



City of Hutto

Agenda

City Council Meeting

Thursday, August 5, 2021 at 7:00 PM

City Council Chambers

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

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

5.1. General Comments from City Council

5.2. City Council Liaison Reports

6. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes.

Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on August 5, 2021. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

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

7. CITY MANAGER COMMENTS

8. CONSENT AGENDA ITEMS

- 8.1. Consideration and possible action on approving the July 15, 2021 City Council meeting minutes.
- 8.2. Consideration and possible action on Resolution No. R-2021-121 authorizing the City Manager to execute the City of Hutto Parks and Recreation Athletic Facilities Utilization Agreement for Concordia High School between the City of Hutto and Concordia High School. (City Attorney - D. Palumbo)
- 8.3. Consideration and possible action on Ordinance No. O-2021-041 approving a proposed Specific Use Permit for the Hutto Independent School District at 573 Chris Kelley Boulevard (Hutto ISD Stadium), 76.135 acres, more or less, of land, to allow a reduction in the required landscaping.(Second Reading)(Ashley Lumpkin)
- 8.4. Consideration and possible action on Ordinance No. O-2021-042 approving Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and associated parking requirements. (Second Reading)(Ashley Lumpkin)
- 8.5. Consideration and possible action on Ordinance No. O-2021-043 approving a zoning change request for Carver Ridge from General Commercial (B-2) to Multi-Family (MF), generally located east of the southeast corner of FM 1660 South and CR 137.(Second Reading) (Ashley Lumpkin)
- 8.6. Consideration and possible action on Ordinance No. O-2021-045 approving the proposed annexation of the Chandler Road Parkade Tracts, 15.38 acres, more or less, of land, and to establish the base zoning for the property as SF-R (Single-Family Rural).(Second Reading) (Ashley Lumpkin).
- 8.7. Consideration and possible action on Ordinance No. O-2021-046 approving a zoning change request for Chandler Road Parkade from ETJ/SF-R to General Commercial (B-2) for an approximate 15.38 acre side, more or less, generally located at the northwest corner of FM1660 North and Chandler Road.(Second Reading)(Ashley Lumpkin)
- 8.8. Consideration and possible action on Resolution No. R-2021-122 a Resolution accepting the infrastructure improvements for the subdivision known as Hutto Square Section 6. (Anthony Host)
- 8.9. Consideration and possible action on Resolution No. R-2021-123 a Resolution accepting the infrastructure improvements for the subdivision known as Southgate Phase 4. (Anthony Host)
- 8.10. Consideration and possible action on Resolution No. R-2021-115 authorizing the City Manager to execute renewal contracts for Employee Health Benefit Coverage with United Health Care and Cigna.(Angie Rios)

9. ORDINANCES

- 9.1. Holding a public hearing and possible action on Ordinance No. O-2021-044 approving the proposed zoning change request for Aspen Heights Planned Unit Development (PUD) from SF-1 (Single Family) to PUD (Planned Unit Development) for single-family

detached condo, 36.624 acres, more or less, of land, located on FM 1660 South.(
Ashley Lumpkin)

- 9.2. Consideration and possible action on Ordinance No. O-2021-044 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
- 9.3. Consideration and possible action on Ordinance No. O-2021-047 amending section 2.02.003 of the Hutto City Code to provide for resignation procedures for members of City boards and commissions, establish the date a vacancy is created in the event of a resignation, and modify the nomination procedures for City boards and commissions. (Councilmember Gordon). (First Reading)
- 9.4. Consideration and possible action on Ordinance No. O-2021-047 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.

10. RESOLUTIONS

- 10.1. Consideration and possible action on Resolution No. R-2021-120 approving an addendum to the Standard Terms of Engagement between the City of Hutto and Bojorquez Law Firm adding representation of Tax Increment Reinvestment Zone No. 1 for the Hutto Co-Op District; Tax Reinvestment Zone No. 2 and additional Tax Reinvestment Zones that may be created by the City and authorizing the Mayor to sign the agreement. (City Attorney - D. Palumbo)
- 10.2. Consideration and possible action on Resolution No. R-2021-125 approving the first amended and restated bylaws of the Hutto Economic Development Corporation, Type A; providing for severability; and providing an effective date.
- 10.3. Consideration and possible action on Resolution No. R-2021-126 approving the third amended and restated bylaws of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation; providing for severability; and providing an effective date.
- 10.4. Consideration and possible action on Resolution No. R-2021-127 approving a Development Agreement between the City of Hutto and Atlantic Urbana Acquisition Company, LLC for the Urbana at Cottonwood Creek Project. (Ashley Lumpkin)
- 10.5. Consideration and possible action on Resolution No. R-2021-128 calling and setting a public hearing on September 2, 2021, at 7:00 PM on the proposed budget for fiscal year 2021-2022.(Angie Rios)
- 10.6. Consideration and possible action on Resolution No. R-2021-129 calling and setting a public hearing on September 2, 2021, at 6:00 PM on the proposed tax rate for fiscal year 2021-2022 and determining the proposed tax rate to be included in the hearing notice.(Angie Rios)
- 10.7. Consideration and possible action on Resolution No. R-2021-130 to authorize the City Manager to hire BrooksWatson to perform accounting services related to Debt service transactions and to fund up to \$50,000 in professional services to accomplish this scope. (Angie Rios)

11. OTHER BUSINESS

- 11.1. Discuss and receive the proposed budget for fiscal year 2021-2022 in accordance with Section 8.02 of the Hutto City Charter. (Angie Rios)
- 11.2. Update on Brushy Creek Amphitheater Sound Study. (Stacy Schmitt)
- 11.3. Consideration and possible action on the plaque on the front of City Hall. (MPT Rose)

- 11.4. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.

12. EXECUTIVE SESSION

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

- 12.1. Receive legal advice pursuant to Texas Government Code Section 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 12.2. Receive legal advice pursuant to Texas Government Code Section 551.071 regarding Jones v. City of Hutto, et al, pending in the U.S. District Court, Western District of Texas, Austin Division; River Creek Development Corporation and the City of Hutto, Texas v. Paxton et al, pending in the 425th Judicial District Court of Williamson County, Texas and Longhorn Title Company v. Preston Hollow Capital, LLC et al, pending in the 368th District Court of Williamson County, Texas.
- 12.3. Deliberate pursuant to Texas Government Code Section 551.074, Personnel Matters, on finalists from applications on file with the City for the position of Public Works Director.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 13.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 13.2. Consideration and possible action relating to legal advice pursuant to Texas Government Code Section 551.071 regarding Jones v. City of Hutto, et al, pending in the U.S. District Court, Western District of Texas, Austin Division; River Creek Development Corporation and the City of Hutto, Texas v. Paxton et al, pending in the 425th Judicial District Court of Williamson County, Texas and Longhorn Title Company v. Preston Hollow Capital, LLC et al, pending in the 368th District Court of Williamson County, Texas.
- 13.3. Consideration and possible action relating to Deliberation pursuant to Texas Government Code Section 551.074, Personnel Matters, on finalists from applications on file with the City for the position of Public Works Director.

14. ADJOURNMENT

15. CERTIFICATION

I certify that this notice of the August 5, 2021 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on August 2, 2021 at 5:00 P.M.



Holly Nagy

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



City of Hutto

MINUTES

City Council Meeting Thursday, July 15, 2021 at 7:00 PM City Council Chambers

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

1. **CALL SESSION TO ORDER- 7:00 PM**

2. **ROLL CALL**

Members of the Council present: Mayor Mike Snyder, MPT Tanner Rose Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Mandi Villarreal Salvo, Councilmember Peter Gordon, Councilmember Krystal Kinsey.

3. **INVOCATION-** Led by Councilmember Gordon

4. **PLEDGE OF ALLEGIANCE**

5. **CITY COUNCIL COMMENTS**

5.1. General Comments from City Council

Councilmember Villarreal Salvo: In preparation of the upcoming budget season we have up for Council. I've spent the past 2 weeks and will go through this weekend doing ride alongs with our Police, Fire and EMS and I also did an infrastructure tour with some of our City staff and everybody has been extremely helpful and helped me understand everything on a more detailed and in-depth level.

I encourage everybody else on Council if you have time to do that its really great with understanding for things we're going to see in the budget. I'd like to say thank you to Chairman Arismendez and the EDC Board for happily including Council during the executive session this past meeting. It was really encouraging to see the relationship forming between Council and the EDC as we talk about things coming up on the city's horizon.

I'd like to say a thank you to the Commissioners on the Diversity and Inclusion Commission for meeting twice in the past two weeks and they are going to be meeting again next week. They are working really hard to strategize on a common goal moving forward for the best interest of Hutto. A huge thank you to Rick Hudson on Planning and Zoning, our temporary chair, thank you for sending our first Chairman's report to Council that was really helpful, I'm very thankful for that.

Lastly, today I met with some of our Hutto non-profits again, and they have formally decided on a name, I'm really excited. It's going to be Community and Action a Hutto non-profit alliance. They've got some cool ideas and I'm excited to see as they work more with the city on some of their plans. A lot of cool things happening in town and I think there will only be more cool things going on. That's it.

5.2. City Council Liaison Reports

- Councilmember Gordon attended Planning & Zoning meeting.
- Councilmember Villarreal Salvo attended Parks Advisory Board meeting.

6. PUBLIC COMMENT- **None.**

7. CITY MANAGER COMMENTS

- 7.1. Introduction of Angie Rios, Chief Financial Officer.
- 7.2. Introduction of Colleen Tierney, Library Manager.
- 7.3. Introduction of Robert Cantu, Community Outreach Officer.

8. CONSENT AGENDA ITEMS

- 8.1. Consideration and possible action on approving the July 1, 2021 City Council meeting minutes.
- 8.2. Consideration and possible action on Resolution No. R-2021-107 approving an Agreement between Williamson County, Texas and the City of Hutto, Texas for billing and collection services related to the Durango Farms Public Improvement District.(City Attorney-D.Palumbo)
- 8.3. Consideration and possible action on Ordinance No. O-2021-040 amending the budget for the fiscal year of October 1, 2020 through September 30, 2021, by appropriating and setting aside the necessary funds out of the general fund for payments to Williamson County for Animal Shelter Expansion Project and YMCA of Greater Williamson County for capital repair and replacements for Hutto Recreation Center, in accordance with existing statutory requirements. (Second Reading)
- 8.4. Consideration and possible action on Resolution No. R-2021-104 approving an engagement letter for Professional Audit Services with BrooksWatson and Co., PLLC for audit services for Fiscal Years 2021 through 2023.
- 8.5. Consideration and possible action on Resolution No. R-2021-103 authorizing the City of Hutto to auction surplus police vehicles and public works equipment.
- 8.7. Consideration and possible action on the Durango Farms Memorandum of Understanding for barriers to prevent construction and large truck cut through traffic.
- 8.8. Consideration and possible action on Resolution No. R-2021-113 approving changes to the authorized representatives for the City's Texpool account(s). (Angie Rios)
- 8.9. Consideration and possible action on Resolution No. R-2021-114 approving changes to the authorized representatives for the City's Bancorp account(s). (Angie Rios)

City Manager Hutmacher requested that on item 8.5 that the word auction be omitted to give more flexibility on the items being surplusd.

Councilmember Villarreal Salvo requested to pull Items 8.6 and 8.10.

City Attorney Dorothy Palumbo stated that since the council at the last meeting added in the lock to the MOU they can take no action on Item 8.7.

Councilmember Gordon made a motion to remaining consent agenda items 8.1, 8.2, 8.3, 8.4, 8.5, 8.8.and 8.9 with the amendment to Item 8.5 removing the word auction. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

- 8.6. Discussion and possible action on amending Resolution No. R-2021-081 regarding public comments at City Council Meetings.

Councilmember Villarreal Salvo made a motion to approve Item 8.6 as presented.

Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

- 8.10. Consideration and possible action on awarding an request for proposal to Konica Minolta and authorizing the City Manager to execute a contract for copier services in the amount of \$137,400. (David Reeves)

Councilmember Villarreal Salvo made a motion to approve Item 8.10 as presented.

Councilmember Sutton seconded the motion. The motion passed unanimously. (7:0)

Mayor Snyder requested to move Item 11.1 up. There were no objections.

- 11.1 Consideration and possible action on Resolution No. R-2021-098 approving the first amendment to the agreement between the City of Hutto and Legends of Hutto Home Owners Association to provide for the conveyance of a drainage easement for the operation, maintenance, repair, and replacement of drainage facilities to the City of Hutto.

Resident Lance Renfru spoke on this item.

Councilmember Villarreal Salvo made a motion to not approve the first amendment and authorize the original intent of the contract with the encroachments as is.

Councilmember Kinsey seconded the motion. The motion passed unanimously (7:0)

9. ORDINANCES

- 9.1 Holding a public hearing and possible action on Ordinance No. O-2021-041 approving a proposed Specific Use Permit for the Hutto Independent School District at 573 Chris Kelley Boulevard (Hutto ISD Stadium), 76.135 acres, more or less, of land, to allow a reduction in the required landscaping.(Ashley Lumpkin)

Public hearing opened: 8:18 PM

Public hearing closed: 8:18 PM

Henry Gideon from HISD was present for this item.

Tim Kuntz was present for this item.

Mayor Snyder made a motion to approve 9.1 as presented with the addition to the SUP that 25% reduction in the number of caliper tree be added to a future phase.

Councilmember Kinsey seconded the motion. The motion passed unanimously (7:0)

- 9.2 Holding a public hearing and possible action on Ordinance No. O-2021-042 approving Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and associated parking requirements. (Ashley Lumpkin)

Public hearing opened: 8:26 PM

Public hearing closed: 8:26 PM

Councilmember Gordon made a motion to approve Item 9.2 as presented.

Councilmember Thornton seconded the motion. The motion passed unanimously. (7:0)

- 9.3 Holding a public hearing and possible action on Ordinance No. O-2021-043 approving a zoning change request for Carver Ridge from General Commercial (B-2) to Multi-Family (MF), generally located east of the southeast corner of FM 1660 South and CR 137. (Ashley Lumpkin)

Public hearing opened: 8:29 PM

Public hearing closed: 8:29 PM

MPT Rose made a motion to approve Item 9.3 as presented. Councilmember Gordon seconded the motion. The motion passed (5:2) with Councilmembers Thornton and Kinsey against.

- 9.4 Holding a public hearing and possible action on the first and final reading of Ordinance No. O-2021-045 approving the proposed annexation of the Chandler Road Parkade Tracts, 15.38 acres, more or less, of land, and to establish the base zoning for the property as SF-R (Single-Family Rural).(Ashley Lumpkin).

Public hearing opened: 8:49 PM

Public hearing closed: 8:49 PM

Councilmember Kinsey made a motion to approve Item 9.4 as presented.

Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

- 9.5 Holding a public hearing and possible action on Ordinance No. O-2021-046 approving a zoning change request for Chandler Road Parkade from ETJ/SF-R to General Commercial (B-2) for an approximate 15.38 acre side, more or less, generally located at the northwest corner of FM1660 North and Chandler Road.(Ashley Lumpkin)

Public hearing opened: 8:59 PM

Public hearing closed: 8:59 PM

Councilmember Villarreal Salvo made a motion to approve Item 9.5 as presented.

Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

10. RESOLUTIONS

11. OTHER BUSINESS

- 11.1 Presentation of the Quarterly Police Department Update. (Chief Hall)

Assistant Police Chief Cazalas presented on behalf of Chief Hall

- 11.2 Discussion and possible action for On-Demand engineering and planning consultant services with Freese and Nichols, Halff and Associates, Inc., Kimley Horn, K Friese and Associates, DCS Engineering, LLC, and CP&Y, Inc.. (Ashley Lumpkin)

Councilmember Villarreal Salvo made a motion to approve Item 11.3 with language added no boycotting Israel, energy companies or firearm companies and subject to budgetary funds and adding quarterly reporting until regular financials are presented. Councilmember Thornton seconded the motion. The motion passed.

unanimously. (7:0)

11.3 Consideration and possible action on City Council Liaison duties and appointment/reappointment of City Council Liaisons. (Councilmember Villarreal Salvo)

Mayor Snyder made a motion to appoint Councilmember Kinsey as a liaison to the Diversity and Inclusion Commission. Councilmember Kinsey seconded the motion. The motion passed unanimously. (7:0)

Mayor Snyder made a motion to appoint Councilmember Villarreal Salvo as a liaison to the Parks Advisory Board. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

Mayor Snyder made a motion to appoint Councilmember Gordon as a liaison to the Planning and Zoning Commission. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

11.4 Discussion and Possible Action regarding Possible Appointments, Re-appointments and/or Removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards.

Councilmember Thornton made a motion to appoint Nalida Ortiz to the Library Advisory Board. MPT Rose seconded the motion. The motion passed unanimously. (7:0)

Councilmember Thornton made a motion to appoint Matthew Selby to the Emergency Preparedness Task Force. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

MPT Rose made a motion to appoint David Meyer to the Planning and Zoning Commission. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

MPT Rose made a motion to appoint Jerica Lawyer to the Communications Task Force. Councilmember Kinsey seconded the motion. The motion passed unanimously. (7:0)

Mayor Snyder made a motion to reappoint Dana Wilcott to the Communication Task Force. Councilmember Sutton seconded the motion. The motion passed unanimously. (7:0)

Councilmember Sutton made a motion to reappoint Katie Weiss to the Parks Advisory Board. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

12 EXECUTIVE SESSION - Entered: 10:22 PM

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

- 12.1 Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 12.2 Receive legal advice pursuant to Texas Government Code Sec. 551.071 and deliberate regarding pending litigation in River Creek Dev. Corp. and the City of Hutto, Texas v. Paxton, et al, Cause No. 21-0759-C425, pending in the 425th District Court, Williamson County Texas.
- 12.3 Receive legal advice pursuant to Texas Local Government Code Section 551.071 and deliberate regarding Case:1:20-cv-0120-LY Jones v. City of Hutto, et al., pending in the 368th District Court in Williamson County, Texas.
- 12.4 Receive legal advice in accordance with Section 551.071 (2) of the Texas Government Code related to the Sports, Health & Entertainment District in the City of Hutto.
- 12.5 Receive legal advice pursuant to Texas Government Code Section 551.071 from Bond Counsel regarding the November 2018 bond election and expenditure of bond proceeds.

MPT Rose made a motion to pull Item 12.5 out into open session. Mayor Snyder seconded the motion. The motion failed with Councilmembers Gordon, Sutton, Villarreal Salvo, Kinsey, Thornton and Mayor Snyder against. (6:1)

13 ACTION RELATIVE TO EXECUTIVE SESSION- Reconvened: 12:01 AM

- 13.1 Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

No action taken.
- 13.2 Consideration and possible action on legal advice received in executive session and the consideration of a Resolution of Corporate Position regarding River Creek Dev. Corp. and the City of Hutto, Texas v. Paxton, et al, Cause No. 21-0759-C425, pending in the 425th District Court, Williamson County Texas.

Mayor Snyder made a motion to approve Resolution No. R-2021-119 that was presented in executive session. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

The Resolution will be available to the public for review.
- 13.3 Consideration and possible action on legal advice received pursuant to Texas Local Government Code Section 551.071 and deliberate regarding Case:1:20-cv-0120-LY Jones v. City of Hutto, et al., pending in the 368th District Court in Williamson County, Texas.

No action taken.

- 13.4 Possible action related to legal advice in accordance with Section 551.071 (2) of the Texas Government Code related to the Sports, Health & Entertainment District in the City of Hutto.

No action taken.

- 13.5 Consideration and possible action relating to legal advice pursuant to Texas Government Code Section 551.071 from Bond Counsel regarding the November 2018 bond election and expenditure of bond proceeds.

This item will come back at the August 5, 2021 City Council meeting.

14 ADJOURNMENT - 12:05 AM

Passed and approved this 5th day of August, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-121 authorizing the City Manager to execute the City of Hutto Parks and Recreation Athletic Facilities Utilization Agreement for Concordia High School between the City of Hutto and Concordia High School. (City Attorney - D. Palumbo)
Meeting: Thursday, August 5, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

Concordia High School has been utilizing Mager Field for 4 years, it was in the City of Hutto's best interest to formally put them under contract, Concordia High School agreed. Moving forward they will use this contract for any season's practices/games.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

This contract will bring in \$3310.00 to the City of Hutto from Concordia High School for the fall football season.

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Concordia Contract 2021
2. R-2021-121 Hutto Resolution Approving Concordia HS

**CITY OF HUTTO
PARKS AND RECREATION
ATHLETIC FACILITIES UTILIZATION AGREEMENT FOR
CONCORDIA HIGH SCHOOL**

This Athletic Facilities Use Agreement (the "Agreement") is entered into on this 13th day of Aug. '21 (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 Park and Recreation Department, and Concordia High School (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 28.2.003(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 established 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

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 August 13, 2021 through October 15, 2021.

5. **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. **Any member of the board may contact the City if the two listed points of contact cannot be reached.**
6. **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.
7. **League Management and Sports Guidelines:**
 - a. The Association will submit their 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.
 - c. Any expansion or changes 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. Associations 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 to ensure athletic fields and facilities lighting is operational 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 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 and 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 16.
- iii. All coaches, and necessary participating parents, must go through an approved coach training program that is pre-approved by the City.

- I. 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 25 feet 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 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. All signage must be removed within fifteen (15) days of the conclusion of the season.

8. 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 Fritz Park Football 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

Residential fee (2 Hours per game)	\$75.00
Light fee Residential (1.5 Hours per game)	\$100.00
Striping per game	\$150.00
Equipment rental per game	\$35.00
Deposit (4+ hours)	\$400.00

Total of \$485.00 per game (6) + \$400.00 (4+ hrs.) Deposit
\$3310.00

- e. 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.
- f. Requests to sell items or have vendors sell items on City property must be pre-approved by the Parks and Recreation Department.

9. Insurance Requirements:

- a. Individual players, participants or spectators are not covered by any insurance policy held by the City of Hutto.
- b. All Sports Associations shall be required to carry commercial general liability insurance with a minimum coverage of \$1 million 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 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 GUARANTEE 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.

10. 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. Associations must pick up litter/trash in the area of their 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 associations.
 - 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. Associations 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 their 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 their 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. Association must contact the Parks and Recreation Department at pard@huttotx.gov to confirm reservations of concession stands. Nguyen concessions will be available on game dates. The rental of the Holmstrom field does not secure the Holmstrom concession rental.

11. 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. Field preparation requests **must** be submitted to pard@huttotx.gov a minimum of ten (10) business days before the start of the season.

- d. 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.
- e. Make-up games or practices must be submitted to pard@huttotx.gov at least five (5) business days before any games or practices.
- f. 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.

12. **Field/Facility Use and Enhancements:**

- a. Associations may not make any permanent or temporary 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. Associations will pay the City to perform this service.
- c. Associations are required to report any broken, damaged, or unsafe items via pard@huttotx.gov.
- d. 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. If the trash receptacles become full, it is the responsibility of the Association to empty them into the dumpster. The Association must replace the receptacles with bags provided by the City. Failure to clean ground trash and trash receptacles will result in a \$25 per hour per person fee for the cleaning of facilities.
- 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.

13. **Field Allocations:**

- a. The Parks and Recreation Department has approved the following field assignments:

Concordi High School- use of Nguyen Football Field

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.

14. Tournaments, Clinics, Camps, and Special Events:

- a. Requests for use of city facilities/fields for games and/ or special events must be made in writing at least six (6) weeks in advance. Games, tournaments and special events must not be planned in advance until the Association receives written approval from the City.

15. Revocation of Contract:

- a. Enforcement of this contract 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 contract may result in this contract being revoked 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.

16. 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 the Association must pay a fee of \$25 per hour per Groundskeeper needed.
- e. 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.
- f. 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.
- g. The Association is responsible to ensure athletic fields and facilities lighting is operational only during periods of use under the contract. Under no circumstance should field lights be on with no activity present.
- h. Failure to comply could result in the cancellation of this agreement and/or a charge-back of costs to the Association.

- i. The City is responsible for adjusting the lights at the Nguyen fields to activate during spring and fall daylight savings time.

17. 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.

18. 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.

19. **Limitation 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.

20. **Contact Information:** The following are designated as the Association's contact people, who is to serve as the Association's primary point of contact. These peoples phone number and email address must be current at all times throughout this agreement. These contact people or information may be changed by the Association only by written notice to the City. Any member of the board may contact the City if the

below two points of contact cannot communicate. For any serious medical or non-medical emergencies, the Association must call 911.

Name: Carla Knippa,
Athletic Dir.

Phone Number: 512-299-4876

Name: Kurt Westveld,
Development Dir.

Phone Number: 512-748-6931

Email: carla.knipa@chs
austin.org

Email: kurt.westveld@chsaustin.org

21. **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.
22. **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.
23. **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 of any other right. Rights may only be waived in writing or as waived herein.
24. **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

Carla Knippa 6-29-2021
President of Association → Athletic Director

AEI
Parks and Recreation Director

City Manager or Designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		CONTACT NAME: Melisa S Kropp PHONE (A/C, No, Ext): 1-800-554-2642 Option 1 E-MAIL ADDRESS: customerservice@churchmutual.com FAX (A/C, No): 855-264-2329	
INSURED LUTHERAN SCHOOL ASSOCIATION OF THE GREATER AUSTIN AREA DBA CONCORDIA HIGH SCHOOL 1500 ROYSTON LN ROUND ROCK TX 78664-9553		INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18767	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		0206061-02-132394	08/15/2020	08/15/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						BODILY INJURY (Per person) \$
	☐ OCCUR ☐ CLAIMS-MADE						BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

In compliance with contract, agreement, or permit requirements certificate holder is an additional insured under the policy A267.1

CERTIFICATE HOLDER**CANCELLATION**

City of Hutto Parks and Recreation 500 W. Live Oak St. Hutto TX 78634	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Melisa S. Kropp</i>

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RESOLUTION NO. R-2021-121

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE CITY OF HUTTO PARKS AND RECREATION ATHLETIC FACILITIES UTILIZATION AGREEMENT FOR CONCORDIA HIGH SCHOOL BETWEEN THE CITY OF HUTTO AND CONCORDIA HIGH SCHOOL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the City of Hutto Parks and Recreation Athletic Facilities Utilization Agreement for Concordia High School between the City of Hutto and Concordia High School, and authorize the City Manager to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

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

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the City of Hutto Parks and Recreation Athletic Facilities Utilization Agreement for Concordia High School, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 5th day of August, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-041 approving a proposed Specific Use Permit for the Hutto Independent School District at 573 Chris Kelley Boulevard (Hutto ISD Stadium), 76.135 acres, more or less, of land, to allow a reduction in the required landscaping.(Second Reading)(Ashley Lumpkin)
Meeting: Thursday, August 5, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Specific Use Permit is for the Hutto ISD Stadium at 573 Chris Kelley Boulevard.

Property Owner: Hutto Independent School District

Current Zoning: Residential

Current Land Use: Hutto ISD Stadium

Future Land Use Designation: Institutional

SUMMARY OF REQUEST:

The property is approximately 76.135 acres of land is currently zoned Single-family Residential (SF-1). This request is tied to the stadium renovations currently underway. The applicant is asking for a reduction in the required landscaping per the Interlocal Agreement between the City of Hutto and Hutto ISD.

The proposed landscaping does not comply with section 10.407.5 of the UDC in which 15% of the total developed area should be landscaped at a ratio of 2 large trees and four shrubs for every 500 square feet of required landscaping area. However, this Interlocal agreement contains language specific to landscaping requirements being further discussed and modified with a specific use permit application.

In June, Planning and Zoning discussed this item and postponed the request, providing the applicant time to return with additional information on the trees and landscaping. Both the original materials and the updated materials are attached to this item.

Public Notice:

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

STAFF REVIEW:

AGENDA ITEM REPORT



Planning and Zoning Commission recommend approval of the proposed Specific Use Permit with the following condition:

Approve a 50% reduction of the required tree count for Hutto ISD Memorial Stadium with the requirement that an additional 37.5 caliper inches of tress be provided immediately and an additional 150 caliper tree inches shall be provided to bring the site into the 50% reduction requirement, including the 34 new trees and 10 existing trees that are part of the current construction.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

ATTACHMENTS:

1. LOI
2. SiteMap
3. Landscape
4. Resolution-R-2019-02-21-10B-Resolution Approving Interlocal Agreement between COH and Hutto ISD to Establish Land Development Standards and Procedures
5. Exhibit A - June 15 Update
6. Exhibit B - June 15 Update
7. Specific Use Letter_6.15.2021
8. Pages from 7.6.2021 Notification responses
9. 041 (Ord)StadiumLandscaping-SUP



April 8, 2021

City of Hutto Development Services Department
500 W. Live Oak St.
Hutto, Texas 78634

Reference: Modernizations and Improvements to Hutto Memorial Stadium
Hutto Independent School District
VLK Project No. 20-081.00

Attention Development Services Department:

Please accept this letter as requested intent for specific use permit, for land known as Hutto Memorial Stadium located at 573 Chris Kelley Blvd.

A. To reduce the required landscaping per section 10.407.5 of the City of Hutto UDC.

This SUD application process is triggered by language presented in resolution No. R-2019-02-21-10B Interlocal Agreement between the City of Hutto and Hutto Independent School District, reference section LANDSCAPING.

As listed in the requirements of the SUP application, see below for all property owners within 200ft of the above-mentioned property:

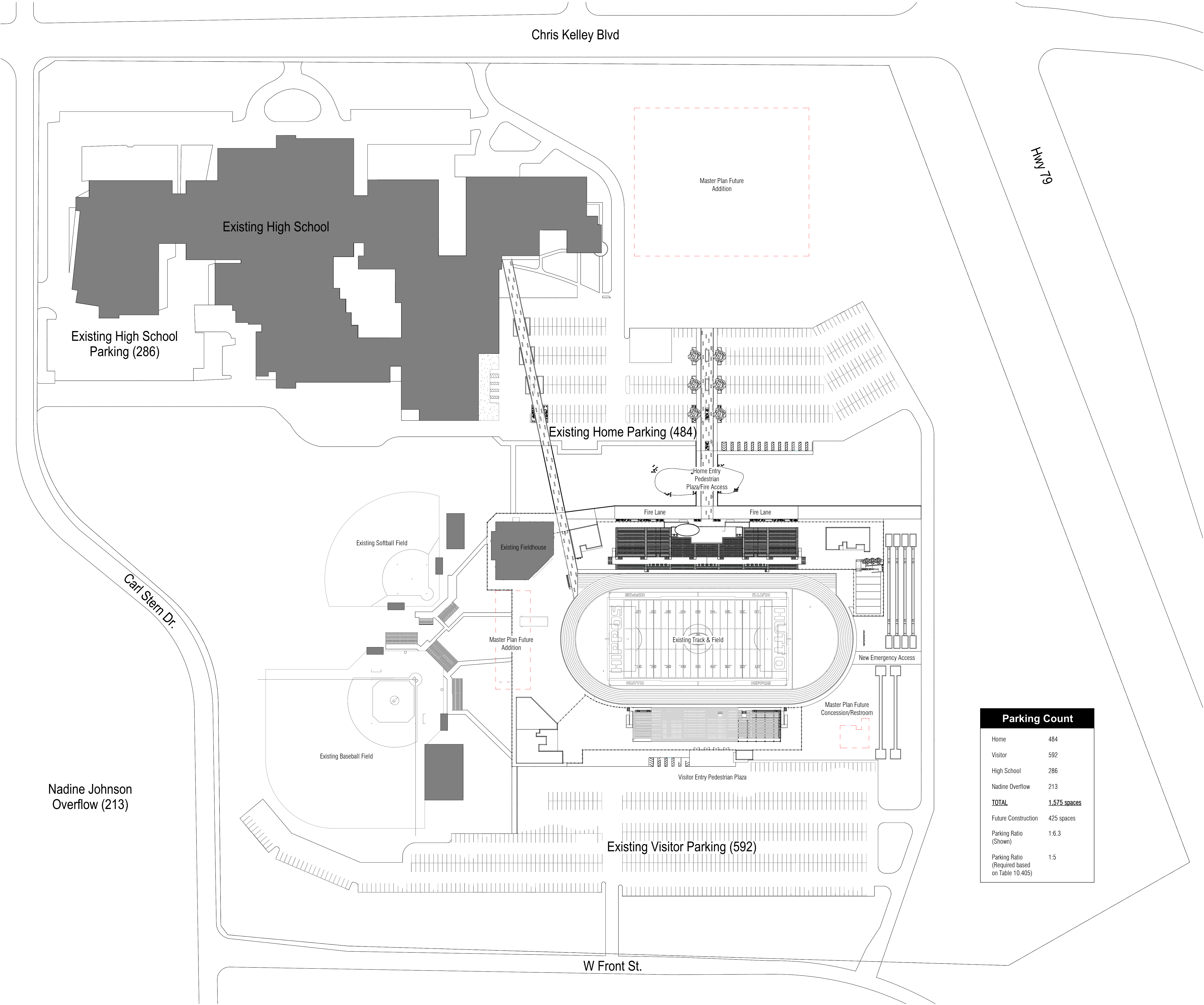
1. FAAEQ, AHMMED & HANAH MOHAMED
2. AMBER WAVES PROPERTIES LLC – SERIES 102
3. STANLEY, DEVIN L
4. BUTLER, GERI
5. VEAL, SARETA R
6. FROST BENJAMIN D & BECKY A
7. HUYNH, DAT B & ANH LA
8. MCGLORY, MARCUS & DEBRA
9. OFFIRD, MICHAEL A
10. BOWEN, BRANDON & MANDI
11. LEVISEUR, JESSIE ANN
12. RODRIGUEZ, PATRICIA A
13. LERMA, ROGELIO & ESTHER
14. HUSAIN FARHAN (TOD) & TAZEEN IQBAL HUSAIN (TOD)

Should you have any questions, please do not hesitate to contact me.

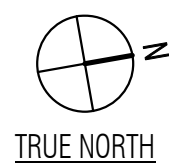
Sincerely,

Tim Kunz
Principal

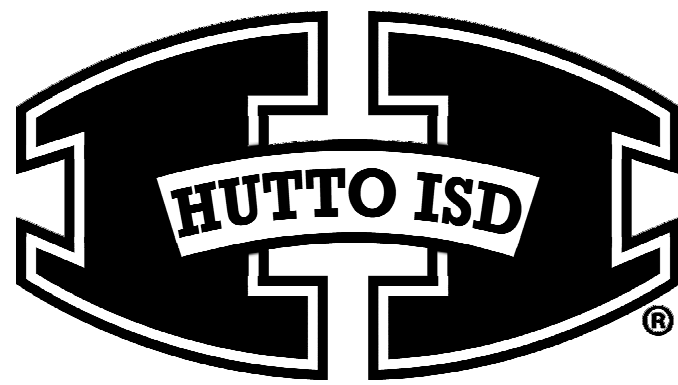
Attachment – (Exhibit A)



Parking Count	
Home	484
Visitor	592
High School	286
Nadine Overflow	213
TOTAL	1,575 spaces
Future Construction	425 spaces
Parking Ratio (Shown)	1:6.3
Parking Ratio (Required based on Table 10.405)	1:5



1 SITE PLAN - Exhibit 'A'
SCALE: 1" = 80'-0"



HUTTO INDEPENDENT SCHOOL DISTRICT
Modernizations and Improvements to Hutto Memorial Stadium
HUTTO, TEXAS



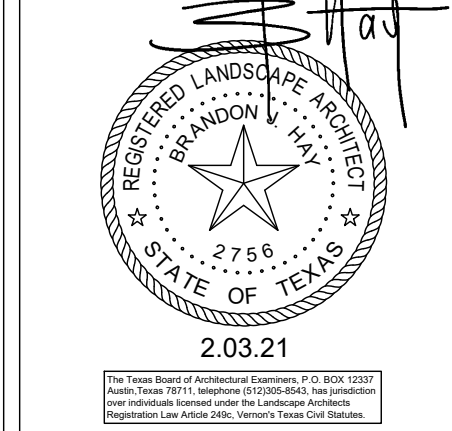
4-8-2021

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION.

Hutto ISD
Memorial Stadium
Renovations & Additions
Hutto, Texas



Revision No.	Date	Description



BID SET
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR
BIDDING AND CITY REVIEW PURPOSES
ONLY AND IS NOT FOR CONSTRUCTION.
THEY WERE PREPARED BY OR UNDER THE
SUPERVISION OF
BRANDON J. HAY, ASLA, License #20321

Project No.:	37944.004
Issued:	02/03/21
Drawn By:	BM
Checked By:	BH
Scale:	AS SHOWN
Sheet Title	
Sheet Number	

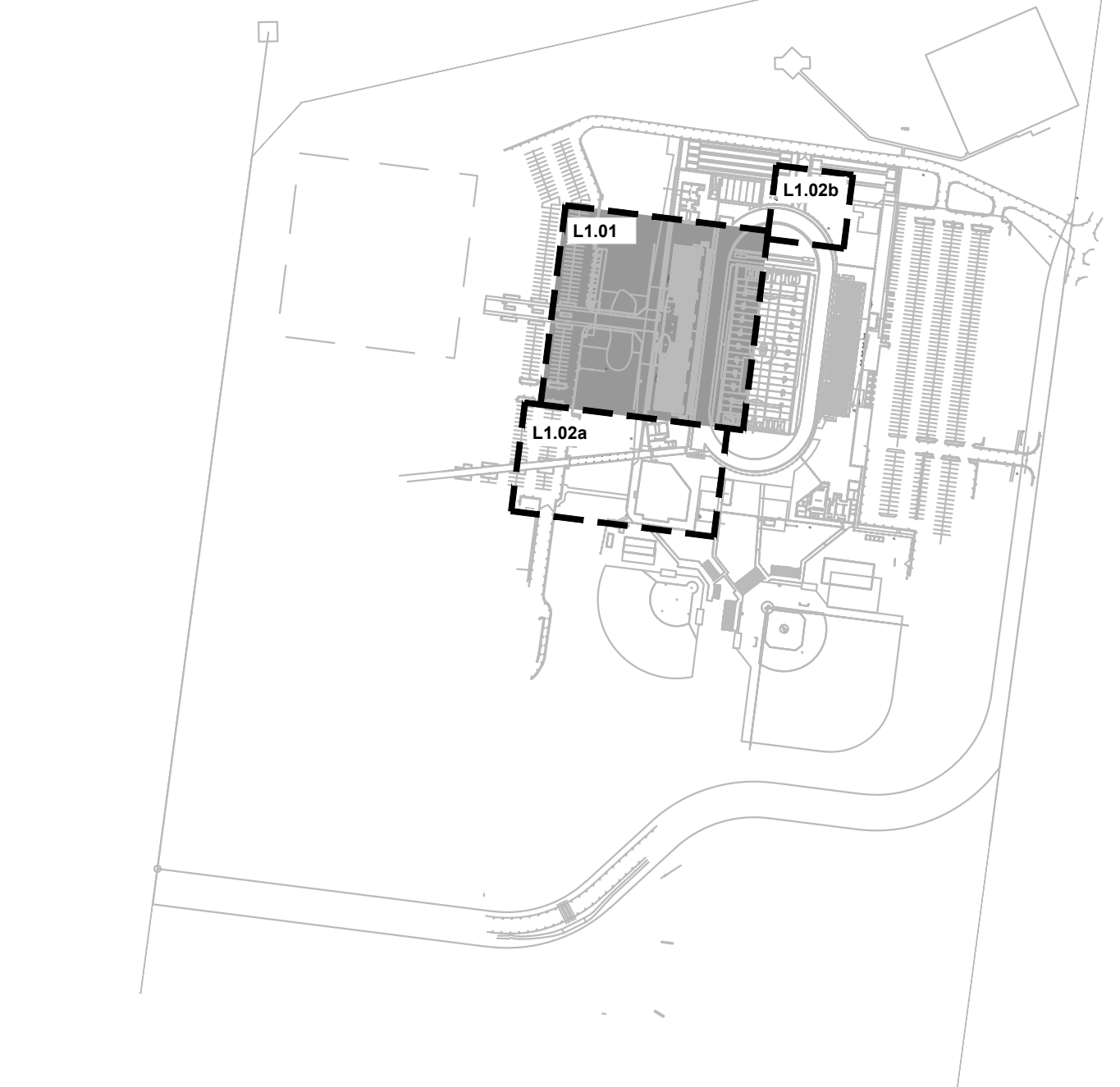
PLANT SCHEDULE - L1.01					
TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	HT
11	11	Chilopsis linearis / Desert Willow	Container Grown	2" Cal	12' Ht
6	6	Quercus texana / Texas Red Oak	Container Grown	2" Cal	12' Ht
5	5	Salix babylonica / Weeping Willow	45 gal		
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT		HT
78	78	Dietes bicolor 'Moraea' / Fortnight Lily	5 gal		3'-4'
72	72	Lantana urticoides / Texas Lantana	3 gal.		
40	40	Muhlenbergia lindheimeri 'Big' / Big Muhly	5 gal		
20	20	Scutellaria suffrutescens / Pink Skullcap	3 gal		
SOD/SEED	QTY	BOTANICAL / COMMON NAME	CONT		SIZE
		Wildflower Seed Mix	Seed		

WILDFLOWER MIX
DOUGLAS KING CO.
LOT: 115P

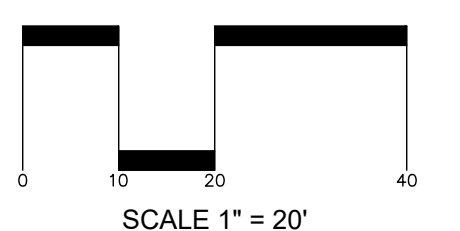
VARIETY	% BY WEIGHT
PLAINS COREOPSIS	15.18%
PURPLE CONEFLOWER	3.88%
CLASPING LEAF CONEFLOWER	15.88%
BLACK-EYED SUSAN	12.18%
MEXICAN HAT	12.18%
DRUMMOND PHLOX	6.88%
GREENTHREAD	3.88%
SCARLET SAGE	3.88%
STANDING CYPRESS	3.88%
BLANKETFLOWER	6.88%
BLUEBONNETS	16.00%

BOULDER SCHEDULE - L1.01			
BOULDERS	QTY	DESCRIPTION	MINIMUM SIZES
130	130	SMALL BOULDER	1.5' x 1.5' x 10'
195	195	MEDIUM BOULDER	3' x 2.5' x 1.5'
53	53	LARGE BOULDER	5' x 3' x 2'

- NOTES:
- LIMITS OF WILDFLOWER SEED MIX IS PER LIMITS OF PROPOSED GRADING. FIELD CONDITIONS AND LIMITS OF DISTURBANCE MAY VARY AND WILL AFFECT WILDFLOWER SEED MIX QUANTITY.
 - REF. CIVIL FOR GRADING
 - PLANTING BEDS SHALL RECEIVE 3" OF BLACKSTAR GRAVEL, AS INDICATED AND NOTED ON PLAN SHEETS. ALL PLANTINGS IN STREAM BED TO RECEIVE BLACK MULCH.



KEY MAP | N.T.S.



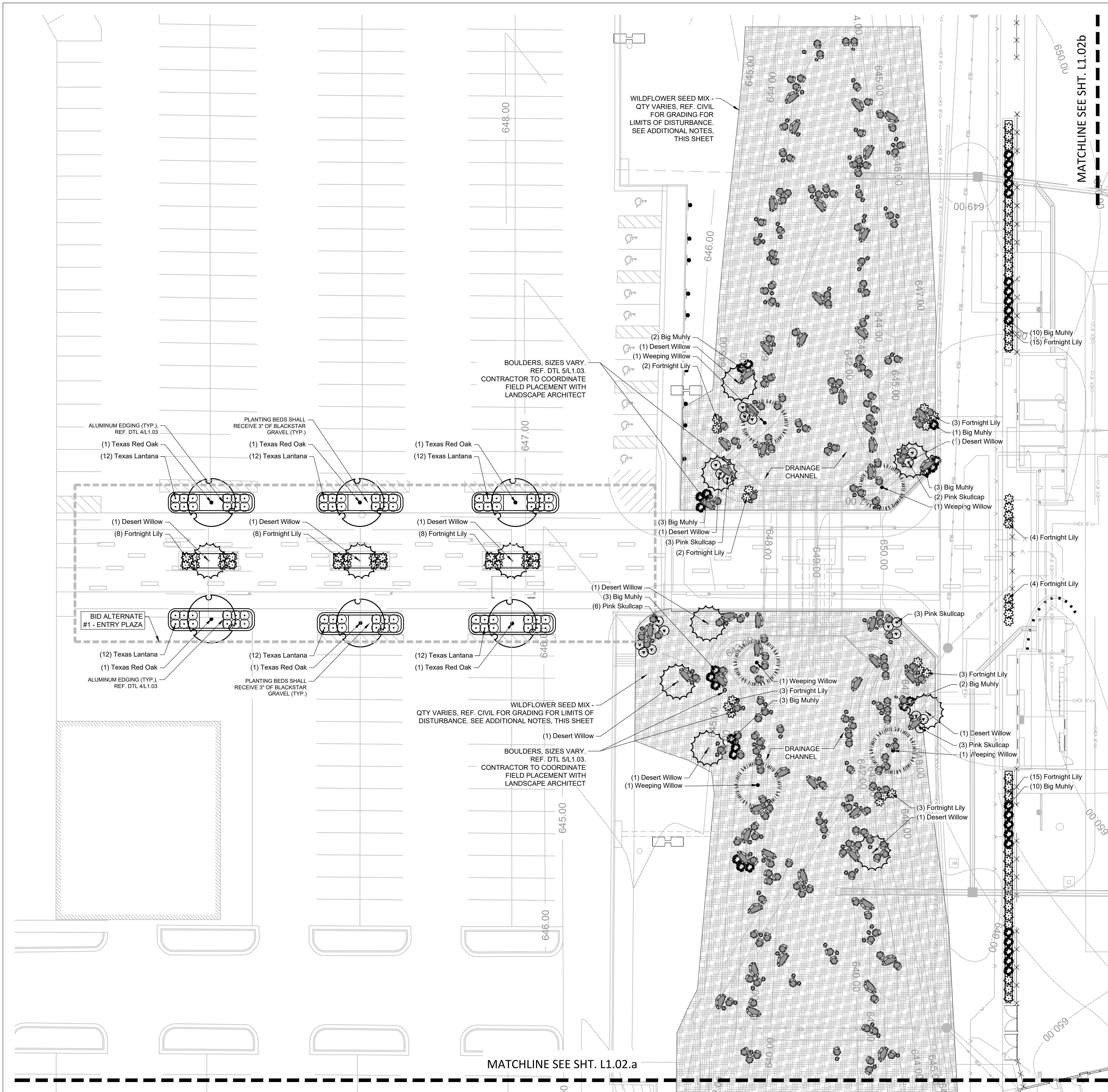
Approved - May 11, 2021

Reviewed for Code Compliance by
City of Hutto and
Williamson County
ESD#3

For Official Use Only

City Engineer

Fire Marshal, Hutto Fire Rescue
Williamson County Emergency Services District #3





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HUTTO ISD
HUTTO, TEXAS

Modernizations and Improvements to Hutto Memorial Stadium

**Hutto ISD
Memorial Stadium
Renovations & Additions**
Hutto, Texas

[illegible]

BID SET
- NOT FOR CONSTRUCTION

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THEY WERE PREPARED BY OR UNDER
SUPERVISION OF:
FRANCONI, HAY, ASH/ARI & #2756

Project No.:	37944.004
Issued:	02/03/21
Drawn By:	BM
Checked By:	BH
Scale:	AS SHOWN
Sheet Title	

Sheet Number

ISSUED: FEB 3, 2021

REVISIONS

Revision No.	Revision Date
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Director	Drawn By
DIR	VLK
Designer	Quality Control
DSN	QC
Proj. Arch.	
PA	

PROJECT NO.

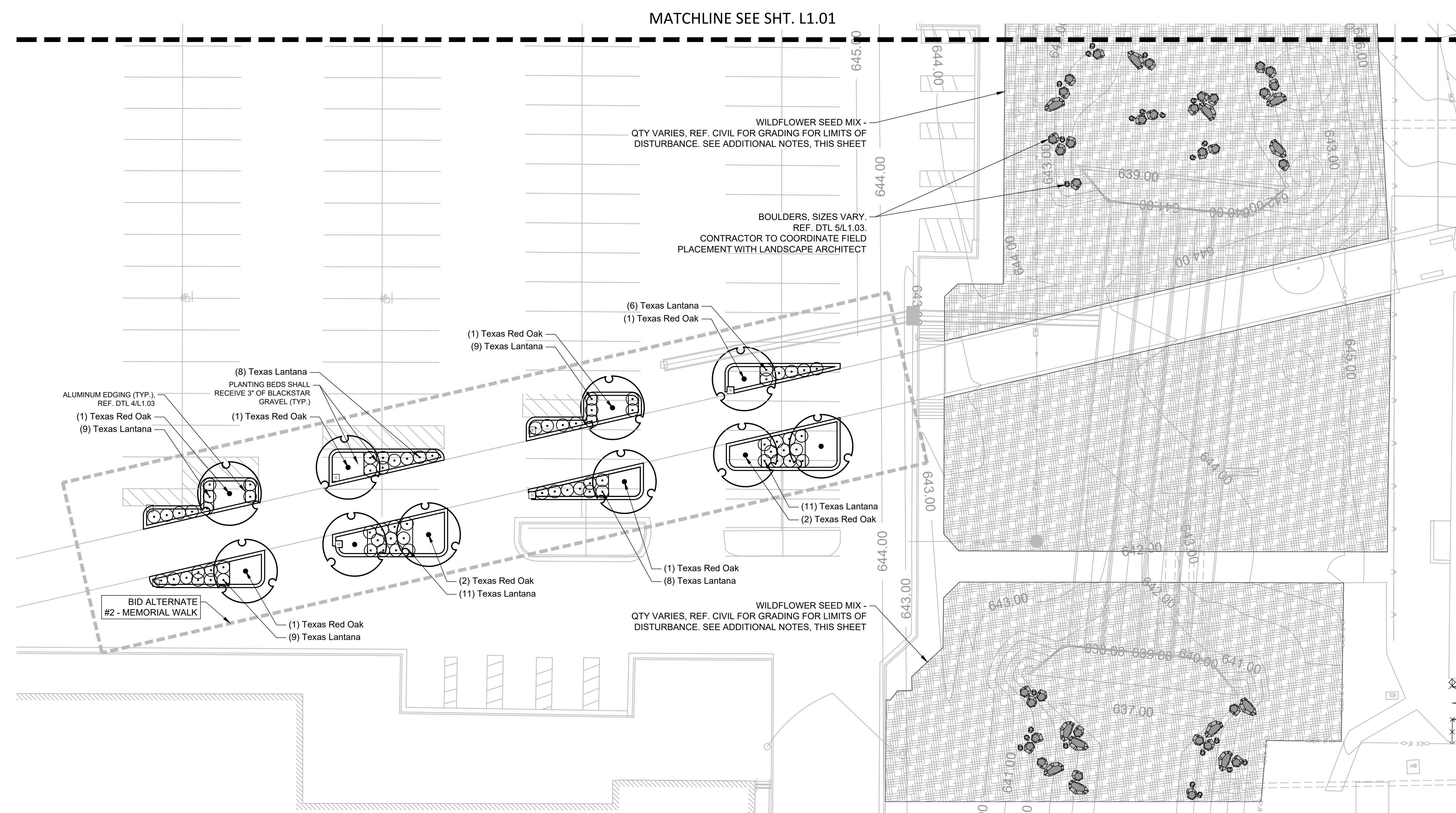
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PLANTING PLAN

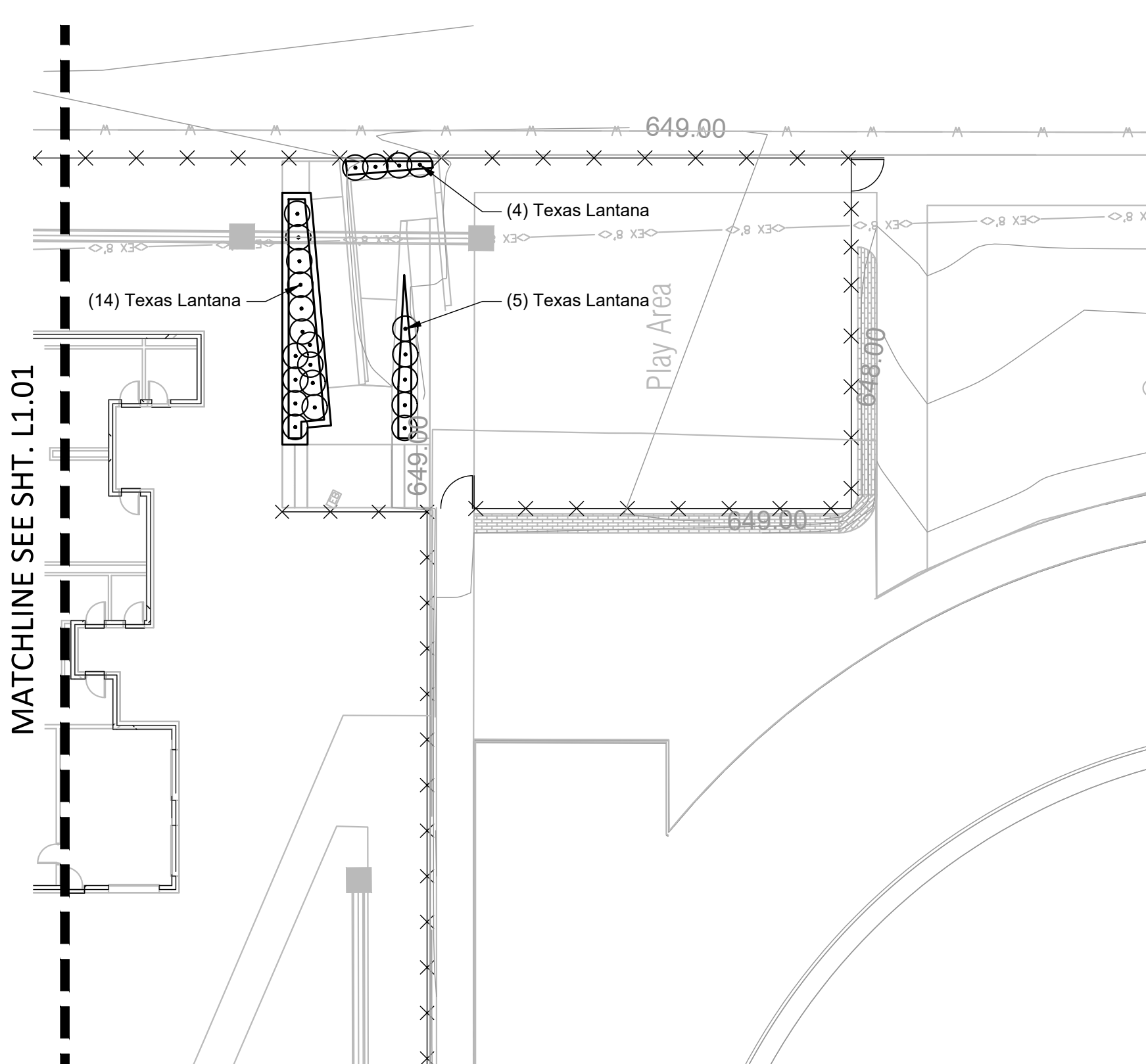
SHEET NO.

L1.02

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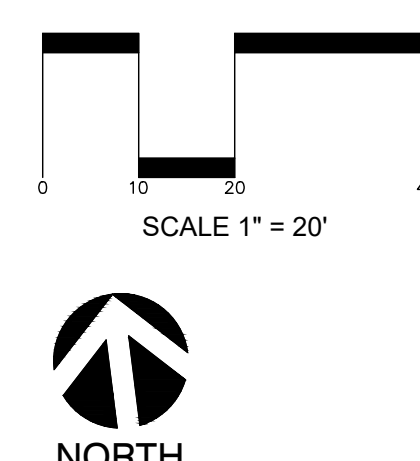


L1.02a



L1.02b

PLANT SCHEDULE - L1.02b			
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT
	23	Lantana urticoides / Texas Lantana	3 gal.



FOR OFFICIAL USE ONLY

Approved - May 11, 2011

Ashley Grundman
Ashley Grundman
Director of Development Services

Reviewed for Code
Compliance by
City of Hutto and
Williamson County
ESD#3

Samuel Ray, P.E.
Samuel Ray, P.E.
City Engineer

Eric Woods
Eric Woods
Fire Marshal, Hutto Fire Rescue
Williamson County Emergency Services District #3

PLANT SCHEDULE - L1.02a					
	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT</u>	<u>CAL</u>	<u>HT</u>
	10	Quercus texana / Texas Red Oak	Container Grown	2" Cal	12' H
	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT</u>	<u>---</u>	<u>HT</u>
	71	Lantana urticoides / Texas Lantana	3 gal.		
	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT</u>	<u>SIZE</u>	
		Wildflower Seed Mix	Seed		

WILDFLOWER MIX
DOUGLAS KING CO
LOT: 11SP

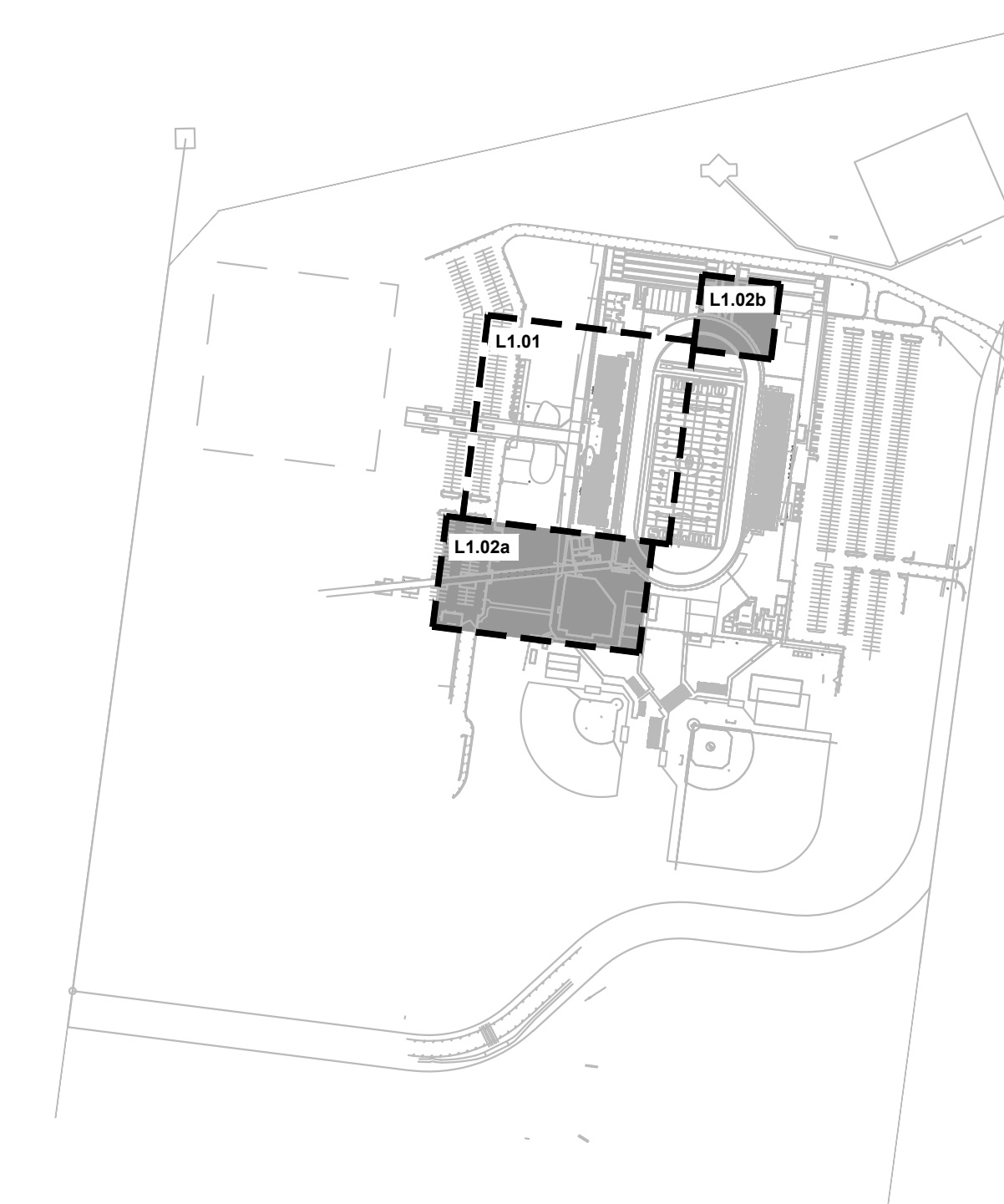
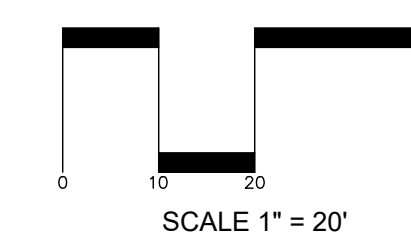
VARIETY	% BY WEIGHT
PLAINS COREOPSIS	15.18%
PURPLE CONEFLOWER	3.88%
CLASPING LEAF CONEFLOWER	15.88%
BLACK-EYED SUE	12.18%
MEXICAN HAT	12.18%
DRUMMOND PHLOX	6.88%
GREENTHREAD	3.88%
SCARLET SAGE	3.88%
STANDING CYPRESS	3.88%
BLACKFLOWER	6.88%
BLUEFRONNETS	16.00%

BOULDER SCHEDULE - L1.02a

<u>BOULDERS</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>MINIMUM SIZES</u>
	23	SMALL BOULDER	1.5' x 1.5' x 10"
	33	MEDIUM BOULDER	3' x 2.5' x 1.5'
	12	LARGE BOULDER	5' x 3' x 2'

NOTES

1. LIMITS OF WILDFLOWER SEED MIX IS PER LIMITS OF PROPOSED GRADING. FIELD CONDITIONS AND LIMITS OF DISTURBANCE MAY VARY AND WILL AFFECT WILDFLOWER SEED MIX QUANTITY.
2. REF. CIVIL FOR GRADING
3. PLANTING BEDS SHALL RECEIVE 3" OF BLACKSTAR GRAVEL, AS INDICATED AND NOTED ON PLAN SHEETS. ALL PLANTINGS IN STREAM BED TO RECEIVE BLACK MULCH.



KEY MAP | N.T.S.

EXISTING CONDITIONS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO SUBMITTING BID PROPOSAL, TO BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE PROJECT. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO COMMENCING WORK AND SHALL EXERCISE EXTREME CAUTION WHEN WORKING CLOSE TO UTILITIES, AND SHALL NOTIFY THE OWNERS REPRESENTATIVE OF APPARENT CONDITIONS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSTALLATION, CONTACT THE LOCAL UNDERGROUND UTILITY SERVICES FOR UTILITY LOCATION AND IDENTIFICATION. THE LANDSCAPE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.

2. ALL SITE FEATURES INCLUDING UTILITIES AND OTHER UTILITIES, ABOVE AND BELOW GRADE, TO BE VERIFIED AND ADJUSTED PRIOR TO PLANTING AND IRRIGATION INSTALLATION. NOTIFY OWNERS REPRESENTATIVE TO MAKE ADJUSTMENTS PRIOR TO INSTALLATION.

3. LAYOUT AND GRADING: THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURATELY LAYING OUT THE PLANT BEDS AND TURF AREAS BY SCALING THE DRAWINGS. LAYOUT SHALL BE PAINTED OR STAKED ON THE GROUND FOR REVIEW AND APPROVAL OF OWNERS REPRESENTATIVE PRIOR TO COMMENCING WORK. FOLLOWING APPROVAL, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IRRIGATION SYSTEM TO CONFORM TO THE APPROVED LAYOUT.

4. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING OF THE TURF AND PLANTING AREAS. THE LANDSCAPE CONTRACTOR AND OWNER SHALL REVIEW THE ENTIRE GRADING OF AREA PRIOR TO COMMENCING WORK. ENTIRE SITE SHALL BE GRADED TO FINISH GRADE PRIOR TO SCHEDULING PLANTING INSTALLATION.

5. TURF AREAS SHALL BE RAKED SMOOTH, REMOVING AND DISPOSING OF STONES OVER 1" DIAMETER AND STICKS, ROOTS, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSING OF THEM OFF OWNERS PROPERTY. ALL AREAS SHALL BE FINE GRADED TO ACHIEVE POSITIVE DRAINAGE WITHOUT PUDDLES OR STANDING WATER. THE TURF AREAS SHALL BE FINE GRADED TO A MINIMUM OF 1/2" OF FINISH GRADE TO DEPRESSIONS TO MEET FINISH GRADES TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. LIMIT FINE GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.

6. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION CONTROL OF SLOPED AREAS. THE CONTRACTOR TO RESTORE TURF OR PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.

7. TOPSOIL: THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPORTING AND PLACING TOPSOIL. TO PREPARE THE TURF AREAS FOR THE SPECIFIED GRASS SOD AND SEEDING, TURF AREAS SHALL RECEIVE A 2" LAYER OF AMENDED TOPSOIL. THE LANDSCAPE ARCHITECT, LANDSCAPE CONTRACTOR AND OWNER SHALL REVIEW THE EXTENT OF THIS WORK PRIOR TO COMMENCEMENT OF INSTALLATION. DO NOT EXCEED 2" OF TOPSOIL IF THE SOIL IS NOT EXCESSIVELY MUDDY OR EXCESSIVELY WET. TOPSOIL SHALL BE A MIN. OF 2% ORGANIC WITH PH BETWEEN 5.3 - 6.0.

8. PLANT BEDS: THE LANDSCAPE CONTRACTOR SHALL EXCAVATE FULLY PREPARED PLANT BEDS AS REQUIRED TO ACCOMMODATE A FULL 6" OF PREPARED SOIL AND 2" MULCH LAYER. CLEAN, NATIVE TOPSOIL REMOVED FROM THESE BEDS MAY BE SPREAD ON NEARBY AREAS TO BE SODDED OR SEEDED.

9. PREPARED SOIL MIX SHALL CONSIST OF 4" IMPORTED TOPSOIL AND 2" COMPOST, THOROUGHLY BLENDED TOGETHER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND DRAINAGE IN LANDSCAPE AREAS AWAY FROM ALL BUILDINGS AND STRUCTURES. THIS MIX SHALL ALSO BE USED TO BACKFILL PLANTING PITS OF ALL PIT-PLANTED SHRUBS AND TREES. IN BID PROPOSAL, FURNISH GRASS SPECIES CULTURE YARD OF PREPARED SOIL MIX. SUBMIT SAMPLE FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT.

10. IN BID PROPOSAL, FURNISH UNIT PRICE PER CUBIC YARD OF PREPARED SOIL MIX, PREPARED AND SPREAD. CONTRACT AMOUNT WILL BE ADJUSTED BASED ON ACTUAL, APPROVED QUANTITIES NEEDED AND FURNISHED.

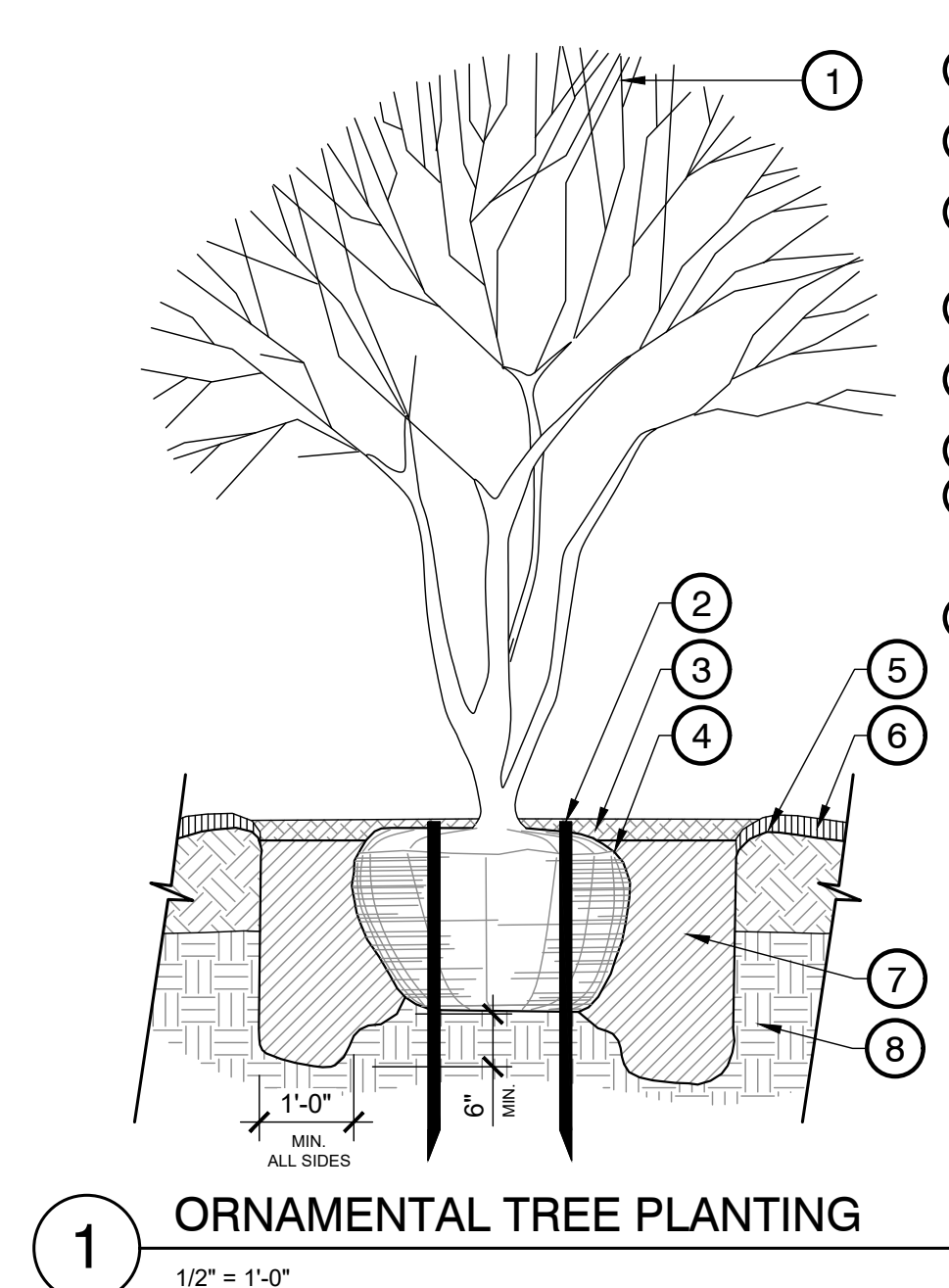
11. FINISH GRADES OF SHRUB AREAS AND LAWNS SHALL BE 1/2" BELOW ADJACENT PAVING OR HEADER.

12. WEED CONTROL TO BE COMPLETED PRIOR TO PREPARING PLANTINGS AREAS BY APPLICATION OF A 50/50 BLEND OF POST-EMERGENT HUMIC ACID COMPLEX AND ROUNDUP HERBICIDE. APPLY 10 LB OF MICROFIL HUMATES PLUS PER 1,000 SQ FT TO RESTORE SOIL HEALTH.

13. PLANT BED EDGING: FOLLOWING APPROVAL OF PLANT BED LAYOUT, INSTALL EDGING (OR APPROVED EQUIVALENT) WHERE INDICATED ON THE DRAWINGS. INSTALL EDGING FOLLOWING THE FOLLOWING: 1. PLANT BEDS: 2" HIGH, 1/2" WIDE, 1/2" DEEP. 2. TREES: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 3. GRASS AREAS: 2" HIGH, 1/2" WIDE, 1/2" DEEP. 4. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 5. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 6. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 7. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 8. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 9. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 10. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 11. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 12. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 13. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 14. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 15. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 16. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 17. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 18. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 19. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 20. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 21. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 22. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 23. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 24. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 25. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 26. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 27. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 28. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 29. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 30. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 31. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 32. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 33. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 34. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 35. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 36. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 37. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 38. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 39. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 40. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 41. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 42. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 43. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 44. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 45. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 46. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 47. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 48. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 49. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 50. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 51. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 52. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 53. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 54. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 55. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 56. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 57. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 58. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 59. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 60. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 61. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 62. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 63. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 64. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 65. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 66. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 67. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 68. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 69. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 70. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 71. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 72. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 73. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 74. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 75. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 76. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 77. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 78. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 79. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 80. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 81. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 82. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 83. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 84. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 85. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 86. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 87. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 88. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 89. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 90. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 91. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 92. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 93. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 94. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 95. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 96. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 97. WALKWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 98. DRIVEWAYS: 4" HIGH, 1/2" WIDE, 1/2" DEEP. 99

- SEEDING PRIOR TO COMMENCING INSTALLATION. LANDSCAPE CONTRACTOR SHALL PROVIDE A UNIFORM STAIN OF GRASS BY WATERING AND MAINTAINING SEEDBED AREAS UNTIL DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT. THE SEEDING SHALL BE DONE BY THE CONTRACTOR. THE SEED SHALL BE UNIFORM, UNIFORMITY OF THE SEEDING SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE. UNIFORMITY OF THE SEEDING SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE. REVIEWS ALL AFFECTED AREAS. REPLACE IMMEDIATELY UNTIL REQUIRED TO SEED IN THE SUCCEEDING PLANTING SEASON. RESTRICT TRAFFIC FROM SEEDBED AREA UNTIL THE SEED HAS GROWN TO A MINIMUM OF 1/2" IN HEIGHT. SEED SHALL BE SEEN WHEN SOIL TEMPERATURE IS ABOVE 60 DEGREES F (IN EARLY SPRING THROUGH LATE SUMMER).
17. GUYING AND STAKING, PLANT INSTALLATION, MAINTENANCE AND PRUNING TO BE DONE PER SANS. ALL PLANTS ARE TO BE WARRANTED (FOR REPLACEMENT) FOR A PERIOD OF TWO YEARS AFTER FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PLANTS UNTIL THE CONTRACTOR IS DEEMED UNACCEPTABLE BY THE OWNER'S REPRESENTATIVE. REMOVE ALL TREE STAKES AND GUY WIRES AFTER ONE YEAR ESTABLISHMENT PERIOD STARTING FROM FINAL ACCEPTANCE OF LANDSCAPE INSTALLATION. REMOVE AND RECYCLE TRUNKS AND BRANCHES OF DEAD AND DISEASED TREES AND SEEDS.
18. PLANTS: ALL PLANTS SHALL BE NURSERY GROWN, GRADE 1 PLANTS MEETING NURSERYMAN ASSOCIATION STANDARDS. TYPICAL IN SHAPE AND SIZE FOR SPECIES AND PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITH EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS. PLANTS SHALL NOT BE ROOT-BOUND NOR LOOSE IN THEIR CONTAINERS. HANDLE ALL PLANTS WITH CARE IN TRANSPORTING. PLANTS SHALL BE MAINTAINED UNTIL INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PRESENT THEIR BEST SIDE FACING THE VIEWER. USE TOTAL QUANTITIES OF PLANTS INDICATED; ADJUST QUANTITIES TO MATCH SPECIFICATIONS. PLANTS SHALL BE MAINTAINED UNTIL INSTALLATION. PLANT MATERIAL LAYOUT. PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE ARCHITECT. CUT AND REMOVE BURLAP FROM TOP 1/3 OF BALL (IF BAB MATERIAL IS SPECIFIED OR APPROVED). CALIPER ALL PLANTS TO DETERMINE MINIMUM CALIPER OF MAJOR TRUNKS. OTHER TRUNKS MUST BE 1/2 SIZE OF MAJOR TRUNK OR LARGER.
19. PROVIDE UNIT PRICES FOR ALL PLANT MATERIALS. UNIT PRICE IS TO INCLUDE COST OF MATERIAL, LABOR AND TAXES AS REQUIRED TO INSTALL THE PLANTS. UNIT PRICES SHALL BE USED IN THE CASE THAT FEWER OR MORE PLANTS ARE TO BE PLANTED.
20. REGULAR CLEAN UP AT THE JOB SITE AND ACCESS ROUTES SHALL TAKE PLACE ON A DAILY BASIS UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING IS TO BE COORDINATED WITH OWNER'S REPRESENTATIVE. DAILY AND ANY BARRIERS/PROTECTIVE DEVICES ARE TO BE INSTALLED AS NEEDED TO PROTECT THE SAFETY OF THE PUBLIC. ALL CURBS, DRIVEWAYS, SIDEWALKS, AND DRIVEWAYS SHALL BE PROTECTED BY A PEDESTRIAN ACCESS UNOBSTRUCTED FOR SAFE PASSAGE DURING DEMOLITION AND CONSTRUCTION.

21. CONTRACTOR TO PROVIDE A NINETY-DAY MAINTENANCE AGREEMENT FOR ALL WORK PERFORMED.
22. WARRANTY: CONTRACTOR TO PROVIDE IN WRITING TO OWNER A GUARANTEE FOR ALL PLANT MATERIAL PROVIDED. PROVIDE A ONE-YEAR REPLACEMENT WARRANTY FOR ALL PLANT MATERIALS. WARRANTY SHALL COVER PLANTS WHICH HAVE DIED OR PARTIALLY DIED (THEREBY RUINING THEIR NATURAL SHAPE), BUT NOT PLANTS WHICH DIED DUE TO VANDALISM OR ANIMAL DAMAGE. THE WARRANTY DOES NOT COVER DROUGHT OR NEGLIGENCE BY THE OWNER. THE WARRANTY IS INTENDED TO COVER CONTRACTOR NEGLIGENCE, INFESTATIONS, DISEASE AND DAMAGE OR SHOCK TO PLANTS. PLANTS REPLACED UNDER WARRANTY WILL BE WARRANTED FOR ONE YEAR FOLLOWING REPLACEMENT.
23. MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW OF AT LEAST SIXTY (60%) PERCENT OF ANY STRIP OR PUBLIC RIGHT-OF-WAY COMPOSITE ZONING ORDINANCE.
24. FOR NEWLY PLANTED TREES THE CALIPER IS THE TRUNK DIAMETER OF A TREE AT FOUR (4) INCHES ABOVE NEAREST GROUND SURFACE.
25. A MINIMUM 8-INCH TOPSOIL DEPTH WILL BE PROVIDED IN ALL LANDSCAPED BEDS AND MULCH WILL BE PROVIDED. GROUND PLANTINGS, REF. TO NOTE-30 FOR SPECIFIC LOCATIONS.
26. ALL NEW LANDSCAPED BEDS ARE REQUIRED TO HAVE A MINIMUM OF SIX INCHES (6") OF SOIL DEPTH. THIS SIX-INCH (6") MINIMUM SOIL DEPTH WILL CONSIST OF 75 PERCENT SOIL BLENDED WITH 25 PERCENT COMPOST. THE SOIL/COMPOST BLENDED SHALL BE INCORPORATED INTO THE TOP TWO INCHES OF THE NATIVE SOIL. THE SIX-INCH (6") DEPTH REQUIREMENT DOES NOT APPLY TO THE AREA BETWEEN THE DRIP LINES OF EXISTING TREES, SHRUB BEDS, HYDROSEED, REVEGET OR WILDSIDE AREAS.
27. CONTRACTOR TO SCARIFY SOIL PRIOR TO REVEGET HYDROSEED TO ENSURE PROPER ESTABLISHMENT. REF. TO AREAS WITH EXISTING NATIVE VEGETATION THAT REMAIN UNDISTURBED SHALL BE EXEMPT FROM THE SCARIFYING REQUIREMENT. NATIVE SOIL AND VEGETATION IN SUCH AREAS IS FENCED DURING CONSTRUCTION AND PROTECTED FROM DISTURBANCE AND COMPACTION DURING THE CONSTRUCTION PROCESS.
28. THE DEVELOPER AND SUBSEQUENT OWNERS OF THE LANDSCAPED PROPERTY, OR THE MANAGER OR MAINTENANCE OWNER, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPED. SAID AREAS SHALL BE MAINTAINED SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE AT ALL TIMES AND SHALL BE KEPT FREE OF REFUSE AND DEBRIS. ALL PLANTED AREAS SHALL BE PROVIDED WITH SUFFICIENT IRRIGATION TO MAINTAIN THE PLANTS THROUGHOUT THE GROWING SEASON AND THROUGH GROWTH AND DEVELOPMENT. MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL IF THAT MATERIAL WAS TO BE MEET THE REQUIREMENTS OF THE LANDSCAPE ORDINANCE.
29. ALL DISTURBED AREAS AND ROW WILL BE RE-VEGETATED BY THE DEVELOPER
30. NO MORE THAN 50% OF THE SAME SPECIES MAY BE PLANTED TO MEET THE TREE PLANTING REQUIREMENTS.



The diagram illustrates two methods of tree planting: typical layout plan, single planting, and bed planting.

TYPICAL LAYOUT PLAN
(# SYMBOLS NOT SHOWN ON PLAN)

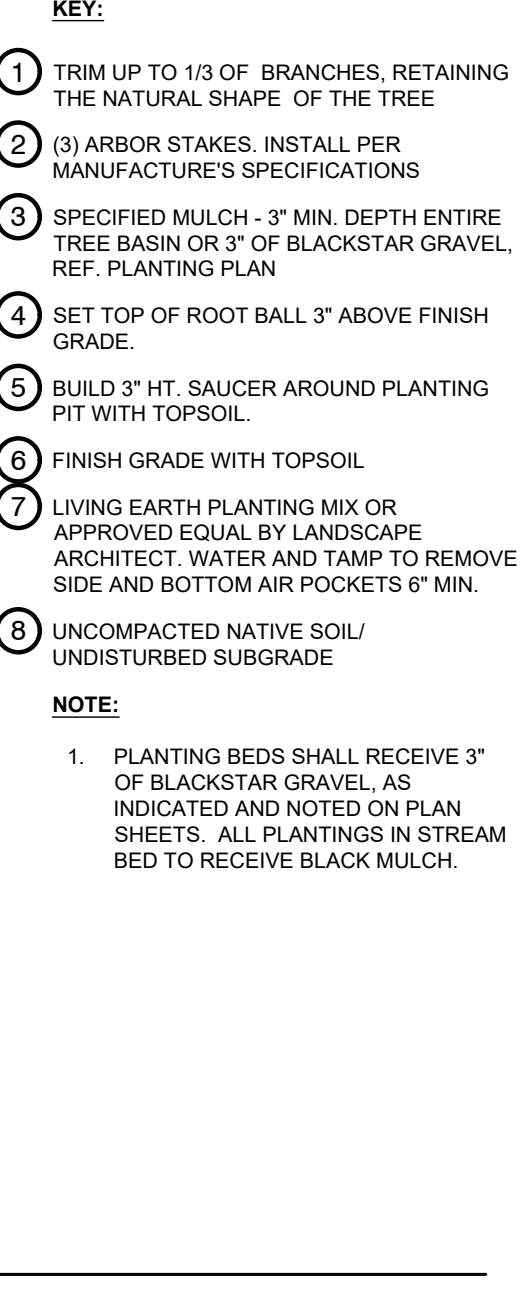
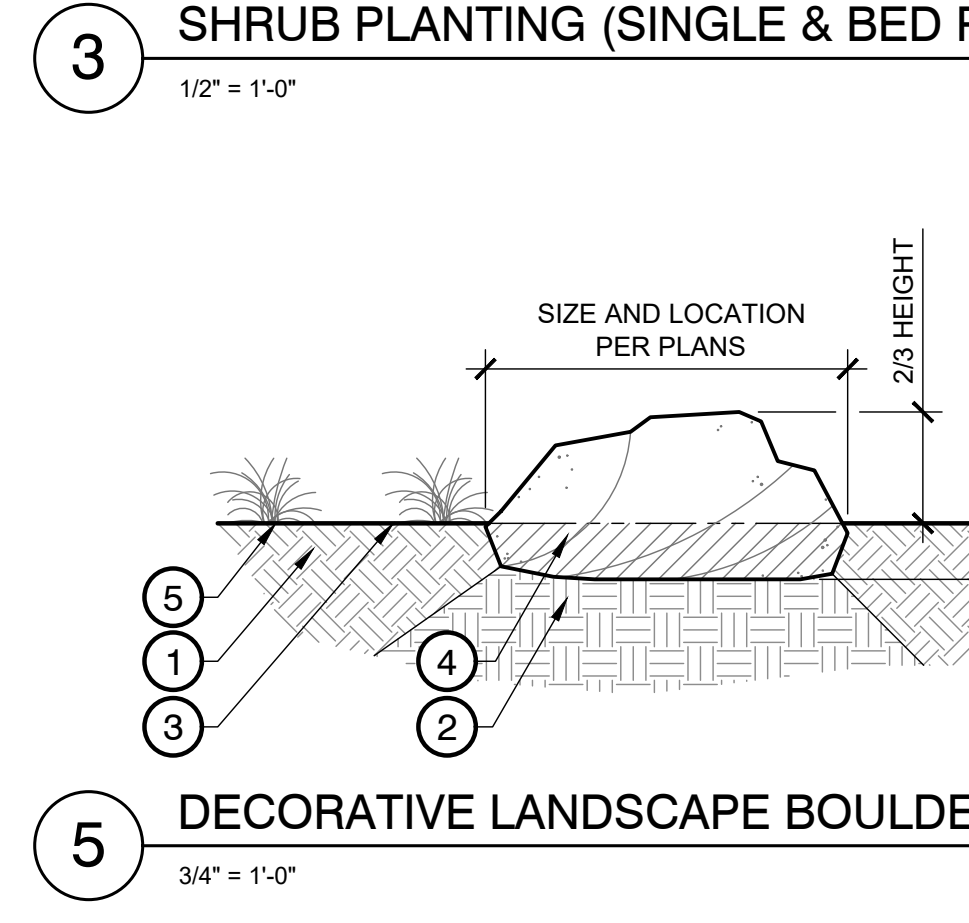
This plan view shows a central tree (1) with a circular canopy. It is surrounded by six smaller circles (2) arranged in a hexagonal pattern. A dimension line (7) indicates the distance between the centers of the trees. A note states "(# SYMBOLS NOT SHOWN ON PLAN)".

SINGLE PLANTING

This cross-section shows a tree (1) planted in a hole. The hole is filled with soil (2). The ground surface is marked with a line (3). The depth of the hole is indicated by a dimension line (4) and labeled "VARIES". The diameter of the hole is indicated by a dimension line (5) and labeled "TWICE BALL DIA.". The ground surface is marked with a line (6). The ground surface is marked with a line (7). The ground surface is marked with a line (8).

BED PLANTING

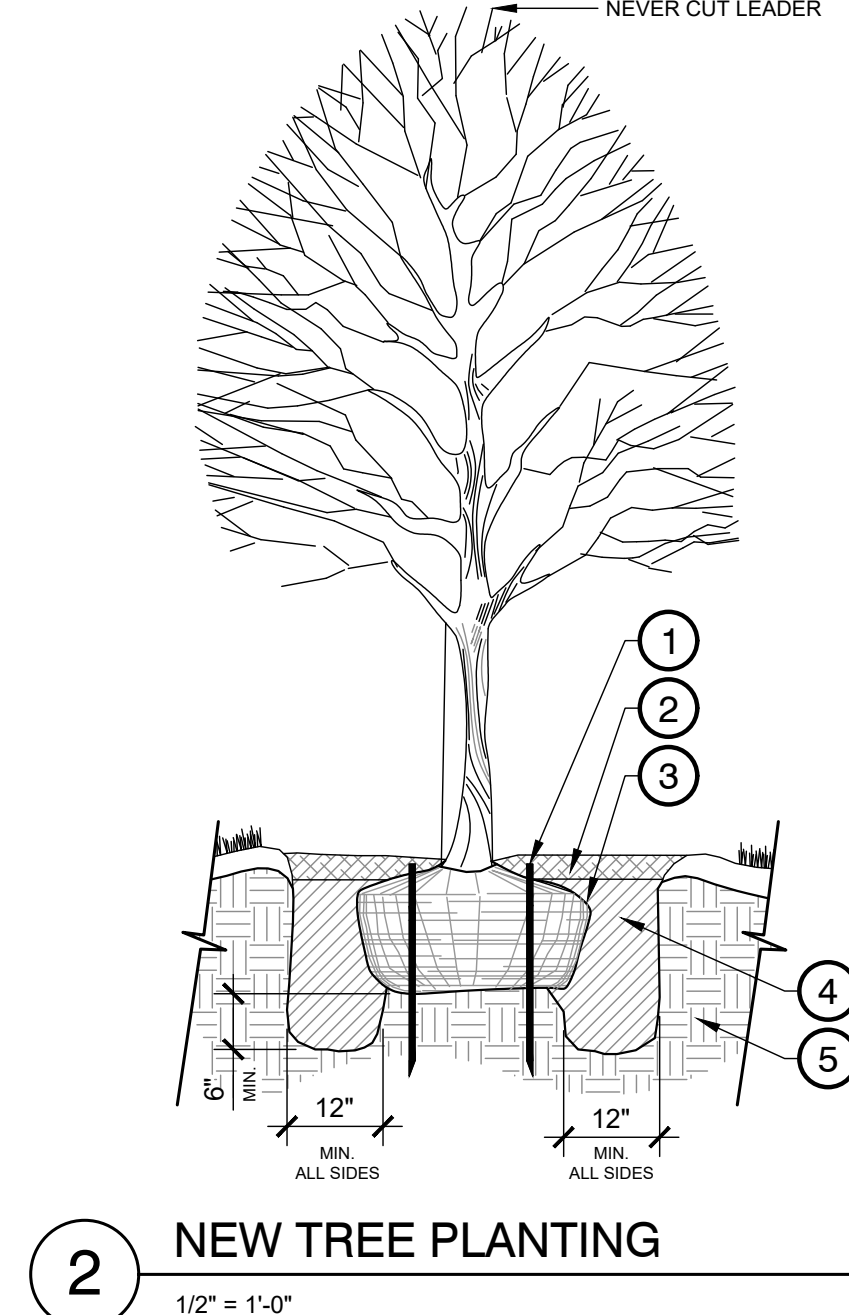
This cross-section shows two trees (1) planted in a bed. The bed is filled with soil (2). The ground surface is marked with a line (3). The depth of the bed is indicated by a dimension line (4) and labeled "VARIES". The diameter of the bed is indicated by a dimension line (5) and labeled "TWICE BALL DIA.". The ground surface is marked with a line (6). The ground surface is marked with a line (7). The ground surface is marked with a line (8).

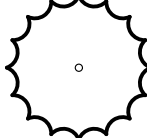
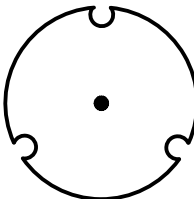
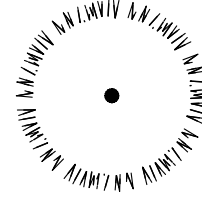


1. MULCH OR BLACK/GRAY GRAVEL AS INDICATED AND NOTED ON PLANTING SHEETS. IF BLACK OR GRAY GRAVEL IS SPECIFIED HARDWOOD MULCH 3" MIN. DEPTH.
2. SHRUBS ROOTBALL CROWN TO BE FILLED WITH FINISH GRADE. PREVENT SETTLING BY COMPACTING SOIL MIX BELOW PLANT.
3. MAINTAIN SAUCEUR ON ALL SIDES OF THE PLANT TO RETAIN WATER AND MULCH.
4. LIVING EARTH PLANTING MIX OR EQUIVALENT, SUPPLIED BY LANDSCAPE ARCHITECT; WATER AND TAMP TO REMOVE AIR POCKETS 7" MIN. ALL SIDES.
5. FINISH GRADE WITH TOPSOIL.
6. 3/8" X 5/8" SURE-LOCK ALUMINUM SURGEPIPE. SEE DETAIL THIS SHEET. REFER TO PLAN FOR LOCATIONS. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
7. SHRUB LAYOUT, REFER TO PLANTING SHEET.
8. UNCOMPACTED NATIVE SOIL/UNDISTURBED SUBGRADE

NOTE:

1. PLANTING BEDS SHALL RECEIVE 3" OF BLACKSTARK MULCH AS INDICATED AND NOTED ON PLANT SHEETS. ALL PLANTINGS IN STREAM BEDS TO RECEIVE BLACK MULCH.



PLANT SCHEDULE - OVERALL						
<u>TREES</u>	<u>QTY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>BOTANICAL / COMMON NAME</u>	
	11	11			Chilopsis linearis / Desert Willow	
	16	6	10		Quercus texana / Texas Red Oak	
	5	5			Salix babylonica / Weeping Willow	
<u>SHRUBS</u>	<u>QTY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>BOTANICAL / COMMON NAME</u>	
	78	78			Dietes bicolor 'Moraes' / Forsythia	
	166	72	71	23	Lantana urticoides / Texas Lantana	
	40	40			Muhlenbergia lindheimeri 'Big' / E	
	20	20			Scutellaria suffrutescens / Pink S	
<u>SOD/SEED</u>	<u>QTY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>BOTANICAL / COMMON NAME</u>	
					Wildflower Seed Mix	

***NOTE:**

PLANTING BEDS SHALL RECEIVE 3" OF BLACKSTAR GRAVEL, AS INDICATED AND NOTED ON PLAN SHEETS. ALL PLANTINGS IN STREAM BED TO RECEIVE BLACK MULCH.

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Approved - May 11, 2021


Adam Henderson
Director of Development Services


Samuel Ray, Jr.
City Engineer

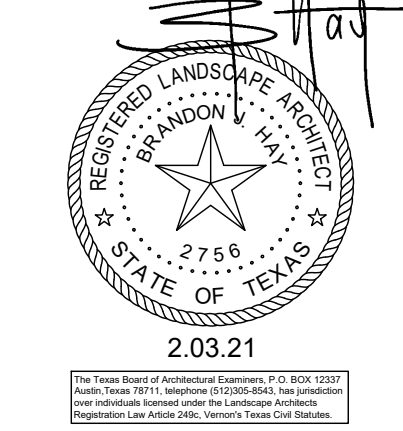

Fire Marshal, Hutto Fire Rescue
Williamson County Emergency Services District #3

Reviewed for Code
Compliance by
City of Hutto and
Williamson County
ESD#3

VLK | ARCHITECTS

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Memorial Stadium
Renovations & Additions
Hutto, Texas

HALFF
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BLOOM F. STE 125
AUSTIN, TX 78728
(512) 336-1100
TBBELS FIRM #F-312

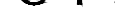
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BRANDON J. HAY, ASLA/RLA #2756

Project No.:	37944.004
Issued:	02/03/21
Drawn By:	BM
Checked By:	BH
Scale:	AS SHOWN
Sheet Title	

Sheet Numb



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HUTTO ISD
HUTTO, TEXAS

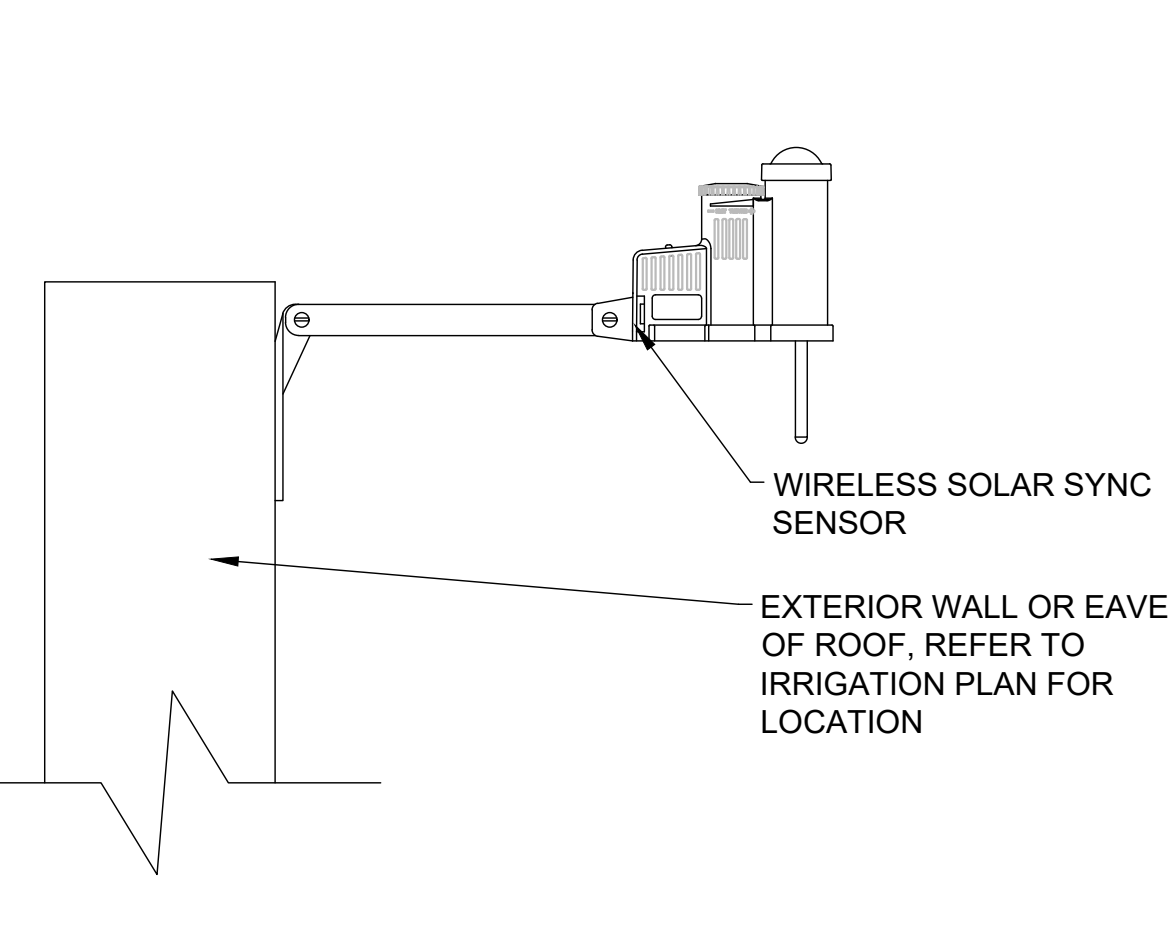
Modernizations and Improvements to Hutto Memorial Stadium

IRRIGATION NOTES

- IRRIGATION CONTRACTOR IS TO BE A STATE OF TEXAS LICENSED IRRIGATOR, AND SHALL FOLLOW ALL TCEQ CODES AND REGULATIONS
- THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO INITIATING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INTERRUPTION IN SERVICE CAUSED BY HIS EXCAVATIONS AND/OR WORK.
- IRRIGATION PLAN IS DIAGRAMMATIC IN NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR ACCOMPLISHING FULL COVERAGE IN ALL AREAS WITH SPECIFIED EQUIPMENT. ANY DISCREPANCIES IN THE PLAN SHOULD BE BROUGHT TO THE LICENSED IRRIGATOR'S ATTENTION BEFORE BID.
- WHERE TREES, LIGHT STANDARDS, ETC. ARE AN OBSTRUCTION OF PIPING AND DRIP EMITTERS THE IRRIGATION SHALL BE ADJUSTED AND/OR RELOCATED AS NECESSARY, WITHOUT ADDITIONAL COST TO THE CONTRACT, TO OBTAIN FULL COVERAGE WITH MINIMAL OVERSPRAY INTO NON-LANDSCAPE AREAS OR ONTO PAVEMENT OR BUILDINGS.
- ALL FITTINGS AND NECESSARY EQUIPMENT REQUIRED TO MAKE THIS IRRIGATION SYSTEM OPERATE PROPERLY AND TO COMPLY WITH LOCAL AND STATE CODES ARE INCIDENTAL TO THESE PLANS AND ARE THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT PROPOSED IRRIGATION SYSTEM IN ACCORDANCE WITH PLANS, WRITTEN SPECIFICATIONS, AND DETAILS.
- THIS IRRIGATION SYSTEM WAS DESIGNED FOR A MINIMUM STATIC PRESSURE AT THE POINT OF CONNECTION AS INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY ACTUAL PSI AND DELIVER RESULTS TO THE LICENSED IRRIGATOR PRIOR TO CONSTRUCTION. IN THE EVENT THE ACTUAL PSI IS LESS THAN WHAT IS SPECIFIED ON THE PLANS THE CONTRACTOR SHALL RECEIVE DIRECTION FROM THE LICENSED IRRIGATOR REGARDING DESIGN MODIFICATIONS IF NECESSARY.
- CONTRACTOR WILL BE HELD LIABLE FOR GAINING ACCESS UNDER ALL PAVEMENTS. IF SLEEVES ARE INDICATED ON THE PLANS THEY SHOULD BE VERIFIED FOR ACCESSIBILITY AND PASSIBILITY BEFORE BID IS MADE. IF NOT, THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF SLEEVE PIPING WITH ALL TRADES TO INSURE THAT SLEEVES ARE INSTALLED PROPERLY PRIOR TO INSTALLATION OF CURB AND GUTTER, ASPHALT PAVING, SIDEWALKS, CONCRETE PADS, ETC.
- THE CONTRACTOR SHALL LOCATE AND VERIFY WATER SUPPLY TO WHICH THE IRRIGATION SYSTEM WILL CONNECT. ALL EQUIPMENT AND INSTALLATION METHODS SHALL COMPLY WITH ALL LOCAL, REGIONAL, STATE, AND FEDERAL GUIDELINES.
- CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS REQUIRED FOR THE FULL IMPLEMENTATION OF THE SYSTEM.
- ALL VALVES SHALL BE LOCATED IN PLANTING AREAS WHERE SHOWN AND ALL PIPING SHALL BE INSTALLED PRIOR TO LANDSCAPE PLANTING WORK.
- NO TEES, ELLS, OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER PAVING.
- PIPE SIZES SHOWN AT POINTS OF CONNECTION AND WHERE CHANGES IN PIPE SIZE OCCUR. ALL PIPES SHALL BE THE SIZE OF THE LAST PRECEDING SIZE CALLED OUT UPSTREAM OF EACH SECTION OF PIPE UNLESS OTHERWISE NOTED.
- EACH CONTROLLER WILL HAVE AN INDEPENDENT COMMON WIRE.
- SPLICING OF REMOTE CONTROL VALVE WIRES IS NOT ALLOWED BETWEEN CONTROLLER AND VALVE BOX FOR REMOTE CONTROL VALVE. WIRES MUST BE CONTINUOUS FROM CONTROLLER TO REMOTE CONTROL VALVE WITHOUT SPLICING.
- CONTRACTOR TO FLUSH ALL LINES PRIOR TO INSTALLING HEADS AND EMITTERS.
- BACKFILL SHALL BE MECHANICALLY COMPACTED LANDSCAPED AREAS TO A DRY DENSITY EQUAL TO ADJACENT UNDISTURBED SOIL. IN PLANTING AREAS, BACKFILL WILL CONFORM TO ADJACENT GRADES WITHOUT DIPS, SUNKEN AREAS, HUMPS, OR OTHER SURFACE IRREGULARITIES.
- REFER TO SPECIFICATIONS FOR TRENCH BACKFILL MATERIAL AND REQUIREMENTS.
- ALL REMOTE CONTROL VALVE WIRES NEED TO BE LABELED AT THE VALVE W/ WEATHER (WATER) PROOF LABELS AND AT CONTROLLER WITH CORRESPONDING LABEL.
- CONTRACTOR SHALL PLACE ALL SPRAY AND ROTARY HEADS AT LEAST 4" INSIDE FROM ANY CURBING, SIDEWALK, FENCING, OR BUILDING.
- LOCATION OF BUBBLERS MAY VARY SLIGHTLY FROM PLAN BASED ON ACTUAL LOCATION OF PROPOSED TREES UPON PLANTING. THEY MAY BE ADJUSTED, WITHOUT ADDITIONAL COST TO THE CONTRACT, TO PROVIDE ACCURATE WATERING.
- ALL SLEEVES SHALL HAVE AN EXTRA SLEEVE OF EQUAL SIZE ADDED FOR POTENTIAL FUTURE EXPANSION AND ADDITION.
- PROVIDE SLEEVES AS SHOWN TO COMPLETE THIS PROJECT. COORDINATE AND MARK (PER DETAIL) ALL SLEEVE LOCATIONS WITH THE GENERAL CONTRACTOR.
- 2'-0" MIN. OFFSET OF MAINLINE FROM BACK OF CURB TYP.
- ALL METER AND TAP IN LOCATIONS TO BE COORDINATED AND VERIFIED WITH OWNER AND LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

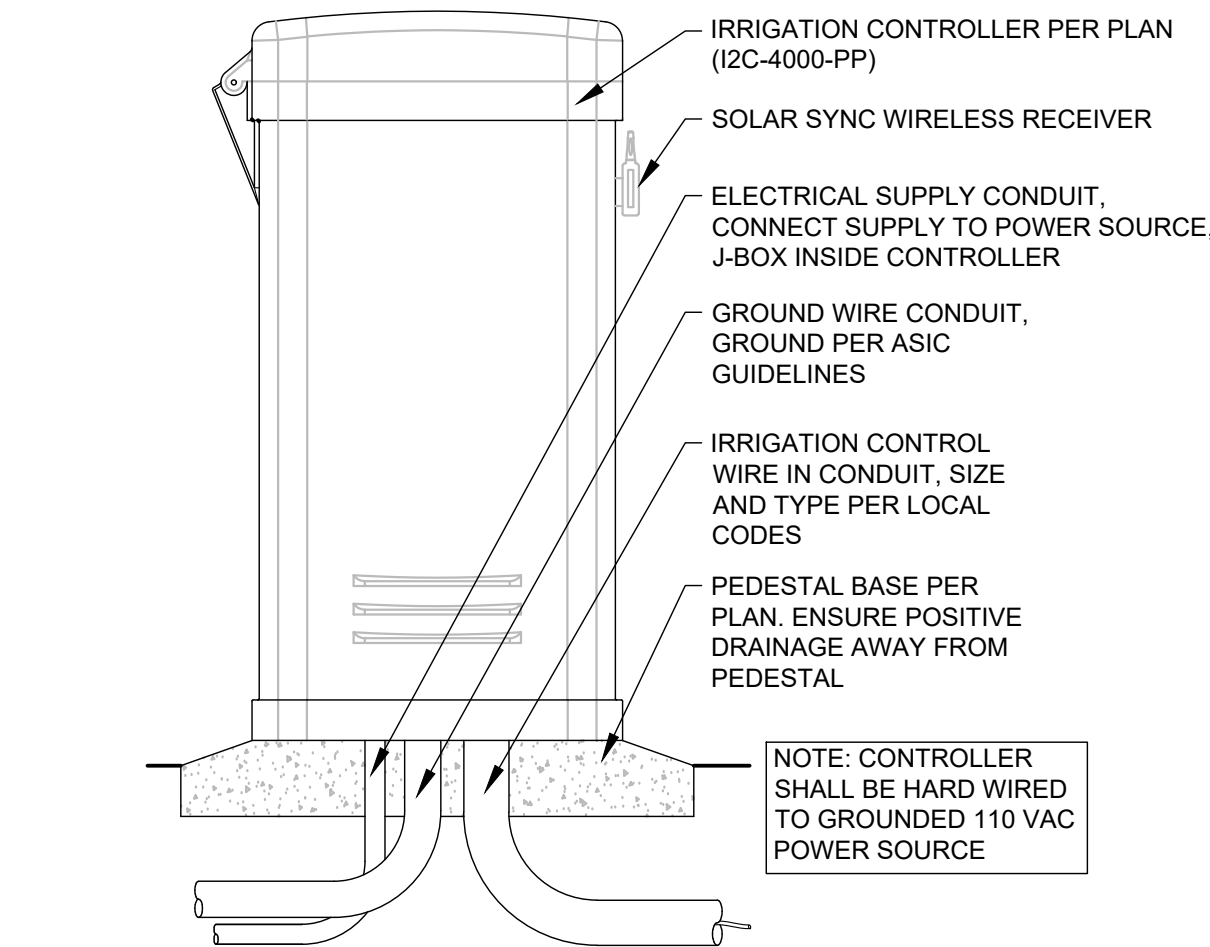
5 WIRELESS SOLAR SYNC SENSOR

NTS



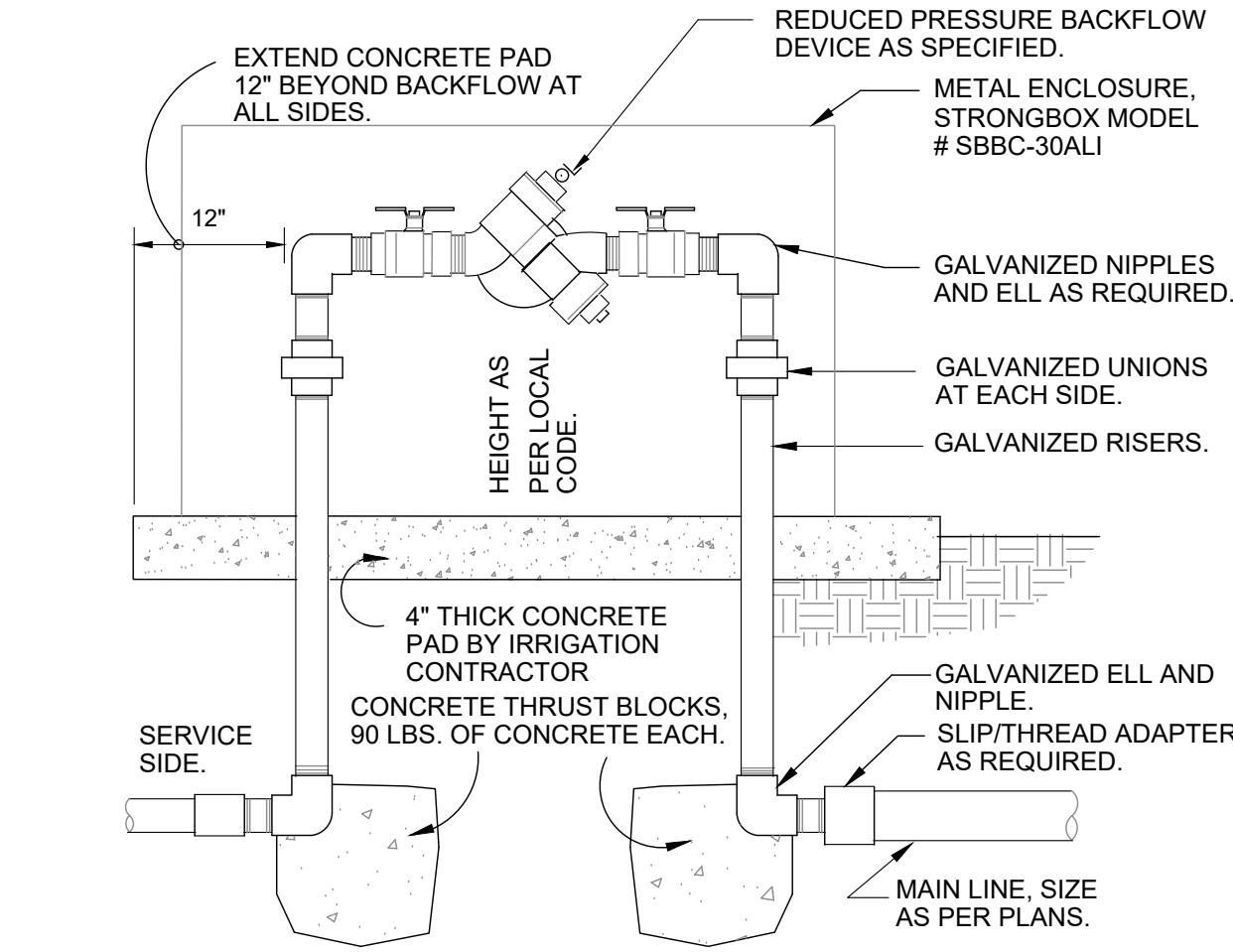
6 HUNTER ICC2 CONTROLLER

NTS



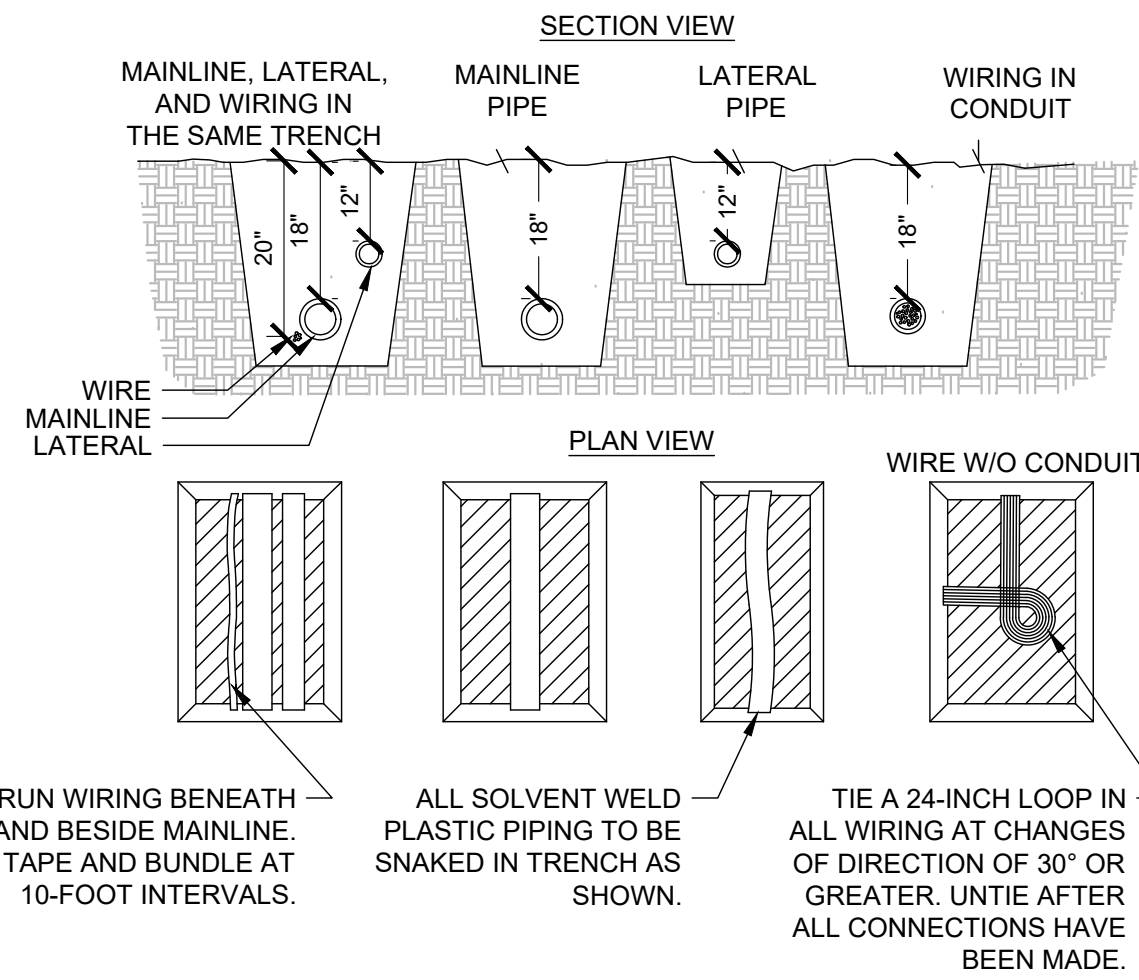
NOTE:

THE ASSEMBLY SHALL BE INSTALLED PER LOCAL CODE AND A MINIMUM OF 12" ABOVE GRADE AND IN A LOCATION IN WHERE IT CANNOT BE SUBMERGED



1 REDUCED PRESSURE BACKFLOW

1 1/2" = 1'-0"

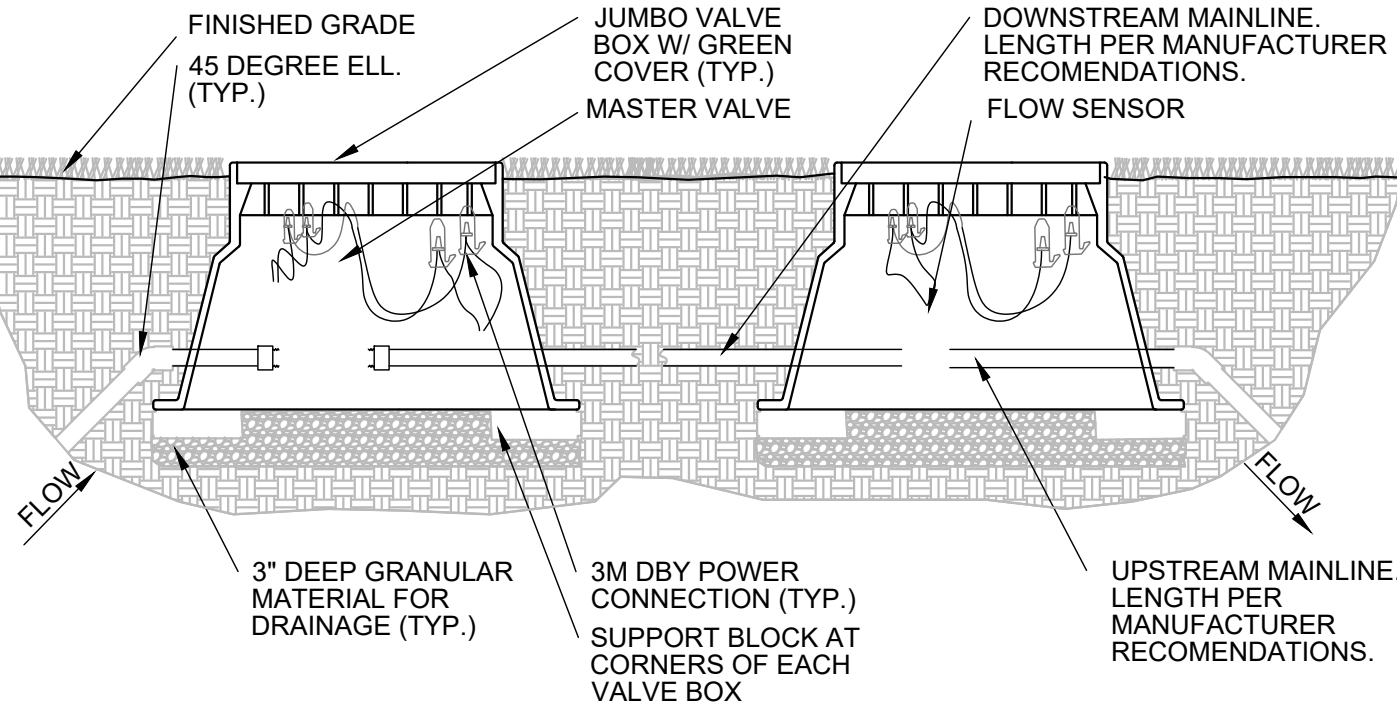


NOTES:

- SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH SCH 40 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.

2 TRENCHING DETAIL

NTS

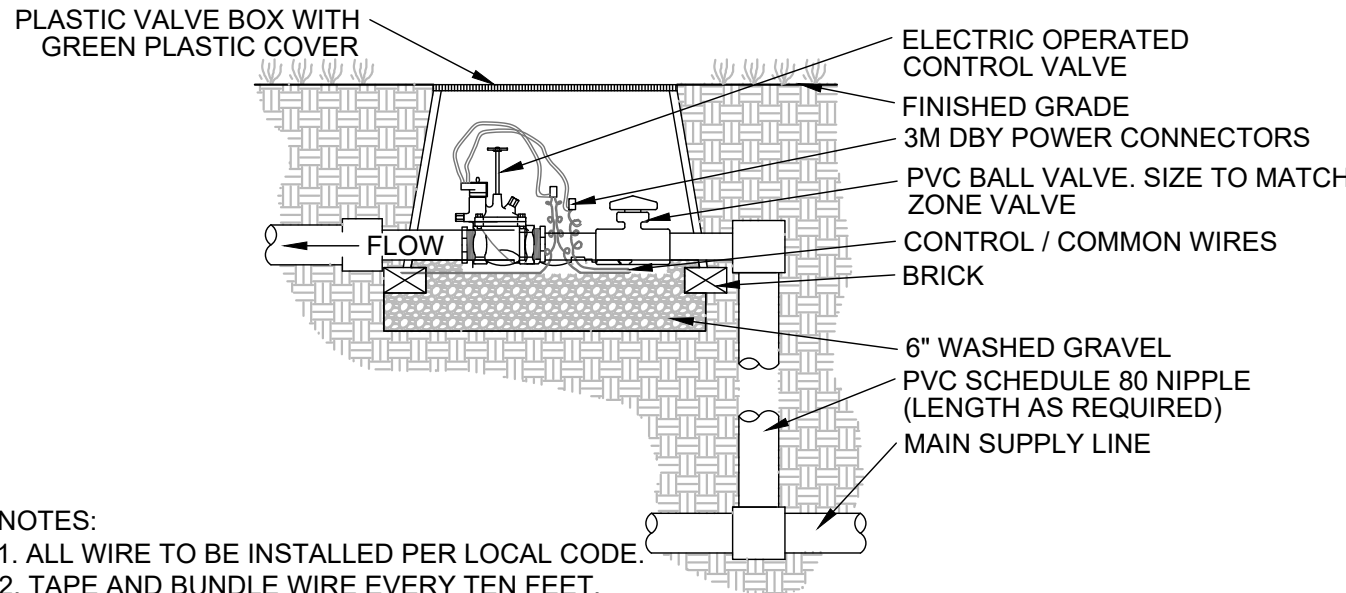


NOTES:

- ALL WIRE TO BE INSTALLED PER LOCAL CODE.
- TAPE AND BUNDLE WIRE EVERY TEN FEET.
- PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION IN VALVE BOX. (WRAP AROUND 1/2" PIPE 15 TIMES.)
- COMPACT SOIL AROUND VALVE BOX TO SAME DENSITY AS UNDISTURBED ADJACENT SOIL.
- INSTALL VALVES IN CLOSE PROXIMITY TO ADJACENT WALKS WHERE POSSIBLE.
- ORIENT RECTANGULAR VALVE BOXES PARALLEL TO ADJACENT WALKS, CURBS, ETC.

4 MASTER VALVE AND FLOW METER DETAIL

NTS

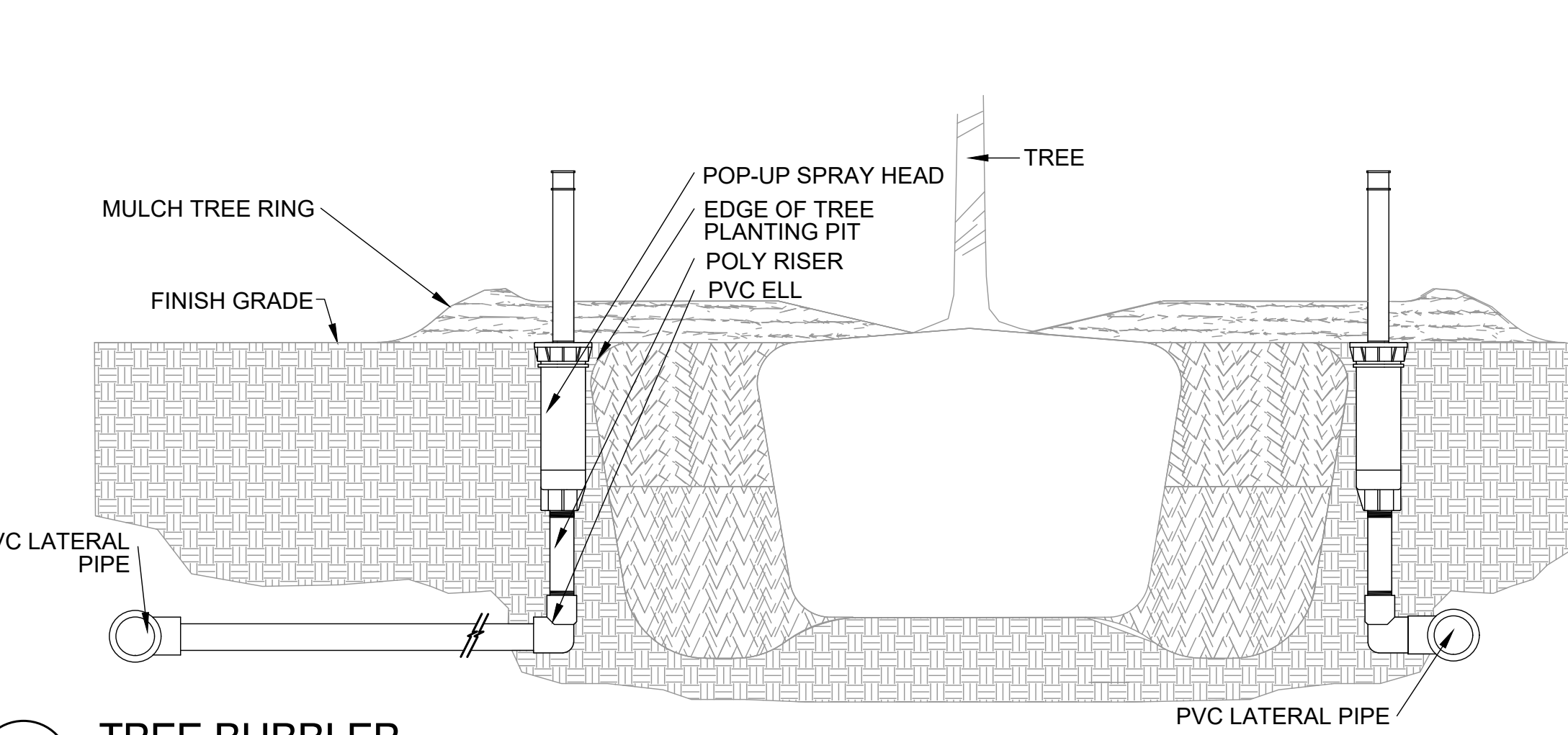


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- INSTALL VALVES IN CLOSE PROXIMITY TO ADJACENT WALKS WHERE POSSIBLE.
- ORIENT RECTANGULAR VALVE BOXES PARALLEL TO ADJACENT WALKS, CURBS, ETC.
- INSTALLATION OF BALL VALVES WILL BE SIMILAR TO INSTALLATION FOR CONTROL VALVES.

3 CONTROL VALVE DETAIL

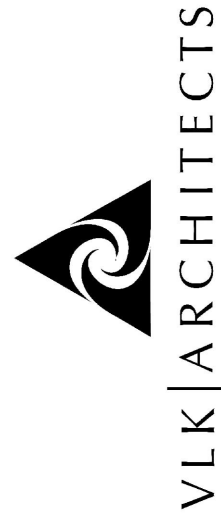
1" = 1'-0"



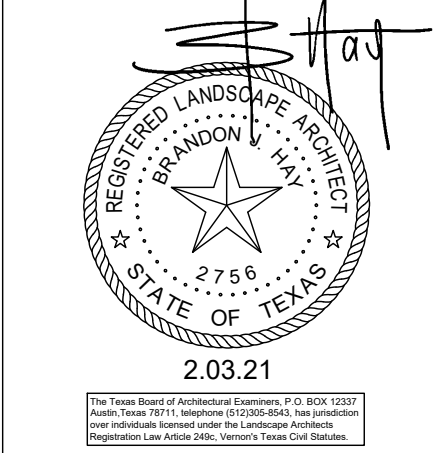
7 TREE BUBBLER

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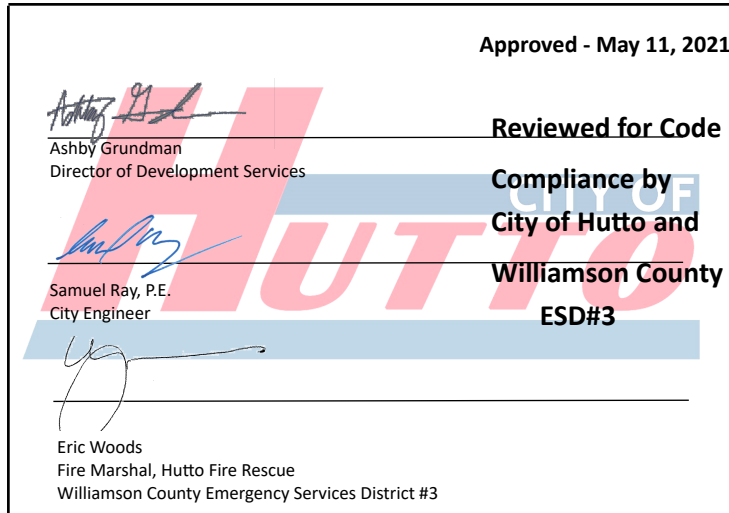


Revision No.	Date	Description



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BRANDON J. HAY, AS/LA/EA #2759

Project No.:	37944.004
Issued:	02/03/21
Drawn By:	BM
Checked By:	BH
Scale:	AS SHOWN
Sheet Title	
Sheet Number	



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HUTTO ISD
HUTTO, TEXAS

Modernizations and Improvements to Hutto Memorial Stadium

REVISIONS

Revision No.	Revision Date
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Director	Drawn By
DIR	VLK
Designer	Quality Control
DSN	QC
Proj. Arch.	
PA	

PROJECT NO.

SHEET TITLE

PERFORMANCE
IRRIGATION
NOTES & DETAILS

SHEET NO.

L2.01



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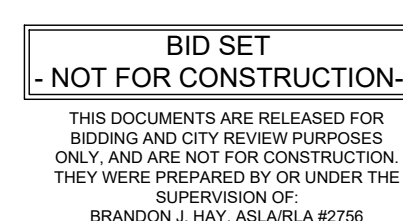
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711 N. Carancahua St. Suite 1190
Corpus Christi, Texas 78401
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www.Half.com

HUTTO ISD
HUTTO, TEXAS

**Hutto ISD
Memorial Stadium
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Hutto, Texas



2.03.21

Sheet Number

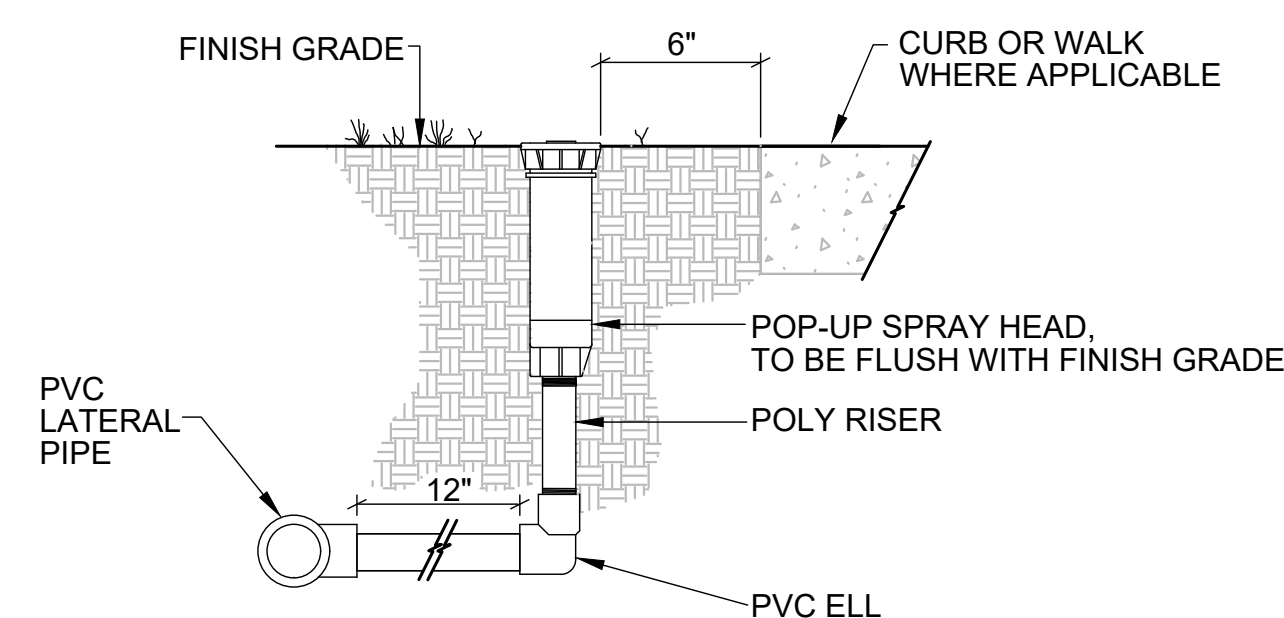
Director	Drawn By
DIR	VLK
Designer	Quality Control
DSN	QC
Proj. Arch.	
PA	

SHEET TITLE

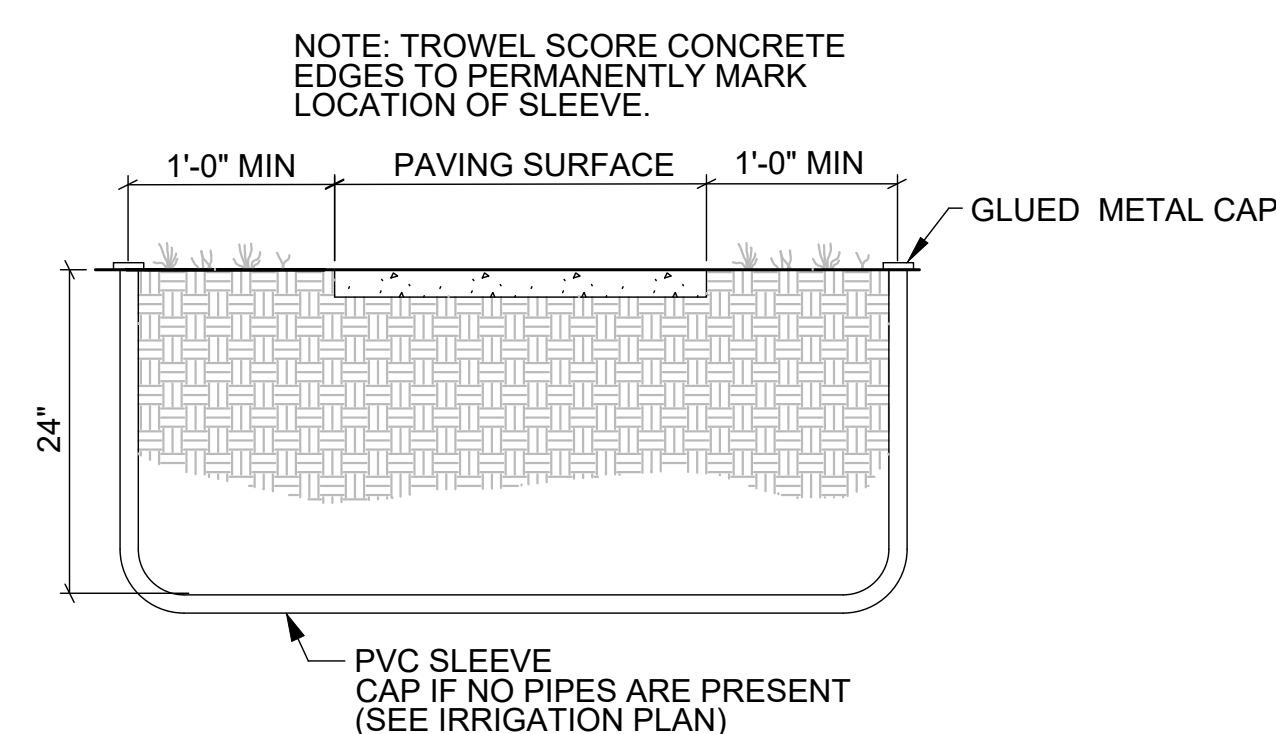
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L2.02

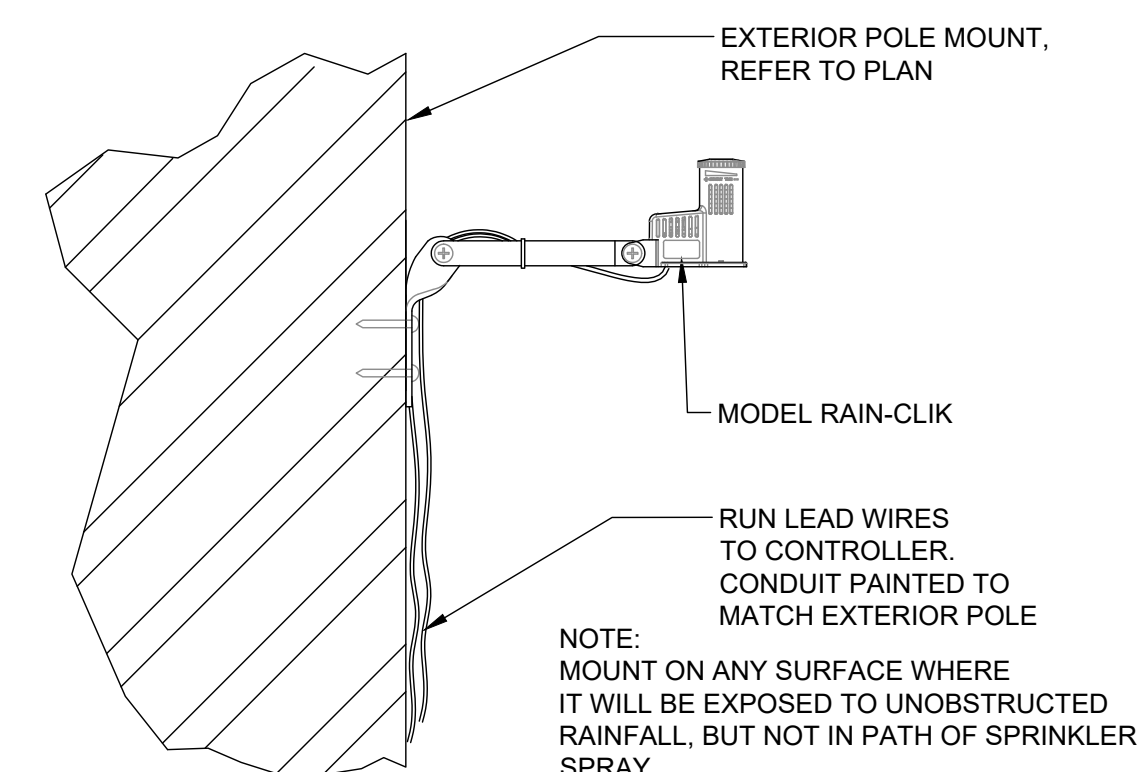
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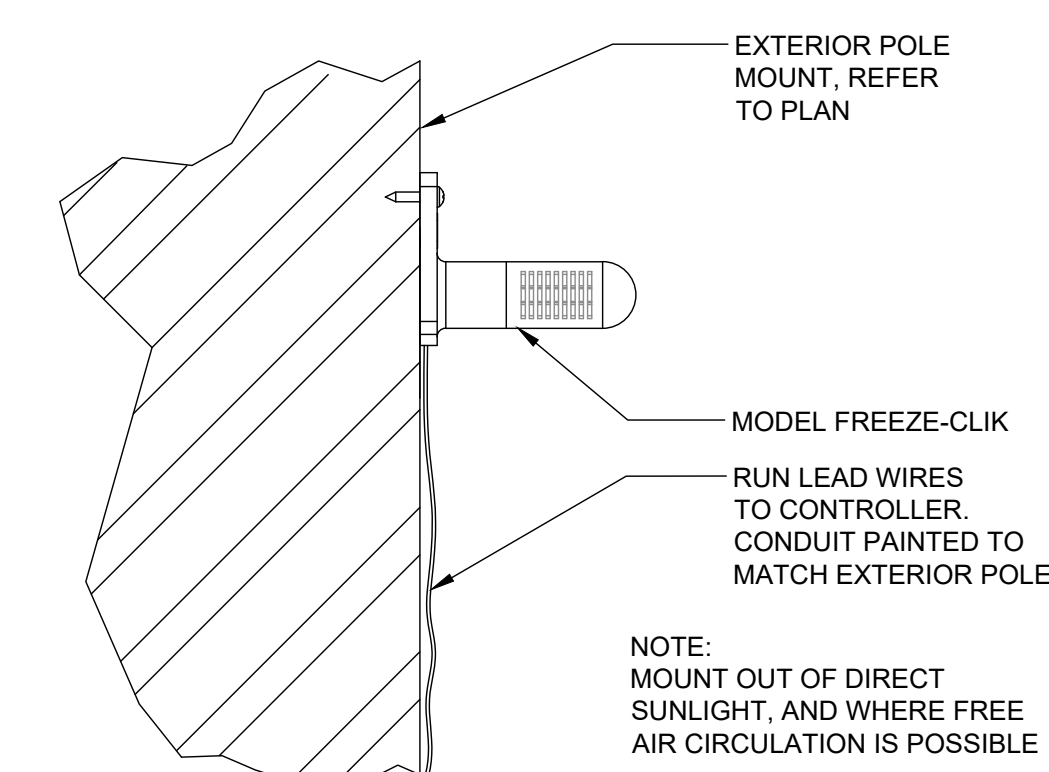
1 POP UP SPRAY HEAD
NTS



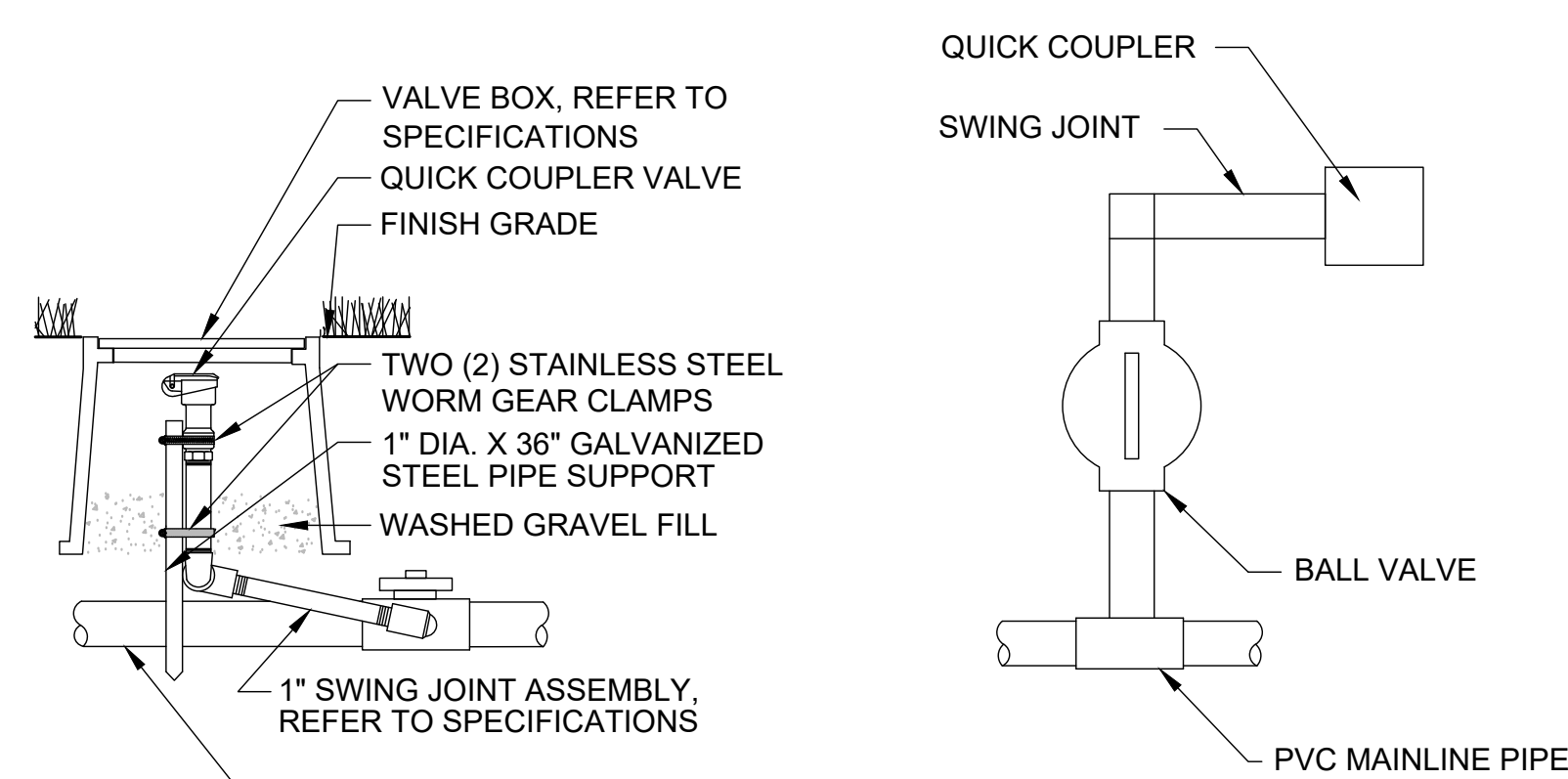
2 IRRIGATION SLEEVE DETAIL



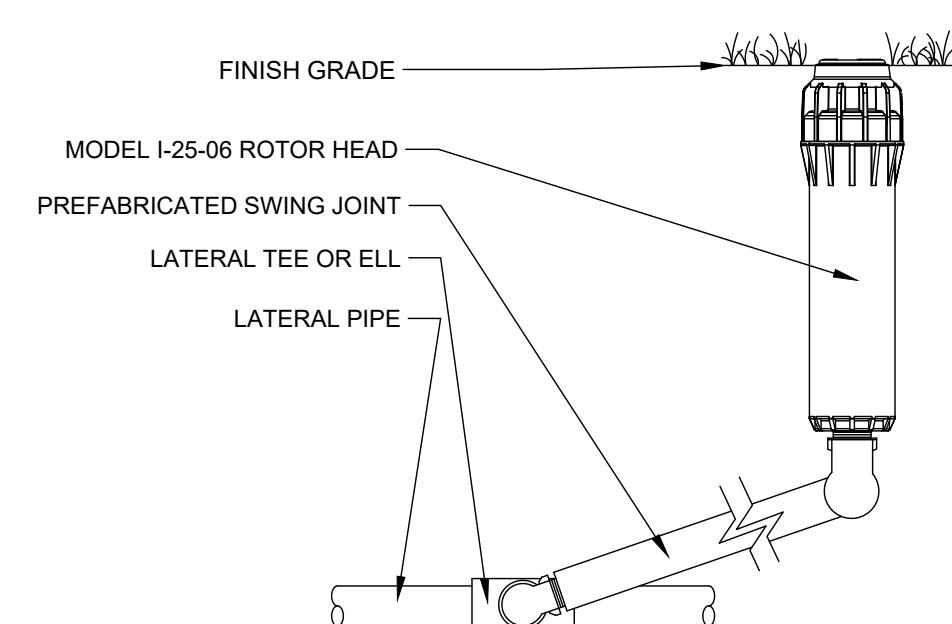
3 RAIN-CLIK
3" = 1'-0"



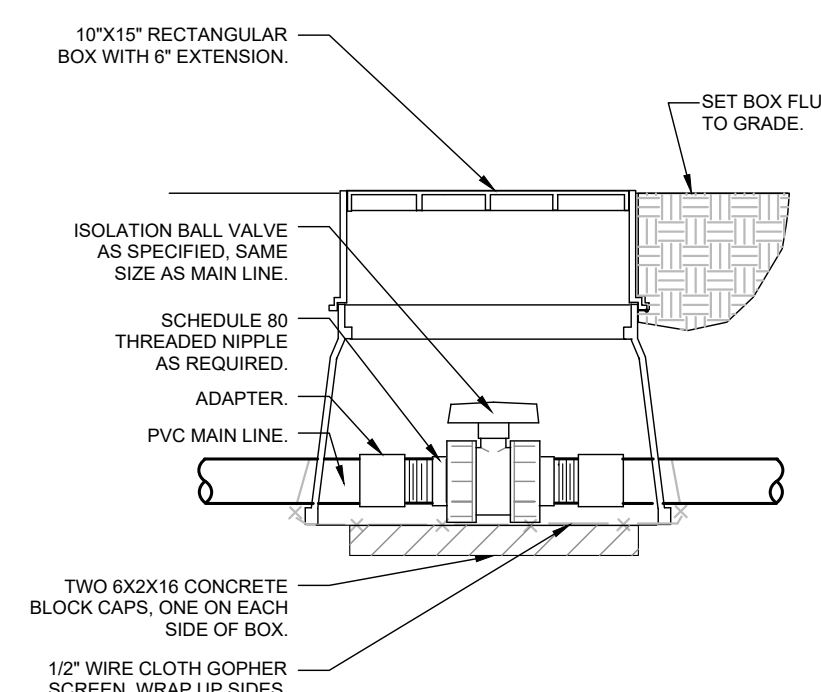
4 FREEZE-CLIK
3" = 1'-0"



5 QUICK COUPLER VALVE
NTS



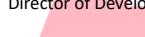
6 ROTOR SPRAY HEAD
NTS

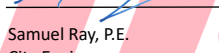


7 BALL VALVE
NTS

FOR OFFICIAL USE ONLY


Abby Grundman
Director of Development Services


Samuel Ray, P.E.
City Engineer


Eric Woods
Fire Marshal, Hutto Fire Rescue
Williamson County Emergency Services District #1

Approved - May 11, 2011

Reviewed for Code
Compliance by
City of Hutto and
Williamson County
ESD#13

RESOLUTION NO. R- 2019-02-21-10B

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF HUTTO, TEXAS, A TEXAS AND HUTTO INDEPENDENT SCHOOL DISTRICT TO ESTABLISH LAND DEVELOPMENT STANDARDS AND PROCEDURES FOR CONSTRUCTION OF FACILITIES.

WHEREAS, Section 212.902 of the TEX. LOC. GOV'T CODE authorizes a school district and a municipality to enter into an agreement with the board of trustees of the school district to establish review fees, review periods, and land development standards ordinances and to provide alternative water pollution control methodologies for school buildings constructed by the school district; and;

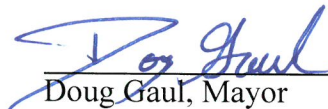
WHEREAS, the City of Hutto and Hutto Independent School District have agreed to establish mutually acceptable land development standards and procedures for the construction of the District's educational facilities which will provide predictability and reduced costs while insuring that the public health, safety and welfare are protected;

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

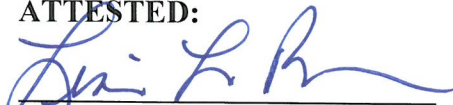
That the City Council of the City of Hutto authorizes the Interlocal Agreement between the City of Hutto and Hutto Independent School District

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **21st** day of **February 2019**.

THE CITY OF HUTTO, TEXAS


Doug Gaul, Mayor

ATTESTED:


Lisa L. Brown, City Secretary

INTERLOCAL AGREEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

This Interlocal Agreement (this “agreement”) is entered into effective as set forth below, by and between the City of Hutto (the “City”), a home rule municipality organized and existing under and in accordance with Texas law, and the Hutto Independent School District (the “District), an independent school district organized and existing under and in accordance with Texas Law.

WITNESSETH:

WHEREAS, the City through its ordinances and regulations maintains land use controls and site development regulations for the protection of the public health, safety and welfare of its citizens;

WHEREAS, the District is an independent political subdivision of the State of Texas charged with the public education of children within its boundaries, which has its own funding source and elected governing body separate from the City;

WHEREAS, a portion of the boundaries of the District lie within the corporate limits and extraterritorial jurisdiction of the City;

WHEREAS, the District must meet certain construction standards and occupancy deadlines due to state mandated educational facility requirements and public fiduciary obligations regardless if any portion of the boundaries of the district lie within the limits and extraterritorial jurisdiction of the City;

WHEREAS, the City and the District desire to establish mutually acceptable land development standards and procedures for the construction of the District's educational facilities which will provide predictability and reduced costs while insuring that the public health, safety and welfare are protected;

NOW THEREFORE; in consideration of the mutual covenants contained herein and pursuant to Section 212.902 of the Texas Local Government Code, the City and the District hereby agree that the future development, construction, and expansion of education facilities of the District within the corporate limits and extraterritorial jurisdiction of the City shall be in accordance with objectives, standards, and procedures set forth in this Agreement.

GOALS/PURPOSE

1. Establish consistent land development standards
2. Establish consistent review procedures and review periods for educational facilities constructed by the District within the City's corporate limits or extraterritorial jurisdiction, as applicable and appropriate.
3. Provide cost-effective educational facilities as well as provide safety to the citizens and children of the District and the City.
4. To the greatest extent possible minimize site review fees and review periods.
5. Establish regular effective communication and maintain a cooperative working relationship with the goal of enhancing public education

The District acknowledges its legal obligation to comply with all applicable state, local and federal regulations relating to land development and construction.

SITE SELECTION PROCESS

- Development standards should be a guideline for the selection and/or designation of land as a site for an educational facility to be built.
- The District agrees to formally meet with the City and regularly communicate to discuss applicable site selection and development issues prior to the District finalizing property acquisition. More importantly, the District and the City will work jointly to make the site and/or expansion of a proposed educational facility operationally safe and cost effective.
- To the extent feasible, the District and the City will identify potential future school sites as part of prudent, long range planning, as has been a recent practice, as the City discusses development projects or accepts development applications from owners or developers of land in the immediate vicinity of an identified potential school needs, the City will request that the owner or developer meet with representatives of the District to discuss development plans with the hopes of locking in school site set-asides.

PREDEVELOPMENT, DEVELOPMENT AND BUILDING PERMIT PROCEDURES

Predevelopment Meeting. Representatives of the District and the City, including any professionals engaged by either party, or their designees, shall meet at least 60 days prior to the submittal of any development permit application by the District. Consideration should be given to various development issues, including:

- a) driveway locations
- b) school zone limits
- c) potential deviations from the standards of development ordinances and rules
- d) potential off-site improvements required and responsibilities to provide such improvements
- e) processing concurrent applications, as applicable, to reduce development processing timeframes.

Once the City and the District agree on development codes that are applicable to a particular permit application during the predevelopment meeting, the development issues shall be put in written form and submitted as part of the District's development applications so that the District develops the site in accordance with the development codes discussed at the predevelopment meeting.

The District will provide a schematic plan of the site to the City at the predevelopment meeting. The schematic plan will be reviewed to allow discussions on the layout and articulation of the project. It is anticipated that the City will recommend school site zoning that is residential and then under the provisions of the Specific Use Permit (SUP) process, zoning and uses of a school site can be tailored to support the educational mission of the district. It is the intent of the City to provide flexibility through the SUP process.

Platting. The District should comply with the City's Subdivision Ordinance unless reasonable deviations are considered and approval is provided by the City in writing. The City should notify the District within 10 working days of submittal and indicate any application's deficiencies. The City agrees to review all subdivision applications within 10 working days.

After the District's receipt of written comments from the City, the District shall submit written responses to the City's comments within 15 working days of receipt. In the event all such comments indicate that additional matters remain unresolved, the City Manager and HISD Superintendent, or their representatives, shall meet to resolve the remaining issues preventing approval.

A Preliminary Plat and Final Plat approval must be obtained prior to issuance of a site plan and Certificate of Occupancy by both the City and the ESD#3. However, the District reserves the right to request a temporary certificate of occupancy in accordance with City ordinances and ESD requirements to both the City and ESD#3 for approval.

Building and Site Development Permits. The District shall obtain a Site Development Permit and a Building Permit, as applicable, from the City prior to commencement of construction.

Fees. Utility impact fees for city water and wastewater are not permissible in the law with respect to public school site development and therefore these are waived as per the City Ordinance process. Other utility fees and other Development fees will be paid, as applicable.

Annexation. The property will be annexed within 120 days of ownership or a minimum of 60 days prior to the first permit application through contiguity of property or through continuity of development agreements, as applicable.

Traffic Impact Analysis (TIA). In the event the District acquires a site and such site is not part of a subdivision (existing or planned) for which a TIA has already been approved, or the approved TIA does not include traffic generated by the educational facility proposed to be located at such site, then the District recognizes it shall be required to prepare a TIA to accompany the development and be responsible for traffic improvement costs, as applicable.

The TIA will determine boundary and off-site transportation improvements needed as a result of projected traffic to be generated by all proposed facilities on a total site area under the control of the District. If more than one school and/or if a site is to be multi-phased, all associated facilities will be reflected in the TIA. However, a phasing plan for the construction of educational facilities will be proposed by the District which will be considered in the TIA and affect transportation improvements phasing as determined by the District's traffic consultant.

The district's registered professional engineer and the City will meet to determine the geographic area to be included and will include the following:

- Trips to be generated by the proposed development

- Assignment of such trips to the road network analyzed
- The capacity of affected roadways before and after the proposed development
- Specific recommendations for roadway improvements and traffic control modifications needed to mitigate the traffic from the proposed development
- The project's proportionate share of improvements and modifications.

In the event the District is responsible for 100 percent of the proportionate share of the improvements and modifications described in the TIA approved as set forth above, the District will install all improvements and make necessary public dedications as recommended by the approved TIA. In the event that the District's proportionate share of improvements does not cover all referenced improvements and modifications, the City and District shall meet to discuss possible solutions, including construction of the required improvements by a third-party developer. In no event shall the District be responsible for installing more roadway improvements than are required.

With respect to right of way dedication, the Board of Trustees of the District may not give public school property away. It must either be sold via formal appraisal and competitive bidding post a resolution to do so and/or justification of a dedication of right of way must be clearly articulated so as to avoid legal jeopardy of a gift of public funds. The District will work with the City in good faith to provide the necessary justification to avoid having the City pay for Right of Way dedication.

Utilities. The District or developer will be responsible for extending utilities, if such extension is necessary, to serve any new educational facilities developed. Wherever and whenever possible, the District wants to avoid reimbursement situations. Construction funds are finite and if the district must bear any portion of a utility infrastructure, the District prefer that it is the actual cost of the District's portion of a utility extension if there are other end-users and developers involved.

However, where this may not be possible and if the District extends utilities, the District shall be reimbursed the proportionate amount of any connections by any third parties made on such extension of impact fee eligible lines. This will need to be memorized in a separate agreement with the Developer.

If District extends utilities and the City desires to oversize such utilities, then the construction cost shall be shared proportionately by the District and the City.

Sidewalks. The District shall install six foot wide concrete sidewalks along all arterial streets and five foot wide concrete sidewalks along collector or local streets that are on-site sidewalks on the District's property or within the right-of-way immediately abutting the District's property and run generally parallel and adjacent to the public road frontage. The sidewalks shall be built according to City standards.

Improvements within the City Right of Way (ROW). The City may administratively approve any improvements within City ROW required for school and related facility construction.

School Traffic Control Plan. To the extent reasonably discernable at the time the TIA is approved, the District will submit plan details of District's ingress/egress, pedestrian pathways, off-site sidewalks and traffic control plan in conjunction with the site plan review process. The District shall submit Traffic Control Plan as well as the information required in City Ordinance 22.03.034. and will comply with the City's School Zone Ordinance.

Masonry/Facade Requirements.. The City will review, through the Specific Use Permit process architectural design review to allow for flexibility on the school site.

Parking Needs. The City will review plans for compliance with off-street parking requirements, however the Specific Use Permit can allow for flexibility in terms of parking requirements. The City will work with the District with assessing parking needs and providing for off-street parking.

Inspections. The City can provide inspections, or alternatively will accept third party inspections that will be submitted to the City for the building permit record file and in compliance with City adopted Codes. The City will conduct inspections for all improvements to City's Right-of-way.

In lieu of the City performing full building inspections, the City will accept sealed engineer's and architect's letters certifying compliance with the approved building inspections. The District may use the City or an independent certified inspection company. In no event shall the City be responsible for defects from the approved plans that might normally be discovered during the normal course of full inspections had the City otherwise performed such inspections instead of a certified inspection company. However, the District will submit their inspection reports for inclusion in the City's School Building Permit Record File.

Fire inspections in the building and compliance process will be handled by ESD #3, as applicable.

Minor Revisions to Approved Development Plan Prior to or During Construction. The District may submit to the City minor revisions, as applicable, to an approved development plan prior to or during construction.

Fiscal Surety. In the event the District constructs or intends to construct any street, drainage, or utility lines or facilities which are to be dedicated or conveyed to the City for ownership and operation (a "Public Improvement"), the District shall not be required to post any escrow, letter of credit, bond or other form of financial guarantee so long as the District otherwise delivers to the City a letter of agreement from the Superintendent in a form agreeable to the City agreeing on behalf of the District to construct such Public Improvements. The District shall construct all improvements required by City ordinance and TIA as a condition of approval of a Site Plan, Building Permit, or recordation of Final Plat, as applicable. In the event such Public Improvements are constructed by any individual.

The District will provide the standard two year warranty/maintenance bond (part of construction warranty and bond requirements the District will have in place in regards to its Construction Manager.) as required by City Ordinance.

LANDSCAPING

City Landscape Regulations. Because the District has specific requirements for security at its educational facilities and since the District provides adequate landscaping and tree protection for its educational facilities, the City will provide a review of plans for compliance with the City's landscape and tree ordinance pertaining to interior landscaping that can be approved and modified through the SUP process. The District will submit for review all landscaping within the City's rights of way.

LANDSCAPE PLANTING GUIDELINES

- Preserve existing trees where practical, as determined by the District.
- Plant material is hardy to the area climate and local soils.
- Plant material is to be low in water requirements
- All planting beds and tree pits are to be mulched with shredded wood or decomposed granite to retain soil moisture and reduce weed growth

- Do not plant shrubs at building entrances and parking areas for security reasons.
- Stake trees to prevent wind damage.
- Use plant materials and trees native or adapted to the area. (the District has a set of landscaping standards based on urban forestry planning for Central Texas to include a variety of practical specimens that we can include as an attachment)
- Plant trees a minimum of 2-1/2" caliper in size
- Provide a watering ring around each tree pit.
- Plant all trees in native soil amended only with compost.

SPRINKLER IRRIGATION

- Irrigate play and athletic fields and high traffic areas, as determined by the District.
- Irrigation system will be operated with an automatic controller capable of multiple programs and start times.
- Irrigation system will have a "rain and freeze" detection switch.
- Adjustable flow controls will be used in areas of high pressure.
- Backflow prevention as per local codes will be installed.
- Sprinkler heads will be nozzled to produce minimal overspray and runoff.
- Turf will be sectioned separately from shrub and bed areas. Check valves will be used to prevent low head drainage.

LIGHTING, SIGNS, CONSTRUCTION/CONCRETE POURS, DAMAGE TO PUBLIC FACILITIES

Facility Lighting. Exterior lighting of any educational facilities of the District shall be directed away from existing residential uses and public streets to the extent reasonably practical. Any outdoor competition facilities of the District, including, but not limited to, football, baseball or soccer stadiums, which provide public seating shall be reviewed for lighting requirements set forth in the City's Codes and Ordinances, and will not be unreasonably withheld by the City. Residential uses shall include existing and any planned uses for future residential use.

Sign Permits. A sign that will be included within a new educational facility site shall be reviewed by the City and shall require a separate sign permit to be applied for or issued to ensure signs are placed safely, particularly if it includes an electronic reader board, and one that might obstruct visual clearance. Small signs on the building or small directional signs may be exempted.

Construction/Concrete Pours. The District shall not be exempt from any regulation or ordinance regarding the time or day that construction is undertaken and/or concrete/or similar material is poured, laid or constructed at any construction site. In the event the District proposes to undertake "early" morning concrete pours, it will first obtain specific approval from the City Manager through the applicable permit. If such approval is obtained, the District will post a temporary sign or signs on the District's property in the best location to notify the citizens of the surrounding area of such pours and shall take all reasonable precautions to assure that such activities will minimize any nuisance(s) to any of the adjacent residents.

Damage to Public Facilities. Any utilities, curbs, pavement, sidewalks, structures, or any public facility, etc., on City property or public ROW within City limits that are damaged or removed during construction shall be repaired or replaced by the District at no cost to the City.

CITY OF HUTTO

By: _____

Name: Odis Jones, City Manager

Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Celina Estrada-Thomas, Superintendent

Date: _____

..... Denotes Improvements Area

Phase 2 HS & Future Bond Improvements

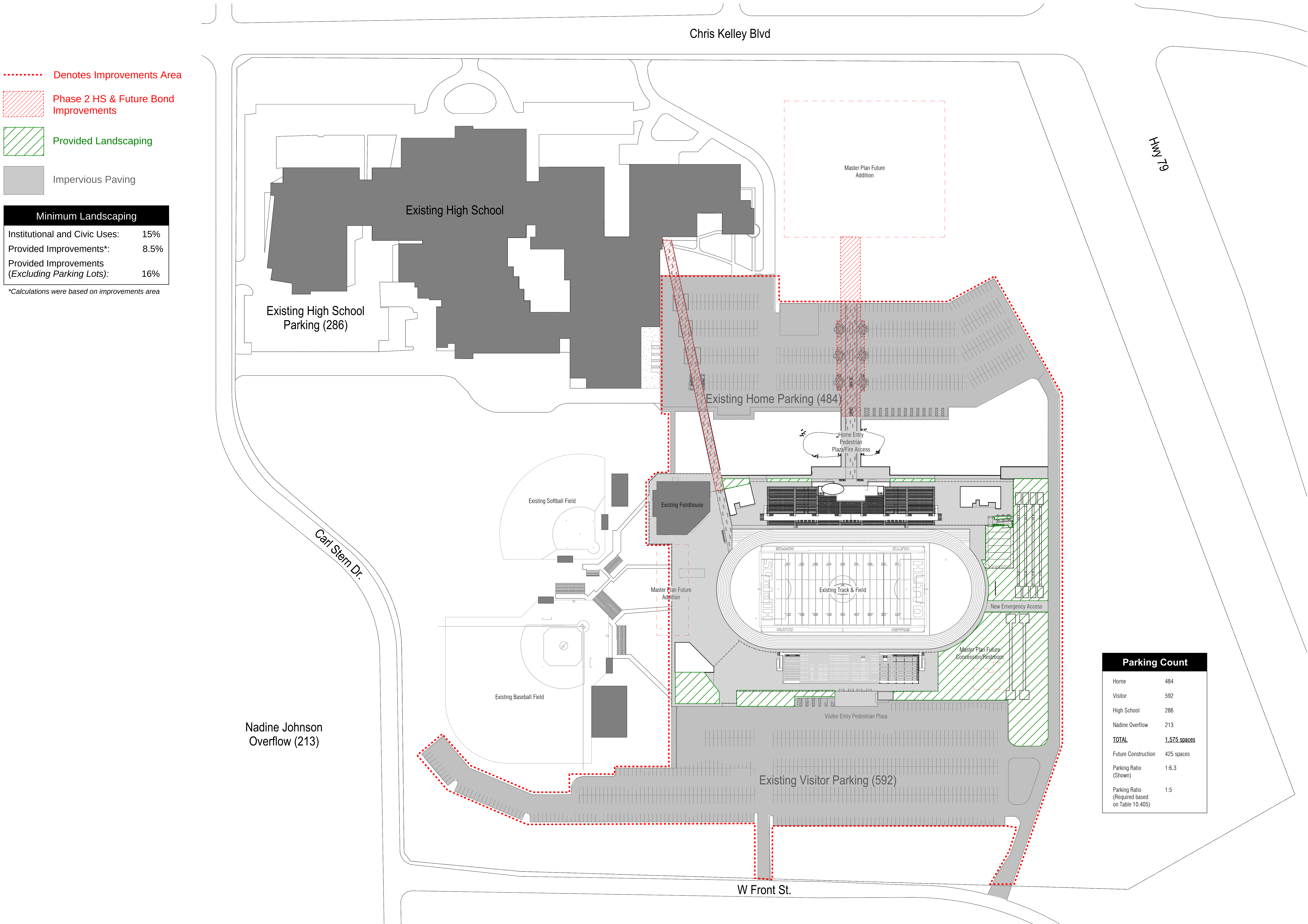
Provided Landscaping

Impervious Paving

Minimum Landscaping

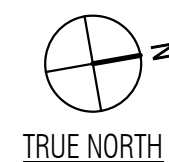
Institutional and Civic Uses:	15%
Provided Improvements*:	8.5%
Provided Improvements (Excluding Parking Lots):	16%

*Calculations were based on improvements area

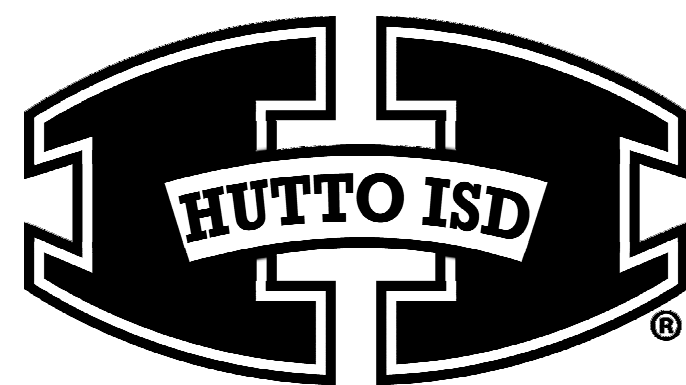


Parking Count

Home	484
Visitor	592
High School	286
Nadine Overflow	213
TOTAL	1,575 spaces
Future Construction	425 spaces
Parking Ratio (Shown)	1:6.3
Parking Ratio (Required based on Table 10.405)	1:5



1 SITE PLAN - Exhibit 'A' Proposed Improvements
SCALE: 1" = 80'-0"



HUTTO INDEPENDENT SCHOOL DISTRICT
Modernizations and Improvements to Hutto Memorial Stadium
HUTTO, TEXAS



6/15/2021

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION.

..... Denotes Improvements Area

Phase 2 HS & Future Bond Improvements

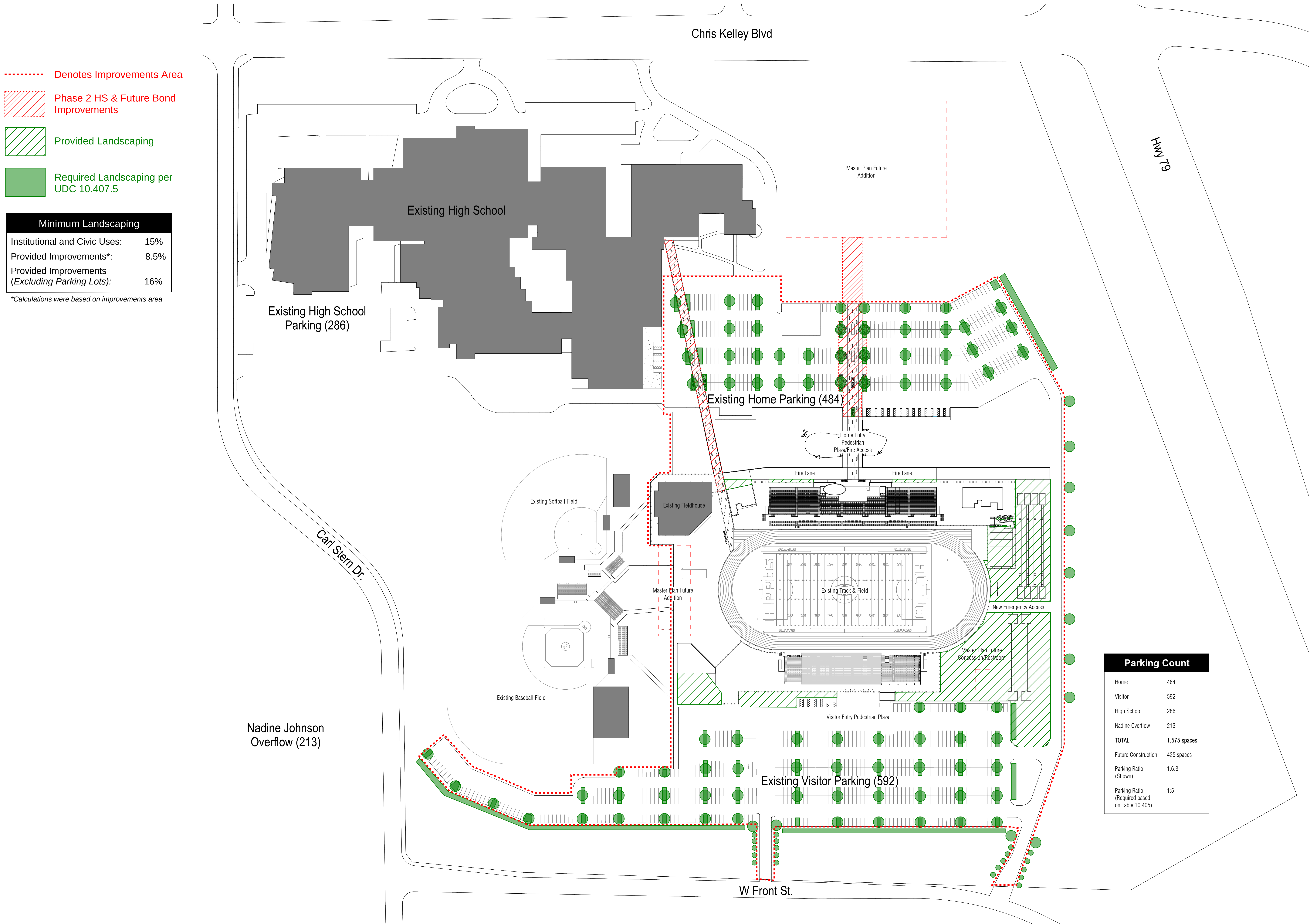
Provided Landscaping

Required Landscaping per UDC 10.407.5

Minimum Landscaping

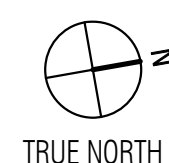
Institutional and Civic Uses:	15%
Provided Improvements*:	8.5%
Provided Improvements (Excluding Parking Lots):	16%

*Calculations were based on improvements area

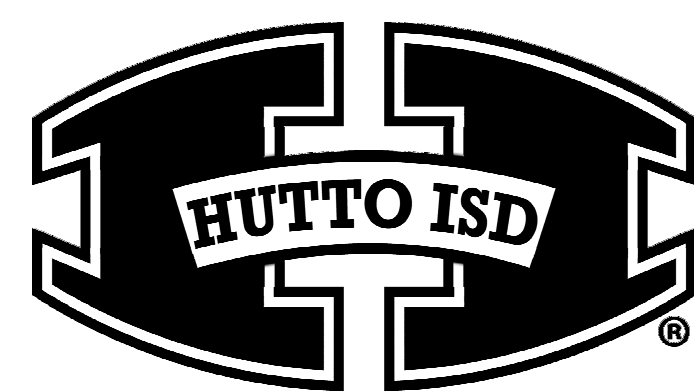


Parking Count

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Visitor	592
High School	286
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Future Construction	425 spaces
Parking Ratio (Shown)	1:6.3
Parking Ratio (Required based on Table 10.405)	1:5



1 SITE PLAN - Exhibit 'B' Required by UDC
SCALE: 1" = 80'-0"



HUTTO INDEPENDENT SCHOOL DISTRICT

Modernizations and Improvements to Hutto Memorial Stadium

HUTTO, TEXAS



6/15/2021

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION.



June 15, 2021

City of Hutto Development Services Department
500 W. Live Oak St.
Hutto, Texas 78634

Reference: Modernizations and Improvements to Hutto Memorial Stadium
Hutto Independent School District
VLK Project No. 20-081.00

Attention Development Services Department:

Please accept this letter as requested intent for specific use permit, for land known as Hutto Memorial Stadium located at 573 Chris Kelley Blvd.

A. To reduce the required landscaping per section 10.407.5 of the City of Hutto UDC.

This SUD application process is triggered by language presented in resolution No. R-2019-02-21-10B Interlocal Agreement between the City of Hutto and Hutto Independent School District, reference section LANDSCAPING.

Section 10.407.5 of the City of Hutto Unified Development Code states as follows:

"A minimum percentage of the total area being developed shall be landscaped in accordance with the following percentages:

- Commercial uses: 15%
- Multifamily dwellings: 20%
- Office and professional uses: 15%
- **Institutional and civic uses: 15%**
- Industrial or manufacturing uses: 10%"

Based on the current improvements, and the given use of the site, total landscape percentage, including parking lots, falls at 8%. Excluding parking, total landscape percentage exceeds the minimum required at 16%.

Upon completion of this project, HISD will make considerations for phase two of improvements to Hutto Memorial Stadium in a future bond election. Outlines in phase two is considerations of improvements to right-of-way based on TIA, expanding the seating capacity, new visitor concessions and restrooms, and a new field house. Phase two would attempt to address any landscape deficiencies required by the UDC. Upon completion of this project, HISD will also begin design considerations for improvements to Hutto High School. Outlined in these improvements is a new fine arts addition, parking expansion to accommodate new addition, and any right-of-way adjustments needed based upon completion of TIA report.

Under the specific language of the Interlocal Agreement between the City of Hutto and Hutto Independent School District, we are requesting a specific use permit to allow for below minimum total landscape percentage.

As listed in the requirements of the SUP application, see below for all property owners within **600ft** of the above-mentioned property:

1. FAAEQ, AHMMED & HANAH MOHAMED
 - a. 217 WARNER BND, HUTTO, TX 78634
2. GALLATIN, MARSHALL D
 - a. 215 WARNER BND, HUTTO, TX 78634
3. SLIWA, KARRI BETH
 - a. 213 WARNER BND, HUTTO, TX 78634
4. PAINTER, SHERRI K
 - a. 211 WARNER BND, HUTTO, TX 78634
5. BRIDGES, JEROME & MAUREEN W BURNELL-BRIDGES
 - a. 209 WARNER BND, HUTTO, TX 78634
6. KROPP, KRISTA D
 - a. 207 WARNER BND, HUTTO, TX 78634
7. GOODYEAR, VEDA
 - a. 205 WARNER BND, HUTTO, TX 78634
8. AMBER WAVES PROPERTIES LLC – SERIES 102
 - a. 219 WARNER BND, HUTTO, TX 78634
9. STANLEY, DEVIN L
 - a. 221 WARNER BND, HUTTO, TX 78634
10. BUTLER, GERI
 - a. 223 WARNER BND, HUTTO, TX 78634
11. VEAL, SARETA R
 - a. 225 WARNER BND, HUTTO, TX 78634
12. FROST BENJAMIN D & BECKY A
 - a. 227 WARNER BND, HUTTO, TX 78634
13. HUYNH, DAT B & ANH LA
 - a. 301 WARNER BND, HUTTO, TX 78634
14. MCGLORY, MARCUS & DEBRA
 - a. 303 WARNER BND, HUTTO, TX 78634
15. OFFIRD, MICHAEL A
 - a. 305 WARNER BND, HUTTO, TX 78634
16. BOWEN, BRANDON & MANDI
 - a. 307 WARNER BND, HUTTO, TX 78634
17. LEVISEUR, JESSIE ANN
 - a. 101 BROCK CV, HUTTO, TX 78634
18. RODRIGUEZ, PATRICIA A
 - a. 103 BROCK CV, HUTTO, TX 78634
19. LERMA, ROGELIO & ESTHER
 - a. 105 BROCK CV, HUTTO, TX 78634
20. LABAR, TWILA J
 - a. 107 BROCK CV, HUTTO, TX 78634
21. HOCHSTEIN, CAROLYN A
 - a. 106 BROCK CV, HUTTO, TX 78634
22. PROCTOR-LEE, INGRID R
 - a. 104 BROCK CV, HUTTO, TX 78634
23. ENDER TIMOTHY & JANET
 - a. 102 BROCK CV, HUTTO, TX 78634
24. CLOUD CANDACE &
 - a. 100 BROCK CV, HUTTO, TX 78634
25. JOSHUA, PAMELA & LOYCE JOSHUA & VERRIE JOSHUA-ARCHIE

- a. 200 JANIS MAE DR, HUTTO, TX 78634
- 26. BURGESS, ROGER & ROSE
 - a. 202 JANIS MAE DR, HUTTO, TX 78634
- 27. OVERTON, SONNETA
 - a. 204 JANIS MAE DR, HUTTO, TX 78634
- 28. IDEHEN, SYLVESTER
 - a. 206 JANIS MAE DR, HUTTO, TX 78634
- 29. PEREZ, LUPE CHERYL
 - a. 208 JANIS MAE DR, HUTTO, TX 78634
- 30. CORTEZ, ELIZABETH M
 - a. 122 EMMA LYNN LN, HUTTO, TX 78634
- 31. MATTHEWS, JASON & WHITNEY NICOLE
 - a. 120 EMMA LYNN LN, HUTTO, TX 78634
- 32. COLQUITT, JOSHUA MICAH
 - a. 118 EMMA LYNN LN, HUTTO, TX 78634
- 33. WALSH, JOSEPH & MARK & LAURA & CHARLOTTE GOERTZ & MELISSA WALSH SCHAEFER
 - a. 116 EMMA LYNN LN, HUTTO, TX 78634
- 34. MCCLAIN, JONATHAN E
 - a. 114 EMMA LYNN LN, HUTTO, TX 78634
- 35. PEREZ, SHARLENE P & ERNEST
 - a. 123 EMMA LYNN LN, HUTTO, TX 78634
- 36. GOODING, CONNIE J
 - a. 121 EMMA LYNN LN, HUTTO, TX 78634
- 37. THOMAS, ROBERT GRAFTON
 - a. 119 EMMA LYNN LN, HUTTO, TX 78634
- 38. REYNOLDS, EDWARD E
 - a. 117 EMMA LYNN LN, HUTTO, TX 78634
- 39. BOLZ, RICHARD & KIMBERLY R KRAUS
 - a. 115 EMMA LYNN LN, HUTTO, TX 78634
- 40. MARCIEL, VERA
 - a. 212 WARNER BND, HUTTO, TX 78634
- 41. BUCK, JAMES R & ANA PADILLA RODRIGUEZ
 - a. 210 WARNER BND, HUTTO, TX 78634
- 42. KILLIAN, ELSA GUADALUPE & BILLY JOE JR
 - a. 208 WARNER BND, HUTTO, TX 78634
- 43. VALDEZ, MANUEL A & MARIA A
 - a. 206 WARNER BND, HUTTO, TX 78634
- 44. STOLL, SHELLY & DAVID SISMOUR
 - a. 204 WARNER BND, HUTTO, TX 78634
- 45. BRONDEL, SCOTT & ANGEL R
 - a. 126 PAIGE BND, HUTTO, TX 78634
- 46. AGOSTO, BLAS T & JILL C
 - a. 124 PAIGE BND, HUTTO, TX 78634
- 47. VANDER WIEDE, KENAN & FLORINA Q
 - a. 128 PAIGE BND, HUTTO, TX 78634
- 48. BERTRAND, JEROLD J, Jr
 - a. 130 PAIGE BND, HUTTO, TX 78634
- 49. PRATUS ENTERPRISES LLC
 - a. 122 PAIGE BND, HUTTO, TX 78634
- 50. HUSAIN FARHAN (TOD) & TAZEEN IQBAL HUSAIN (TOD)
 - a. 100/102 MARVIN CV, HUTTO, TX 78634

51. RAHMAN, NASIR & AZRA NASIR
 - a. 104/106 MARVIN CV, HUTTO, TX 78634
52. HANNA, MAMDOUH & DONNA
 - a. 108/110 MARVIN CV, HUTTO, TX 78634
53. CONLEY, JACQUELINE & KENNETH FLUHR
 - a. 112/114 MARVIN CV, HUTTO, TX 78634
54. YANG, ZHAN & CHAO
 - a. 116/118 MARVIN CV, HUTTO, TX 78634
55. WANG, LI & LIN YANG
 - a. 120/122 MARVIN CV, HUTTO, TX 78634
56. SOCKS AND SANDALS LLC
 - a. 677 WEST FRONT ST, HUTTO, TX 78634
57. IN MY PARENTS BASEMENT INC
 - a. 671 FRONT ST W, HUTTO, TX 78634
58. HOLMSTROM, JOHN T
 - a. 665 FRONT ST W, HUTTO, TX 78634
59. ALI, RAAZIA M & ADEEL
 - a. 101/103 MARVIN CV, HUTTO, TX 78634
60. TREATY CREEK INVESTMENTS LLC
 - a. 670 WEST FRONT ST, HUTTO, TX 78634

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Tim Kunz
Principal



Attachment – (Exhibit A, Exhibit B)



(150)

**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE**

PLANNING & ZONING COMMISSION ON:

JULY 6, 2021

CITY COUNCIL ON:

JULY 15, 2021

MEETING LOCATION:

500 W. Live Oak Street – City Hall

MEETING TIMES:

7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **573 Chris Kelley Boulevard (Hutto ISD Stadium)**, to allow a reduction in the required landscaping (UDC 10.407.5).

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: planning@huttotx.gov Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as 573 Chris Kelley Boulevard (Hutto ISD Stadium).

Name:

21044 SHERMAN WAY, LLC, STEPHEN McLOY - MANAGING MEMBER

Address:

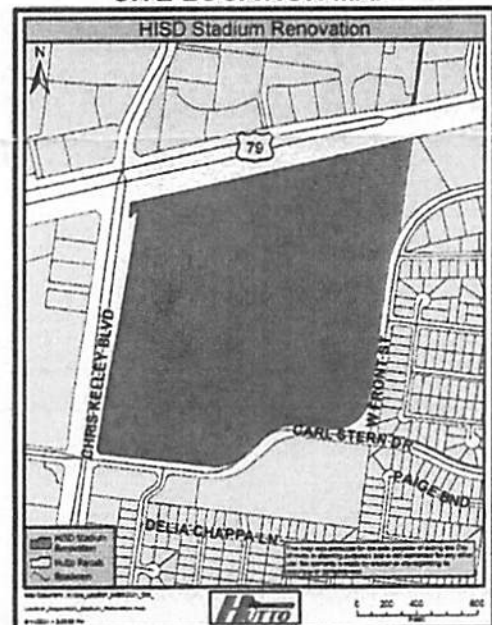
560 US-79

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE
PLANNING & ZONING COMMISSION ON: **JULY 6, 2021**
CITY COUNCIL ON: **JULY 15, 2021**
MEETING LOCATION: **500 W. Live Oak Street – City Hall**
MEETING TIMES: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **573 Chris Kelley Boulevard (Hutto ISD Stadium)**, to allow a reduction in the required landscaping (UDC 10.407.5).

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as 573 Chris Kelley Boulevard (Hutto ISD Stadium).

Name:

Paul + Bethany Lovell

Address:

138 Paige Bend

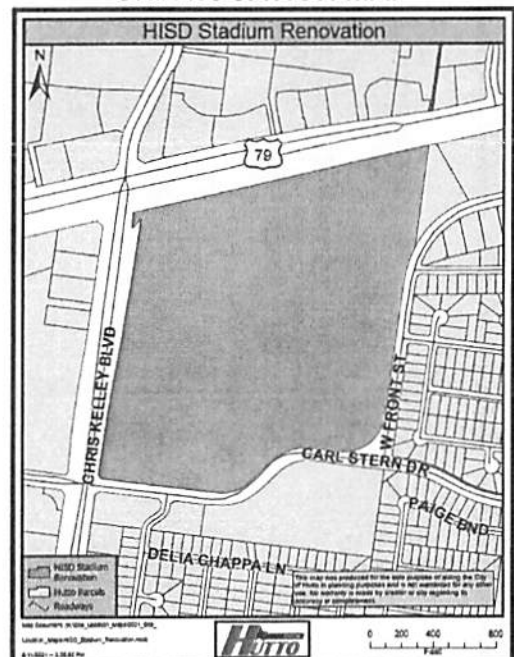
Hutto, TX 78634

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



ORDINANCE NO. O-2021-041

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A REDUCTION IN REQUIRED LANDSCAPING FOR A SCHOOL IN THE SF-1 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT ON 75.89 ACRES, MORE OR LESS, OF LAND, KNOWN AS THE HUTTO INDEPENDENT SCHOOL DISTRICT (HISD) PROPERTY, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR 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 grant a Specific Use Permit to allow a reduction of landscaping for a school on the property known as the HISD property, described in Exhibit "A", being attached hereto and incorporated herein, and;

WHEREAS, on the 6th day of June, 2021, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 6th day of June, 2021, and;

WHEREAS, on the 15th day of June, 2021, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

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

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

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

SECTION I.

1.

In accordance with the Unified Development Code Sections 10.203.18 and 10.204.2, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

10.203.18.3 Criteria

- The proposed use conforms to the Unified Development Code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- The site is a legal building lot.

10.203.18.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.

- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.18.6 Amendments

- Technical or engineering considerations during construction may call for minor deviations from approved specific use permits. Development Services staff may approve minor deviations if they conform to City regulations, and are consistent with the intent of the original specific use permit approval.
- Changes to approved specific use permits that Development Services staff finds are not minor deviations, including Planning and Zoning Commission imposed conditions, require approval through specific use permit review process, requiring a new application.

10.204.2 Effective date and expiration

- Specific use permits expire one (1) year from the date of approval by City Council.

2.

This Specific Use Permit request is subject to the conditions as identified by the City Council and incorporated herein. No permits shall be issued unless all of the following requirements are satisfied:

- Any modification of the approval shall require a new Specific Use Permit.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **15th** day of **July, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **5th** day of **August, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: Planning and Zoning Commission
Subject: Consideration and possible action on Ordinance No. O-2021-042 approving Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and associated parking requirements. (Second Reading)(Ashley Lumpkin)
Meeting: Thursday, August 5, 2021
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

Durango Farms Planned Unit Development (PUD) was approved in 2019 and is currently under construction. The amendment, as submitted, is attached with the specific changes highlighted in yellow within the document.

SUMMARY OF REQUEST:

The amendment proposes to increase the maximum allowed size of a daycare to 12,000 sqft. The PUD follows the UDC criteria unless otherwise modified within the PUD. The Unified Development Code allows a daycare by-right, but limits the size to 2,500 sq ft within the Local/Neighborhood Commercial zoning district.

The proposed amendment also seeks to modify the maximum allowed parking from 1 space/employee plus six spaces to 1 space/employee plus 40 places to accommodate the associated drop off/pick up traffic that occurs inherently with a daycare.

STAFF REVIEW:

The local/neighborhood commercial (B-1) district is intended "for low-intensity retail uses, offices and personal services intended to serve residents of the adjacent neighborhood. B-1 zoned land should only be grouped together at the intersections of busier non-local streets." The allowance of a larger daycare within the PUD area that has previously been designated as non-residential will continue to serve the surrounding residential development.

However, the day care size limitations are not present within the more intense, General Commercial (B-2 zoning district. Thus, staff recommends reiterating the buffer requirements found in 10.403.6 to be added to the new language to ensure the use is limiting the direct impact on the existing and future adjacent residential uses. Specifically, buffer type b:

A medium level bufferyard ("b") shall consist of the following:

- A 20 ft. wide planting area; or a 15 ft. wide planting area plus a 6+ ft. tall masonry wall;
- Two (2) native tall trees and one (1) native short tree per every fifty (50) linear feet of bufferyard.

AGENDA ITEM REPORT



- For bufferyards where the optional 6+ ft. tall masonry wall is not provided, a continuous landscape hedge not less than 3 ft. in height is required

At the time of publishing the packet, staff received ten responses to the public notification with five objections and five in favor. One resident spoke against the rezoning and indicated the developer/home builder in Mager Meadows (east of FM1660N) had indicated the area would remain undeveloped.

Planning and Zoning Commission recommend approval of the amendment with the additional buffer language with a 3-1 vote, Commissioner Schwerdtfeger opposing.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

None at this time.

ATTACHMENTS:

1. DurangoOrdAmnd1
2. Durango Farms PUD amendment 1 5-5-2021
3. Favor(North)
4. Favor(Wolfe)
5. Favor(Zarlengo)
6. Object(Jimenez)
7. Russ - In Favor
8. Abrew - Favor
9. Object(Peek)
10. Notification responses

ORDINANCE NO. O-2021-042

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE DURANGO PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE ADOPTED IN ORDINANCE NO. 19-09-19-10G, BY REPLACING THE DEVELOPMENT PLAN WITH THE REVISED PLAN ATTACHED AS EXHIBIT "B" AND ATTACHED HERETO, FOR 105.2 ACRES, MORE OR LESS, OF LAND, IN HUTTO, WILLIAMSON COUNTY, TEXAS AND 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 Durango Planned Unit Development (PUD) to increase the allowable daycare use size and associated parking maximums attached as **Exhibit "B"** being attached hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 5th day of July 6, 2021 and;

WHEREAS, on the 15th day of July, 2021, 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 Durango (PUD) is hereby amended for the property described in the **Exhibit "A"**, attached hereto and incorporated herein, and the Development Plan attached hereto as **Exhibit "B"** and incorporated herein.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and APPROVED on first reading on this the 15th day of July, 2021 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this 5th day of August, 2021 at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holly Nagy, City Secretary

Durango Farms

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

**Exhibit A
Development Plan**

October 10, 2019

Amendment 1: May 5, 2021

Applicant:

**MA Partners
15443 Knoll Trail Road
Suite 130
Dallas, Texas 75248**

Prepared by:

**SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, TX 78727**

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1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the “Durango Farms District” Planned Unit Development Ordinance and may be cited as “Durango Farms” 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 ten percent (10%) 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 mixed-use development including retail, multi family and single family residential uses. **Exhibit C**, illustrates the location of the Plan area and the proposed land use blocks.

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:

Single Family: SF-1

Townhouse: SF-2

Multi Family: MF

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
<u>Residential</u>	
Multifamily	
Dwelling: Single Household Attached Townhouse	1
Single Family residential	3
Single Family village	3
Single Family zero lotline	3
<u>Non-Residential</u>	
Hotel	2
Library	
Community Service	
Government Facilities	
Park	
Amenity/Recreation Center	
Restaurant/Bar	
Food Catering (accessory or secondary to restaurant or bakery)	
Live/Work Units	
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	

Use-Non Residential	Conditional Use
Day Care: Child (1-6 children)	
Day Care: Child (greater than 6 children)	4
School: no more than 5 students	
School: at least 6 students	
Public Utility Substation	
Bed and Breakfast	
Bus Stops	

Temporary Uses

Temporary uses	
Construction equipment storage lot	
Construction field office	
Portable storage container	
Temporary building	

Accessory Uses

Accessory uses	
Antenna, non residential use: other	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

Conditions of Use

- (1) Townhouse
 - (a) Development standards not addressed in this Plan shall comply with the SF-2 zoning district of the Code, as amended.
 - (b) Parking: A minimum of 2 parking spaces are required per unit. At least one (1) of the required spaces must be garage enclosed.
 - (c) Units shall be oriented to the street or public green and be elevated a minimum of 18 inches from the adjacent sidewalk.
 - (d) Garages shall be oriented towards an alley at the rear of the unit and the rear setback shall be measured from the edge of the alley.
- (2) Hotel
 - (a) Hotel use up to 60 feet in height is limited to Parcel 6, as illustrated on the Land Use Plan, Exhibit C.
- (3) Single Family Residential
 - (a) Proposed Durango Farms single family lots that are adjacent to existing Old Town residences must face onto East Street and Main Street.
- (4) Daycare
 - (a) The maximum daycare building size allowed within the Durango Farms PUD shall be 12,000 s.f. Outdoor play equipment and recreation space is allowed in fenced enclosure adjacent to daycare buildings.

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 Durango Farms 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

	Single Family SF-1	Multi family MF-1	Townhome SF-2	Commercial/ retail/office/ B-1
Lot area (min)	4,000 sq. ft.(e)	20,000 sq. ft.	2,000 sq. ft.	20,000 sq. ft
Lot width at building line (min)	40 ft. (e)	100 ft.	20 ft.	100 ft.
Front yard setback	15 ft./20 ft (a)	25 ft.	15/20 ft. (a)	20 ft.
Side yard (min)	0/5 ft. (b)	10 ft.	0 ft. for common walls or 5 ft. (b)	0 ft. for common walls or 10 ft. (b)
Rear yard (min)	10 ft.	25 ft.	10 ft.	25 ft.
Side and rear yard for accessory building (min)	5 ft.	Same as main Building (c)	Same as main building (c)	Same as main building (c)
Spacing between buildings (min)		20 ft.	10 ft.	10 ft.
Building height (min/max)	35 ft.	3 story max	35 ft.	35 ft./60 ft. (f)
Building height, accessory (max)	15 ft.	15 ft.	15 ft.	15 ft.
Lot Coverage	(d)	80% (d)	80% (d)	95% (d)
Sidewalks (min width along local streets)	4 ft.	8 ft.	4 ft.	8 ft.

- (a) Front setback may be 15 feet for alley loaded homes. Front setback shall be a minimum of 20 feet for front loaded homes.
- (b) Side setback of 0 feet is allowed only for internal attached buildings with a common wall or for zero lotline single family homes.
- (c) Accessory buildings are not permitted between the front building line of the primary building and the public right of way.
- (d) The buildable density on a lot shall be governed by the height, setback and lot coverage requirements only.
- (e) Lots less than 50 feet in width or less than 5,000 s.f. will be served by a rear alley.
- (f) 60 foot height is limited to Parcel 6 of the Land Use Plan, Exhibit C

3.1.2 Setback encroachment exceptions

Type of structure or use	Residential uses	Non-residential uses
Air conditioning equipment	Any part of the side and rear yard. Must be screened from view	n/a
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL	
Awnings / Galleries	No more than 3 ft. into front, side or rear setback; may hang over easements	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 FM 1660.

- 20 ft. from FM 1660 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. Loading docks shall be located no more than 100 ft. from a single family residential use or lodging establishment.

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 residential use. Dumpsters must be screened from public streets and pedestrian gathering areas with masonry walls and enclosure gates that are compatible with the architectural theme of the adjacent building(s).

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

3.1.4.3 Parking lot screening

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

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

3.1.4.4 Mechanical equipment screening

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

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

Solar panels are exempt from mechanical equipment screening standards.

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

3.1.4.5 Utility equipment screening

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

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.

3.2 Site Design Standards

3.2.1 Water Bodies and Retention Areas

3.2.1.1 Shape/Slope

Permanent wet retention ponds visible from a street or other public area must be designed to appear natural by having curvilinear edge treatments.

Retention basins must be designed with at least 5:1 side slopes to 2 ft. below the normal water line.

3.2.1.2 Landscaping Areas

- Landscape islands of at least 162 sq. ft. must be placed at both ends of a parking row.
- Parking rows cannot extend for greater than 10 spaces without an interrupting landscape island of at least 162 sq. ft.
- A 10 ft. landscape median shall be provided between every other parking bay, unless space constraints exist and it is not physically possible to comply and still create a functioning parking lot. The planning director shall have authority to approve modifications on a case by case basis.

3.2.2 Parking and Loading Space Bulk Standards

3.2.2.1 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.

3.2.3 Parking Requirements

3.2.3.1 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)	Maximum Spaces
Multi-tenant retail buildings;	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Restaurant	1 per 150 sq. ft. GFA	1 per 75 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	1 per 200 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Child day care facility	1 per employee + 3	1 per employee + 40
Townhouse	2 spaces	N/A
Multi Family	1 space per unit + .5 per bedroom	N/A
Single Family	2 spaces per unit	N/A

3.2.3.2 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.

3.2.3.3 Space computation and fractions

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

3.3 Architectural Standards

3.3.1 Design Guidelines

Building design within the Durango Farms PUD shall comply with the architectural design criteria outlined in the City of Hutto Unified Development Code (UDC) in place at the time of approval of this PUD.

In addition to the requirements of the City UDC, the Owner will establish an Architectural Review Committee for the project in order to maintain a comprehensive and complementary architectural style throughout the PUD area. The Owner shall establish an Architectural Review Committee (ARC) composed of an architect, landscape architect, one City of Hutto staff member, and the Owner.

The ARC shall establish design guidelines to specify the architectural style, materials and colors to be used, in addition to building and site orientation. For each project, items such as architectural elevations, material sample boards and color samples shall be submitted to the ARC for their review and approval. An approval letter from the ARC shall be submitted with the corresponding applications to the City for site development and building permits. The approval of the ARC shall not take the place of any and all required submittals to the City, County or other governmental agency as necessary to receive regulatory approvals.

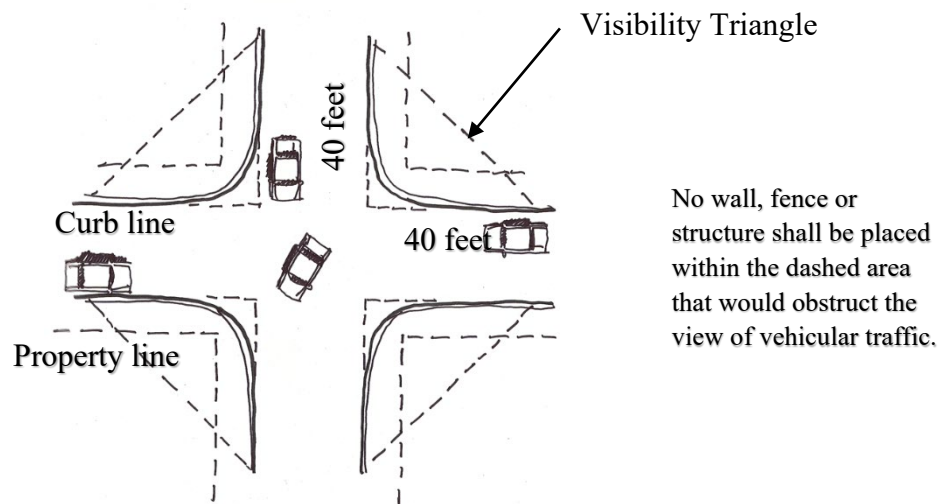
Refer to Exhibit D for Covenants, Conditions and Restrictions (CCRs) that will apply to the Durango Farms PUD.

3.4 Landscaping

3.4.1 General Standards

3.4.1.1 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.



3.4.1.2 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.

3.4.2 Required Landscaping:

3.4.2.1 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
Rear yard trees on lots wrapping the perimeter of the project.	Min. of 1 tree per lot in the back yard		
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

3.4.3 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.

3.4.4 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>

3.4.5 Materials, maintenance and replacement

3.4.5.1 Plant materials

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

3.4.5.1.1 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, including cedar privacy fencing, walls or other screening fencing within the community. 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.

3.4.5.1.2 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.

3.4.6 Irrigation

3.4.6.1 Automatic irrigation required

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

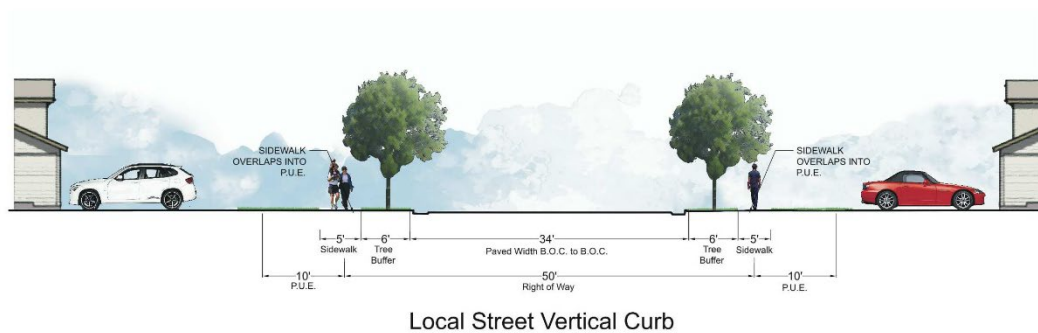
3.5 Streets

3.5.1 Street Alignment

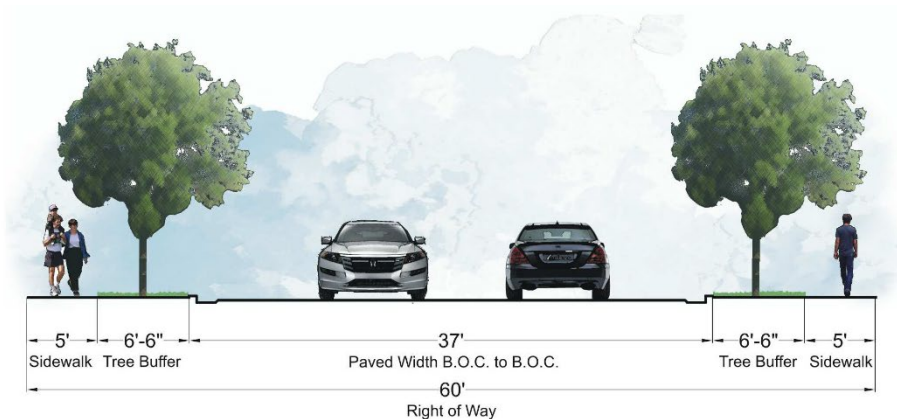
The precise alignment of the streets included in the Plan may be varied with City approval. **Exhibit C** illustrates the primary circulation pattern and the below street designations describe the planned streets within the PUD boundary.

3.5.2 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. Sidewalks may extend into the adjacent public utility easement.



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



3.5.3 Alleys

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

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

3.5.4 Construction Traffic

In order to minimize disturbance to the Old Town District, no construction heavy truck traffic shall be allowed to access the property from the south, via East Street or Main Street. Heavy construction vehicles will be allowed to access the property from FM 1660 and Mager Lane.

3.6 Common Open Space / Parkland

3.6.1 Common Open Space

The Durango Farms PUD Parkland requirements shall be satisfied by a fee in lieu of payment for parkland contribution. The fee for parkland shall be calculated as \$300 per single family unit and \$175 per multi family unit.

The parkland fee in lieu calculation summary shall be provided with the preliminary plat. Payment of the parkland fee in lieu shall be provided prior to the recordation of a final plat for the number of units within said final plat.

In addition to the fee in lieu of parkland, 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.

No other fees or improvements shall be required beyond those outlined in 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). The POA will adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

3.7 Walls and Fencing

3.7.1 Required walls

The following fence and wall types are required:

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

3.8 Outdoor Lighting

3.8.1 General Standards

3.8.1.1 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.

3.8.1.2 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.

3.9 Project Identification Signs

Project identification signage within the PUD are identified on **Exhibit C** and shall comply with regulations outlined below. Additional signage beyond the project identification signs shall comply with the UDC unless modified in the following standards below or modified by a Master Sign Plan in the future:

3.9.1 Signs that are unique to the Durango Farms PUD and vary from the standard UDC sign regulations are as follows:

Type		Number	Maximum area	Maximum height	Minimum setback
Permanent Signs	Freestanding Project Identification Signs along FM 1660 on the east	1	150 sq. ft. per sign	25 ft.	10 ft. from adjacent right of way

3.9.2 Prohibited signs

- Pole/pylon Sign. Pole or pylon Signs are not allowed in the PUD boundary.

This prohibition does not apply to:

- Permanent development signs
- Signs placed by government authorities
- Banners placed on a light pole, utility pole or over a street as part of a special event of general civic interest
- Traffic and safety control signs incorporating flashing lights (i.e. stop sign with flashing lights to improve awareness of intersections and improve safety)

4. Exhibits

Legal Description – Exhibit B

Land Use Plan-Exhibit C

Covenants Conditions and Restrictions-Exhibit D

Exhibit B – Legal Description

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres
Page 1 of 2

“EXHIBIT —”

DESCRIPTION OF 10.554 ACRES OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 11.10 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.554 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with a plastic cap stamped “RJ Survey” (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of a certain called 96.99 acre tract designated as Tract One and described in said deed to Jerry E. Roznovak and wife, Hilda Roznovak of record in Volume 443, Page 472, Deed Records of Williamson County, Texas, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, and the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, from which a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138 and 139, Plat Records of Williamson County, Texas, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract bears N 82°15'43" W, a distance of 1,222.52 feet;

THENCE S 82°15'43" E, crossing the said F.M. 1660 right-of-way, a distance of 97.80 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set in the east right-of-way line of said F.M. 1660, in the north line of the said 11.10 acre tract, at the northeast corner of the said 3.722 acre tract and the southeast corner of a certain called 1.529 acre tract described in the deed to the State of Texas of record in Volume 476, Page 603, Deed Records of Williamson County, Texas, in the south line of a certain called 135 acre tract described in the deed to Janet Lynn Barnard, Trustee for the Janet Lynn Barnard Family 1984 Trust of record in Volume 1126, Page 800, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 65.234 acre tract conveyed to CMSAL-2 L.L.C. of record in Document No. 2011084930, Official Public Records of Williamson County, Texas, and described in Document No. 1999014821, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found in the east right-of-way line of said F.M. 1660, in the east line of the said 1.529 acre tract, and the west line of a certain called 28.449 acre tract described in the deed to North Town Commons, LLC of record in Document No. 2007062953, Official Public Records of Williamson County, Texas, bears N 03°15'10" W, a distance of 192.32 feet, and from which a ½-inch iron rod found bears N 02°00'51" W, a distance of 10.60 feet;

THENCE S 82°15'43" E, with the north line of the said 11.10 acre tract and the south line of the said 135 acre tract, with the south line of the said 65.234 acre tract, with the north line of the tract described herein, a distance of 498.95 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for the northeast corner of the said 11.10 acre tract, at a re-entrant corner of the said 135 acre tract, in the south line of the said 65.234 acre tract, for the northeast corner of the tract described herein;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 135 acre tract, with the east line of the tract described herein, at a distance of 9.91 feet, passing a ½-inch iron rod with a plastic cap stamped “PAPE DAWSON” found, and continuing for a total distance of 17.36 feet to a calculated point for a southeast corner of the tract described herein, from which a ½-inch iron rod found bears N 74°00'05" E, a distance of 0.23 feet;

THENCE leaving the west line of the said 135 acre tract, crossing the said 11.10 acre tract, with a south, east, and north line of the tract described herein, the following three (3) courses and distances:

1. N 82°21'59" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner,
2. S 07°38'01" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner, and
3. S 82°21'59" E, a distance of 50.00 feet to a calculated point in the east line of the said 11.10 acre tract and west line of a certain called 72.025 acre tract described in the deed to Mager Meadows, LP of record in Document No. 2004018146, Official Public Records of Williamson County, Texas, for a northeast corner of the tract described herein, from which a ½-inch iron rod found bears S 61°01'59" E, a distance of 0.33 feet;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 72.025 acre tract, with the east line of the tract described herein, a distance of 1,292.44 feet to a ½-inch iron rod found in the north line of a certain called

LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres
Page 2 of 2

9.862 acre tract described in the deed to Herbert L. Prewitt and wife, Connie E. Prewitt of record in Volume 876, Page 655, Deed Records of Williamson County, Texas, at the southwest corner of the said 72.025 acre tract and the southeast corner of the said 11.10 acre tract, for the southeast corner of the tract described herein;

THENCE N 82°26'32" W, with the south line of the said 11.10 acre tract and the north line of the said 9.862 acre tract, with the south line of the tract described herein, at a distance of 2.07 feet, passing a concrete monument found 0.12 feet north of the line, and continuing for a total distance of 285.57 feet to a 5/8-inch iron rod found in the east right-of-way line of said F.M. 1660, and the south line of the said 11.10 acre tract, at a southeast corner of the said 3.722 acre tract and the northeast corner of a certain called 0.311 acre tract described in the deed to the State of Texas of record in Volume 476, Page 612, Deed Records of Williamson County, Texas, at the northwest corner of the said 9.862 acre tract, for the southwest corner of the tract described herein;

THENCE crossing the said 11.10 acre tract, with the east right-of-way line of said F.M. 1660, with the east line of the said 3.722 acre tract, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°21'46" E, a distance of 421.34 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,
2. N 07°33'54" E, a distance of 324.41 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,
3. N 13°27'20" W, a distance of 513.66 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point, and
4. N 03°15'10" W, a distance of 138.59 feet to the **POINT OF BEGINNING** and containing 10.554 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

“EXHIBIT __”

DESCRIPTION OF 95.047 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF CAPITOL STREET, A 50-FOOT RIGHT-OF-WAY AS SHOWN ON THE HUTTO AND METCALFE ADDITION SUBDIVISION PLAT OF RECORD IN BOOK 66, PAGE 148, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON THE REVISED MAP OF CITY OF HUTTO OF RECORD IN CABINET A, SLIDE 221, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 95.047 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped “RJ Survey” (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,
2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,
4. S 07°51'42" W, a distance of 790.50 feet to a ¾-inch iron rod found at an angle point, and
5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped “RJ Survey” found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped “RPLS 1433” found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped “RJ Survey” found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped “RPLS 1433” found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Cunningham of record in Volume 1954,

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

95.047 Acres
Page 2 of 3

Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles E. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, said Hutto and Metcalfe Addition, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 298.64 feet to a ½-inch iron rod found in the east line of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 3, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein,

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 3, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 3, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the south line of the tract described herein, a distance of 63.90 feet to a calculated point for the northwest terminus of said East Street and the northeast corner of Lot 5, Block 8, said Hutto and Metcalfe Addition, from which a ¾-inch iron pipe found bears N 63°55'34" W, a distance of 0.36 feet;

THENCE N 82°21'12" W, continuing with the south line of the said 96.99 acre tract and the north line of said Lot 5, Block 8, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 16.46 feet to a calculated point for the southeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, for an angle point in the south line of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of Block 9, said Hutto and Metcalfe Addition, bears N 82°21'12" W, a distance of 139.80 feet;

LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

95.047 Acres
Page 3 of 3

THENCE S 76°41'29" W, leaving the south line of the said 96.99 acre tract, with the north line of Lots 5-6, Block 8 and Lots 4 and 2, Block 12, said Hutto and Metcalfe Addition, with the south right-of-way line of said Capitol Street, a distance of 500.29 feet to a calculated point in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at the northwest corner of said Lot 2, Block 12, and the southwest terminus of said Capitol Street, same being the northwest corner of a certain tract of land designated as Second Tract and conveyed in the warranty deed to Curtis L. Peterson of record in Volume 535, Page 51, Deed Records of Williamson County, Texas, for the westerly southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found in the west line of said Lot 2, Block 12, Hutto and Metcalfe Addition, at the southeast corner of said Lot 4, Block F, Hutto Square Section 1, and the northeast corner of Lot 3, Block F, said Hutto Square Section 1, bears S 07°42'05" W, a distance of 85.29 feet;

THENCE N 07°42'05" E, with the west terminus of said Capitol Street and the east line of said Lot 4, Block F, Hutto Square Section 1, with the west line of the tract described herein, a distance of 53.56 feet to a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found at the northwest terminus of said Capitol Street, being a southwest corner of the said 96.99 acre tract, for a point-on-line in the west line of the tract described herein, from which said ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of said Block 9, Hutto and Metcalfe Addition, bears N 76°41'29" E, a distance of 350.53 feet;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, and with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,
2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,
3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and
4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 95.047 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 30th day of May 2019 A.D.

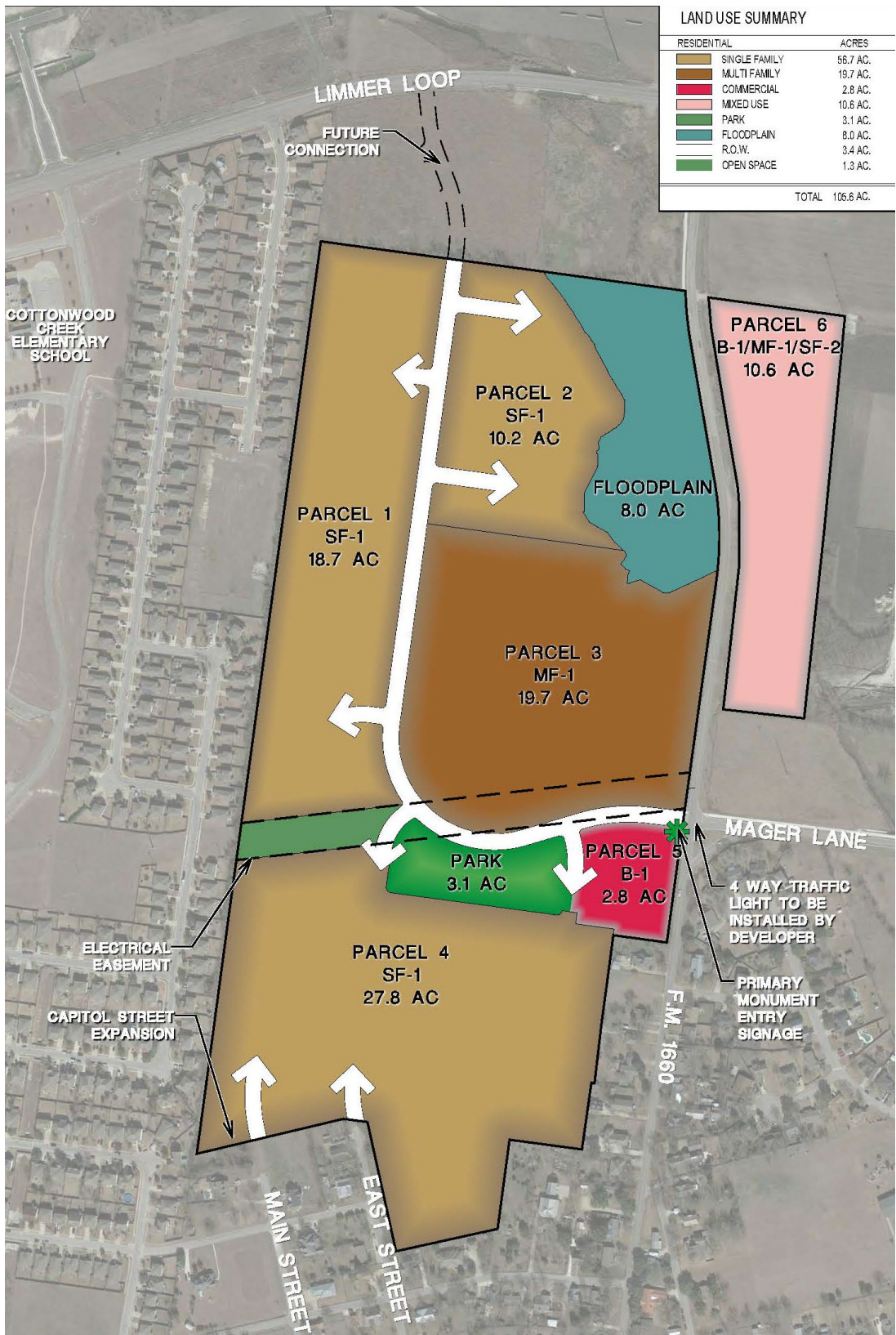
LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Exhibit C – Land Use Plan





**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE**

PLANNING & ZONING COMMISSION ON: **JULY 6, 2021**
CITY COUNCIL ON: **JULY 15, 2021**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as **Durango Farms Planned Unit Development (PUD) Amendment #1**, 105.2, more or less, of land, located on FM 1660 North.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

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2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.

Name:

PAISY NORTH

Address:

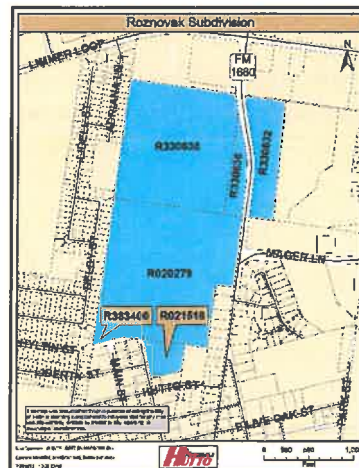
308 Lcdell, Hutto, Tx. 78634

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



SURROUNDING PROPERTY OWNER'S RESPONSE

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Name:

WOLFE, LARRY W + PAMELA J

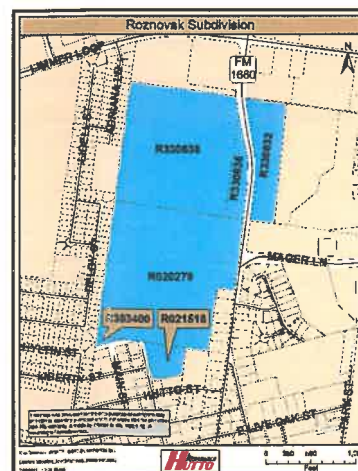
Address:

☒ I AM IN FAVOR

☐ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





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TO BE HELD AT THE

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Name: JOSEPH ZARLENGO

Address: 404 N. FM 1660 HUTTO, TEXAS 78634

☒ I AM IN FAVOR

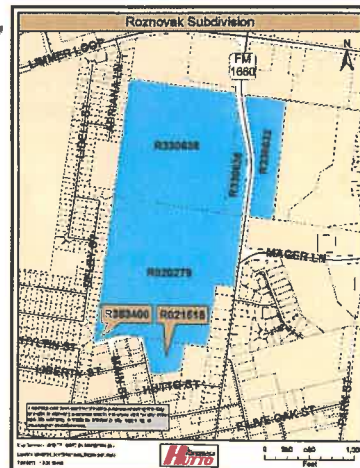
☐ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP

1660

30 M.P.H.
IS A JOKE.



MAY BE THIS WILL SLOW DOWN
DRIVERS ON 1660.
IT IS EVERY DAY SPEEDING.
NEED STOP SIGNS "4 WAY"
ON 1660 AND METCALFE
POLICE CAN NOT DO IT ALL,

Yvette Glover

From: Hoffman Jimenez <Hoff.Ji@live.com>
Sent: Sunday, June 27, 2021 12:46 PM
To: Planning
Subject: Durango Farms Planned Unit Development (PUD) Amendment #1

Hoffman Jimenez
305 Lidell St Hutto TX

I Object

Durango Farms Planned Unit Development (PUD) Amendment #1
to be held July 6,2021 Planning and Zoning Commission and July 15,2021 (City Council)

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PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON:
CITY COUNCIL ON:
MEETING LOCATION:
MEETING TIME:

JULY 6, 2021
JULY 15, 2021
500 W. Live Oak St. – City Hall
7:00 PM

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Name:

William Russ

Address:

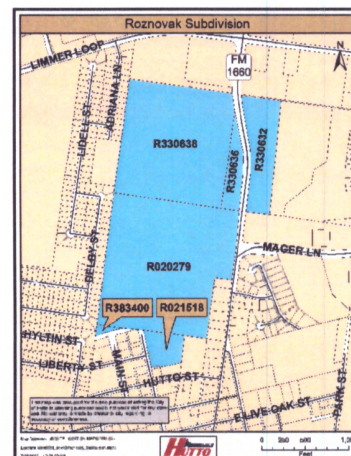
3874 Limmer Loop Hutto Tx 78634

☒ I AM IN FAVOR

☐ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





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Name:

William Russ

Address:

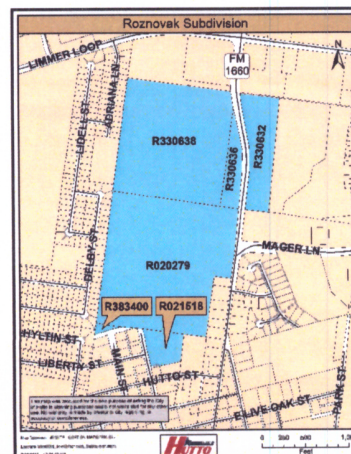
3874 Limmer loop Hutto, Tx 78634

☒ I AM IN FAVOR

☐ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





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=====

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Name:

Josue Abreu

Address:

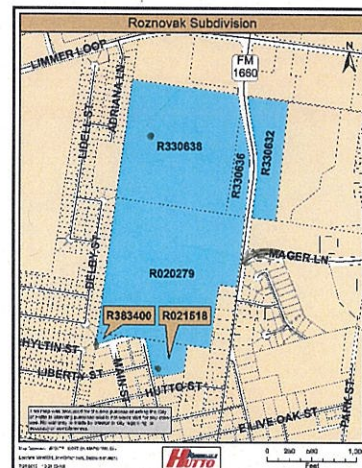
3800 Limmer Loop Hutto TX 78634

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



Ashley Lumpkin

From: Ashley Lumpkin
Sent: Tuesday, June 29, 2021 2:06 PM
To: Ashley Lumpkin
Subject: FW: Durango Farms Planned Unit Development Amendment #1

From: Shirley Peek
Sent: Tuesday, June 29, 2021 1:59 PM
To: Planning <Planning@HuttoTX.gov>
Subject: Fwd: Durango Farms Planned Unit Development Amendment #1

Sent from my iPad

Begin forwarded message:

From: Shirley Peek <s.peek@att.net>
Date: June 29, 2021 at 7:54:34 AM CDT
To: "planning@hutto.gov" <planning@hutto.gov>
Subject: Re: Durango Farms Planned Unit Development Amendment #1

Planning and Zoning Commission meeting on July 6, 2021, and City Council meeting July 15, 2021

We are currently opposed to the project for two reasons. The developer has failed to produce an adequate final site plan for the citizens, and two is that the city notice and the developer does not provide sufficient detail about the project.

Rob and Shirley Peek, 700 Main St.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Angel Kavanaugh

From: [REDACTED]
Sent: Tuesday, July 6, 2021 2:57 AM
To: Planning
Subject: Durango Farms planned unit development (PUD) Amendment #1

I OBJECT.

BUSINESS SHOULD NOT BE MIXED IN A RESIDENTIAL AREA. DUE TO TRAFFIC, NOICE AND LIGHTS AT NIGHT.

DEBORAH LAWSON

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Angel Kavanaugh

From: [REDACTED]
Sent: Tuesday, July 6, 2021 2:56 PM
To: Planning
Subject: Durango Farms Planned Unit Development (PUD) Amendment #1

Hello,

My name is Janae Soules, my address is 109 Rochester Lane Hutto TX 78634. In regards to Durango Farms Planned Unit Development (PUD) Amendment #1, planning and zoning commission hearing on July 6, 2021 @7pm city council hearing on July 15, 2021 @7pm, I am AGAINST this.

Thank you.

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Name:

JEFF PHILLIPS

Address:

608 N FM 1660

☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

- DEVELOPER HAS NOT LIVED UP TO THEIR OBLIGATIONS AND SHOULD BE GRANTED NO EXCEPTIONS TO THEIR ORIGINAL PLANS.
- THE SITE LOCATION MAP IS INCORRECT AND THEREFORE THIS NOTICE AND MEETING ARE NOT LEGAL. THIS PROPERTY HAS BEEN SUBDIVIDED INTO 252 LOTS (PER RECORDED PLAT). THIS NOTICE DOES NOT SPECIFY WHAT LOT IS REQUESTING TO BE REZONED, IF THE INTENT IS TO ALLOW A DAYCARE ON ANY LOT - WE STRONGLY OBJECT. THERE IS ONLY ONE LOT ON THE PLAT AS COMMERCIAL. THAT IS THE ONLY LOT THAT SHOULD BE DEVELOPED AS COMMERCIAL.

SITE LOCATION MAP





PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: JULY 6, 2021
CITY COUNCIL ON: JULY 15, 2021
MEETING LOCATION: 500 W. Live Oak St. – City Hall
MEETING TIME: 7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as **Durango Farms Planned Unit Development (PUD) Amendment #1**, 105.2, more or less, of land, located on FM 1660 North.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak, Hutto, TX 78634.
2. Email your response to: planning@huttotx.gov Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.

Name: Robert Houston

Address: 206 Whitfield

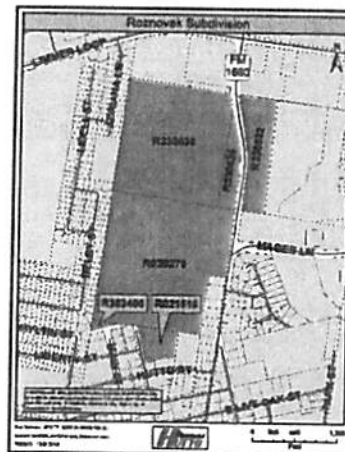
☐ **I AM IN FAVOR**

☒ **I OBJECT**

Write comments below, attach additional pages if needed.

This is residential. Don't need extra traffic. Also don't want extra noise from kids

SITE LOCATION MAP



AGENDA ITEM REPORT



To: Planning and Zoning Commission
Subject: Consideration and possible action on Ordinance No. O-2021-043 approving a zoning change request for Carver Ridge from General Commercial (B-2) to Multi-Family (MF), generally located east of the southeast corner of FM 1660 South and CR 137.(Second Reading) (Ashley Lumpkin)
Meeting: Thursday, August 5, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

In 2006 with these tracts were annexed, the idea was that they would be commercial or potentially and EDC Business Park in line with the Growth Guidance Plan. As the landscape of Hutto has changed in the last decade, and changed the area in general, commercial and support uses have replaced the idea of business park uses. The existing seven acres of multi-family was rezoned from B-2 - General Commercial in 2016.

Surrounding Land Use and Zoning:

North: FM1660 South ROW; Aspen Heights PUD request (on this agenda) zoned SF-1

South: Existing Farley Middle School (zoned SF-1)

East: ESD #2 Station and undeveloped property (zoned General Commercial - B-2)

West: CR137 ROW and The Narrows PUD allowing for commercial and multifamily uses

SUMMARY OF REQUEST:

The rezoning request, as proposed, will expand the seven acres previously zoned multifamily in 2016 to provide approximately 11 additional acres of multifamily to create a larger 18-acre multifamily site that will be developed as two projects. The remaining property, as shown on the exhibit, will remain B-2 - General Commercial.

Multifamily (MF) zoning district allows for 14-20 units per acre and heights up to 45 feet along Freeways, Arterials, and Major Collectors. The developer is proposing approximately 19.6 units to the acre, contained in nine- three- story buildings, all of which complies with the multifamily designation, if approved.

While the Future Land Use Map designates the area as commercial, multifamily is compatible with the commercial corners, offers additional housing opportunities, and buffers the existing school to the south from the higher intensity commercial expected to develop at the corner of FM1660 South and CR137.

STAFF REVIEW:

The applicant is currently working on their Traffic Impact Analysis to determine if there are any further right-of-way modifications along FM1660 South and CR 137.

AGENDA ITEM REPORT



Planning and Zoning Commission unanimously recommended the rezoning to City Council.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

No policy implications as this time.

ATTACHMENTS:

1. 21-05-28_Rezoning Letter of Intent
2. CarverRidge(SiteMap)
3. 21-05-25_Hutto Rezone Exhibit Update
4. Favor(Farley)
5. CR137-CarverRidge(11.02ac)Zoning(Ord)

June 7, 2021

City of Hutto Mayor and Council
Development Services Department
500 W. Live Oak St.
Hutto, TX 78634

RE: Letter of Intent for Rezoning ±11.02 Ac. at the SEC of Co. Rd. 137 & F.M. 1660.

Property Information: **SEC of Co. Rd. 137 & F.M. 1660**
 Tract Size: ±21.29 Ac. Total with ±11.02 Ac. to be Rezoned
 Tax PIN:
 Proposed Zoning: Multi-Family - MF
 Existing Zoning: General Commercial - B-2

Current Owner: Stuart Gregory Farley, ET AL
 P.O. Box 22309, Sacramento, CA 958222

Applicant: JMZ Land Company, LLC.
 1329 E. Lark St., Springfield, MO 65804

PROJECT LOCATION / DESCRIPTION:

The Farley Tract property to be rezoned is located in Williamson County in Hutto, TX, at the SEC of Co. Rd. 137 and F.M. 1660. The property is bound by Co. Rd. 137 to the West, School Driveway to the South, and F.M. 1660 to the north. The area to be rezoned consists of approximately ±11.02 acres of the total ±21.29-acre tract. Approximately 7.52 acres of the overall tract is currently zoned Multi-Family (MF) the NEC of the intersection of Co. Rd. 137 and School Driveway (Please see attached Rezoning Exhibit for reference). The remainder of the tract that is not currently zoned MF or requested to be zoned MF will remain B-2. This remaining portion of approximately 2.75 acres is located at the SWC of F.M. 1660 and Swindoll Lane.

The applicant proposes to construct approximately nine (9) three-story apartment buildings with one clubhouse, associated amenities, and infrastructure to serve the site and its tenants. The total number of units anticipated on this site is approximately 216 units. This provides a density of roughly 19.6 units per acre, which is within the range specified by the City of Hutto Unified Development Code (§10.303.5 *MF residential: multiple household*) for a development of this nature per the zoning classification requirements.

Public infrastructure to serve this site including access driveways, water, and wastewater will be provided prior to platting of the property. This development has access to all public utilities by right and adequate capacity is provided by these various existing utilities.

A Traffic Impact Analysis (TIA) for this development is currently being produced with the build-out of this site being reviewed as it pertains to the surrounding street network. The recommendations provided by this report will be provided to the City prior to approval of the rezoning request. Currently F.M. 1660 and Co. Rd. 137 are classified as Major Collectors with improvements anticipated as provided in the City of Hutto Mobility Master Plan (07/2018). We understand that if improvements are required to the surrounding streets, based on the recommendations of the TIA report, these proposed mitigations will be required at a pro-rata percentage of the developments share of the improvement attributable to the site development.

Drainage impacts due to the increased runoff produced from increased development in this area will be analyzed prior to approval of the Plat and Permits. A dry detention pond is currently planned for the southern edge of the development to capture, detain, and convey flows to below the pre-development runoff rates. As required in the City of Hutto UDC, all drainage systems shall be designed in accordance with the City of Round Rock Drainage Criteria Manual (Jan. 2005), City of Hutto Standard Details, and TCEQ Design Criteria in the Texas Administrative Code, as amended. Computations provided shall demonstrate that, as a result of the proposed development, there will not be any adverse impact to downstream properties adjacent to the drainage resulting from a 100-year event.

Currently the property to the west of this property is a mix of B—2, MF, and PUD. The property to the east of the subject property is zoned B-2. The property to the south is currently zoned SF-1 and contains Farley Middle School. The area to the north of this property, just north of F.M. 1660, is currently zoned SF-1. The area to the north is anticipated to be considered commercial as prescribed by the City of Hutto Future Land Use Map (2019).

DEVELOPMENT REQUEST

The Owner and Applicant request a zone change from B-2 to MF to allow for the development of multi-family residential buildings on approximately ±11.02 acres.

JUSTIFICATION FOR THIS REQUEST:

The re-zoning request is consistent with the purposes of the City of Hutto Land Use Standards. The proposed project is in conformance with subdivision design standards and establishes an adequate level of compatibility with surrounding areas of the site already constructed and other known surrounding areas currently proposed for development.

EXISTING AND PROPOSED IMPROVEMENTS:

Proposed improvements will include the construction of drainage and storm water detention facilities will be constructed and maintained in conformance with City standards and

specifications. Electric, natural gas, and telecommunication service points-of-connection will be extended for this lot, as necessary. Water and wastewater will be provided to the site per the City of Hutto Engineering Standard Specifications.

LAND DEVELOPMENT CODE & COMPREHENSIVE PLAN CONSISTENCY:

CITY OF HUTTO UNIFIED DEVELOPMENT CODE:

§10.303.5 MF residential: multiple household The MF district is a setting for development of multi-unit residential structures and developments, such as apartment and condominium complexes, garden and courtyard multifamily residential buildings, and residential loft buildings. Density must range from 14 to 20 dwelling units per acre net density, depending on the context of the development.

Response: The zoning is consistent with the proposed land use anticipated for this development. The applicant proposes to construct approximately nine (9) three-story apartment buildings with one clubhouse, associated amenities, and infrastructure to serve the site and its tenants. The total number of units anticipated on this site is approximately 216 units. This provides a density of roughly 19.6 units per acre, which is within the range specified by the City of Hutto Unified Development Code shown above.

REZONE APPROVAL CRITERIA:

- ✓ Zoning is consistent with all applicable land use and development plans.
 - ***Response: The zoning is consistent with the proposed land use anticipated for this development as mentioned in the “Project Location / Description” portion of this LOI.***
- ✓ 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.
 - ***Response: The introduction of multi-family residential in this area will be a much-needed residential option in this area. No adverse impacts to the surrounding properties are anticipated as the adjacent zonings appear to allow for an increased density use on this tract. Increased care will be placed on analyzing the surrounding infrastructure to ensure no adverse impacts will be realized on surrounding properties.***
- ✓ Zoning corrects a clerical/administrative error on the zoning map.
 - ***Response: This review criteria does not apply to this case.***
- ✓ Zoning results in a logical and orderly development plan.
 - ***Response: The rezoning in this area would generally follow a logical and orderly development plan based on previous rezoning’s in the area with MF to the south/southwest and a PUD with mixed-uses planned to the west.***
- ✓ Zoning is not merely intended to confer an economic benefit to the property owner.

- ***Response: The rezoning of this site is being requested to provide additional options for potential residences in this area of the City of Hutto. The introduction of multi-family residential in this area will be a much-needed residential option in this area.***
- ✓ Site is a legal building lot.
 - ***Response: The site will be platted after this rezoning as required by the State of Texas prior to any requests for permits. The site has access to utilities & public R.O.W. as required for the platting of this property.***
- ✓ Will be served by adequate facilities including streets, fire protection, water and sanitation for the proposed use.
 - ***Response: As mentioned in the previous response, the site has access to adequate facilities including streets, fire protection, water, and wastewater for the proposed use.***

The Applicant and owner respectfully request the City of Hutto Mayor and Council, Planning Commission and Planning Staff approval and support the Applicant's rezoning request to allow for the B-2 property to be changed to the MF category to support the multifamily designation to bring much-needed residential options to the community of Hutto.

The Applicant, owner, and their representatives welcome the opportunity to meet with all interested parties and representatives.

Respectfully,

Matthew K. Loos, PE
Olsson Project Manager

Carver Ridge

STEWART DR



OLD CR-137

FM
1660

**±11.02
Acres**

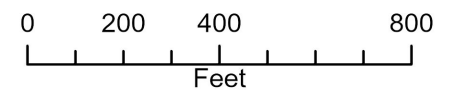
CR-137

SWINDOLL LN

BENT CREEK DR

CR-163

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.



DWG: C:\Users\ml00s\OneDrive - Olsson\Desktop\ACAD-Hutto Rezoning Exhibit-Model.dwg
DATE: May 25, 2021 3:45pm
USER: ml00s
XREFS:

DOBIAS,
ANTHONY D &
BJI INC.
CURRENT
ZONING: PUD

2-24"x27"
CONC. PIPES

COUNTY ROAD 137
(#1 ROW)

1660 REAL ESTATE LLC.
CURRENT ZONING: B-2

FARLEY, STUART, ET AL
CURRENT ZONING: MF

HUTTO INDEPENDENT
SCHOOL DISTRICT
CURRENT ZONING: SF-1

FARLEY, STUART G & HAL P
CURRENT ZONING: SF-1

FARLEY, STUART, ET AL
CURRENT ZONING: B-2
PROPOSED ZONING: MF
±11.02 AC.

FARLEY, STUART, ET AL
CURRENT ZONING: B-2

WILLIAMSON CO. ESD #3
CURRENT ZONING: B-2

0' 100' 200'
SCALE IN FEET

This document was prepared under 22 Texas Administrative Code §138.95,
does not reflect the results of an on the ground survey, and is not to be used
to convey or establish interests in real property except those rights and interests
implied or established by the creation or reconfiguration of the boundary of the
political subdivision for which it was prepared.

Mark D. Yale
5/25/2021
Mark D. Yale, RPLS # 5975

PROJECT NO:	020-38940
DRAWN BY:	MKL
DATE:	05/25/2021

REZONING EXHIBIT
CARVER RIDGE PH. II

olsson
302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404

EXHIBIT
1



**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE**

PLANNING & ZONING COMMISSION ON: **JULY 6, 2021**
CITY COUNCIL ON: **JULY 15, 2021**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION** and **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the proposed zoning change request for the property known as **CR 137 – Carver Ridge**, 11.02 acres, more or less, of land, from B-2 (General Commercial) to MF (Multifamily) use, located on CR 137 at FM 1660 South.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known as **CR 137 – Carver Ridge**, 11.02 acres, more or less, of land, from B-2 (General Commercial) to MF (Multifamily) use, located on CR 137 at FM 1660 South.

Name: Stuart Gregory Farley
Address: P O Box 22309 Sacramento, CA 95822

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



ORDINANCE NO. O-2021-043

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 APPROXIMATELY 11.02 ACRES, LOCATED AT CR 137 AND FM 1660 (SOUTH) TO BE KNOWN AS CARVER RIDGE, 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 6th day of July, 2021, and;

WHEREAS, on the 15th day of July, 2021, 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) Consistency (or lack thereof) with the Comprehensive Plan; and
- 2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and
- 3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment; and
- 4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and
- 5) Availability of water, wastewater and stormwater facilities suitable and adequate for the proposed use.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in the Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter to now be designated as MF (Multifamily) Zoning District.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and APPROVED on first reading on this the 15th day of July, 2021 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this 5th day of August, 2021 at a meeting of the Hutto, Texas City Council; there being a quorum present..

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holy Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-045 approving the proposed annexation of the Chandler Road Parkade Tracts, 15.38 acres, more or less, of land, and to establish the base zoning for the property as SF-R (Single-Family Rural).(Second Reading) (Ashley Lumpkin).
Meeting: Thursday, August 5, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

This annexation includes a single, approximate 15.38 acre tract of land at the northwest corner of FM1660 North and Chandler Road. A rezoning request is on this agenda as well as a subsequent item.

SUMMARY OF REQUEST:

Staff recommends approval of the voluntary annexation as presented.

STAFF REVIEW:

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

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

ATTACHMENTS:

1. Signed and Sealed Survey
2. (Ord)2296FM1660-ChandlerRoadParkade-Annex-15.382ac(Ord)



May 5, 2021

Page 1 of 4

Field notes for a 15.38 acres tract to be Annexed into the City of Hutto, Texas for:

Part of the JOHN DYKES SURVEY, Abstract Number 186, situated about 9 miles S70E from the courthouse in Georgetown, in Williamson County, Texas, and embracing the tract described in the deed to M. Reyna Trucking, LLC., recorded in Document Number 2019104978 of the Williamson County Official Public Records.

BEGINNING at ½ inch iron rebar found in the west right of way line of Farm to Market (F.M.) Road 1660, and being in the west line of a tract described in the deed to the State of Texas, recorded in Volume 476, Page 572 of the Williamson County Deed Records, for the northeast corner of said Reyna Trucking tract, and the southeast corner of a tract described in the deed to Williamson County, being a remainder of a called 201.54 acres tract, as per Case Number 97-012-C277 of the Williamson County District Clerk Records, also being the same tract as described in the deed to Dennis O. Johnson, et ux, SECOND TRACT, recorded in Volume 496, Page 521 of said Deed Records, from said ½ inch iron rebar found, a Texas Department of Transportation (TXDOT) Type I concrete monument found, bears north 14 degrees-20 minutes-30 seconds west 1-4/10 feet for the northwest corner of said State of Texas tract, and being the southwest corner of a tract described in the deed to the State of Texas, recorded in Volume 476, Page 570 of said Deed Records.

Thence south 14 degrees-20 minutes-30 seconds east (TXDOT deed call is south 11 degrees-59 minutes-12 seconds east) along said west line of F.M. Road and State of Texas tract, for the east line of said Reyna Trucking tract, 159-03/100 feet to a 5/8-inch iron rebar set with a cap stamped "RCS INC" for an angle point in said west line of the F.M. Road and State of Texas tract, and for an angle point in said east line of the Reyna Trucking tract.

Thence south 21 degrees-30 minutes-20 seconds east (TXDOT deed call is south 19 degrees-09 minutes east) continuing along said west line of F.M. Road and State of Texas tract, for said east line of the Reyna Trucking tract, 227-79/100 feet to a calculated point for the northeast corner of a tract described in the deed to Williamson County, Texas, Tract O, recorded in Document Number 2006031884 of said Official Public Records, and known as Chandler Road, and being the northerly southeast corner of said Reyna Trucking tract, from said calculated point, a ½ inch iron rebar found with a cap stamped "JS COALTER RPLS LSLS" bears south 20 degrees-56 minutes-05 seconds west 0-3/10 of a foot.

Thence south 20 degrees-56 minutes-05 seconds west (Reyna Trucking deed call is south 20 degrees-56 minutes-51 seconds west) along the north line of said Chandler Road and Williamson County tract, for the southeast line of said Reyna Trucking tract, 206-52/100 feet to a ½ inch iron rebar found with a cap stamped "JS COALTER RPLS LSLS" for an angle point in said north line of Chandler Road and Williamson County tract, and being an angle point in the south line of said Reyna Trucking tract.

Field notes for a 15.38 acres tract to be Annexed into the City of Hutto, Texas for: (continued)

Thence south 62 degrees-31 minutes 25 seconds west (Reyna Trucking deed call is south 62 degrees-30 minutes-43 seconds west) along said north line of Chandler Road and Williamson County tract, for the south line of said Reyna Trucking tract, 817-14/100 feet to a 5/8-inch iron rebar found at the beginning of a curve to the left whose radius is 8637 feet.

Thence southwesterly continuing along said north line of Chandler Road and Williamson County tract, for said south line of Reyna Trucking tract, 216-78/100 feet to a 5/8 inch iron rebar found for the northwest corner of said Williamson County tract, the northeast corner of another tract described in the deed to Williamson County, Texas, TRACT N, recorded in Document Number 2006088533 of said Official Public Records, being the southeast corner of a called 44.465 acres tract described in the deed to Williamson County, Texas, recorded in Document Number 2015101357 of said Official Public Records, and being the southwest corner of said Reyna Trucking tract, the long chord of said 216-78/100 feet arc, is south 61 degrees-46 minutes-15 seconds west (deed call is south 61 degrees-47 minutes-18 seconds west) 216-77/100 feet, from said 5/8 inch iron rebar found, a 1/2 inch iron rebar found with a cap stamped "RPLS 1433" in the south right of way line of said Chandler Road, and being the southwest corner of said Williamson County TRACT O, for the southeast corner of said Williamson County TRACT N, the northeast corner of a tract described in the deed to Ricky D. Kruger, et al, recorded in Document Number 2016121073 of said Official Public Records, and being the northwest corner of Lot 5 of CHANDLER CORNER, a subdivision to Williamson County, Texas, as it appears upon the map recorded in Document Number 202019000610 of said Official Public Records, bears south 21 degrees-24 minutes-50 seconds east (deed call is south 21 degrees-19 minutes-32 seconds east) 201-81/100 feet.

Thence north 21 degrees-24 minutes-50 seconds west (deed call is north 21 degrees-24 minutes-24 seconds west) along the west line of said Reyna Trucking tract, for the east line of said Williamson County called 44.465 acres tract, 641-55/100 feet to a 3/8 inch iron pipe found in the south line of said Williamson County remainder of a called 201.54 acres tract, for the northeast corner of said Williamson County called 44.465 acres tract, and being the northwest corner of said Reyna Trucking tract, from said 3/8 inch iron pipe found, a 1/2 inch iron pipe found for an angle point in the north line of said Williamson County called 44.465 acres tract, and being an angle point in the south line of said Williamson County remainder of a called 201.54 acres tract, bears south 68 degrees-24 minutes-35 seconds west (deed call is south 68 degrees-24 minutes-32 seconds west) 1436-41/100 feet.

Thence north 68 degrees-09 minutes-55 seconds east (deed call is north 68 degrees-09 minutes-57 seconds east) along the south line of said Williamson County remainder of the called 201.54 acres tract, for the north line of said Reyna Trucking tract, 1186-17/100 feet to the place of BEGINNING and containing 15-38/100 acres, as surveyed.

See attached 8 1/2 by 11-inch drawing that accompanies these field notes.

May 5, 2021

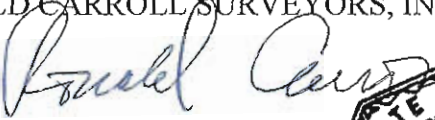
Page 3 of 4

Field notes for a 15.38 acres tract to be Annexed into the City of Hutto, Texas for: (continued)

The basis of bearings was taken from the Texas State Plane Coordinate System, Central Zone, NAD83 Datum as obtained by GPS observations and referenced to the SMARTNET NETWORK of NORTH AMERICA Base Station TXGN at Georgetown, Texas.

Surveyed April 19, 2021.

RONALD CARROLL SURVEYORS, INC.



Ronald Carroll, RPLS 2025
Vice President



S: data TX jobs 2021 21026 REYNA TRUCKING DRAFT FIELD NOTES CITY LIMITS FN 050521

5302 S. 31st Street • Temple, Texas • 76502
(254) 773-1447 • Fax (254) 773-1728 • info@rcsurveyors.com
www.rcsurveyors.com • TBPLS Firm No. 10028400

ORDINANCE NO. O-2021-045

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 15.382 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 15.382 acres, more or less, of land, being out of the John Dykes Survey, Abstract No. 186 in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

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

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

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

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

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

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

SECTION I.

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

SECTION II.

That the Property described in the attached **Exhibit “A”**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as SF-1 (Single Family Residential) Zoning District.

SECTION III.

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Hutto, and hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

SECTION IV.

That the appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official maps and boundaries of the City of Hutto, heretofore adopted and amended, so as to include the aforementioned territory hereby annexed, be and are hereby amended as part of the City of Hutto, Texas, as required by law.

SECTION V.

That the City Secretary is hereby directed and authorized to file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas.

SECTION VI.

If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

SECTION VIII.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

SECTION IX.

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

READ and APPROVED on first reading on this the 15th day of July, 2021 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this 5th day of August, 2021 at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: Planning and Zoning Commission
Subject: Consideration and possible action on Ordinance No. O-2021-046 approving a zoning change request for Chandler Road Parkade from ETJ/SF-R to General Commercial (B-2) for an approximate 15.38 acre side, more or less, generally located at the northwest corner of FM1660 North and Chandler Road.(Second Reading)(Ashley Lumpkin)
Meeting: Thursday, August 5, 2021
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

The proposed zoning change is in conjunction with a voluntary annexation application as set forth in the annexation development agreement. The property has a development agreement in lieu of annexation in place since 2019 (attached). The Future Land Use Map (FLUM) designates the subject tract and surrounding area as 'Institutional' allowing for government, church, school, or other tax-exempt uses. The property is surrounded by the following land uses:

North: Landfill (ETJ)

South: Chandler Road ROW and industrial uses (ETJ and Light Industrial)

East: FM1660 North ROW and agricultural property (ETJ)

West: Williamson County Sheriff's Training Facility (ETJ)

The proposal requested General Commercial (B-2) zoning district with the applicant further requesting vehicle storage, a use not otherwise allowed by-right or conditionally in the Unified Development Code (UDC) for the proposed district.

SUMMARY OF REQUEST:

The UDC outlines criteria for evaluating map amendments:

The proposed zoning is consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans.

The comprehensive plan designates the area for institutional uses, although the request for commercial zoning on the corner of two major thoroughfares is not without merit although not strictly conforming to the FLUM.

The proposed zoning is compatible with existing and permitted uses on properties in the neighborhood.

The proposed zoning is compatible with the surrounding area that is still fairly undeveloped or developed in conformance with the FLUM.

Conditions in the neighborhood have changed to the extent the proposed zoning is necessary.

AGENDA ITEM REPORT



The area directly adjacent to this property has not changed, however, the larger area has seen changes with the 165-acre ISD site construction and two larger residential developments coming on line a few miles south of the subject tract.

The proposed zoning does not have an adverse impact on surrounding properties or the natural environment.

A commercial tract at this intersection would not have an adverse impact on the surrounding properties.

The proposed zoning corrects a clerical or administrative error on the zoning map.

Not applicable in this instance.

The proposed zoning results in a logical and orderly development pattern.

The addition of a commercial designation is logical and typically desired at the corners to major thoroughfares.

The proposed zoning is not merely intended to confer an economic benefit to the property owner.

The applicant is requesting the General Commercial district with the interim allowance of vehicle storage, which is only allowed with conditions in Light Industrial and Industrial districts. While Planning and Zoning and City Council is granted the ability to approve zoning requests with conditions, the code strictly prohibits a conditional zoning where the permitted land use for a lot is restricted to the use the rezoning was sought, thus the interim use requested that does not comply with the proposed zoning district is prohibited.

The site is a legal building lot.

The request is the result of a violation of the annexation development agreement for development occurring outside of the signed agreement. A letter The site must annex into the city, plat to become a legal lot, and then proceed through site planning and building permits.

The zoning request was noticed in compliance with the UDC 600-foot requirement. At the time of writing this staff report, one neutral response has been submitted.

Staff recommends approval of the zoning request to General Commercial, without the interim use that is outside the scope of what the ordinance allows. The Planning and Zoning Commission unanimously recommend approval of the zoning request to the B-2 General Commercial District.

STAFF REVIEW:

FINANCIAL IMPACT:

AGENDA ITEM REPORT



POLICY IMPLICATIONS:

ATTACHMENTS:

1. LOI
2. Survey
3. Resolution-R-19-03-21-8Q-William_and_Frances_Albert__15.28_acres
4. 2296_FM_1660_Future_Land_Use_Map
5. 2249FM1660-ChandlerRoadParkade(15.382ac)Zoning(Ord)



May 25, 2021

City of Hutto
Development Services Department
500 W. Live Oak Street
Hutto, Texas 78634

RE: Chandler Road Parkade – Zoning Application

Sunland Group is pleased to submit the attached materials to apply for the rezoning of a site which is to contain the future Chandler Road Parkade facility. The work for which an exemption is being requested is located on a vacant lot addressed as 2296 FM 1660 that is in the process being annexed in the full-purpose jurisdiction of Hutto, Texas as a part of a separate application.

The rezoning of this property is being requested as “B-2”. This zoning does not currently allow the first proposed use of the land as a “vehicle storage facility”, though it does allow the second proposed use as a “vehicle minor repair facility”. Both of these industrial-type uses would be proposed for the initial development of the site, with these uses being replaced by commercial uses allowed by a “B-2” zoning over time as the general vicinity develops.

The subject tract is located in an area earmarked for institutional uses in the Future Land Use Map. The rezoning of this property to foster the aforementioned use types will not alter the character of the area surrounding the project site for the following reasons:

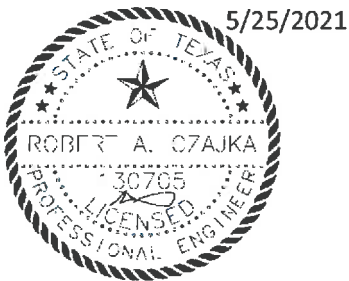
- The surrounding undeveloped are generally earmarked in the Future Land Use Map for industrial uses.
- The site directly to the north of the subject tract has similarly been earmarked for the development of an institutional use in spite of the fact that a landfill currently operates at this location.
- There is no existing vegetation at the project site to be disrupted due to the proposed development as no trees currently exist at the project site.
- The project will be linked to two neighboring roadways of sufficient capacity to handle the traffic impact of the future Chandler Road Parkade facility without any adverse impacts to safety and mobility in the surrounding area via two driveway approaches, one each accessing FM 1660 and Chandler Road.
- Any future development of the site into commercial uses can be reviewed on a case-by-case basis for traffic impacts at the time of development.
- The project site is currently able to receive water and electric service from Jonah SUD and Oncor, respectively.



- The project site has the ability to be served by a private septic facility upon development.
- The project site is located within the jurisdiction of Williamson County ESD #3 and can receive fire protection via fire hydrants once they are constructed as a part of the proposed development.

Please do not hesitate to call me at 512-590-7953 or email me at bczajka@sunlandgrp.com with any questions or concerns regarding this application.

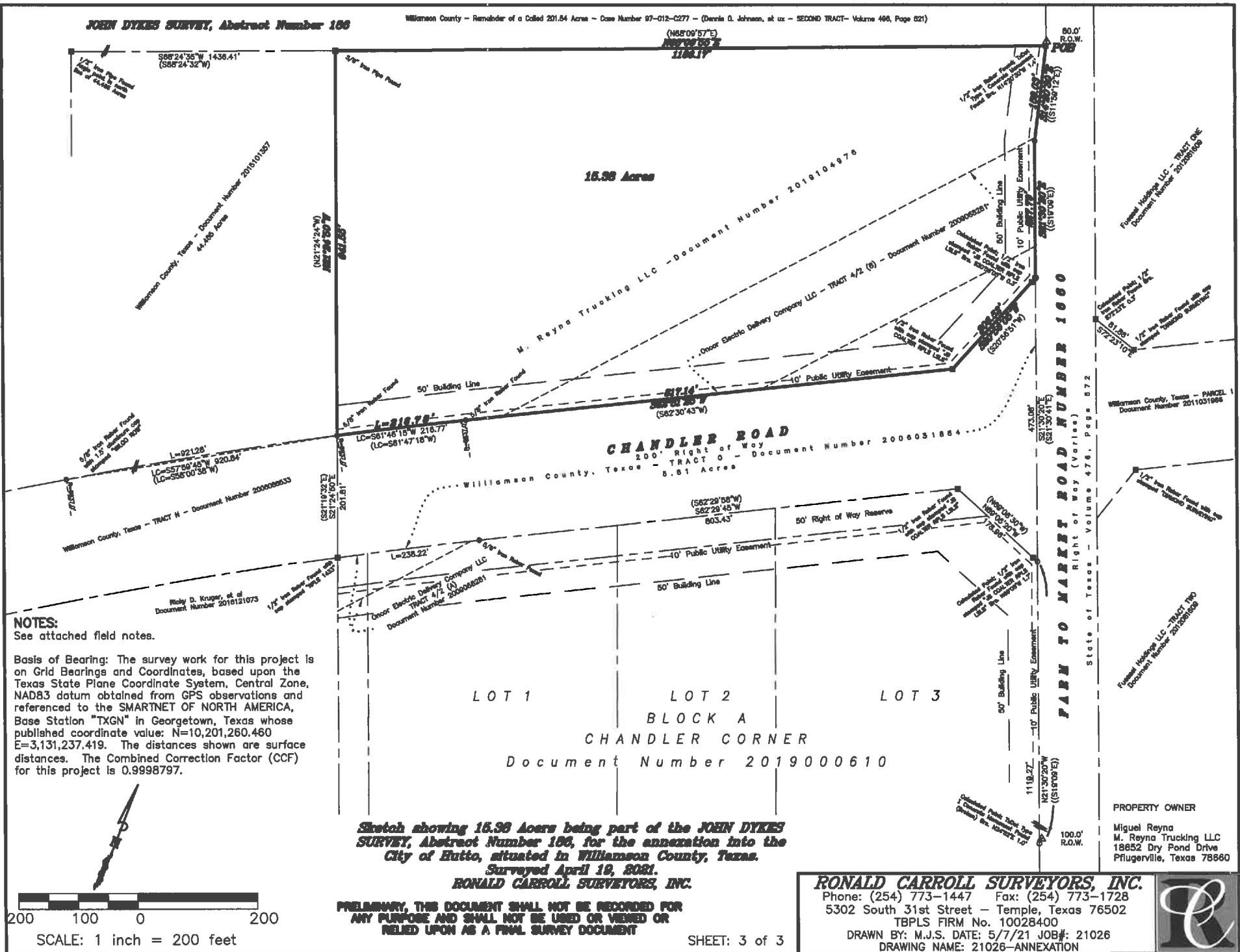
Sincerely,
Sunland Group



Robert Czajka, PE

JOHN DYKES SURVEY, Abstract Number 188

Williamson County - Remainder of a Catted 201.84 Acres - Case Number 97-012-C277 - (Dennis O. Johnson, et ux - SECOND TRACT- Volume 466, Page 821)



RESOLUTION NO. R-19-03-21-8Q

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM AND FRANCES ALBERT, FOR 15.28 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;

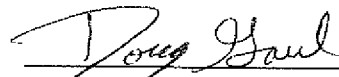
WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth 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 William and Frances Albert, for the property described in Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

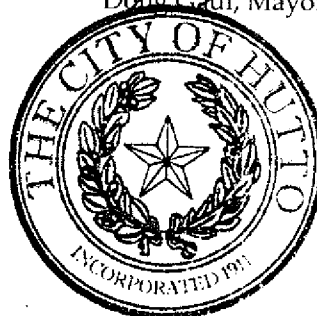
CONSIDERED and RESOLVED on this the 21st day of the month March 2019.

THE CITY OF HUTTO, TEXAS


Doug Gaul, Mayor

ATTEST:


Lisa L. Brown, City Secretary



STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, **15.28 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

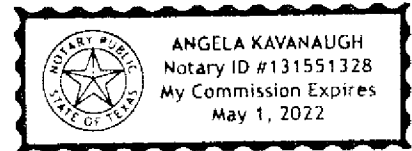
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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

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

Entered into this 27 day of December, 2018.

William Ernest Albert
William Ernest Albert, Owner



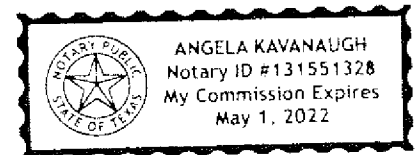
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 27 day of December, 2018,
by William Ernest Albert, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Frances Marie Butler Albert
Frances Marie Butler Albert, Owner

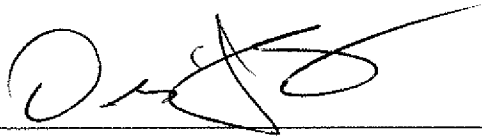


THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 27 day of December, 2018,
by Frances Marie Butler Ernest Albert, Owner.

Angela Kavanaugh
Notary Public, State of Texas

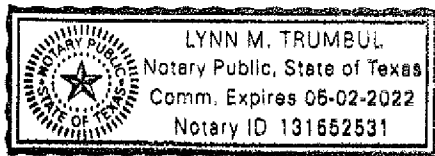
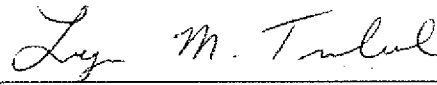


Odie Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odie Jones, City Manager, City of Hutto, Texas.

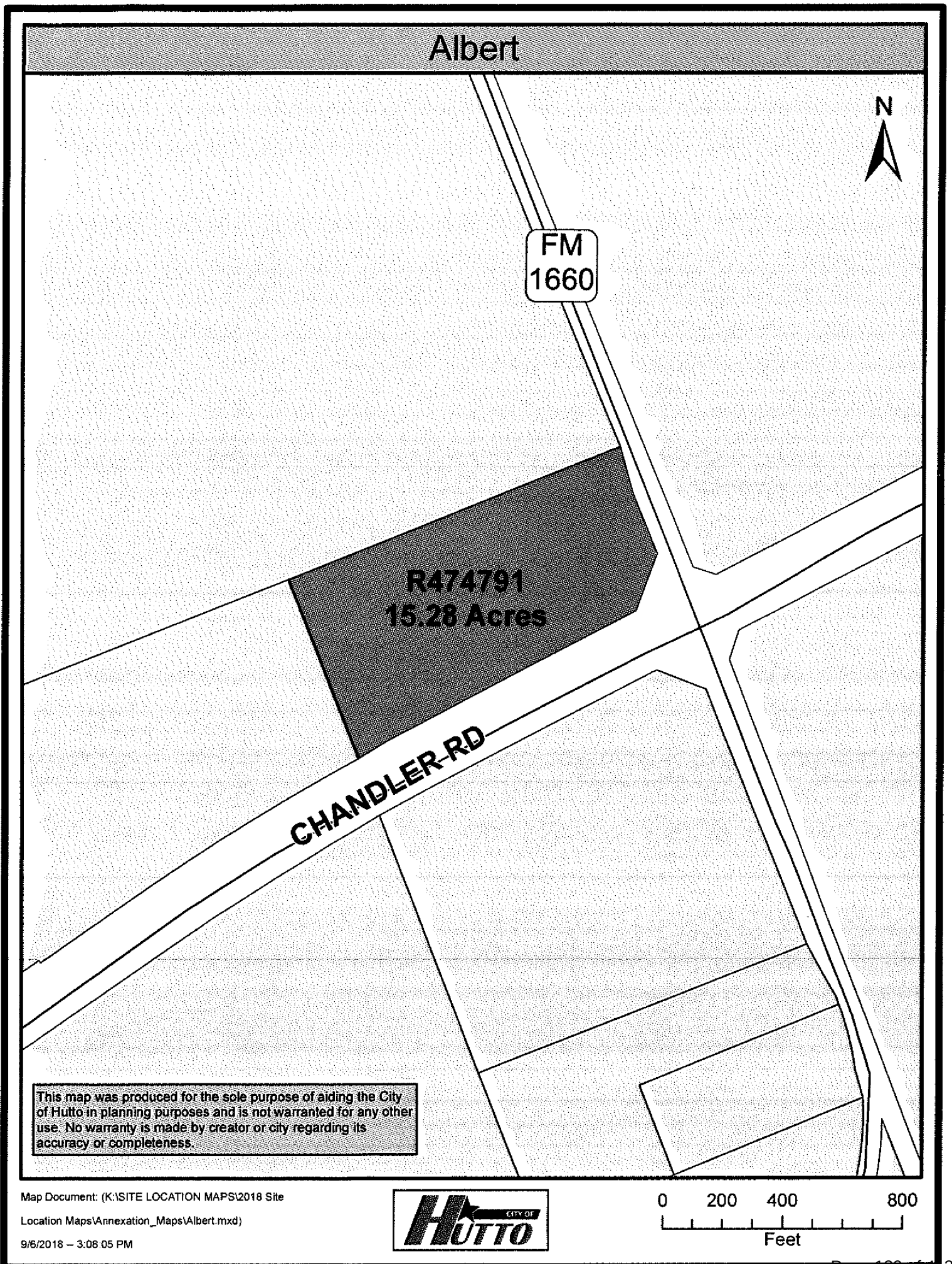
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ALBERT TRACT - (R474791):

15.28 ACRES OUT OF THAT CERTAIN 68.583 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED WITH VENDORS LIEN DATED NOVEMBER 3, 1977 AND RECORDED AS DOCUMENT NO. 19776951DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2019035397

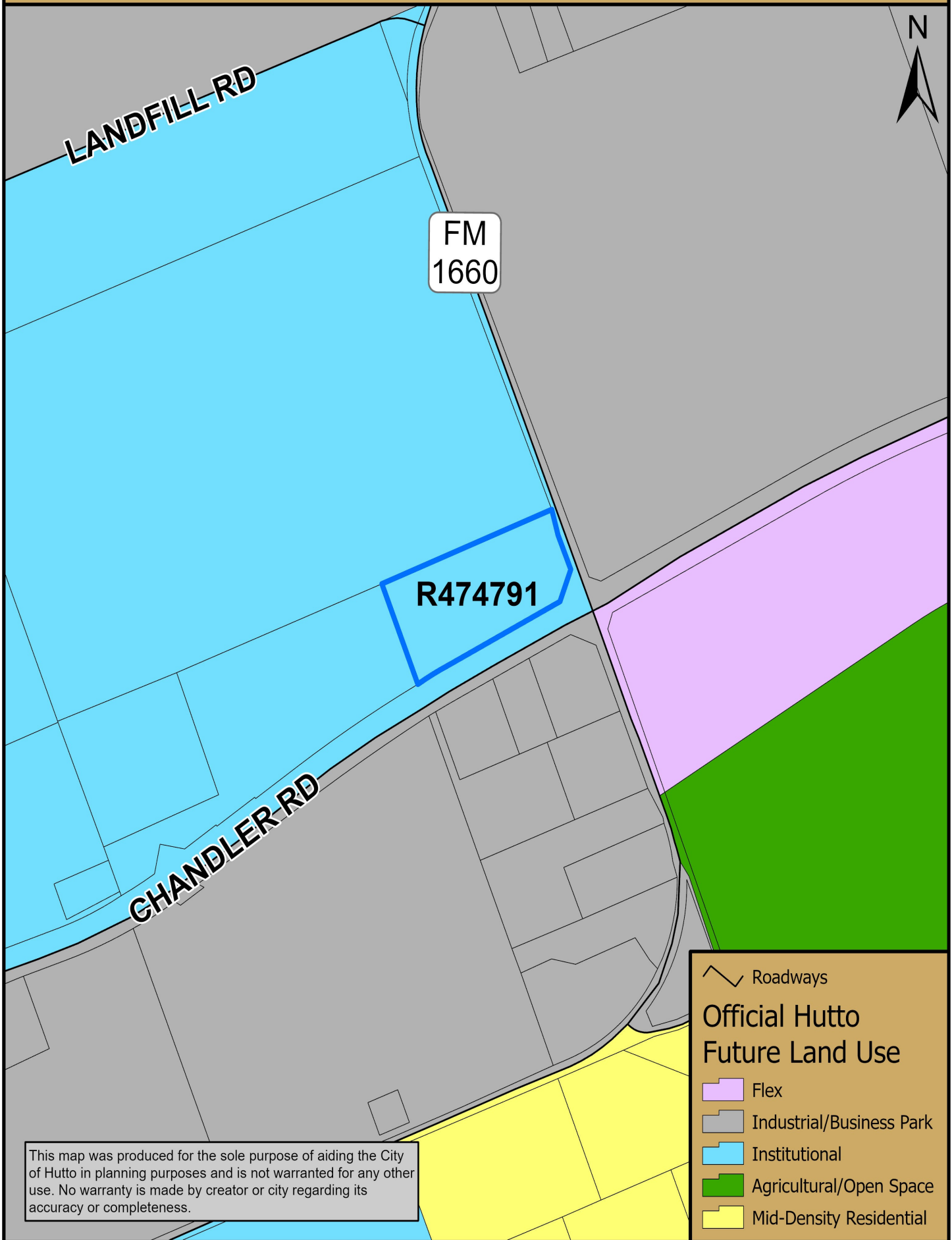
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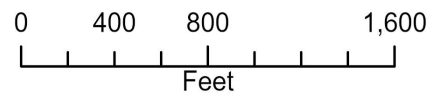
Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

2296 FM 1660



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.



ORDINANCE NO. O-2021-046

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 APPROXIMATELY 15.382 ACRES, LOCATED AT 2296 FM 1660 (CHANDLER ROAD PARKADE), 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 6th day of July, 2021, and;

WHEREAS, on the 15th day of July, 2021, 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) Consistency (or lack thereof) with the Comprehensive Plan; and
- 2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and
- 3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment; and
- 4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and
- 5) Availability of water, wastewater and stormwater facilities suitable and adequate for the proposed use.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in the Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter to now be designated as B-2 (General Commercial) Zoning District.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and APPROVED on first reading on this the **15th** day of **July, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this **5th** day of **August, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-122 a Resolution accepting the infrastructure improvements for the subdivision known as Hutto Square Section 6. (Anthony Host)
Meeting: Thursday, August 5, 2021
Department: Public Works
Staff Contact: Anthony Host

BACKGROUND INFORMATION:

Subdivision approved in 2019. The subdivision is located north of Limmer Loop across from Cottonwood Creek Elementary.

SUMMARY OF REQUEST:

Approve the acceptance of infrastructure improvements for the subdivision Hutto Square Section 6.

STAFF REVIEW:

Staff has reviewed all closing documents and done all required inspections.

FINANCIAL IMPACT:

\$1,344,861.40 of asset infrastructure to the maintenance budget.

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

1. Hutto Square Section 6 Engineer Concurrence Letter
2. Hutto Square Section 6 Final Cost and Quantities
3. Hutto Square Section 6 Maintenance Bond
4. Hutto Square Section 6 TDLR Inspection
5. Hutto Square Section 6 Project Construction Summary
6. Hutto Square Section 6 acceptance resolution



RANDALL JONES & ASSOCIATES ENGINEERING INC.

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

ENGINEER'S CERTIFICATE OF COMPLETION

Owner of Property:
CT Development Inc.

Kind of Project, Contract Identification:
Hutto Square Section 6 – Street, Drainage, and Utility Improvements

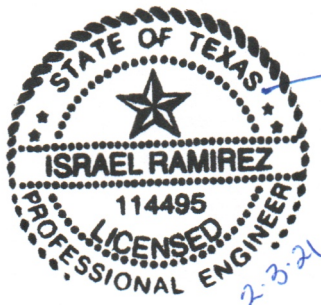
Name of Contractor: Clearwater Utilities, Inc.

Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE Reg.
No. F-9784

Address of Consulting Engineer: 2900 Jazz St, Round Rock, TX 78664

I certify that this Project is 100% complete on 01-29-2021; that the project was under periodic observation by either myself or someone under my supervision; that to the best of my knowledge the Project was in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual inspection of the project. As engineer, I was not engaged to perform inspection services during construction.



Signature

Texas Registration Number

114495

T: engconc



PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Hutto Square 6

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Richard Rodriguez

CONTRACTOR: Clearwater Utilities, Inc.

Maintained By:	
COH	Other
Boxes checked by HOA	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$497,780.30

SIDEWALK IMPROVEMENT COST: \$6,045.00

SIDEWALK RAMP IMPROVEMENT COST: \$17,232.00

BRIDGE IMPROVEMENT COST: \$0.00

POND(S) COST: \$0.00

DRAINAGE IMPROVEMENT COST: \$823,804.10

WATER IMPROVEMENT COST: \$0.00

WASTEWATER IMPROVEMENT COST: \$0.00

EROSION CONTROLS / RESTORATION COST: \$32,082.50

TOTAL IMPROVEMENT COST: \$1,376,943.90

PREPARED BY (DESIGN ENGINEER): Randall Jones & Associate Engineering

CHECKED BY (CID SUPERVISOR): _____



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CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address From Lot #	Address To Lot #	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
Westfield Street	10B	15A	2/9	29	994	No	No
Brookside Street	1B	31B	2/9	29	1130	No	No
Lancaster Street	26E	23E	2/9	29	382	No	No

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
Westfield Street	10B	13B	5	71	E	4
Lancaster Street						2
Brookside Street	27B	27B	5	120	N,S	6

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)

2 – Number of Ramps

P 2/4

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia - FT)	MATERIAL TYPE	QTY	SIZE (L - FT)	TYPE ₁
18"	RCP	224	3	5	Conc	13	10	Curb
24"	RCP	80	5	6	Conc			
24"	RCP CL IV	198						
30"	RCP	440						
36"	RCP	280						
42"	RCP	450						
7'x5'	RCB	107						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
			1	24"	Sloping Conc Headwall
			2	7'x5' RCB	Txdot Conc Headwall

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
130	20	3:1	concrete
337	6	3:1	natural
370	6	3:1	Swale-natural

- 1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
- 2) Cast-in-Place, Precast
- 3) Pipe size / Culvert Size
- 4) Headwall, Wing Walls, Gabions

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CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
AIR RELEASE								
SIZE	TYPE	NO.						
			SERVICES INSTALLED					
			NO.	TYPE				
				SINGLE				
				DOUBLE				

REMARKS: Water and Wastewater will be owned and maintained by Jonah SUD

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MAINTENANCE BOND

Bond Number: SUR0066096

KNOW ALL MEN BY THESE PRESENTS, that we Clearwater Utilities, Inc.

_____, as principal (the "Principal"),
and Argonaut Insurance Company, a company organized under the laws of the State of Illinois, as surety (the
"Surety"), are held and firmly bound unto City of Hutto

_____, as obligee (the "Obligee"),
in the penal sum of One Million Three Hundred Seventy-Six Thousand Nine Hundred Forty-Three and 90/100
Dollars (\$ 1,376,943.90),

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a contract (the
"Contract") with the Obligee for Construction of Street, Drainage and Utility Improvements to Serve Hutto Square
Section 6

which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the
Obligee any defect which may develop during a period of Two (2) year(s) from the date of completion and
acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior
materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any
item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should
Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety
("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to
the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above
address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or
such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered
Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to
sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of this _____ day of _____, 20_____.

WITNESS / ATTEST



Clearwater Utilities, Inc.

(Principal)

By: _____

Name: Dustin Berry

Title: President

(Seal)

ARGONAUT INSURANCE COMPANY

(Surety)

By: _____

Attorney-in-Fact

Michael Maddux

(Seal)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

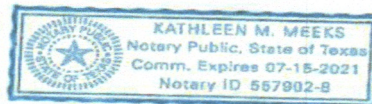
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Weeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, _____.



James Bluzard

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS
ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606**

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

April 1, 2021

Israel Ramirez
Randall Jones & Associates Engineering, Inc.
2900 Jazz Street
Round Rock, TX 78664

Re: Hutto Square 6 TAS Re-Inspection

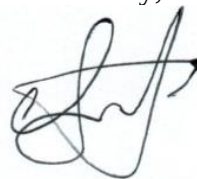
Dear Israel:

This report presents the findings of the on-site re-inspection for the Hutto Square Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. A re-inspection of the site was conducted on April 1, 2021 which included the review of sidewalks, curb ramps and associated crosswalks within the subdivision.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at arturo@alturalp.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arturo Pinero'.

Arturo Pinero, RAS #1551

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Hutto Square 6

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Richard Rodriguez

CONTRACTOR: Clearwater Utilities, Inc.

Maintained By:	
COH	Other
Boxes checked by HOA	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$497,780.30

SIDEWALK IMPROVEMENT COST: \$6,045.00

SIDEWALK RAMP IMPROVEMENT COST: \$17,232.00

BRIDGE IMPROVEMENT COST: \$0.00

POND(S) COST: \$0.00

DRAINAGE IMPROVEMENT COST: \$823,804.10

WATER IMPROVEMENT COST: \$0.00

WASTEWATER IMPROVEMENT COST: \$0.00

EROSION CONTROLS / RESTORATION COST: \$32,082.50

TOTAL IMPROVEMENT COST: \$1,376,943.90

PREPARED BY (DESIGN ENGINEER): Randall Jones & Associate Engineering

CHECKED BY (CID SUPERVISOR): _____





CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address From Lot #	Address To Lot #	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
Westfield Street	10B	15A	2/9	29	994	No	No
Brookside Street	1B	31B	2/9	29	1130	No	No
Lancaster Street	26E	23E	2/9	29	382	No	No

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
Westfield Street	10B	13B	5	71	E	4
Lancaster Street						2
Brookside Street	27B	27B	5	120	N,S	6

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)

2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED ¹	TYPE ²	DESCRIPTION ³	DECK		COST	PRIVATE	ETJ
				W (FT) ⁴	L (FT) ⁵			

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C – Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).

4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE ¹	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) ²	DRAINAGE AREA (ACRES)	PRIVATE ³	ETJ	COST

- 1 – BD = Bio-Detention
D = Detention Only
DSF = Detention / Sedimentation / Filtration
F = Filtration Only
S = Sedimentation Only
SF = Sedimentation / Filtration
SFI = Sedimentation / Filtration / Infiltration
SI = Sedimentation / Irrigation
WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia - FT)	MATERIAL TYPE	QTY	SIZE (L - FT)	TYPE ₁
18"	RCP	224	3	5	Conc	13	10	Curb
24"	RCP	80	5	6	Conc			
24"	RCP CL IV	198						
30"	RCP	440						
36"	RCP	280						
42"	RCP	450						
7'x5'	RCB	107						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
			1	24"	Sloping Conc Headwall
			2	7'x5' RCB	Txdot Conc Headwall

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
130	20	3:1	concrete
337	6	3:1	natural
370	6	3:1	Swale-natural

- 1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
- 2) Cast-in-Place, Precast
- 3) Pipe size / Culvert Size
- 4) Headwall, Wing Walls, Gabions

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
AIR RELEASE								
SIZE	TYPE	NO.						
			SERVICES INSTALLED					
			NO.	TYPE				
				SINGLE				
				DOUBLE				

REMARKS: Water and Wastewater will be owned and maintained by Jonah SUD

CONSTRUCTION SUMMARY FOR WASTEWATER

[illegible]

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

PROJECT NAME _____ WORK ORDER # _____

W/WW JOB I.D. _____ SUBDIVISION FILE # _____

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

STREET NAME	FROM	TO

**THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE
SUMMARY INCLUDED.**

HUTTO SQUARE SECTION 6 ESTIMATE NUMBER SEVEN

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	SCHEDULED VALUE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL WORK TO DATE		BALANCE TO COMPLETE
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
1	Water	LF	2540	\$41.50	\$105,410.00							
2	8" Water Line	EA	6	\$3,892.00	\$23,352.00		\$0.00		\$23,352.00	2540	\$105,410.00	\$0.00
3	FH	EA	7	\$1,255.00	\$8,785.00		\$0.00		\$8,785.00	6	\$23,352.00	\$0.00
4	8" GV&B	EA	1	\$4,541.00	\$4,541.00		\$0.00		\$4,541.00	7	\$8,785.00	\$0.00
5	2" Auto Flushing Valve	EA	1	\$4,174.00	\$4,174.00		\$0.00		\$4,541.00	1	\$4,541.00	\$0.00
6	ARV	EA	3	\$880.00	\$2,640.00		\$0.00		\$4,174.00	1	\$4,174.00	\$0.00
7	Single NSL	EA	2	\$1,945.00	\$3,890.00		\$0.00		\$2,640.00	3	\$2,640.00	\$0.00
8	Double NSL	EA	16	\$1,047.00	\$16,752.00		\$0.00		\$3,890.00	2	\$3,890.00	\$0.00
9	Double FSL	EA	13	\$1,994.00	\$25,922.00		\$0.00		\$16,752.00	16	\$16,752.00	\$0.00
10	8" Wet Conn	EA	2	\$846.00	\$1,692.00		\$0.00		\$25,922.00	13	\$25,922.00	\$0.00
11	Flexible Base Backfill	EA	180	\$19.00	\$3,420.00		\$0.00		\$1,692.00	2	\$1,692.00	\$0.00
12	Trench safety	LF	2540	\$0.25	\$635.00		\$0.00		\$3,420.00	180	\$3,420.00	\$0.00
	Subtotal - Water				\$635.00		\$0.00		\$635.00	2540	\$635.00	\$0.00
											\$201,213.00	
1	Sanitary	LF	2394	\$40.00	\$95,760.00		\$0.00		\$95,760.00	2394	\$95,760.00	\$0.00
2	8" Sanitary	LF	50	\$136.00	\$6,800.00		\$0.00		\$6,800.00	50	\$6,800.00	\$0.00
3	18" Steel Casing	EA	17	\$3,633.00	\$61,761.00		\$0.00		\$61,761.00	17	\$61,761.00	\$0.00
4	Sanl MH	EA	16	\$1,320.00	\$21,120.00		\$0.00		\$21,120.00	16	\$21,120.00	\$0.00
5	NSL	EA	19	\$2,000.00	\$38,000.00		\$0.00		\$38,000.00	19	\$38,000.00	\$0.00
6	FSL	EA	1	\$1,974.00	\$1,974.00		\$0.00		\$1,974.00	1	\$1,974.00	\$0.00
7	Corn 8" > Ex MH	EA	1	\$564.00	\$564.00		\$0.00		\$564.00	1	\$564.00	\$0.00
8	Corn Prop 8" > Ex 8" SS	EA	3556	\$19.00	\$67,564.00		\$0.00		\$67,564.00	3556	\$67,564.00	\$0.00
9	Flexible Base Backfill	TN	2394	\$3.40	\$8,139.60		\$0.00		\$8,139.60	2394	\$8,139.60	\$0.00
10	TV Sanitary Lines	LF	2394	\$0.25	\$598.50		\$0.00		\$598.50	2394	\$598.50	\$0.00
	Trench Safety											
	Subtotal - Sanitary				\$598.50		\$0.00		\$598.50	2394	\$598.50	\$0.00
											\$302,281.10	
1	Storm	LF	224	\$74.00	\$16,576.00		\$0.00		\$16,576.00	224	\$16,576.00	\$0.00
2	18" RCP	LF	80	\$70.00	\$5,600.00		\$0.00		\$5,600.00	80	\$5,600.00	\$0.00
3	24" RCP	LF	198	\$79.00	\$15,642.00		\$0.00		\$15,642.00	198	\$15,642.00	\$0.00
4	30" RCP - Class IV	LF	440	\$85.00	\$37,400.00		\$0.00		\$37,400.00	440	\$37,400.00	\$0.00
5	36" RCP	LF	280	\$112.00	\$31,360.00		\$0.00		\$31,360.00	280	\$31,360.00	\$0.00
6	42" RCP	LF	450	\$140.00	\$63,000.00		\$0.00		\$63,000.00	450	\$63,000.00	\$0.00
7	7x6" RCB	LF	107	\$521.00	\$55,747.00		\$0.00		\$55,747.00	107	\$55,747.00	\$0.00
8	5" Dia MH	EA	3	\$3,541.00	\$10,623.00		\$0.00		\$10,623.00	3	\$10,623.00	\$0.00
9	6" Dia MH	EA	5	\$4,209.00	\$21,045.00		\$0.00		\$21,045.00	5	\$21,045.00	\$0.00
10	10" Inlets	EA	12	\$4,171.00	\$50,052.00		\$0.00		\$50,052.00	12	\$50,052.00	\$0.00
11	Flexible Base Backfill	TN	1076	\$19.00	\$20,444.00		\$0.00		\$20,444.00	1076	\$20,444.00	\$0.00
12	R&D Ex BP & Conn Prop Inlet	EA	1	\$1,579.00	\$1,579.00		\$0.00		\$1,579.00	1	\$1,579.00	\$0.00
13	R&D Ex HW & Conn Ex 42"	EA	1	\$959.00	\$959.00		\$0.00		\$959.00	1	\$959.00	\$0.00
14	TV Storm Lines	LF	1779	\$5.65	\$10,051.35		\$0.00		\$10,051.35	1779	\$10,051.35	\$0.00

HUTTO SQUARE SECTION 6 ESTIMATE NUMBER SEVEN

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	SCHEDULED VALUE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL WORK TO DATE		BALANCE TO COMPLETE
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
15	Trench safety Subtotal - Storm	LF	1779	\$0.25	\$444.75		\$0.00	1779	\$444.75	1779	\$444.75 \$340,523.10	\$0.00
SWPPP												
1	SWPPP - Permit, Reports	LS	1	\$2,820.00	\$2,820.00		\$0.00	1	\$2,820.00	1	\$2,820.00	\$0.00
2	Construction Exit	LS	1	\$2,256.00	\$2,256.00		\$0.00	0	\$0.00	0	\$0.00	\$2,256.00
3	IPB, Stage 1	EA	12	\$100.00	\$1,200.00		\$0.00	12	\$1,200.00	12	\$1,200.00	\$0.00
4	IPB, Stage 2	EA	12	\$100.00	\$1,200.00		\$0.00	12	\$1,200.00	12	\$1,200.00	\$0.00
5	Hydromulch ROW/Ease	AC	2.04	\$2,000.00	\$4,080.00		\$0.00	0	\$0.00	0	\$0.00	\$4,080.00
6	Broadcast Seed - Lots	AC	13.31	\$550.00	\$7,320.50		\$0.00	0	\$0.00	0	\$0.00	\$7,320.50
7	Silt Fence	LF	5050	\$1.00	\$5,050.00		\$0.00	0	\$0.00	0	\$0.00	\$5,050.00
8	Temporary Rock Berm	EA	4	\$959.00	\$3,836.00		\$0.00	0	\$0.00	0	\$0.00	\$3,836.00
9	Soil Retention Blanket	SY	640	\$6.75	\$4,320.00		\$0.00	0	\$0.00	0	\$0.00	\$4,320.00
Subtotal - SWPPP												
Site Grading												
1	Remove Asphalt Turnaround	SY	945	\$10.00	\$9,450.00		\$0.00	945	\$9,450.00	945	\$9,450.00	\$0.00
2	Clear & Grubb - Heavy	AC	1.2	\$10,697.00	\$12,836.40		\$0.00	1.2	\$12,836.40	1.2	\$12,836.40	\$0.00
3	Clear & Grubb - Light	AC	2	\$7,850.00	\$15,700.00		\$0.00	2	\$15,700.00	2	\$15,700.00	\$0.00
4	Mowing	AC	17	\$285.00	\$4,845.00		\$0.00	17	\$4,845.00	17	\$4,845.00	\$0.00
5	Site Preparation	AC	17	\$500.00	\$8,500.00		\$0.00	17	\$8,500.00	17	\$8,500.00	\$0.00
6	Cut/Fill Onsite	CY	32000	\$5.45	\$174,400.00		\$0.00	32000	\$174,400.00	32000	\$174,400.00	\$0.00
7	Cut/Fill Utility Spoil	CY	4500	\$5.45	\$24,525.00		\$0.00	4500	\$24,525.00	4500	\$24,525.00	\$0.00
8	Earthen Swale 6' Bottom	CY	808	\$6.75	\$5,454.00		\$0.00	808	\$5,454.00	808	\$5,454.00	\$0.00
9	Dry Stack Wall	SF	1205	\$46.00	\$55,430.00		\$0.00	1205	\$55,430.00	1205	\$55,430.00	\$0.00
10	TXDoI Headwall Type Pw	EA	2	\$46,198.00	\$92,396.00		\$0.00	2	\$92,396.00	2	\$92,396.00	\$0.00
11	24" Sloping H-Wall w/Diss	SY	13	\$629.00	\$8,177.00		\$0.00	13	\$8,177.00	13	\$8,177.00	\$0.00
12	5" Slope Paving & Chan Bot	SY	586	\$137.00	\$80,282.00		\$0.00	586	\$80,282.00	586	\$80,282.00	\$0.00
13	6" Pilot Channel	LF	340	\$86.00	\$29,240.00		\$0.00	340	\$29,240.00	340	\$29,240.00	\$0.00
14	Rip-Rap	SY	273	\$49.00	\$13,377.00	273	\$13,377.00	273	\$13,377.00	273	\$13,377.00	\$0.00
15	TXDoI Handrail	LF	100	\$158.00	\$15,800.00	100	\$15,800.00	100	\$15,800.00	100	\$15,800.00	\$0.00
16	Rem & Dispose Exist Barricade	EA	1	\$169.00	\$169.00		\$0.00	1	\$169.00	1	\$169.00	\$0.00
17	Misc Staking	EA	1	\$2,600.00	\$2,600.00		\$0.00	1	\$2,600.00	1	\$2,600.00	\$0.00
Subtotal - Site Grading												
Roadway Items												
1	Mobilization	LS	1	\$31,940.00	\$31,940.00		\$0.00	1	\$31,940.00	1	\$31,940.00	\$0.00
2	Lime	TN	250	\$208.00	\$52,000.00		\$0.00	250	\$52,000.00	250	\$52,000.00	\$0.00
3	Subgrade Prep	SY	10794	\$5.70	\$61,525.80		\$0.00	10794	\$61,525.80	10794	\$61,525.80	\$0.00
4	Crushed Conc Base	TN	5343	\$21.50	\$114,874.50		\$0.00	5343	\$114,874.50	5343	\$114,874.50	\$0.00
5	Backfill Cuts/Final Grading	LS	1	\$16,521.00	\$16,521.00		\$0.00	1	\$16,521.00	1	\$16,521.00	\$0.00
6	Survey	LS	1	\$2,852.00	\$2,852.00		\$0.00	1	\$2,852.00	1	\$2,852.00	\$0.00
7	Curb & Gutter	LF	5100	\$12.50	\$63,750.00		\$0.00	5100	\$63,750.00	5100	\$63,750.00	\$0.00
8	5' Sidewalk	LF	195	\$31.00	\$6,045.00		\$0.00	195	\$6,045.00	195	\$6,045.00	\$0.00
9	Curb Ramps	EA	12	\$1,436.00	\$17,232.00		\$0.00	12	\$17,232.00	12	\$17,232.00	\$0.00

HUTTO SQUARE SECTION 6 ESTIMATE NUMBER SEVEN

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	SCHEDULED VALUE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL WORK TO DATE		BALANCE TO COMPLETE
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
10	Concrete Valley Gutter	EA	2	\$3,826.00	\$7,652.00		\$0.00	2	\$7,652.00	2	\$7,652.00	\$0.00
11	2" H/MAC	SY	7985	\$13.00	\$103,805.00		\$0.00	7985	\$103,805.00	7985	\$103,805.00	\$0.00
12	Street/Stop Signs w/Bar	EA	5	\$959.00	\$4,795.00	5	\$4,795.00		\$0.00	5	\$4,795.00	\$0.00
13	Misc Signs	EA	2	\$508.00	\$1,016.00	2	\$1,016.00		\$0.00	2	\$1,016.00	\$0.00
14	Hydrant Marker	EA	6	\$11.00	\$66.00	6	\$66.00		\$0.00	6	\$66.00	\$0.00
15	Barricade	EA	1	\$1,410.00	\$1,410.00		\$0.00	1	\$1,410.00	1	\$1,410.00	\$0.00
16	Paving Staking	LS	1	\$10,154.00	\$10,154.00		\$0.00	1	\$10,154.00	1	\$10,154.00	\$0.00
	Subtotal - Roadway Items						\$0.00		\$10,154.00		\$495,638.30	
1	Change Order No. 1											
1	Excavate, Haul, Place & Compact Import	CY	5000	\$5.45	\$27,250.00		\$0.00	5000	\$27,250.00	5000	\$27,250.00	\$0.00
2	Import, Place & Compact Soils	CY	10500	\$8.49	\$89,145.00		\$0.00	10500	\$89,145.00	10500	\$89,145.00	\$0.00
	Subtotal - Change Order No. 1						\$0.00		\$89,145.00		\$116,395.00	
1	Change Order No. 2											
1	Place steel casing on previously installed water line	LS	1	\$11,160.00	\$11,160.00		\$0.00	1	\$11,160.00	1	\$11,160.00	\$0.00
	Subtotal Change Order No. 2						\$0.00		\$11,160.00		\$11,160.00	
					\$2,052,474.40		\$35,054.00		\$1,990,557.90		\$2,025,611.90	\$26,862.50

RESOLUTION NO. R-2021-122

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS HUTTO SQUARE SECTION 6; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Hutto Square Section 6 Residential subdivision have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City's Construction and Public Works staff of all roads, drainage, sidewalks, ADA ramps, and wastewater improvements, and;

WHEREAS, all items have been constructed according to engineering plans and City codes and standards, and;

WHEREAS, Clearwater Utilities Inc., submitted a warranty bond to cover the material and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

HUTTO, TEXAS, hereby accepts the infrastructure improvements for Hutto Square Section 6

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **5th** day of **August, 2021**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTESTED:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-123 a Resolution accepting the infrastructure improvements for the subdivision known as Southgate Phase 4. (Anthony Host)
Meeting: Thursday, August 5, 2021
Department: Public Works
Staff Contact: Anthony Host

BACKGROUND INFORMATION:

Subdivision approved in 2020. It is located south of Riverwalk on CR 138.

SUMMARY OF REQUEST:

approval of the new infrastructure installed in the subdivision of Southgate Phase 4.

STAFF REVIEW:

Staff has review all closeout documents and completed all inspections and they have met all requirements.

FINANCIAL IMPACT:

\$2,191,211.31 of infrastructure asset to the maintenance budget.

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

1. Southgate Phase 4 TDLR Inspection
2. Southgate Phase 4 Project Construction Summary
3. Southgate Phase 4 Maintenance Bond Utilities
4. Southgate Phase 4 Final Cost and Quantities
5. Southgate Phase 4 Engineer's Concurrence Letter
6. Southgate Phase 4 acceptance resolution

June 21, 2021

Aurora Castaneda
Pape-Dawson Engineers, Inc.
10801 North Mopac Expressway
Building 3 - Suite 200
Austin, TX 78759

Re: Southgate Phase 4

Dear Aurora:

This report presents the findings of the on-site inspection for the Southgate Phase 4 Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on Friday, June 18, 2021 which included the review of sidewalks, curb ramps and associated crosswalks within Phase 4.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at arturo@alturalp.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arturo Pinero', enclosed within a faint rectangular border.

Arturo Pinero, RAS #1551

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Southgate Phase 4

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Richard Rodriguez

CONTRACTOR: Liberty Civil Construction, LLC

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$836,535.70

SIDEWALK IMPROVEMENT COST: \$27,943.94

SIDEWALK RAMP IMPROVEMENT COST: \$35,772.04

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST \$227,689.00

DRAINAGE IMPROVEMENT COST: \$520,816.66

WATER IMPROVEMENT COST: N/A (Manville Water)

WASTEWATER IMPROVEMENT COST: \$542,453.97

EROSION CONTROLS / RESTORATION COST: \$138,250.41

TOTAL IMPROVEMENT COST: \$2,329,461.72

PREPARED BY (DESIGN ENGINEER): Dustin Goss, P.E. Pape-Dawson Engineers

CHECKED BY (CID SUPERVISOR): _____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
Concho River Drive	600	632	2" / 8"	30	950.0	—	—
Elm Creek Drive	101	303	2" / 8"	30	798.0	—	—
Kaatz Lane			2" / 12"	44	886.7	—	—
Krause Springs Drive	100	133	2" / 8"	30	935.0	—	—
Peace River Way	800	833	2" / 8"	30	1122.48	—	—
Peace River Way			2" / 12"	44	37.50	—	—

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
Concho River Drive	600	632	5	35.70	E&W	2
Elm Creek Drive	308	406	5	45.55	N&S	6
Kaatz Lane	100	100	5	234.08	E&W	8
Krause Springs Drive			5	9.11	E&W	2
Peace River Way	100	137	5	214.00	E&W	8
Greenlink Lot 10 Block S			5	169.68		
Greenlink Lot 10 Block T			5	265.00		
Greenlink Lot 10 Block U			5	265.00		
Greenlink Lot 27 Block Q			5	140.50		

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)

2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED ₁	TYPE ₂	DESCRIPTION ₃	DECK		COST	PRIVATE	ETJ
				W (FT) ₄	L (FT) ₅			

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C - Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).

4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE ¹	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) ²	DRAINAGE AREA (ACRES)	PRIVATE ³	ETJ	COST
D	Block S Lot 16		12.24			
D	Block B Lot 49		2.53			
D	Block O Lot 5		9.13			

- 1 – BD = Bio–Detention
 D = Detention Only
 DSF = Detention / Sedimentation / Filtration
 F = Filtration Only
 S = Sedimentation Only
 SF = Sedimentation / Filtration
 SFI = Sedimentation / Filtration / Infiltration
 SI = Sedimentation / Irrigation
 WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE	QTY	SIZE (L – FT)	TYPE ₁
18	RCP	1221				26	10	Curb
24	RCP	612				3	15	Curb
36	RCP	490						
42	RCP	167						
48	CLASS IV RCP	401						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
5	3'x3'	Precast	1	24"	Headwall
1	3'x4'	Precast	1	36"	Sloping
2	4'x4'	Precast	1	48"	Headwall
1	5'x5'	Precast			
1	6'x4'	Precast			

- 1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
- 2) Cast-in-Place, Precast
- 3) Pipe size / Culvert Size
- 4) Headwall, Wing Walls, Gabions

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
AIR RELEASE								
SIZE	TYPE	NO.						
			SERVICES INSTALLED					
			NO.	TYPE				

REMARKS: JONAH SUD

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
8"	PVC	4,827	14.6'	Capital Concrete	1+05.00 WW-A	No	No	PEASE RIVER WAY
			11.8'	Capital Concrete	2+97.60 WW-A	No	No	PEASE RIVER WAY & ELM CREEK DRIVE
			10.9'	Capital Concrete	6+23.60 WW-A	No	No	ELM CREEK DRIVE
			10.8'	Capital Concrete	9+23.60 WW-A	No	No	KRAUSE SPRINGS DRIVE
			10.7'	Capital Concrete	10+86.10 WW-A	No	No	KRAUSE SPRINGS DRIVE
			11.3'	Capital Concrete	14+02.10 WW-A	No	No	CONCHO RIVER DRIVE
			9.7'	Capital Concrete	16+12.13 WW-A	No	No	CONCHO RIVER DRIVE
			5.0'	Capital Concrete	18+22.16 WW-A	No	No	CONCHO RIVER DRIVE
			11.3'	Capital Concrete	1+00.00 WW-B	No	No	CONCHO RIVER DRIVE
			8.5'	Capital Concrete	2+78.75 WW-B	No	No	CONCHO RIVER DRIVE
			5.5'	Capital Concrete	4+57+50 WW-B	No	No	CONCHO RIVER DRIVE
			9.6'	Capital Concrete	3+03.78 WW-C	No	No	KRAUSE SPRINGS DRIVE
			8.5'	Capital Concrete	5+07.50 WW-C	No	No	KRAUSE SPRINGS DRIVE
			6.8'	Capital Concrete	6+23.60 WW-D	No	No	ELM CREEK DRIVE
				Capital Concrete	2+11.75 WW-E4	No	No	JACOBS WELLL DRIVE
SERVICES INSTALLED								
NO.	TYPE – S / D		TYPE OF MANHOLE COATING: Spray Wall					
49	SINGLE							
15	DOUBLE							

MAINTENANCE BOND
BOND NUMBER 2308514

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF WILLIAMSON

§

THAT Liberty Civil Construction, LLC 2937 Hero Way, Leander, TX 78641 (name of contractor-owner, address), being the General Contractor who constructed the public improvements including but not limited to, streets, utilities, drainage, services, and facilities to serve the Property identified herein-below, as Principal (the "Principal"), and North American Specialty Insurance 1200 Main Street, Suite 800, Kansas City, MO 64105 (name of bonding company, address), a corporate surety/sureties organized under the laws of the State of Texas and fully licensed to transact business in the State of Texas, as Surety (the "Surety"), are held and firmly bound unto the City of Hutto, 401 West Front Street, Hutto, Texas 78634, a municipal corporation, (hereinafter referred to as "Obligee" or "City") in the penal sum of Two Million Three Hundred Twelve Thousand One Hundred Seventy-five And 69/100 (*typed amount*) (\$ \$2,312,175.69) DOLLARS (10% of the contract price of all public improvements, or in such amount as approved by the City Engineer) for the payment of which are well and truly to be made in lawful money of the United States to Owner, we the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that:

WHEREAS, the Principal entered into a certain written contract with City (the "Contract") in which the said Principal agrees to complete all of the improvements, dated the 21 day of September, 2020, which is made a part hereof by reference, for Southgate Phase 4 (name of development), the improvements of which being generally described as follows: Street and Drainage Improvements and Water and Wastewater Improvements (the "Improvements").

NOW, THEREFORE, if Principal will maintain and keep in good repair the work herein contracted to be done for a period of two (2) years from the date of final acceptance by the City of Hutto and do and perform all the necessary work and repair any defective condition, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work, or labor performed by Principal, then this obligation shall be void, otherwise it shall remain in full force and effect; and in case Principal shall fail to do so, it is agreed that the City may do such work and supply such materials and charge the same against the Principal and Surety on this obligation.

PROVIDED, however, that the said Principal hereby agrees to indemnify and save harmless the City of Hutto against any claim or liability for personal injury, loss, or property damage occasioned directly by the failure of said materials or workmanship of the Improvements. It is

MAINTENANCE BOND
BOND NUMBER 2308514

understood, however, that this Bond shall not include loss or damage by failure or workmanship or materials due to hurricane, cyclone, tornado, earthquake, volcanic eruption or any similar disturbance of nature, nor military, naval or usurped power, insurrection, riot or civil commotion, nor any act of God.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Williamson County, Texas.

PROVIDED, further, that nothing contained in this Maintenance Bond and/or the City's acceptance of this Maintenance Bond from Principal shall waive or be deemed or interpreted to waive any claims or cause of action that City may now have or which may hereafter accrue arising out of or related to the Improvements.

PROVIDED, further, it is understood and agreed that the Surety does hereby relieve the City of Hutto or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Principal in terms of the Contract, and the Surety hereby waives any notice to it of any default, or delay by the Principal in performance regarding the Contract, and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Principal in all matters pertaining to the Contract.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work performed thereunder, or any breach of the Principal of the Contract or any duty of any kind or nature owed to Surety shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract regarding the Improvements or to the work performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in Williamson County, Texas to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 16th day of June, 2021, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to the authority of its governing body.

ATTEST:

PRINCIPAL:

Liberty Civil Construction, LLC
Company Name

By:

Signature

Stacy Smar
Typed/Printed Name

By:

Signature

Michael Ehrhardt
Typed/Printed Name Michael Ehrhardt

(Signatures Continued on Next Page)

MAINTENANCE BOND
BOND NUMBER 2308514

Contract Admin
Title
2937 Hero Way
Address
Leander, TX 78641
City State Zip
(512) 986-7649
Phone Fax

ATTEST:

By: [Signature]
Signature

Typed/Printed Name
Drew Riddle
Title
Witness
Address 32335 US Highway 281 N, Suite 1201
Bulverde, TX 78163
City State Zip
210.697.2230
Phone Fax

President
Title
2937 Hero Way
Address
Leander, TX 78641
City State Zip
(512) 986-7649
Phone Fax

SURETY:

By: [Signature]
Signature

Typed/Printed Name
Betty J. Reeh
Title
Attorney-in-Fact
Address 1200 Main Street, Suite 800
Kansas City, MO 64105
City State Zip
(816) 235-3700
Phone Fax

The Resident Agent of the Surety in Williamson County, Texas, for delivery of notice and service of the process is:

NAME: Acrisure, LLC dba IBTX - Bryan Moore
STREET ADDRESS: 32335 US Highway 281 N, Suite 1201
CITY, STATE, ZIP: Bulverde, TX 78163

Note: If Resident Agent is not a corporation, give a **person's** name.

Note: Bonding Company should attach a State of Texas Claim Notice Endorsement, which states "in accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond should be sent to (full name, address, phone number, fax of the bonding company).

Note: Date on **Page 1** of Maintenance Bond must be the same date that City Counsel awarded Contract. Date on **Page 2** of Maintenance Bond must be after date of Contract.

END OF DOCUMENT

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

GARY W. WHEATLEY, BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE
ANDREW ADDISON, ELIZABETH ORTIZ, ANA TOMES, AND PATRICK COYLE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

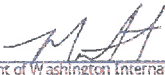
RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23rd day of February, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

SS:

On this 23rd day of February, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of June, 2021.


Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company** at the following address:

**1450 American Lane, Suite 1100
Schaumburg, IL 60173**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company** al:

**1450 American Lane, Suite 1100
Schaumburg, IL 60173**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Construction Contract Summary
Southgate
Phase 4

Contractor Pay Application (5/31/21)
Liberty Civil Construction, LLC
Utility Contractor Pay Application (5/1/21)
Denbow Company, INC.

Prepared By:
Aurora Castaneda
Pape-Dawson Engineers, Inc.
TBPE Firm Reg #470

5/27/21

Original Contract Amount	CO#1	CO#2	CO#3	CO#4	CO#5	Final
Streets	\$ 890,130.80	\$ -	\$ -	\$ -	\$ -	\$ 890,130.80
Drainage	\$ 720,540.23	\$ 24,066.00	\$ -	\$ -	\$ -	\$ 744,606.23
WW	\$ 278,963.91	\$ -	\$ 190,928.37	\$ -	\$ 63,450.34	\$ 533,342.62
ESC	\$ 89,333.51	\$ -	\$ -	\$ -	\$ -	\$ 89,333.51
Miscellaneous	\$ 54,762.53	\$ -	\$ -	\$ -	\$ -	\$ 54,762.53
Dry Utilities	\$ 222,327.60	\$ 16,544.00	\$ (58,797.85)	\$ 2,700.00	\$ -	\$ 182,773.75
*Water (Manville)	\$ 595,902.66	\$ 1,364.05	\$ -	\$ -	\$ -	\$ 619,769.53
*Lots (including ex/embk, import and walls)	\$ 342,914.32	\$ -	\$ -	\$ -	\$ -	\$ 342,914.32
*Mobilization, Insurance, Bonding & SWPPP	\$ 4,275.25	\$ 337.54	\$ 2,884.75	\$ 40.50	\$ 749.86	\$ 8,669.35
*Trench Safety and Testing	\$ 12,178.60	\$ -	\$ 1,388.61	\$ -	\$ -	\$ 13,567.21
Total	\$ 3,211,329.41	\$ 42,355.50	\$ 195,201.73	\$ 2,740.50	\$ 64,200.20	\$ 3,479,869.85
Total Net	\$ 2,256,058.58	\$ 40,610.00	\$ 190,928.37	\$ 2,700.00	\$ 63,450.34	\$ 2,494,949.44
Maint Bond (100%)						\$ 2,494,949.44

Excludes: Trench Safety
Excludes: Trench Safety

\$ 309,884.77 Manville Water Bond Amount (50%)
*Excludes Trench Safety

Note: Manville Water Improvements, Trench Safety and Testing, Lot Improvements, SWPPP, and Bond premiums are excluded from Construction Summary total and Maintenance Bond amount.



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: PROJECT: SOUTHGATE HUTTO DEVELOPMENT, INC. SOUTHGATE PHASE 4
 4408 SPICEWOOD SPRINGS ROAD
 AUSTIN, TEXAS 78759

FROM CONTRACTOR: VIA ENGINEER: PAPE-DAWSON ENGINEERS, INC.
 LIBERTY CIVIL CONSTRUCTION, LLC 2000 NW LOOP 410
 3555 HIGHWAY 29 WEST SAN ANTONIO, TX 78213
 GEORGETOWN, TX, 78628

CONTRACT FOR: STREETS AND UTILITIES

APPLICATION #: Eight (8) 05/31/21
 PERIOD TO: 20040
 PROJECT #: 5/25/2021
 APPLICATION DATE: 09/21/20
 CONTRACT DATE:

Distribution to:

Owner	X
Const. Mgr	
Engineer	X
Contractor	X

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM	\$ 2,989,001.81
2. Net change by Change Orders	\$ 310,794.29
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 3,299,796.10
4. TOTAL COMPLETED & STORED TO DATE- (Column G on Continuation Sheet)	\$ 3,257,068.66

5. RETAINAGE:	
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 325,706.87
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$ 0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 325,706.87

6. TOTAL EARNED LESS RETAINAGE	\$ 2,931,361.79
(Line 4 less Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 2,831,823.85
(Line 6 from prior Certificate)	\$ 99,537.94

8. CURRENT PAYMENT DUE	\$ 368,434.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous	\$310,794.29	
Total approved this Month		
TOTALS	\$310,794.29	\$0.00
NET CHANGES by Change Order		\$310,794.29

CONTRACTOR: LIBERTY CIVIL CONSTRUCTION, LLC

By: [Signature] Date: 5/20/21

State of: TEXAS
 County of: WILLIAMSON

Subscribed and sworn to before me this 20 day of May, 2021

Notary Public: Stacy Small
 My Commission expires: 03/04/24



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer: By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT: SOUTHGATE PHASE 4

APPLICATION NUMBER: Eight (8)
APPLICATION DATE: 05/25/21
PERIOD TO: 31-May-21

A	B	UNIT	QTY	UNIT PRICE	C	D	E	F	G	H	I
Item No.	Description of Work				Scheduled Value	PREVIOUS THIS PERIOD	QUANTITY COMPLETED TO DATE	PREVIOUS AMOUNT	AMOUNT THIS PERIOD	Balance To Finish (C - G)	Retainage
STREET IMPROVEMENTS											
	Clear & Grub (ROW-ROW)	SY	30,492	\$ 0.16	\$4,878.72	30,492.00		4,878.72	0.00	0.00	487.87
	Excavation/Embankment (ROW-ROW)	SY	30,492	\$ 2.23	\$67,997.16	30,492.00		67,997.16	0.00	0.00	6,798.72
	Subgrade Preparation (3' BOC)	SY	21,203	\$ 1.91	\$40,497.73	21,203.00		40,497.73	0.00	0.00	4,049.77
	Line Stabilization (3' BOC)	SY	21,203	\$ 5.67	\$120,221.01	21,203.00		120,221.01	0.00	0.00	12,022.10
	Flexible Base (8" Thick) (3' BOC)	SY	15,773	\$ 9.36	\$147,635.28	15,773.00		147,635.28	0.00	0.00	14,763.53
	Flexible Base (12" thick) (3' BOC)	SY	5,430	\$ 13.36	\$72,544.80	5,430.00		72,544.80	0.00	0.00	7,254.48
	H.M.A.C. (2.0" Thick)	SY	16,115	\$ 11.43	\$184,194.45	16,115.00		184,194.45	0.00	0.00	18,419.45
	6" Standard Curb & Gutter w/Base	LF	8,993	\$ 14.56	\$130,938.08	8,993.00		130,938.08	0.00	0.00	13,093.81
	5" Concrete Sidewalk	LF	883	\$ 32.38	\$27,943.94	883.00		27,943.94	0.00	0.00	2,794.39
	2" Asphalt Greenlink Sidewalk	LF	755	\$ 12.71	\$9,596.05	755.00		9,596.05	0.00	0.00	959.61
	ADA ramp with Handrails	LF	86	\$ 76.92	\$6,615.12	86.00		6,615.12	0.00	0.00	661.51
	Concrete Valley Gutter	EA	4	\$ 3,607.60	\$14,430.40	2.00	2.00	7,215.20	14,430.40	0.00	1,443.04
	Type 1 Sidewalk Ramps	EA	26	\$ 1,121.42	\$29,156.92	26.00	26.00	29,156.92	29,156.92	0.00	2,915.69
	Street End Barricade	EA	5	\$ 974.42	\$4,872.10	5.00	5.00	4,872.10	4,872.10	0.00	487.21
	Sawcut and Tie to Existing Street	EA	1	\$ 111.36	\$111.36	1.00	1.00	111.36	111.36	0.00	11.14
	Stop Signs With Street Name & Stop Bars	EA	10	\$ 556.81	\$5,568.10	10.00	10.00	5,568.10	5,568.10	0.00	556.81
	Miscellaneous Signage (Speed Limit, No Through Traffic, Fire)	EA	22	\$ 272.84	\$6,002.48	22.00	22.00	6,002.48	6,002.48	0.00	600.25
	Streetslights	EA	19	\$ 890.90	\$16,927.10	19.00	19.00	16,927.10	16,927.10	0.00	1,692.71
	SUBTOTAL STREET IMPROVEMENTS				\$380,130.80			\$249,545.82	\$40,584.98	\$0.00	\$89,013.08
DRAINAGE IMPROVEMENTS											
	10" City Standard Curb Inlet	EA	26	\$ 4,421.36	\$ 114,955.36	26.00	26.00	114,955.36	0.00	0.00	11,495.54
	15" City Standard Curb Inlet	EA	3	\$ 7,103.28	\$ 21,309.84	3.00	3.00	21,309.84	0.00	0.00	2,130.98
	18" Class III R.C.P.	LF	1,190	\$ 44.69	\$ 53,181.10	1,190.00	1,190.00	53,181.10	0.00	0.00	5,318.11
	24" Class III R.C.P.	LF	677	\$ 58.07	\$ 39,313.39	677.00	677.00	39,313.39	0.00	0.00	3,931.34
	30" Class III R.C.P.	LF	560	\$ 78.16	\$ 43,769.60	560.00	560.00	43,769.60	0.00	0.00	4,376.96
	36" Class III R.C.P.	LF	481	\$ 112.69	\$ 53,330.79	481.00	481.00	53,330.79	0.00	0.00	5,533.08
	42" Class III R.C.P.	LF	194	\$ 151.86	\$ 29,460.84	194.00	194.00	29,460.84	0.00	0.00	2,946.08
	48" Class III R.C.P.	LF	401	\$ 180.78	\$ 72,492.78	401.00	401.00	72,492.78	0.00	0.00	7,249.28
	3' x 3' Junction Box	EA	5	\$ 2,458.66	\$ 12,293.30	5.00	5.00	12,293.30	0.00	0.00	1,229.33
	3' x 4' Junction Box	EA	1	\$ 2,974.36	\$ 2,974.36	1.00	1.00	2,974.36	0.00	0.00	297.44
	4' x 4' Junction Box	EA	2	\$ 2,974.77	\$ 5,949.54	2.00	2.00	5,949.54	0.00	0.00	594.95
	5' x 5' Junction Box	EA	1	\$ 3,520.83	\$ 3,520.83	1.00	1.00	3,520.83	0.00	0.00	352.08
	6' x 4' Junction Box	EA	1	\$ 6,117.94	\$ 6,117.94	1.00	1.00	6,117.94	0.00	0.00	611.79
	24" Headwall	EA	1	\$ 5,014.31	\$ 5,014.31	1.00	1.00	5,014.31	0.00	0.00	501.43
	36" Headwall	EA	1	\$ 8,313.49	\$ 8,313.49	1.00	1.00	8,313.49	0.00	0.00	831.35
	48" Headwall	EA	1	\$ 11,403.02	\$ 11,403.02	1.00	1.00	11,403.02	0.00	0.00	1,140.30
	Trench Safety	LF	3,513	\$ 1.11	\$ 3,899.43	3,513.00	3,513.00	3,899.43	0.00	0.00	389.94
	Rock Rip-Rap	SY	213	\$ 34.98	\$ 7,450.74	108.00	107.00	3,707.88	3,742.86	0.00	745.07
	Detention Pond Improvements including Outlet (Pond B)	LS	1	\$ 76,133.18	\$ 76,133.18	1.00	1.00	76,133.18	0.00	0.00	7,613.32
	Revegetation (Pond B)	SY	16,673	\$ 1.68	\$ 28,010.64	0.00	0.00	0.00	0.00	28,010.64	0.00
	Detention Pond Improvements including Outlet (Pond C)	LS	1	\$ 68,874.38	\$ 68,874.38	1.00	1.00	68,874.38	0.00	0.00	6,887.44
	Revegetation (Pond C)	SY	7,020	\$ 1.68	\$ 11,793.60	0.00	0.00	0.00	0.00	11,793.60	0.00
	Detention Pond Improvements including Outlet (Pond D)	LS	1	\$ 39,954.00	\$ 39,954.00	1.00	1.00	39,954.00	0.00	0.00	3,995.40
	Revegetation (Pond D)	SY	1,740	\$ 1.68	\$ 2,923.20	0.00	0.00	0.00	0.00	2,923.20	0.00
	SUBTOTAL DRAINAGE IMPROVEMENTS				\$ 724,439.66			\$ 677,969.36	\$ 3,742.86	\$ 42,727.44	\$ 68,171.22
										\$ 94%	\$ 42,727.44

TRENCH SAFETY EXCLUDED

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT: SOUTHGATE PHASE 4

APPLICATION NUMBER: Eight (8)
APPLICATION DATE: 05/25/21
PERIOD TO: 31-May-21

A	B	C	D	E	F	G	H	I
Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED	PREVIOUS AMOUNT	Retainage
						THIS PERIOD	TO DATE	(G - G)
WATER IMPROVEMENTS								
	8" Class 305 C900 DR-14 Water Line	LF	3772	\$ 33.03	\$ 124,589.16	3,772.00	124,589.16	100%
	12" Class 305 C900 DR-14 Water Line	LF	2922	\$ 51.18	\$ 149,547.96	2,922.00	149,547.96	100%
	16" Class 305 C900 DR-14 Water Line	LF	790	\$ 70.76	\$ 55,900.40	790.00	55,900.40	100%
	8" Gate Valve	EA	11	\$ 1,822.61	\$ 19,848.71	11.00	19,848.71	100%
	12" Gate Valve	EA	22	\$ 2,862.09	\$ 62,565.98	22.00	62,565.98	100%
	16" Gate Valve	EA	3	\$ 7,590.54	\$ 22,771.62	3.00	22,771.62	100%
	Double Water Service	EA	51	\$ 1,583.42	\$ 80,754.42	51.00	80,754.42	100%
	Single Water Service	EA	12	\$ 1,364.05	\$ 16,368.60	12.00	16,368.60	100%
	Fire Hydrant Assembly	EA	9	\$ 4,342.66	\$ 39,083.94	9.00	39,083.94	100%
	Temporary Flushing Valve	EA	1	\$ 2,041.31	\$ 2,041.31	1.00	2,041.31	100%
	Irrigation Services	EA	7	\$ 2,168.86	\$ 15,182.72	7.00	15,182.72	100%
	3 - 6" PVC Sleeves (Bundle)	LF	185	\$ 25.91	\$ 4,770.15	185.00	4,770.15	100%
	Connected to Existing 8" Sub (Standard connection)	EA	1	\$ 1,758.51	\$ 1,758.51	1.00	1,758.51	100%
	Connected to Existing 18" Waterline (Standard connection)	EA	1	\$ 6,341.77	\$ 6,341.77	1.00	6,341.77	100%
	Trench Safety	LF	7484	\$ 0.56	\$ 4,191.04	7,484.00	4,191.04	100%
	SUBTOTAL WATER IMPROVEMENTS				\$ 600,093.70		\$ 600,093.70	100%
WASTEWATER IMPROVEMENTS								
	8" PVC SDR 26 Pipe 0-8'	LF	951	\$ 26.45	\$ 25,153.95	951.00	25,153.95	100%
	8" PVC SDR 26 Pipe 8-10'	LF	1,162	\$ 28.86	\$ 33,535.32	1,162.00	33,535.32	100%
	8" PVC SDR 26 Pipe 10-12'	LF	1,307	\$ 31.01	\$ 40,530.07	1,307.00	40,530.07	100%
	8" PVC SDR 26 Pipe 12-14'	LF	283	\$ 33.51	\$ 8,813.13	283.00	8,813.13	100%
	Trench Safety	LF	3,683	\$ 1.11	\$ 4,088.13	3,683.00	4,088.13	100%
	4" Diam. Standard Manhole	EA	16	\$ 3,647.30	\$ 58,356.80	16.00	58,356.80	100%
	4" Diam. Drop Manhole	EA	1	\$ 5,876.02	\$ 5,876.02	1.00	5,876.02	100%
	Extra Depth Manhole	VF	27	\$ 359.68	\$ 9,711.36	27.00	9,711.36	100%
	Double Wastewater Service	EA	49	\$ 1,623.14	\$ 79,533.86	49.00	79,533.86	100%
	Single Wastewater Service	EA	15	\$ 1,163.56	\$ 17,453.40	15.00	17,453.40	100%
	SUBTOTAL WASTEWATER IMPROVEMENTS				\$ 283,052.04		\$ 283,052.04	100%
ESC IMPROVEMENTS								
	Stabilized Construction Entrance	EA	1	\$ 985.56	\$ 985.56	1.00	985.56	100%
	Silt Fence	LF	8400	\$ 2.34	\$ 19,656.00	8,400.00	19,656.00	100%
	Inlet Protection	EA	29	\$ 83.52	\$ 2,422.08	29.00	2,422.08	100%
	Revegetation (R.O.W., Easements, and Other disturbed areas within future lots)	SY	52181	\$ 1.27	\$ 66,269.87	52,181.00	66,269.87	100%
	SWPPP Plan Preparation, Permitting, Maintenance	LS	1	\$ 4,275.25	\$ 4,275.25	1.00	4,275.25	100%
	SUBTOTAL ESC IMPROVEMENTS				\$ 93,608.78		\$ 93,608.78	100%
MISC IMPROVEMENTS								
	Lot Pad Grading (including Excavation and Embankment)	ER L.O.	113	\$ 3,034.64	\$ 342,914.32	113.00	342,914.32	100%
	Temporary Access Road	LF	300	\$ 24.92	\$ 7,476.00	300.00	7,476.00	100%
	Concrete Pad for Cluster Box Units	EA	2	\$ 1,322.44	\$ 2,644.88	2.00	2,644.88	100%
	Haul Road	LF	1785	\$ 24.87	\$ 44,641.65	1,785.00	44,641.65	100%
	SUBTOTAL MISC IMPROVEMENTS				\$ 397,676.85		\$ 397,676.85	100%

MANVILLE WATER, TRENCH SAFETY, SWPPP & LOT PAD GRADING EXCLUDED.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT: SOUTHGATE PHASE 4

APPLICATION NUMBER
Eight (8)
APPLICATION DATE
05/25/21
PERIOD TO
31-May-21

A Item No.	B Description of Work	UNIT	QTY	UNIT PRICE	C Scheduled Value	D		E	F PREVIOUS AMOUNT	G AMOUNT THIS PERIOD	H Balance To Finish (C - G)	I Retainage
						PREVIOUS	QUANTITY COMPLETED THIS PERIOD					
CHANGE ORDER #1												
	48"XB" RCP TG CL4	LF	360	\$ 66.85	\$ 24,066.00	360.00		360.00	24,066.00	0.00	0.00	2,406.60
	Additional Water Service Lot 15	EA	1	\$ 1,364.05	\$ 1,364.05	1.00		1.00	1,364.05	0.00	0.00	136.41
	P&P Bond Premium	LS	1	\$ 381.45	\$ 381.45	1.00		1.00	381.45	0.00	0.00	38.15
	SUBTOTAL CHANGE ORDER #1				\$ 25,811.50				\$ 25,811.50	\$ -	\$ -	\$ 2,581.15
CHANGE ORDER #2												
	8" Gate Valve	EA	9	\$ 1,656.92	\$ 14,912.28	9.00		9.00	14,912.28	0.00	0.00	1,491.23
	16" Gate Valve	EA	1	\$ 7,590.54	\$ 7,590.54	1.00		1.00	7,590.54	0.00	0.00	759.05
	P&P Bond Premium	LS	1	\$ 337.54	\$ 337.54	1.00		1.00	337.54	0.00	0.00	33.75
	SUBTOTAL CHANGE ORDER #2				\$ 22,840.36				\$ 22,840.36	\$ -	\$ -	\$ 2,284.04
CHANGE ORDER #3												
	8" SDR26 14-16	LF	25	\$ 36.98	\$ 924.50	25.00		25.00	924.50	0.00	0.00	92.45
	8" SDR26 16-18	LF	8	\$ 42.74	\$ 341.92	8.00		8.00	341.92	0.00	0.00	34.19
	8" SDR26 18-20	LF	13	\$ 53.68	\$ 697.84	13.00		13.00	697.84	0.00	0.00	69.78
	8" SDR26 20-22	LF	25	\$ 71.28	\$ 1,782.00	25.00		25.00	1,782.00	0.00	0.00	178.20
	8" SDR26 22-24	LF	9	\$ 98.87	\$ 889.83	9.00		9.00	889.83	0.00	0.00	88.98
	8" SDR26 24-26	LF	21	\$ 143.19	\$ 3,006.99	21.00		21.00	3,006.99	0.00	0.00	300.70
	8" SDR26 26-28	LF	419	\$ 158.11	\$ 66,248.08	419.00		419.00	66,248.09	0.00	0.00	6,624.81
	8" SDR26 28-30	LF	339	\$ 180.24	\$ 61,101.36	339.00		339.00	61,101.36	0.00	0.00	6,110.14
	4" DIA WWMH	EA	4	\$ 3,647.30	\$ 14,589.20	4.00		4.00	14,589.20	0.00	0.00	1,458.92
	4" DIA WWMH EVF	VF	80	\$ 359.68	\$ 28,774.40	80.00		80.00	28,774.40	0.00	0.00	2,877.44
	8" CLEANOUT	EA	2	\$ 3,036.12	\$ 6,072.24	2.00		2.00	6,072.24	0.00	0.00	607.22
	TRENCH SAFETY	LF	1251	\$ 1.11	\$ 1,388.81	1,251.00		1,251.00	1,388.61	0.00	0.00	138.86
	SURVEY	LS	1	\$ 1,500.00	\$ 1,500.00	1.00		1.00	1,500.00	0.00	0.00	150.00
	Remobilization	LS	1	\$ 5,000.00	\$ 5,000.00	1.00		1.00	5,000.00	0.00	0.00	500.00
	P&P Bond Premium	LS	1	\$ 2,884.75	\$ 2,884.75	1.00		1.00	2,884.75	0.00	0.00	288.48
	SUBTOTAL CHANGE ORDER #3				\$ 195,201.73				\$ 195,201.73	\$ -	\$ -	\$ 19,520.17
CHANGE ORDER #4												
	Clean up utility spoils	CY	900	\$ 3.00	\$ 2,700.00	900.00		900.00	2,700.00	0.00	0.00	270.00
	P&P Bond Premium	LS	1	\$ 40.50	\$ 40.50	1.00		1.00	40.50	0.00	0.00	4.05
	SUBTOTAL CHANGE ORDER #4				\$ 2,740.50				\$ 2,740.50	\$ -	\$ -	\$ 274.05
CHANGE ORDER #5												
	8" SDR26 24-26	LF	94	\$ 143.19	\$ 13,459.86	94.00		94.00	13,459.86	0.00	0.00	1,345.99
	8" SDR26 26-28	LF	160	\$ 158.11	\$ 25,297.80	160.00		160.00	25,297.80	0.00	0.00	2,529.78
	8" SDR26 28-30	LF	137	\$ 180.24	\$ 24,692.88	137.00		137.00	24,692.88	0.00	0.00	2,469.28
	P&P Bond Premium	LS	1	\$ 749.86	\$ 749.86	1.00		1.00	749.86	0.00	0.00	74.99
	SUBTOTAL CHANGE ORDER #4				\$ 84,200.20				\$ 84,200.20	\$ -	\$ -	\$ 8,420.02
GRAND TOTAL					\$3,299,796.10				\$3,146,470.95	\$110,597.71	\$42,727.44	\$325,706.87
										99%		

Approved:

Engineer's Name & Title Here _____ Date _____

Approved:

Owner's Name and Title Here _____ Date _____

MANVILLE WATER, P&P BOND PREMIUMS, & TRENCH SAFETY
EXCLUDED.

APPLICATION AND CERTIFICATE FOR PAYMENT/ DENBOW COMPANY, INC.

TO (OWNER):
Hutto 117 Investors, LLC
4408 Spicewood Springs Rd
Austin, Tx 78759

PROJECT:
Southgate Ph 4

Dry Utility Improvements

APPLICATION NO:
5
Five
PERIOD TO:
05.01.21

DISTRIBUTION
\$ 5,092.00
\$ 509.20
\$ 4,582.80

Denbow Company, Inc.
2780 W Highway 290, Bldg A
Dripping Springs, TX 78620

DENBOW COMPANY, INC.
INVOICE NO. 20-1113-5
CONTRACT DATE: 11.17.20

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	(\$58,797.85)
Approved this Month			
Number	Date Approved		
1	01.19.21	\$16,544.00	
2	04.06.21		
3			
4			
TOTALS		\$16,544.00	(\$58,797.85)
Net change by Change Orders		(\$42,253.85)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: DENBOW COMPANY, INC

By: Holten Eideauf Date: 05.01.21

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet Attached

1	ORIGINAL CONTRACT SUM	\$	222,327.60
2	Net change by Change Orders	\$	(42,253.85)
3	CONTRACT SUM TO DATE	\$	180,073.75
4	TOTAL COMPLETED & STORED TO DATE (Column G on J703)	\$	209,472.67
5	Retainage:		
	a. 10 % of Cpt Wk \$ 20,947.27 (Column D + E on J703)		
	b. 10 % of Stored Mt \$ - (Column F on J703)		
	Total Retainage (Line 5a + 5b or (Total in Column 1 of J703)	\$	20,947.27
6	TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$	188,525.40
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	183,942.62
8	CURRENT PAYMENT DUE	\$	4,582.80
9	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	(8,451.65)

DENBOW COMPANY, INC. MONTHLY PROGRESS PAYMENT

CONTRACT: DRY UTILITY IMPROVEMENTS

CONTRACTOR: DENBOW COMPANY, INC.
2780 W Highway 290, Bldg A
Dripping Springs, TX 78620

PROGRESS PAYMENT NO: 5
PROGRESS PAYMENT PERIOD: 05.01.21

ELECTRIC IMPROVEMENTS												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	TRENCH EXCAVATION	9,020	LF	\$ 15.68	\$ 141,433.60	9020.00	0.00	9020.00	\$ 141,433.60	\$ 141,433.60	\$ -	100.00%
2	INSTALL 2" CONDUIT	5,660	LF	\$ 1.30	\$ 7,358.00	5660.00	0.00	5660.00	\$ 7,358.00	\$ 7,358.00	\$ -	100.00%
3	INSTALL 3" CONDUIT	6,290	LF	\$ 1.30	\$ 8,177.00	6290.00	0.00	6290.00	\$ 8,177.00	\$ 8,177.00	\$ -	100.00%
4	INSTALL 6" CONDUIT	3,540	LF	\$ 1.82	\$ 6,442.80	3540.00	0.00	3540.00	\$ 6,442.80	\$ 6,442.80	\$ -	100.00%
5	INSTALL SWITCHGEAR	2	EA	\$ 3,333.11	\$ 6,666.22	0.50	1.50	2.00	\$ 6,666.22	\$ 1,666.56	\$ 4,999.67	100.00%
6	INSTALL PULL BOX	1	EA	\$ 3,333.11	\$ 3,333.11	0.50	0.50	1.00	\$ 3,333.11	\$ 1,666.56	\$ 1,666.56	100.00%
7	INSTALL TRANSFORMER PAD	11	EA	\$ 910.94	\$ 10,020.34	5.50	5.50	11.00	\$ 10,020.34	\$ 5,010.17	\$ 5,010.17	100.00%
8	INSTALL SECONDARY PEDESTAL	52	EA	\$ 365.56	\$ 19,009.12	25.00	27.00	52.00	\$ 19,009.12	\$ 9,139.00	\$ 9,870.12	100.00%
9	INSTALL STREET LIGHT	14	EA	\$ 800.00	\$ 11,200.00	0.00	14.00	14.00	\$ 11,200.00	\$ -	\$ 11,200.00	100.00%
10	RISE	1	EA	\$ 1,744.41	\$ 1,744.41	0.00	1.00	1.00	\$ 1,744.41	\$ -	\$ 1,744.41	100.00%
11	DRY UTILITY STAKING	1	LS	\$ 6,943.00	\$ 6,943.00	1.00	0.00	1.00	\$ 6,943.00	\$ 6,943.00	\$ -	100.00%
12	ONCOR REIMBURSEMENT	(1)	LS	\$ -	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
					\$ 222,327.60			\$ 222,327.60	\$ 187,836.69	\$ 34,490.93		100%

CO #1

ELECTRIC IMPROVEMENTS												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	PROVIDE 2" CROSSING CONDUIT	800	LF	\$ 2.45	\$ 1,960.00	800.00	0.00	800.00	\$ 1,960.00	\$ 1,960.00	\$ -	100.00%
2	PROVIDE 3" CROSSING CONDUIT	2100	LF	\$ 4.72	\$ 9,912.00	2100.00	0.00	2100.00	\$ 9,912.00	\$ 9,912.00	\$ -	100.00%
3	PROVIDE 6" CROSSING CONDUIT	400	LF	\$ 11.68	\$ 4,672.00	400.00	0.00	400.00	\$ 4,672.00	\$ 4,672.00	\$ -	100.00%
					\$ 16,544.00			\$ 16,544.00	\$ 16,544.00	\$ 16,544.00	\$ -	100%

CO #2

ELECTRIC IMPROVEMENTS												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	ONCOR REIMBURSEMENT	(1)	LS	\$ 58,797.85	\$ (58,797.85)	0.00	-0.50	-0.50	\$ (29,398.93)	\$ -	\$ (29,398.93)	50.00%
					\$ (58,797.85)			\$ (29,398.93)	\$ (29,398.93)	\$ -	\$ (29,398.93)	50%

TOTAL CONTRACT

\$ 180,073.75

\$ 209,472.67

\$ 204,380.69

\$ 5,092.00

116%

TOTAL COMPLETED TO DATE	\$ 209,472.67
RETAINAGE HELD	\$ 20,947.27
TOTAL CPLT LESS RETAINAGE	\$ 188,525.40
LESS PREVIOUS BILLINGS	\$ 183,942.62
CURRENT PAYMENT DUE	\$ 4,582.78

ORIGINAL CONTRACT AMOUNT	\$ 222,327.60
CONTRACT CHANGES	\$ (42,253.85)
TOTAL CONTRACT W/ CHANGES	\$ 180,073.75
WORK COMPLETED TO DATE	\$ 209,472.67
BALANCE TO COMPLETE	\$ (29,398.92)

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Southgate Phase 4
Street, Drainage, Water and Wastewater

Date: June 17, 2021

Owner's Name and Address

Hutto 117 Investors, LLC
4408 Spicewood Springs Road
Austin, Texas 78759

Consultant Engineer's Name and Address

Pape-Dawson Engineers, Inc.
10801 N. MoPac Expy. Bldg. 3 Suite 200
Austin, Texas 78759

On May 7, 2021, and at intervals during construction, I, the undersigned Professional Engineer in the State of Texas, or a designated representative working under my direct supervision, met with representatives of the City of Hutto and the Project Contractor and made a visual inspection of the above referenced projects respectively. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meetings except those listed below. I, therefore, recommend acceptance of this project by the City of Hutto once the following listed items are corrected to the satisfaction of the City of Hutto.

All punch list items have been completed.



(SEAL)

A handwritten signature in black ink that appears to read "Dustin Goss".

Signature

Dustin Goss, P.E., LEED AP
Typed Name

91805

Texas Registration No.

RESOLUTION NO. R-2021-123

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS SOUTHGARE PHASE 4; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Southgate Phase 4 Residential subdivision have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City's Construction and Public Works staff of all roads, drainage, sidewalks, ADA ramps, and wastewater improvements, and;

WHEREAS, all items have been constructed according to engineering plans and City codes and standards, and;

WHEREAS, Liberty Civil Construction LLC, submitted a warranty bond to cover the material and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

HUTTO, TEXAS, hereby accepts the infrastructure improvements for Southgate Phase 4

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **5th** day of **August, 2021**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTESTED:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-115 authorizing the City Manager to execute renewal contracts for Employee Health Benefit Coverage with United Health Care and Cigna.(Angie Rios)
Meeting: Thursday, August 5, 2021
Department: Finance
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Memo - Health insurance
2. Insurance Coverage Price Comparison
3. Insurance rates for employees
4. R-2021-115 Employee Health Benefit Coverage 8-5-21



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Angie Rios, CFO

SUBJECT: Health Insurance

The City's insurance broker, Frost, put out an RFP on the City's behalf seeking proposals for medical, dental, and other supplemental insurance plans. Due to the City's small employee base and claims history, only two bids were received, and both contained an increase in the rates.

A staff committee met multiple times including once with Frost to review both proposals and determine the best course of action for the City and the employees. Both proposals provided similar coverage, so staff also considered several other factors in deciding which plan to choose including previous experience with both providers customer service and how often the City has changed insurance providers. Staff's recommendation was to stay with our current provider, United Health Care.

Health insurance is purchased by the employees and funded in part by the City, and the City manages the process year-round on behalf of the employees. Insurance costs have risen across the state, and the decision on how much of the increase in the cost would be carried by the City and how much would be carried by the employee was difficult. The City staff decided on a split they believe to be fair to the employees and the taxpayers. We also reviewed data that compared Hutto to peer groups to ensure Hutto remains highly competitive.

Benefit	Current	PY 21-22	Current Rate/Mo	PY 21-22 Rate/Mo	Change	Change
Med- HSA						
EE Only	United Health	United Health	\$341.91	\$413.70	\$71.79	21%
EE + SP	United Health	United Health	\$776.15	\$939.12	\$162.97	21%
EE + CH	United Health	United Health	\$632.51	\$765.32	\$132.81	21%
EE + FAM	United Health	United Health	\$1,094.08	\$1,323.80	\$229.72	21%
Med- EPO			Current Rate/Mo	PY 21-22 Rate/Mo	Change	Change
EE Only	United Health	United Health	\$496.71	\$601.01	\$104.30	21%
EE + SP	United Health	United Health	\$1,127.55	\$1,364.31	\$236.76	21%
EE + CH	United Health	United Health	\$918.87	\$1,111.82	\$192.95	21%
EE + FAM	United Health	United Health	\$1,589.43	\$1,923.18	\$333.75	21%
Dental			Current Rate/Mo	PY 21-22 Rate/Mo	Change	Change
EE Only	United Health	United Health	\$31.28	\$31.28	\$0.00	0%
EE + SP	United Health	United Health	\$65.27	\$65.27	\$0.00	0%
EE + CH	United Health	United Health	\$79.61	\$79.61	\$0.00	0%
EE + FAM	United Health	United Health	\$122.57	\$122.57	\$0.00	0%
Vision - fully paid by Employee			Current Rate/Mo	PY 21-22 Rate/Mo	Change	Change
EE Only	United Health	United Health	\$8.53	\$8.53	\$0.00	0%
EE + SP	United Health	United Health	\$16.20	\$16.20	\$0.00	0%
EE + CH	United Health	United Health	\$17.04	\$17.04	\$0.00	0%
EE + FAM	United Health	United Health	\$25.06	\$25.06	\$0.00	0%
Life / AD&D	Cigna	Cigna	\$5.75	\$5.75	\$0.00	0%
Disability	Cigna	Cigna	varies per EE	varies per EE	\$0.00	0%

Totals

\$1,465.05

21%

Reasons for change:

- 1) General Market Inflation
- 2) Claims ratio of 98% (largely pharmaceuticals)
- 3) Population Size

Benefit	Rate/Mo	City	Employee	City Monthly Percentage
Med- HSA				
EE Only	\$413.70	\$372.33	\$41.37	90%
EE + SP	\$939.12	\$610.43	\$328.69	65%
EE + CH	\$765.32	\$497.46	\$267.86	65%
EE + FAM	\$1,323.80	\$860.47	\$463.33	65%

Employees on this plan can contribute to an H.S.A. The City will match up to \$150 monthly.

Med- EPO	Rate/Mo			
EE Only	\$601.01	\$480.81	\$120.20	80%
EE + SP	\$1,364.31	\$818.59	\$327.43	60%
EE + CH	\$1,111.82	\$667.09	\$266.84	60%
EE + FAM	\$1,923.18	\$1,153.91	\$461.56	60%

Dental	Rate/Mo	City	Employee	City's %
EE Only	\$31.28	\$31.28	\$0.00	100%
EE + SP	\$65.27	\$31.28	\$34.00	48%
EE + CH	\$79.61	\$31.28	\$48.34	39%
EE + FAM	\$122.57	\$31.28	\$91.30	26%

Vision	Rate/Mo	City	Employee	City's %
EE Only	\$8.53	\$0.00	\$8.53	0%
EE + SP	\$16.20	\$0.00	\$16.20	0%
EE + CH	\$17.04	\$0.00	\$17.04	0%
EE + FAM	\$25.06	\$0.00	\$25.06	0%

The total increase to the City is estimated to be \$76,142 or 11.2%.

RESOLUTION NO. R-2021-115

A RESOLUTION OF THE HUTTO CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE RENEWAL CONTRACTS FOR EMPLOYEE HEALTH BENEFIT COVERAGE WITH UNITED HEALTH CARE AND CIGNA.

WHEREAS, it is the desire of the City of Hutto to offer a comprehensive benefits package to its employees and eligible dependents; and

WHEREAS, City staff prepared a Request for Proposal (RFP) requesting insurance providers to submit proposals in search of more competitive medical, dental, and supplemental plans and rates from providers; and

WHEREAS, Frost - Banking, Investments, Insurance, the City's insurance broker, along with the City's Human Resources Department completed a detailed analysis of all proposals received and is recommending United Healthcare as the group medical, vision, and dental provider, and Cigna as the group Life and AD&D disability provider for employees and their eligible dependents.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS that the Hutto City Council hereby authorizes the City Manager to execute renewal contracts for employee health, dental and vision benefit coverage with United Health Care and a contract with Cigna.

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

RESOLVED on this the **5th** day of the month of **August, 2021**.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Holding a public hearing and possible action on Ordinance No. O-2021-044 approving the proposed zoning change request for Aspen Heights Planned Unit Development (PUD) from SF-1 (Single Family) to PUD (Planned Unit Development) for single-family detached condo, 36.624 acres, more or less, of land, located on FM 1660 South.(Ashley Lumpkin)
Meeting: Thursday, August 5, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Aspen Heights is a proposed Planned Unit Development (PUD) on the north side of FM 1660 S and CR 137. It is 36.624 acres of undeveloped land.

Owner: Stuart G. Farley and Hal P. Farley

Applicant: T.C. Selman – Breckenridge Multifamily Hutto Texas LLC

Current Zoning: Single-Family Residential (SF-1)

Proposed Zoning: Planned Unit Development (Single-Family 2 Base Zoning)

Surrounding Land Uses:

North – SF-1 (Glenwood Subdivision)

East - ETJ (Mid-Density Residential)

South – B-2 Commercial (Vacant) and proposed rezoning for MF (on this agenda)

West – SF-1 (Brushy Creek Meadows)

SUMMARY OF REQUEST:

The proposed Planned Unit Development (PUD) is proposing a maximum of 219 residential units on 36.624 acres of vacant land. The units include a mixture of two, three, and four-bedroom units on a single, common lot. The proposed PUD provides for pedestrian connectivity and provides for the vehicular connectivity to the adjacent neighborhood, thus providing access to the signaled intersection at FM1660 South the CR 137.

The Unified Development Code (UDC) defines the PUD zoning designation as a district allowing for creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project with a more appropriate and desirable land use than what would result from strict application of the code. Development standards are required for a parcel that would be developed as PUD. Staff has reviewed the proposed PUD against the required criteria, attached.

There are a few code variances requested with this PUD. The bufferyard requirement is a deviation in that the PUD is proposing most of the SF-2 standards, which then requires a bufferyard, although the development will contain detached units, more similar to a single-family neighborhood. The proposal is to allow a 10-foot buffer area with the required plantings within the rear-yard of each unit

AGENDA ITEM REPORT



with a 7ft tall wood privacy fence. This is to mitigate the requirement to have a strip of land between two fences, creating an alley-way of sorts that would not be the most desirable addition between the two developments. The remaining proposed deviations are listed below:

6.3 Dwelling Units per acre	8-14 Dwelling Units per acre
Building Setbacks (Proposed)	Building Setbacks within the SF-2 District
Front: 20'	Front: 20'
Garage: 20'	Garage: 25'
Rear: 10'	Rear: 20'

The City's adopted Future Land Use Map designates this area as being intended for commercial, however the property is currently zoned Single-Family Residential.

Engineering Review:

The Aspen Heights PUD is proposing public streets that meet the current requirements as specified in the UDC section 10.611.12 Street Classification Standards. Sidewalks are proposed on both sides of the local streets and, although sidewalk widths are not specified within the PUD, the city will require a minimum of 5' for sidewalk plus a tree lawn.

The developer has provided a TIA determination worksheet and it has been determined that the proposed development does not meet the trip generation threshold of 2,000 daily trips to require a Traffic Impact Analysis as stated in the UDC Section 10.615.4.1. The development does however meet the UDC requirements in section 10.312.11 which allows the city to request a traffic study for projects that generate more than 100 peak hour trips. This traffic study was scoped with the City Engineering department and is provided. The traffic study evaluates the sites access driveways, identifies required improvements to these access locations. In addition to the required improvements to the site access locations the project will be required to pay the Transportation Impact Fee which is calculated in the traffic study and comes to a total of \$572,514.93 for the proposed development.

As of the writing of this staff report, there have been 10 responses to the public notices. Of those responses, two are in favor and seven are opposed.

STAFF REVIEW:

The proposal does not meet every intent of the provisions within the PUD criteria, as listed in Section 10.203.13 of the UDC. 'Missing middle housing' is the idea that most zoning ordinances have trended towards only allowing single-family residential or multi-family in the last 50 years. However, this is not the case for Hutto. The UDC, as adopted, provides for two to four unit residential within SF-2 and townhome/condo product within multifamily. In staff's estimation, the PUD is a hybrid of two existing zoning classifications with variance requests to make the project fit without providing a benefit to the

AGENDA ITEM REPORT



surrounding neighborhoods except connectivity to the signaled intersection at FM 1660 South.

Section 10.303.11 of the UDC states:

A PUD district is not intended to permit uses or development not keeping with the spirit of this code or any applicable plans, or avoid imposition of Unified Development Code standards rather than achieve the stated intent of a PUD. Form Based style development is preferable to planned unit developments.

The intent of a PUD is to be different and innovative. Although the proposed product would be different for Hutto, the proposal meets a majority of the minimum requirements in the UDC and could be developed within the allowances already provided by the UDC. For this reason, staff did not recommend approval of the request.

Planning and Zoning Commission made a unanimous motion to specify a density between 5-7 dwelling units per acre within the PUD document, the setbacks as proposed, and to add language requiring garages to protrude to a maximum of 6 feet in front of the front facade as listed in the UDC.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

ATTACHMENTS:

1. 20210407_Aspen Heights TIA Determination Form
2. 20210427_Aspen Heights_Traffic Analysis
3. PUD Review Criteria
4. AspenHeights(36.624ac)PUD(Ord)
5. 7.6.2021 Notification responses
6. 210617-AspenHeightsHutto-PUD
7. Zoning Submittal Letter.v2



CITY OF HUTTO
TRAFFIC IMPACT ANALYSIS (TIA) DETERMINATION WORKSHEET
 APPLICANT MUST FILL IN WORKSHEET PRIOR TO SUBMITTING FOR TIA DETERMINATION

PROJECT NAME: Aspen Heights Residential Development

LOCATION: W of FM 1660 and Mager Ln

APPLICANT'S AGENT: Dawniele Metsker-Galarza, P.E. TELEPHONE NO.: 210-321-3431

APPLICATION STATUS: DEVELOPMENT ASSESSMENT: _____ ZONING: _____ SITE PLAN: X
EXISTING:

PHASE NUMBER	BLDG SQ.FT.	LAND USE	ITE CODE	DAILY TRIP RATE/EQ	DAILY TRIPS

PROPOSED

PHASE NUMBER	BLDG SQ.FT.	LAND USE	ITE CODE	DAILY TRIP RATE/EQ	DAILY TRIPS	AM / PM RATE/EQ	AM TRIPS	PM TRIPS
1	231 DU	Residential Planned Unit Development	270	$\text{Ln}(T)=0.94\text{Ln}(x)+2.43$	1,893	AM: $\text{Ln}(T) = 0.88\text{Ln}(x)+0.26$ PM: $\text{Ln}(T)=0.96\text{Ln}(X)+0.20$	156	227
				Totals	1,893		156	227

ABUTTING ROADWAYS

STREET NAME	PROPOSED ACCESS?	PAVEMENT WIDTH	CLASSIFICATION
FM 1660	Yes	Existing - 50 ft of pavement	Minor Arterial

NOTE: A TIA determination must be made prior to submittal of any zoning or site plan application. Therefore, this completed and reviewed form MUST ACCOMPANY any subsequent application for the IDENTICAL project. CHANGES to the proposed project will REQUIRE a new TIA determination to be made.

TRAFFIC STUDY

DATE: APRIL 27, 2021

TO: SAMUEL RAY, P.E.
CITY OF HUTTO

FROM: AMY AVERY, P.E., PTOE
KIMLEY-HORN

RE: ASPEN HEIGHTS DRIVEWAY AND TRAFFIC ANALYSIS



The purpose of this memorandum is to document the traffic analysis prepared for a proposed 231 dwelling unit residential planned unit development located on FM 1660 between CR 135 and Swindoll Lane in Hutto, Texas. Based on the trip generation and criteria in section 10.615.4 of the City of Hutto Unified Development Code, a TIA is not required for the subject site as the proposed development generates less than 2,000 daily trips. However, the City has requested this limited analysis traffic study based on section 10.312.11 as the development does generate at least 100 peak hour trips.

PROPOSED LAND USES

The site is currently undeveloped. The proposed development will consist of a 231 dwelling unit residential planned unit development. **Figure 1** shows the proposed site plan. Traffic projections were prepared for the proposed development based on the trip generation rates found in the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation Manual, 10th Edition*. **Table 1** summarizes the land use and total number of trips that are expected to be generated by the proposed development during the AM and PM peak periods and on a daily basis. The number of trips generated represents the number of vehicles entering and exiting the proposed development to and from the adjacent street system.

Table 1: Proposed Land Use and Site Generated Trips

Land Use	ITE Code	Amount	Units	Daily One-Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Phase 1 -2024										
Residential Planned Unit Development	270	231	Dwelling Unit(s)	1,894	34	122	156	111	60	171
Total Net New External Trips				1,894	34	122	156	111	60	171

Trip generation based on ITE's Trip Generation Manual, 10th Edition
Base vehicle trips based on ITE's Trip Generation Handbook, 3rd Edition

Trip generation based on ITE's Trip Generation Manual, 10th Edition.
Pass-by trips based on ITE's Trip Generation Handbook, 3rd Edition

PROPOSED SITE ACCESS POINTS

This site is anticipated to have three access points. Access A is a proposed at the existing intersection of FM 1660 & CR 135 and shall be restricted to emergency access only. Access B is a proposed full access driveway at the existing intersection of FM 1660 & CR 137, and Access C is another proposed full access driveway on FM 1660, approximately 1,050 feet east of Access B.

The proposed driveway spacing is consistent with TxDOT driveway spacing criteria, given the posted speed of 55 miles per hour on FM 1660. Preliminary coordination has occurred with TxDOT and the City of Hutto and approval of proposed access points is expected when driveway permit applications are submitted.

TRAFFIC DISTRIBUTION AND ASSIGNMENT

The distribution and assignment of the build out site-generated traffic to the study area roadway network was performed to reflect the anticipated local traffic patterns. **Figure 2** shows the proposed distribution for the development.

The anticipated turning movement volumes were computed based on trip generation information and directional distribution assumptions. **Figure 3** shows the projected AM and PM peak hour site related trips.

The trip generation, directional distribution, and trip assignment are attached to this memorandum. No reduction will be taken for internal capture, transit, or pass-by.

TURN LANE EVALUATION

Based on TxDOT deceleration auxiliary lane thresholds, a deceleration lane is required when anticipated turning movements are 50 vehicles per hour or more and the posted speed limit is greater than 45 mph. At speeds less than or equal to 45 miles per hour a deceleration lane is required when anticipated turning movements are 60 vehicles per hour. The speed limit on FM 1660 is 55 miles per hour. **Table 2** summarizes the turn lane requirements for the proposed development access points.

Table 2: Anticipated Turn Lane Requirements

Turn Lane Location	Right-Turn Volume (vph)	Left-Turn Volume (vph)	Right-Turn Threshold Met?	Left-Turn Threshold Met?
Access A/CR 135 & FM 1660	-	-	-	-
Access B/CR 137 & FM 1660	3 (PM)	83 (PM)	No	Yes
Access C & FM 1660	2 (PM)	11 (PM)	No	No

Installation of a southbound left-turn deceleration lane is triggered at the intersection of Access B/CR 137 & FM 1660. Based on the speed limit of 50 miles per hour, a total deceleration length of 525 feet is required, of which 100 feet is taper, and 100 feet is storage. No additional pavement is required due to an existing two-way center left-turn lane on FM 1660. Whether or not the striping will require modification will be coordinated with TxDOT during the driveway permitting process.

IMPACT FEE CALCULATIONS

The City of Hutto recently passed an ordinance that grants the city the power to assess and collect Transportation Impact Fees from developments to fund capital projects that improve the transportation system. Table 3 summarizes the impact fee calculations associated with the proposed development.

When the impact fee study was completed in 2018 the land uses the study was based on were from the 9th edition of the ITE Trip Generation Manual. The land use most applicable to the proposed development that was included in the impact fee study is land use code 220 – Apartment/Multi-Family/Condominium.

The development is not adjacent to any of the projects identified in the impact fee CIP so the responsibility of the development is limited to the calculated transportation impact fee.

Table 3: Impact Fee Summary

Impact Fee Study Land Use (Based on 9 th Edition ITE)	Number of Dwelling Units (DU)	Vehicle-Miles per DU	Adopted Transportation Impact Fee rate (per veh-mi)	Calculated Transportation Impact Fee
Apartment/Multi-family/Condominium	231	3.16	\$784.31	\$572,514.93

SUMMARY AND RECOMMENDATIONS

Based on the analysis performed in this technical memorandum, we offer the following conclusions and recommendations to support the development:

- Access A/CR 135 & FM 1660
 - o Access A shall be restricted to emergency access only.
- Access B/CR 137 & FM 1660
 - o Signalization of the westbound approach (Access B).
 - o Installation of a southbound left-turn lane is recommended. Based on the speed limit of 50 miles per hour, a total deceleration length of 525 feet is required, of which 100 feet is taper, and 100 feet is storage. No additional pavement is required due to an existing two-way center left-turn lane on FM 1660. Whether or not the striping will require modification will be coordinated with TxDOT during the driveway permitting process.
- Access C & FM 1660
 - o Access C requires no improvements to operate as full access.
- FM 1660 has been widened adjacent to the site previously. Therefore, the development is not subject to the border street requirements and is subject only to the adopted impact fee assessment of \$572,514.93.

Attachments:

1. Figure 1: Site Location
2. Figure 2: Site Plan
3. Figure 3: Trip Distribution
4. Figure 4: Trip Assignment
5. City of Hutto Study Scope Documentation

ADAMAE LN

CR 135

OLD CR 137

CR 137

FM 1660

SWINDOLL LN

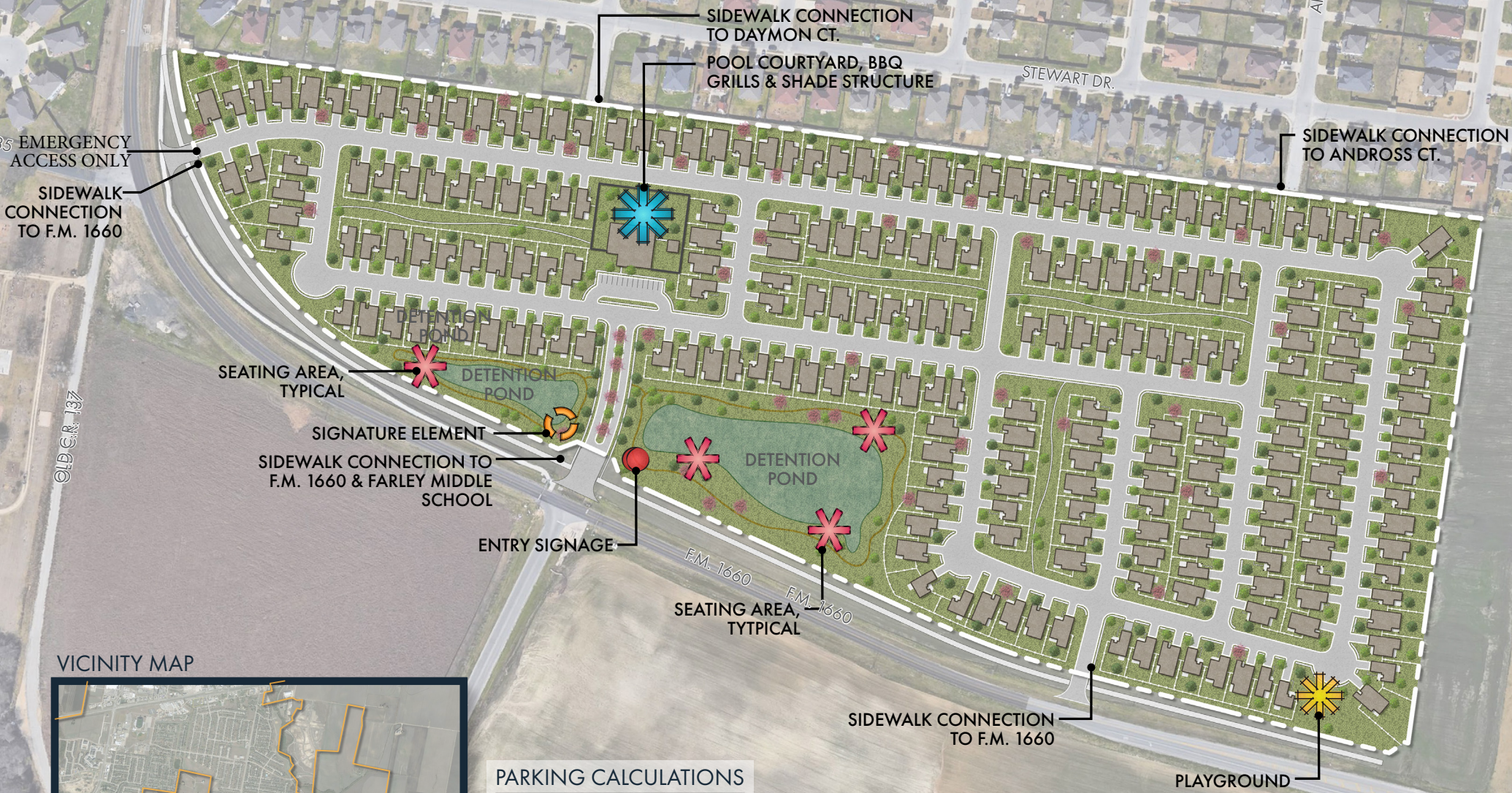
MCCOY LN

SITE LOCATION

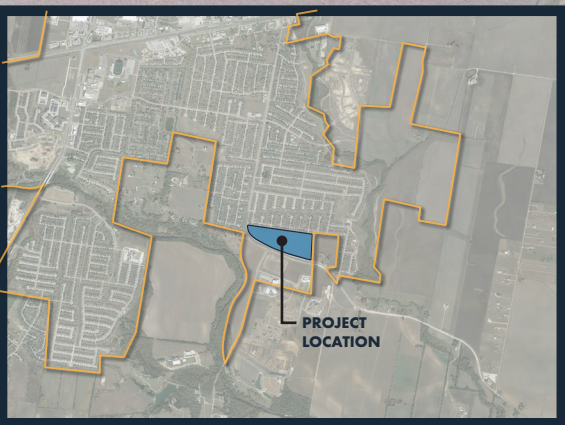
FM 1660



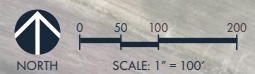
EXHIBIT A: PRELIMINARY SITE PLAN



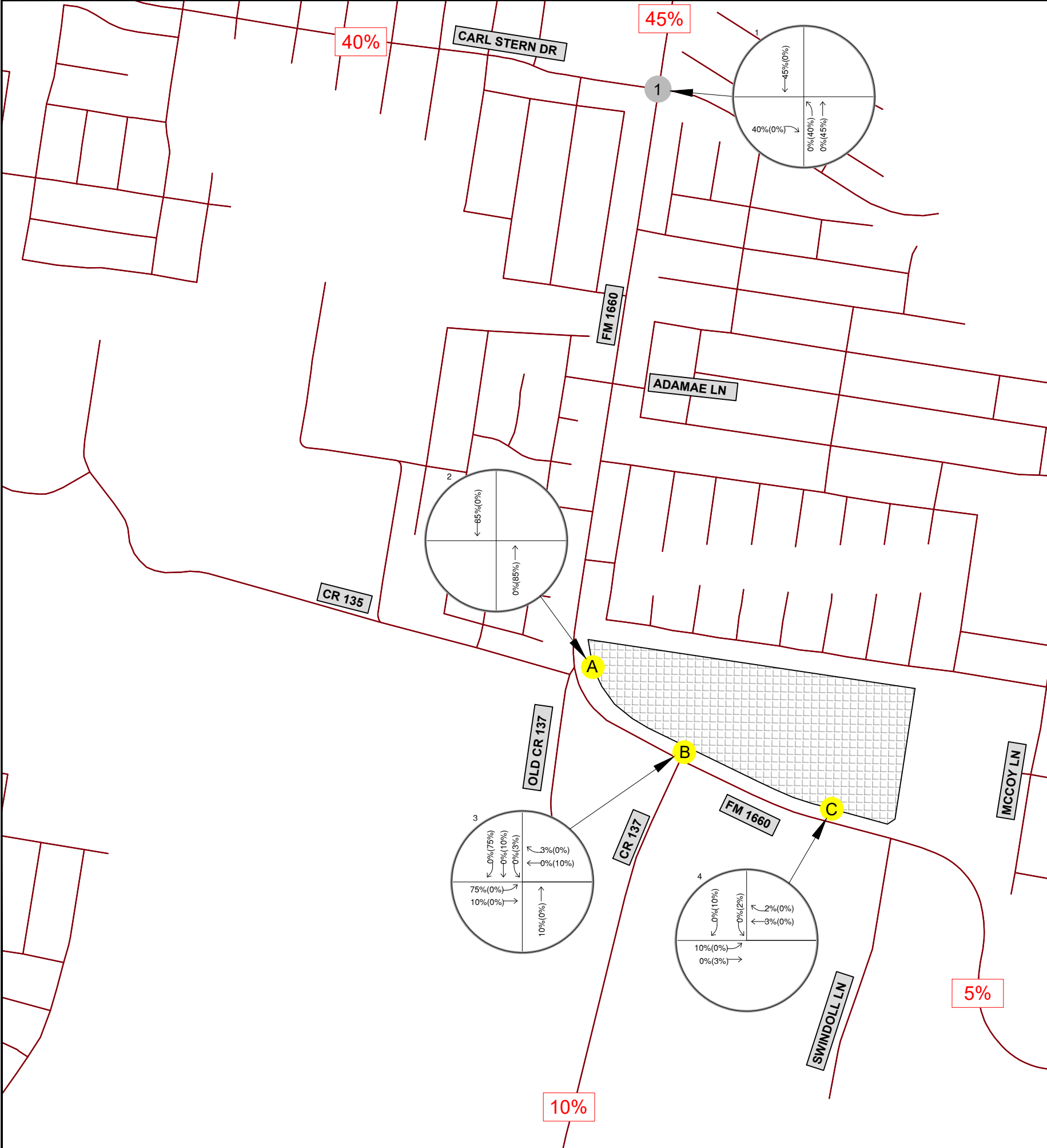
VICINITY MAP



PARKING CALCULATIONS	
Garage Spaces (2 per unit)	462
Driveway Spaces (2 per unit)	462
Street Parking	231
Total Provided Spaces	1,155



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NORTH

→

XX(XX)

TURNING MOVEMENT

INBOUND (OUTBOUND) TURNING DISTRIBUTION

ASPEN HEIGHTS
RESIDENTIAL
DEVELOPMENT

SHEET NUMBER
3

TRIP DISTRIBUTION

KHA PROJECT
069241808

DATE
APRIL 2021

SCALE AS SHOWN

DESIGNED BY

DRAWN BY

CHECKED BY

FOR REVIEW ONLY



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601 NW LOOP 410, SUITE 350, SAN ANTONIO, TX 78216
PHONE : 210-541-9166 FAX: 210-541-8699
WWW.KIMLEY-HORN.COM TBPE FIRM NO. 928

No.	REVISIONS	DATE	BY

Plotted By: Kline, Justin April 27, 2021 03:15:57pm K:\SWA_IP\T0\069241808 - Aspen Heights (Hutto)\CAD\SHEETS\20210414_Aspen Heights_Memo Sheets.dwg
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Land Use	ITE Code	Amount	Units	Daily One-Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Phase 1 -2024										
Residential Planned Unit Development	270	231	Dwelling Unit(s)	1,894	34	122	156	111	60	171
Total Net New External Trips				1,894	34	122	156	111	60	171
Trip generation based on ITE's Trip Generation Manual, 10th Edition. Pass-by trips based on ITE's Trip Generation Handbook, 3rd Edition.										

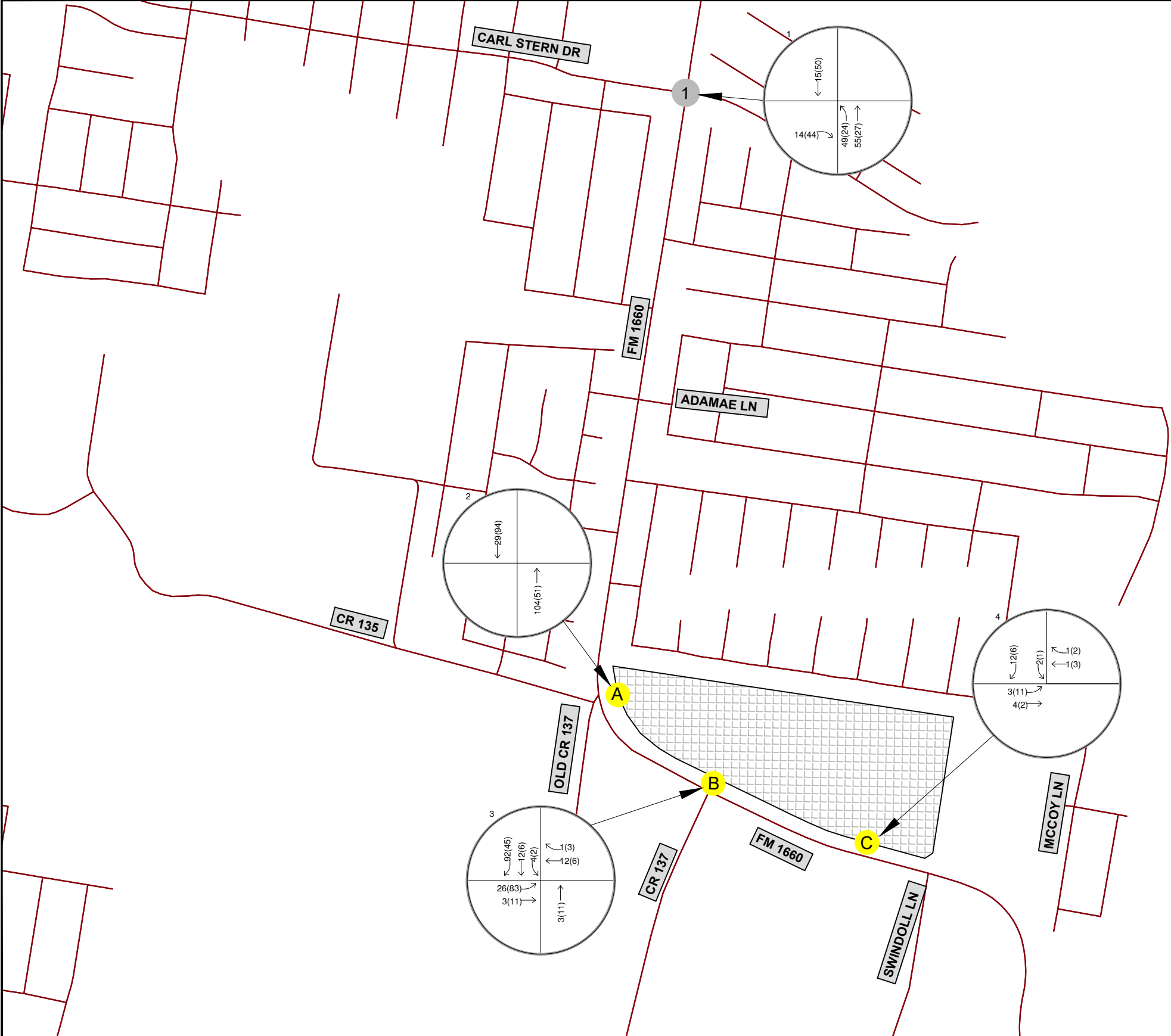


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TURNING MOVEMENT

XX(XX)

AM (PM) TURNING MOVEMENT VOLUME



ASPEN HEIGHTS
RESIDENTIAL
DEVELOPMENT

SHEET NUMBER
4

SITE GENERATED TRIPS

FOR REVIEW ONLY

KHA PROJECT
069241808

DATE
APRIL 2021

SCALE
AS SHOWN

DESIGNED BY

DRAWN BY

CHECKED BY

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REVISIONS

No.

DATE

BY

Page 208 of 413



TRAFFIC IMPACT ANALYSIS SCOPE AND STUDY AREA

Project Name: Aspen Heights Residential Development
Location: FM 1660 between CR 135 & Swindoll Ln
Owner's Agent: Kimley-Horn & Associates, Inc.
Amy Avery, P.E., PTOE

Date: April 27, 2021

Phone: 210-321-3442

Scope must be approved and signed by staff prior to submittal of a Traffic Impact Analysis (TIA).

I. Data Collection

1. Background Information:

- a. A Study Area Map that specifies study intersections and points of access to the site for the TIA is shown as Attachment A.

2. Intersections Capacity Analysis:

Existing Intersections

- A. N/A

Future Intersections:

1. Access A/CR 135 & FM 1660 (turn lane evaluation only)
2. Access B/CR 137 & FM 1660 (turn lane evaluation only)
3. Access C & FM 1660 (turn lane evaluation only)

Segment Capacity Analysis:

- All internal site roadways shall be sized appropriately based on ADT range of different street classifications as shown in the UDC for Alley, Residential Local, or Residential Collector

Note: the TIA may be required to review and discuss the consequences of the following future build conditions:

- N/A

Site Boundary and Internal Roadways:

- For adjacent roadways not yet built to the cross section in UDC 10.511.12 for the functional classification defined in the 2018 Mobility Plan, roadway capacities for the 2018 Mobility Plan ultimate section will be compared with site traffic volumes on the same roadway segment to determine a pro-rata share of improving the roadway to the 2018 Mobility Plan ultimate section. Pro-rata will be capped

Aspen Heights – TIA scope

at 50% for roadway segments where the site borders the roadway on one side, and at 100% when the site borders both sides of a roadway alignment. Internal roadways shall be sized to accommodate site build out traffic based on ADT thresholds defined in the UDC 10.511.

- The following shall be used as the planning level cost of different street classifications on a per-mile basis to build the ultimate section from the 2018 Mobility Plan and UDC:
 - Residential Collector or Major Collector - \$5 million per mile
 - Minor Arterial - \$8 million per mile
 - Major Arterial - \$12 million per mile

II. Study Assumptions

1. **Data Assumptions:** The following assumptions must be included in the analysis. Any change in these assumptions must be approved prior to submittal of the TIA. The assumptions are based on data provided by ITE.
 - a. Trip Generation – ITE 10th Edition, attach trip generation to this scope with use of either average trip rate or equation for each land use and associated period (peak hour of generator, weekday AM, e.g.)
2. The following reduction factors are approved for the proposed land uses:
 - a. Internal trip capture rates: Consistent with guidance in the ITE Trip Generation Handbook, internal capture is not applicable for the proposed development.
 - b. Pass-by Trips: Consistent with guidance in the ITE Trip Generation Handbook, pass-by is not applicable for the proposed development.
 - c. Traffic Distribution Trip distribution for trips generated by the site should follow Section 3 of this scope.
 - d. Transit Trips: None.

3. Trip Distribution: The distribution of trips to/from the proposed development will be based upon the existing roadway network and traffic patterns. Where new roadways (and connections) are integral to the site, present these elements as part of the “build out” condition. Trip Distribution to be submitted for interim review and approval before capacity analysis is performed after collection of existing counts and comparison with existing distribution trends.

Direction	Roadway	Phase 1: 2024 Site Traffic To/From
West	Carl Stern Dr	40%
North	FM 1660	45%
South	FM 1660	5%
South	CR 137	10%

4. Other Considerations:
Build-Out year for Phase 1 of Development: 2024

Demonstration of adequate sight distance, turn lane warrants, appropriate spacing, and queueing analysis shall be provided for all proposed site access points as applicable.

5. Mitigations: Proposed mitigations shall show a pro-rata percentage for the share of the improvement attributable to the site development.
- For signal timing adjustments and deceleration left- or right-turn lanes into the site, pro-rata shall be 100%.
 - For new signals or full intersection control changes, pro-rata percentage shall be calculated as the site traffic entering the intersection divided by the total traffic entering the intersection for a given phase build-out.
 - For new turn lanes, pro-rata percentage shall be calculated for the approach for which the improvement is being made as the site traffic for the approach divided by the total traffic using the approach. Turn lanes cannot be achieved by restriping unless 12' lanes are maintained with a 4' shoulder on both sides of the roadway, when curb and gutter is not present. Mitigations shall be tied to each phase of development and pro-rata calculated for the phase in which the mitigation is required. Mitigations may be carried into subsequent phases of development as background improvements.
 - Pro-rata for site boundary and internal roadways shall follow method outlined in Section 2 with segment capacity analysis.

Costs for mitigations shall be \$350 per linear foot for each lane of roadway or turn lane, \$350,000 for new signals, and \$5,000 for signal timing adjustments at each intersection. If a new turn lane or roadway requires relocation of sidewalks, overhead utilities, bridge expansions, retaining walls, or other street elements, additional cost shall be estimated for relocation or construction of these facilities based on the latest TxDOT 3 month Statewide average low bid unit prices with supporting documentation of calculations. Costs for other mitigations shall be coordinated with and approved by City of Hutto.

6. Submittal Requirements

- Submit electronic copies to City of Hutto, and coordinate with TxDOT regarding their requirements. Submit CD's or .zip files containing the following: PDF of the TIA, Excel spreadsheets for all calculations, and a CAD file for the site plan, if available.

Aspen Heights – TIA scope

Submittal Distribution is to be as follows:

City of Hutto: Electronic, Attention Sam Ray (Samuel.Ray@HuttoTX.gov)

TxDOT: Electronic, Attention Scott Cunningham (Scott.Cunningham@txdot.gov)

This scope and study is based upon the assumed development uses and intensities in the TIA Determination sheet in Attachment B. Any change in these assumptions may require a change in the scope. Preparation of the TIA shall follow City of Hutto Unified Development Code Chapter 10.515.4 requirements unless otherwise specified in this document.

Approved by (City of Hutto): _____ Phone: _____

Approved by (TxDOT): _____ Phone: _____

Aspen Heights – TIA scope

Attachment A



Existing Intersections

B. N/A

Future Intersections:

1. Access A/CR 135 & FM 1660 (turn lane evaluation only)
2. Access B/CR 137 & FM 1660 (turn lane evaluation only)
3. Access C & FM 1660 (turn lane evaluation only)

**CITY OF HUTTO****TRAFFIC IMPACT ANALYSIS (TIA) DETERMINATION WORKSHEET**

APPLICANT MUST FILL IN WORKSHEET PRIOR TO SUBMITTING FOR TIA DETERMINATION

PROJECT NAME: Aspen Heights Residential Development

LOCATION: FM 1660 between CR 135 & Swindoll Ln

APPLICANT'S AGENT: Kimley-Horn & Associates, Inc. (Amy Avery, P.E., PTOE) PHONE #: 210-321-3441

APPLICATION STATUS: DEVELOPMENT ASSESSMENT:___ZONING___SITE PLAN: ___

EXISTING:

PARCEL NUMBER	BLDG SQ.FT.	LAND USE	ITE CODE	DAILY TRIP RATE/EQ	DAILY TRIPS

PROPOSED

TRACT NUMBER	BLDG SQ.FT.	LAND USE	ITE CODE	DAILY TRIP RATE/EQ	DAILY TRIPS	AM / PM TRIP RATE/EQ	AM TRIPS	PM TRIPS
1 (Phase)	231 DU	Residential Planned Unit Development	210	$\text{Ln}(T)=0.94\text{Ln}(x)+2.43$	1894	AM: $\text{Ln}(T) = 0.88\text{Ln}(x)+0.26$ PM: $\text{Ln}(T)=0.97\text{Ln}(X)-0.14$	156	171
2 (Phase)								
				Total	1894		156	171

ABUTTING ROADWAYS

STREET NAME	PROPOSED ACCESS?	PAVEMENT WIDTH	CLASSIFICATION*
FM 1660	Yes	48'	Major Collector

*Classification reflects Mobility Master Plan, 2018

NOTE: A TIA determination must be made prior to submittal of any zoning or site plan application. Therefore, this completed and reviewed form MUST ACCOMPANY any subsequent application for the IDENTICAL project. CHANGES to the proposed project will REQUIRE a new TIA determination to be made.

10.203.13.3 – Planned Unit Development Review 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 City's adopted Future Land Use Map designates this area as being intended for Commercial, however, at the time of annexation in 2006 the property was zoned single-family/SF-1. The proposal allows a for-rent, single-family home product on a common lot instead of the SF-1 district providing single-family homes on individual lots. The proposed PUD is utilizing the higher density setbacks, although modified, to provide detached on a common lot, which is currently not a consideration within the Unified Development Code (UDC).

The proposed use is generally consistent with the spirit of the community, neighborhood and is generally compatible with the character of adjacent developments in the area.

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

- The proposed single-family use is generally compatible with the surrounding land uses and the existing single-family zoning district.

- 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.**

- The proposed PUD provides a private amenity center for residents and trails around the detention ponds that front along FM 1660 South. There are two additional small trails provided within the development and two pocket parks internal to the development. The developer is proposing pedestrian connectivity throughout the development and surrounding the development, including vehicular access via the existing stub street and in compliance with the connectivity standards in the UDC.

- 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.**

- The proposed PUD provides standards for the single-family development and associated open space in compliance with the UDC.

- 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 PUD provides for full connectivity to adjacent developments in compliance with the UDC. The proposed PUD standards will not negatively affect the health, safety and general welfare of the community as they are in line with what is currently adopted within the UDC if this was to develop and a traditional, single-family development as zoned.

6. **The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.**
 - The proposed PUD will be served adequately by all utilities.
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 does not affect the existing infrastructure plans for the area. The TIA worksheet is attached to this item.
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.**
 - The proposed PUD does not allow for non-compatible development within the community. New construction must conform to the design guidelines within the PUD and UDC. The homes will all have board and batten siding, providing a modern farmhouse look to each unit.

ORDINANCE NO. O-2021-044

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 36.624 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS ASPEN HEIGHTS 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 4th day of May, 2021, and;

WHEREAS, on the 20th day of May, 2021, 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 SF-1 (Single Family Residential) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the Aspen Heights 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 **5th** day of **August, 2021** 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 **5th** day of **August, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holly Nagy, City Secretary



**PROPERTY OWNER NOTICE OF A PUBLIC HEARING
TO BE HELD AT THE**

PLANNING & ZONING COMMISSION ON: JULY 6, 2021
MEETING LOCATION: 500 W. Live Oak St. – City Hall
MEETING TIME: 7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION** will hold a public hearing regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment request for the property known as **Aspen Heights Planned Unit Development (PUD)**, 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: planning@huttotx.gov Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment request for the property known as **Aspen Heights Planned Unit Development (PUD)**, 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.

Name:

Stuart Gregory Farley

Address:

P.O. Box 22309 Sacramento, CA 95822

☒ I AM IN FAVOR

☐ 1 OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment request for the property known as **Aspen Heights Planned Unit Development (PUD)**, 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.

Name:

Tauhy Investments LLC

Address:

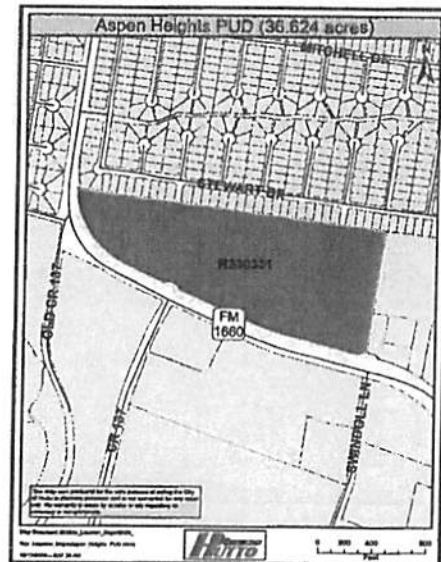
609 Lazoza Court Hurtt, Texas 78634

☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



Ashley Lumpkin

From:
Sent: Monday, June 21, 2021 3:05 PM
To: Planning
Subject: Planning & Zoning Commission - July 5, 2021

Planning & Zoning Commission - July 5, 2021

Planned Unit Development zoning ordinance amendment request for Property: Aspen Heights PUD, FM 1660 South

Cheryl Reese
6010 Andross Ct
Hutto TX 78634

NOT in favor of/against rezoning as this will have an adverse effect on the flow of traffic ...

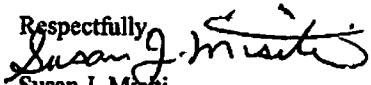
I do realize that to expect the surrounding area of the Glenwood neighborhood to remain agricultural, especially with the growth rate that Hutto and the Austin area is experiencing, is unrealistic, however I do believe that there are valid concerns with the proposed Aspen Heights Planned Unit Development that need to be addressed and considered at this time.

As we all know and has been discussed at several City Council meetings, much of the infrastructure of Hutto is proving to be inadequate and unable to safely accommodate the needs of the growing population. Also discussed is the lack of a solid, strategic plan by the city and the Planning & Zoning Commission in past years to plan for both business and housing growth, it almost seemed like it was 'here's some 'empty land' let's put some houses or industry there' without any consideration or forethought on the impact and consequences on the infrastructure, in particular on roads and travel through and around the city, as well as the environment and the quality of life for current residents. It is very evident that the condition of the many roadways that are more heavily traveled in the city are rapidly deteriorating and in dire need of repair or replacement. The surge of traffic brought on by the rapidly increasing population on an inadequate road system is resulting in consistent congestion at all of the main intersections and substandard road conditions, which is not only hazardous but costly for residents due to automobile repairs. Additionally, expansion without an informed, strategic plan can definitely impact not only the present but the future as buildings, due to concrete covering more and more of the open land, which enables potential flooding rains to instead drain into the soil rather than accumulate and flood. So what does all of this have to do with the proposed Aspen Heights PUD? Everything.

The area in which this project is proposed to be built is rapidly being built up. CR137, which feeds into 1660 South, has a major housing development that has already completed many houses, with many more in the process. There are plans for more construction to occur on CR137 across from Farley MS. The roadway on CR 137 is in horrendous condition already because of the increased traffic and flooding due to the lack of responsible planning as it floods with any significant rain event, making the road impassable. All traffic on this roadway flows onto 1660 South in order to travel into Hutto proper, which is adding to the traffic congestion on 1660, particularly when approaching Hwy. 79. The Aspen Heights development would be perpendicular to CR137 and alongside the Glenwood neighborhood, and with the additional population would come an increase in traffic in that immediate area. A major and very legitimate concern is that this project would take away valuable flood water drainage, and with the constant upgrading of building requirements for new structures, could lead to heavy rain events having nowhere to drain into, leading to flooding of the homes in Glenwood which are in closest proximity to Aspen Heights, which includes mine. I have myself experienced this in my previous neighborhood in West Houston, it was the result of very poor planning and the disregard for those who had made their home there for many years prior to all of the expansion and growth.

I know it is not realistic nor necessarily desirable to prevent all growth in our community, however, until the city can develop an intelligent, researched, educated strategic plan for this growth, and improve and develop the city's infrastructure so it that it does not impede but rather support this growth, I do believe that the city should refrain from permitting any new residential construction until then, including the Aspen Heights PUD. As I understand it, City Council has contracted with a reputable company to help develop such a plan, and thus, until such a plan is completed and approved by the tax paying citizens of Hutto, Aspen Heights PUD and any other new residential construction should be denied. As it is, the city has yet to untangle the mess at the Co-Op, properly direct and regulate the industrial traffic nightmare for the Emory Fields neighborhood, as well as several other promises that were made and not kept by previous administrators, and repair the crumbling infrastructure of our current roadways due to the absence of informed, responsible planning. To approve the construction of Aspen Heights PUD at this time is both irresponsible and negligent and I strongly urge the City, and the Planning & Zoning Commission to halt any further discussion and/or action to proceed with this proposed construction.

Thank you for your time and consideration.

Respectfully

Susan J. Mistri
405 Ballentine Court
Hutto, TX 78634

To the Hutto Planning and Zoning Commission:

My name is Olivia Stavrou Berry, and I have lived at 314 Stewart Drive, Hutto, TX 78634 with my husband, Mark, and our son since November of 2019.

I am emailing to voice our OBJECTION and OPPOSITION to the proposed PUD zoning ordinance amendment request known as Aspen Heights Planned Unit Development, 36.624 acres, a single-family residential use PUD, located on FM 1660 South.

We are property owners that back up directly to this site. We have previously contested this proposed zoning change back in November of 2020. I'm very sorry that the Aspen Heights Corporation decided to purchase these 36 acres with zero respect to the current residents of Hutto. Our backyard overlooks some of the few remaining acres of untouched farmland within Hutto. If your goal is to create gray concrete suburban sprawl to line pocketbooks, please reconsider in terms of the bigger picture.

A well-planned city includes parcels such as this for breathing room and solace. Not every square inch must be stuffed with asphalt and concrete with poorly erected houses built by cowboy builders, sold to the lowest contractor bid. This is an ecologically sensitive zone in proximity to the already stressed-out Brushy Creek and St. Edwards Aquifer.

Before COVID, on every single weekday, I would watch a long caravan of children walk to and from Farley Middle School. With the unobstructed view, drivers can see these kids, too. Once school resumes as previously scheduled, developing this tract of land WILL increase the opportunity for child endangerment due to decreased visibility and increased traffic. Building out = more child traffic deaths at this specific intersection. Too many kids and families biking and walking that street around the sharp bend for anything tall like an apartment complex to safely go in, not to mention the noise, traffic, and disruption to the visible treeline surrounding Brushy Creek. I feel like Hutto can do better to benefit the existing residents and families here instead of selling out to commercial builders. (Something like the All Abilities Park in Round Rock, a community garden, soccer fields, etc.). That bend is too sharp at 50mph to have something tall blocking visibility.

Don't cheapen Hutto. No matter how much Aspen Heights wants to repackage this build as "Multi-Family Living," call a spade a spade: this is another loud and noisy apartment complex, complete with subwoofers, cigarette smoke, and limited visibility.

Honor the country roots of its founders by leaving a little precious grassland or convert it into a city park for the current citizens to enjoy and use. Take a chair out and sit down to witness these kids walking safely to school beside an already busy road. This last bastion of country land should remain untouched. Make your money on another parcel. Turn this into a grocery store. Benefit the CURRENT property taxpayers that currently pay your salaries.

Plan thoughtfully, and Hutto won't be just another notch on the CedarParkPflugersRoundRockAustin continuation of sprawl.

Olivia Berry
Medical Aesthetician

Angel Kavanaugh

From:
Sent: Tuesday, June 22, 2021 8:39 PM
To: Planning
Subject: Aspen Heights PUD, July 06, 7:00 pm

I, Christopher Vernon of 307 Abamillo Drive, Hutto TX, am strongly against this planned development being proposed. We are nearing an overcrowding in Hutto, the schools are loaded to the gills, the road ways are garbage, the last thing we need are more people and vehicles when we are straining to maintain what we have already.
I once again oppose the Aspen Heights PUD.

Sent from my Verizon, Samsung Galaxy smartphone

Angel Kavanaugh

From:
Sent: Wednesday, June 23, 2021 8:18 AM
To: Planning
Subject: public hearing vote

Good Morning,

Aspen Heights Planned Unit Development
July 6, 2021
Louis and Yolanda Balderas - 5001 Daymon Ct.

We Object: I don't understand why the city makes no effort to bring other businesses and subdivisions that will help our side of town by the park. My understanding is these homes will never be sold to a family for a forever home. This to means people will always be coming and going. Would you want that for the neighborhood you live in? Also we only have one elementary school in this area. How will this affect our students in Glenwood?

Thank you for your time,
Louis and Yolanda Balderas

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PROPERTY OWNER NOTICE OF A PUBLIC HEARING
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON:
MEETING LOCATION:
MEETING TIME:

JULY 6, 2021
500 W. Live Oak St. – City Hall
7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION** will hold a public hearing regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment request for the property known as **Aspen Heights Planned Unit Development (PUD)**, 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.

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1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: planning@huttotx.gov Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment request for the property known as **Aspen Heights Planned Unit Development (PUD)**, 36.624 acres, more or less, of land, a single-family residential use PUD, located on FM 1660 South.

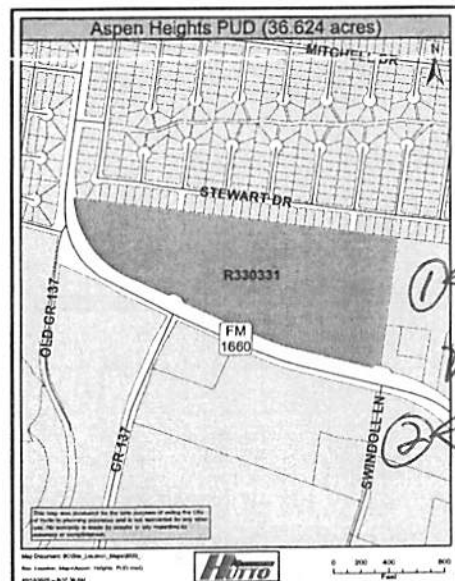
Name: FRANCISCO & MARTHA PEREZ (512) 565-1580
Address: 189 BRUSHY CREEK TRAIL HUTTO,

☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



IT IS IMPORTANT TO EVALUATE THE
COMMUNITY IMPACT OF A PROJECT THAT
SUBSTANTIALLY INCREASES POPULATION
DENSITY IN THE AREA, POTENTIALLY
REDUCING PROPERTY VALUE.
TO CIRCUMVENT THIS CIRCUMSTANCE,
WE BELIEVE A MIXED-USE PROJECT
WOULD PROVIDE MORE SERVICES,
LIVELIHOOD, AND, ULTIMATELY, VALUE TO THE
CITY OF HUTTO. IF A MEETING CAN BE SCHEDULED
WITH THE COMMITTEE, WE CAN GLADLY SHARE OUR
INTENTIONS WITH THE CITY.

Angel Kavanaugh

From: [REDACTED]
Sent: Tuesday, June 29, 2021 6:36 PM
To: Planning
Subject: Aspen Heights PUD

Aspen Heights PUD
Planning & Zoning 7/06/21
Bennie Barnes
207 Creek Ledge Dr. Hutto, Tx 78634

I am against rezoning

I Object

Traffic and road improvements are needed before more development is added to this area.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

From:
Sent: Tuesday, June 29, 2021 7:47 PM
To: Planning
Subject: Public Hearing response

Aspen Heights Planned Unit Development (PUD) July 6. 2021 Jason Marin
408 Ballentine Ct
Hutto,Tx 78634

I am against the rezoning!

Sent from my iPhone

Angel Kavanaugh

From: ~
Sent: Wednesday, June 30, 2021 10:00 AM
To: Planning
Subject: Property Owner Response
Attachments: 20210630_100005.jpg

To whom it may concern,

Property owners: Karen & Edwin Guzman
Address: 5009 Daymon Ct. Hutto, TX 78634
Project name: PUD zoning ordinance amendment request for the property known as Aspen Heights PUD on FM 1660 South.
Public hearing date: July 6th, 2021

We object because that area floods at the bare minimum sign of rain, traffic is awful, condition of the road is the worst, especially, after the snow storm. If these issues can't be handled with the current traffic/population, I can't imagine what would happen if these houses are built.

Thank you,

Karen & Edwin Guzman

Sent from my Verizon, Samsung Galaxy smartphone

Angel Kavanaugh

From:
Sent: Tuesday, July 6, 2021 3:00 PM
To: Planning
Subject: Aspen Heights Planned Unit Development

Shiryl White
205 Creek Ledge Drive, Hutto, TX

I OBJECT

ASPEN HEIGHTS

PLANNED UNIT DEVELOPMENT

Hutto, Texas

ASPEN HEIGHTS PLANNED UNIT DEVELOPMENT

The proposed development of the Farley tract on FM 1660 known as Aspen Heights Hutto is intended to be a new neighborhood of single-family rental homes that promotes a lifestyle of a community where individuals and families can live, work and play. Our guiding principles of our Planned Unit Development reflect a strong connectivity to the adjacent single-family neighborhood to the north and Farley Middle School to the south. The Aspen Heights community will include high quality housing, appealing landscaping, open areas, walking paths and family-oriented amenities.

Aspen Heights Partners is proposing a new, built for rent single-family residential development in Hutto, Texas. The project will consist of 219 two, three, and four-bedroom homes on 36.6 acres located at 9261-9213 FM 1660, Hutto, Texas.

The investment thesis is centered on providing potential residents, unable or unwilling to continue residing in traditional apartment complexes, with a reasonably priced alternative that offers best-in-class amenities and the space and privacy typically associated with purchasing a home.

The Project will be a community of luxury single-family detached rental homes with resort style amenities nestled in Hutto, a northeastern suburb of the rapidly-expanding Austin MSA. The project's two, three, and four-bedroom homes with attached garages will have modern interiors with designer finishes. Granite counters, stainless steel appliances, washer/dryers, custom tile and flooring of luxury vinyl tile and low pile carpet are included in all homes. Touch screen thermostats, energy efficient lighting and high bandwidth cabling are carefully planned in each home. Fully fenced backyards and beautifully landscaped yards enhance the homes.

The Aspen Heights neighborhood will be close to schools, shopping and restaurants. The project neighbors Round Rock, Georgetown, Pflugerville and is less than thirty (30) minutes from Austin and ABIA International airport.



**PROJECT
LOCATION**

1. General Provisions

1.1 Definitions

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

1.2 Property

This Plan covers approximately 36.624 acres of land, located within the City of Hutto, Texas, and more particularly described in Exhibit "A".

1.3 Purpose

The purpose of this Plan is to ensure a PUD that: 1) provides a lower density, 219 units, than is allowed by the zoning code, 288-500 units, 2) is in harmony with the Hutto 2040 Comprehensive Plan, as amended, which will create a new housing option to meet the population growth curve of Hutto, 3) creates a transition zone between the single-family neighborhood to the north and the commercial to the south which will not negatively affect the traffic conditions. Public streets encourage pedestrian and bicycle travel, while keeping safety to the highest level. 4) provides a large 4-acre park setting along 1660 which enhances the visual appearance of the highway, while creating an outdoor area for our residents with hiking trails, benches, meadows and lawn for gatherings and socializing. Internal to the site, we have distributed numerous pocket parks, a playground for children, a centralized open space for our amenity pavilion, pool and games area. The plan provides and enhances connectivity for the adjoining neighborhood to the north for access to schools, parks and shopping. 5) is adequately provisioned by essential public facilities and services, and 6) will consist of single and two-story modern farmhouse units that will provide a sense of community while keeping scale and massing in concert with the adjoining neighborhood.

1.4 Applicability of City Ordinances

1.4.1 Zoning Ordinance

All aspects not specifically covered by this Plan shall be regulated by the SF-2 zoning district, as amended. If there is a conflict between this Plan and Code, this Plan shall supersede the specifics conflicting provisions of the Code.

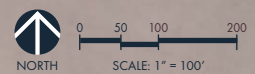
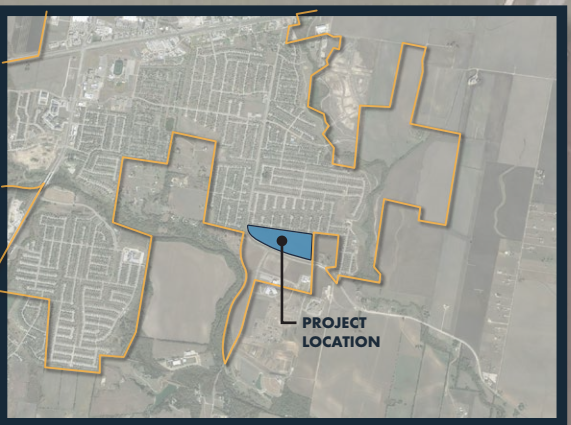
1.4.2 Other Ordinances

All other Ordinances within the Code, as applicable and amended, shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Plan shall control.

EXHIBIT A: PRELIMINARY SITE PLAN



VICINITY MAP



1.5 Project Overview

1.5.1. Purpose of Plan

The purpose of the Plan is to provide a new development of built for rent single-family homes that promote of a lifestyle of community where families can live, work and play.

1.5.2. Concept Plan

This Plan, as depicted in Exhibit "A", shall serve as the Concept Plan for the Project.

1.5.3. Platting and Site Plan

The Property shall be permitted to be platted with multiple single-family detached homes located on one (1) common lot.

1.5.4. Land Use

- (1) The residential housing type shall be single-family detached units on a common lot, with each dwelling unit having a private external entrance, private attached garage and parking and a private yard area.
- (2) A maximum of 219 units shall be allowed.
- (3) A clubhouse/pavilion, swimming pool, children's playground and numerous parks shall be included in the Project.

1.6 Development Standards

1.6.1. Exterior Finish

- (1) The modern farmhouse style shall be 100% horizontally installed or board and batten cement-based siding on all units.
- (2) Cedar shall be limited to accent features.

1.6.2. Garage Door Treatment

- (1) An upgraded garage door defined as a faux wood or wood clad shall be required.
- (2) Garages shall be front load and placed forward of the front façade.
- (3) Garages shall not be more than 50% of the house lineal footage width.

1.6.3. Repetitive Design and Required Elements

- (1) The Project shall have a minimum of twenty-three (23) different elevations which will be placed so that identical elevations are not on adjacent lots or directly across the street.
- (2) Each home will have a functional porch on the front, side or back. Front or side covered porches will be approximately 30-100 square feet and rear or back covered porches will be approximately 80-130 square feet.

1.6.4. Yard and Perimeter Fencing

- (1) Each home shall have a back yard privacy fence constructed of cedar boards, treated wood or metal posts and treated rails.
- (2) Perimeter fencing types are:
 - (a) Wrought iron, steel or aluminum.
 - (b) Cedar boards, treated wood or metal posts, treated rails with dry stacked stone columns.

1.6.5. Building Setbacks

- (1) Setbacks for the common platted lot containing the detached single-family units shall be according to those established for the SF-2 zoning district except as follows;
 - (a) Garage door setback (min) = 20'
 - (b) Rear yard setback (min) = 10'
- (2) All units shall have a minimum of 10' of separation from their foundations.

1.6.6. Parking

- (1) A total of two (2) non-garage parking spaces shall be provided at each unit. Two (2) spaces will be provided in driveway.
- (2) Street guest parking will be provided on one (1) side of the street only.
- (3) A total of 657 non-garage parking spaces will be included on the site (438 spaces in driveways and 219 additional guest spaces in street parking).
- (4) Parking for the clubhouse/pavilion will be provided as required by the Code of Ordinances and the UDC.

EXHIBIT B: PRELIMINARY FENCING PLAN

FENCE POSTS TO BE PLACED BETWEEN EXISTING
WOOD FENCE POSTS – FIELD VERIFY EACH LOCATION

- 5' WROUGHT IRON POOL FENCING
- 6' WROUGHT IRON PERIMETER FENCING
- 6' HORIZONTAL WOOD FENCE WITH DRY STACK COLUMNS
- 7' HORIZONTAL WOOD PRIVACY FENCE

1.6 Development Standards (Cont.)

1.6.7. Public Streets

- (1) A minimum width of 30' from 'face of curb to face of curb' shall be used for all public streets other than the entry collector.
- (2) Public streets will connect to the existing single-family neighborhood to the north.
- (3) Driveway separation requirements as established in the City of Hutto UDC, Section 10.611.6 may be modified administratively by the Planning Director, but in no instance shall include more than four (4) locations.
- (4) Four (4) points of vehicular access will be provided from the site to a public right-of-way.

1.6.8. Landscape and Bufferyards

- (1) Along the northern and eastern boundaries a low-level bufferyard shall be installed, consisting of;
 - (a) A 10' wide planting area plus a 7' horizontal wooden perimeter fence.
 - (b) Two (2) native tall trees and one (1) native short tree per every fifty (50) linear feet of bufferyard (which shall allow trees to be clustered along lengthy stretches of boundary).
- (2) All homes shall have one (1) native tall tree or two (2) native short trees
- (3) Tree lawn area shall have one (1) native tall tree per 30'-40' of linear public street frontage, including a root barrier detail which will be used in conditions where required trees are located near utility lines.
- (4) Native tall and short trees shall have a trunk a minimum of 2" caliper.
- (5) Planted shrubs shall be a one-gallon container and grow to 2' at maturity.
- (6) Park areas will include a robust landscape plan including larger trees and plants.

1.7 Parkland Dedication

- 1.7.1 Parkland shall be provided by Fee-In-Lieu per the Code of Ordinances and UDC.
- 1.7.2 In addition to the Fee-In-Lieu of parkland, an internal network of amenities will be provided which will include: clubhouse/pavilion, children's playground, swimming pool, dog park and walking trails around the park/dry detention areas.
- 1.7.3 The Plan will provide approximately six (6) acres of common open area throughout the site. These common open areas include: park/dry detention areas, a clubhouse/amenity area, two (2) pocket parks and a children's playground.

1.8 Changes to the Development Plan

1.8.1. Minor Changes

Minor changes (10%) to the Plan which do not substantially and adversely change this Plan may be approved administratively, if approved in writing by Development Services and the City Attorney.

1.8.2. Major Changes

All changes not permitted above shall be resubmitted following the same procedure required by the original PUD application.

EXHIBIT C: METES AND BOUNDS

A METES AND BOUNDS DESCRIPTION OF A 36.624 ACRE TRACT OF LAND

BEING a 36.624 acre (1,595,340 square feet) tract of land situated in the William Gatlin Survey No. 23, Abstract No. 271, City of Hutto, Williamson County, Texas; and being a portion of a tract called 40.846 acres in instrument to Stuart Gregory Farley recorded in Document No. 2006032605 of the Official Public Records of Williamson County; said 40.846 acres being the same tract described by metes and bounds in Document No. 2003028462 of the Official Public Records of Williamson County; and being more particularly described as follows:

BEGINNING at a Type II TxDOT right-of-way monument found on the easterly boundary F.M. 1660 (variable width public right-of-way) and the southerly boundary of Lot 7, Block H of Glenwood Subdivision Phase One, plat of which is recorded in Document No. 2003022092 of the Official Public Records of Williamson County, marking the northeast corner of that certain 4.2031 acre Parcel 01 described in Lis Pendens as The State of Texas vs. Stuart Gregory Farley, recorded in Document No. 201602005 of the Official Public Records of Travis County, and marking the northwest corner of the herein described tract;

THENCE, South 82°37'17" East, 2312.18 feet along the southerly boundary of said Glenwood Subdivision Phase One to a 1/2-inch iron rod (w/cap stamped "AMERI SURVEYORS") found on the southerly boundary of Lot 26, Block F of Glenwood Subdivision Phase 2A, plat of which is recorded in Document No. 200500945 of the Official Public Records of Williamson County, marking the northwest corner of that certain 16.813 acre tract described in instrument to Francisco J. and Martha G. Perez, recorded in Document No. 2015079930 of the Official Public Records of Williamson County, and marking the northeast corner of the herein described tract;

THENCE, South 07°57'03" West; at 628.68 feet passing the northwest corner of that certain 0.623 acre tract described in instrument to Williamson County Emergency Services #3, recorded in Document No. 2005001732 of the Official Public Records of Williamson County; continuing for a total distance of 929.99 feet to a 1/2-inch iron rod (w/cap stamped "KHA") set on the northeasterly right-of-way line of aforesaid F.M. 1660 marking the southern-most northeast corner of aforesaid 4.2031 acre Parcel 01, and marking the southeast corner of the herein described tract;

THENCE, over and across the aforesaid 40.846 acre tract, and along the northeasterly right-of-way line of said F.M. 1660, same being the northeasterly boundary of the said 4.2031 acre tract, the following ten (10) courses and distances:

1. North 75°35'21" West 5.67 feet to a Type II TxDOT right-of-way monument found for corner;
2. South 56°06'46" West 33.26 feet to a Type II TxDOT right-of-way monument found for corner;
3. North 75°35'21" West 569.11 feet to a Type II TxDOT right-of-way monument found at a point of curvature;
4. in a northwesterly direction along a tangent curve to the right having a central angel of 10°18'00", a radius of 1415.00 feet, a long chord bearing and distance of North 70°26'21" West, 254.03 feet, and a total arc length of 254.37 feet to a Type II TxDOT right-of-way monument found at a point of tangency;
5. North 65°17'21" West; at 3.59 feet passing a found 1/2-inch iron rod (w/green plastic cap); continuing for a total distance of 614.73 feet to a Type II TxDOT right-of-way monument found for corner;
6. North 20°17'21" West 35.36 feet to a Type II TxDOT right-of-way monument found for corner;
7. North 65°17'21" West 70.00 feet to a Type II TxDOT right-of-way monument found for corner;
8. South 69°42'39" West 35.36 feet to a Type II TxDOT right-of-way monument found for corner;
9. North 65°17'21" West 304.17 feet to a 1/2-inch iron rod (w/cap stamped "KHA") set at a point of curvature;
10. in a northwesterly direction along a tangent curve to the right having a central angel of 61°15'35", a radius of 685.00 feet, a long chord bearing and distance of North 34°39'33" West 698.00 feet, and a total arc length of 732.39 feet to the **POINT OF BEGINNING** and containing 36.624 acres of land in Williamson County, Texas.

The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



EXHIBIT OF
36.624 ACRES OF LAND
WILLIAM GATLIN SURVEY No. 23,
ABSTRACT No. 271, CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS.

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	10/19/2020	069241808	1 OF 2

EXHIBIT D: SURVEY

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



GEODETIC BASIS STATEMENT: The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the GRID. The unit of linear measurement is U.S. Survey Feet.

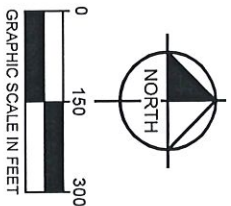
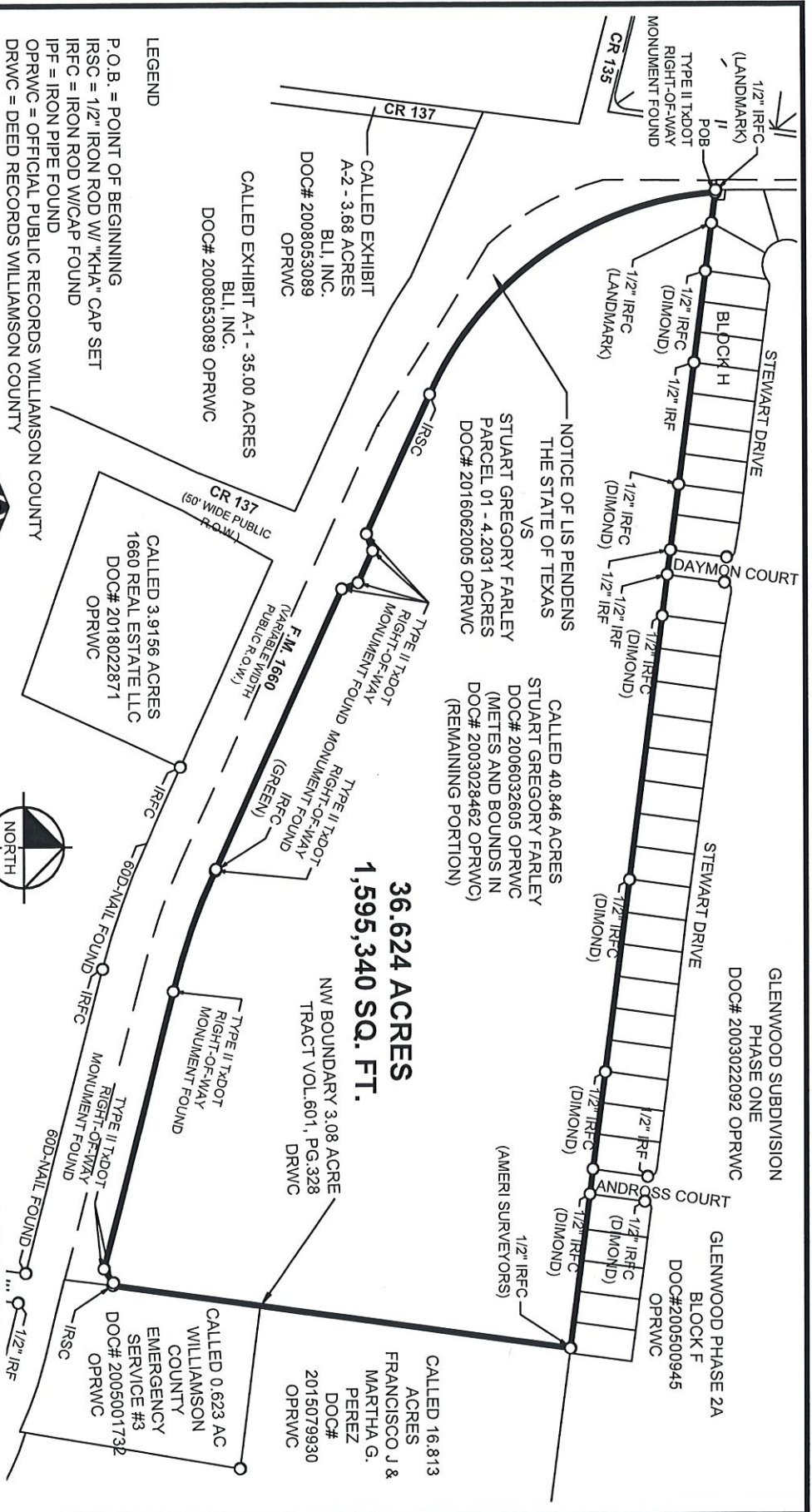


EXHIBIT OF
36.624 ACRES OF LAND
WILLIAM GATLIN SURVEY No. 23,
ABSTRACT No. 271, CITY OF HUTTO,
WILLIAMSON COUNTY, TEXAS.

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240
Scale: 1" = 300' Drawn by: MAV Checked by: JGM Date: 10/19/2020 Project No.: 069241808 Sheet No.: 2 OF 2

LEGEND
P.O.B. = POINT OF BEGINNING
IRSC = 1/2" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IPF = IRON PIPE FOUND
OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
DRWC = DEED RECORDS WILLIAMSON COUNTY



GLENWOOD SUBDIVISION
PHASE ONE
DOC# 2003022092 OPRWC

GLENWOOD PHASE 2A
BLOCK F
DOC# 200500945
OPRWC

NOTICE OF LIS PENDENS
VS
STUART GREGORY FARLEY
PARCEL 01 - 4.2031 ACRES
DOC# 2016062005 OPRWC

CALLLED 40.846 ACRES
STUART GREGORY FARLEY
DOC# 2006032605 OPRWC
(METES AND BOUNDS IN
DOC# 2003028462 OPRWC)
(REMAINING PORTION)

36.624 ACRES
1,595,340 SQ. FT.

NW BOUNDARY 3.08 ACRE
TRACT VOL. 601, PG. 328
DRWC

CALLLED 16.813
ACRES
FRANCISCO J &
MARTHA G.
PEREZ
DOC#
2015079930
OPRWC

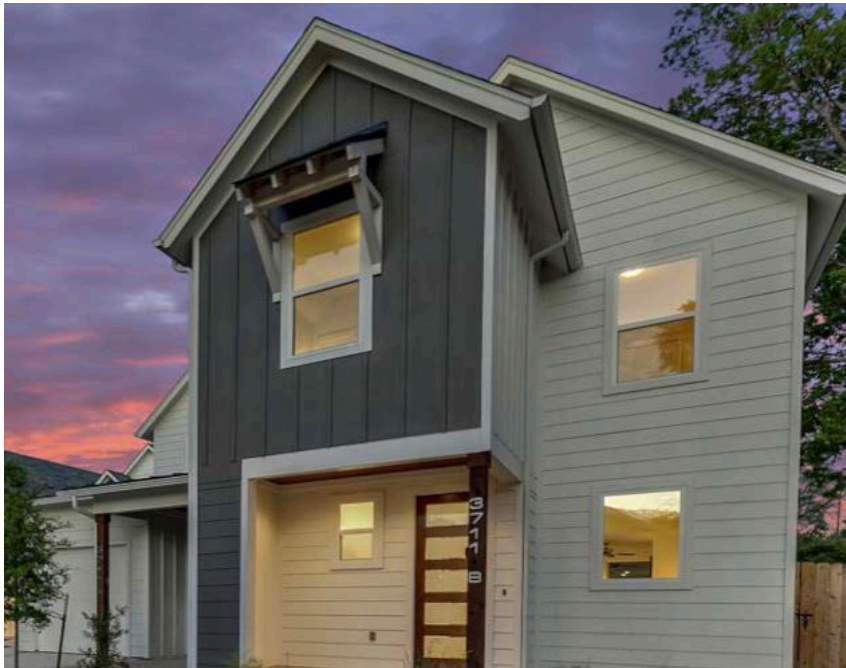
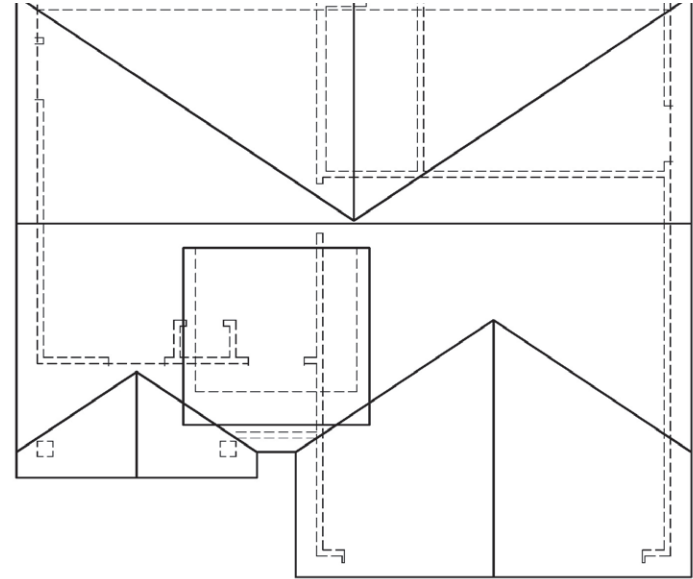
CALLLED 0.623 AC
WILLIAMSON
COUNTY
EMERGENCY
SERVICE #3
DOC# 2005001732
OPRWC

CALLLED 3.9156 ACRES
1660 REAL ESTATE LLC
DOC# 2018022871
OPRWC

CALLLED EXHIBIT A-1 - 35.00 ACRES
B.L. INC.
DOC# 2008053089 OPRWC

CALLLED EXHIBIT
A-2 - 3.68 ACRES
B.L. INC.
DOC# 2008053089
OPRWC

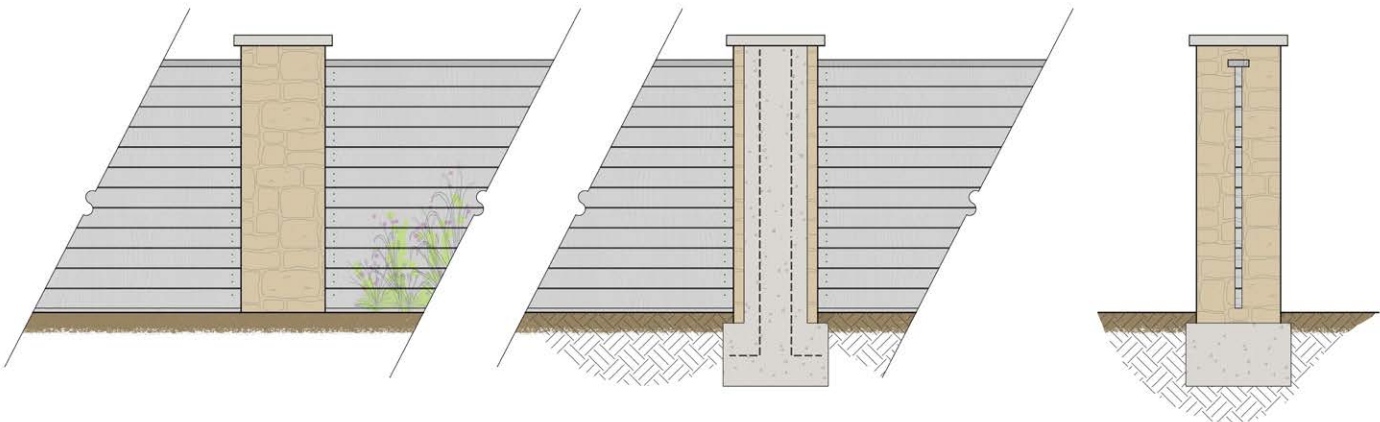
EXHIBIT E: ARCHITECTURAL EXAMPLES



**'A' Elevation
Plan 1
Sketch 1206**

NOTE: These images are representative of the exterior architectural materials only.

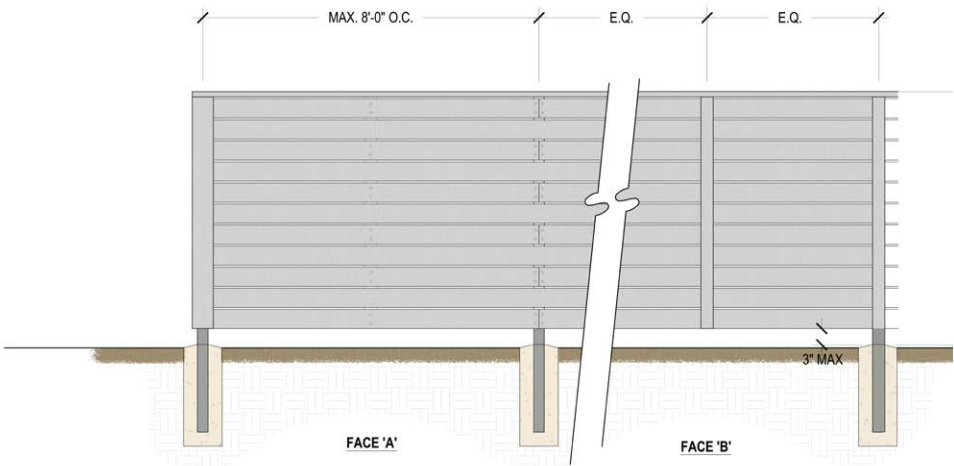
EXHIBIT F: CONCEPTUAL PERIMETER FENCING



 HORIZONTAL WOOD FENCE W/ STONE COLUMN

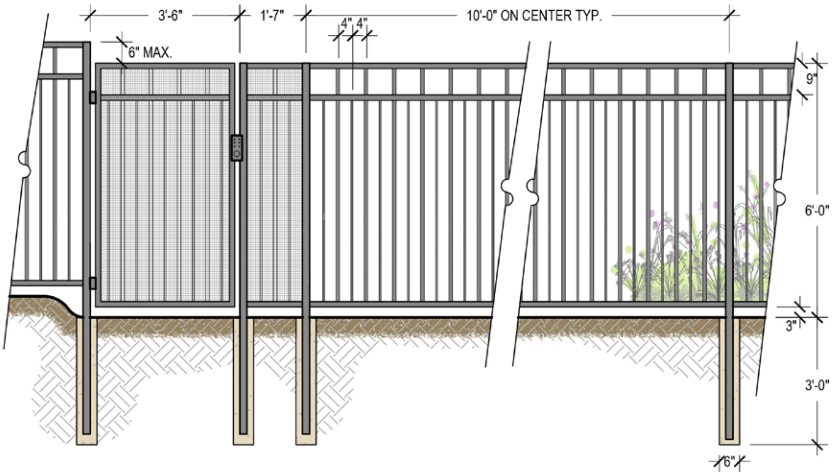
NOTE: Dry stack stone columns to be spaced every ±80'. All wood to be stained grey.

SCALE: 1/2" = 1'-0"



- NOTES:
- 1. All wood to be stained grey.
 - 2. Fence posts to be placed between existing wood fence posts - field verify each location.

 WOOD SCREENING FENCE

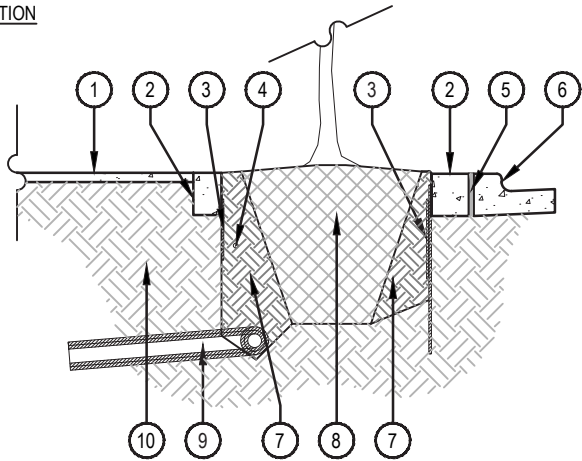


- NOTES:
- 1. Metal pool fence to be 5' HT.
 - 2. Metal perimeter fence to be 6' HT.

 METAL FENCE

EXHIBIT G: CONCEPTUAL TREE ROOT BARRIER DETAIL

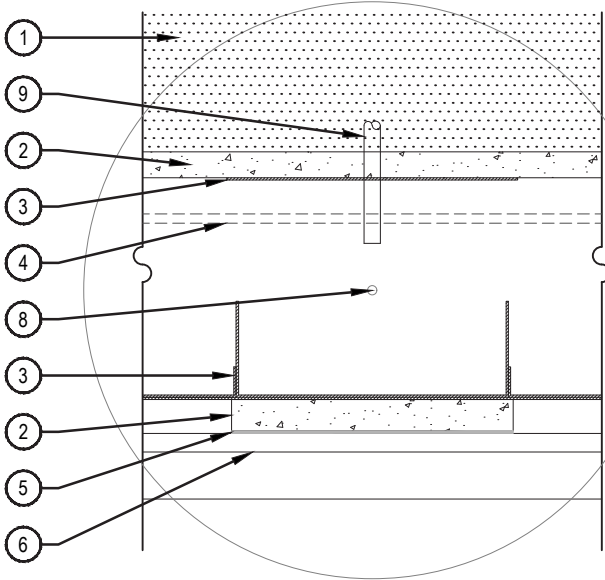
SECTION



NOTES:

- 1. TREE WELLS SHALL NOT CONFLICT WITH EXISTING OR PROPOSED WATER OR WASTEWATER LINES AND SHALL NOT BE INSTALLED WITHIN A MINIMUM HORIZONTAL DISTANCE OF 900mm (36") FROM THE OUTSIDE OF ANY PUBLIC OR PRIVATE UTILITY LINE OR APPURTENANCE.

PLAN



- ① ADJACENT CONCRETE WALK
- ② PC CONCRETE BEAM
- ③ GEOTEXTILE / BENTONITE CLAY WATERPROOFING MEMBRANE. UB 48-2 TYPE ROOT BARRIER LOCATED ALONG RIVERSIDE FOR ENTIRE PLANTING ZONE. REF. CIVIL FOR SPECS. AND LOCATION OF 1/4" STEEL PLATE ROOT BARRIER TO PROTECT STORM INLET.
- ④ IRRIGATION
- ⑤ ISOLATION JOINT
- ⑥ CURB AND GUTTER, REF. CIVIL PLANS
- ⑦ AMENDED PLANTING SOIL PER CITY OF AUSTIN SPECIFICATIONS
- ⑧ ROOTBALL AND VEGETATION
- ⑨ DRAINAGE LINE
- ⑩ COMPACTED SUBGRADE, PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS

ROOT BARRIER PLAN AND SECTION

SCALE: 1/2" = 1'-0"

EXHIBIT H: CONCEPTUAL POND TRAIL PLAN



NOTE: These images are representative of design intent.

EXHIBIT I: STREET SECTION | PUBLIC ENTRY DRIVE

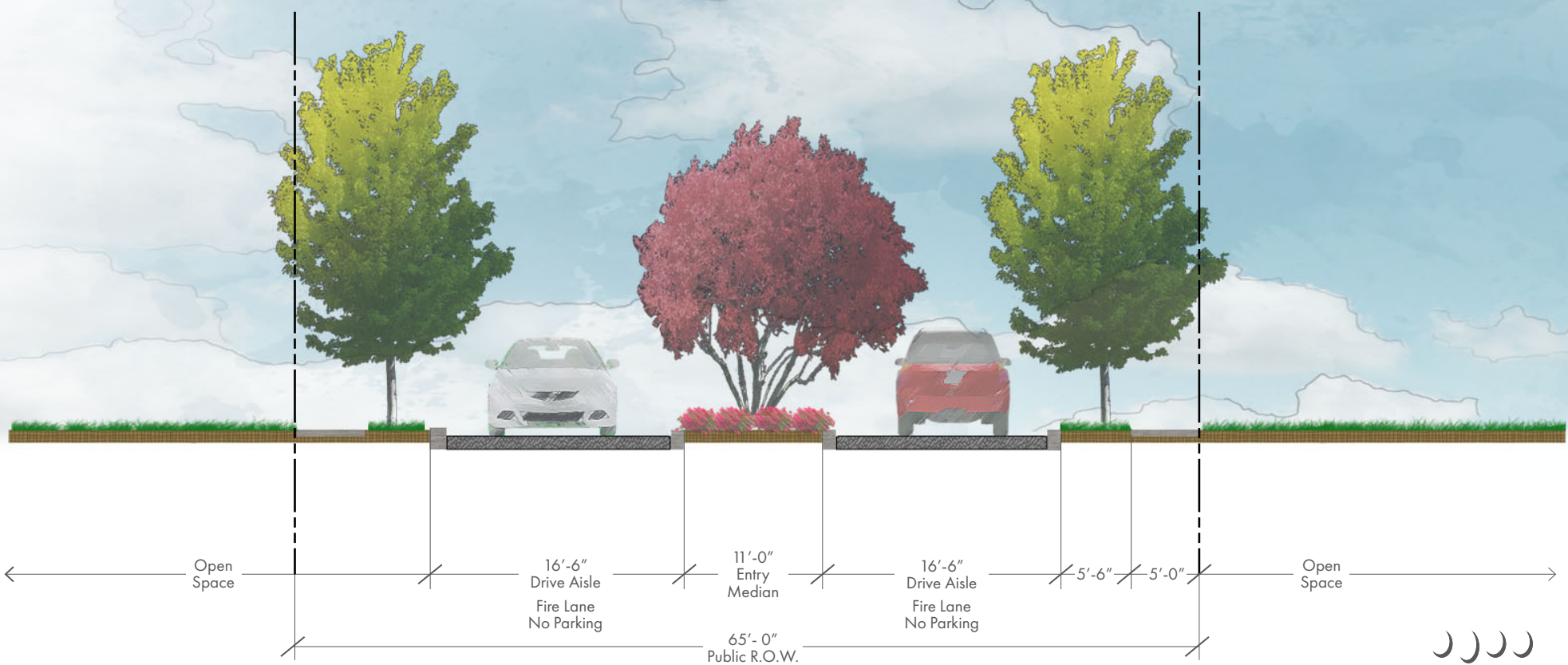
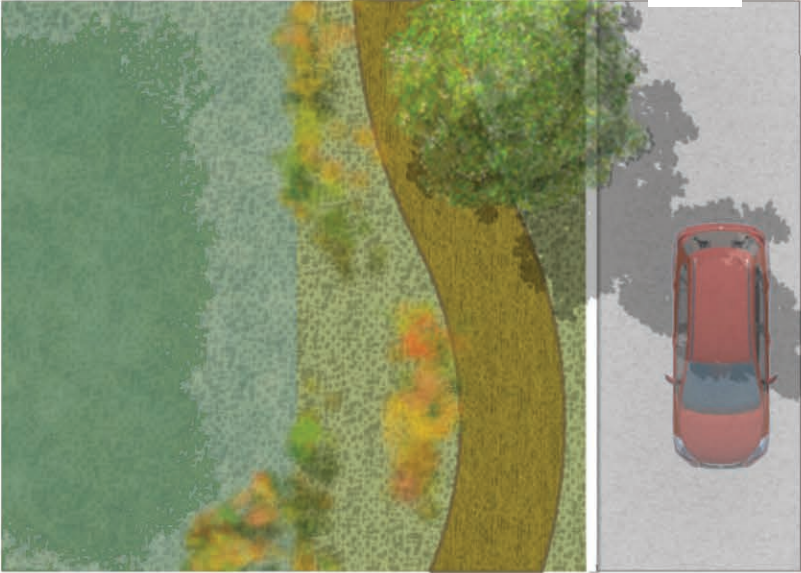
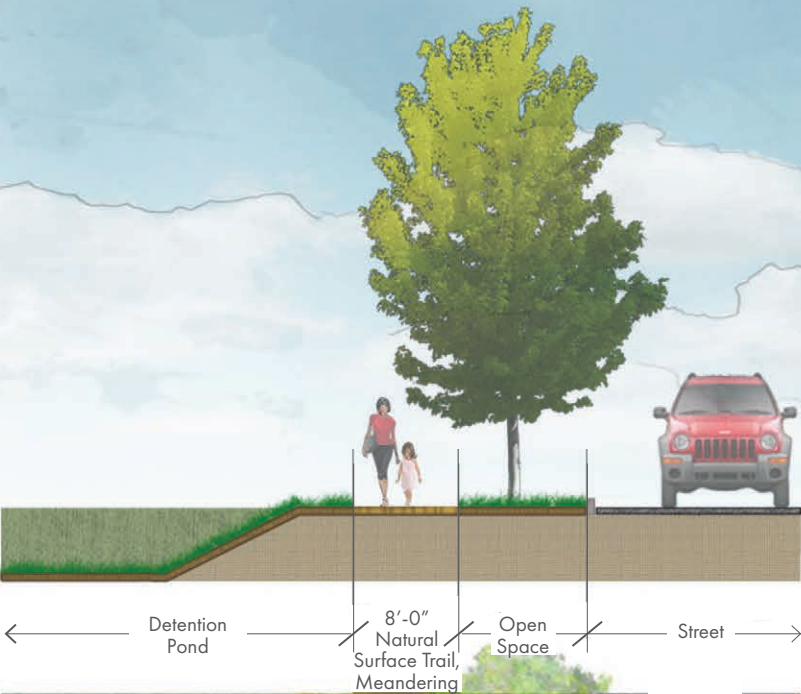


EXHIBIT J: STREET SECTION | PUBLIC STREET



EXHIBIT K: STREET SECTION | POND TRAIL



TYPICAL UTILITY LOCATION

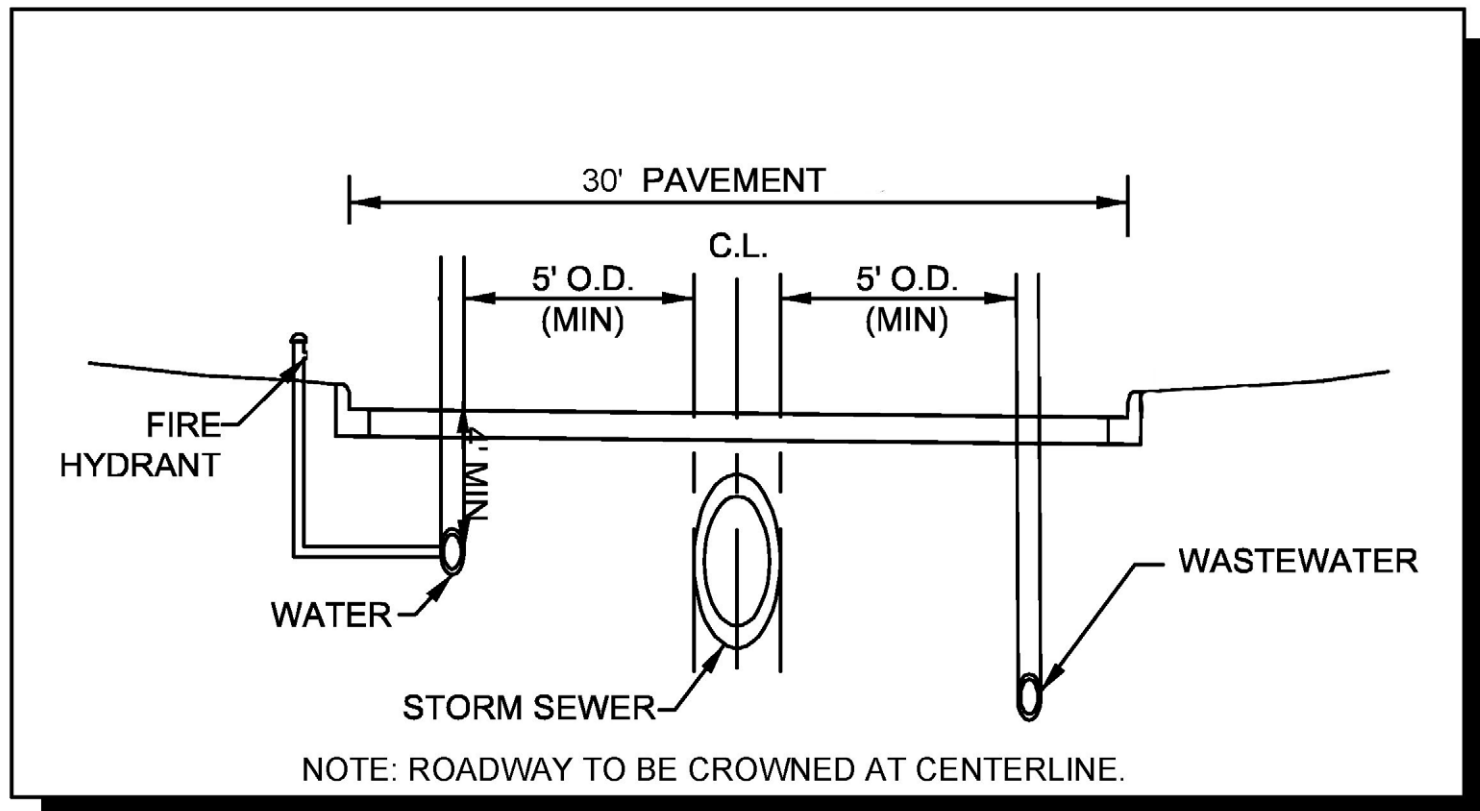


EXHIBIT M: CONCEPTUAL ENTRY ELEMENTS



PRIMARY ENTRY SIGN



DSS30
(Formerly DSS1)

Patent pending



DSS20
(Formerly DSS2)

Patent pending

ENTRY POLE LIGHT

EXHIBIT N: CONCEPTUAL AMENITIES



June 18, 2021

Ashby Grundman
Director of City Planning
City of Hutto
500 West Live Oak St.
Hutto, TX 78634

Via Electronic Submittal

Re: Application for Rezoning- UPDATE; 36 acres located northside of County Road (CR) 137 & FM 1660, Hutto, TX 78634; a portion of WCAD parcel R330331 (the “Property”)

Dear Mr. Grundman:

As representatives of the owner of the above stated Property we respectfully submit the attached update for rezoning to a Planned Unit Development (PUD). After discussions with staff and Commission, the PUD application has updated to include the following changes to be compliant with the City of Hutto Unified Development Code (UDC):

- Full vehicular and pedestrian connectivity from Andross Ct and Daymon Ct has been provided to the development to connect to FM 1660. This will provide full access for the Glenwood residents to walk or drive to Ray Elementary and Farley Middle School to the south of the development, where they otherwise would have had to connect along FM 1660. Additionally, the Vic Stern Fire Station will be able to access the Glenwood neighborhood more efficiently through the site. Please see attached connectivity exhibit.
- 5’ sidewalks on both sides of the public roads internal to the site have been provided.
- The homes have been set back to accommodate additional parking in the driveway for guest parking.
- Garage width, exceeding 50% of the building frontage, have been removed.
- 23 elevation variations will be provided.

In addition to the updates made to comply with the UDC above, additional measures have been provided to increase the superiority of the project as outlined below:

Proposed Superiority	Justification
Under the City of Hutto UDC, amenities are not required. An internal, private network of amenities will be provided within the residential area and will include the following amenities: • Clubhouse/ pavilion • Children’s play scape • Swimming pool • Dog park • Internal trail system	• To instill a sense of community and encourage interaction between residents. • To provide on-site outdoor activities so residents do not have to leave the development to enjoy the outdoors for relaxation or exercise.

Common Open space is not required in the SF district in the City of Hutto UDC. The development will provide 6 acres of common open space throughout the site, in addition to paying a fee-in-lieu for parkland .	• To provide outdoor space for the residents to enjoy without leaving the neighborhood.
--	---

Thank you for your time and attention on this rezoning application. Please feel free to reach out with any questions or additional information.

Very truly yours,

T.C. Selman

Connectivity Exhibit



AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-044 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-047 amending section 2.02.003 of the Hutto City Code to provide for resignation procedures for members of City boards and commissions, establish the date a vacancy is created in the event of a resignation, and modify the nomination procedures for City boards and commissions. (Councilmember Gordon). (First Reading)
Meeting: Thursday, August 5, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Ordinance Amending Article 2.02 Boards Commissions and Authorities 8.5.21 A

ORDINANCE NO. O-2021-047

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 2.02, DIVISION 1, SECTION 2.02.003 OF THE CITY OF HUTTO'S CODE OF ORDINANCES TO MODIFY THE APPOINTMENT PROCEDURES AND PROVIDE FOR RESIGNATION PROCEDURES FOR MEMBERS OF CITY BOARDS AND COMMISSIONS, ESTABLISH THE DATE A VACANCY IS CREATED IN THE EVENT OF A RESIGNATION; AND PROVIDING FOR EFFECTIVE DATE, PUBLICATION, SEVERABILITY, REPEAL, OPEN MEETINGS CLAUSE, AND ENACTMENT.

WHEREAS, the City Council of the City of Hutto desires to modify the appointment procedures and provide for resignation procedures for members of City boards and commissions, establish the date a vacancy is created in the event of a resignation for City boards and commissions; and

WHEREAS, the City Council finds it necessary to modify City ordinances in order to accomplish these purposes.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

That Chapter 2, Article 2.02, Division 1, Section 2.02.003 of the Code of Ordinances of the City of Hutto, is hereby amended to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in *Attachment "A"*.

3. REPEALER

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

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ and **APPROVED** on the first reading this the **5th** day of **August 2021**.

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 the first reading of this **5th** day of **August, 2021** at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

By: _____
Holly Nagy, City Secretary

(SEAL)

Attachment "A"

ARTICLE 2.02 BOARDS, COMMISSIONS AND AUTHORITIES

Division 1. Generally

Sec. 2.02.003 Appointments; vacancies; resignations

(a) After receiving the recommendation of the nominating committee, [T]the city council shall make annual appointments to the boards, commissions and corporation boards as terms expire of each year. If vacancies occur other than by expiration of a term, the nominating committee shall recommend, and the city council shall appoint a member to fill the remainder of the vacated term. When a vacancy occurs, the nominating committee [the councilmember occupying a city council place corresponding to the place number for a board, commission or corporation board] shall review applications for appointment and recommend an individual for city council approval not later than the date of the second regular city council meeting after the vacancy occurs, or as soon thereafter as practicable. [If a councilmember does not recommend an individual for city council approval as provided for in this subsection or if the office is vacant at the time the vacancy occurs, any councilmember may recommend an individual for city council approval.] Each member currently occupying a board, commission or corporation board position shall be assigned a place number pursuant to the chart attached as exhibit A to Ordinance O-18-07-05-8B. For boards and commission where the number of members is increased pursuant to this section the new positions shall be assigned a place number. Terms of board and commission members and corporation directors shall be altered and established pursuant to the notation on the attached exhibit A to Ordinance O-18-07-05-8B. Certain terms expiring in 2019 are reduced and will expire June 30, 2019. The nominating committee shall consist of three (3) city council members each appointed to a one-year term.

(b) The chair and vice-chair for each city board, commission, or corporation shall be elected from the membership of the board or commission by an affirmative majority vote of the members. The city council will appoint the chair and/or vice-chair if:

- (1) The board or commission cannot agree by majority vote amongst themselves by the end of the 2nd regularly scheduled meeting of the board or commission; or
- (2) The chair or vice-chair is removed from the board or commission and a successor is not appointed at the next regularly scheduled meeting of the board of commission.

(c) Terms for each board or commission shall consist of staggered terms.

(d) Resignations. A member of a board, commission, or corporation may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the City Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-047 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-120 approving an addendum to the Standard Terms of Engagement between the City of Hutto and Bojorquez Law Firm adding representation of Tax Increment Reinvestment Zone No. 1 for the Hutto Co-Op District; Tax Reinvestment Zone No. 2 and additional Tax Reinvestment Zones that may be created by the City and authorizing the Mayor to sign the agreement. (City Attorney - D. Palumbo)
Meeting: Thursday, August 5, 2021
Department: Legal
Staff Contact: Cristian Rosas-Grillet

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

TAX INCREMENT FINANCING ACT REPORTING FORMS

New Tax Increment Financing Zone

A municipality or county that designates a tax increment reinvestment zone is required in Texas Tax Code, Section 311.019 to deliver the following information to the Comptroller's office before April 1 of the year following the year in which the zone is designated:

- Form 50-807, New Tax Increment Reinvestment Zone (PDF), and
- a copy of each project plan and reinvestment zone financing plan adopted (including any later amendments and modifications).

Annual Reporting Requirement for Tax Increment Financing Zones

The Tax Increment Financing Act requires all cities or counties that designate a tax increment reinvestment zone to file an annual report with the Comptroller's office and the chief executive officer of each taxing unit that levies property taxes on real property in a reinvestment zone. The report must include:

- the amount and source of revenue in the tax increment fund established for the zone;
- the amount and purpose of expenditures from the fund;
- the amount of principal and interest due on outstanding bonded indebtedness;
- the tax increment base and current captured appraised value retained by the zone; and
- the captured appraised value shared by the municipality or county and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality or county.

AGENDA ITEM REPORT



The Comptroller's office also may ask for any other information required to determine the use of tax increment reinvestment zones and economic development in the state.

The following form is to be submitted on or before the 150th day following the end of the city's fiscal year. The governing body must produce an annual report on the status of the zone and send a copy to the Comptroller. The annual report must be accompanied by Comptroller form 50-806.

From a best practice perspective, it is highly recommended that cities submit all documentation immediately rather than waiting the 150 days. This minimizes lost paperwork and helps the Comptroller office connect each zone's creation filings to the annual reports.

- Form 50-806, Annual Report by Municipality or County (PDF)

The Comptroller's office will use this information to compile the tax increment reinvestment zone registry biennial report for delivery to the legislature and governor.

The Co-OP SAP has the TIRZ reimbursement calculated in, so the Board needs to meet and account for that transfer of the funds. The City and the County put in the increment and the increment is used to buy down the PID assessment.

Then the Board should meet and approve the annual report.

Members of the Council are allowed by state law to serve on the TIRZ Board.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021- Hutto Resolution Approving TIRZ representation
2. Hutto - Addendum to STE- TIRZ (7-8-21)

RESOLUTION NO. R-2021-120

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN ADDENDUM TO STANDARD TERMS OF ENGAGEMENT BETWEEN THE CITY OF HUTTO AND THE BOJORQUEZ LAW FIRM ADDING REPRESENTATION OF TAX INCREMENT REINVESTMENT ZONE NO. 1 FOR THE HUTTO CO-OP DISTRICT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve an addendum to the Standard Terms of Engagement between the City of Hutto and Bojorquez Law Firm, and authorize the Mayor to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

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

SECTION 2: The Hutto City Council hereby approves and authorizes the Mayor to execute the addendum to the Standard Terms of Engagement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 5th day of August, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

11675 Jollyville Road
Suite 300
Austin, Texas 78759



Phone: (512) 250-0411
Fax: (512) 250-0749
TexasMunicipalLawyers.com

July 8, 2021

Mike Snyder
Mayor
City of Hutto
Via Email: mike.snyder@huttotx.gov

REGARDING: **Related Entities: Tax Increment Reinvestment Zone (TIRZ)
No.1 for the Hutto Co-Op District**
Addendum to Standard Terms of Engagement

Mayor Snyder:

I am pleased to provide you with this Addendum to the current *Standard Terms of Engagement* retaining our firm to serve as *City Attorney* for the City of Hutto.

The City Council hereby acknowledges our firm's full and complete disclosure of the potential for Conflicts of Interest to arise and the possibility of disclosing *Confidential / Attorney-Client Privileged* information or *Attorney Work Product* in the course of our communications with people who operate in varied capacities for the City of Hutto and Tax Increment Reinvestment Zone (TIRZ) No.1 for the Hutto Co-Op District. The City Council hereby provides its consent for our firm to proceed with its efforts to evaluate the legal status of the Tax Increment Reinvestment Zone (TIRZ) No.1 for the Hutto Co-Op District, provide legal advice and determine the nature of any pending contractual obligations between the City of Hutto and the Tax Increment Reinvestment Zone (TIRZ) No.1 for the Hutto Co-Op District.

If the City finds this acceptable, please acknowledge by counter-signing and returning this Addendum.

Sincerely,

A handwritten signature in blue ink, which appears to read "Alan Bojorquez". Below the signature, the name "Alan Bojorquez" is printed in a black, sans-serif font.

Mike Snyder, Mayor
City of Hutto

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-125 approving the first amended and restated bylaws of the Hutto Economic Development Corporation, Type A; providing for severability; and providing an effective date.
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. First Amended Restated EDC Type A_Bylaws
2. Res. First Amended Restated EDC Type A_

**FIRST AMENDED AND RESTATED BYLAWS OF THE
HUTTO ECONOMIC DEVELOPMENT CORPORATION**

Effective August 5, 2021

Article I: Powers and Purposes.

Section 1.1: Corporate Identity: Offices. The name of the corporation is the Hutto Economic Development Corporation (the "Corporation"). The principal office of the Corporation shall be at 500 W. Live Oak Street, Hutto, TX 78634. The Corporation may have other offices as the Board of Directors (the "Board") may determine.

Section 1.2: Powers. In order to implement the purposes for which the Corporation was formed, as set forth in its Articles of Incorporation, the Corporation shall have all the authority and powers of every nature and kind whatsoever, both expressed and implied, which are authorized or permitted by the terms of the Development Corporation Act of 1979, Chapters 501-507 of the Local Government Code, as amended (the "Act").

- (a) The Corporation shall have and may exercise each power and authority enumerated in the Act as if such power and authority were specifically set forth herein; provided the Corporation is a "Type A Corporation" as defined in the Act, shall be governed primarily by Chapter 504 of the Local Government Code and in the event of a conflict between any term or provision of Chapter 504 of the Act and any other term or provision of the Act, Chapter 504 of the Local Government Code shall govern and prevail.
- (b) The Corporation shall have the power and authority to undertake any lawful action not inconsistent with the Act and it shall promote economic development benefitting the City of Hutto, Texas (the "City"), including without limitation projects which facilitate manufacturing and industrial activity, and which contribute to the economic welfare of the City.
- (c) The powers of the Corporation shall include the authority to contract and be contracted with, and absent a conflict with Chapter 504 of the Local Government Code, the power to purchase, lease, sell and mortgage real estate, and to issue obligations for or otherwise finance all or part of the cost of one or more "Projects" as defined by the Act.

Section 1.3: Annual Corporate Budget. At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year.

- (a) The budget shall contain such classifications as shall be in such format as may be prescribed from time to time by Board of Directors of the Corporation.

- (b) Classifications of expenditures within the budget that are designated as routine ("R") (i.e., items such as salaries, multi-year contractual obligations, debt service payments, routine business expenses, etc.) are authorized for expenditure by the City Council approving the budget in accordance with Texas Local Government Code Section 501.073(a).
- (c) Classifications of expenditures within the budget that are designated as discretionary (D) (i.e., items such as allocations of unencumbered funds for use in future incentive, performance or funding agreements) are appropriated by the City Council approving the budget but any expenditure of such funds must be subsequently approved by the City Council in connection with the specifically identified use or expenditure.
- (d) The Corporation's fiscal year shall start on October 1 and end on September 30th of the following calendar year and may be changed or amended by action of the Board with approval by the City Council.

Section 1.4: Books and Records: Review of Financial Statements. The Corporation shall keep correct and complete books and records of all accounts and shall keep minutes of the proceedings of its Board and committees having any of the authority of the Board.

- (a) All books and records of the Corporation may be inspected by any director, or his or her agent, any attorney representing the Corporation, any member of the City Council, and the City Manager, or such designee as the City Manager so designates, at a mutually reasonable time for the parties involved.
- (b) The books, records, accounts and financial statements may be maintained for the Corporation by the staff of the City, subject to approval by the Board and City Council, and if so, the Corporation shall pay the City reasonable compensation for such services pursuant to an agreement between the parties.

Section 1.5: Powers in General. The Corporation may exercise all powers granted under the Act consistent with its Certificate of Formation, these amended bylaws and the resolutions and ordinances of the City Council.

ARTICLE II: Board of Directors.

Section 2.1: Appointment, Powers, Number and Term of Office. The Board of Directors (the "Board") shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Certificate of Formation, and these amended Bylaws.

- (a) The Board shall consist of seven (7) members, with one (1) Director to be nominated by each of the Mayor and by the members of the Hutto City Council

(i.e., each appoints a director). The term of each directorship shall be a two (2) year term. The Board of Directors' terms shall be staggered such that:

- (i) Directors appointed by the Mayor and by the members of the Hutto City Council serving in Place 1, Place 3 and Place 5 shall have terms that end in June of odd-numbered years; and,
 - (ii) Directors appointed by the members of the Hutto City Council serving in Place 2, Place 4 and Place 6 shall have terms that end in June of even-numbered years.
- (b) Each director shall serve until such director's successor has been duly appointed and qualified, or until such time that any director, or all directors, may be removed from office at any time by majority vote of the City Council, for cause or at will.
 - (c) Any vacancy occurring on the Board shall be filled by appointment by majority vote of the City Council.
 - (d) Those directors filling vacancies shall serve out the term of the seat they are filling. In the event any member of the Board's term expires, but is not yet replaced, such member shall continue serving in the position until a replacement is appointed or removed by action of the City Council.
 - (e) No member of the City Council also serving on the Board shall also serve as an officer of the corporation or have signature authority for the corporation.

Section 2.2: Meetings of the Directors in General. The Board shall meet at least once each month and any member of the Board may request that an item be placed on the agenda by providing same in writing, to the Chairman no later than ten (10) days prior to the date of the Board meeting.

- (a) The Board may hold its meeting at any place authorized by the Act and as the Board may from time to time determine; provided that in the absence of any such determination by the Board, the meeting shall be held at the principal office of the Corporation or at the City Council Chambers of the City.
- (b) The Board shall conduct its meetings in accordance with the Act and the Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act").

Section 2.3: Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board. Notice of regular meetings need not be given to each Director, but public notice of each meeting shall be given in the manner prescribed by law.

Section 2.4: Special Meetings. Special meetings of the Board shall be held whenever called by the Chairman, by the Secretary or by a majority of the Directors then in office, upon advice of the Corporation's General Counsel or by request of the City Council.

- (a) The Chairman or his/her designee shall give or cause public notice to be given of each special meeting.
- (b) Special notice of each special meeting shall also be given to each Director either by mail, telephone, electronically or in person at least two (2) hours before the meeting, provided that conducting such a special meeting within that timeframe complies with the requirements of the Open Meetings Act.
- (c) Notice required by law to be given to any other person or entity shall be given in the manner prescribed by law.
- (d) Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting.

Section 2.5: Quorum. A majority of the Directors fixed by these Bylaws shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation.

- (a) The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law.
- (b) A record vote shall be taken on any matter before the Board and that record vote will become a part of the minutes.

Section 2.6: Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order from time to time as the Board may determine.

Section 2.7: Compensation of Directors. Directors shall not receive any compensation for their services as Directors except that they may, upon request, be reimbursed for their actual expenses incurred in the performance of their official duties. Such requests for reimbursement shall be reviewed and approved by the Board.

Section 2.8 Meetings by Teleconference or Electronic Communication. Subject to any notice requirements in these Bylaws or pursuant to the Act, and provided that such form of meeting is permitted under and is conducted in accordance with the Open Meetings Act, the Board may participate in and hold a meeting of the Board by means of a conference telephone, videoconference or similar communication equipment, the Internet, or any combination thereof that allows all persons participating in the meeting to communicate with one another.

- (a) Participation in such a meeting shall constitute presence in person at such meeting, except where a Director participates in the meeting for express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
- (b) Minutes of any such meeting shall promptly be prepared by the Secretary, circulated to all Directors (whether they participated or not) and placed in the regular records of the Corporation.

Section 2.9: Texas Open Meetings Act and Texas Public Information Act. Meetings of the Board are subject to the Texas Open Meetings Act, Texas Government Code Chapter 551, and the Corporation is subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended.

Article III: Officers.

Section 3.1: Titles and Terms of Office. The Officers of the Corporation shall be a Chairman, a Vice Chairman, a Secretary, and a Treasurer, elected from the Board of Directors and any person may serve in more than one office, except the Chairman shall not also serve as the Secretary.

- (a) The Chairman and each other officer of the Corporation shall be appointed by a majority vote of the directors of the Board then in office and shall serve for a term of two (2) years, or until removed, his/her successor is elected or appointed, or the Board appoints a successor.
- (b) At the Corporation's first regular meeting in June of each year, the Board shall either affirm the then serving officers continuing to serve in their offices, or elect new officers for any position, and has the authority to do so either with or without cause.
- (c) All officers shall be subject to removal from office with or without cause at any time by a majority vote of the Board or City Council members then in office.
- (d) A vacancy in any office shall be filled by majority of the Board of Directors.

Section 3.2: Chairman. The Chairman shall be the Chief Executive Officer of the Corporation, and, subject to the control of the Board, the Chairman shall be in general charge of the properties and affairs of the Corporation.

- (a) The Chairman shall preside at all meetings of the Board in furtherance of the purposes of the Corporation.
- (b) After the Board acts to grant authority pursuant to Section 2.5 above, the Chairman may sign and execute all contracts, conveyances, resolutions,

franchises, bonds, deeds, assignments, notes and other instruments in the name of the Corporation.

- (c) The Chairman shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board.
- (d) The Chairman shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.
- (e) The Chairman shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board may direct, all of which shall during business hours be open to inspection at the principal office of the Corporation.

Section 3.3 Vice-Chairman. The Vice Chairman shall fulfill the duties of the “vice president” of the Corporation as described in the Act, shall have such powers and duties as may be assigned by the Board and shall exercise the powers of the Chairman during the Chairman’s absence or inability to act. Any action taken by the Vice Chairman in the performance of the duties of the Corporation shall be with conclusive evidence of the absence or inability of the Chairman to act at the time such action was taken.

Section 3.4 Secretary. The Secretary shall attest or sign with the Chairman in the Corporation’s name all contracts, conveyances, resolutions, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments of the Corporation.

- (a) The Secretary shall keep or shall cause to be kept the minutes of all meetings of the Board, its committees and those of Executive Sessions in books provided for that purpose.
- (b) The Secretary shall attend to giving and serving notice in furtherance of the Corporation’s purpose.
- (c) The Secretary shall have charge of the corporate books, records, and all records of the securities which the Treasurer shall have the custody, and all such other books and papers as the Board may direct.
- (d) In the absence of the Secretary, the Chairman may appoint any other Board member as Secretary during such absence.

Section 3.5 Treasurer. The Treasurer shall have custody of all funds and securities of the Corporation that come in to his/her hands.

- (a) When necessary, or proper, signature authority for the corporation rests with the Chairman, the Vice-Chair and the Treasurer, any two (2) of whom (so long as 2 different individuals) shall be required to sign or endorse, on behalf of the

Corporation for collection or payment of checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board.

- (b) Whenever required by the Board, the Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept by the Treasurer for that purpose full and accurate amounts of all monies received and paid out on account of the Corporation.
- (c) The Treasurer shall perform all acts incident to the position of the Treasurer subject to the control of the Board.
- (d) The Treasurer, if required by the Board, shall give such bond for the faithful discharge of his/her duties in such form as the Board may require.

Section 3.6: Compensation. Officers of the Board shall not receive any compensation for their services as Officers except that they may be reimbursed for their actual expenses incurred in the performance of their official duties if approved by the Board.

- (a) The receipts and reports for any expenses shall be reviewed and approved or not approved by the Board before reimbursement is paid to an officer.
- (b) Any travel will be paid at the then current IRS reimbursement rate.

Article IV: Provisions Regarding Bylaws.

Section 4.1: Effective Date. These First Amended and Restated Bylaws shall become effective only upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board of the Corporation; and,
- (2) the approval of these Bylaws by the City Council of the City of Hutto, Texas.

Section 4.2: Amendment of Bylaws. These First Amended and Restated Bylaws may be amended at any time and from time to time, if consistent with state law and the Certificate of Formation, by majority vote of the Board of Directors then in office, but only with the approval by resolution of the City Council.

Section 4.3: Interpretation of Bylaws. These Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these First Amended and Restated Bylaws, or the application thereof to a person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these First Amended and Restated Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these First Amended and Restated Bylaws to any other person or circumstance shall not be affected thereby.

Article V: General Provisions.

Section 5.1 Principal Office. The current principal office of the Corporation is at 500 W. Live Oak Street, Hutto, Texas 78634. The Corporation may relocate such principal office and have such other offices as the Board shall determine necessary.

Section 5.2: Seal. The seal of the Corporation shall be as determined by the Board. The Board may determine the Corporation will have no seal.

Section 5.3: Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given to the Board under the Act, the Certificate of Formation or these First Amended and Restated Bylaws, such notices shall be deemed to be sufficient if given by depositing it for mailing in a post office box, via electronic mail or with a private courier in a sealed postpaid wrapper addressed to the person entitled thereto at his/her address, as it appears on the books of the Corporation, and such notice shall be deemed given on the day of such mailing or courier receipt.

Attendance of a member of the Board at a meeting shall constitute waiver of notice of such meeting except where a director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Neither the business to be transacted nor the purpose of any regular or special meeting of the Board need be set forth in any notice to a director of such meeting unless required by the Board. Any notice whatsoever that may be required to be given to the public by law, shall be given in the manner prescribed by law.

Section 5.4: Resignations. Any Director or Officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Chairman. Absent a written notice of the resignation, the City Council of the City shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning director shall serve until such time as his/her successor takes office.

Section 5.6: Organizational Control. The Board may, by majority vote and in its sole discretion and at any time, alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to the Act, any limitation on the impairment of contracts and the approval of the City Council.

Section 5.7: Dissolution of the Corporation. Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless otherwise expressly authorized by the City Council.

Section 5.8: Staff and Organizational Management. The Board, in its sole discretion, may hire and terminate employees of the Corporation. Pursuant to an administrative and professional services agreement between the Corporation and the City, the City may provide some staffing and support to the Corporation and pursuant to such an agreement, the Corporation shall reimburse the City for costs and expenses reasonably necessary for such support.

Section 5.9: Indemnification. The Corporation shall indemnify any current or former members of the Board, Officer, or employee of the Corporation, or any other person who may serve at the Corporation's request as a director, officer, or employee of another corporation or entity in which it owns shares of stock or other ownership interest or of which it is a creditor, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgments in connection with any action, suit, or proceeding, whether civil, criminal, arbitrative, or investigative in nature, in which such person was, is, or is threatened to be made a named defendant or respondent by reason of being or having been such a director, officer, or employee (whether or not the person is or was such at the time the costs or expenses are incurred by or imposed upon such person) as is required by Section 8.051 of the Texas Business Organizations Code ("TOBC"). The Corporation may indemnify any such person against and for any such expenses or costs and may advance expenses to any such person as is permitted by and according to the terms of Section 8.101 of the TBOC.

Section 5.10: Insurance. The Corporation may at the discretion of the Board purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation and First Amended and Restated Bylaws or otherwise, including without limitation directors and officer's liability insurance.

These First Amended and Restated Bylaws of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation were adopted at a duly called meeting of the Board of Directors of the Corporation, held on November __, 2020. These First Amended and Restated Bylaws shall become effective upon the date of their approval by resolution of the City Council of the City of Hutto, Texas.

HUTTO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Mike Arismendez, Chairman

ATTEST:

By: _____
Victor Henry, Secretary

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder
Mayor, City of Hutto

ATTEST:

By: _____
Holly Nagy
City Secretary

~~By-Laws~~
~~of~~
~~The Hutto Economic Development Corporation~~

FIRST AMENDED AND RESTATED BYLAWS OF THE
HUTTO ECONOMIC DEVELOPMENT CORPORATION

Effective July __, 2021

Article I: Powers and Purposes.

Section 1.1:- Corporate Identity:: Offices. The name of the corporation is ~~the~~the Hutto Economic Development Corporation (the "Corporation").~~(the "Corporation").~~ The ~~principle~~principal office of the Corporation ~~was initially at Hutto City Hall, 102 Highway 79 East~~shall be at 500 W. Live Oak Street, Hutto, TX 78634. The Corporation may ~~relocate such principle office and have such other offices as the Board of Directors shall (the "Board") may determine.~~Currently the principle office of the Corporation is at 321 Ed Schmidt Boulevard, Suite 200, Hutto, TX 78634.

Section 1.2:- Powers, Purposes and Authority. In order to implement the purposes for which the Corporation was formed, as set forth in its Articles of Incorporation, the Corporation shall have all the authority and powers of every nature and kind whatsoever, both expressed and implied, which are authorized or permitted by the terms of the Development Corporation Act of 1979, Article 5190.6, Tex. Rev. Civ. Stat., Chapters 501-507 of the Local Government Code, as amended (the "Act").

- (a) The Corporation shall have and may exercise each power and authority enumerated in the Act as if such power and authority were specifically set forth herein; provided ~~that~~ the Corporation is a "Type A Corporation" as defined in the Act, shall be governed primarily by Section 4AChapter 504 of the Local Government Code and in the event of a conflict between any term or provision of Chapter 504 of the Act and any other term or provision of the Act, Section 4AChapter 504 of the Local Government Code shall govern and prevail.
- (b) The Corporation shall have the power and authority to undertake any lawful action not inconsistent with the Act and it shall ~~undertake the promotion of~~promote economic development ~~to promote and encourage employment and the public welfare in~~benefitting the City of Hutto~~-, Texas (the "City"), including without limitation projects which facilitate manufacturing and industrial activity, and which contribute to the economic welfare of the "City").~~.
- (c) The powers of the Corporation shall include the authority to contract and be contracted with, and, absent a conflict with Section 4AChapter 504 of the Local Government Code, the power to purchase, lease, sell and mortgage real estate, and to issue obligations for or otherwise finance all or part of the cost of one or more "Projects" as defined ~~in~~by the Act.

Section 1.3:- Annual Corporate Budget. At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year. ~~The budget shall contain such classifications as shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until same has been approved by the City Council. The Corporation's fiscal year shall start on October 1 and end on September 30th of the following year and may be changed by action of the Board and approval of the City Council.~~

- (a) ~~The budget shall contain such classifications as shall be in such format as may be prescribed from time to time by Board of Directors of the Corporation.~~
- (b) ~~Classifications of expenditures within the budget that are designated as routine ("R") (i.e., items such as salaries, multi-year contractual obligations, debt service payments, routine business expenses, etc.) are authorized for expenditure by the City Council approving the budget in accordance with Texas Local Government Code Section 501.073(a).~~
- (c) ~~Classifications of expenditures within the budget that are designated as discretionary (D) (i.e., items such as allocations of unencumbered funds for use in future incentive, performance or funding agreements) are appropriated by the City Council approving the budget but any expenditure of such funds must be subsequently approved by the City Council in connection with the specifically identified use or expenditure.~~
- (d) ~~The Corporation's fiscal year shall start on October 1 and end on September 30th of the following calendar year and may be changed or amended by action of the Board with approval by the City Council.~~

Section 1.4:- Books and Records: Review of Financial Statements. The Corporation shall keep correct and complete books and records of all accounts and shall ~~also~~ keep minutes of the proceedings of its Board ~~of Directors~~ and committees having any of the authority of the Board ~~of Directors~~.

- (a) ~~All books and records of the Corporation may be inspected by any director, or his or her agent or, any attorney representing the Corporation, any member of the City Council, and the City Manager, or such designee as the City Manager so designates, at a mutually reasonable time; and at all times the City Council of the City (the "City Council") will have access to the books, records and financial statements of the Corporation. At the direction of the City Council, the~~ for the parties involved.
- (b) ~~The~~ books, records, accounts and financial statements may be maintained for the Corporation by the staff of the City. ~~In such event, subject to approval by the Board and City Council, and if so,~~ the Corporation shall pay ~~to~~ the City reasonable compensation for such services pursuant to an agreement between the parties.

Section 1.5:- Powers in General. The Corporation may exercise all powers granted under the Act consistent with its ~~Articles~~ Certificate of Incorporation ~~Formation~~, these ~~By-Laws~~ amended bylaws and the ~~Resolutions, Orders~~ resolutions and ~~Ordinances~~ ordinances of the City Council.

ARTICLE II: Board of Directors.

Section 2.1:- Appointment, Powers, Number and Term of Office. The Board of Directors ~~(the "Board")~~ shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the ~~Articles of Incorporation~~Certificate of Formation, and these ~~By-Laws-amended Bylaws~~.

~~The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the "Board") , appointed by the Hutto City Council and subject to the applicable limitations imposed by the Texas Economic Development Corporation Act of 1979 as amended, other applicable legislation and these by-laws. The Board may, by contract, resolution or otherwise, give general or limited or special powers and authority to the Officers and employees of the Corporation.~~

~~The Board may plan and direct its work through the Executive Director who will be charged with the responsibility of carrying out the Corporation's programs as adopted and planned by the Board.~~

~~The Board of~~ (a) The Board shall consist of seven (7) members, with one (1) Director to be nominated by each of the Mayor and by the members of the Hutto City Council (i.e., each appoints a director). The term of each directorship shall be a two (2) year term. The Board of Directors' terms shall be staggered such that:

(i) Directors appointed by the Mayor and by the members of the Hutto City Council serving in Place 1, Place 3 and Place 5 shall have terms that end in June of odd-numbered years; and,

(ii) Directors shall consist of seven (7) persons who shall each be appointed by the members of the Hutto City Council. The term of each directorship will be for three (3) serving in Place 2, Place 4 and Place 6 shall have terms that end in June of even-numbered years. Those filling vacancies

~~(b) Each director shall serve out the term of those seats.~~

~~Any Director, or all Directors until such director's successor has been duly appointed and qualified, or until such time that any director, or all directors, may be removed from office at any time by majority vote of the City Council, for cause or at will. Any vacancy occurring on the Board of Directors shall be filled by appointment by majority vote of the City Council.~~

(c) Any vacancy occurring on the Board shall be filled by appointment by majority vote of the City Council.

(d) Those directors filling vacancies shall serve out the term of the seat they are filling. In the event any member of the Board's term expires, but is not yet replaced, such member shall continue serving in the position until a replacement it appointed or removed by action of the City Council.

- (e) No member of the City Council also serving on the Board shall also serve as an officer of the corporation or have signature authority for the corporation.

Section 2.2:- Meetings of the Directors in General. The Board shall meet at least once each month and any member of the Board may request that an item be placed on the agenda by providing same in writing, to the ~~Secretary no later than 10 days prior to the date of the Board meeting. The Board of Directors may hold its meetings at any place authorized by the Act and as the Board of Directors may from time to time determine; provided that, in the absence of any such determination by the Board of Directors, the meeting shall be held at the principle office of the Corporation or at the City Council Chambers of the City. The Board of Directors shall conduct its meetings in accordance with the requirements of the Act and Art. 6252-17, Tex. Rev. Civ. Stat. as amended.~~Chairman no later than ten (10) days prior to the date of the Board meeting.

- (a) The Board may hold its meeting at any place authorized by the Act and as the Board may from time to time determine; provided that in the absence of any such determination by the Board, the meeting shall be held at the principal office of the Corporation or at the City Council Chambers of the City.

- (b) The Board shall conduct its meetings in accordance with the Act and the Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act").

Section 2.3:- Regular Meetings. -Regular meetings of the Board ~~of Directors~~ shall be held at such times and places as shall be designated, from time to time, by resolution of the Board ~~of Directors.~~ Notice of regular meetings need not be given to each ~~of the Directors~~Director, but public notice of each meeting shall be given in the manner prescribed by law.

Section 2.4:- Special Meetings. Special meetings of the Board ~~of Directors~~ shall be held whenever called by the ~~President~~Chairman, by the Secretary or by a majority of the Directors then in office, ~~or~~ upon advice of the Corporation's General Counsel or by request of the City Council.

- (a) The ~~Secretary~~Chairman or his/her designee shall give or cause public notice to be given of each special meeting.
- (b) Special notice of each special meeting shall also be given to each Director either by mail, telephone, electronically or in person, at least two (2) hours before the meeting, provided that conducting such a special meeting within that timeframe complies with the requirements of the Open Meetings Act.
- (c) Notice required by law to be given to any other person or entity shall be given in the manner prescribed by law.
- (d) Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting.

~~upon at a special meeting. At any meeting at which every Director is present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon, except as otherwise provided by law.~~

Section 2.5:—Quorum. ~~A majority of the Directors fixed by these~~ By-Laws~~Bylaws~~ shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation.

~~(a) The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board-of-Directors, unless the act of a greater number is required by law. Any member of the Board may request a record vote on any matter to come before the Directors and that record vote will become a part of the minutes.~~

~~(b) A record vote shall be taken on any matter before the Board and that record vote will become a part of the minutes.~~

Section 2.6:—Conduct of Business. ~~At the meetings of the Board-of-Directors,~~ matters pertaining to the purposes of the Corporation shall be considered in such order from time to time as ~~the Board-of-Directors~~ may determine.

Section 2.7:—Compensation of Directors. ~~Compensation-of-Directors.~~ Directors shall not receive any compensation for their services as Directors except that they ~~shall~~may, upon request, be reimbursed for their actual expenses incurred in the performance of their official duties. Such requests for reimbursement shall be reviewed and approved by the Board.

Section 2.8 Meetings by Teleconference or Electronic Communication. Subject to any notice requirements in these Bylaws or pursuant to the Act, and provided that such form of meeting is permitted under and is conducted in accordance with the Open Meetings Act, the Board may participate in and hold a meeting of the Board by means of a conference telephone, videoconference or similar communication equipment, the Internet, or any combination thereof that allows all persons participating in the meeting to communicate with one another.

~~(a) Participation in such a meeting shall constitute presence in person at such meeting, except where a Director participates in the meeting for express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.~~

~~(b) Minutes of any such meeting shall promptly be prepared by the Secretary, circulated to all Directors (whether they participated or not) and placed in the regular records of the Corporation.~~

Section 2.9: Texas Open Meetings Act and Texas Public Information Act. Meetings of the Board are subject to the Texas Open Meetings Act, Texas Government Code Chapter 551, and the Corporation is subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended.

Article III:—Officers.

Section 3.1:- Titles and Terms of Office. ~~The Officers of the Corporation shall be a PresidentChairman, a Vice PresidentChairman, a Secretary, and a Treasurer, elected from the Board of Directors and suchany person may holdserve in more than one office, except the PresidentChairman shall not holdalso serve as the office-of Secretary. Each Officer~~

- (a) ~~The Chairman and each other officer of the Corporation shall be appointed by a majority vote of the Directors-directors of the Board then in office and shall hold officeserve for a term of three-(3two (2) years, or until removed, his-or-/her successor is elected or appointed, or the Board appoints a successor.~~
- (b) ~~At the Corporation's first regular meeting in June of each year, the Board shall either affirm the then serving officers continuing to serve in their offices, or elect new officers for any position, and has the authority to do so either with or without cause.~~
- (c) ~~All Officersofficers shall be subject to removal from office with or without cause at any time by a majority vote of the DirectorsBoard or City Council members then in office.~~
- (d) ~~A vacancy in any office shall be filled by appointment by a majority vote-of the Board of Directors then in office.~~

Section 3.2:- President. Chairman. ~~The PresidentChairman shall be the Chief Executive Officer of the Corporation, and, subject to the control of the Board-of Directors, the PresidentChairman shall be in general charge of the properties and affairs of the Corporation.~~

- (a) ~~The PresidentChairman shall preside at all meetings of the Board of-Directors-in furtherance of the purposes of thisthe Corporation;-the President.~~
- (b) ~~After the Board acts to grant authority pursuant to Section 2.5 above, the Chairman may sign and execute all contracts, conveyances, resolutions, franchises, bonds, deeds, assignments, notes and other instruments in the name of the Corporation.~~
- (c) ~~The PresidentChairman shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. The President shall have the authority to appoint AD-HOC committees which may address issues of a temporary nature of concern or which have a temporary affect on the businessof the Board.~~
- (d) ~~The Chairman shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.~~
- (e) ~~The Chairman shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board may direct, all of which shall during business hours be open to inspection at the principal office of the Corporation.~~

Section 3.3:- Vice-President-Chairman . The Vice ~~President~~Chairman shall fulfill the duties of the “vice president” of the Corporation as described in the Act. shall have such powers and duties as may be assigned by the Board ~~of Directors~~ and shall exercise the powers of the ~~President~~Chairman during the ~~President's~~Chairman's absence or inability to act. _Any action taken by the Vice ~~President~~Chairman in the performance of the duties of the ~~President~~Corporation shall be with conclusive evidence of the absence or inability of the ~~President~~Chairman to act at the time such action was taken.

Section 3.4: ~~Treasurer.~~ ~~The Treasurer shall have custody of all the~~ **Secretary.** The Secretary shall attest or sign with the Chairman in the Corporation's name all contracts, conveyances, resolutions, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments of the Corporation.

- (a) The Secretary shall keep or shall cause to be kept the minutes of all meetings of the Board, its committees and those of Executive Sessions in books provided for that purpose.
- (b) The Secretary shall attend to giving and serving notice in furtherance of the Corporation's purpose.
- (c) The Secretary shall have charge of the corporate books, records, and all records of the securities which the Treasurer shall have the custody, and all such other books and papers as the Board may direct.
- (d) In the absence of the Secretary, the Chairman may appoint any other Board member as Secretary during such absence.

Section 3.5 Treasurer. The Treasurer shall have custody of all funds and securities of the Corporation that come in to his ~~or~~ /her hands.

- (a) When necessary, or proper, ~~the Treasurer may~~signature authority for the corporation rests with the Chairman, the Vice-Chair and the Treasurer, any two (2) of whom (so long as 2 different individuals) shall be required to sign or endorse, on behalf of the Corporation for collection or payment of checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board ~~of Directors.~~
- (b) Whenever required by the Board ~~of Directors~~, the Treasurer shall enter or cause to be entered regularly in the books of the ~~corporation~~Corporation to be kept by the Treasurer for that purpose full and accurate amounts ~~of~~ all monies received and paid out on account of the Corporation.
- (c) The Treasurer shall perform all acts incident to the position of the Treasurer subject to the control of the Board ~~of Directors~~. ~~The Treasurer, if required by the Board of Directors, shall give such bond for the faithful discharge of his/her duties in such form as the Board of Directors may require.~~

Section 3.5: Secretary. ~~The Secretary shall keep or shall cause to be kept the minutes of all meetings of the Board of Directors, its committees and those of Executive Sessions in books provided for that purpose. The Secretary shall attend to giving and serving notices in furtherance of the corporate purposes. The Secretary may attest or sign with the President, in the Corporation's name, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. The Secretary shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board of Directors may direct, all of which shall during business hours be open to inspection at the office of the Corporation; and the Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.~~

~~In the absence of the Secretary, the President may appoint any other person to act as Secretary during such absence.~~

~~(d) The Treasurer, if required by the Board, shall give such bond for the faithful discharge of his/her duties in such form as the Board may require.~~

Section 3.6:- Compensation. Officers of the Board shall not receive any compensation for their services as Officers except that they may be reimbursed for their actual expenses incurred in the performance of their official duties. if approved by the Board.

Section 3.7: Executive Director. ~~The Board of Directors shall employ the Executive Director. The Executive Director shall report to the President of the Board of Directors, shall serve as the Chief Administrative Officer of the Corporation, and shall oversee all administrative functions of the Corporation. The Executive Director shall develop policies and procedures for the Corporation including financing, accounting, personnel, and purchasing policies and procedures which shall be approved by the Board prior to submission to the City Council for their approval. The Executive Director shall represent the Corporation where and when appropriate or as directed by the Board.~~

~~The Executive Director shall implement the current EDC Strategic Plan and shall keep the Board informed of all development and activities concerning business retention, expansion and recruitment efforts.~~

(a) The receipts and reports for any expenses shall be reviewed and approved or not approved by the Board before reimbursement is paid to an officer.

(b) Any travel will be paid at the then current IRS reimbursement rate.

Article IV:- Provisions Regarding ~~By Laws~~ Bylaws.

Section 4.1: Effective Date.—These ~~By Laws~~First Amended and Restated Bylaws shall become effective only upon the occurrence of the following events:

(1) (1) the adoption of these ~~By Laws~~Bylaws by the Board of ~~Director~~the Corporation;
and,

(2) (2) the approval of these ~~By Laws~~Bylaws by the City Council of the City ~~Council~~of Hutto, Texas.

Section 4.2: ~~Amendments to By Laws.~~ Amendment of Bylaws. These ~~By Laws~~First Amended and Restated Bylaws may be amended at any time and from time to time, if consistent with state law and the Certificate of Formation, by majority vote of the Board of Directors then in office, but only with the approval by resolution of the City Council.

Section 4.3: Interpretation of ~~By Laws~~Bylaws. These ~~By Laws~~Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these ~~By Laws~~First Amended and Restated Bylaws, or the application thereof to a person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these ~~By Laws~~First Amended and Restated Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these ~~By Laws~~First Amended and Restated Bylaws to any other person or circumstance shall not be affected thereby.

Article V:- General Provisions.

Section 5.1: ~~Principle~~ Principal Office. The current ~~principle~~principal office of the Corporation is at ~~321 Ed Schmidt Boulevard, Suite 200~~500 W. Live Oak Street, Hutto, Texas, 78634. The Corporation may relocate such ~~principle~~principal office and have such other offices as the Board shall determine necessary.

Section 5.2: Seal. The seal of the Corporation shall be as determined by the Board ~~of Directors.~~ The Board may determine the Corporation will have no seal.

Section 5.3:— Notice and Waiver of Notice. —Whenever any notice whatsoever is required to be given to the Board ~~of Directors~~ under the Act, the ~~Articles~~Certificate of IncorporationFormation or these ~~By Laws~~First Amended and Restated Bylaws, such notices shall be deemed to be sufficient if given by depositing it for mailing in a post office box, via electronic mail or

with a private courier in a sealed postpaid wrapper addressed to the person entitled thereto at his ~~or~~ /her ~~post office~~ address, as it appears on the books of the Corporation, and such notice shall be deemed given on the day of such mailing or courier receipt.

Attendance of a ~~Director~~ member of the Board at a meeting shall constitute a waiver of notice of such meeting, except where a ~~Director~~ director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Neither the business to be transacted ~~nor~~ not the purpose of any regular or special meeting of the Board ~~of Directors~~ need be set forth in any notice to a ~~Director~~ director of such meeting, unless required by the Board ~~of Directors~~.

. Any notice whatsoever that may be required to be given to the public by law, shall be given in the manner prescribed by law.

Section 5.4:- Resignations. Any Director or Officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time ~~be~~is specified, at the time of its receipt by the ~~President or the Secretary.~~Chairman. Absent a written notice of the resignation, the City Council of the City shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning ~~Director.~~director shall serve until such time as ~~her or his~~/her successor takes office.

~~**Section 5.5: Approval of the City Council.** To the extent these By-Laws refer to any approval or action to be taken by the City, such shall be evidenced by a certified copy of a Resolution, Ordinance, Order or Motion duly adopted by the City Council.~~

Section 5.6:- Organizational Control. The ~~City Council~~Board may, ~~at~~by ~~majority vote and in~~ its sole discretion and at any time, alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to the Act ~~and,~~ any limitation on the impairment of contracts and the approval of the City Council.

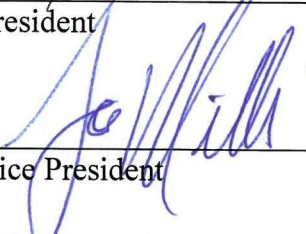
Section 5.7:- Dissolution of the Corporation. Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless ~~as~~otherwise expressly authorized by the City Council.

~~Adopted and approved this the 18th day of November, 2008~~

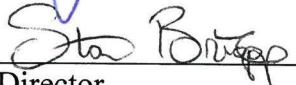
Board of Directors



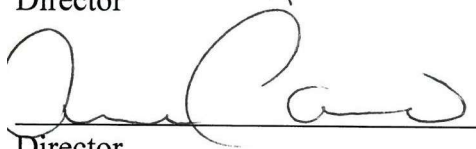
President



Vice President



Director



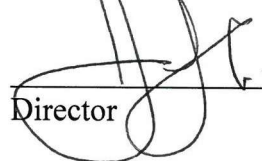
Director



Secretary



Treasurer



Director

Section 5.8: Staff and Organizational Management. The Board, in its sole discretion, may hire and terminate employees of the Corporation. Pursuant to an administrative and professional services agreement between the Corporation and the City, the City may provide some staffing and support to the Corporation and pursuant to such an agreement, the Corporation shall reimburse the City for costs and expenses reasonably necessary for such support.

Section 5.9: Indemnification. The Corporation shall indemnify any current or former members of the Board, Officer, or employee of the Corporation, or any other person who may serve at the Corporation's request as a director, officer, or employee of another corporation or entity in which it owns shares of stock or other ownership interest or of which it is a creditor, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgments in connection with any action, suit, or proceeding, whether civil, criminal, arbitrative, or investigative in nature, in which such person was, is, or is threatened to be made a named defendant or respondent by reason of being or having been such a director, officer, or employee (whether or not the person is or was such at the time the costs or expenses are incurred by or imposed upon such person) as is required by Section 8.051 of the Texas Business Organizations Code ("TBOC"). The Corporation may indemnify any such person against and for any such expenses or costs and may advance expenses to any such person as is permitted by and according to the terms of Section 8.101 of the TBOC.

Section 5.10: Insurance. The Corporation may at the discretion of the Board purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation and First Amended and Restated Bylaws or otherwise, including without limitation directors and officer's liability insurance.

These First Amended and Restated Bylaws of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation were adopted at a duly called meeting of the Board of Directors of the Corporation, held on November 10, 2020. These First Amended and Restated Bylaws shall become effective upon the date of their approval by resolution of the City Council of the City of Hutto, Texas.

HUTTO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Mike Arismendez, Chairman

ATTEST:

By: _____
Shawn Lucas, Secretary

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder
Mayor, City of Hutto

ATTEST:

By: _____
Holly Nagy
City Secretary

RESOLUTION NO. R-2021-125

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS
APPROVING THE FIRST AMENDED AND RESTATED
BYLAWS OF THE HUTTO ECONOMIC DEVELOPMENT
CORPORATION, TYPE A; PROVIDING FOR REPEAL;
PROVIDING FOR SEVERABILITY; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the Board of Directors of the Hutto Economic Development Corporation, Type A (the "Corporation") is appointed by the Hutto City Council; and

WH EREAS, the City Council has determined that it is in the best interest of the City of Hutto to amend the Corporation's Bylaws for more efficient operation of the Corporation; and

WH EREAS, the City has the sole authority and discretion per Section 5.6 of the Bylaws, to alter or change the structure, organization, or activities of the Corporation.

WHEREAS, the Corporation's Board approved a proposed First Amendment to the Bylaws of the Corporation on July 13, 2021.

WHEREAS, the Corporation submits the proposed First Amended and Restated Bylaws for City Council's consideration.

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

1. The bylaws of the Hutto Economic Development Corporation as amended are hereby approved and adopted by the City Council of the City of Hutto, Texas, as reflected in " EXHIBIT A" attached hereto, as approved by the Hutto Economic Development.
2. This Resolution shall be and is hereby cumulative of all other resolutions of the City of Hutto, Texas and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of

this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

3. If any section, subsection, sentence, clause, or phrase of this resolution shall for any reason be held to be in valid, such decision shall not affect the validity of the remaining portions of this resolution.
4. This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Hutto, Texas, and upon approval thereof by the Mayor of the City of Hutto, Texas and publication hereof as prescribed by law.

CONSIDERED AND RESOLVED by the City Council of the City of Hutto on this 5th day of August, 2021.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-126 approving the third amended and restated bylaws of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation; providing for severability; and providing an effective date.
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Res. Third Amended Restated EDC Type B
2. Third Amended Restated EDC Type B_Bylaws

RESOLUTION NO. R-2021-126

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS
APPROVING THE THIRD AMENDED AND RESTATED
BYLAWS OF THE HUTTO ECONOMIC DEVELOPMENT
CORPORATION, TYPE B dba HUTTO COMMUNITY
DEVELOPMENT CORPORATION; PROVIDING FOR
REPEAL; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board of Directors of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation (the "Corporation") is appointed by the Hutto City Council; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Hutto to amend the Corporation's Bylaws for more efficient operation of the Corporation; and

WHEREAS, the City has the sole authority and discretion per Section 5.6 of the Bylaws, to alter or change the structure, organization, or activities of the Corporation.

WHEREAS, the Corporation's Board approved a proposed Third Amendment to the Bylaws of the Corporation on July 13, 2021.

WHEREAS, the Corporation submits the proposed Third Amended and Restated Bylaws for City Council's consideration.

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

1. The bylaws of the Hutto Community Development Corporation as amended are hereby approved and adopted by the City Council of the City of Hutto, Texas, as reflected in " EXHIBIT A" attached hereto, as approved by the Hutto Community Development Corporation.
2. This Resolution shall be and is hereby cumulative of all other resolutions of the City of Hutto, Texas and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of

this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

3. If any section, subsection, sentence, clause, or phrase of this resolution shall for any reason be held to be in valid, such decision shall not affect the validity of the remaining portions of this resolution.
4. This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Hutto, Texas, and upon approval thereof by the Mayor of the City of Hutto, Texas and publication hereof as prescribed by law.

CONSIDERED AND RESOLVED by the City Council of the City of Hutto on this 5th day of August, 2021.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

**THIRD AMENDED AND RESTATED BYLAWS OF
THE HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B
dba HUTTO COMMUNITY DEVELOPMENT CORPORATION**

Effective August 5, 2021

Article I: Powers and Purposes.

Section 1.1: Corporate Identity: Offices. The name of the corporation is the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation (the "Corporation"). The principal office of the Corporation shall be at 500 W. Live Oak Street, Hutto, TX 78634. The Corporation may have other offices as the Board of Directors (the "Board") may determine.

Section 1.2: Powers. In order to implement the purposes for which the Corporation was formed, as set forth in its Articles of Incorporation, the Corporation shall have all the authority and powers of every nature and kind whatsoever, both expressed and implied, which are authorized or permitted by the terms of the Development Corporation Act of 1979, Chapter 501 of the Local Government Code, as amended (the "Act"). The Corporation shall have and may exercise each power and authority enumerated in the Act as if such power and authority were specifically set forth herein; provided the Corporation shall be governed by Chapter 505 of the Local Government Code and any other term or provision of the Act, Chapter 505 of the Local Government Code shall govern and prevail. The Corporation shall have the power and authority to undertake any lawful action not inconsistent with the Act and it shall promote economic development benefitting the City of Hutto, Texas (the "City"), including without limitation promoting industrial, manufacturing, commercial, retail, parks and residential development to encourage employment and the public welfare, both within the City limits and areas outside of the City limits which contribute to the economic welfare of the City. The powers of the Corporation shall include the authority to contract and be contracted with, and absent a conflict with Chapter 505 of the Local Government Code, the power to purchase, lease, sell and mortgage real estate, and to issue obligations for or otherwise finance all or part of the cost of one or more "Projects" as defined by the Act.

Section 1.3: Annual Corporate Budget. At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications as shall be in such format as may be prescribed from time to time by Board of Directors of the Corporation. Classifications of expenditures within the budget that are designated as routine ("R") (i.e., items such as salaries, multi-year contractual obligations, debt service payments, routine business expenses, etc.) are authorized for expenditure by the City Council approving the budget in

accordance with Texas Local Government Code Section 501.073(a). Classifications of expenditures within the budget that are designated as discretionary (D) (i.e. items such as allocations of unencumbered funds for use in future incentive, performance or funding agreements are appropriated by the City Council approving the budget but any expenditure of such funds must be subsequently approved by the City Council in connection with the specifically identified use or expenditure. The Corporation's fiscal year shall start on October 1 and end on September 30th of the following calendar year and may be changed or amended by action of the Board with approval by the City Council.

Section 1.4: Books and Records: Review of Financial Statements. The Corporation shall keep correct and complete books and records of all accounts and shall keep minutes of the proceedings of its Board and committees having any of the authority of the Board. All books and records of the Corporation may be inspected by any director, or his or her agent, any attorney representing the Corporation, any member of the City Council, and the City Manager, or such designee as the City Manager so designates, at a mutually reasonable time for the parties involved. The books, records, accounts and financial statements may be maintained for the Corporation by the staff of the City, subject to approval by the Board and City Council, and if so, the Corporation shall pay the City reasonable compensation for such services pursuant to an agreement between the parties.

Section 1.5: Powers in General. The Corporation may exercise all powers granted under the Act consistent with its Certificate of Formation, these amended bylaws and the resolutions and ordinances of the City Council.

ARTICLE II: Board of Directors.

Section 2.1: Appointment, Powers, Number and Term of Office. The Board shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Certificate of Formation, and these Bylaws. The Board shall consist of seven (7) members, each appointed by the City Council for a two (2) year term. At least three (3) directors shall be persons who are not employees, officers, or members of the City Council of the City. No more than four (4) of the seven (7) directors may be City employees or City Council members. All directors must be residents of the City or its extraterritorial jurisdiction ("ETJ") to ensure City residents have the opportunity to sit on and participate in the activities of the Corporation.

Any director, or all directors, may be removed from office at any time by majority vote of the City Council, for cause or at will. Any vacancy occurring on the Board shall be filled by appointment by majority vote of the City Council. Those filling vacancies shall serve out the term of the seat they are filling. In the event any member of the Board's term expires, but is not yet replaced, such member shall continue serving in the position until a replacement is appointed or removed by action of the City Council.

Section 2.2: Meetings of the Directors in General. The Board shall meet at least once each month and any member of the Board may request that an item be placed on the agenda by providing same in writing, to the Chairman no later than ten (10) days prior to the date of the Board meeting. The Board may hold its meeting at any place authorized by the Act and as the Board may from time to time determine; provided that in the absence of any such determination by the Board, the meeting shall be held at the principal office of the Corporation or at the City Council Chambers of the City. The Board shall conduct its meetings in accordance with all applicable Texas law.

Section 2.3: Regular Meetings. Regular meetings of the Board shall be held on the first Monday of the month except in cases of observed holidays falling on the first Monday (e.g., Labor Day, etc.) and at Hutto City Hall unless otherwise noted and designated, from time to time, on the posted agenda. Notice of regular meetings need not be given to each Director, but public notice of each meeting shall be given in the manner prescribed by law.

Section 2.4: Special Meetings. Special meetings of the Board shall be held whenever called by the Chairperson, by the Secretary or by a majority of the Directors then in office, upon advice of the Corporation's General Counsel or by request of the City Council.

The Chairperson or his/her designee shall give or cause public notice to be given of each special meeting. Special notice of each special meeting shall also be given to each Director either by mail, telephone, electronically or in person at least two (2) hours before the meeting. Notice required by law to be given to any other person or entity shall be given in the manner prescribed by law. Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every Director is present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon, except as otherwise provided by law.

Section 2.5: Quorum. A majority of the Directors fixed by these Bylaws shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law. Any member of the Board may request a record vote on any matter to come before the Directors and that record vote will become a part of the minutes.

Section 2.6: Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order from time to time as the Board may determine.

Section 2.7: Compensation of Directors. Directors shall not receive any compensation for their services as Directors except that they may, upon request, be reimbursed for their actual expenses incurred in the performance of their official duties.

Section 2.8 Board Committees. The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority as is delegated and approved by resolution of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by a majority of the full Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 2.9: Advisory Board. The Board may appoint an advisory board or boards to assist the Board and perform such other duties as the Board may from time to time assign to the advisory board. An advisory board shall be made up of no more than seven (7) individuals. At the time the Board creates an advisory board, the Board shall adopt rules and regulations regarding membership of the advisory board. The advisory board may make recommendations to the Board, but all final, official actions of the Corporation shall be exercised only by the Board. The Board shall create a small business, convention and tourism advisory board which may include board members of the Hutto Chamber of Commerce, in addition to such other advisory boards desired by the Board.

Section 2.10: Texas Open Meetings Act and Texas Public Information Act. Meetings of the Board are subject to the Texas Open Meetings Act, Texas Government Code Chapter 551, and the Corporation is subject to the Texas Public Information Act, Texas Government Code Chapter 552.

Article III: Officers.

Section 3.1: Titles and Terms of Office. The Officers of the Corporation shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer, and such person may hold more than one office, except the Chairperson shall not also hold the office of Secretary. The Chairperson and each other officer of the Corporation shall be appointed by a majority vote of the directors of the Board then in office and shall hold office for a term of two (2) years or until his/her successor is elected or appointed. Each officer shall affirm their office and commitment to continue serving in their office in June of every year.

No City Council member serving on the Board may also serve as an officer of the corporation nor have signature authority on behalf of the corporation.

All officers shall be subject to removal from office with or without cause at any time by a majority vote of the City Council members then in office. A vacancy in any office shall be filled by appointment by a majority of the Board.

Section 3.2: Chairperson. The Chairperson shall be the Chief Executive Officer of the Corporation, and, subject to the control of the Board, the Chairperson shall be in general charge of the properties and affairs of the Corporation. The Chairperson shall preside at all meetings of the Board in furtherance of the purposes of the Corporation; the

Chairperson may sign and execute all contracts, conveyances, resolutions, franchises, bonds, deeds, assignments, notes and other instruments in the name of the Corporation.

The Chairperson shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. The Chairperson shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.

The Chairperson shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board may direct, all of which shall during business hours be open to inspection at the principal office of the Corporation.

Section 3.3 Vice-Chairperson. The Vice Chairperson shall have such powers and duties as may be assigned by the Board and shall exercise the powers of the Chairperson during the Chairperson's absence or inability to act. Any action taken by the Vice Chairperson in the performance of the duties of the Corporation shall be with conclusive evidence of the absence or inability of the Chairperson to act at the time such action was taken.

Section 3.4 Secretary. The Secretary shall attest or sign with the Chairperson in the Corporation's name all contracts, conveyances, resolutions, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments of the Corporation.

In the absence of the Secretary, the Chairperson may appoint any other Board member as Secretary during such absence.

Section 3.5 Treasurer. The Treasurer shall have custody of all funds and securities of the Corporation that come in to his/her hands.

- a. When necessary, or proper, signature authority for the corporation rests with the Chairman, the Vice-Chair and the Treasurer, any two (2) of whom (so long as 2 different individuals) shall be required to sign or endorse, on behalf of the Corporation for collection or payment of checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board.
- b. Whenever required by the Board, the Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept by the Treasurer for that purpose full and accurate amounts all monies received and paid out on account of the Corporation.
- c. The Treasurer shall perform all acts incident to the position of the Treasurer subject to the control of the Board.

- d. The Treasurer, if required by the Board, shall give such bond for the faithful discharge of his/her duties in such form as the Board may require.

Financial accounting for Corporate funds may be delegated to the City as determined by the Board and if so, the Corporation shall pay the City reasonable compensation for such services pursuant to an agreement between the parties.

Section 3.6: Compensation. Officers of the Board shall not receive any compensation for their services as Officers except that they may be reimbursed for their actual expenses incurred in the performance of their official duties.

Article IV: Provisions Regarding Bylaws.

Section 4.1: Effective Date. These Third Amended and Restated Bylaws shall become effective only upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board of the Corporation; and,
- (2) the approval of these Bylaws by the City Council.

Section 4.2: Amendment of Bylaws. These Third Amended and Restated Bylaws may be amended at any time and from time to time, if consistent with state law and the Certificate of Formation, by majority vote of the Board then in office, but only with the approval by resolution of the City Council.

Section 4.3: Interpretation of Bylaws. These Third Amended and Restated Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Third Amended and Restated Bylaws, or the application thereof to a person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Third Amended and Restated Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Third Amended and Restated Bylaws to any other person or circumstance shall not be affected thereby.

Article V: General Provisions.

Section 5.1 Principal Office. The current principal office of the Corporation is at 500 W. Live Oak Street, Hutto, Texas 78634. The Corporation may relocate such principal office and have such other offices as the Board shall determine necessary.

Section 5.2: Seal. The seal of the Corporation shall be as determined by the Board. The Board may determine the Corporation will have no seal.

Section 5.3: Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given to the Board under the Act, the Certificate of Formation or these Third Amended and Restate Bylaws, such notices shall be deemed to be sufficient if given by

depositing it for mailing in a post office box, by electronic mail or with a private courier in a sealed postpaid wrapper addressed to the person entitled thereto at his/her address, as it appears on the books of the Corporation, and such notice shall be deemed given on the day of such mailing or courier receipt.

Attendance of a member of the Board at a meeting shall constitute waiver of notice of such meeting except where a director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Neither the business to be transacted nor the purpose of any regular or special meeting of the Board need be set forth in any notice to a director of such meeting unless required by the Board. Any notice whatsoever that may be required to be given to the public by law, shall be given in the manner prescribed by law.

Section 5.4: Resignations. Any director or Officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Chairperson. Absent a written notice of the resignation, the City Council of the City shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning director shall serve until such time as his/her successor takes office.

Section 5.6: Organizational Control. The Board may, by majority vote and in its sole discretion and at any time, alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to the Act, any limitation on the impairment of contracts and the approval of the City Council.

Section 5.7: Dissolution of the Corporation. Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless otherwise expressly authorized by the City Council.

Section 5.8: Staff and Organizational Management. The Board, in its sole discretion, may hire and terminate employees of the Corporation. Pursuant to an administrative and professional services agreement between the Corporation and the City, the City may provide some staffing and support to the Corporation and pursuant to such an agreement, the Corporation shall reimburse the City for costs and expenses reasonably necessary for such support.

Section 5.9: Indemnification. The Corporation shall indemnify any current or former members of the Board, Officer, or employee of the Corporation, or any other person who may serve at the Corporation's request as a director, officer,

or employee of another corporation or entity in which it owns shares of stock or other ownership interest or of which it is a creditor, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgments in connection with any action, suit, or proceeding, whether civil, criminal, arbitrative, or investigative in nature, in which such person was, is, or is threatened to be made a named defendant or respondent by reason of being or having been such a director, officer, or employee (whether or not the person is or was such at the time the costs or expenses are incurred by or imposed upon such person) as is required by Section 8.051 of the Texas Business Organizations Code ("TOBC"). The Corporation may indemnify any such person against and for any such expenses or costs and may advance expenses to any such person as is permitted by and according to the terms of Section 8.101 of the TBOC.

Section 5.10: Insurance. The Corporation may at the discretion of the Board purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation and Third Amended and Restated Bylaws or otherwise, including without limitation directors and officer's liability insurance.

These Third Amended and Restated Bylaws of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation were adopted at a duly called meeting of the Board of Directors of the Corporation, held on November __, 2020. These Third Amended and Restated Bylaws shall become effective upon the date of their approval by resolution of the City Council of the City of Hutto, Texas.

By: _____
Mike Arismendez, Chairman
Hutto Community Development
Corporation

By: _____
Mike Snyder,
Mayor, City of Hutto, Texas

~~SECOND~~THIRD AMENDED AND RESTATED BYLAWS OF
THE HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B
dba HUTTO COMMUNITY DEVELOPMENT CORPORATION

Effective _____, ~~2020~~July, 2021

Article I: Powers and Purposes.

Section 1.1: Corporate Identity: Offices. The name of the corporation is the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation (the "Corporation"). The principal office of the Corporation shall be at 500 W. Live Oak Street, Hutto, TX 78634. The Corporation may have other offices as the Board of Directors (the "Board") may determine.

Section 1.2: Powers. In order to implement the purposes for which the Corporation was formed, as set forth in its Articles of Incorporation, the Corporation shall have all the authority and powers of every nature and kind whatsoever, both expressed and implied, which are authorized or permitted by the terms of the Development Corporation Act of 1979, Chapter 501 of the Local Government Code, as amended (the "Act"). The Corporation shall have and may exercise each power and authority enumerated in the Act as if such power and authority were specifically set forth herein; provided the Corporation shall be governed by Chapter 505 of the Local Government Code and any other term or provision of the Act, Chapter 505 of the Local Government Code shall govern and prevail. The Corporation shall have the power and authority to undertake any lawful action not inconsistent with the Act and it shall promote economic development benefitting the City of Hutto, Texas (the "City"), including without limitation promoting industrial, manufacturing, commercial, retail, parks and residential development to encourage employment and the public welfare, both within the City limits and areas outside of the City limits which contribute to the economic welfare of the City. The powers of the Corporation shall include the authority to contract and be contracted with, and absent a conflict with Chapter 505 of the Local Government Code, the power to purchase, lease, sell and mortgage real estate, and to issue obligations for or otherwise finance all or part of the cost of one or more "Projects" as defined by the Act.

Section 1.3: Annual Corporate Budget. At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications as shall be in such format as may be prescribed from time to time by Board of Directors of the Corporation. Classifications of expenditures within the budget that are designated as routine ("R") (i.e., items such as salaries, multi-year contractual obligations, debt service payments, routine business expenses, etc.) are authorized for expenditure by the City Council approving the budget in

accordance with Texas Local Government Code Section 501.073(a). Classifications of expenditures within the budget that are designated as discretionary (D) (i.e. items such as allocations of unencumbered funds for use in future incentive, performance or funding agreements are appropriated by the City Council approving the budget but any expenditure of such funds must be subsequently approved by the City Council in connection with the specifically identified use or expenditure. The Corporation's fiscal year shall start on October 1 and end on September 30th of the following calendar year and may be changed or amended by action of the Board with approval by the City Council.

Section 1.4: Books and Records: Review of Financial Statements. The Corporation shall keep correct and complete books and records of all accounts and shall keep minutes of the proceedings of its Board and committees having any of the authority of the Board. All books and records of the Corporation may be inspected by any director, or his or her agent, any attorney representing the Corporation, any member of the City Council, and the City Manager, or such designee as the City Manager so designates, at a mutually reasonable time for the parties involved. The books, records, accounts and financial statements may be maintained for the Corporation by the staff of the City, subject to approval by the Board and City Council, and if so, the Corporation shall pay the City reasonable compensation for such services pursuant to an agreement between the parties.

Section 1.5: Powers in General. The Corporation may exercise all powers granted under the Act consistent with its Certificate of Formation, these amended bylaws and the resolutions and ordinances of the City Council.

ARTICLE II: Board of Directors.

Section 2.1: Appointment, Powers, Number and Term of Office. The Board shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Certificate of Formation, and these Bylaws. The Board shall consist of seven (7) members, each appointed by the City Council for a two (2) year term. At least three (3) directors shall be persons who are not employees, officers, or members of the City Council of the City. No more than four (4) of the seven (7) directors may be City employees or City Council members. All directors must be residents of the City or its extraterritorial jurisdiction ("ETJ") to ensure City residents have the opportunity to sit on and participate in the activities of the Corporation.

Any director, or all directors, may be removed from office at any time by majority vote of the City Council, for cause or at will. Any vacancy occurring on the Board shall be filled by appointment by majority vote of the City Council. Those filling vacancies shall serve out the term of the seat they are filling. In the event any member of the Board's term expires, but is not yet replaced, such member shall continue serving in the position until a replacement is appointed or removed by action of the City Council.

Section 2.2: Meetings of the Directors in General. The Board shall meet at least once each month and any member of the Board may request that an item be placed on the agenda by providing same in writing, to the Chairman no later than ten (10) days prior to the date of the Board meeting. The Board may hold its meeting at any place authorized by the Act and as the Board may from time to time determine; provided that in the absence of any such determination by the Board, the meeting shall be held at the principal office of the Corporation or at the City Council Chambers of the City. The Board shall conduct its meetings in accordance with all applicable Texas law.

Section 2.3: Regular Meetings. Regular meetings of the Board shall be held ~~at such times on the first Monday of the month except in cases of observed holidays falling on the first Monday (e.g., Labor Day, etc.) and places as shall be at Hutto City Hall unless otherwise noted and~~ designated, from time to time, ~~by resolution of on the Board posted agenda.~~ Notice of regular meetings need not be given to each Director, but public notice of each meeting shall be given in the manner prescribed by law.

Section 2.4: Special Meetings. Special meetings of the Board shall be held whenever called by the Chairperson, by the Secretary or by a majority of the Directors then in office, upon advice of the Corporation's General Counsel or by request of the City Council.

The Chairperson or his/her designee shall give or cause public notice to be given of each special meeting. Special notice of each special meeting shall also be given to each Director either by mail, telephone, electronically or in person at least two (2) hours before the meeting. Notice required by law to be given to any other person or entity shall be given in the manner prescribed by law. Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every Director is present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon, except as otherwise provided by law.

Section 2.5: Quorum. A majority of the Directors fixed by these Bylaws shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law. Any member of the Board may request a record vote on any matter to come before the Directors and that record vote will become a part of the minutes.

Section 2.6: Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order from time to time as the Board may determine.

Section 2.7: Compensation of Directors. Directors shall not receive any compensation for their services as Directors except that they may, upon request, be reimbursed for their actual expenses incurred in the performance of their official duties.

Section 2.8 Board Committees. The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority as is delegated and approved by resolution of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by a majority of the full Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 2.9: Advisory Board. The Board may appoint an advisory board or boards to assist the Board and perform such other duties as the Board may from time to time assign to the advisory board. An advisory board shall be made up of no more than seven (7) individuals. At the time the Board creates an advisory board, the Board shall adopt rules and regulations regarding membership of the advisory board. The advisory board may make recommendations to the Board, but all final, official actions of the Corporation shall be exercised only by the Board. The Board shall create a small business, convention and tourism advisory board which may include board members of the Hutto Chamber of Commerce, in addition to such other advisory boards desired by the Board.

Section 2.10: Texas Open Meetings Act and Texas Public Information Act. Meetings of the Board are subject to the Texas Open Meetings Act, Texas Government Code Chapter 551, and the Corporation is subject to the Texas Public Information Act, Texas Government Code Chapter 552.

Article III: Officers.

Section 3.1: Titles and Terms of Office. The Officers of the Corporation shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer, and such person may hold more than one office, except the Chairperson shall not also hold the office of Secretary. The Chairperson and each other officer of the Corporation shall be appointed by a majority vote of the directors of the Board then in office and shall hold office for a term of two (2) years or until his/her successor is elected or appointed. Each officer shall affirm their office and commitment to continue serving in their office in June of every year.

No City Council member serving on the Board may also serve as an officer of the corporation nor have signature authority on behalf of the corporation.

All officers shall be subject to removal from office with or without cause at any time by a majority vote of the City Council members then in office. A vacancy in any office shall be filled by appointment by a majority of the City Council Board.

Section 3.2: Chairperson. The Chairperson shall be the Chief Executive Officer of the Corporation, and, subject to the control of the Board, the Chairperson shall be in general charge of the properties and affairs of the Corporation. The Chairperson shall preside at all meetings of the Board in furtherance of the purposes of the Corporation; the

Chairperson may sign and execute all contracts, conveyances, resolutions, franchises, bonds, deeds, assignments, notes and other instruments in the name of the Corporation.

The Chairperson shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. The Chairperson shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.

The Chairperson shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board may direct, all of which shall during business hours be open to inspection at the principal office of the Corporation.

Section 3.3 Vice-Chairperson. The Vice Chairperson shall have such powers and duties as may be assigned by the Board and shall exercise the powers of the Chairperson during the Chairperson's absence or inability to act. Any action taken by the Vice Chairperson in the performance of the duties of the Corporation shall be with conclusive evidence of the absence or inability of the Chairperson to act at the time such action was taken.

Section 3.4 Secretary. The Secretary shall attest or sign with the Chairperson in the Corporation's name all contracts, conveyances, resolutions, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments of the Corporation.

In the absence of the Secretary, the Chairperson may appoint any other Board member as Secretary during such absence.

Section 3.5 Treasurer. The Treasurer shall have custody of all funds and securities of the Corporation that come in to his/her hands.

- a. When necessary, or proper, signature authority for the corporation rests with the Chairman, the Vice-Chair and the Treasurer may, any two (2) of whom (so long as 2 different individuals) shall be required to sign or endorse, on behalf of the Corporation for collection or payment of checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board.
- b. Whenever required by the Board, the Treasurer shall enter or cause to entered regularly in the books of the Corporation to be kept by the Treasurer for that purpose full and accurate amounts all monies received and paid out on account of the Corporation.
- c. The Treasurer shall perform all acts incident to the position of the Treasurer subject to the control of the Board.

d. The Treasurer, if required by the Board, shall give such bond for the faithful discharge of his/her duties in such form as the Board may require.

Financial accounting for Corporate funds may be delegated to the City as determined by the ~~board~~Board and if so, the Corporation shall pay the City reasonable compensation for such services pursuant to an agreement between the parties.

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Section 4.1: Effective Date. These ~~Second~~Third Amended and Restated Bylaws shall become effective only upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board of the Corporation; and,
- (2) the approval of these Bylaws by the City Council.

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Section 4.3: Interpretation of Bylaws. These ~~Third~~Amended and Restated Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these ~~Second~~Third Amended and Restated Bylaws, or the application thereof to a person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these ~~Second~~Third Amended and Restated Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these ~~Second~~Third Amended and Restated Bylaws to any other person or circumstance shall not be affected thereby.

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Section 5.2: Seal. The seal of the Corporation shall be as determined by the Board. The Board may determine the Corporation will have no seal.

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given by depositing it for mailing in a post office box, by electronic mail or with a private courier in a sealed postpaid wrapper addressed to the person entitled thereto at his/her address, as it appears on the books of the Corporation, and such notice shall be deemed given on the day of such mailing or courier receipt.

Attendance of a member of the Board at a meeting shall constitute waiver of notice of such meeting except where a director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Neither the business to be transacted ~~nor~~ the purpose of any regular or special meeting of the Board need be set forth in any notice to a director of such meeting unless required by the Board. Any notice whatsoever that may be required to be given to the public by law, shall be given in the manner prescribed by law.

Section 5.4: Resignations. Any director or Officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Chairperson. Absent a written notice of the resignation, the City Council of the City shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning director shall serve until such time as his/her successor takes office.

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Section 5.7: Dissolution of the Corporation. Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless otherwise expressly authorized by the City Council.

Section 5.8: Staff and Organizational Management. The Board, in its sole discretion, may hire and terminate employees of the Corporation. Pursuant to an administrative and professional services agreement between the Corporation and the City, the City may provide some staffing and support to the Corporation and pursuant to such an agreement, the Corporation shall reimburse the City for costs and expenses reasonably necessary for such support.

Section 5.9: Indemnification. The Corporation shall indemnify any current or former members of the Board, Officer, or employee of the Corporation, or any other person who may serve at the Corporation's request as a director, officer,

or employee of another corporation or entity in which it owns shares of stock or other ownership interest or of which it is a creditor, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgments in connection with any action, suit, or proceeding, whether civil, criminal, arbitrative, or investigative in nature, in which such person was, is, or is threatened to be made a named defendant or respondent by reason of being or having been such a director, officer, or employee (whether or not the person is or was such at the time the costs or expenses are incurred by or imposed upon such person) as is required by Section 8.051 of the Texas Business Organizations Code ("TOBC"). The Corporation may indemnify any such person against and for any such expenses or costs and may advance expenses to any such person as is permitted by and according to the terms of Section 8.101 of the TBOC.

Section 5.10: Insurance. The Corporation may at the discretion of the Board purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation and ~~Second~~Third Amended and Restated Bylaws or otherwise, including without limitation directors and ~~officers~~officer's liability insurance.

~~The Second~~These Third Amended and Restated Bylaws of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation were adopted at a duly called meeting of the Board of Directors of the Corporation, held on November __, 2020. These ~~Second~~Third Amended and Restated Bylaws shall become effective upon the date of their approval by resolution of the City Council of the City of Hutto, Texas.

By: _____
~~Steven R. Harris~~Mike Arismendez, Chairman
Hutto Community Development
Corporation

By: _____
~~Doug Gaul~~Mike Snyder,
Mayor, City of Hutto, Texas

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-127 approving a Development Agreement between the City of Hutto and Atlantic Urbana Acquisition Company, LLC for the Urbana at Cottonwood Creek Project. (Ashley Lumpkin)
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

The purpose of amending the Development Agreement is to indicate the developer's desire to be included within a Tax Increment Reinvestment Zone (TIRZ) based on the discussion when the annexation and zoning item were last before City Council.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-127 Hutto Resolution Approving Urbana DA
2. Hutto Urbana Development Agreement_6.29.21

RESOLUTION NO. R-2021-127

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A DEVELOPMENT AGREEMENT FOR URBANA AT COTTONWOOD CREEK PROJECT BETWEEN THE CITY OF HUTTO AND ATLANTIC URBANA ACQUISITION COMPANY, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Development Agreement for the Urbana at Cottonwood Creek Project between the City of Hutto and Atlantic Urbana Acquisition Company, LLC, and authorize the City Manager to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

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

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Development Agreement for the Urbana at Cottonwood Creek Project, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 5th day of August, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

DEVELOPMENT AGREEMENT
(Urbana at Cottonwood Creek Project)

STATE OF TEXAS

§

WILLIAMSON COUNTY

§

§

This Development Agreement (this “Agreement”) is made and entered into by and among the **CITY OF HUTTO, TEXAS**, a municipal corporation (the “City”), and **ATLANTIC URBANA ACQUISITION COMPANY, LLC**, a Delaware limited liability company and its successors and assigns (collectively herein referenced as the “Developer”). The City and Developer are sometimes each individually herein referred as a “Party” and sometimes collectively herein referenced as the “Parties”.

RECITALS

- A. Developer is under contract to purchase approximately 43.521 acres of land, more or less, located within the City's extraterritorial jurisdiction (the “ETJ”) in Williamson County, Texas, and described by metes and bounds on the attached Exhibit “A” (the “Property”).
- B. Developer plans to develop a mixed-use project consisting of primarily single family detached and duplex residential units and commercial uses (the “Project”), as depicted on the Concept Plan attached as Exhibit “B”. The Project may be constructed in two phases. “Phase 1” of the Project is intended to be the development of the single family detached and duplex residential units, and “Phase 2” of the Project is intended to be the development of the commercial use portion of the Property. Phase 1 and Phase 2 of the Project are shown on the Concept Plan attached hereto as Exhibit “B”.
- C. The City has found and determined that the development of the Project will further the public interest and welfare, and that the benefits that will accrue to the City are consistent with the City’s economic development objectives to provide new residential housing and commercial developments in the City’s marketplace.
- D. Developer and the City desire to have the Property annexed into the City and to establish a planned unit development zoning in connection with the development of the Project to provide increased certainty to Developer and the City concerning certain development rights, arrangements and commitments, and to identify other aspects of the development of the Project in the form of this Agreement, which is promulgated under Section 212.172 of the Texas Local Government Code.
- E. Developer acknowledges that the boundaries of the City’s proposed Tax Increment Reinvestment Zone (TIRZ) include Developer’s property for the Project and will participate, to the extent required by law, at such time as the City creates the TIRZ.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Developer agree as follows:

ARTICLE I
RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II

DEFINITIONS

Section 2.01. Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meaning indicated:

“**Applicable Requirements**” shall mean the applicable federal, state and local laws, rules and regulations.

“**City**” shall mean the City of Hutto, Texas, a municipal corporation.

“**City Council**” shall mean the City Council of the City or any successor governing body.

“**City Manager**” shall mean the person or entity engaged by the City to serve in the capacity of the City's manager.

“**Concept Plan**” shall mean the concept plan for the Project attached as Exhibit “B”, as it may be amended from time to time in accordance with 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 of the Project.

“**Effective Date**” and similar references shall mean the date defined in Section 11.01.

“**Final Plat**” shall mean a map of a subdivision, addition or development to be recorded in the applicable county plat records after approval by City.

“**LUE**” shall mean Living Unit Equivalent, which is one (1) sewer LUE (for City design purposes, 225 gallons per day per LUE of sewer service) or one (1) water LUE (for City design purposes, 438 gallons per day per LUE for water service).

“**Preliminary Plat**” shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and approval by the City prior to the submission of a Final Plat.

“**Project**” shall mean the development of the Property as a mixed-use project consisting of primarily single family detached and duplex units and commercial uses, as depicted on the Concept Plan attached as Exhibit “B”.

“**Property**” shall mean the land described on Exhibit “A”.

“**SUE**” shall mean Service Unit Equivalent, which is used interchangeably with Living Unit Equivalent (LUE) in the City's fee calculations and utility system analysis.

“**UDC**” shall mean the Unified Development Code of the City as of the Effective Date.

ARTICLE III

ANNEXATION, ZONING, AND VESTING RIGHTS

Section 3.01 Jurisdiction. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code and the Interlocal Agreement, the City shall have and exercise exclusive jurisdiction over the review and approval of Preliminary Plats, Final Plats, and subdivision construction plans, and Williamson County shall have and exercise no jurisdiction over such matters during the Term of this Agreement.

Section 3.02 Annexation. Developer and the City hereby agree to the annexation of the Property into the City's corporate city limits, as permitted by Section 212.172(b)(7) of the Texas Local Government Code, and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Developer's request for annexation. Annexation shall be complete upon adoption of an annexation ordinance by the City.

Section 3.03 Land Use. For purposes of this Agreement the following shall be allowed within areas noted as Residential areas: uses permitted in the City's MF Zoning District under the City's Regulations, as they existed on the Effective Date, or subsequent regulations that are equivalent. Commercial lots in the Land shall be entitled to the uses allowed in the B-1 Commercial Zoning District under the City's Regulations, as they existed on the Effective Date, or subsequent regulations that are equivalent.

Section 3.04 Zoning. As depicted on the Concept Plan, attached as Exhibit "B", the Developer is proposing both Multi-Family (MF) Base District and Non-Residential (B-1) Base District zoning. Developer has submitted to the City a Planned Unit Development ("PUD") zoning application in accordance with the City's ordinances, rules and regulations, and the City will timely process such application. Contemporaneously with the annexation of portions of the Property into the City's corporate city limits, the City will zone such annexed portions of the Property MF and B-1 consistent with the land use regulations described in Article 4, including Exhibit "B", Exhibit "C", and the terms and waivers of this Agreement.

Section 3.05 PUD (Planned Unit Development). It is the intent of the City to zone the residential lot in the Property as PUD (Planned Unit Development) with base zoning classification of MF (Multi Family Residential) as consistent with this Agreement and the Concept Plan. It is also the intent of the City to zone the lot dedicated for Commercial Use as PUD (Planned Unit Development) with base zoning classification of B-1 Commercial as consistent with this Agreement and the Concept Plan. The zoning of the Property as provided herein concurrently with the annexation of the Property shall be incorporated into the annexation service plan, if applicable, for the Property pursuant to Section 43.056 of the Texas Local Government Code and shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City, with such process to be commenced upon receipt of the annexation petition described in Section 3.02 and receipt of a zoning application that complies with this Agreement and the Applicable Requirements, provided that the City Council will not take final action on the zoning application until the Property is annexed into the City limits. Pursuant to Section 212.172(b)(8) of the Texas Local Government Code, the Property uses, development, and development intensity shown on and allowed in the Concept Plan and in this Agreement shall be allowed for the Property after annexation. If the City does not zone the Property as provided in this section, then Developer, in addition to the rights and remedies it may have under any other agreement with the City, shall have the right to enforce the obligations of the City under this Section to the extent that those obligations are enforceable and pursuant to remedies that are available under applicable law, including, without limitation, seeking disannexation of the Property for failure to provide services contained within the annexation service plan pursuant to Section 43.141 of the Texas Local Government Code, and the Property shall remain entitled to the rights and benefits provided in this Agreement notwithstanding such inaction by the City.

Section 3.06 Chapter 245 Permit. The City acknowledges the importance to Developer of having certainty and predictability of development regulations while planning such an extensive project. Likewise, Developer recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Developer shall have statutory authority to develop the Project on the Property in accordance with the terms of this Agreement. Developer shall be deemed vested (and rights shall accrue) from the Effective Date of this Agreement up until the termination date of this Agreement. This Agreement is the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code and as authorized by Section 212.172(g) of the Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the City's UDC or any other City ordinances, policies or requirements, this Agreement shall govern. An accrued right under this Agreement shall not apply to these regulations as follows:

- (a) uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the Code;
- (b) ordinances and regulations for utility connections (other than with regard to utility capacity commitments described herein or in any wastewater service agreement for the Project);
- (c) ordinances and regulations to prevent the imminent destruction of property or injury to persons;
- (d) fees imposed in conjunction with development permits, This provision does not apply to impact fees, unless impact fees are updated or amended and are required to be assessed to the Property as required by Chapter 395 of the Texas Local Government Code;
- (e) regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy;
- (f) construction standards for public works located on public lands or easements.
- (g) regulations to prevent the imminent destruction of property or injury to persons if the regulations do not affect landscaping or tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a project.

Permit applications subject to (a), through (g) above shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Developer and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

ARTICLE IV **CONCEPT PLAN, APPLICABLE DEVELOPMENT** **REGULATIONS AND RELATED MATTERS**

Section 4.01 Phasing/Updates. The Project will be developed in phases over time. Developer may change the phase of development from time to time in response to market conditions or other factors, consistent with the City of Hutto Unified Development Code (UDC) requirements in the phasing of infrastructure. Phases may be developed concurrently.

Section 4.02 Concept Plan. The Concept Plan generally complies with the City's goals and objectives: the land use, densities, and roadway alignments and sizes, and other matters shown on the Concept Plan. A Preliminary Plat that complies with the Concept Plan (as it may be amended), this Agreement, state law and federal law shall be reviewed and approved by the City in accordance with Applicable Requirements, when submitted for review and approval. Final Plats that comply with the Concept Plan (as it may be amended), this Agreement, and the Preliminary Plat, state law and federal law shall be reviewed and approved by the City in accordance with Applicable Requirements, when submitted for review and approval.

Section 4.03. Regulations. All development within the Property shall generally comply with (i) the Concept Plan attached hereto as Exhibit "B", (ii) the City Code (as modified by Development Waivers in Exhibit "C" and otherwise by this Agreement), and (iii) the other terms and conditions of this Agreement (including the Exhibits). All residential units that front on a public street shall be required to meet one of the following standards: (i) a minimum of three feet (3') wainscot of stone, brick, or stucco on all four sides of the residential unit; or (ii) a minimum of fifty percent (50%) masonry (stone, brick, or stucco) shall be required on the street facing elevation.

Section 4.04 Amendments. Due to the fact that the Project may occur in phases, Developer may propose major and minor amendments to the Concept Plan and submit for City review and City Council approval. "Major Amendments" shall be those that (i) change the density of a specific phase shown on the Concept Plan which increases the overall density of development of the Property, or (ii) change the general alignment of any roadway or trail identified on the Concept Plan (provided that the realignment of any private roadway or trail located within gated portions of the residential lot of the Project shall not be deemed a "Major Amendment" for purposes hereof), or (iii) change the land area of any phase shown on the Concept Plan by more than five percent (5%). Major Amendments to the Concept Plan shall require a recommendation by Planning and Zoning Commission and approval by the City Council. "Minor amendments" are all amendments that do not meet the definition of Major Amendments. Minor Amendments shall be administratively approved by the City's Development Services Director. If the City's Development Services Director and Developer dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination. A minor amendment to the Concept Plan shall not be considered a waiver of Developer's Chapter 245 rights as described in Section 3.06.

Section 4.05 Duration. Approval of the Concept Plan, Preliminary Plats, and construction plans, for the Project when submitted to and approved by the City, will remain in effect for the Term of this Agreement as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same "project" pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245, subject to the terms and conditions of this Agreement, regardless of whether all or any portion of the Property is annexed or zoned.

Section 4.06 Other Fees. Developer shall pay the City's application, review and development, and permitting/administrative fees which are applicable to all other developments within the City in accordance with the Fee Schedule in effect on the execution date and as may be amended from time to time. Developer shall pay administrative, legal, consulting and engineering costs related to Developer's participation in the TIRZ.

ARTICLE V **ROADWAYS**

Section 5.01 Dedication for C.R. 199 Expansion. Developer agrees to dedicate to the City, in fee simple, at no cost to the City, that certain right-of-way along the northern, western, and southern boundaries of the Property as shown on the Concept Plan attached hereto as Exhibit "B" for the extension of C.R. 199 (Front Street). The right-of-way dedication will be made contemporaneously with the recordation of the Final Plat

in the county records. The value of the dedication of right-of-way shall be counted towards the total transportation mitigation measures as discussed below.

Section 5.02 Roadway Improvements. Developer is in the process of performing a Traffic Impact Analysis (the “TIA”) as required for the construction of the Project as shown in the Concept Plan. “Roadway Improvements” shall be defined as those mitigation measures identified within the finally approved TIA and required by the City of Hutto. Developer may request and obtain a Rough Proportionality Determination as prescribed by Texas Local Government Code Section 212.904 and Rough Proportionality Worksheet (collectively, the “RP Determination”) in order to determine the rough proportionality of the costs of the Roadway Improvements that are attributable to the development of the Project. The Developer may apply and shall be entitled to a credit against the Transportation Impact Fees of Ordinance O-18-07- 19-9A and any other future transportation impact fee requirements established by the City for all contributions of land, improvements, and/or funds actually made by Developer pursuant to this Agreement in connection with the construction of the Roadway Improvements described in this Article, which shall be approved conditioned on the Developer making such payments as required by the TIA. If the City reasonably determines that the Roadway Improvements are required, Developer will fund and/or construct the Roadway Improvements, provided that the City agrees that the Roadway Improvements may be funded and/or constructed in phases as set forth below and the actual, out-of-pocket costs incurred by Developer in connection with the design, engineering, permitting and construction of the Roadway Improvements will be subject to reimbursement by the City based upon the RP Determination and in accordance with Section 5.03 below.

The portion of the Roadway Improvements located immediately adjacent to Phase 1 of the Project (the “Phase 1 Front Street Improvements”) shall be designed, engineered, permitted, and constructed by Developer concurrently with the development of Phase 1 of the Project. The portion of the Roadway Improvements located adjacent to Phase 2 of the Project (the “Phase 2 Front Street Improvements”) shall be designed, engineered, permitted, and constructed by Developer concurrently with the development of Phase 2 of the Project. Developer will not be required to design, engineer, or construct both the Phase 1 Front Street Improvements and the Phase 2 Front Street Improvements at the same time, unless both Phase 1 and Phase 2 of the Project are being developed concurrently.

Section 5.03 Reimbursement for Roadway Improvements. Prior to commencing the design, engineering, permitting, and construction of the Roadway Improvements, Developer shall provide an Opinion of Probable Cost to the City of Hutto for the estimated costs of the Roadway Improvements. Any Reimbursement Agreements shall be negotiated and agreed upon between the Developer and City of Hutto prior to commencing with design, engineering, permitting, and construction of said Roadway Improvements. Upon completion of construction of each phase of the Roadway Improvements, the City shall pay to Developer the City’s proportionate share, based upon the RP Determination and/or Reimbursement Agreement, of the costs incurred by Developer in the design, engineering, permitting, and construction of the respective phase of said Roadway Improvements, which reimbursement shall be paid in a lump sum to Developer within thirty (30) days following the City’s receipt of project engineer’s letter of substantial completion and City approval of construction, which approval shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE VI **WATER AND WASTEWATER**

Section 6.01 Water Capacity. The City shall reserve for fifteen (15) months following the Effective Date hereof, sufficient water capacity (LUEs) in its existing water facilities to meet the Project’s needs based upon the total number of residential units for Phase 1 of the Project and the total amount of commercial square footage for Phase 2 of the Project, consistent with the proposed Concept Plan and as designed by

the Developer's engineer. The water LUEs may be allocated by Developer between Phase 1 and Phase 2 of the Project, as approved by the City Engineer. The City agrees, in accordance with Applicable Requirements, to allow Developer to connect to City's adjacent water facilities upon Developer's payment of the water impact fees set forth in Section 6.04 below.

Section 6.02 Wastewater Design. Developer and City acknowledge and agree that there are existing wastewater facilities sufficient to provide service to the Project. The City agrees to allow Developer to connect to City's adjacent wastewater facilities upon Developer's payment of the wastewater impact fees set forth in Section 6.04 below. Specifically, Developer shall be permitted, but shall not have the obligation, to tie into the wastewater manhole #2 (MH2) as shown on the Construction Plans titled "City of Hutto Covert Offsite Water and Wastewater Improvements" dated January 10, 2000, which is located at the northwest corner of the Project. MH2 shall have sufficient wastewater capacity to service to the Project.

Section 6.03 Wastewater Capacity. The City shall reserve for fifteen (15) months following the Effective date hereof, sufficient wastewater capacity (LUEs) in its existing water facilities to meet the Project's needs based upon the total number of residential units for Phase 1 of the Project and the total amount of commercial square footage for Phase 2 of the Project, consistent with the proposed Concept Plan and as designed by the Developer's engineer. The wastewater LUEs may be allocated by Developer between Phase 1 and Phase 2 of the Project, as approved by the City Engineer.

Section 6.04 Water and Wastewater Impact Fees. The City and Developer agree that the assessment and payment of water and wastewater impact fees shall be based on the water and wastewater impact fee ordinance in place at the time of approval of this development agreement.

ARTICLE VII **TERM AND TERMINATION**

Section 7.01 Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue until the earlier of: (a) the expiration of forty-five (45) years; (b) completion of the Project as evidenced by the completion of all public infrastructure and the issuance of certificates of occupancies for all development; or (c) the date this Agreement is otherwise earlier terminated pursuant to the terms hereof.

Section 7.02 Termination. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Developer or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owner of only the portion of the Property affected by the amendment or termination. Developer may terminate this Agreement if the City has not completed annexation of the Property within one year from the Effective Date.

ARTICLE VIII **AMENDMENTS TO THE AGREEMENT**

Section 8.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by the City and Developer, or all the then-current owners of all portions of the Property; provided, however, an owner of a portion of the Property and the City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner, provided that the Developer must be Party to such amendment if Developer then owns any portion of the Property. In addition, as long as Developer owns any portion of the Property, Developer and the City may amend this Agreement without the joinder of any other landowner. If this Agreement is amended for the benefit of another owner of a portion of the Property, any default under such amendment shall not constitute a default under this Agreement.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

Section 9.01 Representations and Warranties of Developer.

(1) Authorization. Developer is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Agreement.

(2) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound.

(3) Execution. The execution and delivery by Developer of, and Developer's performance under this Agreement are within Developer's powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of Developer has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms.

(4) Litigation. Developer has not received written notice and has no actual knowledge of any litigation pending or threatened against Developer that might adversely affect the Property or the Project or Developer's ability to perform its obligations under this Agreement.

Section 9.02 Representations and Warranties of City.

(1) Authorization. The City is a municipal corporation with full right and authority to enter into this Agreement and to consummate the transactions described in this Agreement.

(2) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

(3) Execution. The execution and delivery of, and the City's performance under, this Agreement are within the City's powers and have been duly authorized by all requisite municipal action. Each of the Persons executing this Agreement on behalf of the City is duly authorized to do so. This Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

(4) Conflict. As of the Effective Date, there are no City requirements, standards, moratoria, or interim development controls that are in conflict with the express provisions of this Agreement.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01 Default. It shall be a default under this Agreement if either Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from the other Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

Section 10.02 Remedies Between the City and Developer. If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 10.01 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Williamson County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees. Notwithstanding anything herein to the contrary, no event of default hereunder shall entitle the agreed Party to recover consequential, special or punitive damages of any kind.

Section 10.03 No Liability for Action of Others. Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such owner or by any person acting by, through or under such Developer or successor or assign.

Section 10.04 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Roadway Improvements and Water Improvements (collectively, "Authorized Improvements") are under construction (and until the full and final completion of the Authorized Improvements and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Authorized Improvements construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional named insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Authorized Improvements construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an Additional Named Insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

Section 10.05 INDEMNIFICATION AND HOLD HARMLESS. DEVELOPER, AND DEVELOPER'S SUCCESSORS AND ASSIGNS HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS CURRENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER REAL OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING

OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF DEVELOPER, INCLUDING THE NEGLIGENCE OF DEVELOPER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE, SUBJECT TO THE TERMS OF THIS SECTION. DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF DEVELOPER AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY.

Section 10.06 Performance, Payment and Maintenance Bonds. Developer shall obtain performance and payment bonds as required by Chapter 2253. Public Work Performance and Payment Bonds, of the Texas Government Code. After inspection and acceptance of public improvements by the City that benefit the Project, Owner shall provide a two (2) year maintenance bond.

Section 10.07 Exactions Roughly Proportionate. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 and Section 212.904 of the Texas Local Government Code, arising out of this Agreement. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of platting and concept planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and, in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims.

Section 10.08 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

Section 10.09 Reservation of Rights. To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

ARTICLE XI **MISCELLANEOUS PROVISIONS**

Section 11.01. Effective Date. The Parties agree that the "Effective Date" of this Agreement shall be the date on which this Agreement is executed by both Parties.

Section 11.02 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future owners and developers of land within the Property. Notwithstanding the foregoing, this Agreement is not binding upon, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

Section 11.03 Assignment. The Developer has the right to assign this Agreement with the consent of the City, which consent shall not unreasonably be withheld, in whole or in part, and including any obligation,

right, title, or interest of the Developer under this Agreement, to any person or entity (an “Assignee”) that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Developer. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Developer shall not be released until the City receives such assignment. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Each Assignee shall be considered to be both a “Party” to this Agreement and the “Developer” for the purposes of the obligation, right, title, or interest assigned to the Assignee. The City shall not assign this Agreement.

Section 11.04 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

Section 11.05 Notices. It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery” addressed to the Party to be notified, or (iv) by sending same by facsimile with receipt of confirmation. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a “next day delivery” service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Developer:

Atlantic Urbana Acquisition Company, LLC
255 North Rosemont #14890
Tucson, Arizona 85732
Attention: Zach Hinman
Email: zh@urbanmoment.com

With a copy to:

Jackson Walker, LLP
100 Congress Avenue, Suite 1100
Austin, Texas 78701

Attention: Cassie Ross
Email: cross@jw.com

City:

City Manager
500 W Live Oak Street
Hutto, TX 78634
Attn: Warren Hutmacher
Email: warren.hutmacher@huttotx.gov
Phone: (512) 759-4030

With a Copy to:
Alan
BojorquezBojorquez Law
Firm, PC
11675 Jollyville Road, Suite 300
Austin, TX 78759
Email: dottie@texasmunicipallawyers.com
Phone: (512) 250-0411

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

Section 11.06 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

Section 11.07 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 11.08 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, materials or labor shortages, strikes, slowdowns, work stoppages, or pandemics or epidemics.

Section 11.09 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

Section 11.10 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 11.11 Attorney's Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

Section 11.12 Applicable Law and Venue. **THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Williamson County as applicable , and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 11.13 Further Assurances. Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

Section 11.14 No Personal liability of public officials or the City. To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement.

Section 11.15 No Boycott of Israel. If applicable, if the Developer employs 10 or more full-time employees and the Agreement has a value of \$100,000 or more, Developer shall comply with the provisions of Section 2270.001(2), Government Code that the Developer does not boycott Israel or that during the term of the Developer will not boycott Israel.

Section 11.16 HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

Section 11.17 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

Section 11.18. Counterparts. This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

Section 11.19 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.

Section 11.20 Developer's Purchase of Property. The City acknowledges that Developer does not own the Property as of the date hereof, but is under contract to purchase the Property. The obligations of Developer under this Agreement are contingent and conditioned upon Developer acquiring the Property. In the event that Developer fails to consummate the acquisition of the Property, then this Agreement shall automatically terminate and neither the Developer nor the City shall have any further obligations under this Agreement.

Section 11.21 Exhibits.

Exhibit "A"	Legal Description of Property
Exhibit "B"	Concept Plan
Exhibit "C"	Development Waivers

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple counterparts, each of which shall constitute an original, this _____ day
of _____, 20_.

Developer:

ATLANTIC URBANA ACQUISITION COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this _____ day of
_____, 2021, by _____, _____ of _____, on behalf of said
_____.

Notary Public ☐ State of Texas

EXHIBIT "A"
PROPERTY

EXHIBIT "B"
CONCEPT PLAN

EXHIBIT “C”
DEVELOPMENT WAIVERS

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area

	Residential MF (c)	Non-Residential B-1 (c)(d)
Lot area (min)	20,000 sq. ft.	43,560 sq. ft
Lot width at building line (min)	100 ft.	100 ft.
Front yard setback	25 ft.	25 ft.
Side yard (min)	15 ft.	0 ft. for common walls or 10 ft. (a)
Rear yard (min)	20 ft.	25 ft.
Side and rear yard for accessory building (min)	Same as main Building (b)	Same as main building (b)
Spacing between buildings (min)	0'/10 ft. (a)	0/20 ft. (a)
Building height (min/max)	35' Max 2 stories	45 ft.
Building height, accessory (max) (b)	15 ft.	15 ft.
Impervious Cover	65%	85%

(a) Side setback of 0 feet is allowed only for internal attached buildings with a common wall.

- (b) Accessory buildings are not permitted between the front building line of the primary building and the public right of way.
- (c) Detention is required.
- (d) Commercial/Non-Residential setbacks will comply to Section 3.1.3.2 of this PUD

3.1.2 Setback encroachment exceptions

Type of structure or use	Residential uses	Non-residential uses
Air conditioning equipment	Any part of the side and rear yard. Must be screened from view	n/a
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL	
Awnings / Galleries	No more than 3 ft. into front, side or rear setback; may hang over easements	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 yards shall be provided along the following areas of the Urbana PUD. Landscape for the buffer yard shall be planted per the requirements of Section 3.4.2.
 - 15 ft. from CR199 right-of-way bordering the project on the west and south
 - 15 ft. from the right of way of the proposed new collector road which will be located along the northern property boundary
- 3.1.3.2 When nonresidential land uses are adjacent to the Urbana residential product, the following conditions must be met:
 - Landscape Buffer:
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer with a 6-foot-tall masonry wall
 - Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.

- Height
 - All buildings must be setback a minimum of 1 foot for each foot of height from adjacent SF-1 properties.
- Operating Hours
 - Hours are limited to 7:00 a.m. to 10:00 p.m., unless otherwise approved by specific use permit.
- Outdoor Lighting
 - All outdoor lighting must be fully shielded, hooded and cannot trespass onto any adjacent property.

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. Loading docks shall be located more than 100 ft. from a residential use or lodging establishment.

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

3.1.4.2 Dumpster screening

Dumpster enclosures within the Urbana PUD non-residential areas must be located at least 50 ft. from a 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).

Within the MF land use area, dumpsters shall be no closer than 10' from a residential unit. Dumpster enclosures in the MF land use area shall be screened from view by wood fences and enclosure gates.

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

3.1.4.3 Parking lot screening

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

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

3.1.4.4 Mechanical equipment screening

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

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, or provide landscape screening in compliance with the UDC.

In non-residential areas, 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.

3.2 Site Design Standards

3.2.1.1 Landscaping Areas

- Landscape islands of at least 162 sq. ft. must be placed at both ends of a parking row.
- Parking rows cannot extend for greater than 10 spaces without an interrupting landscape island of at least 162 sq. ft.
- A 10 ft. landscape median shall be provided between every other parking bay, unless space constraints exist and it is not physically possible to comply and still create a functioning parking lot. The planning director shall have authority to approve modifications on a case by case basis.

3.2.2 Parking and Loading Space Bulk Standards

3.2.2.1 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.

3.2.2.2 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:

Land use classification	Required specs (minimum)	Maximum Spaces
Multi-tenant retail buildings;	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Restaurant	1 per 150 sq. ft. GFA	1 per 75 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	1 per 200 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Child day care facility	1 per employee + 3	1 per employee + 6
Urbana Detached/Attached MF Units	1.5 per 1 bedroom unit 2 per 2 bedroom unit 2.5 per 3 bedroom unit 10% of the total required spaces shall be added as guest parking	N/A
Self-Storage	5 at office	10 at office
Light Industrial	1 space per 1,000 sq. ft. GFA	1 space per 333 sq. ft. GFA
Research Laboratory	1 space per 400 sq. ft. GFA	1 space per 200 sq. ft. GFA

3.2.2.3 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.

3.2.2.4 Space computation and fractions

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

3.2.2.5 Sidewalks and connectivity are required throughout the development.

3.3 Architectural Standards

3.3.1 Design Guidelines

Nonresidential building design within the Urbana PUD shall comply with the architectural design criteria outlined in the City of Hutto Unified Development Code (UDC) in place at the time of approval of this PUD.

Residential building design for the Urbana housing product is illustrated on the images provided on Exhibit D of this PUD. Distinct groups of buildings will share a common, identifiable, complementary design or style as depicted on Exhibit D. This includes non-residential structures in the development such as amenity centers, maintenance buildings, garages, carports, and dumpster enclosures. A multiple household residential structure must have a single definitive, consistent style.

The following criteria are required for the MF land use area:

- No more than three building types shall be repeated in a row with the same orientation
- No more than two adjacent buildings shall share the same color scheme
- Two of the following design elements will also be implemented on units facing any public or private drive:
 - Two unique roof eave lines
 - Two unique wall planes
 - Two unique material patterns or colors
 - Covered Parking/Garage
 - Porch/Balcony

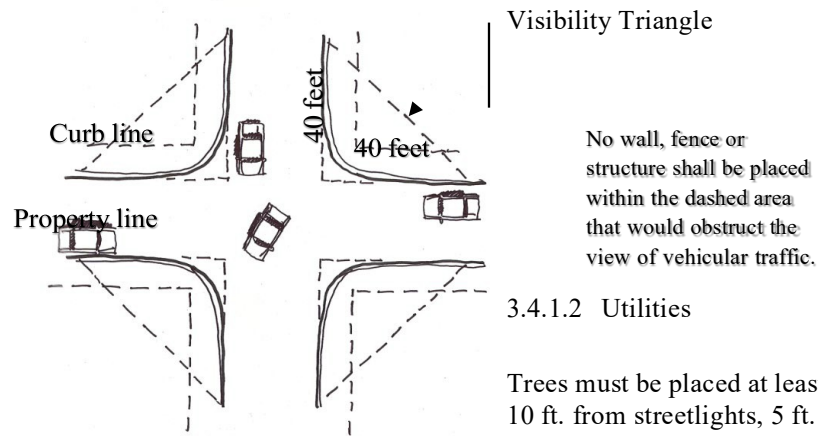
No additional architectural design criteria shall be required beyond the design regulations listed above and as illustrated on the product images on Exhibit D.

3.4 Landscaping

3.4.1 General Standards

3.4.1.1 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.



3.4.1.2 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.

3.4.2 Required Landscaping:

- 3.4.2.1 Landscaping areas: A minimum percentage of the total area being developed shall be landscaped in accordance with the following percentages:

Non-Residential: 15%

Residential MF: 20%

The planting requirements listed in the chart below shall be required within the Urbana PUD Landscape Areas and fully meet the minimum landscape requirements for the Project. Plant material shall be selected from the allowing species listed in the City of Hutto UDC.

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer CR 199 and New Collector connection along north boundary: 15 foot minimum buffer	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Buffer area in between residential MF and nonresidential B-1 uses: 25 foot landscape buffer only or 15 foot minimum buffer & 6 foot tall wall	1 per 30 ft. of linear buffer	1 per 30 ft. of linear buffer	1 per 5 ft. of linear buffer
MF Residential Units: Landscape required per individual unit	1 per unit	1 per unit	12 per unit
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 per 4 linear ft of wall/fence enclosure constructed
Ground Mounted Equipment. <u>Non-Residential areas only</u>			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

3.4.3 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.

3.4.4 Native Landscape Buffer Trees

- (1) Trees shall be located a minimum of ten feet (10') from a building.
- (2) Located within a minimum six-foot (6') wide planting strip or within an 6'x6' tree grate.
- (3) Sized at a minimum of three (3") caliper;
- (4) 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.
- (5) The following tree species are recommended for Landscape Buffer Trees. The same species may 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>

3.4.5 Materials, maintenance and replacement

3.4.5.1 Plant materials

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

3.4.5.1.1 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, including cedar privacy

fencing, walls or other screening fencing within the community.
Landscaping must be maintained free from disease, pests, weeds and litter.

3.4.5.1.2 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.

3.4.6 Irrigation

3.4.6.1 Automatic irrigation required

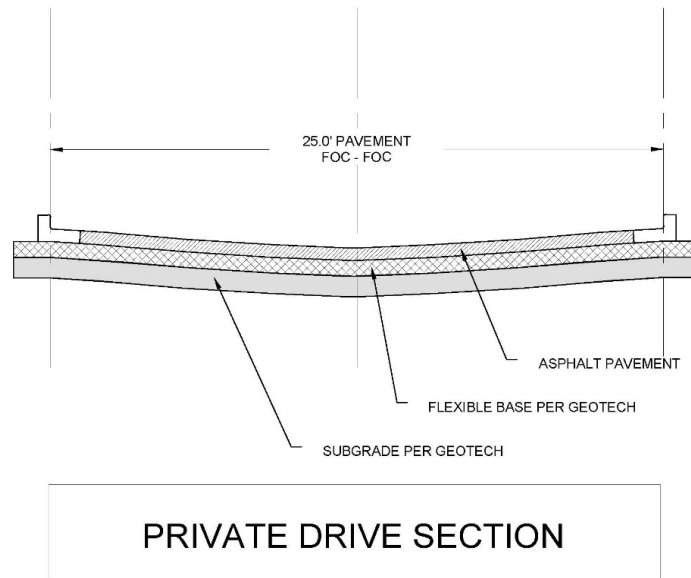
All plants on newly developed parcels must be irrigated with underground or drip irrigation.

3.5 Private Drives

3.5.1 Private Drive Alignment

The precise alignment of the private drives included in the Plan may be varied with City approval. **Exhibit C** illustrates the primary circulation pattern and the below drive designation describes the planned drives within the PUD boundary.

3.5.2 Private Drive Cross Section within MF land use area



3.6 Common Open Space / Parkland

3.6.1 Common Open Space

The Urbana PUD Parkland requirements shall be satisfied by a fee in lieu of payment for parkland contribution. The fee for parkland shall be calculated as \$675 per unit.

The parkland fee in lieu calculation summary shall be provided with the site plan. Payment of the parkland fee in lieu shall be provided prior to the recordation of a final plat for the number of units within said final plat.

In addition to the fee in lieu of parkland, an internal, private network of amenities will be provided within the residential area and will include but not be limited to the following amenities:

- Clubhouse
- Swimming pool
- Dog park
- Trail Connection to Cottonwood Creek Greenbelt

3.7 Walls and Fencing

3.7.1 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 in non-residential areas (stone, brick, similar materials) Wood fencing is allowed within the MF designated area
Perimeter Residential Boundary on west and south side along CR 199	6 ft.		Masonry
	Must include the same materials, finishes and detailing as the host structure. Gates must be visually and structurally solid; must be metal. Dumpsters and compactors cannot be unscreened unless they are used for a construction or demolition project on the site.		
Utility substation or facility	6 ft. – 12 ft. or sufficient to conceal the substation		Masonry (stone, brick, similar materials)
Single Family or Multi Family lot that backs up to park or open space	6 ft.		Decorative iron fence
Buffer area in between non-residential use and residential use, if combined with 15 ft landscape buffer yard option	6 ft.		Masonry

3.8 Outdoor Lighting

3.8.1 General Standards

3.8.1.1 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
- Illumination spillover onto adjacent residential zoned properties must be no more than 5 lux. Streetlights are exempted.
- All lights shall be fully shielded and hooded.

3.8.1.2 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.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-128 calling and setting a public hearing on September 2, 2021, at 7:00 PM on the proposed budget for fiscal year 2021-2022.(Angie Rios)
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-128 calling and setting public hearing on budget

RESOLUTION NO. R-2021-128

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, CALLING AND
SETTING A PUBLIC HEARING ON SEPTEMBER 2, 2021, AT 7:00 PM
ON THE PROPOSED BUDGET FOR FISCAL YEAR 2021-2022.**

WHEREAS, the City Council desires to call and set a public hearing on September 2, 2021, at 7:00 PM on the proposed budget for fiscal year 2021-2022.

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

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

SECTION 2: The Hutto City Council hereby calls and sets a public hearing on September 2, 2021, at 7:00 PM on the proposed budget for fiscal year 2021-2022.

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

RESOLVED this 5th day of August, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-129 calling and setting a public hearing on September 2, 2021, at 6:00 PM on the proposed tax rate for fiscal year 2021-2022 and determining the proposed tax rate to be included in the hearing notice.(Angie Rios)
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 2021 Tax Rate Calculation - City of Hutto (002)
2. Sales tax certification
3. R-2021-129 calling and setting public hearing on tax rate

2021 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF HUTTO

Taxing Unit Name

500 W LIVE OAK ST, HUTTO, TX 78634

Taxing Unit's Address, City, State, ZIP Code

(512) 759-4033

Phone (area code and number)

WWW.HUTTOTX.GOV

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2020 total taxable value. Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 2,167,204,866
2.	2020 tax ceilings. Counties, cities and junior college districts. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2020 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 2,167,204,866
4.	2020 total adopted tax rate.	\$ 0.600000 /\$100
5.	2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value.	
	A. Original 2020 ARB values:	\$ 0
	B. 2020 values resulting from final court decisions:	- \$ 0
	C. 2020 value loss. Subtract B from A. ³	\$ 0
6.	2020 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2020 ARB certified value:	\$ 25,476,338
	B. 2020 disputed value:	- \$ 3,821,451
	C. 2020 undisputed value. Subtract B from A. ⁴	\$ 21,654,887
7.	2020 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 21,654,887

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2020 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 2,188,859,753
9.	2020 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2020. Enter the 2020 value of property in deannexed territory. ⁵	\$ 0
10.	2020 taxable value lost because property first qualified for an exemption in 2021. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2020 market value: \$ 0 B. Partial exemptions. 2021 exemption amount or 2021 percentage exemption times 2020 value: + \$ 4,718,262 C. Value loss. Add A and B. ⁶	\$ 4,718,262
11.	2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021. Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020. A. 2020 market value: \$ 1,408,297 B. 2021 productivity or special appraised value: - \$ 15,043 C. Value loss. Subtract B from A. ⁷	\$ 1,393,254
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 6,111,516
13.	2020 captured value of property in a TIF. Enter the total value of 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2020 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 5,902,477
14.	2020 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 2,176,845,760.00
15.	Adjusted 2020 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 13,061,074.00
16.	Taxes refunded for years preceding tax year 2020. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. ⁹	\$ 4,164.00
17.	Adjusted 2020 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 13,065,238.00
18.	Total 2021 taxable value on the 2021 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 2,821,528,276 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 6,883,539 E. Total 2021 value. Add A and B, then subtract C and D.	\$ 2,814,644,737

⁵ Tex. Tax Code § 26.012(15)⁶ Tex. Tax Code § 26.012(15)⁷ Tex. Tax Code § 26.012(15)⁸ Tex. Tax Code § 26.03(c)⁹ Tex. Tax Code § 26.012(13)¹⁰ Tex. Tax Code § 26.012(13)¹¹ Tex. Tax Code § 26.012, 26.04(c-2)¹² Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
A.	2021 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>9,763,595</u>	
B.	2021 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u>	
C.	Total value under protest or not certified. Add A and B.	\$ <u>9,763,595</u>
20.	2021 tax ceilings. Counties, cities and junior colleges enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>173,214,391</u>
21.	2021 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>2,651,193,941</u>
22.	Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020. Include both real and personal property. Enter the 2021 value of property in territory annexed. ¹⁸	\$ <u>3,466,401</u>
23.	Total 2021 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2020 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2021. ¹⁹	\$ <u>212,222,490</u>
24.	Total adjustments to the 2021 taxable value. Add Lines 22 and 23.	\$ <u>215,688,891</u>
25.	Adjusted 2021 taxable value. Subtract Line 24 from Line 21.	\$ <u>2,435,505,050</u>
26.	2021 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.536448</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2021 county NNR tax rate. ²¹	\$ _____ /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2020 M&O tax rate. Enter the 2020 M&O tax rate.	\$ <u>0.405551</u> /\$100
29.	2020 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,188,859,753</u>

¹³ Tex. Tax Code § 26.01(c) and (d)

¹⁴ Tex. Tax Code § 26.01(c)

¹⁵ Tex. Tax Code § 26.01(d)

¹⁶ Tex. Tax Code § 26.012(6)(B)

¹⁷ Tex. Tax Code § 26.012(6)

¹⁸ Tex. Tax Code § 26.012(17)

¹⁹ Tex. Tax Code § 26.012(17)

²⁰ Tex. Tax Code § 26.04(c)

²¹ Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2020 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 8,876,942.00
31.	Adjusted 2020 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2020. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. + \$ 2,839.00 B. 2020 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 18D, enter 0. - \$ 27,955.00 C. 2020 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0.00 D. 2020 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ -25,116.00 E. Add Line 30 to 31D.	\$ 8,851,826.00
32.	Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,435,505,050.00
33.	2021 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.363449 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ A. 2021 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0.00 B. 2020 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0.00 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ A. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. \$ 0.00 B. 2020 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose. - \$ 0.00 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100

²² [Reserved for expansion]²³ Tex. Tax Code § 26.044²⁴ Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ A. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose..... \$ <u>0.00</u> B. 2020 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose. \$ <u>0.00</u> C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ A. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. \$ <u>0.00</u> B. 2020 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020. \$ <u>0.00</u> C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. A. Amount appropriated for public safety in 2020. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ <u>0.00</u> B. Expenditures for public safety in 2020. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ <u>0.00</u> C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ <u>0.000000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100
39.	Adjusted 2021 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ <u>0.363449</u> /\$100
40.	Adjustment for 2020 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2020 should complete this line. These entities will deduct the sales tax gain rate for 2021 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2020, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>1,805,769.00</u> B. Divide Line 40A by Line 32 and multiply by \$100 \$ <u>0.074143</u> /\$100 C. Add Line 40B to Line 39.	\$ <u>0.437592</u> /\$100
41.	2021 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ <u>0.452907</u> /\$100

²⁵ Tex. Tax Code § 26.0442²⁶ Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2021 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ <u>0.00000</u> /\$100
42.	Total 2021 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ <u>4,138,655.00</u> B. Subtract unencumbered fund amount used to reduce total debt. - \$ <u>0.00</u> C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ <u>0.00</u> D. Subtract amount paid from other resources - \$ <u>0.00</u> E. Adjusted debt. Subtract B, C and D from A.	\$ <u>4,138,655.00</u>
43.	Certified 2020 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ <u>0.00</u>
44.	Adjusted 2021 debt. Subtract Line 43 from Line 42E.	\$ <u>4,138,655.00</u>
45.	2021 anticipated collection rate. A. Enter the 2021 anticipated collection rate certified by the collector. ³⁰ <u>100</u> % B. Enter the 2020 actual collection rate. <u>100</u> % C. Enter the 2019 actual collection rate. <u>100</u> % D. Enter the 2018 actual collection rate. <u>100</u> % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	<u>100</u> %
46.	2021 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ <u>4,138,655.00</u>
47.	2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,651,193,941</u>
48.	2021 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ <u>0.156105</u> /\$100
49.	2021 voter-approval tax rate. Add Lines 41 and 48.	\$ <u>0.609012</u> /\$100
D49.	Disaster Line 49 (D49): 2021 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

²⁷ Tex. Tax Code § 26.042(a)²⁸ Tex. Tax Code § 26.012(7)²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)³⁰ Tex. Tax Code § 26.04(b)³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2021 county voter-approval tax rate.	\$ _____ /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2020 or May 2021, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2020, enter 0.	\$ _____ 0.00
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2020 or in May 2021. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2020. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 2,111,742.00
53.	2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,651,193,941.00
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.079652 /\$100
55.	2021 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.536448 /\$100
56.	2021 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2020 or in May 2021. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2020.	\$ 0.536448 /\$100
57.	2021 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.609012 /\$100
58.	2021 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.529360 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____
60.	2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100
62.	2021 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ /\$100

³² Tex. Tax Code § 26.041(d)

³³ Tex. Tax Code § 26.041(i)

³⁴ Tex. Tax Code § 26.041(d)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.04(c)

³⁷ Tex. Tax Code § 26.045(d)

³⁸ Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ <u>0.013817</u> /\$100
64.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ <u>0.000000</u> /\$100
65.	2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ <u>0.000000</u> /\$100
66.	2021 unused increment rate. Add Lines 63, 64 and 65.	\$ <u>0.013817</u> /\$100
67.	2021 voter-approval tax rate, adjusted for unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ <u>0.543177</u> /\$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2021 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ _____ /\$100
69.	2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ _____ /\$100
71.	2021 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ _____ /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

NOTE: This section will not apply to any taxing units in 2021. It is added to implement Senate Bill 1438 (87th Regular Session) and does not apply to a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a declared disaster in 2020, as provided for in the recently repealed Tax Code Sections 26.04(c-1) and 26.041(c-1).

In future tax years, this section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

³⁹ Tex. Tax Code § 26.013(a)

⁴⁰ Tex. Tax Code § 26.013(c)

⁴¹ Tex. Tax Code §§ 26.0501(a) and (c)

⁴² Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code § 26.063(a)(1)

⁴⁴ Tex. Tax Code § 26.012(8-a)

⁴⁵ Tex. Tax Code § 26.063(a)(1)

⁴⁶ Tex. Tax Code § 26.042(b)

⁴⁷ Tex. Tax Code § 26.042(f)

In future tax years, this section will also apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2020 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
74.	Adjusted 2020 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2020 and the taxing unit calculated its 2020 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2020 worksheet due to a disaster, enter the 2020 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2020 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2020, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2020 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2020 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2020 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ _____ /\$100
75.	Increase in 2020 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ _____ /\$100
76.	Adjusted 2020 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ _____
78.	Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ _____ /\$100
80.	2021 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ _____ /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.536448 /\$100
 As applicable, enter the 2021 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 56

Voter-approval tax rate. \$ 0.543177 /\$100
 As applicable, enter the 2021 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
 Indicate the line number used: 67

De minimis rate. \$ 0.000000 /\$100
 If applicable, enter the 2021 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code. ⁵⁰

print
here

Printed Name of Taxing Unit Representative

sign
here

Taxing Unit Representative

Date

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

⁵⁰ Tex. Tax Code §§ 26.04(c-2) and (d-2)

Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,

County of Williamson

Chief Financial Officer or Auditor: Angie Rios

For the taxing unit: City of Hutto

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of City of Hutto on 8/5/21.



Signature of Financial Officer or Auditor

RESOLUTION NO. R-2021-129

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, CALLING AND SETTING A PUBLIC HEARING ON SEPTEMBER 2, 2021, AT 6:00 PM ON THE PROPOSED TAX RATE FOR FISCAL YEAR 2021-2022 AND DETERMINING THE PROPOSED TAX RATE TO BE INCLUDED IN THE HEARING NOTICE.

WHEREAS, the City Council desires to call and set a public hearing on September 2, 2021, at 6:00 PM on the proposed tax rate for fiscal year 2021-2022 and determining the proposed tax rate to be included in the hearing notice.

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

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

SECTION 2: The Hutto City Council hereby calls and sets a public hearing on September 2, 2021, at 6:00 PM on the proposed tax rate for fiscal year 2021-2022 and determining the proposed tax rate to be included in the hearing notice.

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

RESOLVED this 5th day of August, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-130 to authorize the City Manager to hire BrooksWatson to perform accounting services related to Debt service transactions and to fund up to \$50,000 in professional services to accomplish this scope. (Angie Rios)
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto Consulting Engagement Letter
2. R-2021-130 Hutto Resolution Approving BrooksWatson 7.27 Engagement



July 27, 2021

To the Mayor, City Council, & Management of:
City of Hutto, Texas

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

You have asked our firm to provide to the City of Hutto, Texas, the "City", financial consulting services. In performing our services, we will correspond with the City's finance director to provide services to: 1. Review council meeting minutes in order to identify financial obligations of the City, and to 2. Review spending of debt proceeds for specific bond issuances to determine whether spending was consistent with the bond agreements and approved by council. The specific time periods, bond issuances, and materiality thresholds applied for this work will be determined by the City and communicated to us through email.

We will provide information and supporting deliverables as requested and where we are able. The City, of course, will be free to follow or to disregard, in whole or in part, any information or advice we provide. The City will be responsible for any and all decisions related to the information we provide. We will not be making any management decisions for the City.

You agree that the information we share shall be used solely for management's internal use and will not be distributed to outside parties unless discussed.

By your signature below, you acknowledge your understanding that our limited procedures do not include testing the operating effectiveness of the internal control over financial reporting. As such, we will not express an opinion nor any form of assurance on the effectiveness of internal control over financial reporting.

Also, because of the inherent limitations of internal control, errors or fraud may occur and not be prevented or detected by internal controls. Consequently, our limited procedures cannot identify all current and potential weaknesses within the internal control framework of the City.

We plan to start the engagement on or about August 9, 2021. This engagement will continue unless terminated by either party. In the event of termination, we will discontinue work and bill for all time incurred through the termination date.

In performing our engagement, we will be relying on the accuracy and reliability of information provided by the City's personnel. Our services are limited in nature and are not designed to detect all possible fraud, misappropriation or concealment of assets. We will be relying on your representations as to the accuracy and completeness of the information and documents provided. The procedures we perform in our engagement will be heavily influenced by the representations that we receive from the City's personnel. Accordingly, false representations could cause inaccurate findings and, therefore, inappropriate recommendations may be developed and critical recommendations may go unidentified. By signing this agreement, you indicate you understand and accept responsibility for the accuracy and completeness of the information provided to us by the City's personnel. Because of the importance of oral and written management representations to the effective performance of our services, the City releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.

Our fees for this work will be at our hourly rates for the individuals involved plus out of pocket expenses. Our hourly rates will be as follows: \$125 – senior and higher positions, \$100 – staff position.

Payment for services is due when rendered. Billings become delinquent if not paid within 7 days of the invoice date. If billings are past due in excess of 7 days, we may stop all work until your account is brought current or withdraw from this engagement. The City acknowledges and agrees that we are not required to continue work in the event of the City's failure to pay on a timely basis for services rendered as required by this engagement letter. The City further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the City's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

It is our policy to keep records related to this engagement for 5 years. However, BrooksWatson, & Co., PLLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 5 year period, BrooksWatson, & Co., PLLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by a mutually agreed upon mediator under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties. Client and accountant both agree that any dispute over fees charged by accountant will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes, except that under all circumstances the arbitrator must follow the laws of Texas. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

If you agree with the terms of this engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,

A handwritten signature in black ink that reads "Brooks Watson & Co." in a cursive, slightly stylized font.

BrooksWatson & Co., PLLC
13950 Heathrow Forest Pkwy | Ste 530
Houston, TX 77032

RESPONSE:

This letter correctly sets forth our understanding.

City of Hutto, Texas

Acknowledged and agreed on behalf of City of Hutto, Texas by:

Signature: _____

Print Name and Position: _____

Date: _____

RESOLUTION NO. R-2021-130

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN ENGAGEMENT LETTER BETWEEN THE CITY OF HUTTO AND BROOKSWATSON & CO.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the July 27, 2021 Engagement Letter between the City of Hutto and BrooksWatson & Co., and authorize the City Manager to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

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

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the July 27, 2021 Engagement Letter, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 5th day of August, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Discuss and receive the proposed budget for fiscal year 2021-2022 in accordance with Section 8.02 of the Hutto City Charter. (Angie Rios)
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Proposed budget 8-5-21



FISCAL YEAR 2022

Proposed Budget



CITY OF HUTTO

PROPOSED BUDGET SUMMARY

FY 2022

This budget will raise more total property taxes than last year's budget by an amount of \$2,386,269 which is a 19.80% increase from last year's budget, and of that amount \$1,152,744 is the tax revenue to be raised from new property added to the tax roll this year.

GOVERNING BODY	RECORD VOTE
Mike Snyder	
Robin Sutton	
Dan Thornton	
Mandi Villarreal Salvo	
Peter Gordon	
Krystal Kinsey	
Tanner Rose	

Property Tax Rate Comparison

	FY 2021	FY 2022
Property Tax Rate:	0.60000	0.543177
No-new-revenue Tax Rate:	0.644231	0.536448
No-new-revenue Maintenance & Operation Tax rate:	0.476339	0.363449
Voter Approval Tax Rate:	0.613817	0.543177
Debt Rate:	0.194449	0.156105

Total Municipal Debt Obligation as of October 1, 2022 - \$81,383,329

August 5, 2021

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August 5, 2021

Honorable Mayor and Members of the City Council,

As required by the City Charter, the Proposed Budget for the 2021-2022 fiscal year is presented for review and consideration. This budget was thoughtfully constructed with the goals of the City and staff input to address the needs of the Hutto community as well as the City's operational objectives. Our focus is to remain fiscally conservative as we bring the reserve fund to a full 25% of operating expenses.

The budget priorities for FY 2021-22 include daily operations, infrastructure improvements and quality of life for residents. The basic fundamentals of daily operations will support the needs of our growing residential and commercial communities. We will focus on keeping the streets and parks clean while keeping people safe. A few of the infrastructure projects we will begin is phase one of Lakeside Estates and repaving of CR 137. Secondly, we will plan and execute on infrastructure in tandem with key areas of need and available revenue.

As we have learned from the challenges of the past year, we must be prepared to handle the continuing pandemic and natural disaster situations. As a result of winter storm Uri, this budget includes funding for emergency preparedness, including generators and winterizing and insulating our key infrastructure and equipment to make the City resilient. Also, included in the budget are items that support balancing the need for current maintenance while preparing for future demands all while appropriately working towards improving quality of life programs and opportunities. Our staff will collaborate with boards and commissions, community groups and non-profits to enhance the quality of life in the City of Hutto.

We believe this conservative approach will meet the needs of our residents and improve the financial position of the City, not only for this year, but also for the years to come.

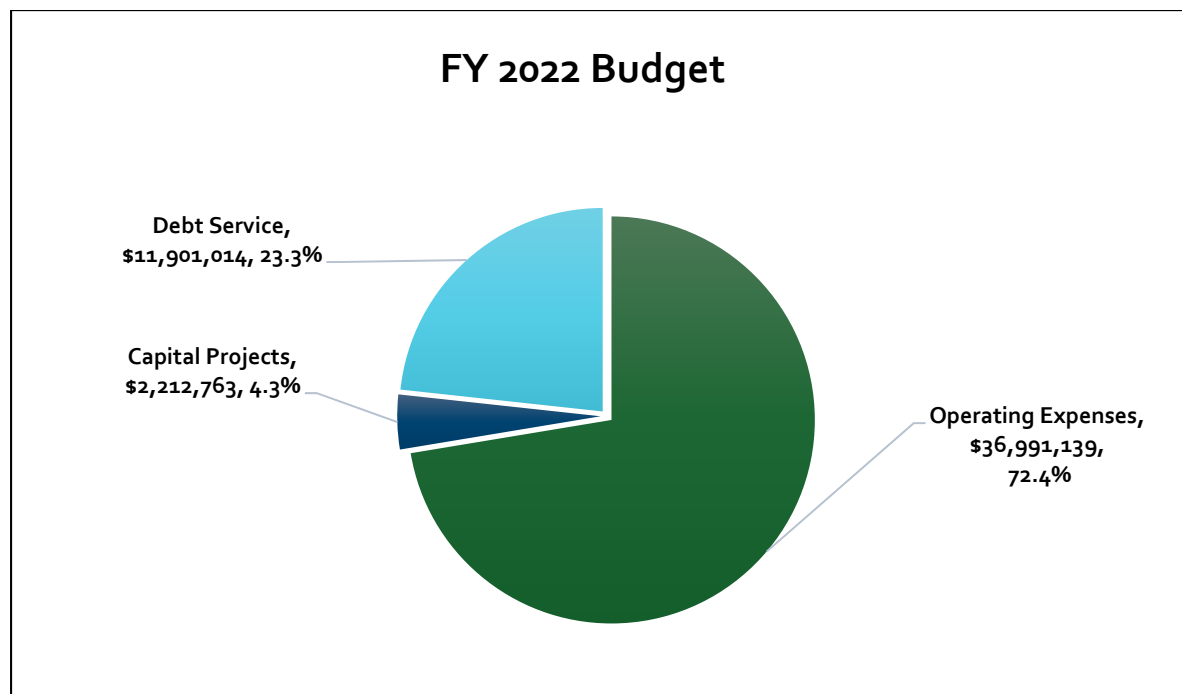
Sincerely,

Warren A. Hutmacher
City Manager

Fiscal Year 2022 Budget Calendar

Date	Action Item
April 30	Receive Preliminary Tax Roll
July 13	HEDC Board - Review and Approve Budget (<i>special meeting necessary if budget not approved</i>)
July 25	Deadline for WCAD to Certify Tax Roll
August 5	Deliver proposed budget to City Council. File proposed budget with City Secretary
August 5	City Council meeting to discuss tax rate. Present tax rate calculations to council. Vote to schedule 1 public hearing on the tax rate and 1 public hearing on the proposed budget. A public hearing on the tax rate is required if the proposed tax rate exceeds the lower of the no-new-revenue or voter-approval tax rate.
August 8	Publish Notice of Availability for Public Inspection for budget.
August 7	Or as soon after as practicable, submit the certified tax rate calculation forms to the county assessor-collector
August 7	Or as soon after as practicable, prepare the Notice of Tax Rates form and post on the home page of the website.
August 19	City Council meeting to discuss tax rate; submit appraisal roll, certify anticipated collection rate and excess debt collections.
August 19	Outside Agency Funding Recommendations
August 22	Publish Notice of Public Hearing on Tax Increase. Must be published at least five days before public hearing. Must be posted on the home page of the website from the date published and must remain on the website until the public hearing is concluded.
September 2	City Council meeting with public hearing on proposed budget. First reading of ordinance to adopt the budget. Action must be taken after the public hearing.
September 2	Regular Council Meeting - 1 st Reading of Budget Approval Ordinance 1 st Reading of HEDC Budget Approval Ordinance 1 st Reading of Ad Valorem Tax Ordinance (Tax Levy) 1 st Reading of Tax Rate Ratification Per the Tax Code, if adopting a tax rate that exceeds the no-new-revenue rate, there is special wording that must be used in the ordinance and in the motion to adopt.
TBD	Regular Council Meeting - 2 nd Reading of Budget Approval Ordinance 2 nd Reading of HEDC Budget Approval Ordinance 2 nd Reading of Ad Valorem Tax Ordinance (Tax Levy) 2 nd Reading of Tax Rate Ratification Per the Tax Code, if adopting a tax rate that exceeds the no-new-revenue rate, there is special wording that must be used in the ordinance and in the motion to adopt.

Budget Overview



The proposed FY 2021-22 Budget for the City totals \$36,991,139 in operating expenses, approximately \$2,212,763 for capital projects, and \$11,901,014 for debt services associated with existing debt obligations. Throughout the pandemic and other challenges of the last year, the City has continued to see strong residential and commercial growth. The FY 2021-2022 reflects that growth with increases in our property tax values and growth in our sales tax and permits and licenses revenue. Divisional budgets reflect a focus on adding additional resources in order to continue to provide quality service to our growing community. There is also a need for additional maintenance in certain areas which is also reflected in the budget. As the pandemic has not ended, City staff will continue to monitor revenues closely throughout the year.

General Fund

The General Fund is the largest fund of the City and accounts for the general service and operations. The General Fund is where services such as Police, Development Services, Streets and Drainage, Parks and Recreation, and Administration are budgeted. The majority of the City's employees are funded out of the General Fund.

The General Fund revenue budget totals \$21.9 million, and the General Fund expense budget totals \$ 21.8 million, which is an increase over the prior year's adopted budget. The budget includes the proposed tax rate of \$0.543177, but City Council will set the ad valorem tax rate.

	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022 Proposed
O&M Rate	\$ 0.389301	\$ 0.397768	\$ 0.405551	\$ 0.387072
Debt Rate	\$ 0.125870	\$ 0.233583	\$ 0.194449	\$ 0.156105
Total Tax Rate	\$ 0.515171	\$ 0.631351	\$ 0.600000	\$ 0.543177

Utility Fund

The Utility Fund, which accounts for the City's water and wastewater systems, is the second major operating fund of the City. Utility Fund budgeted operational revenues total \$13.6 million.

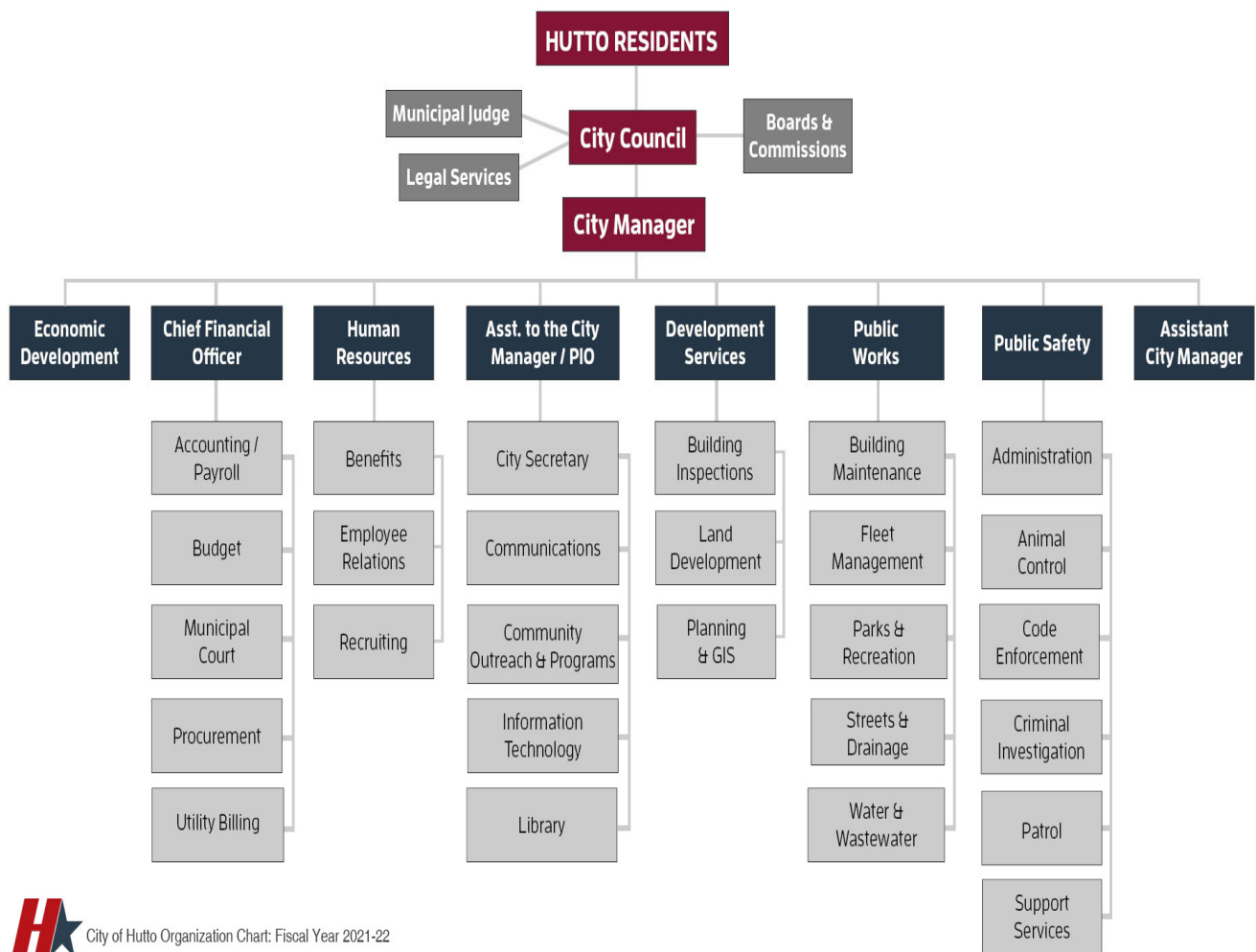
Utility Fund budgeted operational expenses are proposed to total \$7.4 million, with an additional \$6.2 million to be spent on debt service requirements through a transfer out to the debt service fund. The majority of expenses in the Utility Fund are for contractual obligations, such as water purchase agreements and the wastewater treatment plant management agreement, payroll, maintenance and supplies. The City contracts for water with Manville Water Supply and the City of Taylor. The City contracts operation and maintenance of the wastewater treatment plants with the Brazos River Authority. As the City continues to grow, not only with more residential units, but with the addition of commercial, light industrial, and multi-use projects, the utility infrastructure will require some additions and upgrades to handle increased demands.

ORGANIZATIONAL STRUCTURE

Organizational Structure

The City of Hutto is a home-rule municipality operating under a Council-Manager form of government in Central Texas. The City Manager serves as the CEO of the City. The City Manager is responsible for the day-to-day operations of the local government and its employees and reports directly to the Mayor and the City Council, who are elected on a non-partisan basis.

The City of Hutto is divided into a number of departments that are responsible for different aspects of city government under the direction of the City Manager. Executive Directors and Directors have operational responsibility for each department, ensuring that the City is effectively and efficiently fulfilling our strategic goals and concentrating on strategic focus areas approved by City Council to further the City.



City of Hutto Organization Chart: Fiscal Year 2021-22

City Administration

The City Manager's office ensures implementation of policies adopted by the City Council. This department coordinates various City events and serves as the primary point of contact and liaison to the City Council, City Attorney and the legal department, the community, the press, boards and commissions, area agencies, and other governmental bodies. It is the duty of the City Manager's Office to ensure the effective and efficient operations of the entire organization to best meet the needs of the citizens by providing continual oversight of city staff, management of the City's contracts, and mitigation of claims to reduce the City's liability.

Financial Services

Finance is comprised of three separate divisions. The Financial Services division plans and directs the City's financial activities and provides information to support decisions. The division analyzes financial and operational data, such as performance measures, and makes recommendations on City operations and procedures to ensure fiscal accountability and effective use of City Resources. The Municipal Court division is responsible for the judicial processing of Class C misdemeanors that originate from traffic citations, citizen complaints, code violations, and misdemeanor arrests, occurring within the city limits. The Utility Billing division provides bills and collects for all City utility services and contracted solid waste services. The office also processes requests for new and transferred service connections.

Economic Development

The Economic Development division promotes economic growth within the City. Through business recruitment and retention, the division helps to diversify the City's tax base, create jobs, and increase the quality of life for the citizens, allowing citizens to live, work and play within Hutto. The Economic Development division is responsible for marketing the City to prospective companies, managing and administering incentive programs for new and existing businesses.

Development Services

The Development Services department is comprised of Planning/GIS, Building and Land Development. The department is responsible for the development of a healthy and vibrant city with a strong economic base, job opportunities, multiple types of commercial areas and a wide range of diversified housing. The department leads economic growth and development policies through annexation, amendments to the future land use map, updating the Unified Development Code (UDC), permitting, and processing of development applications and continuing to improve the efficiency of the one-stop-shop process.

Communications

The Communications Department is committed to reinforcing the City of Hutto's Core Values—accountability, transparency, and collaboration—both internally among employees and externally among current and potential stakeholders. All staff in this department are marketing ambassadors, focused on effectively communicating the right information to the right people at the right time through the right channels. Activities are strategically developed for target audiences, measured for effectiveness and efficiency,

and adjusted according to data. In addition to the Public Information Officer (PIO), communications manager, and communication specialist(s) who together coordinate city-wide communications, media relations, and branding, the Department also includes the following divisions that further strengthen the City brand:

- The objective of the **Information Technology (IT) Division** is to establish, monitor, and maintain the City's IT systems, services, and data. The division is responsible for ensuring IT resources are available for employees to effectively complete their duties.
- The objective of the **Community Outreach & Programs Division** is to build quality of life through programs, events, and experiences. These efforts focus on enhancing partnerships and opportunities through promotion of existing businesses, the downtown district, recreation, culture, and the hospitality and tourism industries.
- The objective of the **Hutto Public Library** is to support the educational, informational, and cultural needs of the Hutto community through modern services and collections. The Library aims to eradicate illiteracy in the community, while developing a life-long love for reading and a quest for knowledge.
- The objective of the **City Secretary's Office** is to serve as liaison between the City Council, City Manager, and the public. This office provides administrative support for the following: Ethics Review Board, Diversity and Inclusion Commission, Economic Development Corporation/Community Development Corporation, River Creek Development Corporation, Cottonwood Development Corporation, and TIRZ Board No. 1. In addition, this office coordinates responses to public record requests and facilitates the City website.

Human Resources

The Human Resources division oversees various aspects of employment and employee relations, compliance with labor law and employment standards, administration of employee benefits, organizing of employee's files including Local Government record retention requirements recruitment and retention.

Public Works

The Public Works department is internally and externally focused on customer service. The team includes Parks and Recreation, Grounds Maintenance, Fleet Management, and Building Maintenance. Parks and Recreation members coordinate inter-departmental review of plans and programs and prepares staff reports, agendas, and minutes for the Parks Advisory Board to the City Council. Additionally, they are responsible for providing park amenities, acquiring park property, and coordinating recreational opportunities for the citizens of Hutto. Grounds Maintenance is responsible for maintaining all of the parks, trails, pavilions, and parks assets (i.e., playgrounds and splash pads). Fleet Management ensures City vehicles are operating smoothly, seeks ways to improve performance, strives to keep operation costs at a minimum, and maintains

compliance with Texas vehicle regulations. The Building Maintenance division is responsible for managing the maintenance of the new city hall facility, as well as all other City-owned facilities.

The team is also focused on infrastructure systems including Waste/Wastewater services, which ensures an adequate supply of potable and palatable water at continuous pressure and ensures an adequate capacity for wastewater flow to the treatment plant, and Streets and Drainage, which is responsible for the maintenance of road striping, signs, crack sealing, street repairs, curb-gutter, and sidewalk repairs on City streets, right of ways and drainage. Another component to the department is daily operations including inspection. They oversee construction to ensure the City's infrastructure is built to City Code and complies with approved plans and contract documents.

Police

The City of Hutto Police Department is comprised of several divisions which operate as a single cohesive unit. The Administrative division is responsible for managing all activities of the Police Department. The Criminal Investigations division is responsible investigating criminal cases, sex offender registration and tracking, responding to major crime scenes, criminal interviews, and staffing cases with the prosecutors. The Support Services division is responsible for all tasks not related to patrol or investigations, such as evidence collection from major crime scenes, securing and tracking all stored evidence and property, professional standards / training, code enforcement, and animal control and community resource/outreach programs. The Patrol division is responsible for the 24-hours-a-day tasks of preventing criminal activity, responding to calls for assistance, conducting preliminary criminal investigations, apprehending criminals, enforcing traffic laws, and investigating crashes. The police department provides our residents one of the safest cities and continues to focus on community outreach and education.

FUNDS

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 10 - General Fund					
Revenues					
Charges for Services	326,752	71,031	210,449	67,993	67,250
Fines & Fees	307,311	237,371	302,500	213,408	238,000
Franchise Fees	909,969	912,407	1,048,000	840,370	952,355
Interest Earned	177,632	94,541	150,000	20,671	20,000
Intergovernmental Revenues	16,900	38,110	14,400	148,001	50,000
Other Revenues	482,270	110,221	82,700	375,041	50,000
Permits & Licenses	2,754,193	3,349,579	3,390,800	3,697,327	3,285,200
Property Taxes	7,338,048	7,640,373	7,809,061	8,112,413	10,301,091
Revenue - Sales & Liquor Tax	4,308,332	5,358,963	5,679,515	6,392,816	6,229,002
Drainage Fees	-	-	-	412,048	450,000
Transfers from Other Funds	-	-	-	165,493	-
Subtotal - Revenues	16,621,408	17,812,596	18,687,425	20,445,581	21,642,898
Expense					
Salaries & Benefits	12,011,731	10,488,376	10,636,419	9,842,265	11,997,749
Supplies & Materials	1,107,494	571,643	896,085	659,025	1,535,850
Repair & Maintenance	209,839	148,756	712,851	361,498	1,459,750
Contractual Services	2,623,641	2,741,268	3,183,993	4,123,744	4,259,173
Other/Misc. Expenses	1,372,721	1,043,409	1,303,290	1,131,650	1,454,050
Capital Outlay	753,965	423,660	440,000	319,233	1,096,281
Other Financing Uses	-	(436,722)	-	-	-
Subtotal - Expenses	18,079,390	14,980,389	17,172,638	16,437,414	21,802,853
Other Financing Sources					
Sale of Assets	-	-	10,000	-	-
Transfer In	150,000	276,965	300,000	-	325,000
Transfer Out	(1,084,707)	(24,549)	(25,000)	-	-
Subtotal - Other Financing Sources	(934,707)	252,416	285,000	-	325,000
NET CHANGE IN FUND BALANCE	(2,392,690)	3,084,622	1,799,787	4,008,167	165,045
Beginning Fund Balance	3,621,137	1,228,447	4,313,069	4,313,069	8,321,236
Ending Fund Balance	1,228,447	4,313,069	6,112,857	8,321,236	8,486,281
Contingency Reserves (10%) (2019 - 7.5%)	1,355,954	1,498,039	1,717,264	1,643,741	2,180,285
Unreserved Ending Fund Balance	(127,507)	2,815,030	4,395,593	6,677,495	6,305,996

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 11 - General Debt Service Fund					
Revenue					
Interest Earned	19,651	14,682	5,000	315	500
Property Taxes	2,383,992	4,841,801	4,243,916	4,291,301	4,138,155
Rental Income	-	-	-	-	-
Subtotal - Revenues	2,403,643	4,856,483	4,248,916	4,291,616	4,138,655
Expense					
Capital Outlay	-	-	450,733	450,733	137,337
Debt Service	2,429,852	4,048,557	3,891,094	3,891,094	4,001,318
Subtotal - Expenses	2,429,852	4,048,557	4,341,827	4,341,827	4,138,655
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	-	-	-	-	-
Subtotal - Other Financing Sources	-	-	-	-	-
NET CHANGE IN FUND BALANCE	(26,209)	807,926	(92,911)	(50,211)	-
Beginning Fund Balance	327,535	301,326	1,109,252	1,109,252	1,059,041
Ending Fund Balance	301,326	1,109,252	1,016,341	1,059,041	1,059,041
Fund 13 - General Capital Replacement					
Revenue					
Other Financing	-	-	-	10,792	-
Subtotal - Revenues	-	-	-	10,792	-
Expense					
Repair & Maintenance	19,411	9,017	20,000	2,232	-
Subtotal - Expenses	19,411	9,017	20,000	2,232	-
Other Financing Sources					
Transfer In	20,000	-	20,000	-	-
Transfer Out	(318,000)	-	-	(165,492)	-
Subtotal - Other Financing Sources	(298,000)	-	20,000	(165,492)	-
NET CHANGE IN FUND BALANCE	(317,411)	(9,017)	-	(156,932)	-
Beginning Fund Balance	483,361	165,949	(171,462)	156,932	(0)
Ending Fund Balance	165,949	156,932	(171,462)	(0)	(0)

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 15 - Jury Municipal Court					
Revenue					
Court Revenue	-	33	72	102	120
Subtotal - Revenues	-	33	72	102	120
Expense					
Other/Misc. Expenses	-	-	-	-	-
Subtotal - Expenses	-	-	-	-	-
NET CHANGE IN FUND BALANCE	-	33	72	102	120
Beginning Fund Balance	-	-	33	33	135
Ending Fund Balance	-	33	103	135	255
Fund 16 - Truancy Municipal Court					
Revenue					
Court Revenue	-	1,670	3,000	4,588	5,000
Subtotal - Revenues	-	1,670	3,000	4,588	5,000
NET CHANGE IN FUND BALANCE	-	1,670	3,000	4,588	5,000
Beginning Fund Balance	-	-	1,670	1,670	6,258
Ending Fund Balance	-	1,670	4,427	6,258	11,258
Fund 20 - Court Technology Fund					
Revenue					
Court Revenue	6,568	4,913	7,200	4,945	6,000
Subtotal - Revenues	6,568	4,913	7,200	4,945	6,000
Expense					
Supplies & Materials	340	79	2,200	-	-
Contractual Services	8,896	4,673	5,000	-	-
Subtotal - Expenses	9,235	4,753	7,200	-	-
NET CHANGE IN FUND BALANCE	(2,667)	161	-	4,945	6,000
Beginning Fund Balance	3,317	649	810	810	5,755
Ending Fund Balance	649	810	810	5,755	11,755

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 21 - Court Security Fund					
Revenue					
Court Revenue	5,013	4,321	6,000	5,115	5,500
Subtotal - Revenues	5,013	4,321	6,000	5,115	5,500
Expense					
Salaries & Benefits	6,519	511	2,500	-	2,500
Supplies & Materials	1,010	-	-	-	-
Other/Misc. Expenses	995	-	1,000	-	1,000
Subtotal - Expenses	8,524	511	3,500	-	3,500
NET CHANGE IN FUND BALANCE	(3,511)	3,810	2,500	5,115	2,000
Beginning Fund Balance	21,125	17,613	21,423	21,423	26,538
Ending Fund Balance	17,613	21,423	23,923	26,538	28,538
Fund 22 - Court Training Fund					
Revenue					
Court Revenue	435	385	600	89	200
Subtotal - Revenues	435	385	600	89	200
NET CHANGE IN FUND BALANCE	435	385	600	89	200
Beginning Fund Balance	2,506	2,941	3,326	3,326	3,415
Ending Fund Balance	2,941	3,326	3,926	3,415	3,615
Fund 23 - Special Events					
Revenue					
Charges for Services	-	-	-	-	-
Subtotal - Revenues	-	-	-	-	-
Expense					
Contractual Services	306,869	-	-	-	-
Subtotal - Expenses	306,869	-	-	-	-
Other Financing Sources					
Transfer In	150,000	183,119	-	-	-
Transfer Out	-	-	-	-	-
Subtotal - Other Financing Sources	150,000	183,119	-	-	-
NET CHANGE IN FUND BALANCE	(156,869)	183,119	-	-	-
Beginning Fund Balance	(26,250)	(183,119)	-	-	-
Ending Fund Balance	(183,119)	-	-	-	-

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 24 - Hotel Tax Fund					
Revenue					
Hotel Tax	227,350	144,213	175,000	147,412	175,000
Subtotal - Revenues	227,350	144,213	175,000	147,412	175,000
Expense					
Contractual Services	-	-	5,000	-	5,000
Other Financing Uses	-	-	-	-	-
Subtotal - Expenses	-	-	5,000	-	5,000
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	(150,000)	(183,119)	(300,000)	(150,000)	(170,000)
Subtotal - Other Financing Sources	(150,000)	(183,119)	(300,000)	(150,000)	(170,000)
NET CHANGE IN FUND BALANCE	77,350	(38,906)	(130,000)	(2,588)	-
Beginning Fund Balance	127,527	204,877	165,971	165,971	163,383
Ending Fund Balance	204,877	165,971	35,971	163,383	163,383
Fund 25 - Hutto Police Seizure Fund					
Revenue	11,544	-	5,000	1,825	5,000
Subtotal - Revenues	11,544	-	5,000	1,825	5,000
Expense					
Supplies & Materials	8,686	-	10,000	12,963	5,000
Subtotal - Expenses	8,686	-	10,000	12,963	5,000
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	-	-	-	-	-
Subtotal - Other Financing Sources	-	-	-	-	-
NET CHANGE IN FUND BALANCE	2,859	-	(5,000)	(11,138)	-
Beginning Fund Balance	15,441	18,299	18,299	18,299	7,161
Ending Fund Balance	18,299	18,299	13,299	7,161	7,161

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 26 - ATS Red Light Camera Fund					
Revenue					
Fines & Fees	4,736	-	-	20	-
Subtotal - Revenues	4,736	-	-	20	-
Expense					
Contractual Services	753	105	500	-	-
Subtotal - Expenses	753	105	500	-	-
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	-	-	-	(99,265)	-
Subtotal - Other Financing Sources	-	-	-	(99,265)	-
NET CHANGE IN FUND BALANCE	3,983	(105)	(500)	(99,245)	-
Beginning Fund Balance	95,367	99,350	99,245	99,245	0
Ending Fund Balance	99,350	99,245	98,745	0	0
Fund 27 - PEG Capital Fund					
Revenue					
Franchise Fees	40,757	41,513	45,000	62,778	70,000
Subtotal - Revenues	40,757	41,513	45,000	62,778	70,000
Expense					
Supplies & Materials	81,908	13,816	20,000	500	20,000
Contractual Services	4,219	-	25,000	6,794	25,000
Subtotal - Expenses	86,126	13,816	45,000	7,294	45,000
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	-	-	-	-	-
Subtotal - Other Financing Sources	-	-	-	-	-
NET CHANGE IN FUND BALANCE	(45,369)	27,697	-	55,485	25,000
Beginning Fund Balance	94,494	49,125	76,822	76,822	132,307
Ending Fund Balance	49,125	76,822	76,822	132,307	157,307

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 40 - Park Improvement Fund					
Revenue					
Interest Earned	54,345	33,243	12,000	1,488	1,500
Park Land Fees	149,841	-	250,000	-	250,000
Subtotal - Revenues	204,186	33,243	262,000	1,488	251,500
Expense					
Capital Outlay	6,850	3,627	-	24,556	-
Subtotal - Expenses	6,850	3,627	-	24,556	-
Other Financing Sources					
Transfer In	-	-	-	366,951	-
Transfer Out	-	-	-	-	-
Subtotal - Other Financing Sources	-	-	-	366,951	-
NET CHANGE IN FUND BALANCE	197,336	29,617	262,000	343,883	251,500
Beginning Fund Balance	466,816	664,152	693,769	693,769	1,037,652
Ending Fund Balance	664,152	693,769	955,769	1,037,652	1,289,152

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 50 - Utility Services Operating Fund					
Revenue					
Charges for Water/Wastewater Services	10,982,898	12,705,926	12,472,626	12,958,487	13,480,000
Fines & Fees	216,147	122,138	196,500	111,866	131,000
Interest Earned	106,908	-	50,000	73	100
Intergovernmental Revenues	-	-	-	1,155,200	-
Other Financing	-	25,627	50,000	2,716	15,000
Subtotal - Revenues	11,305,954	12,853,691	12,769,126	14,228,343	13,626,100
Expense					
Salaries & Benefits	1,224,421	1,041,241	1,209,024	1,102,835	1,953,500
Supplies & Materials	300,712	255,900	347,300	235,019	402,000
Repair & Maintenance	1,092,602	317,313	355,000	230,416	421,500
Contractual Services	2,745,140	2,923,509	3,604,752	4,345,604	3,481,454
Other/Misc. Expenses	611,081	711,649	679,750	608,827	824,850
Capital Outlay	507,623	30,893	350,060	85,554	275,000
Debt Service	-	9,445	-	-	-
Subtotal - Expenses	6,481,580	5,289,950	6,545,886	6,608,255	7,358,304
Other Financing Sources					
Transfer In	1,795,978	1,500,000	1,641,500	1,500,000	-
Transfer Out	(6,145,616)	(7,084,684)	(7,235,641)	(7,235,641)	(6,209,675)
Subtotal - Other Financing Sources	(4,349,638)	(5,584,684)	(5,594,141)	(5,735,641)	(6,209,675)
NET CHANGE IN WORKING CAPITAL	474,735	1,979,056	629,099	1,884,447	58,121
Beginning Working Capital	1,591,744	2,066,479	4,045,535	4,045,535	5,929,982
Contingency Reserves (20% Expenses)	1,296,316	1,057,990	1,309,177	1,321,651	1,471,661
Ending Available Working Capital	770,163	2,987,545	3,365,457	4,608,331	4,516,442

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 51 - Utility Debt Service Fund					
Revenue					
Interest Earned	23,604	3,259	2,500	179	1,500
Subtotal - Revenues	23,604	3,259	2,500	179	1,500
Expense					
Capital Outlay	-	-	-	-	52,684
Debt Service	4,570,966	7,032,000	7,095,783	7,095,783	7,709,675
Subtotal - Expenses	4,570,966	7,032,000	7,095,783	7,095,783	7,762,359
Other Financing Sources					
Transfer In	6,145,616	7,040,190	7,032,000	7,235,641	7,709,675
Transfer Out	-	-	-	-	-
Subtotal - Other Financing Sources	6,145,616	7,040,190	7,032,000	7,235,641	7,709,675
NET CHANGE IN FUND BALANCE	1,598,254	11,449	(61,283)	140,037	(51,184)
Beginning Fund Balance	828,496	2,426,750	2,438,199	2,438,199	2,578,236
Ending Fund Balance	2,426,750	2,438,199	2,376,916	2,578,236	2,527,052
Fund 52 - Utility Impact Fees Fund					
Revenue					
Water Impact Fees	717,589	1,583,103	782,500	1,832,083	1,800,000
Wastewater Impact Fees	827,004	1,286,067	717,500	2,180,722	2,000,000
Subtotal - Revenues	1,544,594	2,869,170	1,500,000	4,012,805	3,800,000
Expense					
Other Financing Uses	-	-	-	-	-
Subtotal - Expenses	-	-	-	-	-
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	(1,300,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)
Subtotal - Other Financing Sources	(1,300,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)
NET CHANGE IN FUND BALANCE	244,594	1,369,170	-	2,512,805	2,300,000
Beginning Fund Balance	516,164	760,758	2,129,928	2,129,928	4,642,733
Ending Fund Balance	760,758	2,129,928	2,129,928	4,642,733	6,942,733

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund		FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 53 - Utility Capital Replacement Fund						
Revenue		-	-	-	-	-
Subtotal - Revenues		-	-	-	-	-
Expense						
Other Financing Uses		-	-	-	-	-
Subtotal - Expenses		-	-	-	-	-
Other Financing Sources						
Transfer In						
Transfer Out						
Subtotal - Other Financing Sources		-	-	-	-	-
NET CHANGE IN FUND BALANCE		-	-	-	-	-
Beginning Fund Balance		350,000	350,000	404,167	350,000	350,000
Ending Fund Balance		350,000	350,000	404,167	350,000	350,000
Fund 55 - Utility CIP Fund						
Revenue						
Capital Contributions		-	-	-	76,107	-
Interest Earned		168,802	122,350	50,000	6,603	50,000
Miscellaneous		-	-	-	14,190	-
Bond Proceeds		-	-	1,850,000	-	-
Subtotal - Revenues		168,802	122,350	1,900,000	96,900	50,000
Expense						
Other/Misc. Expenses		-	5,053,220	-	-	-
Capital Outlay		2,776,485	11,513	5,499,541	5,226,168	1,712,763
Other Financing Uses		-	-	-	-	-
Subtotal - Expenses		2,776,485	5,064,733	5,499,541	5,226,168	1,712,763
Other Financing Sources						
Bond Issuance Costs		-	164,552	-	-	-
Loss on Sale of Asset		-	(4,348,783)	-	-	-
Transfer In		-	10,164,552	-	-	-
Transfer Out						
Subtotal - Other Financing Sources		-	5,980,321	-	-	-
NET CHANGE IN FUND BALANCE		(2,607,683)	1,037,938	(3,599,541)	(5,129,268)	(1,662,763)
Beginning Fund Balance		14,034,223	11,426,540	12,464,478	12,464,478	7,335,210
Ending Fund Balance		11,426,540	12,464,478	8,864,937	7,335,210	5,672,447

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 60 - General Capital Improvement Fund					
Revenue					
Interest Earned	203,414	63,408	100,000	2,685	2,500
Intergovernmental	-	366,951	-	-	-
Bond Proceeds	25,351,230	607,650	38,075,500	-	-
Subtotal - Revenues	25,554,644	1,038,009	38,175,500	2,685	2,500
Expense					
Capital Outlay	11,777,701	8,335,633	40,578,000	220,613	500,000
Debt Service	367,242	-	-	-	-
Subtotal - Expenses	12,144,943	8,335,633	40,578,000	220,613	500,000
Other Financing Sources					
Transfer In	585,000	23,750	23,750	55,417	-
Transfer Out	-	-	-	(366,951)	-
Subtotal - Other Financing Sources	585,000	23,750	23,750	(311,534)	-
NET CHANGE IN FUND BALANCE	13,994,701	(7,273,874)	(2,378,750)	(529,461)	(497,500)
Beginning Fund Balance	420,252	14,414,953	2,402,657	7,141,079	6,611,618
Ending Fund Balance	14,414,953	7,141,079	23,907	6,611,618	6,114,118

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 62 - FY 2018-2020 Street & Drainage Maintenance - FY 2021 Drainage Fund (Closed out into Fund 10)					
Revenue					
Charges for Water/Wastewater Services	7,454	-	-	-	-
Drainage Fees	411,783	447,683	408,349	-	-
Interest Earned	42,924	5,605	-	-	-
Bond Proceeds	-	-	3,675,144	-	-
Subtotal - Revenues	462,160	453,288	4,083,493	-	-
Expense					
Salaries & Benefits	682,672	642,177	1,379,593	-	-
Supplies & Materials	84,868	75,988	204,900	-	-
Repair & Maintenance	226,482	88,723	570,000	-	-
Contractual Services	160,958	147,139	150,000	-	-
Other/Misc. Expenses	212,990	210,872	159,000	-	-
Capital Outlay	686,661	32,831	1,620,000	-	-
Subtotal - Expenses	2,054,631	1,197,730	4,083,493	-	-
Other Financing Sources					
Transfer In	667,989	-	-	-	-
Transfer Out	-	-	-	744,442	-
Subtotal - Other Financing Sources	667,989	-	-	744,442	-
NET CHANGE IN FUND BALANCE	(924,482)	(744,442)	-	744,442	-
Beginning Fund Balance	924,481	(0)	(744,442)	(744,442)	(0)
Ending Fund Balance	(0)	(744,442)	(744,442)	(0)	(0)

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 70 - Solid Waste Fund					
Revenue					
Charges for Services	1,479,031	1,787,803	1,452,542	1,806,150	1,900,000
Franchise Fees	51,246	66,756	32,500	72,417	100,000
Subtotal - Revenues	1,530,277	1,854,559	1,485,042	1,878,566	2,000,000
Expense					
Contractual Services	1,326,773	1,620,285	1,366,069	1,700,166	1,775,000
Other/Misc. Expenses	-	-	7,500	-	10,000
Subtotal - Expenses	1,326,773	1,620,285	1,373,569	1,700,166	1,785,000
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	(495,978)	-	(540,000)	-	(215,000)
Subtotal - Other Financing Sources	(495,978)	-	(540,000)	-	(215,000)
NET CHANGE IN FUND BALANCE	(292,473)	234,274	(428,527)	178,400	-
Beginning Fund Balance	453,657	161,184	395,458	395,458	573,858
Ending Fund Balance	161,184	395,458	(33,069)	573,858	573,858

PIDS

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 71 - PID #5 The Landing					
Revenue	720	100,000	(88,015)	-	-
Subtotal - Revenues	720	100,000	(88,015)	-	-
Expense					
Contractual Services	2,009	15,726	-	6,371	-
Other/Misc. Expenses	72,991	84,949	-	-	-
Subtotal - Expenses	75,000	100,675	-	6,371	-
Other Financing Sources					
Transfer In	-	-	-	5,791	-
Transfer Out	-	-	-	-	-
Subtotal - Other Financing Sources	-	-	-	5,791	-
NET CHANGE IN FUND BALANCE	(74,280)	(675)	(88,015)	(580)	-
Beginning Fund Balance	75,535	1,254	580	580	(0)
Ending Fund Balance	1,254	580	(87,435)	(0)	(0)
Fund 75 - PID #4 315/RSI/Lyons/Cotton Creek					
Revenue	26,360	645	1,000	511,500	500
Subtotal - Revenues	26,360	645	1,000	511,500	500
Expense					
Contractual Services	6,907	29,986	12,000	59,959	36,000
Subtotal - Expenses	6,907	29,986	12,000	59,959	36,000
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	-	-	-	-	-
Subtotal - Other Financing Sources	-	-	-	-	-
NET CHANGE IN FUND BALANCE	19,453	(29,341)	(11,000)	451,541	(35,500)
Beginning Fund Balance	38,743	58,196	28,855	28,855	480,396
Ending Fund Balance	58,196	28,855	17,855	480,396	444,896

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund		FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 77 - PID #8 - Meadows at Cottonwood Creek (Lennar)						
Revenue		4,753	799	100,000	-	100,000
	Subtotal - Revenues	4,753	799	100,000	-	100,000
Expense						
Contractual Services		4,753	-	30,000	-	30,000
	Subtotal - Expenses	4,753	-	30,000	-	30,000
NET CHANGE IN FUND BALANCE		-	799	70,000	-	70,000
Beginning Fund Balance		-	-	799	799	799
Ending Fund Balance		-	799	-	799	70,799
Fund 78 - PID #7 - Covered Bridge						
Revenue		55,000	-	-	-	-
	Subtotal - Revenues	55,000	-	-	-	-
Expense						
Contractual Services		-	36,860	-	506	17,634
	Subtotal - Expenses	-	36,860	-	506	17,634
NET CHANGE IN FUND BALANCE		55,000	(36,860)	-	(506)	(17,634)
Beginning Fund Balance		-	55,000	18,140	18,140	17,634
Ending Fund Balance		55,000	18,140	18,140	17,634	0
Fund 79 - PID #9 - Durango Farms						
Revenue		-	100,000	-	-	-
	Subtotal - Revenues	-	100,000	-	-	-
Expense						
Contractual Services		-	15,639	30,000	33,809	30,000
	Subtotal - Expenses	-	15,639	30,000	33,809	30,000
NET CHANGE IN FUND BALANCE		-	84,361	(30,000)	(33,809)	(30,000)
Beginning Fund Balance		-	-	84,361	84,361	50,551
Ending Fund Balance		-	84,361	54,361	50,551	20,551

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 72 - PID #2 The Meritage/Cross Creek					
Revenue	6,785,671	71,053	1,199,836	384,750	512,703
Subtotal - Revenues	6,785,671	71,053	1,199,836	384,750	512,703
Expense					
Contractual Services	33,874	54,128	36,414	14,888	40,000
Other/Misc. Expenses	50,000	4,341	-	-	-
Capital Outlay	4,582,057	1,127,432	815,289	-	-
Debt Service	-	382,950	348,133	268,809	472,703
Subtotal - Expenses	4,665,931	1,568,851	1,199,836	283,697	512,703
NET CHANGE IN FUND BALANCE	2,119,740	(1,497,798)	-	101,052	-
Beginning Fund Balance	50,356	2,170,096	672,299	672,299	773,351
Ending Fund Balance	2,170,096	672,299	47,561	773,351	773,351
Fund 73 - PID #1 The Co-Op					
Revenue	17,736,993	118,702	990,610	990,961	1,178,573
Subtotal - Revenues	17,736,993	118,702	990,610	990,961	1,178,573
Expense					
Contractual Services	108,756	153,571	134,966	70,692	45,865
Other/Misc. Expenses	39,438	-	-	368,744	-
Capital Outlay	9,385,983	4,625,961	1,942,775	23,434	-
Debt Service	-	1,089,475	855,644	871,911	1,132,708
Subtotal - Expenses	9,534,177	5,869,007	2,933,385	1,334,782	1,178,573
NET CHANGE IN FUND BALANCE	8,202,817	(5,750,306)	(1,942,775)	(343,821)	-
Beginning Fund Balance	20,185	8,223,002	2,472,696	2,472,696	2,128,875
Ending Fund Balance	8,223,002	2,472,696	(25,641)	2,128,875	2,128,875

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 74 - PID #3 Packsaddle/Mustang Creek					
Revenue	75,000	10,145,945	802,920	803,320	712,536
Subtotal - Revenues	75,000	10,145,945	802,920	803,320	712,536
Expense					
Contractual Services	13,120	102,270	125,700	2,208	36,414
Other/Misc. Expenses	-	563,243	-	260,211	-
Capital Outlay	-	6,342,930	-	2,004,911	-
Debt Service	-	260,211	677,220	677,220	676,122
Subtotal - Expenses	13,120	7,268,654	802,920	2,944,551	712,536
NET CHANGE IN FUND BALANCE	61,880	2,877,291	-	(2,141,231)	-
Beginning Fund Balance	-	61,880	2,939,171	2,939,171	797,939
Ending Fund Balance	61,880	2,939,171	75,000	797,939	797,939
Fund 76 - PID #6 Sports Health District (PG)					
Revenue	4,823,188	14,723,035	-	-	-
Subtotal - Revenues	4,823,188	14,723,035	-	-	-
Expense					
Contractual Services	457,644	1,151,032	50,000	330,640	50,000
Capital Outlay	-	-	-	-	-
Other/Misc. Expenses		886,166		-	-
Debt Service	-	1,934,442	-	-	1,274,950
Subtotal - Expenses	457,644	3,971,640	50,000	330,640	1,324,950
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	-	-	-	-	-
Subtotal - Other Financing Sources	-	-	-	-	-
NET CHANGE IN FUND BALANCE	4,365,544	10,751,395	(50,000)	(330,640)	(1,324,950)
Beginning Fund Balance	-	4,365,544	15,116,939	15,116,939	14,786,299
Ending Fund Balance	4,365,544	15,116,939	15,066,939	14,786,299	13,461,349

TIRZ

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Fund 84 - TIRZ Assessment (Co-op TIRZ #1)					
Revenue	-	37,203	95,153	27,955	38,665
Subtotal - Revenues	-	37,203	95,153	27,955	38,665
Expense					
Contractual Services	-	-	-	724	-
Subtotal - Expenses	-	-	-	724	-
NET CHANGE IN FUND BALANCE	-	37,203	95,153	27,231	38,665
Beginning Fund Balance	-	-	37,203	37,203	64,434
Ending Fund Balance	-	37,203	132,355	64,434	103,099

CDC

City of Hutto

Preliminary Budget By Fund - FY 2022

Fund	FY 2019	FY 2020	FY 2021 Original	FY 2021 Projected	FY 2022 Preliminary
Community Development Corporation					
Revenue					
Sales Tax	1,428,377	1,367,325	1,902,728	2,036,242	2,283,273
Loan Program	-	-	72,500	-	-
Interest Earned	19,861	12,500	6,250	1,207	1,250
Other	5,115	-	23,128	-	23,128
Subtotal - Revenues	1,453,353	1,379,825	2,004,606	2,037,449	2,307,651
Expense					
Salaries & Benefits	-	216,506	72,500	71,793	-
Administrative Costs	-	19,000	1,300	1,000	-
Business Program Admin. Costs	-	-	18,000	18,000	12,000
Business & Development	630,526	-	-	-	-
Postage	-	250	250	250	250
Marketing	-	30,000	100,000	79,628	100,000
Professional Services	-	8,600	180,000	180,000	320,000
Training/Conferences	-	15,000	15,000	2,000	15,000
Membership Dues	-	12,000	5,000	2,500	5,000
Incentive Programs	-	675,000	912,500	221,393	1,142,500
Capital Outlay	-	-	-	-	-
Debt Service	546,579	544,994	544,865	544,865	549,336
Subtotal - Expenses	1,177,105	1,521,350	1,849,415	1,121,429	2,144,086
Revenues over Expenditures	276,248	(141,525)	155,191	916,020	163,565
Other Financing	(585,000)	-	-	-	-
Net Income	(308,752)	(141,525)	155,191	916,020	163,565
Beginning Fund Balance	1,351,600	1,042,848	901,323	901,323	1,817,343
Ending Fund Balance	1,042,848	901,323	1,056,514	1,817,343	1,980,908

DIVISIONAL BUDGETS

City of Hutto

Preliminary O&M Budget By Division - FY 2022

Department/Division	FY 2019	FY 2020	FY 2021 Projected	FY 2022 Preliminary
City Administration				
City Council				
Salaries & Benefits	-	-	16,963	74,942
Supplies & Materials	16,911	7,039	1,167	7,750
Contractual Services	134,162	151,692	86,017	81,450
Other/Misc. Expenses	685,229	311,608	290,356	228,000
Subtotal - City Council	836,303	470,339	394,503	392,142
City Manager's Office				
Salaries & Benefits	1,080,424	2,522,268	1,379,700	795,105
Supplies & Materials	28,843	83,063	40,830	10,250
Repair & Maintenance	-	7,394	459	-
Contractual Services	878,877	600,201	375,499	50,500
Other/Misc. Expenses	102,911	316,579	345,743	27,750
Capital Outlay	-	101,790	1,249	-
Subtotal - City Manager's Office	2,091,054	3,631,296	2,143,481	883,605
Economic Development				
Salaries & Benefits	484,186	432,829	65,318	293,451
Supplies & Materials	148,621	48,939	966	13,350
Repair & Maintenance	593	19	-	-
Contractual Services	59,905	20,221	25,500	40,000
Other/Misc. Expenses	41,035	19,614	7,000	10,100
Capital Outlay	62,448	-	-	-
Subtotal - Economic Development	796,787	521,621	98,785	356,901
Human Resources				
Salaries & Benefits	369,228	430,022	155,414	309,008
Supplies & Materials	3,082	1,418	500	3,750
Contractual Services	123,890	111,323	171,042	203,500
Other/Misc. Expenses	17,461	7,533	3,920	14,100
Subtotal - Human Resources	513,661	550,297	330,876	530,358
Citywide				
Salaries & Benefits	-	-	-	-
Supplies & Materials	-	9,777	6,855	12,000
Repair & Maintenance	505	275	2,232	-
Contractual Services	232,495	496,019	-	350,000
Other/Misc. Expenses	110,943	255,608	253,006	255,000
Other Financing Uses	-	24,549	-	-
Subtotal - Citywide	343,943	786,227	262,093	617,000
TOTAL - City Administration	4,581,748	5,959,780	3,229,739	2,780,006

City of Hutto

Preliminary O&M Budget By Division - FY 2022

Department/Division	FY 2019	FY 2020	FY 2021 Projected	FY 2022 Preliminary
Communications				
City Secretary				
Salaries & Benefits	228,365	130,430	167,580	218,189
Supplies & Materials	1,991	1,370	1,221	950
Contractual Services	93,447	75,151	409,559	110,000
Other/Misc. Expenses	15,349	3,466	4,108	6,700
Subtotal - City Secretary	339,151	210,417	582,468	335,839
Communications				
Salaries & Benefits	408,220	429,277	300,540	277,322
Supplies & Materials	83,219	2,699	1,000	3,200
Contractual Services	39,740	42,713	148,151	119,826
Other/Misc. Expenses	3,741	2,003	2,748	4,000
Subtotal - Communications	534,919	476,693	452,439	404,348
Community Relations & Svcs.				
Salaries & Benefits	-	35,663	106,058	173,008
Supplies & Materials	144,568	-	138,346	520,900
Contractual Services	306,869	250,000	348,718	280,500
Other/Misc. Expenses	-	-	6,792	5,000
Subtotal - Community Relations & Svcs.	451,437	285,663	599,914	979,408
Library				
Salaries & Benefits	210,326	188,030	110,814	189,221
Supplies & Materials	39,252	27,488	33,441	44,000
Repair & Maintenance	172	-	-	-
Contractual Services	1,600	2,110	2,200	4,100
Other/Misc. Expenses	4,957	1,850	615	3,500
Subtotal - Library	256,307	219,478	147,070	240,821
TOTAL - Communications	1,581,815	1,192,251	1,781,890	1,960,416

City of Hutto

Preliminary O&M Budget By Division - FY 2022

Department/Division	FY 2019	FY 2020	FY 2021 Projected	FY 2022 Preliminary
Community Services				
Building Maintenance				
Salaries & Benefits	107,585	142,507	104,177	183,129
Supplies & Materials	14,360	21,880	11,542	48,450
Repair & Maintenance	70,017	33,855	35,287	600,000
Contractual Services	-	53,886	63,366	99,000
Other/Misc. Expenses	-	-	-	2,000
Capital Outlay	-	-	30,000	45,000
Subtotal - Building Maintenance	191,962	252,127	244,372	977,579
Construction Inspection				
Salaries & Benefits	211,002	179,896	148,038	162,945
Supplies & Materials	-	2,602	4,456	13,500
Repair & Maintenance	-	165	510	750
Contractual Services	-	10,179	8,750	10,247
Other/Misc. Expenses	-	521	500	6,000
Capital Outlay	15,189	-	-	-
Subtotal - Construction Inspection	226,191	193,362	162,254	193,442
Fleet Services				
Salaries & Benefits	97,871	74,252	68,498	77,871
Supplies & Materials	6,801	2,462	2,328	52,450
Repair & Maintenance	1,734	20,797	33,046	150,000
Contractual Services	-	1,500	2,066	53,000
Other/Misc. Expenses	640	5,360	250	250
Capital Outlay	-	-	30,000	45,000
Subtotal - Fleet Services	107,046	104,372	136,188	378,571
Parks Maintenance				
Salaries & Benefits	(62)	291,394	223,334	418,912
Supplies & Materials	13,415	16,707	9,836	63,250
Repair & Maintenance	69,577	28,847	34,695	355,000
Contractual Services	3,085	99	2,651	270,000
Other/Misc. Expenses	2,656	1,125	1,000	25,000
Capital Outlay	226,443	114	-	-
Subtotal - Park Maintenance	315,113	338,287	271,516	1,132,162
Parks Recreation				
Salaries & Benefits	1,024,691	476,040	137,461	247,037
Supplies & Materials	110,229	33,396	3,700	15,800
Repair & Maintenance	40	11,381	1,000	800
Contractual Services	66,708	19,343	11,245	40,500
Other/Misc. Expenses	13,992	20,332	18,951	22,050
Capital Outlay	-	-	-	-
Subtotal - Park Recreation	1,215,660	560,491	172,357	326,187
TOTAL - Community Services	2,055,973	1,448,639	986,686	3,007,941

City of Hutto

Preliminary O&M Budget By Division - FY 2022

Department/Division	FY 2019	FY 2020	FY 2021 Projected	FY 2022 Preliminary
Development Services				
Building Services				
Salaries & Benefits	332,249	168,213	142,248	239,734
Supplies & Materials	8,156	1,856	3,738	19,250
Repair & Maintenance	1,099	25	-	-
Contractual Services	59,423	59,139	28,441	40,250
Other/Misc. Expenses	26,617	3,829	3,237	5,450
Subtotal - Building Services	427,543	233,062	177,663	304,684
Planning & GIS				
Salaries & Benefits	543,870	504,155	442,189	776,398
Supplies & Materials	7,404	3,821	11,959	8,550
Contractual Services	96,993	18,143	14,581	325,250
Other/Misc. Expenses	33,413	5,694	6,001	19,500
Subtotal - Planning & GIS	681,679	531,813	474,730	1,129,698
TOTAL - Development Services	1,109,223	764,875	652,394	1,434,382
Engineering				
Salaries & Benefits	278,190	225,065	272,065	286,794
Supplies & Materials	5,405	882	1,000	2,500
Repair & Maintenance	25	-	-	-
Contractual Services	42,763	34,783	35,792	130,050
Other/Misc. Expenses	1,772	273	2,725	6,650
Capital Outlay	-	4,671	-	-
TOTAL - Engineering	328,154	265,674	311,582	425,994
Information Technology				
Salaries & Benefits	172,506	203,751	160,017	224,478
Supplies & Materials	105,632	22,933	22,743	64,600
Contractual Services	515,218	614,615	659,231	648,200
Other/Misc. Expenses	2,411	2,098	1,041	10,600
Capital Outlay	73,371	-	-	40,000
TOTAL - Information Technology	869,139	843,397	843,033	987,878
Police				
Salaries & Benefits	4,367,417	4,330,453	4,562,671	4,933,987
Supplies & Materials	427,478	328,240	269,035	505,300
Repair & Maintenance	85,308	56,093	54,471	28,200
Contractual Services	110,329	173,458	244,498	232,500
Other/Misc. Expenses	112,771	70,744	60,300	121,600
Capital Outlay	320,916	387,645	301,249	389,081
TOTAL - Police	5,424,220	5,346,633	5,492,224	6,210,668

City of Hutto

Preliminary O&M Budget By Division - FY 2022

Department/Division	FY 2019	FY 2020	FY 2021 Projected	FY 2022 Preliminary
Financial Services				
Citywide				
Repair & Maintenance	15,000	15,000	15,000	-
Contractual Services	218,808	218,808	142,504	75,000
Other/Misc. Expenses	66,799	66,799	71,492	115,000
Debt Service	-	-	-	-
Other Financing Uses	-	-	-	-
Subtotal -Citywide	300,607	300,607	228,996	190,000
Finance				
Salaries & Benefits	777,589	850,703	548,075	1,033,770
Supplies & Materials	9,686	2,972	5,416	10,000
Contractual Services	174,611	200,400	299,638	239,250
Other/Misc. Expenses	171,363	238,103	391,946	387,600
Subtotal -Finance	1,133,249	1,292,177	1,245,075	1,670,620
Municipal Court				
Salaries & Benefits	256,748	217,948	203,049	222,428
Supplies & Materials	2,365	817	300	1,550
Contractual Services	6,693	8,801	17,069	24,250
Other/Misc. Expenses	15,726	12,013	10,980	18,200
Subtotal -Municipal Court	281,532	239,579	231,398	266,428
Utility Billing				
Salaries & Benefits	425,935	310,318	219,916	341,155
Supplies & Materials	135,430	98,901	113,248	132,350
Repair & Maintenance	2,716	1,545	1,000	2,000
Contractual Services	1,362,265	42,335	46,049	59,000
Other/Misc. Expenses	237,768	287,572	242,111	312,000
Capital Outlay	21,856	44,398	38,810	50,000
Subtotal -Utility Billing	2,185,969	785,070	661,135	896,505
TOTAL - Financial Services	3,901,357	2,617,432	2,366,603	3,023,553

City of Hutto

Preliminary O&M Budget By Division - FY 2022

Department/Division	FY 2019	FY 2020	FY 2021 Projected	FY 2022 Preliminary
Public Works				
Water & Waste Water				
Salaries & Benefits	798,406	752,330	758,778	1,093,518
Supplies & Materials	165,687	79,796	121,717	216,400
Repair & Maintenance	1,074,887	111,522	230,280	419,500
Contractual Services	2,482,955	2,619,947	3,133,860	3,339,954
Other/Misc. Expenses	306,514	148,156	278,382	401,250
Capital Outlay	485,767	-	-	275,000
Subtotal -Water & Wastewater	5,314,216	3,711,751	4,523,016	5,745,622
Public Works Admin				
Salaries & Benefits	374,628	224,934	124,141	518,827
Supplies & Materials	21,613	18,655	3,000	3,250
Repair & Maintenance	182	-	-	-
Contractual Services	5,454	4,767	5,000	7,500
Other/Misc. Expenses	10,729	257	500	1,600
Subtotal -Public Works Admin	412,607	248,613	132,641	531,177
Streets & Drainage				
Salaries & Benefits	(1,883)	-	528,055	860,019
Supplies & Materials	-	1,059	57,977	114,500
Repair & Maintenance	-	1,019	31,533	325,000
Contractual Services	-	10,299	119,040	984,000
Other/Misc. Expenses	-	29,800	175,381	275,000
Capital Outlay	62,448	-	-	500,000
Subtotal -Streets & Drainage	60,565	42,176	911,986	3,058,519
TOTAL - Public Works	5,787,387	4,002,541	5,567,644	9,335,318
City Administration	4,581,748	5,959,780	3,229,739	2,780,006
Communications	1,581,815	1,192,251	1,781,890	1,960,416
Community Services	2,055,973	1,448,639	986,686	3,007,941
Development Services	1,109,223	764,875	652,394	1,434,382
Engineering	328,154	265,674	311,582	425,994
Financial Services	3,901,357	2,617,432	2,366,603	3,023,553
Information Technology	869,139	843,397	843,033	987,878
Police	5,424,220	5,346,633	5,492,224	6,210,668
Public Works	5,787,387	4,002,541	5,567,644	9,335,318
TOTAL	25,639,016	22,441,221	21,231,795	29,166,156

AGENDA ITEM REPORT



To: City Council
Subject: Update on Brushy Creek Amphitheater Sound Study. (Stacy Schmitt)
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on the plaque on the front of City Hall. (MPT Rose)
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.
Meeting: Thursday, August 5, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Boards Commissions List 7-26-21

BOARDS AND COMMISSIONS MASTER LIST as of 7/26/21					
			Term Ends		
Council Member Place 1		Robin Sutton	May-23		
Council Member Place 2		Dan Thornton	May-24		
Council Member Place 3		Mandi Villarreal Salvo	May-22		
Council Member Place 4		Peter Gordon	May-23		
Council Member Place 5		Krystal Kinsey	May-24		
Council Member Place 6		Tanner Rose	May-22		
Mayor		Mike Snyder	May-22		
Planning & Zoning Commission					
Meets: 1st Tuesday @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per Charter					
Staff Liasion: Ashley Lumpkin					
Council Liasion: Peter Gordon					
			Appointed	Term Ends	
Place 1	Rick	Hudson	Vice-Chair	6/18/20	6/30/22
Place 2	Randal	Clark	Commissioner	6/18/20	6/30/22
Place 3	Brian	Lee	Commissioner	6/10/21	6/30/22
Place 4	Kurt	Schwerdtfeger	Commissioner	7/1/21	6/30/23
Place 5	Jerica	Lawyer	Commissioner	7/2/20	6/30/22
Place 6	David	Meyer	Commissioner	7/15/21	6/30/22
Place 7	Susanna	Boyer	Commissioner	6/3/21	6/30/22
After June 30, 2021, the Commissioners for Place 6 and Place 7 (Mayor) shall be appointed to a one-year term, and the Commissioner for Place 4 shall be appointed to a two-year term. After June 30, 2022, the Commissioner for Place 1 shall be appointed to a one-year term, the Commissioners for Place 2 and Place 5 shall be appointed to two-year terms, and the Commissioners for Place 3, Place 6, and Place 7 (Mayor) shall be appointed to three-year terms.					
Parks Advisory Board					
Meets: 2nd Wednesday @ 7:00 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: Tony Host					
Council Liasion:					
			Appointed	Term Ends	
Place 1	Katie	Weiss	Vice Chair	7/15/21	6/20/24
Place 2	Wendel	Teltow	Member	1/23/20	6/30/24
Place 3	David	Meyer	Member	9/17/20	6/30/22
*Place 4	Vacant		Member	7/2/20	6/30/23
Place 5	Sharon	Dyer	Member	6/17/21	6/30/24
Place 6	Rose	McMillin	Member	6/20/19	6/30/22
Place 7	Perry	Savard	Chair	6/20/19	6/30/22
* Filled unexpired term					

Library Advisory Board					
Meets: Quarterly @ 6:00 p.m. in City Council Chambers					
3 year terms					
Staff Liasion: Kristi Robich					
Council Liasion: Tanner Rose					
				Appointed	Term Ends
Place 1	Christina	Garza	Member	5/16/19	6/30/23
Place 2	Nelida	Ortiz	Member	7/15/21	6/30/24
Place 3	Tara	Chappell	Vice Chair	7/3/19	6/30/22
Place 4	Scott	Rose	Member	9/17/20	6/30/23
Place 5	Havala	Merit	Member	6/17/21	6/30/24
Place 6	David	Westbrook	Member	11/7/19	6/30/22
*Place 7	Brian	Thompson	Member	2/27/20	6/30/22
Zoning Board of Adjustment					
Meets: 4th Weds @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per LGC Sect. 211.008(b)					
Staff Liasion: Ashley Lumpkin					
Council Liasion:					
				Appointed	Term Ends
Place 1	John	Marines	Member	6/3/21	6/30/22
Place 2	Brian	Lee	Member	6/7/21	6/30/24
Resigned Place 3	David	Meyer	Member	7/3/19	6/30/22
Place 4	Wendell	Teltow	Member	5/20/21	6/30/23
Place 5	Ray	Alba	Member	6/17/21	6/30/23
Place 6	Maureen	Rooker	Member	6/20/19	6/30/22
Place 7	Randal	Clark	Member	9/19/19	6/30/22
Historic Preservation Commission					
Meets: 4th Tuesday @ 6:30 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion:					
Council Liasion: Robin Sutton					
				Appointed	Term Ends
Place 1	DeAnne	Worley	Commissioner	7/3/19	6/30/22
Place 2	Jon	Stephenson	Commissioner	5/20/21	6/30/24
Place 3	Curtis	Orton	Commissioner	9/20/18	6/30/22
Place 4	Robert	Lykins	Commissioner	5/20/21	6/30/23
Place 5	Vacant		Commissioner		6/30/21
Place 6	Travis	Allen	Commissioner	6/20/19	6/30/22
Place 7	Vacant		Commissioner		

Building and Standards Commission					
Meets: As Needed in City Council Chambers (at least once a year)					
2 year terms per LGC Sect. 54.033					
Staff Liasion: Ashley Lumpkin					
Council Liasion: None					
				Appointed	Term Ends
*Place 1	Vacant		Commissioner	1/3/19	6/30/21
Place 2	Vacant		Commissioner	9/20/18	6/30/21
Pending Registration	Place 3	Kendrick Whittington	Commissioner	8/2/18	6/30/22
Place 4	Kurt	Schwerdtfeger	Commissioner	7/1/21	6/30/23
Place 5	Vacant		Commissioner	9/20/18	6/30/21
Place 6	Maureen	Rooker	Commissioner	6/20/19	6/30/22
Place 7	Richard	Hudson	Commissioner	6/20/19	6/30/22
* Filled unexpired term					
Ethics Review Commission					
Meets: As needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: City Secretary					
Council Liasion: None					
				Appointed	Term Ends
* Place 1	Jane	Wrinkle	Member	2/4/21	6/30/23
** Place 2	Lori	Brown-Duncan	Vice Chair	9/20/18	6/30/21
Place 3	Bill	Kohl	Member	7/11/19	6/30/22
Place 4	Christina	Garza	Member	12/17/20	6/30/23
Place 5	Abel	Landin	Member	6/17/21	6/30/24
Place 6	April	Willis	Member	8/15/19	6/30/22
Place 7	Vacant		Member		6/30/22
Economic Development Corporation					
Meets: 1st Monday at 6:30 p.m. of each month in City Council Chambers					
Staff Liasion: Stacy Schmitt					
Council Liasion:					
				Appointed	Term Ends
Place 1	Marqueta	Grant	Member	2/25/21	6/30/21
Place 2	Mike	Arismendez	Chair	6/3/21	6/30/23
Place 3	Shawn	Lucas	Member	6/10/21	6/30/23
Place 4	Don	Carlson	Vice Chair	7/1/21	6/30/23
Place 5	Randal	Clark		6/17/21	6/30/23
Place 6	Victor	Henry	Member	5/6/21	6/30/21
Place 7	Mike	Snyder	Member	7/1/21	6/30/23

Communications/Technology Task Force					
Meets once a month.					
1 year term- appts in Feb.					
Council Liasion: Peter Gordon					
				Appointed	Term Ends
Place 1	Jane	Wrinkle	Member	2/4/21	2/1/22
Place 2	Vacant				2/1/22
Place 3	Vacant		Member		2/1/22
Place 4	Andrew	Ingrassia	Member	6/10/21	2/1/22
Place 5	Vacant				
Place 6	Jerica	Lawyer	Member	7/15/21	2/1/22
Place 7	Dana	Wilcott	Member	7/15/21	2/1/22
ADA/Electronic and Information Resource Task Force					
Meets once a month					
1 year term-Appts in Feb					
Council Liasion: Dan Thornton					
				Appointed	Term Ends
Place 1	Jane	Wrinkle	Member	2/4/21	2/4/22
Place 2	Laurie	Stockman	Member	2/25/21	2/4/22
Place 3	Vacant		Member		
Place 4	Vacant		Member		2/6/22
Place 5	Vacant		Member		
Place 6	Vacant		Member		
Place 7	Vacant		Member		
Diversity and Inclusion Commission					
Meets monthly					
3 yr terms					
Council Liasion:				Appointed	Term Ends
Place 1	Ana	Gonzales	Member	11/19/21	6/30/24
Place 2	Tara	Spoons	Member	9/17/20	6/30/23
Place 3	Vanessa	Henry	Member	11/5/20	6/30/24
Place 4	Brian	Thompson	Member	8/27/20	6/30/23
Place 5	Vacant		Member	8/20/20	6/30/23
Place 6	Beatriz	Rodriguez	Member	11/5/20	6/30/24
Place 7	Nakeenya	Wilson	Member	11/19/20	6/30/24
Tax Increment Reinvestment Zone (TIRZ) #1					
3 appts from City					
2 appts from County *+					
2 yr terms				Appointed	Term Ends
	Russ	Boles	Member	2/14/20	2/14/22
*+	Scott	Heselmeyer	Member	3/2/21	3/2/23
	VACANT		Chair		2/1/22
	Rick Hudson		Member	2/10/20	2/10/22
	Mandi Villarreal Salvo		Member	4/1/21	2/1/22
Emergency Preparedness Task Force					
Meets					
3 year terms					
Council Liasion: Mike Snyder				Appointed	Term Ends
Place 1	Vacant		Member		6/30/23
Place 2	Matthew	Selby	Member	7/15/21	6/30/23
Place 3	Donna	Jones	Member	6/17/21	6/30/23
Place 4	Thomas	Quoma	Member	6/3/21	6/30/24
Place 5	Stevie	Jones	Member	6/17/21	6/30/24
Place 6	Vacant		Member		6/30/24
Place 7	Vacant		Member		6/30/24