party without the necessity of obtaining the consent of the City, including, but not limited, to, collateral assignments to a lender. The Owner shall provide a copy of any such assignment to the

City. Nothing herein shall prevent Owner from conveying or leasing all or any portion of the Property or Project to a third party (e.g., sale of office building, ground lease of pad site; leasing of residential units or commercial space; sale of land to Owner of multifamily, etc.), and no such conveyance or lease shall be considered an assignment of this Agreement, unless such third party expressly assumes the rights and obligations of Owner hereunder.

5.06 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties (except that if there are multiple Owners and the amendment applies only to portions of the Property owned by a single Owner, this Agreement may be amended by the mutual written agreement of the City and the Owner of the portion of the Property to which the amendment applies). Amendments to this Agreement may be approved administratively by the City. A successor of portions of the Property (such as a purchaser of a lot within the subdivision) does not make such successor a "Party." Owner's rights under this Agreement must be specifically assigned to a successor in order for such successor to be a "Party."

5.07 Entire Agreement. All Parties mutually agreed to the terms of this Agreement. The Agreement shall not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written.

5.08 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Hutto
 Attn: Odis Jones, City Manager
 500 W. Live Oak St.
 Hutto, TX 78634
 Attn: Odis Jones
 Phone: (512) 759-4030
 Email: Odis.Jones@HuttoTX.gov

With required copy to: City Attorney
 500 W. Live Oak St.
 Hutto, TX 78634

If to Owner: Starlight Homes Texas L.L.C.
 10721 Research Blvd, Suite B-210
 Austin, Texas 78759
 Attn: Keith Pearson
 Telephone: (512) 610-7000
 Fax: (512) 610-7004
 Email: keith.pearson@ashtonwoods.com

With required copy to: Ashton Woods
3820 Mansell Road, Suite 400
Alpharetta, Georgia 30022
Attn: Emily Sweitzer
Telephone: (678) 781-2070
Fax: (770) 998-7494
Email: emily.sweitzer@ashtonwoods.com

And to: WMV Limmer Loop, LLC
3310 North Capital of Texas Hwy, Ste 202
Austin, Texas 78746
Attn: Holt Dunlop and Jamie Dougherty
Telephone: 512-800-5630 and 312-375-7662
Fax: NA
Email: jdougherty@waymakerventures.com
hdunlop@waymakerventures.com

With required copy to: Compere & Gorman, PLLC
Attn: Jason Gorman
901 S. Mopac Expressway, Bldg II, Ste 150
Austin, Texas 78746
Attn: Jason Gorman
Telephone: (512) 270-4757
Email: gorman@compere-gorman.com

Any Party may designate a different address at any time upon written notice to the other Parties.

5.09 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

5.10 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

5.11 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.12 Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions. Either City or Owner shall have the right to

waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the Party for whose benefit such requirement is intended

5.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

5.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

5.15 N/A.

5.16 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

Exhibit A: Property Description and Depiction
Exhibit B: Concept Plan
Exhibit C: Street Section

5.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. Neither the City, not its past, present and future officers, elected officials, employees and agents of the City, do assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

5.18 Additional Compliance. Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

5.19 Term. This Agreement shall become enforceable upon its Effective Date and shall expire 35 years after the date the City has issued the last Certificates of Occupancy for the Project, unless the Parties agree to terminate it sooner.

5.20 Authority. This Agreement is made and entered into pursuant to Section 212.172 of the Texas Local Government Code. The City and each Owner each represent and warrant that the persons whose signature appears below have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES PROVIDED ON NEXT PAGE]

EXECUTED to be effective as of the Effective Date.

CITY OF HUTTO, TEXAS,
a home rule city and municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

APPROVED as to form:

By: _____
Attorney for the City of Hutto

Date: _____

OWNER:

STARLIGHT HOMES TEXAS L.L.C.,
a Delaware limited liability company

By: Starlight Homes Holdings L.L.C.,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: _____

WMV LIMMER LOOP 23, LLC, a Texas limited
liability company

By: WayMaker Ventures, LLC., a Texas limited
liability company, its sole member:

By: _____
Name: James Dougherty
Title: Member

EXHIBIT A
Property Description and Depiction

EXHIBIT B
Concept Plan

EXHIBIT C
Street Section

RESOLUTION NO. R-19-09-05-9M

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JO BLAINE ANDERSON MACIAS AND JAMES WESLEY ANDERSON, FOR 23.52 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;

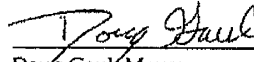
WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth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

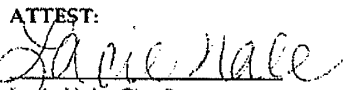
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Jo Blaine Anderson Macias and James Wesley Anderson, 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 5th day of the month September, 2019.

THE CITY OF HUTTO, TEXAS


Doug Gault, Mayor

ATTEST:

Lacie Hale, 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) **Jo Blaine (Anderson) Macias and James Wesley Anderson** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **23.52** 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 additional residential structure, and an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

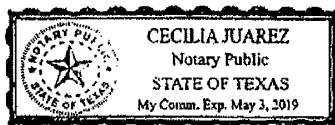
Entered into this 21 day of March, 2019.

Jo Blaine (Anderson) Macias
Jo Blaine (Anderson) Macias, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 21st day of March, 2019,
by Jo Blaine (Anderson) Macias, Owner.



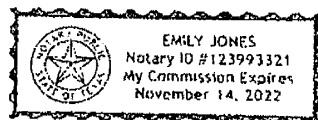
Cecilia Juarez
Notary Public, State of Texas

James Wesley Anderson
James Wesley Anderson, Owner

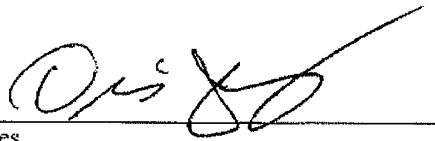
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

Travis
This instrument was acknowledged before me on the 7 day of March, 2019,
by James Wesley Anderson, Owner.



Emily Jones
Notary Public, State of Texas

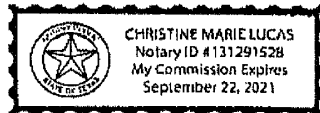


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 1st day of ^{July}~~June~~, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



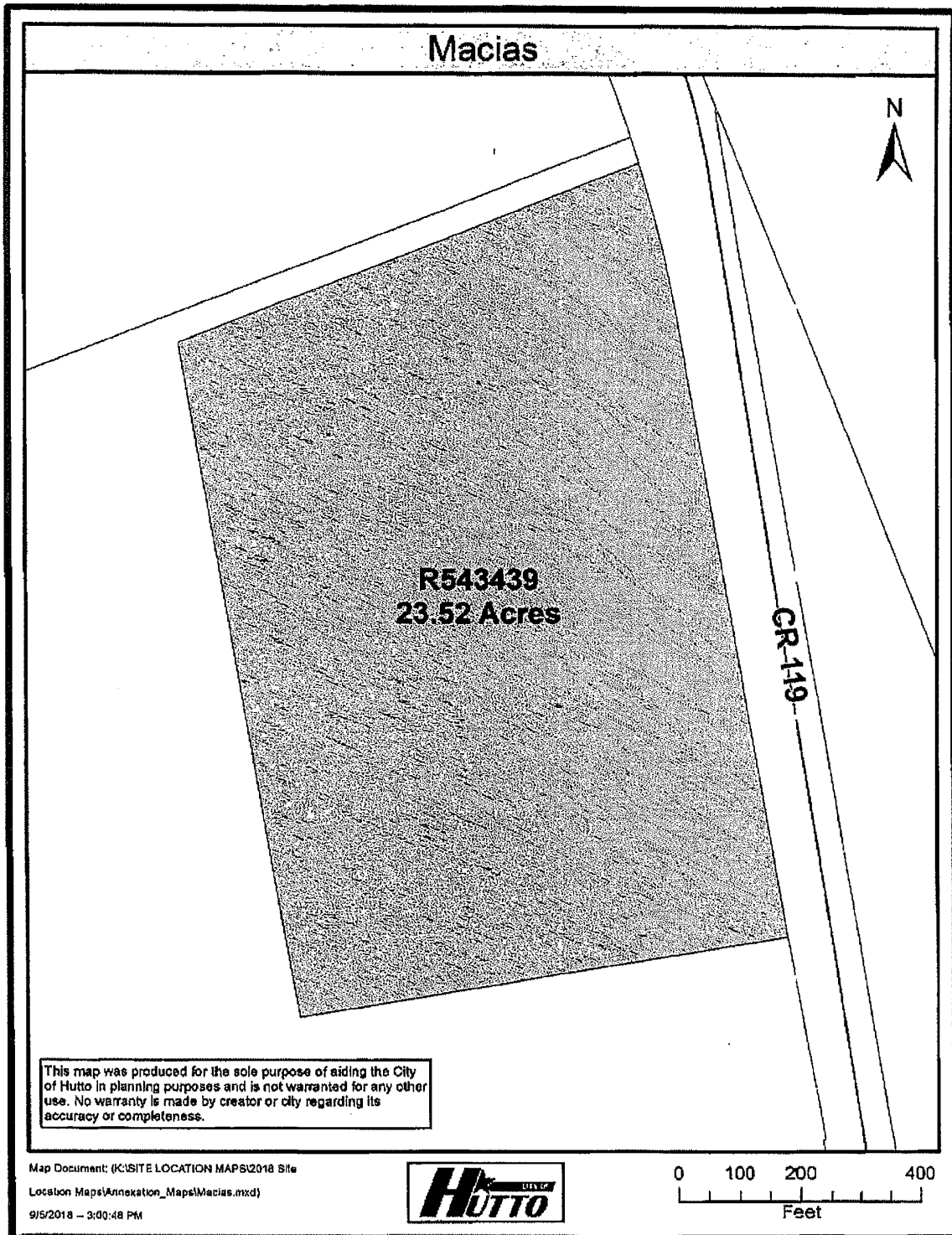
Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

MACIAS TRACT (R543439):

23.52 ACRES BEING A PORTION OF A CALLED 99.918 ACRES OF LAND MORE OR LESS, SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED NOVEMBER 30, 2015 AND RECORDED AS DOCUMENT NO. 2015107741, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

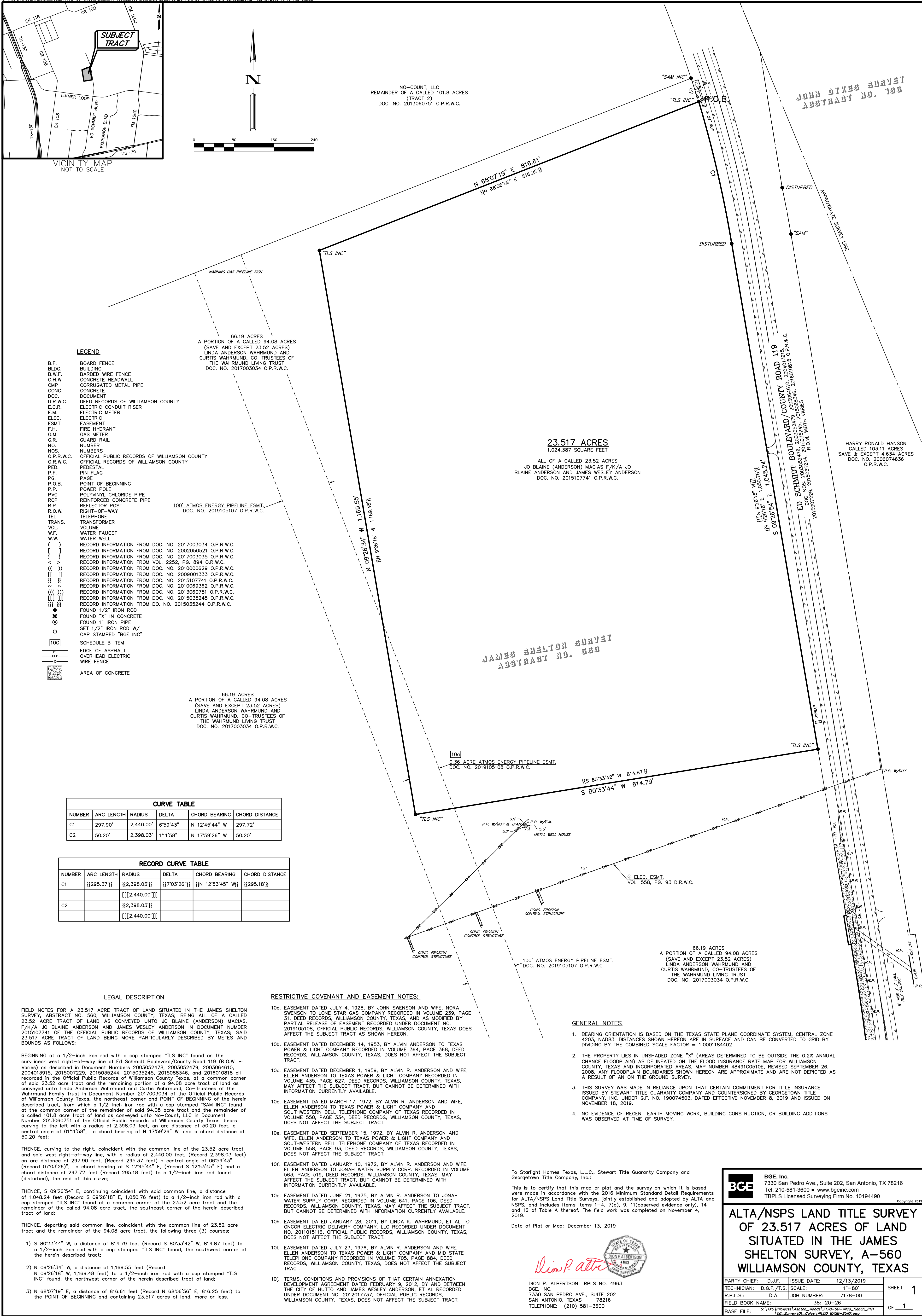
2019085236

Pages: 9 Fee: \$49.00
09/10/2019 04:16 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



LEGAL DESCRIPTION

FIELD NOTES FOR A 23.517 ACRE TRACT OF LAND SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 23.52 ACRE TRACT OF LAND AS CONVEYED UNTO JO BLAINE (ANDERSON) MACIAS, F/K/A JO BLAINE ANDERSON AND JAMES WESLEY ANDERSON IN DOCUMENT NUMBER 2015107741 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 23.517 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "TLS INC" found on the curvilinear west right-of-way line of Ed Schmidt Boulevard/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003052478, 2003052479, 2003064610, 2004013915, 2015007229, 2015035244, 2015035245, 2015088346, and 2016010818 all recorded in the Official Public Records of Williamson County Texas, at a common corner of said 23.52 acre tract and the remaining portion of a 94.08 acre tract of land as conveyed unto Linda Anderson Wahrmund and Curtis Wahrmund, Co-Trustees of the Wahrmund Family Trust in Document Number 2017003034 of the Official Public Records of Williamson County Texas, the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "SAM INC" found at the common corner of the remainder of said 94.08 acre tract and the remainder of a called 101.8 acre tract of land as conveyed unto No-Count, LLC in Document Number 2013060751 of the Official Public Records of Williamson County Texas, bears curving to the left with a radius of 2,398.03 feet, an arc distance of 50.20 feet, a central angle of 01°11'58", a chord bearing of N 17°59'26" W, and a chord distance of 50.20 feet;

THENCE, curving to the right, coincident with the common line of the 23.52 acre tract and said west right-of-way line, with a radius of 2,440.00 feet, (Record 2,398.03 feet) an arc distance of 297.90 feet, (Record 295.37 feet) a central angle of 06°59'43" (Record 07°03'26)", a chord bearing of S 12°45'44" E, (Record S 12°53'45" E) and a chord distance of 297.72 feet (Record 295.18 feet) to a 1/2-inch iron rod found (disturbed), the end of this curve;

THENCE, S 09°26'54" E, continuing coincident with said common line, a distance of 1,048.24 feet (Record S 09°26'18" E, 1,050.76 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at a common corner of the 23.52 acre tract and the remainder of the called 94.08 acre tract, the southeast corner of the herein described tract of land;

THENCE, departing said common line, coincident with the common line of 23.52 acre tract and the remainder of the 94.08 acre tract, the following three (3) courses;

- 1) S 80°33'44" W, a distance of 814.79 feet (Record S 80°33'42" W, 814.87 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found, the southwest corner of the herein described tract;
- 2) N 09°26'34" W, a distance of 1,169.55 feet (Record N 09°26'18" W, 1,169.48 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found, the northwest corner of the herein described tract of land;
- 3) N 68°07'19" E, a distance of 816.61 feet (Record N 68°06'56" E, 816.25 feet) to the **POINT OF BEGINNING** and containing 23.517 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

Dion P. Albertson

Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

12/13/19

Date



Client: Ashton Woods
Date: December 13, 2019
Job No: 7178-00

LEGAL DESCRIPTION

FIELD NOTES FOR A 66.192 ACRE TRACT OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, AND THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS; BEING A REMAINDER OF A CALLED 94.08 ACRE TRACT OF LAND AS CONVEYED UNTO LINDA ANDERSON WAHRMUND AND CURTIS WAHRMUND, CO-TRUSTEES OF THE WAHRMUND LIVING TRUST IN DOCUMENT NUMBER 2017003034 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 66.192 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 16.20 acre tract of land as conveyed unto Wehring Family Investments, LP in Document Number 2010069362 of the Official Public Records of Williamson County Texas, at the southwest corner of the remainder of a called 101.8 acre tract of land as conveyed unto No-Count, LLC in Document Number 2013060751 of the Official Public Records of Williamson County, Texas, the northwest corner of the remainder of said 94.08 acre tract and POINT OF BEGINNING and northwest corner of the herein described tract of land;

THENCE, N 68°06'58" E, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 101.8 acre tract, a distance of 1,869.41 feet (Record N 68°06'56" E, 1,869.72 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found on the curvilinear west right-of-way line of Ed Schmidt Boulevard/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003062478, 2003052479, 2003064610, 2014013915, 2015007229, 2015035244, 2015035245, 2015088346, and 2016010816 all recorded in the Official Public Records of Williamson County Texas, at the southeast corner of the remainder of the 101.8 acre tract, the beginning of a non-tangent curve and the northeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, curving to the right, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, with a radius of 2,398.03 feet, an arc distance of 50.20 feet, a central angle of 01°11'58", a chord bearing of S 17°59'28" E, and a chord distance of 50.20 feet to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northeast corner of a called 23.52 acre tract of land as conveyed unto Jo Blaine (Anderson) Macias F/K/A Jo Blaine Anderson and James Wesley Anderson in Document Number 2015107741 of the Official Public Records of Williamson County Texas, the end of this curve and an easterly corner of the herein described tract of land;

THENCE, departing said west right-of-way line, coincident with the lines of said 23.52 acre tract, the following three (3) courses;

- 1) S 68°07'19" W, a distance of 816.61 feet (Record S 68°06'56" W, 816.25 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the northwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 2) S 09°26'34" E, a distance of 1,169.55 feet (Record S 09°26'18" E, 1,169.48 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found at the southwest corner of the 23.52 acre tract, a re-entrant corner of the herein described tract of land;
- 3) N 80°33'44" E, a distance of 814.79 feet (Record N 80°33'42" E, 814.87 feet) to a 1/2-inch iron rod with a cap stamped "TLS INC" found on the aforementioned west right-of-way line of Ed Schmidt Boulevard/County Road 119, and the east line of the remainder of the 94.08 acre tract at the southeast corner of the 23.52 acre tract, and an easterly corner of the herein described tract of land;

THENCE, in a southerly direction, coincident with the common line of the remainder of the 94.08 acre tract and said west right-of-way line, the following six (6) courses;

- 1) S 09°26'48" E, a distance of 344.85 feet (Record S 09°26'18" E) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) S 79°11'25" W, a distance of 4.82 feet (Record S 80°33'42" W, 5.00 feet) to a 1/2-inch iron rod found, at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 08°59'24" E, a distance of 59.71 feet (Record S 09°26'18" E, 60.00 feet) to a 1/2-inch iron rod with a cap stamped "SAM INC" found (Disturbed), at a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 4) N 81°15'32" E, a distance of 5.32 feet (Record N 80°33'42" E, 5.00 feet) to an "X" in concrete found, at a corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 5) S 09°21'15" E, a distance of 61.69 feet (Record S 09°26'18" E, 62.48 feet) to an "X" in concrete found, at the beginning of a non-tangent curve of the remainder of the 94.08 acre tract and the herein described tract of land;
- 6) Curving to the right, with a radius of 2,840.73 feet, an arc distance of 657.14 feet, (Record 657.02 feet) a central angle of 13°15'15", (Record bearing of S 02°48'47" E, and a chord distance of 655.68 feet (Record S 02°48'42" E, 655.56 feet) to an "X" in concrete found at the northeast corner of a remainder of a called 1.00 acre tract of land as conveyed unto Kimberly Gail Dugger in Document Number 2002050521 of the Official Public Records of Williamson County, Texas, the end of this curve, a southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 81°26'53" W, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said Dugger 1.00 acre tract, a distance of 170.92 feet (Record N 81°28'10" W, 170.99 feet) to 1/2-inch iron rod with a cap stamped "TLS" found at the northwest corner of the remainder of the 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, S 08°40'42" W, continuing coincident with said common line, a distance of 221.22 feet (Record S 08°39'20" W, 221.30 feet) to a 1/2-inch iron rod with an unreadable cap found on the north line of a remainder of a called 2 acre tract of land as conveyed unto Linda Anderson Wahrmund and Curtis Wahrmund, Co-Trustees of the Wahrmund Living Trust in Document Number 2017003035 of the Official Public Records of Williamson County Texas, at the most southerly southeast corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°33'05" W, coincident with the common line of the remainder of the 94.08 acre tract and the remainder of said 2 acre tract, a distance of 92.39 feet (Record N 82°45'58" W, 91.98 feet) to a 1-inch pipe found at the northwest corner of the remainder of the 2 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, N 83°31'15" W, over and across the remainder of the 94.08 acre tract, a distance of 420.59 feet to 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of a called 1.00 acre tract of land conveyed unto Kenneth A. Wahrmund in Volume 2252, Page 894 of the Official Records of Williamson County Texas, a re-entrant corner of the remainder of the 94.08 acre tract and an angle point of the herein described tract of land;

THENCE, N 82°48'23" W, coincident with the common line of the remainder of the 94.08 acre tract and said Wahrmund 1.00 acre tract, a distance of 150.04 feet (Record N 82°48'38" W, 150.00 feet) to a 1/2-inch iron rod found at the northwest corner of the Wahrmund 1.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract, and angle point of the herein described tract of land;

THENCE, N 82°48'36" W, over and across the remainder of the 94.08 acre tract, a distance of 228.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of a called 3.00 acre tract of land conveyed unto Kenneth A Wahrmund in Document Number 2010000629 of the Official Public Records of Williamson County Texas, and the remainder of the 94.08 acre tract, a southerly corner of the herein described tract of land;

THENCE, coincident with the common line of the remainder of the 94.08 acre tract and said 3.00 acre tract, the following three (3) courses;

- 1) N 07°11'24" E, a distance of 277.82 feet to a 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 2) N 82°44'51" W, a distance of 230.05 feet (Record N 82°48'39" W, 230.00 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found (Disturbed) at the northwest corner of the 3.00 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;
- 3) S 07°10'57" W, a distance of 570.45 feet (Record S 07°11'21" W, 570.23 feet) to a 1/2-inch iron rod with a cap stamped "TLS" found on the north right-of-way line of Limmer Loop/County Road 119 (R.O.W. ~ Varies) as described in Document Numbers 2003064887, 2006043487, and 2006085468 of the Official Public Records of Williamson County, Texas, at the southwest corner of the 3.00 acre tract, a southerly corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°49'59" W, coincident with the common line of the remainder of the 94.08 acre tract and said north right-of-way line, a distance of 156.58 feet (Record S 82°48'59" W, 156.44 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the southeast corner of a called 1.45 acre tract of land as conveyed unto Rejania Anderson in Document Number 2009001333 of the Official Public Records of Williamson County, Texas, the southerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 05°42'19" E, coincident with the common line of the remainder of the 94.08 tract and said 1.45 acre tract a distance of 274.86 feet (Record N 05°42'25" E, 274.92 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found at the northeast corner of the 1.45 acre tract, a re-entrant corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 82°35'58" W, continuing coincident with said common line, a distance of 229.89 feet (Record N 82°35'59" W, 229.90 feet) to a 1/2-inch iron rod with a cap stamped "CCC 4835" found on the east line of the aforementioned called 16.20 acre tract of land at the northwest corner of the 1.45 acre tract, the westerly southwest corner of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 05°43'24" E, coincident with the common line of the remainder of the 94.08 acre tract and said 16.20 acre tract, a distance of 556.24 feet (Record N 05°44'34" E, 556.38 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°20'33" W, continuing coincident with said common line a distance of 209.24 feet (Record N 19°24'31" W, 209.13 feet) to a 1/2-inch iron rod found at an angle point of the 16.20 acre tract, an angle point of the remainder of the 94.08 acre tract and the herein described tract of land;

THENCE, N 19°23'08" W, continuing coincident with said common line, a distance of 1,128.58 feet (Record N 19°23'08" W, 1,128.45 feet) to the POINT OF BEGINNING and containing 66.192 acres of land, more or less.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10A. EASEMENT DATED JULY 4, 1928, BY JOHN SWENSON AND WIFE, NORA SWENSON TO LONE STAR GAS COMPANY RECORDED IN VOLUME 239, PAGE 31, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND PARTIAL RELEASE OF EASEMENT AND RESTRICTIVE COVENANTS DATED OCTOBER 29, 2019, RECORDED UNDER DOCUMENT NO. 2019105107, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10B. EASEMENT DATED DECEMBER 14, 1953, BY ALVIN R. ANDERSON TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 394, PAGE 368, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10C. EASEMENT DATED DECEMBER 1, 1959, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 435, PAGE 627, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10D. EASEMENT DATED MARCH 17, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS RECORDED IN VOLUME 550, PAGE 334, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10E. EASEMENT DATED SEPTEMBER 15, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS RECORDED IN VOLUME 558, PAGE 93, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10F. EASEMENT DATED JANUARY 10, 1972, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 519, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10G. EASEMENT DATED JUNE 21, 1975, BY ALVIN R. ANDERSON TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 641, PAGE 106, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.
- 10H. EASEMENT DATED JANUARY 28, 2011, BY LINDA K. WAHRMUND, ET AL TO ONCOR ELECTRIC DELIVERY COMPANY, LLC RECORDED UNDER DOCUMENT NO. 2010101516, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10I. EASEMENT DATED JULY 23, 1976, BY ALVIN R. ANDERSON AND WIFE, ELLEN ANDERSON TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY RECORDED IN VOLUME 705, PAGE 884, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10J. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ANNEXATION DEVELOPMENT AGREEMENT DATED FEBRUARY 9, 2012, BY AND BETWEEN THE CITY OF HUTTO AND JAMES WESLEY ANDERSON, ET AL RECORDED UNDER DOCUMENT NO. 201607737, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

LEGEND

B.F.	BOARD FENCE
B.D.G.	BUILDING
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.M.	GAS METER
G.R.	GUARD RAIL
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.F.	PIN FLAG
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.F.	WATER FAUCET
W.W.	WATER WELL
()	RECORD INFORMATION FROM DOC. NO. 2017003034 O.P.R.W.C.
[]	RECORD INFORMATION FROM DOC. NO. 2002050521 O.P.R.W.C.
{ }	RECORD INFORMATION FROM DOC. NO. 2017003035 O.P.R.W.C.
< >	RECORD INFORMATION FROM VOL. 2252, PG. 894 O.R.W.C.
(())	RECORD INFORMATION FROM DOC. NO. 2010000629 O.P.R.W.C.
[()]	RECORD INFORMATION FROM DOC. NO. 2009001333 O.P.R.W.C.
{ () }	RECORD INFORMATION FROM DOC. NO. 2015107741 O.P.R.W.C.
~ ~	RECORD INFORMATION FROM DOC. NO. 2010069362 O.P.R.W.C.
(()))	RECORD INFORMATION FROM DOC. NO. 2013060751 O.P.R.W.C.
{ (() }	RECORD INFORMATION FROM DOC. NO. 2015035245 O.P.R.W.C.
{ ((() }	RECORD INFORMATION FROM DO. NO. 2015035244 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
✕	FOUND "X" IN CONCRETE
○	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD W/ CAP STAMPED "BGE INC"
[100]	SCHEDULE B ITEM
—	EDGE OF ASPHALT
—	OVERHEAD ELECTRIC
—	WIRE FENCE
■	AREA OF GRAVEL
■	AREA OF CONCRETE

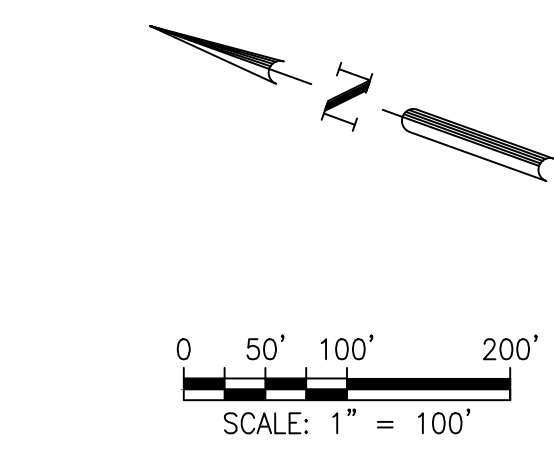
BGE, Inc. 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216 Tel: 210-581-3600 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10194490	
Copyright 2019	
ALTA/NSPS LAND TITLE SURVEY OF 66.192 ACRES OF LAND SITUATED IN THE MARTIN STROUSE SURVEY, A-587, THE JAMES SHELTON SURVEY, A-560 & THE NATHANIEL EDWARDS SURVEY, A-225 WILLIAMSON COUNTY, TEXAS	
PARTY CHIEF: D.J.F.	ISSUE DATE: 11/05/2019
TECHNICIAN: D.G.F.	SCALE: 1"=100'
R.P.L.S.: D.A.	JOB NUMBER: 7178-00
FIELD BOOK NAME:	38: 20-26
BASE FILE:	6:1702\Projects\Lepton_Woods\17176-00-Wico_Ranch_Plot\06_Survey\04_Finals\ME-02-BASE-Survey
SHEET 2	
OF <u>2</u>	

WILCO RANCH

CONCEPT PLAN



KEY MAPS



- ### LEGEND
- | | |
|--|------------------------|
|  | PROPERTY BOUNDARY |
|  | PROPOSED RIGHT OF WAY |
|  | EXISTING MAJOR CONTOUR |
|  | EXISTING MINOR CONTOUR |
|  | ROAD CENTERLINE |
|  | PROPOSED LOT LINE |
| 28  | PROPOSED LOT NUMBER |
|  | PROPOSED EASEMENT |
|  | EXISTING EASEMENT |
|  | CITY LIMIT LINE |
|  | MAILBOX KIOSK |

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUNTSVILLE.
2. BUILDING SETBACK LINES SHALL CONFORM TO THE WILCO RANCH DEVELOPMENT AGREEMENT.
3. A 5' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
4. P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
6. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDE OF ALL STREETS WITHIN THE SUBDIVISION.
7. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BY BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
8. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER JONAH WATER SUD
WASTEWATER CITY OF HUNTO
ELECTRIC ONCOR
GAS ATMOS
9. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YR FLOODPLAIN AS DEFINED BY FEMA PANEL NO. 49491C0006 - DATE: 09-26-08 AND 49491C0016 - DATE: 09-26-08.
10. 100-YR FLOOD - DATE: 09-26-08 AND 49491C0016 - DATE: 09-26-08.
11. AMENITY AND OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
12. THIS SUBDIVISION WILL BE ZONED SF-1 RESTRICTED.
13. ALL LOTS IN THIS SUBDIVISION ARE VESTIGED TO SINGLE FAMILY RESIDENTIAL USE UNLESS OTHERWISE INDICATED.
14. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 65%.
15. NO SIGNIFICANT TREES WERE LOCATED WITHIN THE PROJECT BOUNDARY.
16. AN ARTERIAL FUTURE SHALL BE CONSTRUCTED PER UDS REQUIREMENTS.
17. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.

PHASING TABLE					
PHASE	AC.	40' LOTS	45' LOTS	SF LOTS	O.S. & D.E. LOTS
PH 1	15.630	80	0	80	2
PROPOSED	74.080	220	157	374	10
TOTAL	89.710	300	157	457	12

NUMBER OF BLOCKS = 16

STREET TABLE							
STREET NAME	ROW WIDTH	STREET WIDTH	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
BLACK BEAR DR	VARIABLE	VARIABLE	30	C&G	LOCAL	PUBLIC	1642
BLUEGILL DRIVE	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	596
GEMSBOK ROAD	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	2039
GRAY FOX LOOP	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	4163
MOUNFLON ROAD	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	500
PROMGHORN STREET	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	245
REDFISH LANE	VARIABLE	VARIABLE	30	C&G	LOCAL	PUBLIC	687
STREET L	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	554
STREET M	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	496
STREET N	60'-0"	40'-0"	30	C&G	LOCAL	PUBLIC	586
WATERBUCK COVE	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	253
WATERBUCK TRAIL	50'-0"	30'-0"	30	C&G	LOCAL	PUBLIC	1280
						(TOTAL LF)	13251
						(ROW AC)	15.02

WILCO RANCH
HUTTO, TEXAS

CONCEPT PLAN

SUBMITTAL DATE:	01-10-2020
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SHEET
1 OF 1

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DATE _____

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DESC

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RE

MH

DAZ

BGE

BGE, INC.

BGE, INC.
701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browning.com

OWNERS:
STARLIGHT HOMES TEXAS, LLC
10721 RESEARCH BLVD
SUITE B-210
AUSTIN, TX 78757

WMV LIMMER LOOP 23, LLC
3310 N. CAPITAL OF TEXAS HWY
SUITE 202
AUSTIN, TX 78746

ENGINEER:
BGE INC.
1701 DIRECTORS BLVD
SUITE 1000
AUSTIN, TEXAS 78744

SURVEYOR:
BGE INC.
1701 DIRECTORS BLVD
SUITE 1000
AUSTIN, TEXAS 78744

WASTEWATER:
CITY OF HUTTO
500 W. LIVE OAK STREET
HUTTO, TEXAS 78634
512-759-3479

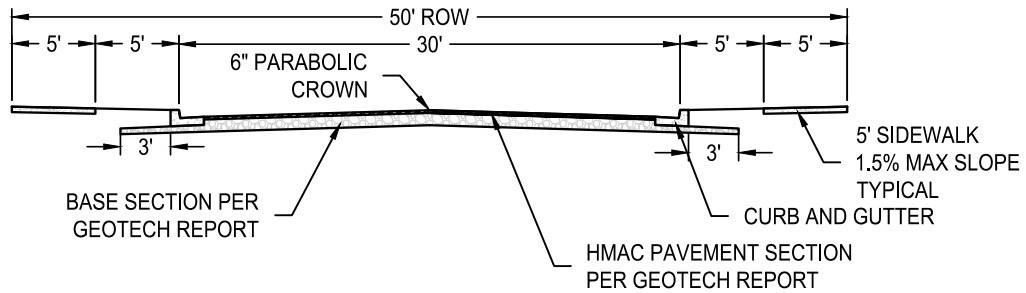
ELECTRIC SERVICE:
ONCOR
350 TEXAS AVENUE
ROUND ROCK, TEXAS 78664
512-244-5670

GAS SERVICE:
ATMOS ENERGY
512-415-8426

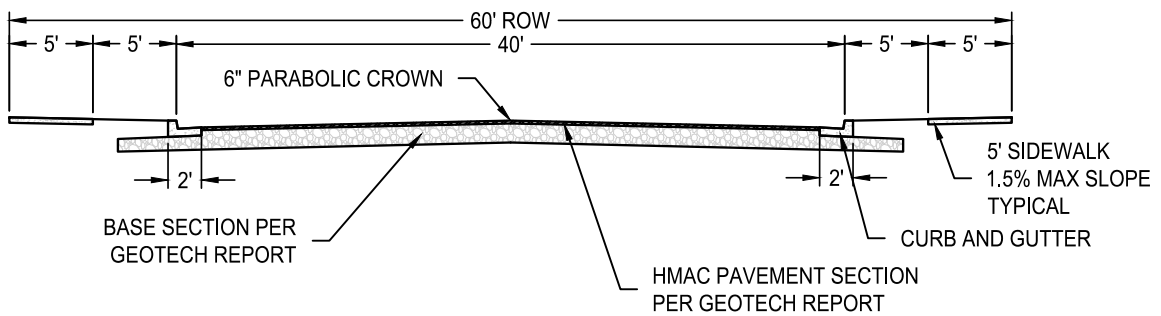
WATER
JONAH WATER SUD
4050 FM 1660
HUTTO, TX 78634
512-759-1286

TV CABLE SERVICE:
SPECTRUM BUSINESS
205-602-6792

FIRE DEPARTMENT:
WILLIAMSON COUNTY ESD #3
501 EXCHANGE BLVD.
HUTTO, TEXAS 78634
512-759-2616



LOCAL STREET CROSS SECTION
N.T.S.



COLLECTOR CROSS SECTION
N.T.S.

TYPICAL ROAD SECTION

**LIMMER LOOP
HUTTO, TX**



BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

Regular City Council
AGENDA ITEM
13.A.



To:

Subject: Consideration of and possible removal and appointments to City Boards, Commissions and Local Government Corporations. (Lacie Hale)

Meeting:

Department: City Secretary

Staff Contact: Lacie Hale, City Secretary

BACKGROUND INFORMATION:

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, 2019, new terms will expire on June 30, of the corresponding Council Member term. All current board and commission members have been assigned Place numbers to coincide with existing council members.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Not applicable.

ATTACHMENTS:

Boards and Commissions Master

Transition

Council Member Place 1	Scott Rose	May-20
Council Member Place 2	Tom Hines	May-21
Council Member Place 3	Mike Snyder	May-22
Council Member Place 4	Peter Gordon	May-20
Council Member Place 5	Patti Martinez	May-21
Council Member Place 6	Tanner Rose	May-22
Mayor (Place 7)	Doug Gaul	May-22

Last update: 1/7/2020

*All Boards and Commissions terms Realigned for appointment in June
Terms Run 7/1 to 6/30 unless otherwise indicated*

Planning & Zoning Commission							
Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber							
2 yr Terms Per Charter							
Liaison - Angel Kavanaugh x5973							
				Appointed	Term Ends		
Place 1	Davey	Robinson	Commissioner	September 20, 2018	June 20, 2020		
Place 2	Randal	Clark	Commissioner	December 6, 2018	June 20, 2020		
Place 3	Vacant		Member		June 30, 2021		
Place 4	Tony	Wertz	Vice-Chair	July 3, 2019	June 30, 2021		
Place 5	Richard	Hudson	Commissioner	August 2, 2018	June 20, 2020		
Place 6	Kyle	Lovinggood	Commissioner	August 1, 2019	June 30, 2021		
Place 7	Susanna	Boyer	Commissioner	August 1, 2019	June 30, 2021		
Parks Advisory Board							
Meets: 2nd Wednesday @ 7:00pm of each month in the City Council Chamber							
Liaison - Jeffrey White x5967							
				Appointed	Term Ends		
Place 1	Katie	Weiss	Member	September 20, 2018	June 30, 2020		
Place 2	Vacant		Member		June 30, 2021		
Place 3	Patrick	Donathan	Member	July 3, 2019	June 30, 2022		
Place 4	Liaga	Gasu	Member	June 20, 2019	June 30, 2020		
Place 5	Daniel	Thornton	Member	November 7, 2019	June 30, 2021		
Place 6	Rose	McMillin	Member	June 20, 2019	June 30, 2022		
Place 7	Perry	Savard	Acting Chair	June 20, 2019	June 30, 2022		
Library Advisory Board							
Meets: Quarterly @ 6:00pm of each month in the City Council Chamber							
Liaison - Lisa Riggs x4010							
				Appointed	Term Ends		
Place 1	Christina	Garza	Member	May 16, 2019	June 30, 2020		
Place 2	Dwight	Baker	Chair	September 20, 2018	June 30, 2021		
Place 3	Tara	Chappell	Vice Chair	July 3, 2019	June 30, 2022		
Place 4	Kathi	Shilling	Member	September 20, 2018	June 30, 2020		
Place 5	Havala	Merit	Member	May 16, 2019	June 30, 2021		
Place 6	David	Westbrook	Member	November 7, 2019	June 30, 2022		
Place 7	Vacant		Member		June 30, 2022		
Zoning Board of Adjustments							
Meets: 4th Wednesday @ 7:00pm of each month in the City Council Chamber							
Liaison - Ashby Grundman x5974							
				Appointed	Term Ends		
Place 1	Bryan	Dempsey	Member	January 17, 2019	June 30, 2020		
Place 2	Thomas	McGowan	Member	September 20, 2018	June 30, 2021		
Place 3	David	Meyer	Member	July 3, 2019	June 30, 2022		
Place 4	Wendell	Teltow	Member	June 20, 2019	June 30, 2020		
Place 5	Vacant		Member		June 30, 2021		
Place 6	Maureen	Rooker	Member	June 20, 2019	June 30, 2022		
Place 7	Randal	Clark	Member	September 19, 2019	June 19, 2019		

Historic Preservation Commission								
Meets: 4th Tuesday @ 6:00pm of each month in the City Council Chamber								
Liaison - John Byrum x5960								
					Appointed	Term Ends		
	Place 1	DeAnne	Worley	Commissioner	July 3, 2019	June 30, 2020		
	Place 2	Mary	Belton	Commissioner	August 2, 2018	June 30, 2021		
	Place 3	Curtis	Orton	Commissioner	September 20, 2018	June 30, 2022		
	Place 4	Robert	Lykins	Commissioner	September 20, 2018	June 30, 2020		
	Place 5	Vacant		Commissioner		June 30, 2021		
	Place 6	Travis	Allen	Commissioner	June 20, 2019	June 30, 2022		
	Place 7	Vacant		Commissioner		June 30, 2022		
Building and Standards Commission								
Meets: As Needed in the City Council Chamber								
Liaison - Tamera Baird x4037								
					Appointed	Term Ends		
	Place 1	Troy	Manella	Commissioner	January 3, 2019	June 30, 2020		
	Place 2	Olinda	Ramirez	Commissioner	September 20, 2018	June 30, 2021		
	Place 3	Kendrick	Whittington	Commissioner	August 2, 2018	June 30, 2022		
	Place 4	Bryan	Dempsey	Commissioner	June 20, 2019	June 30, 2020		
	Place 5	Tom	Brown	Commissioner	September 20, 2018	June 30, 2021		
	Place 6	Maureen	Rooker	Commissioner	June 20, 2019	June 30, 2022		
	Place 7	Richard	Hudson	Commissioner	June 20, 2019	June 30, 2022		
Ethics Review Commission								
Meets: As Needed in the City Council Chamber (at least once a year)								
Liaison - Lacie Hale x4839								
					Appointed	Term Ends		
	Place 1	Craig	Cargill	Member	September 20, 2018	June 30, 2020		
	Place 2	Lori	Brown-Duncan	Vice-Chair	September 20, 2018	June 30, 2021		
	Place 3	Bill	Kohl	Member	July 11, 2019	June 30, 2022		
	Place 4	Christopher	Adkins	Member	November 7, 2019	June 30, 2020		
	Place 5	Abel	Landin	Member	September 19, 2019	June 30, 2021		
	Place 6	April	Willis	Member	August 15, 2019	June 30, 2022		
	Place 7	Krvstal	Kinsev	Member	November 21, 2019	June 30, 2022		
Economic Development Corporation								
Meets: 1st Monday @ 6:30pm of each month in the City Council Chamber								
Liaison - Tim Jordan 4836								
					Appointed	Term Ends		
	Place 1	Vacant		Member		June 30, 2021		
	Place 2	James	Guzman	Member	June 20, 2019	June 30, 2021		
	Place 3	Dan	Thornton	Secretary	July 3, 2019	June 30, 2021		
	Place 4	Don	Carlson	Member	July 3, 2019	June 30, 2021		
	Place 5	Kevin	LaFrance	Member	July 3, 2019	June 30, 2021		
	Place 6	Henry	Gideon	Vice-Chair	June 20, 2019	June 30, 2021		
	Place 7	Steve	Harris	Chair	June 20, 2019	June 30, 2021		

Regular City Council
**AGENDA ITEM
13.B.**



To: Tony Host
Subject: Presentation on the Athletic Facilities Use Agreement with the City of Hutto and
Hutto Youth Baseball and Softball Association.
Regular City Council - 16 Jan 2020

Meeting:
Department: Parks and Recreation
Staff Contact: Jeffrey White

BACKGROUND INFORMATION:

Staff and Hutto Youth Baseball and Softball Association board members have mutually agreed upon the terms in the agreement.

FINANCIAL IMPACT:

Fees will be assessed to offset costs of maintenance and equipment for the fields

ATTACHMENTS:

**ATHLETIC FACILITIES USE AGREEMENT
BETWEEN
THE CITY OF HUTTO
AND
HUTTO YOUTH BASEBALL AND SOFTBALL ASSOCIATION**

This Athletic Facilities Use Agreement (the "Agreement") is entered into on this ____ day of _____ (the "Effective Date") between the City of Hutto, a home-rule municipal corporation in the state of Texas (herein called "City"), by and through its Parks and Recreation Department, and the Hutto Youth Baseball and Softball Association (herein called "Association"), individually referred to as "Party" or collectively the "Parties."

Recitals

WHEREAS, the City is a home-rule municipal corporation that has the authority under Local Government Code Chapter 282.003(a) to grant the use of the municipality's public grounds by ordinance; and

WHEREAS, the City passed Ordinance No. O-11-06-16-V2, which was adopted on June 6, 2011 (the "Parks and Recreation Ordinance") to allow youth sports associations and recreational programs to use public facilities provided and maintained by the City and establish contract terms and fees; and

WHEREAS, the Parks and Recreation Ordinance requires the City enter into a written contract agreement with the Association and that it contain specific terms; and

WHEREAS, the Association is a volunteer baseball and softball program that works with the City to provide baseball and softball programs to the City's youth; and

WHEREAS, the Association desires to enter into an agreement with the City to use its facilities for its youth baseball and softball programs for the year 2020.

NOW, THEREFORE in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree as follows:

Agreement:

1. **Incorporation of Recitals:** The recitals are hereby accepted as true and are incorporated and adopted as part of this Agreement.
2. **Purpose:** Sports associations use public athletic facilities that are provided and maintained by the City of Hutto. In return for the use of those facilities, the associations hereby agree to abide by the following standards, requirements, and policies established by the City of Hutto Parks and Recreation Department, with the understanding that failure to abide by these standards and policies could result in restriction of facility use or the cancellation of this Agreement.

3. **Nature of the Agreement:** The Association will sign this Agreement with the City specifying league management and sports guidelines, insurance requirements, budget and fiscal controls, concessions, field scheduling, and follow/adhere to the schedule of required documents and deadlines. **The Agreement will be signed prior to the Association advertising and conducting registration for a new season.** The Parks and Recreation Department reserves the right to not renew this agreement.
4. **Term:** The term of this Agreement shall be from January 1, 2020 – December 31, 2020.
5. **Annual Financial Reports:** The Association will be required to make a presentation annually to the Parks and Recreation Board outlining detailed financial reports and a general overview of the Association.
6. **Communication with the City:** The Association shall maintain a communication network with the City through the President of the Association for facility requests or needs.
7. **Repairs or Services to City Facilities Prohibited:** **No Association member or representative shall approve or authorize any repair or services to City facilities on behalf of the City. Any services rendered under these conditions shall be the financial responsibility of the association and may result in the cancellation of this agreement.**
8. **League Management and Sports Guidelines:**
 - a. The Association will submit its practice and game schedules as well as current (in-season) tournaments, camps or clinics, via email to pard@huttotx.gov at least three (3) weeks after registration. This will prevent double bookings and other scheduling conflicts. Failure to comply could result in a loss of fields.
 - b. All age groups, division or leagues, shall have equal access to available field use time, subject to this Agreement and schedule approved by the City Parks and Recreation Department. All-Stars or tournaments are subject to Tournament rental fees.
 - c. Any expansion or changes (such as post-season tournaments or All-Stars) in Association programming that may affect field preparation or league programming must be pre-approved by the Parks and Recreation Department. Written requests must be submitted at least fifteen (15) business days in advance to pard@huttotx.gov. Decisions will be based on the overall benefit to the participants.
 - d. The Association will adhere to all City Ordinances and policies that regulate the use of City athletic fields and facilities.
 - e. Each Association must provide an update on their non-profit IRS 501(c)(3) status. It must be in good standing with the IRS and other local, state, and federal agencies.
 - f. All park rules shall be adhered to at all times.
 - g. All Association coaches must have a current ID.
 - h. All Association players must be listed on a current team roster.

- i. The Association is responsible for trash/debris in and around athletic fields and facilities, parking lot and open spaces that are the direct cause of their play, practice, or games.
- j. The Association is responsible for ensuring that athletic fields and facilities lighting is operational; this responsibility applies only during periods of use for the pre-approved activity. Under no circumstance should field lights be on with no activity present.
- k. When offering youth sports for those under the age of eighteen (18), the Association must comply with the following:
 - i. Prior to opening day, the Association must implement a mandatory background check completed on all coaches by a reputable organization that is approved by the City. New coaches added at any time during the year must also undergo this background check. Background checks must be completed on each coach one time per year. The Association must email the City at pard@huttotx.gov a detailed list of coaches, when the background check was completed, and confirm that each coach utilized by the Association for this Agreement term has passed their background check.
 - ii. Under no circumstances will parents be used as umpires or officials unless they are affiliated with an insured umpire/official/referee organization. Scorekeepers and bookkeepers can be parents or adults over sixteen (16).
 - iii. All coaches, and necessary participating parents, must go through an approved coaches training program that is pre-approved by the City.
 - iv. All parents and spectators must watch a video series regarding appropriate behavior and decorum.
- l. The Association is responsible for ensuring there is no alcohol present on City property (Sec.18.02.002)
 - i. It shall be unlawful and considered a class C misdemeanor offense for anyone to consume intoxicating liquor or any alcoholic beverage, or possess an open container of intoxicating liquor or alcoholic beverage, in all designated parking areas, or within twenty-five (25) feet of either side of any roadway, within the boundaries of the City-owned public parks located within the City limits.
 - ii. Alcohol is prohibited at any and all organized youth sports activities or programs within City park property. Any event that wishes to sell alcohol at an event using public park facilities must meet any and all required state alcoholic beverage commission requirements as set by the city special event request form required by the City's police department.
- m. Any and all signage (banners, flyers, menu boards, etc.) temporary or permanently mounted at the City fields, fences, or inside the area must be approved by the Parks and Recreation Department.

9. **Fee Requirements:**

- a. The Association shall pay fees to help recover a portion of the operations costs of providing and maintaining athletic fields and facilities, including reimbursing the City for all electric costs during the months that the Association's programs are in session.
- b. The Association will pay a fee to use concessions. The rental of Holmstrom field does not secure the Holmstrom concession rental.
- c. Field preparation (stripping, dragging and chalking) will take place prior to the start of the first scheduled game for that day. The City of Hutto will cover this cost. Additional field preparation will be at the costs of the Association.
- d. All fees are for each season. Fees are due to the City within fifteen (15) business days of the conclusion of the season. Failure to pay fees in a timely manner may result in loss of field privileges.

Association Fees

Light Fee	\$20 per hour
Non-Resident Fee	\$5 per player, per season

Out of Season Tournaments Field Rental Fees (Mager and/or Holmstrom)

Field Rental	\$25 per hour
Light Rental	\$25 per hour
Deposit	Waived

Concessions Fees (Mager and/or Holmstrom)

Rental fee (Weekend)	\$50 per day
Rental fee (Weekday)	\$15 per day
PARD Staff (if necessary)	\$25 per hour
Deposit	\$500 refundable per season

Additional Field Maintenance Fees

Re-Chalking	\$25 per field
Re-Dragging	\$20 per field

Key Fees (if needed)

Deposit	\$300.00 refundable per season
Fees	Waived

- e. The Association may not charge any fees without prior approval of the City for any event. Each event will be considered separately. Users shall not sub-lease facilities or collect fees from any other use without prior permission. (Example: independent tournaments, inter-league scheduling, etc.)
- f. Potential sponsors and sponsorships must be appropriate for minor and youth sports participants. The City reserves the right to deny a sponsor if they are not deemed appropriate.
- g. Requests to sell items or have vendors sell items on City property must be pre-approved by the Parks and Recreation Department.

10. **Insurance Requirements:**

- a. Individual players, participants or spectators are not covered by any insurance policy held by the City of Hutto.
- b. The Association shall carry commercial general liability insurance with a minimum coverage of \$1 million for each occurrence, with at least \$1 million aggregate. The City of Hutto shall also be listed as an additional insured on the policies. Insurance policies that do not meet these requirements will be forwarded to the City's Legal Department for review. Acceptance is in the City's sole discretion. **Proof of insurance must be submitted by January 31st of each year.**
- c. Glass breakage or other damage to vehicles on right-of-ways or in parking lots are not subject to coverage under the City's insurance policy. Theft, vandalism, or damage to personal vehicles parked on the park property is not subject to any coverage by the City of Hutto and **the City shall be released, indemnified and held harmless from such incidents.** It is recommended that participants and spectators carry their own auto insurance and lock their vehicles during events at City facilities.
- d. Theft or loss of property/damage to equipment and supplies caused by inclement weather or any other means is not the responsibility of the City of Hutto. **All participants release, indemnify and hold the City harmless from and against any damages from such incidents.** This includes all items stored in concession facilities, meeting rooms and storage areas.
- e. **THE CITY'S PARKS AND ALL FACILITIES ARE ACKNOWLEDGED BY THE ASSOCIATION TO BE ACCEPTED IN AN "AS IS" AND "WHERE IS" CONDITION AND NO REPRESENTATIONS OR WARRANTIES AS TO FITNESS, SAFETY, HABITABILITY OR SUITABILITY ARE MADE BY THE CITY, SAID REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE CITY DOES NOT GUARANTY OR WARRANT THAT THE PARK, THE FACILITIES, THE SERVICES TO BE PROVIDED BY THE CITY, OR LIGHTING FACILITIES OR OTHER EQUIPMENT WILL BE APPROPRIATE, EFFECTIVE OR USEABLE BY THE ASSOCIATION. THE CITY SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY FAILURE TO FURNISH OR MAKE AVAILABLE ANY FACILITY, SERVICE OR EQUIPMENT.**
- f. **THE ASSOCIATION ACKNOWLEDGES THAT ITS ACTIVITIES AND ITS INTENDED USE OF CITY FACILITIES CARRY INHERENT RISKS AND MAY RESULT IN INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. THE ASSOCIATION SHALL INSPECT ALL FIELDS AND FACILITIES PRIOR TO ANY USE AND ASSUMES ANY DAMAGE OR LOSS ARISING FROM THE ASSOCIATION'S NEGLIGENCE. THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, INJURIES, AND LOSSES IN ANY WAY ARISING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE ASSOCIATION.**

11. **Budget and Fiscal Controls:**

- a. The Association will submit within thirty (30) days after each season ends, copies of a detailed financial report, including all final participation numbers (resident and non-resident). If the Association conducts a spring, summer and fall season, the Association should submit a seasonal financial

statement with an amended annual statement at the conclusion of all seasons. The report should include a cash flow report showing income, expenses and all fund balances for all league play and any tournament, clinics or camps. An audit may be performed by the City of Hutto and the Association shall make its books and records available to the City on reasonable request.

- b. To assure fiscal control, the Association will:
 - i. Use a checking account. No cash reimbursements above \$25.00 shall be made to any individual or organizations. All cash reimbursements must be accompanied by a receipt.
 - ii. Keep all canceled checks and records in compliance with non-profit status
 - iii. Submit documentation that verifies valid non-profit or IRS 501(c) (3) status.
 - iv. A separate line item for the payment of officials must be included within the financial reports.
 - v. Immediately notify Hutto Parks and Recreation Department at pard@huttotx.gov, of any financial difficulty.
 - vi. Association must submit a written Cash Handling policy by January 31st of each year.
 - vii. Association must use best practices for records and storage retention.
- c. The City reserves the right to inspect the Association's financial records at any time. All financial documents must be provided within twenty-four (24) hours of a written request from the City of Hutto. It will be the Association's responsibility to provide all requested items.

12. Concessions:

- a. Associations may operate concession stands under the following guidelines:
 - i. Under this Agreement, the Association is responsible for operations of the concession stands.
 - ii. The Association must pick up litter/trash in the area of its facility each game day. This includes the breakdown of all boxes. Non-compliance with concession and litter collection will result in the forfeiture of concession privileges by the association.
 - iii. Associations may not sub-contract the concession facility to a third party.
 - iv. Sales of goods (such as opening and closing day events, camps and fundraising events) on City property should be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between the Association and a third party.
 - v. The City will need to see a menu list complete with anticipated pricing.
 - vi. Any other sales of concessions not identified in this Agreement must comply with and pay fees as required under the current City ordinances.
- b. The Association must follow local, state, and federal laws regarding food preparation including the following:
 - i. The Association is required to have a Certified Food Manager that is assigned supervisory duties and responsibilities at its sole expense.

1. The food manager certification is obtained by passing a Department of State Health Services (DSHS) approved certified food manager certification examination.
 2. The food examination may be taken at any licensed training program, test site, online exam, or national exam provider.
 3. Certification is valid for five years.
 4. The food manager cannot be associated with any other restaurants or food service locations.
 5. Food Manager Certification must be posted inside concessions.
 6. Copies of permits must be emailed to pard@huttotx.gov.
- ii. The Association is required to obtain the necessary permits and inspections from the City and Williamson County Health Department at its sole expense.
 - iii. The Association is required for all volunteers or paid staff to obtain a Food Handlers permit at its sole expense.
 1. This must be obtained through a State of Texas approved vendor.
 2. All employees who work with unpackaged food, food equipment or utensils or food-contact surfaces must be Food Handler Certified.
 3. Certification is valid for two years after completion.
 4. The food establishment shall maintain on-premises a certificate of completion of the food handler training course for each food employee under §228.33 relating to Certified Food Protection Manager and Food Handler Requirements.
 5. The format of this documentation can be hard copy or electronic but must be onsite, accessible and available upon request by a regulatory authority.
 6. Copies of food handler permits must be emailed to pard@huttotx.gov.
 - c. The Association must contact the Parks and Recreation Department at pard@huttotx.gov to confirm reservations of concession stands. Mager concessions will be available on game dates. The rental of the Holmstrom field does not secure the Holmstrom concession rental.

13. Scheduling – Status of Playing Conditions:

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maintenance, upkeep, and renovation. Any exception must be approved in writing by the Director of Parks and Recreation.

- d. Field preparation requests **must** be submitted to pard@huttotx.gov a minimum of 10 business days before the start of the season.
- e. The City must be immediately notified at pard@huttotx.gov of any proposed game cancellations. The City has the absolute authority to close the parks and facilities in the event of inclement weather, wet grounds, man-made issues, or any other “act of nature” that causes questionable playing conditions.
- f. Make-up games must be submitted to pard@huttotx.gov at least 5 business days before any games.
- g. City parks and fields close at 11:00 p.m. as set by City ordinance. Any formal exemptions can be made at least 7 business days in advance. Please email the reasoning and justification to pard@huttotx.gov.

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- a. The Association may not make any permanent improvements without the written approval of the City. Permanent improvements will be subject to City inspection and must meet City codes.
- b. Field maintenance will be done by the City. The Association will pay the City to perform this service.
- c. The Association is required to report any broken, damaged, or unsafe items via pard@huttotx.gov.
- d. The Association shall pick up all trash on and between all playing fields, dugouts, restrooms, bleacher areas, and parking areas (where applicable/within reason) and disposed into trash receptacles on the scheduled game and practice days.
- e. Scheduled game times begin no earlier than 8:00 a.m. and conclude no later than 11:00 p.m.
- f. The City is not obligated to provide storage or meeting space for associations or organizations. Any City property storage area that is made available to user groups shall be maintained in a clean and orderly manner or the user’s privileges will be revoked. Any additional storage areas that are needed must be pre-approved and comply with the City of Hutto building and permit standards.

15. Field Allocations:

- a. The Parks and Recreation Department has approved the following field assignments:

Hutto Youth Baseball and Softball Association - Use of the youth baseball, softball, T-ball at Mager Field, Creekside Field, and Holmstrom.

Field allocations remain in effect throughout the contract period subject to any changes made by the City.

- b. The City reserves the right to offer the fields for reservations when not in use by the Association.

16. Tournaments, Clinics, Camps, and Special Events:

- a. Tournaments must be approved in writing by the City and cannot be scheduled on the date of a City of Hutto Special Event unless otherwise approved.
- b. Requests for use of City facilities/fields for tournaments and special events must be made in writing at least six (6) weeks in advance. Tournaments and special events must not be planned in advance until the Association receives written approval from the City.
- c. Out of season or All-Star Tournaments may only be scheduled within the allowable dates according to this contractual Agreement. The Association will be charged \$25.00 for each team participating in the tournament.
- d. Gate fees may not be charged for entry into any public park without the written consent of the Parks and Recreation Department.

17. Revocation of Contract:

- a. Enforcement of this Agreement will be implemented through periodic monitoring by the Parks and Recreation Department.
- b. Failure to comply with all of the provisions set forth in this Agreement may result in this Agreement being immediately revoked without notice by the City and all privileges set forth being eliminated.
- c. Reapplication for use of City facilities may be presented to the City and Parks and Recreation Advisory Board the following season.

18. Schedule of Required Documents and Deadlines:

The list below summarizes all required documentation that must be presented to the City of Hutto Parks and Recreation Department. All forms are to be submitted to the Parks and Recreation Department at the following address:

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500 West Live Oak Street
Hutto, TX 78634

OR pard@huttotx.gov

If required documents are not timely or properly submitted, the City of Hutto reserves the right to terminate this agreement including field prep, concession privileges, and field lights. If the City terminates this Agreement, the Association will forfeit all rights of use of all athletic fields and facilities, concession privileges and field lights.

Section	Documents Required	Due Date
1	List of coaches and completed background checks	Before first game of each season
1	Documentation of the coach's training/certification completed	Before first game of each season
1	Documentation of the parents training program completed	Before first game of each season

3	Copy of Insurance as described	January 31
4	Detailed financial reports as described	30 days at the end of each season
4	Cash handling policy	January 31
5	Copies of Food Manager certification(s)	Before first game of each season
5	Copies of Food Handler permit(s)	Before first game of each season
5	Copy of menu list	Before first game of each season
6	Additional field preparation requests as described	10 business days' notice before the start of the season

19. City-Owned Field Maintenance Agreement:

- a. The City will maintain the infields, fencing, grass, and lighting.
- b. The City will paint field lines on the grass when deemed necessary.
- c. The City will prepare and maintain the restrooms in a safe and sanitary condition.
- d. The Association is not permitted to perform any field repairs, dragging, or other maintenance. If additional maintenance is required, the Association must pay a fee of \$25 per hour per Groundskeeper needed.
- e. The Association will prohibit its coaches and players from hitting softballs/baseballs into any Ballfield fences unless it occurs in the natural course of a game. Failure to enforce this policy may result in the Association incurring costs associated with the repairs of the fencing or termination of this agreement.
- f. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league games, scheduled tournaments, special events and make-up games approved by the City.
- g. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.
- h. The Association is responsible for ensuring that athletic fields and facilities lighting is operational only during periods of use under this Agreement. Under no circumstance should field lights be on with no activity present.
- i. Failure to comply could result in the cancellation of this Agreement and/or a charge-back of costs to the Association.

20. Field/Facility Inspection and Closure Agreement:

- a. The City will close the fields/facilities under the following conditions:
 - i. A City-sponsored event is scheduled.
 - ii. The fields need to be rested due to usage.
 - iii. The athletic fields and facilities are too wet and unplayable for games.

- iv. The athletic fields and facilities need to be closed in the interest of participant safety and/or preservation of the playing surfaces.

21. **Procedures for Athletic Fields and Facilities Closure:**

- a. The primary responsibility to determine athletic fields and facilities closure decision shall rest with the City.
- b. The appropriate Association contact has the responsibility to inform the Association and participants concerning field closure decisions and will also render a final game-day decision on the weekends when necessary.
- c. The City will inspect the athletic fields and facilities by 3:00 p.m. on the game and/or practice day.
- d. The City will render a decision based upon field conditions and/or the weather.
- e. The decision of the City will be final.
- f. If inclement weather becomes a factor after 3:00 p.m. the umpires and/or Association officials shall follow the same guidelines for deciding cancellation or postponement.

22. **Limitations of Liability:** Under no circumstances will the City be liable for any claim, loss, damage, or injury, whether to persons or property, in connection with the use of City parks or facilities or in any way arising from this Agreement. An Association's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.

23. **Contact Information:** The following person is designated as the Association's contact person, who is to serve as the Association's primary point of contact. This person's phone number and address must be current at all times throughout this agreement. This contact person or information may be changed by the Association only by written notice to the City.

Name: _____

Phone Number: _____

Email: _____

24. **Agreement Approval:** The person executing this Agreement on behalf of the Association, or representing themselves as executing the Agreement on behalf of the Association warrants that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking of this Agreement.

25. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be struck from the Agreement and all other provisions shall remain in full force and effect, or the invalid or unenforceable provisions shall be amended to be enforceable and valid and to reflect the original intent of the Parties to the extent possible.

26. **Waiver:** Failure to remedy any breach shall not constitute a waiver of that right at the time of the breach or in the future. A waiver by either Party of any one right shall not be deemed to be a waiver or any other right. Rights may only be waived in writing or as waived herein.
27. **Jurisdiction and Venue:** This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper in Williamson County, Texas.

President of Association

Parks and Recreation Director

City Manager or Designee

Approved as to Form:

Attorney for the City of Hutto

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE ASSISTANT CITY
MANAGER TO EXECUTE AN ATHLETIC FACILITY USE
AGREEMENT WITH HUTTO YOUTH BASEBALL AND
SOFTBALL ASSOCIATION FOR 2020.**

WHEREAS, the City of Hutto values outstanding parks and recreational opportunities and recognizes them as a vital component to economic development; and

WHEREAS, the City of Hutto puts an emphasis on quality of life youth sports opportunities for its residents; and

WHEREAS, the Parks Advisory Board approved this agreement at their January 8, 2020 meeting.

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the _____ day of _____, 2020.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

**ATHLETIC FACILITIES USE AGREEMENT
BETWEEN
THE CITY OF HUTTO
AND
HUTTO YOUTH BASEBALL AND SOFTBALL ASSOCIATION**

This Athletic Facilities Use Agreement (the "Agreement") is entered into on this ____ day of _____ (the "Effective Date") between the City of Hutto, a home-rule municipal corporation in the state of Texas (herein called "City"), by and through its Parks and Recreation Department, and the Hutto Youth Baseball and Softball Association (herein called "Association"), individually referred to as "Party" or collectively the "Parties."

Recitals

WHEREAS, the City is a home-rule municipal corporation that has the authority under Local Government Code Chapter 282.003(a) to grant the use of the municipality's public grounds by ordinance; and

WHEREAS, the City passed Ordinance No. O-11-06-16-V2, which was adopted on June 6, 2011 (the "Parks and Recreation Ordinance") to allow youth sports associations and recreational programs to use public facilities provided and maintained by the City and establish contract terms and fees; and

WHEREAS, the Parks and Recreation Ordinance requires the City enter into a written contract agreement with the Association and that it contain specific terms; and

WHEREAS, the Association is a volunteer baseball and softball program that works with the City to provide baseball and softball programs to the City's youth; and

WHEREAS, the Association desires to enter into an agreement with the City to use its facilities for its youth baseball and softball programs for the year 2020.

NOW, THEREFORE in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree as follows:

Agreement:

1. **Incorporation of Recitals:** The recitals are hereby accepted as true and are incorporated and adopted as part of this Agreement.
2. **Purpose:** Sports associations use public athletic facilities that are provided and maintained by the City of Hutto. In return for the use of those facilities, the associations hereby agree to abide by the following standards, requirements, and policies established by the City of Hutto Parks and Recreation Department, with the understanding that failure to abide by these standards and policies could result in restriction of facility use or the cancellation of this Agreement.

3. **Nature of the Agreement:** The Association will sign this Agreement with the City specifying league management and sports guidelines, insurance requirements, budget and fiscal controls, concessions, field scheduling, and follow/adhere to the schedule of required documents and deadlines. **The Agreement will be signed prior to the Association advertising and conducting registration for a new season.** The Parks and Recreation Department reserves the right to not renew this agreement.
4. **Term:** The term of this Agreement shall be from January 1, 2020 – December 31, 2020.
5. **Annual Financial Reports:** The Association will be required to make a presentation annually to the Parks and Recreation Board outlining detailed financial reports and a general overview of the Association.
6. **Communication with the City:** The Association shall maintain a communication network with the City through the President of the Association for facility requests or needs.
7. **Repairs or Services to City Facilities Prohibited:** **No Association member or representative shall approve or authorize any repair or services to City facilities on behalf of the City. Any services rendered under these conditions shall be the financial responsibility of the association and may result in the cancellation of this agreement.**
8. **League Management and Sports Guidelines:**
 - a. The Association will submit its practice and game schedules as well as current (in-season) tournaments, camps or clinics, via email to pard@huttotx.gov at least three (3) weeks after registration. This will prevent double bookings and other scheduling conflicts. Failure to comply could result in a loss of fields.
 - b. All age groups, division or leagues, shall have equal access to available field use time, subject to this Agreement and schedule approved by the City Parks and Recreation Department. All-Stars or tournaments are subject to Tournament rental fees.
 - c. Any expansion or changes (such as post-season tournaments or All-Stars) in Association programming that may affect field preparation or league programming must be pre-approved by the Parks and Recreation Department. Written requests must be submitted at least fifteen (15) business days in advance to pard@huttotx.gov. Decisions will be based on the overall benefit to the participants.
 - d. The Association will adhere to all City Ordinances and policies that regulate the use of City athletic fields and facilities.
 - e. Each Association must provide an update on their non-profit IRS 501(c)(3) status. It must be in good standing with the IRS and other local, state, and federal agencies.
 - f. All park rules shall be adhered to at all times.
 - g. All Association coaches must have a current ID.
 - h. All Association players must be listed on a current team roster.

- i. The Association is responsible for trash/debris in and around athletic fields and facilities, parking lot and open spaces that are the direct cause of their play, practice, or games.
- j. The Association is responsible for ensuring that athletic fields and facilities lighting is operational; this responsibility applies only during periods of use for the pre-approved activity. Under no circumstance should field lights be on with no activity present.
- k. When offering youth sports for those under the age of eighteen (18), the Association must comply with the following:
 - i. Prior to opening day, the Association must implement a mandatory background check completed on all coaches by a reputable organization that is approved by the City. New coaches added at any time during the year must also undergo this background check. Background checks must be completed on each coach one time per year. The Association must email the City at pard@huttotx.gov a detailed list of coaches, when the background check was completed, and confirm that each coach utilized by the Association for this Agreement term has passed their background check.
 - ii. Under no circumstances will parents be used as umpires or officials unless they are affiliated with an insured umpire/official/referee organization. Scorekeepers and bookkeepers can be parents or adults over sixteen (16).
 - iii. All coaches, and necessary participating parents, must go through an approved coaches training program that is pre-approved by the City.
 - iv. All parents and spectators must watch a video series regarding appropriate behavior and decorum.
- l. The Association is responsible for ensuring there is no alcohol present on City property (Sec.18.02.002)
 - i. It shall be unlawful and considered a class C misdemeanor offense for anyone to consume intoxicating liquor or any alcoholic beverage, or possess an open container of intoxicating liquor or alcoholic beverage, in all designated parking areas, or within twenty-five (25) feet of either side of any roadway, within the boundaries of the City-owned public parks located within the City limits.
 - ii. Alcohol is prohibited at any and all organized youth sports activities or programs within City park property. Any event that wishes to sell alcohol at an event using public park facilities must meet any and all required state alcoholic beverage commission requirements as set by the city special event request form required by the City's police department.
- m. Any and all signage (banners, flyers, menu boards, etc.) temporary or permanently mounted at the City fields, fences, or inside the area must be approved by the Parks and Recreation Department.

9. **Fee Requirements:**

- a. The Association shall pay fees to help recover a portion of the operations costs of providing and maintaining athletic fields and facilities, including reimbursing the City for all electric costs during the months that the Association's programs are in session.
- b. The Association will pay a fee to use concessions. The rental of Holmstrom field does not secure the Holmstrom concession rental.
- c. Field preparation (stripping, dragging and chalking) will take place prior to the start of the first scheduled game for that day. The City of Hutto will cover this cost. Additional field preparation will be at the costs of the Association.
- d. All fees are for each season. Fees are due to the City within fifteen (15) business days of the conclusion of the season. Failure to pay fees in a timely manner may result in loss of field privileges.

Association Fees

Light Fee	\$20 per hour
Non-Resident Fee	\$5 per player, per season

Out of Season Tournaments Field Rental Fees (Mager and/or Holmstrom)

Field Rental	\$25 per hour
Light Rental	\$25 per hour
Deposit	Waived

Concessions Fees (Mager and/or Holmstrom)

Rental fee (Weekend)	\$50 per day
Rental fee (Weekday)	\$15 per day
PARD Staff (if necessary)	\$25 per hour
Deposit	\$500 refundable per season

Additional Field Maintenance Fees

Re-Chalking	\$25 per field
Re-Dragging	\$20 per field

Key Fees (if needed)

Deposit	\$300.00 refundable per season
Fees	Waived

- e. The Association may not charge any fees without prior approval of the City for any event. Each event will be considered separately. Users shall not sub-lease facilities or collect fees from any other use without prior permission. (Example: independent tournaments, inter-league scheduling, etc.)
- f. Potential sponsors and sponsorships must be appropriate for minor and youth sports participants. The City reserves the right to deny a sponsor if they are not deemed appropriate.
- g. Requests to sell items or have vendors sell items on City property must be pre-approved by the Parks and Recreation Department.

10. **Insurance Requirements:**

- a. Individual players, participants or spectators are not covered by any insurance policy held by the City of Hutto.
- b. The Association shall carry commercial general liability insurance with a minimum coverage of \$1 million for each occurrence, with at least \$1 million aggregate. The City of Hutto shall also be listed as an additional insured on the policies. Insurance policies that do not meet these requirements will be forwarded to the City's Legal Department for review. Acceptance is in the City's sole discretion. **Proof of insurance must be submitted by January 31st of each year.**
- c. Glass breakage or other damage to vehicles on right-of-ways or in parking lots are not subject to coverage under the City's insurance policy. Theft, vandalism, or damage to personal vehicles parked on the park property is not subject to any coverage by the City of Hutto and **the City shall be released, indemnified and held harmless from such incidents.** It is recommended that participants and spectators carry their own auto insurance and lock their vehicles during events at City facilities.
- d. Theft or loss of property/damage to equipment and supplies caused by inclement weather or any other means is not the responsibility of the City of Hutto. **All participants release, indemnify and hold the City harmless from and against any damages from such incidents.** This includes all items stored in concession facilities, meeting rooms and storage areas.
- e. **THE CITY'S PARKS AND ALL FACILITIES ARE ACKNOWLEDGED BY THE ASSOCIATION TO BE ACCEPTED IN AN "AS IS" AND "WHERE IS" CONDITION AND NO REPRESENTATIONS OR WARRANTIES AS TO FITNESS, SAFETY, HABITABILITY OR SUITABILITY ARE MADE BY THE CITY, SAID REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE CITY DOES NOT GUARANTY OR WARRANT THAT THE PARK, THE FACILITIES, THE SERVICES TO BE PROVIDED BY THE CITY, OR LIGHTING FACILITIES OR OTHER EQUIPMENT WILL BE APPROPRIATE, EFFECTIVE OR USEABLE BY THE ASSOCIATION. THE CITY SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY FAILURE TO FURNISH OR MAKE AVAILABLE ANY FACILITY, SERVICE OR EQUIPMENT.**
- f. **THE ASSOCIATION ACKNOWLEDGES THAT ITS ACTIVITIES AND ITS INTENDED USE OF CITY FACILITIES CARRY INHERENT RISKS AND MAY RESULT IN INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. THE ASSOCIATION SHALL INSPECT ALL FIELDS AND FACILITIES PRIOR TO ANY USE AND ASSUMES ANY DAMAGE OR LOSS ARISING FROM THE ASSOCIATION'S NEGLIGENCE. THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, INJURIES, AND LOSSES IN ANY WAY ARISING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE ASSOCIATION.**

11. **Budget and Fiscal Controls:**

- a. The Association will submit within thirty (30) days after each season ends, copies of a detailed financial report, including all final participation numbers (resident and non-resident). If the Association conducts a spring, summer and fall season, the Association should submit a seasonal financial

statement with an amended annual statement at the conclusion of all seasons. The report should include a cash flow report showing income, expenses and all fund balances for all league play and any tournament, clinics or camps. An audit may be performed by the City of Hutto and the Association shall make its books and records available to the City on reasonable request.

- b. To assure fiscal control, the Association will:
 - i. Use a checking account. No cash reimbursements above \$25.00 shall be made to any individual or organizations. All cash reimbursements must be accompanied by a receipt.
 - ii. Keep all canceled checks and records in compliance with non-profit status
 - iii. Submit documentation that verifies valid non-profit or IRS 501(c) (3) status.
 - iv. A separate line item for the payment of officials must be included within the financial reports.
 - v. Immediately notify Hutto Parks and Recreation Department at pard@huttotx.gov, of any financial difficulty.
 - vi. Association must submit a written Cash Handling policy by January 31st of each year.
 - vii. Association must use best practices for records and storage retention.
- c. The City reserves the right to inspect the Association's financial records at any time. All financial documents must be provided within twenty-four (24) hours of a written request from the City of Hutto. It will be the Association's responsibility to provide all requested items.

12. Concessions:

- a. Associations may operate concession stands under the following guidelines:
 - i. Under this Agreement, the Association is responsible for operations of the concession stands.
 - ii. The Association must pick up litter/trash in the area of its facility each game day. This includes the breakdown of all boxes. Non-compliance with concession and litter collection will result in the forfeiture of concession privileges by the association.
 - iii. Associations may not sub-contract the concession facility to a third party.
 - iv. Sales of goods (such as opening and closing day events, camps and fundraising events) on City property should be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between the Association and a third party.
 - v. The City will need to see a menu list complete with anticipated pricing.
 - vi. Any other sales of concessions not identified in this Agreement must comply with and pay fees as required under the current City ordinances.
- b. The Association must follow local, state, and federal laws regarding food preparation including the following:
 - i. The Association is required to have a Certified Food Manager that is assigned supervisory duties and responsibilities at its sole expense.

1. The food manager certification is obtained by passing a Department of State Health Services (DSHS) approved certified food manager certification examination.
 2. The food examination may be taken at any licensed training program, test site, online exam, or national exam provider.
 3. Certification is valid for five years.
 4. The food manager cannot be associated with any other restaurants or food service locations.
 5. Food Manager Certification must be posted inside concessions.
 6. Copies of permits must be emailed to pard@huttotx.gov.
- ii. The Association is required to obtain the necessary permits and inspections from the City and Williamson County Health Department at its sole expense.
 - iii. The Association is required for all volunteers or paid staff to obtain a Food Handlers permit at its sole expense.
 1. This must be obtained through a State of Texas approved vendor.
 2. All employees who work with unpackaged food, food equipment or utensils or food-contact surfaces must be Food Handler Certified.
 3. Certification is valid for two years after completion.
 4. The food establishment shall maintain on-premises a certificate of completion of the food handler training course for each food employee under §228.33 relating to Certified Food Protection Manager and Food Handler Requirements.
 5. The format of this documentation can be hard copy or electronic but must be onsite, accessible and available upon request by a regulatory authority.
 6. Copies of food handler permits must be emailed to pard@huttotx.gov.
 - c. The Association must contact the Parks and Recreation Department at pard@huttotx.gov to confirm reservations of concession stands. Mager concessions will be available on game dates. The rental of the Holmstrom field does not secure the Holmstrom concession rental.

13. Scheduling – Status of Playing Conditions:

- a. City-sponsored activities will have priority in league schedules. The Parks and Recreation Department has final authority in field allocation.
- b. Practices are not permitted on game fields unless approved in writing by the Parks and Recreation Department.
- c. All game fields must be reserved through the Parks and Recreation Department. All game fields are closed to reservations from **December 1st to February 1st and July 15th to August 15th** to allow proper

maintenance, upkeep, and renovation. Any exception must be approved in writing by the Director of Parks and Recreation.

- d. Field preparation requests **must** be submitted to pard@huttotx.gov a minimum of 10 business days before the start of the season.
- e. The City must be immediately notified at pard@huttotx.gov of any proposed game cancellations. The City has the absolute authority to close the parks and facilities in the event of inclement weather, wet grounds, man-made issues, or any other “act of nature” that causes questionable playing conditions.
- f. Make-up games must be submitted to pard@huttotx.gov at least 5 business days before any games.
- g. City parks and fields close at 11:00 p.m. as set by City ordinance. Any formal exemptions can be made at least 7 business days in advance. Please email the reasoning and justification to pard@huttotx.gov.

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- c. The Association is required to report any broken, damaged, or unsafe items via pard@huttotx.gov.
- d. The Association shall pick up all trash on and between all playing fields, dugouts, restrooms, bleacher areas, and parking areas (where applicable/within reason) and disposed into trash receptacles on the scheduled game and practice days.
- e. Scheduled game times begin no earlier than 8:00 a.m. and conclude no later than 11:00 p.m.
- f. The City is not obligated to provide storage or meeting space for associations or organizations. Any City property storage area that is made available to user groups shall be maintained in a clean and orderly manner or the user’s privileges will be revoked. Any additional storage areas that are needed must be pre-approved and comply with the City of Hutto building and permit standards.

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- b. Requests for use of City facilities/fields for tournaments and special events must be made in writing at least six (6) weeks in advance. Tournaments and special events must not be planned in advance until the Association receives written approval from the City.
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- b. Failure to comply with all of the provisions set forth in this Agreement may result in this Agreement being immediately revoked without notice by the City and all privileges set forth being eliminated.
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Hutto, TX 78634

OR pard@huttotx.gov

If required documents are not timely or properly submitted, the City of Hutto reserves the right to terminate this agreement including field prep, concession privileges, and field lights. If the City terminates this Agreement, the Association will forfeit all rights of use of all athletic fields and facilities, concession privileges and field lights.

Section	Documents Required	Due Date
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1	Documentation of the coach's training/certification completed	Before first game of each season
1	Documentation of the parents training program completed	Before first game of each season

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4	Detailed financial reports as described	30 days at the end of each season
4	Cash handling policy	January 31
5	Copies of Food Manager certification(s)	Before first game of each season
5	Copies of Food Handler permit(s)	Before first game of each season
5	Copy of menu list	Before first game of each season
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- c. The City will prepare and maintain the restrooms in a safe and sanitary condition.
- d. The Association is not permitted to perform any field repairs, dragging, or other maintenance. If additional maintenance is required, the Association must pay a fee of \$25 per hour per Groundskeeper needed.
- e. The Association will prohibit its coaches and players from hitting softballs/baseballs into any Ballfield fences unless it occurs in the natural course of a game. Failure to enforce this policy may result in the Association incurring costs associated with the repairs of the fencing or termination of this agreement.
- f. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league games, scheduled tournaments, special events and make-up games approved by the City.
- g. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.
- h. The Association is responsible for ensuring that athletic fields and facilities lighting is operational only during periods of use under this Agreement. Under no circumstance should field lights be on with no activity present.
- i. Failure to comply could result in the cancellation of this Agreement and/or a charge-back of costs to the Association.

20. Field/Facility Inspection and Closure Agreement:

- a. The City will close the fields/facilities under the following conditions:
 - i. A City-sponsored event is scheduled.
 - ii. The fields need to be rested due to usage.
 - iii. The athletic fields and facilities are too wet and unplayable for games.

- iv. The athletic fields and facilities need to be closed in the interest of participant safety and/or preservation of the playing surfaces.

21. **Procedures for Athletic Fields and Facilities Closure:**

- a. The primary responsibility to determine athletic fields and facilities closure decision shall rest with the City.
- b. The appropriate Association contact has the responsibility to inform the Association and participants concerning field closure decisions and will also render a final game-day decision on the weekends when necessary.
- c. The City will inspect the athletic fields and facilities by 3:00 p.m. on the game and/or practice day.
- d. The City will render a decision based upon field conditions and/or the weather.
- e. The decision of the City will be final.
- f. If inclement weather becomes a factor after 3:00 p.m. the umpires and/or Association officials shall follow the same guidelines for deciding cancellation or postponement.

22. **Limitations of Liability:** Under no circumstances will the City be liable for any claim, loss, damage, or injury, whether to persons or property, in connection with the use of City parks or facilities or in any way arising from this Agreement. An Association's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.

23. **Contact Information:** The following person is designated as the Association's contact person, who is to serve as the Association's primary point of contact. This person's phone number and address must be current at all times throughout this agreement. This contact person or information may be changed by the Association only by written notice to the City.

Name: _____

Phone Number: _____

Email: _____

24. **Agreement Approval:** The person executing this Agreement on behalf of the Association, or representing themselves as executing the Agreement on behalf of the Association warrants that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking of this Agreement.

25. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be struck from the Agreement and all other provisions shall remain in full force and effect, or the invalid or unenforceable provisions shall be amended to be enforceable and valid and to reflect the original intent of the Parties to the extent possible.

26. **Waiver:** Failure to remedy any breach shall not constitute a waiver of that right at the time of the breach or in the future. A waiver by either Party of any one right shall not be deemed to be a waiver or any other right. Rights may only be waived in writing or as waived herein.
27. **Jurisdiction and Venue:** This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper in Williamson County, Texas.

President of Association

Parks and Recreation Director

City Manager or Designee

Approved as to Form:

Attorney for the City of Hutto

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE ASSISTANT CITY
MANAGER TO EXECUTE AN ATHLETIC FACILITY USE
AGREEMENT WITH HUTTO YOUTH BASEBALL AND
SOFTBALL ASSOCIATION FOR 2020.**

WHEREAS, the City of Hutto values outstanding parks and recreational opportunities and recognizes them as a vital component to economic development; and

WHEREAS, the City of Hutto puts an emphasis on quality of life youth sports opportunities for its residents; and

WHEREAS, the Parks Advisory Board approved this agreement at their January 8, 2020 meeting.

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the _____ day of _____, 2020.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

City Council
AGENDA ITEM
13 C



To: City Council

Subject: Discussion and possible action of the Communication/Technology Task Force and the ADA/Electronic Information Resources Task Force

Meeting: City Council – 16 Jan. 2020

Department: Communications

Staff Contact: Stacy Schmitt

BACKGROUND INFORMATION:

This item is a result of a request by the City Council to draft a scope of work for two special task forces addressing improvements to communications and improvements to the use of technology in communications, specifically as those improvements relate to ADA compliance for individuals with disabilities.

There are two proposed task forces. The Communication/Technology Task Force will investigate improved methods of communication and make recommendations to the City Council and staff that could help improve communication with the public

The ADA/EIR (Electronic Information Resources) Task Force will specifically address improving communication with members of the public with disabilities.

Staff has drafted a purpose and scope for these two task forces and will present those to the City Council for guidance on how to proceed. Included in the presentation will also be a summary of the duties of the task forces and the application necessary to sign up to serve.

RECOMMENDATION:

Staff recommends that these two Task Forces be formed with five members each who must be residents of Hutto or its extraterritorial jurisdiction (ETJ) and selected by the City Council. It is proposed that there will be a staff liaison for each of the Task Forces and each Task Force will work closely with one designated Council member to be determined by the City Council.

ATTACHMENTS:

Scope for Communication/Technology Task Force
Scope and purpose for the ADA/EIR Task Force
Application for serving on either Task Force



CITY OF HUTTO, TEXAS TASK FORCE APPLICATION

The City Council will use this application for their selection of individuals for appointments to specific task forces established to assist and advise the City Council on specific issues.

All information provided in this application is public information pursuant to the Texas Public Information Act.

All individuals appointed to serve on a Task Force will be required to complete training relative to the Texas Open Meetings Act and to the Texas Public Information Act.

Name _____

Telephone Numbers (Home) _____ (Cell) _____

Residential Address: _____

Email: _____

Business Address: _____

Business Telephone _____

Do you live inside the city limits of Hutto? Yes ☐ No ☐

If yes, how many years _____

Are you a registered voter? Yes ☐ No ☐

Voter Registration No. _____ (Required)

Have you graduated from Hutto Citizen's University? Yes ☐ No ☐

I AM INTERESTED IN SERVING ON THE FOLLOWING TASK FORCE:

Please check the appropriate boxes. If applying for more than one Task Force, please rank your preference by number using No. 1 as your first choice.

☐

Communications/Information Technology (IT) Task Force

☐

Americans with Disabilities Act (ADA)/Electronic Information Resource (EIR) Task Force

- What is your occupation or area of expertise?

- Work experience applicable to the City Task Force to which you are applying.

- Have you attended a City Council meeting before? Yes ☐ No ☐
- Have you recently attended a Board or Commission meeting?
Yes ☐ No ☐
- Do you have knowledge/training regarding the applied for Task Force?
Yes ☐ No ☐ If yes, please list:

- List any experience that qualifies you to serve in the positions indicated.

- Do you have working knowledge in any of the following areas? Please check all that apply.

☐	<u>Real Estate/Development</u>
☐	<u>Manufacturing/Industrial Operations</u>
☐	<u>Business Development</u>
☐	<u>Law/Contract Administration</u>
☐	<u>Building/Construction</u>

☐	<u>Banking/Finance</u>
☐	<u>Real Estate Management</u>
☐	<u>Communications/Marketing</u>
☐	<u>Business Management</u>
☐	<u>Other: _____</u>

- Do you currently serve on any other City Board or Commission at this time? If so, which Board or Commission?

- Do you have any business or personal relationship with the City of Hutto that would affect your ability to have impartial judgment in City matters? Attach separate page, if necessary.

Yes ☐ No ☐ If yes, explain.

- What type of services do you feel the Task Force to which you have applied has brought/ will bring to the community? Attach separate page if necessary.

Task Force:



The submittal and execution of the following Responsibilities of Task Force Members is a requirement of the application process.

Responsibilities of Task Force Members

To be selected as a City task force member is a high honor and provides an unusual opportunity for genuine public service. Although specific duties of each vary widely with the purpose for which they are formed, there are certain responsibilities common to all members. The following is a summary of those responsibilities.

1. Understand the role and scope of responsibility. Be informed of the task force scope of responsibility and operating procedures.
2. Be careful to represent the majority views of your task force. Individual "opinions" to the public and press are discouraged and, if given, should be identified as such.
3. Members should represent the public interest and not special interest groups.
4. Members are in a unique position of serving as a liaison between the City and its citizens and can help to reconcile contradictory viewpoints and to build a consensus around common goals and objectives.
5. Do your homework and be thorough in recommendations. View situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on careful preparation will strengthen the value of the group's recommendations.
6. Participate in continuing education opportunities offered by the City or related affiliate organizations.
7. Supportive relationships with the City Council and City staff are basic for successful operation of any task force. In contacting City personnel on items of consideration, the proper channel is through the designated City staff person providing staff support for your group.
8. Establish a good working relationship with fellow group members. Respect individual viewpoints, allow other members time to present their views fully before making comments, be open and honest, welcome new members, and strive to minimize political action on issues.
9. Council appointments to task forces are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

I acknowledge I have read the responsibilities and work on the community's behalf to uphold them.

Signature _____

Date _____



Mayor
Doug Gaul

Mayor Pro-tem
Tom Hines

Council Members
Scott Rose, Place 1
Tom Hines, Place 2
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Martinez, Place 5
Tanner Rose, Place 6

Jan. 16, 2020

CONTACT

Stacy Schmitt
Assistant to the City Manager and Public Information Officer
512-759-4929 (o)
stacy.schmitt@huttotx.gov

Interim **City Manager**
Charles W. Daniels

City of Hutto Communications/Technology Task Force

Purpose

The purpose of the Communication/Technology Task Force is to conduct research on methods to improve the City's communications efforts and to make recommendations to the City Council and staff that could help improve the communication offered by the City of Hutto.

Scope

The five-member Task Force will serve in an advisory capacity to the City Council and City staff in the areas of Communications and Technology as it relates to delivering information. The Task Force will be responsible for discovering the needs of the community to determine what forms of communication and technology are the most desired and most effective. The objective of the Communication/Technology Task Force is to advise the City Council of ways to improve all avenues of communication through research and review existing techniques and consider improvements and utilize new technologies where necessary.

Summary

Members of the Task Force must be residents of the City of Hutto and/or the Extraterritorial Jurisdiction (ETJ). Qualified applicants will be selected by the City Council for a one-year term and will serve in an advisory capacity only. Members will meet once per month and will prepare an agenda and document the meetings with official minutes. The Task Force will be responsible for reaching out to the community to determine what forms of communication and technology are the most desired and most effective in improving communication. The Task Force will ultimately be responsible for presenting their recommendations to the City for making the City's communication efforts more effective.

Application Process

Anyone living or working in the City of Hutto, and its ETJ, is eligible to apply for the Task Force. Simply fill out the online application (see attached) by Friday, February 7, 2020. Terms will begin in March. Council members will appoint all positions at a designated Council meeting and terms will begin in February.



Mayor
Doug Gaul

Mayor Pro-tem
Tom Hines

Council Members
Scott Rose, Place 1
Tom Hines, Place 2
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Martinez, Place 5
Tanner Rose, Place 6

Jan. 16, 2020

CONTACT

Stacy Schmitt
Assistant to the City Manager and Public Information Officer
512-759-4929 (o)
stacy.schmitt@huttotx.gov

Interim **City Manager**
Charles W. Daniels

City of Hutto ADA/Electronic Information Resources Task Force

Purpose

The purpose of the Americans with Disability Act/Electronic and Information Resources (EIR) task force is to improve accessibility to the documents and processes of city governance for people with physical, cognitive and learning disabilities.

Scope

The five-member Task Force will serve in an advisory capacity to the City Council and City staff in the area of electronic accessibility. This will begin with research and gap analysis. The group will then develop proposed guidance and techniques to make web content, content authoring, and user agent implementation accessible and more usable by people with cognitive and learning disabilities, as well as insure the physical processes are accessible by residents protected by the Americans with Disabilities Act. It will also review existing techniques and consider ways to improve them and recommend building new techniques where necessary. By using the Electronic Information Resources platform, the city will be aligned with the state regulations.

Summary

Members of the Task Force must be residents of the City of Hutto and/or the Extraterritorial Jurisdiction (ETJ). Qualified applicants will be selected by the City Council for a one-year term and will serve in an advisory capacity only. Members will meet once per month and will prepare an agenda and document the meetings with official minutes. The Task Force will be responsible for reaching out to the community to determine what accommodations and techniques will be best suited for increasing accessibility to the documents and processes of governance to those residents with physical, cognitive or learning disabilities. The Task Force will ultimately be responsible for presenting their recommendations to the City for making the City's accessibility efforts more effective.

Application Process

Anyone living or working in the City of Hutto, and its ETJ, is eligible to apply for the Task Force. Simply complete the online application (see attached) by Friday, February 7, 2020. Terms will begin in mid-February. Council members will appoint all positions at a designated Council meeting and terms will begin in February.

Regular City Council
**AGENDA ITEM
13.E.**



To: Mayor and City Council
Subject: Consideration and possible action regarding a Request for Proposal (RFP) for City Manager search firm
Meeting: Regular City Council - 30 Dec 2019
Department: City Manager
Staff Contact: Allison Hosgood

BACKGROUND INFORMATION:

January 2, 2020, Mayor and Council approved to proceed with a Request for Proposal (RFP) for City Manager search firm. The RFP has been created and is being presented to Council to review and take action.

The next steps would be to post the notification for two consecutive weeks and provide proposals received to Council for review.

FINANCIAL IMPACT:

Financial implications include the costs outlined by the search firm for services identified in the proposal. Specific costs will be known when the proposals from interested parties are received.

POLICY IMPLICATIONS:

There are no policy implications.

Request for Proposals

**The City of Hutto, Texas, has authorized sealed proposals to
be received for:**

**Executive Search Firm – City Manager
RFP 20-02HT**



RESPONSES DUE: FEBRUARY 06, 2020, 10:00 A.M. CDT

Return Responses to:

City of Hutto Procurement
500 W. Live Oak Street
Hutto, Texas 78634

Procurement@HuttoTX.gov

I. Introduction

The City of Hutto, Texas is seeking sealed proposals from qualified firms/providers to perform executive search services for the position of City Manager. Currently, Hutto has an Interim City Manager following the former City Manager's resignation on December 31, 2019, after serving Hutto for almost three (3) years. The City will accept sealed proposals addressed to the City of Hutto, Procurement Department, 500 W. Live Oak Street, Hutto Texas 78634, until February 06, 2020 at 10:00 a.m., from firms/providers interested in providing the requested services outlined below in the Scope of Work section. Proposals shall be plainly marked with the name and address of the proposer, "Executive Search Firm-City Manager."

II. General Information

Hutto is a city in Williamson County, Texas, United States. Located in Central Texas at the intersection of State Highway 130 and US Highway 79, Hutto is approximately 25 miles from the State Capitol. Its proximity to major employers, strong community values, state recognized schools, and small-town charm continues to attract new residents.

The population of the City of Hutto was 14,698 at the 2010 census grew at over 50% from 2010-2018, with a current population estimated at 30,000 people now calling Hutto home, making it one of the fastest growing cities in the nation.

The estimated average age of its citizens is 31.3 years. Hutto boasts an average household income of \$93,000.

The City of Hutto seeks an individual that can manage this continuous growth, is highly motivated, energetic, a skilled strategic thinker and planner to serve as its next City Manager.

According to City Charter, Hutto functions as a Council-Manager form of government. The Mayor is the City's chief elected official and presides over the six-member City Council which sets policy. The Mayor and Council members may serve their respective seats for a maximum of six years or two consecutive full terms. The City Manager leads the operation and administration of the City.

The City staff includes approximately 180.0 employees. The City's annual budget is available for review at www.Huttotx.gov, under the Financial Services Department.

The four largest employers in Hutto are the Hutto Independent School District (HISD), Home Depot, Lowe's Home Improvement and City of Hutto.

The HISD covers the City of Hutto and much of the surrounding area. There are currently seven elementary schools, two middle schools and one high school in the City.

III. Scope of Work

Upon selection of a qualified firm, a professional services contract will be negotiated with the following scope of work.

Assist the Mayor and members of the City Council by providing the following services and related information:

- Develop a detailed project timeline and provide regular status updates to the Mayor and City Council.
- Develop a comprehensive recruiting profile for the City Manager position.
- Develop a recruitment brochure and include examples of flyers and/or brochures.
- Define the advertising strategy and marketing campaign to notify potential candidates, and identify where advertisements will be published.
- Direct solicitation of qualified candidates; receive resumes and review qualifications.
- Conduct review and screening of initial candidates, providing periodic status updates.
- Conduct detailed background and professional reference checks, including but not limited to verification of education background, criminal/civil litigation checks, financial/credit background checks, and media check on recommended finalists.
- Define the preliminary screening process and the detailed steps used to narrow the field of candidates to those that most closely match the needs of the City.
- Present a written report on employment background, personal strengths, accomplishments, recommendations, and personal and professional references for top candidates.
- Describe and facilitate the final interview process with the Mayor and City Council.
- Coordinate correspondence, travel arrangements, and recordkeeping.
- Provide recommended questions for on-site interviews.
- Administer all correspondence with applicants through the process, including notification of unsuccessful candidates and
- Assist the City in developing final employment offer and relocation package (if required) to selected candidate.

IV. Response Form and Content

All responses shall include the following content:

- A. Title Page: Indicate the proposal subject, name of the firm, local address, telephone number, name of contact person, and date of submittal.
- B. Introduction: Briefly, introduce the firm. Provide a profile of the firm, including, but not limited to, the approximate number of professional staff employed, how long the firm has been in business, and how long the firm has been conducting City Manager searches. Indicate the name of the person(s) who will be authorized to make representation for and to bind the firm, their titles, and telephone numbers.
- C. Proposed process:
 - 1. Briefly state the understanding of the work to be performed. Include, but do not limit, the statement to the following items that will be included in the Scope of Work:
 - a. Describe the process and/or approach the firm will use to develop the profile for the City Manager position.
 - b. Describe the recruiting methodologies the firm deems will be most effective to advertise the City of Hutto opportunity.
 - c. Describe the approach the firm will take to the direct solicitation of candidates.
 - 2. Describe the proposed strategy to complete the recruitment, including a general statement of the philosophy of the firm and a description of how the firm intends to tailor the process for Hutto's search. Indicate any additional information for consideration regarding the firm's qualifications for conducting this project.
 - 3. Provide a list of successful City Manager placements, including the size of the municipality, as well as the overall number of placements in municipalities of similar size to Hutto. Include information that demonstrates the firm's experience with seeking a diverse pool of applicants.
 - 4. Indicate the names, titles, and placement experience of the person(s) who will be assigned to this project; include resumes. Include all contact information such as telephone number, fax, email address, and web address.
 - 5. Provide a copy of a previous City Manager position profile your firm has completed which has similarities to the position with the City of Hutto.
 - 6. Provide a copy of a City Manager search report the firm has completed for another client similar to the City of Hutto.
 - 7. Provide a non-binding general range, or not to exceed amount, of the anticipated cost of the services proposed, including any information and anticipated costs for additional services for the recruitment and selection that might help in the selection of the most qualified candidate.

8. Provide a complete description of the fee structure for the search.
9. Provide anticipated project schedules for the recruitment and selection process.

V. Questions

Pre-proposal questions will be accepted by Procurement via e-mail at Procurement@HuttoTx.gov up to 5:00 pm on Monday, February 03, 2020.

Respondents to the RFP shall not contact City of Hutto Staff, any member of the City Council, or the Mayor during the proposal process and evaluation phase.

VI. Selection Criteria and Process

A. Evaluation

Staff will review and evaluate all proposals based on the criteria noted in this proposal and will rely primarily on the proposals submitted in the selection of one or more finalists. Respondents must emphasize specific information considered pertinent to the project and submit all information requested.

B. Presentation or Teleconference

- At the City's request, respondents may be selected for in-person presentations.
- The Mayor and members of the City Council may require selected firms to be available to attend a City Council meeting or engage in a conference telephone call, or both, to respond to questions from the Mayor, City Council, and appropriate City staff.

VII. Guarantee

The consultant must agree to continue to provide the services listed above until a City Manager has been appointed. In addition, should the City Manager be terminated for cause or resign within twelve (12) months, the replacement recruitment shall be repeated by the consultant with no additional professional fee.

VIII. Standard Professional Services Contract

The selected respondent will be required to enter into a contractual relationship with terms and conditions pursuant to standard contracting procedures of the City of Hutto.

IX. Submission of Responses

A. Due Date

All proposers shall submit one (1) unbound original and six (6) bound copies of proposal documents, along with one (1) electronic version of the submission in a PDF format via E-Mail Procurement@Huttotx.gov or flash drive. All documents shall be received no later than Thursday, February 06, 2020 at 10:00 a.m. at the following address:

City of Hutto
Procurement Department
500 W. Live Oak Street
Hutto, Texas 78634

ATTN: EXECUTIVE SEARCH FIRM-CITY MANAGER

Proposals received after the closing time will be returned unopened. The proposal will be date/time stamped in the Procurement Department when received, and this will be considered to be the official time of receipt. Facsimile transmittals and electronic transmittals will not be accepted.

B. Acceptance/Rejection/Modification to Responses:

The City of Hutto reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and waive informalities or irregularities in a proposal or in the proposal process.

C. Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the project.

D. Cost of Preparation:

The City shall not be liable for any costs incurred by a respondent in preparing or submitting a proposal.

E. Ownership:

Submitted materials become the property of the City and will not be returned.

F. Public Records:

Until award of contract is made, per section 252.049 (b) of the Texas Local Government Code, there will be no disclosure of contents to competing respondents. All proposals will be kept confidential during the negotiating process. All proposals will be open for public inspection after the contract is awarded, or as otherwise required by the Texas Public Information Act.

Regular City Council
AGENDA ITEM
14.G.



To:

Subject: Consideration and possible action on appointment to the WCCHD - Williamson County and Cities Health District. (Mayor Doug Gaul)

Meeting: Regular City Council - 16 Jan 2020

Department:

Staff Contact:

BACKGROUND INFORMATION:

Previously Ehab Kavar has been the representative for the City of Hutto on the Williamson County and Cities Health District, he has resigned and we need to appoint someone to replace him, link to their website at www.wcchd.org for more information.

CONCEPT OF OPERATIONS

BOARD DIRECTOR SELECTION

It is the duty of the member government to notify WCCHD when they appoint a Director to the Board of Health.

Persons considered for a Board of Health Director position must meet the following criteria:

- U.S. citizen
- Three (3) years minimum residency in Williamson County
- Not an elected official or employee of the member governments or their immediate families
- Not an employee of WCCHD or her/his immediate family

Directors serve for three (3) year terms without compensation. Terms are determined according to the provisions of the Cooperative Agreement. Directors may serve consecutive terms, and there are no limits on the number of terms served. The first term of a Director may be shorter than three years if needed to maintain the requirement that no more than one-third of the terms of Directors expire in any one year. If a Director vacates their position prior to the end of their term, their replacement will serve to the end of the vacating Director's term, regardless of its length. Reappointments are at the sole discretion of the appointing member government.

WCCHD Executive Director monitors the term expiration dates of Board Directors. At least three (3) months prior to end of a term, the Executive Director inquires of a Director their preference to be reappointed or to retire from the Board. Directors whose term is expiring will notify the Executive Director and their appointing member government at least two (2) months prior to the end of the term. The Executive Director will also contact the appointing member government.

WCCHD Executive Director, or their designee, collects and maintains a selected Board Director's biographical information, contact information for WCCHD, and contact information for the public (Appendix 1). WCCHD Marketing and Community Engagement Director is responsible for arrangement for Board Director's profile picture and posting public information to www.wcchd.org.

BOARD DIRECTOR ORIENTATION

A general orientation to WCCHD is made to new Board Directors by the Executive Director, or their designee should the Executive Director be unavailable (Appendix 2). Inclusive to this orientation are copies of current foundational documents for WCCHD: WCCHD Cooperative Agreement, tri-annual Strategic Plan, tri-annual Community Health Assessment, tri-annual Community Health Improvement Plan, annual budget, annual Service Report, and most recent Consolidated Annual Fiscal Report. Additionally, copies of WCCHD Confidentiality Policy, Workplace Harassment Policy, and Open Government Policy are provided at time of orientation. The orientation packet also includes biographies of current Board Directors and a copy of this SOG. The Director will

sign to acknowledge receipt of and compliance with Confidentiality and Workplace Harassment Policies (Appendix 3) and provide to Executive Director or their designee.

Within ninety (90) days of appointment, Directors are required to complete Texas Open Meetings Act training, found online at <https://www.texasattorneygeneral.gov/oa/oma-training>. Once completed, the Director forwards a copy of the training certificate to the Deputy Director.

The Deputy Director maintains records of Director biographical, contact, training and compliance information with other Board of Health records, as per the SOP Board of Health Meeting Support.

BOARD DIRECTOR RESPONSIBILITIES

The WCCHD exists under Section 121 of the Texas Health and Safety Code as a public health district. A public health district is a local government agency that consists, at a minimum, of one county commissioners court contracted with one municipal government, or two county governments acting together, or two municipalities contracted as a public health district. WCCHD is a public health district consisting of the Williamson County Commissioners Court, joined in a contractual agreement (called the Cooperative Agreement) with the cities of Round Rock, Georgetown, Cedar Park, Taylor, Hutto, Leander, and Liberty Hill. The Williamson County Commissioners Court is represented by two voting members, while each member city with a population over 15,000 is represented by a single voting member. The City of Liberty Hill, with a population of approximately 1,000, is represented by one Board member who votes for both the City of Leander, and the City of Liberty Hill. The WCCHD Cooperative Agreement defines all legal, fiscal, and administrative aspects of this local health department. Each individual voting member on the WCCHD board has the following authorities and responsibilities, as they represent the local government that appointed them by providing overall policy guidance and governance to the Executive Director and his/her administration:

- 1) Employ an Executive Director
- 2) Adopt enforceable public health rules
- 3) Elect officers annually (i.e. Chairperson, Vice-Chairperson, and Secretary)
- 4) Meet at least quarterly
- 5) Set and collect fees as authorized by law
- 6) Annually request funding (inclusive of a funding formula) from member governments
- 7) Choose the bank used by the District
- 8) Require an annual, independent financial audit
- 9) Grant cost of living increases, consistent with increases granted by the Williamson County Commissioners Court, if funds are available
- 10) Set overall compensation for all employees (i.e. approve and adopt an annual compensation structure and system)
- 11) Determine which public health programs and services will be provided

The eleven authorities and responsibilities described above apply to all eight members of the Board. The three officers are provided additional authorities and responsibilities as follows:

Chairperson:

- 1) Preside at all meetings
- 2) Submit recommendations and information concerning the business, affairs, and policies of the District

Vice-Chairperson:

- 1) Perform duties of the Chairperson in the absence of the Chairperson

Secretary:

- 1) Act as Secretary
- 2) Record all votes
- 3) Keep a record of the proceedings of the Board

EXECUTIVE DIRECTOR AUTHORITIES AND RESPONSIBILITIES:

- 1) Act as chief administrative officer
- 2) Manage day-to-day operations of the District, subject to the direction of the Board
- 3) If Executive Director is a physician, act as the District's Local Health Authority
- 4) If Executive Director is not a physician, retain a physician to serve as the Local Health Authority
- 5) Be an ex-officio, non-voting member of the Board
- 6) Employ full and part-time employees as needed to carry out programs of the District
- 7) Hire, fire, direct, and control the work of employees
- 8) Maximize funding from all available resources, prior to requesting funding from member governments
- 9) Enter into contracts or execute and deliver instruments as authorized by the Board
- 10) Within 150 days of the end of a fiscal year, provide a report containing comprehensive fiscal information