



City of Hutto

Agenda

City Council Meeting

Thursday, September 16, 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 September 16, 2021. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

7. CITY MANAGER COMMENTS

8. CONSENT AGENDA ITEMS

8.1. Consideration and possible action on approving the September 2, 2021 City Council work session meeting minutes.

- 8.2. Consideration and possible action on Ordinance No. O-2021-056 prescribing certain fees for the City of Hutto, Texas, amending all applicable ordinances and other instruments; providing for a schedule of fees and charges. (as amended) (Second Reading)
- 8.3. Consideration and possible action on Ordinance O-2021-061 amending the School Zones Ordinance, Section 22.03.034 of the Hutto Code of Ordinances to modify the intervals of operation for school zones; and providing for the following: findings of fact; enactment; repealer; severability; codification; effective date; and proper notice & meeting.
- 8.4. Consideration and possible action on Ordinance No. O-2021-053 approving a negotiated settlement between Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's rate review mechanism. (Second Reading)(Legal)

9. OTHER BUSINESS

- 9.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, Area Government appointments and Advisory Committees.
- 9.2. Consideration and possible action on the charge, goals, and objectives of the Diversity and Inclusion Commission, including possible suspension or dissolution of the Commission.
- 9.3. Consideration and possible action regarding alleged violations of the Open Meetings Act by members of the Diversity and Inclusion Commission through a series of communications by a quorum, including a letter dated June 18, 2021.
- 9.4. Consideration and possible action relating to the procedures to set speed limits within the City of Hutto.(Councilmember Sutton)
- 9.5. Discussion and update on Impact Fee Credit or Reimbursement Agreement with Meritage Homes for the Cross Creek Development.(D.Palumbo)
- 9.6. Consideration and possible action on the plat application review process. (Mayor Snyder)
- 9.7. Consideration and possible action on Resolution No. R-2021-141 approving a Memorandum of Understanding by and among the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the "Cities") and the County of Williamson ("County") to proceed with identifying and evaluating the services currently being provided by the Williamson County and Cities Health District.
- 9.8. Consideration and possible action on Resolution No. R-2021-139 approving an Amended and Restated Cooperative Agreement by and between Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill under Chapter 121, Subchapter E of the Texas Health and Safety Code.

10. ORDINANCES

- 10.1. Consideration of a public hearing and possible action on Ordinance No. O-2021-057 for a zoning change request known as Carver Ridge Ph. II, 3.27 acres, more or less, of land, from B-2 (General Commercial) to MF (Multifamily) use, located on Swindoll Lane at FM 1660 South. (First Reading)(Ashley Lumpkin)

- 10.2. Consideration of a public hearing and possible action on Ordinance No. O-2021-054 approving and adopting a budget for the City of Hutto for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022. (Second Reading)(Angie Rios)
- 10.3. Consideration of a public hearing and possible action on Ordinance No. O-2021-055 levying Ad Valorem taxes for the use and support of the municipal government for the City of Hutto for the Tax Year 2021. (Second Reading)(Angie Rios)
- 10.4. Consideration of a public hearing and possible action on Ordinance No. O-2021-059 the proposed Unified Development Code (2020 Edition, as amended), Chapter 4 Section 10.410 Signs, to add and clarify language for temporary signage. (First Reading)(Ashley Lumpkin)
- 10.5. Consideration of a public hearing and possible action on Ordinance No. O-2021-012 approving the annexation of Urbana at Cottonwood Creek, 43.521 acres, more or less, of land, and to establish the base zoning as SF-1 (SingleFamily Residential), located on CR 199. (First Reading)(Ashley Lumpkin)
- 10.6. Consideration of a public hearing and possible action on Ordinance No. O-2021-013 approving the zoning change request for Urbana at Cottonwood Creek Planned Unit Development (PUD), 43.521 acres, more or less, of land, a mixed-use PUD, located on CR 199. (First Reading)(Ashley Lumpkin)
- 10.7. Consideration of a public hearing and possible action on Ordinance No. O-2021-060 approving the proposed annexation of the Lidell-Walker Tracts, 263.008 acres, more or less, of land, and to establish the base zoning for the property as SF-1 (Single-Family Residential). (First Reading)(Ashley Lumpkin).
- 10.8. Consideration and possible action on Ordinance No. O-2021-058 opening a public hearing on the levy of assessments on property within Durango Farms Public Improvement District and approving levying special assessments for, and apportioning the costs of, certain improvements to property in and for the Durango Farms Public Improvement District; fixing a charge and lien against all properties within the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the district and the real and true owners thereof; approving a service and assessment plan; providing a severability clause; and providing an effective date.(First Reading)(Dorothy Palumbo)

11. RESOLUTIONS

- 11.1. Consideration and possible action on Resolution No. R-2021-147 approving the proposed development agreement for the Lidell-Walker Tracts, 263.008 acres, more or less, of land. (Ashley Lumpkin).
- 11.2. Consideration and possible action on Resolution No. R-2021-137 approving a Second Amended and Restated Development Agreement between the City of Hutto and MA Durango, LLC for a property being approximately 105 acres, also known as Durango Farms.(Dorothy Palumbo)
- 11.3. Consideration and possible action on Resolution No. R-2021-131 authorizing the City of Hutto's execution and entering into the Durango Farms Public Improvement District Financing and Reimbursement Agreement; ordering other matters in connection with the foregoing and providing an effective date. (D.Palumbo)
- 11.4. Consideration and possible action on Resolution No. R-2021-142 adopting the Investment Policy. (Angie Rios)

- 11.5. Consideration and possible action on Resolution No.R-2021-145 approving a Second Amended and Restated Development Agreement between the City of Hutto and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership.
- 11.6. Consideration and possible action on Resolution No. R-2021-146 approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for "City of Hutto, Texas Special Assessment Revenue Bonds, Series 2021 (Cottonwood Creek Public Improvement District Improvement Area #1 Project).
- 11.7. Consideration and possible action on Resolution R-2021-148 of the City Council of the City of Hutto, Texas, consenting to the expansion of a Municipal Utility District to be known as Star Ranch Municipal Utility District No. 3 and the inclusion of approximately 29.93 acres of land, and annexation of approximately 29.93 acres of land, into the district; and providing an effective date.

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 Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

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.

14. ADJOURNMENT

15. CERTIFICATION

I certify that this notice of the Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on September 13, 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 Work Session Thursday, September 2, 2021 at 6:00 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- 6:00 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. PLEDGE OF ALLEGIANCE

4. OTHER BUSINESS

4.1. Discussion on the Proposed FY 2021-2022 Budget. (Angie Rios)

Discussion ensued. No action taken.

5. ADJOURNMENT 7:10 PM

Passed and approved this 16th day of September, 2021.

ATTEST:

Mike Snyder, Mayor

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-056 prescribing certain fees for the City of Hutto, Texas, amending all applicable ordinances and other instruments; providing for a schedule of fees and charges. (as amended) (Second Reading)
Meeting: Thursday, September 16, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. O-2021-056 Ordinance amending fee schedules 21-22 9.1.21
2. Hutto Fee Schedule 21-22 REVISIONS 9.8.21

ORDINANCE NO. O-2021-056

AN ORDINANCE AMENDING THE FEE SCHEDULE FOR THE CITY OF HUTTO, APPENDIX A OF THE HUTTO CODE OF ORDINANCES, TO UPDATE THE FEES AND CHARGES FOR CERTAIN CITY SERVICES; PROVIDING FOR A SCHEDULE OF FEES AND CHARGES; PROVIDING A PUBLICATION CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2021.

WHEREAS, the City of Hutto, Texas (the “City”) is a home-rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its Home Rule Charter; and

WHEREAS, a review has been made by the City Staff covering rates, fees and charges of the City of Hutto for certain services rendered or provided by the City of Hutto; and

WHEREAS, it is deemed advantageous to set out all of said rates, fees and charges in one ordinance for the convenience of the City of Hutto, its employees and the citizens of Hutto and the public in general; and

WHEREAS, it is the purpose and intent of this ordinance to adopt rate schedules, fees and charges for such utilities and services provided by the City of Hutto; and

WHEREAS, it is recognized that the existing ordinances covering the various rates, fees and charges are numerous and it is the purpose and intent of this ordinance to amend all of said prior ordinance so as to set forth the rate and fee schedules as provided herein.

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

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

SECTION 2. The Fee Schedule of the City of Hutto, Appendix A of the Hutto Code of Ordinances, is hereby amended to read in accordance with Attachment “A” which is attached hereto and incorporated into this Ordinance and the City Code 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”.

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

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

any other valid portion of this Ordinance.

SECTION 5. The City Secretary of the City of Hutto, Texas, 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 6. 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 matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 7. This Ordinance shall be effective on October 1, 2021.

READ and APPROVED on first reading on this the **2nd day of September, 2021**, at a regular meeting of the City Council of the City of Hutto, Texas.

READ, APPROVED and ADOPTED on second and final reading on this the **16th day of September, 2021**, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Holly Nagy, City Secretary

APPENDIX A

FEE SCHEDULE

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

- (a) Temporary use permits: \$300.00.
- (b) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (c) Planned unit developments (PUD): \$2,750.00 up to 20 acres. \$100.00 for each additional 5 acres.
- (d) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- (e) Zoning variance: \$400.00.
- (f) Development agreements: \$1,000.00.
- (g) Form based code submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (h) Form based code amendment: 75% of regular form based code submittal fee.
- (i) Annexation (voluntary): \$500.00.
- (j) Specific use permit: \$500.00.
- (k) Zoning verification letter: \$50.00.**
- (l) Warrant (historic district only): \$100.00.**
- (m) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- (n) Technology fee: \$25.00 except where indicated by**.
- (o) Notices:
 - (1) Published: \$150.00.
 - (2) Mailed: \$1.00 per mailed notice.
- (A) ***For residential variances, the first fifty (50) notices are included in the initial application fee. Any notices over fifty (50) shall be \$1.00 per notice.
- (3) On-site public hearing notification sign: \$25.00 per sign.
- (4) Written notice of each public hearing before the planning and zoning commission and/or city council shall adhere to the following chart:

Procedure	Published	Mailed	Notification distance	On-site public hearing notification signs placed	Notice posted on the city website
Planning Policy					
Comprehensive plan text amendment	*				*
Comprehensive plan map amendment	*				*
Code amendment	*				*

Annexation					
Voluntary	•	•	200 feet		•
Involuntary	•	•	200 feet		•
Zoning					
Zoning application	•	•	600 feet*	•	•
PUD development plan/rezoning•	•	600 feet*	•	•	
Specific use permit	•	•	600 feet*	•	•
Platting					
Preliminary Plat	•	•	200 feet		•
Replat	•	•	200 feet		•
Variances					
Residential variance***	•	•	200 feet	•	•
Commercial variance	•	•	600 feet*	•	•
Historic preservation					
Certificate of appropriateness					•

*Any proposed building over four-stories shall require an additional 100 ft distance per floor up to a maximum 1,000 ft notification distance.

Sec. A1.002 Appeals

- (a) Administrative appeal (zoning board of adjustment): \$500.00.**
- (b) All other appeals (city council): \$150.00.**

Sec. A1.003 Subdivision fees

- (a) Development assessment review: \$1,100.00.
- (b) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (c) Major subdivision preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- (d) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (e) Plat vacation: \$500.00.
- (f) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- (g) Major/minor plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- (h) Minor/short form final plat: \$500.00.
- (i) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00*. Requires amendment plat.

- (j) GIS fee: \$25.00.**
- (k) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
- (l) Plan extension request (1-year extension): \$250.00.**
- (m) Subdivision public improvements/construction plan review: 0.3% of engineer's opinion of probable cost.
- (n) Legal lot determination: \$50.00.**
- (o) Subdivision variance: \$300.00.
- (p) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- (q) Technology fee: \$25.00 except where indicated by.**
- (r) Service extension request application fees:
 - (1) Request not requiring city participation: \$200.0.
 - (2) Request requiring city participation: \$500.00.
 - (3) Technology fee: \$25.00.

Sec. A1.004 Development fees

- (a) Parkland development fee:
 - (1) Residential: \$500.00 per unit.
 - (2) Nonresidential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.
- (b) Parkland fee-in-lieu of land dedication fees:
 - (1) Residential:
 - (A) Single-family: \$300.00 per unit.
 - (B) Multifamily: \$175.00 per unit.

Sec. A1.005 Site plan fees

- (a) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250.00 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.
 - (1) Technology fee: \$25.00.
- (b) Site inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (c) Site inspection fee (public improvements only): 3% of cost of public improvements.
- (d) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (e) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- (f) Right-of-way use permit fees. Driveway/flatwork/sidewalk/curb cut only:
 - (1) Application fee: \$100.00.
 - (2) Inspection fee: \$65.00.
 - (3) Technology fee: \$5.00.
- (g) Right-of-way use permit fees:
 - (1) Application fee (applied to inspection fee): \$500.00.
 - (2) \$500.00 or 3% of construction cost inspection fee, whichever is greater.
- (h) Clearing and grading permit fees:
 - (1) Application fee: \$100.00.
 - (2) Technology fee: \$7.00.

Sec. A1.006 Building plan review fees

Building plan review fees:

- (1) New residential building permit fee: \$1,600.00 flat fee.

- (2) Residential addition building permit fee: \$25.00.
- (3) Commercial: 65% of commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (4) Certificate of appropriateness (historic district only):
 - (A) Minor projects: \$30.00.
 - (B) Major projects (i.e., new construction): \$250.00.
 - (C) Technology fee: \$7.00.
- (5) Master Plan Submittal: \$500 per new home plan compliance review.

Sec. A1.007 Building permit fees

- (a) Payment. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the building group and construction type.
- (b) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections, reinspections are an additional fee.

Estimated Valuation	Fee
\$1.00 to \$5,000.00	\$25.00
\$5,001.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$99.69 for the first \$10,000.00 plus \$7.70 for each additional \$1,000.00
\$25,001.00 to \$50,000.00	\$215.19 for the first \$25,000.00 plus \$5.56 for each additional \$1,000.00
\$50,001.00 to \$100,000.00	\$354.19 for the first \$50,000.00 plus \$3.85 for each additional \$1,000.00
\$100,001.00 to \$500,000.00	\$546.69 for the first \$100,000.00 plus \$3.08 for each additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,778.69 for the first \$500,000.00 plus \$2.62 for each additional \$1,000.00
\$1,000,001.00 and up	\$3,088.69 for the first \$1,000,000.00 plus \$1.74 for each additional \$1,000.00

- (1) Reinspections: \$65.00 each, after 3rd failed inspection, must wait 2 days for reinspection.
- (2) Technology fee:
 - (A) Residential building permit: \$10.00.
 - (B) Commercial building permit: \$20.00.
- (c) Miscellaneous permits/inspections by type:
 - (1) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by.**
 - (2) Move-in permit fee (modular structure): \$150.00.
 - (3) Demolition:

- (A) Residential: \$50.00.
- (B) Commercial: \$150.00.
- (4) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s). Reinspections are an additional fee.
- (5) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00, plus required inspection(s) fees. Reinspections are an additional fee.
- (6) Pool permit (in ground): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.
- (7) Pool permit (above ground, over 24" tall): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspections are an additional fee.
- (8) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Reinspections are an additional fee.
- (9) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
- (10) Tree removal permit:**
 - (A) Undeveloped or redevelopment site:
 - (i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - (B) Developed site:
 - (i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- (11) HUD-code manufactured home fees:
 - (A) Permit application fee: \$100.00.
 - (B) License application or renewal fees: \$50.00.
 - (C) License transfer fee: \$50.00.
- (12) Sign permits:
 - (A) Regular signs (on buildings or freestanding):
 - (i) Signs meeting code requirements, fee due upon application: \$5.00 per square foot of facing.
 - (ii) Sign master plan application fee: \$100.00.
 - (B) Signs requiring variances:
 - (i) Processing fee: \$100.00.
 - (ii) If variance approved: \$15.00 per square foot of facing.
 - (iii) If variance approved for sign master plan: \$10.00 per square foot of facing.
 - (C) Temporary signs:
 - (i) Temporary commercial signage, per sign: \$50.00.
 - (ii) A-frame sign: \$30.00 (1 year).
 - (iii) Public information sign: Permit required; no fee.**
 - (iv) Political sign: No permit required; no fee.**
- (13) Certificate of occupancy (change of commercial tenant or ownership): \$50.00.
- (14) Temporary certificate of occupancy: \$250.00 per issuance.
- (15) Occupation of a structure prior to issuance of a certificate of occupancy: \$100.00 per day of occupancy prior to issuance of a certificate of occupancy.
- (16) Temporary job/construction trailer: \$30.00.
- (17) Remodel-residential: \$50.00 plus required inspection(s) fees. Reinspections are an additional fee. (No plan

review fee required.)

(18) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.

(19) All inspections and reinspections not listed above: \$50.00 each.** After 3rd failed inspection, must wait 2 days for reinspection and reinspection is \$100.00.

Sec. A1.008 Map and plan documents

(a) Printed map products:

(1) Black and white or color map:

(A) 8.5" x 11": \$5.00.

(B) 11" x 17": \$10.00.

(C) 34" x 48": \$20.00.

(2) Map tube: \$2.00.

(3) Postage: \$4.00 depending on additional postage fees.

(4) 2-day request: \$40.00.

(5) As-built plans (24" x 36"): \$10.00.

(b) GIS/CD/e-mail products:

(1) PDF file: \$10.00.

(2) JPG file: \$10.00.

(3) CD: \$15.00.

(4) DVD: \$15.00.

(5) Postage: \$4.00 depending on additional postage fees.

(6) Shape file:

(A) Each layer: \$35.00.

(B) Parcel layer: \$70.00.

(7) Aerial:

(A) Individual panels (per panel): \$35.00.

(B) All panels: \$860.00.

(8) As-built plans (electronic): \$25.00.

(c) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the planning director, the customer will be charged on a per-hour basis. \$75.00 for the first hour, \$35.00 for each additional hour.

Sec. A1.009 Right-of-way fees for network providers

(a) Application fees. The application fees shall be assessed on the number of node support poles and/or network nodes contained in an application for installation at the following rates:

(1) Five hundred dollars (\$500.00) per application. This amount will cover applications covering up to five network nodes;

(2) For applications with more than five network nodes, there shall be an additional two hundred and fifty dollars (\$250.00) fee for each additional network node (limit of 30 nodes total); and

(3) One thousand dollars (\$1,000.00) per application for each node support pole.

(b) Rent from network providers.

(1) Network nodes. The annual network node site rental rate as set in chapter 284 sec. 284.053 shall be \$250.00 per network node, with annual CPI adjustment as provided for in chapter 284, section 284.054.

(2) Poles. Chapter 284, section 284.053 does not provide a separate rate for poles.

(3) Transport facility. The annual transport facility rental rate as set in chapter 284 section 284.055 shall be \$28.00 monthly for each network node, unless an equal or greater amount is paid the city, e.g., under chapter 283,

Tex. Loc. Gov. Code or chapter 66, Tex. Util. Code.

(c) Annual collocation on service pole attachment fee. Twenty dollars (\$20.00) per network node permitted to be collocated on a city service pole.

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

(a) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.

(b) Accident reports, per report: \$6.00.

(c) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.

(d) Alarm fees: State law. Amount allowable under SB 568.

~~[(e) Business alarm permits (annual fee): \$50.00.]~~

~~[(f) Residential alarm permits (annual fee): \$25.00.]~~

Sec. A2.002 Animal control fees

Animal control: [chapter 4](#) of the Code of Ordinances. All fees set forth shall apply as adopted by the county commissioner's court for the regional animal shelter, as amended.

(1) Dog registration for sterilized animal, per tag: \$5.00.

(2) Dog registration for unsterilized animal, per tag: \$10.00.

(3) Impoundment fee, registered: \$30.00.

(4) Impoundment fee, unregistered: \$60.00.

(5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.

(6) Holding fee, per day: \$10.00.

(7) Rabies vaccination, per animal: \$15.00.

(8) Pick up deceased owner animal, per animal: \$25.00.

(9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.

(10) Additional drop-off fee with litter, per occurrence: \$25.00.

Sec. A2.003 Traffic fines

(a) The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.

(b) Maximum fines. The maximum fine for most municipal court cases is as follows:

(1) Traffic violations: \$200.00.

(A) \$200.00 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.

(B) Additional fee applies if speeding in a school zone.

(2) Penal violations: \$500.00.

Sec. A2.004 City ordinances

As stated in chapter 1, [section 1.01.009](#) of the code, the city council may establish the following penalties:

(1) A fine up to \$2,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;

(2) A fine up to \$4,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse; and

(3) A fine up to \$500.00 for all other city violations.

Sec. A2.005 Unlawful passing of school buses

Unlawfully passing a school bus is punishable by a fine of \$500.00–\$1,250.00 for first offense, or \$1,000.00–\$2,000.00 for second or subsequent offense.

Sec. A2.006 Failure to maintain motor vehicle liability insurance

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175.00 or more than \$350.00; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350.00 or more than \$1,000.00.

Sec. A2.007 Parked in handicap zone

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500.00 or more than \$750.00; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550.00 or more than \$800.00; and if that person has been convicted three times of this offense, a fine of not less than \$800.00 or more than \$1,100.00.

Sec. A2.008 Time payment fee (article 102.030 Code of Criminal Procedure)

Municipal court shall collect a fee of \$15.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date judgment is entered.

Sec. A2.009 Food sanitation fees (25 Texas Administrative Code section 229.161–171, 229.173–175)

Fees under this subsection are to be reviewed and regulated by the county and cities health district.

ARTICLE A3.000 PUBLIC WORKS

Sec. A3.001 Solid waste collection

(a) Monthly fees are based on cart selection. Bulky waste pickup is not included with the 65-gallon solid waste cart selection.

	95-gal. solid waste	95-gal. solid waste	65-gal. solid waste	65-gal. solid waste
	95-gal. recycling	65-gal. recycling	95-gal. recycling	65-gal. recycling
Solid waste	\$9.75	\$9.75	\$8.40	\$8.40
Recycling	\$3.75	\$3.10	\$3.75	\$3.10
Bulky waste	\$0.45	\$0.45	n/a	n/a
Street maintenance (6%)	\$0.84	\$0.80	\$0.73	\$0.69
Sales tax (8.25%)	\$1.22	\$1.16	\$1.06	\$1.01
Total monthly cost	\$16.01	\$15.26	\$13.94	\$13.20

(b) Additional carts: 50% of monthly rate.

(c) Tenant clean out (includes up to 10 cubic yards): \$150.00.

(d) Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup.

Sec. A3.002 Assessments

(a) Lot cleanup: Actual cost plus \$100.00 administrative fee.

ARTICLE A4.000 PUBLIC FACILITY RENTALS

Sec. A4.001 Facilities and equipment rental

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

(1) Generally.

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

(B) A fee will be charged for the preparation of athletic fields (striping).

(C) A per hour, per staff member fee will be charged if a city employee is required to be present during usage.

(2) Park facilities.

	Resident	Nonresident	Deposit	
			Private Parties	Corporations
Fritz[s] Park Large Pavilion				
Hourly rate (2-hr minimum)	\$20.00	\$30.00	\$200.00	\$400.00
Half day rate	\$140.00	\$210.00	\$200.00	\$400.00
Full day rate	\$300.00	\$450.00	\$200.00	\$400.00
Fritz Park Party Pavilion				
Hourly rate (2-hr minimum)	\$50.00	\$75.00	\$200.00	\$400.00
Full day rate	\$300.00	\$450.00	\$200.00	\$400.00
Fritz[s] Splash Pad and Pavilion				
After hours rental	\$300.00	\$450.00	\$100.00	N/A
Hutto Community Park Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00
Hutto Park at Brushy Creek Pavilions				
Hourly rate (2-hr minimum)	\$20.00	\$30.00	\$200.00	\$400.00
Half day rate	\$140.00	\$210.00	\$200.00	\$400.00
Full day rate	\$300.00	\$450.00	\$200.00	\$400.00

Hutto Lake Park Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00
Glenwood Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00

(3) Athletic fields:

	Resident	Nonresident	Deposit	
			Hourly	4 or more hours
Holmstrom Field				
Hourly (lights)	\$100.00	\$125.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
Nguyen Field				
Hourly (lights)	\$150.00	\$175.00	\$100.00	\$400.00
Hourly (no lights)	\$75.000	\$100.00	\$100.00	\$400.00
Mager Fields (per field)				
Hourly (lights)	\$100.00	\$125.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
Creek Fields (per field)				
Hourly (no lights)	\$25.00	\$50.00	\$100.00	N/A

(4) Concession facilities.

	Resident Daily Rate	Nonresident Daily Rate	Deposit
Holmstrom			

Monday–Friday	\$15.00	\$15.00	\$300.00
Saturday–Sunday	\$50.00	\$50.00	\$300.00
Mager			
Monday–Friday	\$15.00	\$15.00	\$300.00
Saturday–Sunday	\$50.00	\$50.00	\$300.00

(5) Field preparation and staffing.

	Football	Soccer	Baseball/Softball
Stripping fee	\$150.00	\$100.00	\$35.00
Staffing (as needed, hourly)	\$25.00	\$25.00	\$25.00

(6) Equipment. Equipment may be rented if available, in conjunction with a paid field rental and deposit.

Equipment - Per day	Fee
Field equipment	\$35.00

Sec. A4.002 Youth sports association facility fees

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

Youth Leagues	Fees
Electric rate - hourly	\$20.00
Per nonresident rate	\$50.00

Sec. A4.003 Recreation program fees

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

ARTICLE A5.000 UTILITIES

Sec. A5.001 Deposits for water and wastewater accounts

Deposits for all water and wastewater accounts per connection. If average monthly consumption is found to be in excess of the minimum, the customer may be assessed an additional deposit as determined by the city manager.

(1) Water and wastewater, per customer:

- (A) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or through a credit check.
- (B) Average payment history: \$150.00.**
- (C) Poor payment history: \$250.00.**

*\$150.00 deposit will be charged for any customer without a deposit who is disconnected for nonpayment.

****An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.**

*****Final determination of credit history to be made by the city utility billing supervisor.**

(2) Wastewater only:

(A) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or a through credit check.

(B) Average payment history: \$100.00.**

(C) Poor payment history: \$200.00.**

****An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.**

*****Final determination of credit history to be made by the city utility billing supervisor.**

(3) Nonresidential deposits: Nonresidential deposits are outlined in [section 24.04.038](#) in the Code of Ordinances. The minimum nonresidential deposit is equal to the residential deposit.

(4) Temporary meters, per meter: \$1,500.00.

Sec. A5.002 Connection fees

(a) Water:

(1) 5/8" and 3/4" meter: \$600.00.

(2) 1" meter: \$750.00.

(3) 1-1/2" meter: \$1,100.00.

(4) 2" meter: \$1,300.00.

(5) Above 2" meter: Actual meter costs plus \$300.00.

(b) Wastewater:

(1) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.

(2) Above 8" meter: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

Sec. A5.003 Other service charges

(a) New account charge/transfer account charge: \$35.00.

(b) Processing fee due to disconnection of services for nonpayment: \$50.00. (Jonah and Manville customers will be assessed this processing fee plus an additional \$50.00 disconnect fee charged by those providers.)

(c) After-hours connection fee/reconnection fee: \$50.00 in addition to above.

(d) Meter reread charge: \$25.00.

(e) Tampering with a locking device: \$250.00.

(f) Return trip fee: \$35.00, required if technician has to return location to connect water due to customer action.

(g) Temporary fire hydrant backflow prevention testing: \$75.00.

Sec. A5.004 Impact fees

(a) For plats recorded prior to February 1, 2013.

(1) Water, per service unit equivalent: \$4,363.00.

(2) Wastewater, per service unit equivalent: \$1,068.00.

(b) For plats recorded after February 1, 2013.

(1) Water, per service unit equivalent: \$3,625.00.

(2) Wastewater, per service unit equivalent: \$2,128.00.

Sec. A5.005 Retail water and wastewater rates

(a) Outside city rates: Outside city rates are 1.15 times inside city rates.

(b) Water rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1,274.39	\$1,465.55

(2) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Single-family residential:		
Monthly use between:		
0 to 5,000 gallons	\$7.82	\$9.00
5,001 to 12,000 gallons	\$8.50	\$9.78
12,001 to 25,000 gallons	\$8.90	\$10.24
25,001 gallons or more	\$9.70	\$11.16
Nonresidential, all consumption	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

(c) Wastewater rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.31	\$29.11
1" meter	\$39.49	\$43.68
1-1/2" meter	\$63.29	\$72.78

2" meter	\$126.56	\$145.56
3" meter	\$202.50	\$232.88
4" meter	\$405.01	\$465.75
6" meter	\$632.83	\$727.76
8" meter	\$1,265.66	\$1,455.51

(2) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Residential*	\$6.33	\$7.28
Nonresidential**	\$7.28	\$8.36

(3) Monthly rate (volume and demand):

	Inside City	Outside City
Flat rate customers	\$60.38	\$69.43

(4) Drainage fee: \$4.00 per customer per month.

*Based on winter water use average.

**Based on monthly water meter readings. Nonresidential customers with a 5/8" or 3/4" water meter will continue to base their bill on the winter water use average unless a separate irrigation meter is installed. Wastewater-only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with [section 24.04.040](#) and disconnection for nonpayment.

Sec. A5.006 Unmetered fire protection systems

Unmetered fire protection systems, per connection, minimum charge per month, per service size:

- (1) 2-inch: \$8.00.
- (2) 6-inch: \$20.00.
- (3) 8-inch: \$30.00.

Sec. A5.007 Bulk water rate

Bulk water rate per 1,000 gallons: \$3.50.

Sec. A5.008 Drought contingency plan fees

(a) Water allocation surcharges for stage 6 response:

(1) Single-family residential customers:

- (A) \$10.00 for the first 1,000 gallons over allocation.
- (B) \$15.00 for the second 1,000 gallons over allocation.
- (C) \$20.00 for the third 1,000 gallons over allocation.
- (D) \$25.00 for each additional 1,000 gallons over allocation.

(2) Master-metered multifamily residential customers:

- (A) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- (B) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for

each dwelling unit.

(C) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

(D) \$25.00 thereafter for each additional 1,000 gallons over allocation.

(3) Commercial customers:

(A) Customers whose allocation is 0 gallons through 3,000 gallons per month:

(i) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

(ii) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.

(iii) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

(iv) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

(B) Customers whose allocation is 3,000 gallons per month or more:

(i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(4) Industrial customers:

(A) Customers whose allocation is 0 gallons through 3,000 gallons per month:

(i) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

(ii) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.

(iii) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

(iv) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

(B) Customers whose allocation is 3,000 gallons per month or more:

(i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(b) Reconnection charge: Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00.

ARTICLE A6.000 BUSINESSES

Sec. A6.001 ~~[Wine and beer retailer permit]~~ Alcoholic Beverage Permit and License

~~[Wine and beer retailer permit: \$25.00.]~~ Permit and License fees are one-half the amount of the state fees collected by the Texas Alcoholic Beverage Commission for said permit or license, except as to passenger transportation, carrier, private club registration, and local cartage permits, and except as to Mixed Beverage Permits during the three-year period following the issuance of the permit.

Sec. A6.002 **Peddlers, solicitors, distributors, itinerant vendors and mobile street vendors**

(a) Peddler/solicitor: \$25.00 for each person permitted.

(b) Distributor: \$25.00 for each person or group of persons.

(c) Itinerant vendors/mobile street vendors:

- (1) 14-day permit: \$25.00 fee.
- (2) 30-day permit: \$35.00 fee.
- (3) 90-day permit: \$75.00 fee.
- (4) 180-day permit: \$100.00 fee.

ARTICLE A7.000 LIBRARY

(a) Library cards:

(1) Nonresident:

(A) Family: No family cards.

(B) Individual: People not living within the city limits and children not currently enrolled in Hutto ISD schools may obtain a library card for \$10.00 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

(2) Replacement:

(A) For 1st replacement: \$1.00.

(B) All additional replacement cards: \$5.00.

(b) Copy/print and fax:

(1) Black and white, per impression: \$0.10.

(2) Color, per impression: \$0.25.

(3) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local, toll free and long-distance digital faxing. No international or incoming faxes allowed.

(c) Fines and fees:

(1) Overdue books, per day, up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.

(2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.

(d) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

(a) Special events permit application fee: \$50.00.

(b) Street closure permit application fee: \$25.00.

(c) Fireworks display permit application fee: \$40.00.

(d) Film application fee: \$500.00.

(1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.

(2) Partial, nondisruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.

(3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.

(4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.

(5) Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.

(e) Brush collection by city after storm:

(1) Minimum: \$15.00.

(2) Additional time in increments of five minutes: \$5.00.

(f) Returned check fee (for any city payment): \$30.00.

- (g) Credit card processing fee, per transaction: Processing fee of 2% of the charge amount per transaction.
- (h) Certified Copies:
 - (1) Standard or legal size paper copies of city records: \$1.00 per page.
 - (2) Specialty paper and oversized paper copies of city records: Actual cost of copies plus \$1.00 per page.
- (i) Notary Services: \$6.00/notary, or in accordance with Section 406.024 of the Government Code.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance O-2021-061 amending the School Zones Ordinance, Section 22.03.034 of the Hutto Code of Ordinances to modify the intervals of operation for school zones; and providing for the following: findings of fact; enactment; repealer; severability; codification; effective date; and proper notice & meeting.
Meeting: Thursday, September 16, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto - Ordinance O-2021-Amending the School Zone Ordinance 9.14.21

SCHOOL ZONES ORDINANCE

ORDINANCE NO. O-2021-061

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE SCHOOL ZONE ORDINANCE, SECTION 22.03.034 OF THE CODE OF ORDINANCES TO MODIFY THE INTERVALS OF OPERATION FOR SCHOOL ZONES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas (the “City”) is a home-rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its Home Rule Charter; and

WHEREAS, the City established criteria for evaluation and implementation of School Zones by Ordinance No. O-19-01-03-8A (the “School Zone Ordinance”); and

WHEREAS, the City Council finds that the provisions governing and setting the intervals of operations of school zones established in the School Zone Ordinance should be amended; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Hutto to amend the School Zone Ordinance, to assure the efficient and safe implementation of School Zones within the City of Hutto and to protect pedestrians travelling to from and around the Cities schools.

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

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

Chapter 22, Article 22.03, Section 22.03.034 of the Hutto Code of Ordinances is hereby amended to read in accordance with *Attachment “A”* which is attached hereto and incorporated into this Ordinance and the City Code 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.

PASSED & APPROVED this, the ____ day of _____, 2021, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Hutto, Texas.

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 dates was dispensed with.

CITY OF HUTTO:

by: _____
Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

ATTACHMENT “A”

Sec. 22.03.034 School zones

- (a) All streets, direction of travel, location and speed limit of school zones shall be identified, defined and amended by the city’s engineering department, pursuant to the rules and regulations as detailed in the Texas Manual on Uniform Traffic-Control Devices (TMUTCD). ~~[In the mornings, school zones shall start 45 minutes before classes begin, and finish 15 minutes after classes begin. In the afternoons, school zones shall start 15 minutes before schools dismiss and finish 45 minutes after schools dismiss.]~~
- (b) The city may install or remove warranted school zones if deemed necessary by the city’s engineering department. *The times of operation of each school zone shall be established by the City Engineer.*
- (c) To request amendment to the city’s school zones, the following items must be satisfied:
 - (1) Request for study.
 - (A) Request must be made by either the principal of the school or the ~~[principal’s appointee]~~ *school district’s authorized representative.*
 - (B) Each request must include a name, address and phone number of the school principal, the school name, and school hours.
 - (C) Application for study must be obtained from the city’s engineering department (exhibit A, appendix C attached to Ordinance O-19-01-03-8A)
 - (D) Application must be returned to the city’s engineering department and must contain the following:
 - (i) The requested street name.
 - (ii) The boundary of the street segment.
 - (iii) Associated school name.
 - (iv) Grade levels at the school.
 - (v) Hours of school operation.
 - (vi) Crossing guard locations.
 - (2) Eligibility.
 - (A) The requested street must meet the following criteria:
 - (i) The street must border the school’s property line or have direct visibility of the school from all points within the zone.
 - (ii) The school must be clearly defined as an elementary, middle/junior high school, ninth grade center, or high school.
 - (iii) The school zone must be on a street that has a functional classification or collector or higher, unless it is a school boundary street or if the school is visible from all points in the zone.
 - (iv) School zones on local streets that are not boundary streets will be considered on a case-by-case basis.
 - (B) Only those requests meeting all eligibility requirements will proceed.

Reapplication will not be considered unless there have been significant changes in conditions.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-053 approving a negotiated settlement between Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's rate review mechanism. (Second Reading)(Legal)
Meeting: Thursday, September 16, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million. Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The Executive Committee recommends a settlement at \$22.78 million. The Effective Date for new rates is December 1, 2021. The deadline for ACSC members to take action on the Ordinance is October 1, 2021.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$22.78 million in additional revenues from ACSC Cities. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

AGENDA ITEM REPORT



BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2021, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$43.4 million in additional system-wide revenues, the RRM settlement at \$22.78 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$22.78 million (plus \$3.8 of additional savings due to the two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before October 1, 2021. New rates become effective December 1, 2021.

AGENDA ITEM REPORT



POLICY IMPLICATIONS:

ATTACHMENTS:

1. 2021 Atmos Mid-Tex RRM Model Staff Report Attachments
2. 2021 Atmos Mid-Tex RRM Settlement Ordinance 8.24.21
3. 2021 Atmos Mid-Tex RRM Settlement Ordinance Attachments

**Attachment 1 to
Model Staff Report**

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Residential							
2	Customer Charge	\$ 20.25	\$ 20.85	13,861,632		\$ 280,698,048	\$ 289,015,027	\$ 8,316,979
3	Consumption Charge	0.26651	0.27979		627,298,034	167,181,199	175,511,717	\$ 8,330,518
4	Revenue Related Taxes					30,398,805	31,528,717	
5	Total Class Revenue					<u>\$ 478,278,052</u>	<u>\$ 496,055,461</u>	<u>\$ 17,777,409</u>
6								
7	Commercial							
8	Customer Charge	\$ 54.50	\$ 56.50	1,094,352		\$ 59,642,184	\$ 61,830,888	\$ 2,188,704
9	Consumption Charge	0.11728	0.12263		363,850,875	42,672,431	44,619,033	\$ 1,946,602
10	Revenue Related Taxes					6,944,376	7,225,051	
11	Total Class Revenue					<u>\$ 109,258,991</u>	<u>\$ 113,674,972</u>	<u>\$ 4,415,981</u>
12								
13	Industrial & Transportation							
14	Customer Charge	\$ 1,014.50	\$ 1,054.75	7,056		\$ 7,158,312	\$ 7,442,316	\$ 284,004
15	Consumption Charge Tier 1	\$ 0.4157	\$ 0.4330		7,479,741	3,109,328	3,238,728	\$ 129,400
16	Consumption Charge Tier 2	\$ 0.3044	\$ 0.3171		8,282,846	2,521,298	2,626,490	\$ 105,192
17	Consumption Charge Tier 3	\$ 0.0653	\$ 0.0680		13,018,926	850,136	885,287	\$ 35,151
18	Revenue Related Taxes					925,722	963,306	
19	Total Class Revenue					<u>\$ 14,564,796</u>	<u>\$ 15,156,127</u>	<u>\$ 591,331</u>
20								
21	Total Excluding Other Revenue					<u>\$ 602,101,840</u>	<u>\$ 624,886,561</u>	<u>\$ 22,784,721</u>
22								\$ 21,336,550
23								
24	Revenue Related Tax Factor	6.7873%						

**Attachment 2
to 2021 RRM Staff Report**

Bill Impact

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2020**

Line No.							Current	Proposed	Change
1	Rate R @ 45.2 Ccf								
2	Customer charge						\$ 20.25		
3	Consumption charge	45.2	CCF	X	\$ 0.26651	=	12.05		
4	Rider GCR Part A	45.2	CCF	X	\$ 0.16000	=	7.23		
5	Rider GCR Part B	45.2	CCF	X	\$ 0.33320	=	15.06		
6	Subtotal						\$ 54.59		
7	Rider FF & Rider TAX								
8	Total						\$ 58.30		
9									
10	Customer charge							\$ 20.85	
11	Consumption charge	45.2	CCF	X	\$ 0.27979	=	12.65		
12	Rider GCR Part A	45.2	CCF	X	\$ 0.16000	=	7.23		
13	Rider GCR Part B	45.2	CCF	X	\$ 0.33320	=	15.06		
14	Subtotal						\$ 55.79		
15	Rider FF & Rider TAX							3.79	
16	Total						\$ 59.58	\$	1.28
17									2.20%
18									
19	Rate C @ 332.5 Ccf								
20	Customer charge						\$ 54.50		
21	Consumption charge	332.5	CCF	X	\$ 0.11728	=	38.99		
22	Rider GCR Part A	332.5	CCF	X	\$ 0.16000	=	53.20		
23	Rider GCR Part B	332.5	CCF	X	\$ 0.26321	=	87.51		
24	Subtotal						\$ 234.20		
25	Rider FF & Rider TAX							15.90	
26	Total						\$ 250.10		
27									
28	Customer charge							\$ 56.50	
29	Consumption charge	332.5	CCF	X	\$ 0.12263	=	40.77		
30	Rider GCR Part A	332.5	CCF	X	\$ 0.16000	=	53.20		
31	Rider GCR Part B	332.5	CCF	X	\$ 0.26321	=	87.51		
32	Subtotal						\$ 237.98		
33	Rider FF & Rider TAX							16.15	
34	Total						\$ 254.13	\$	4.03
35									1.61%

36	Rate I @ 4079 MMBTU					Current	Proposed	Change
37	Customer charge					\$ 1,014.50		
38	Consumption charge	1,500	MMBTU	X \$	0.4157 =	623.55		
39	Consumption charge	2,579	MMBTU	X \$	0.3044 =	785.05		
40	Consumption charge	0	MMBTU	X \$	0.0653 =	-		
41	Rider GCR Part A	4,079	MMBTU	X \$	1.5625 =	6,373.46		
42	Rider GCR Part B	4,079	MMBTU	X \$	0.5380 =	2,194.58		
43	Subtotal					\$ 10,991.14		
44	Rider FF & Rider TAX		\$ 10,991.14	X	0.06787 =	746.00		
45	Total					<u>\$ 11,737.14</u>		
46								
47	Customer charge						\$ 1,054.75	
48	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50		
49	Consumption charge	2,579	MMBTU	X \$	0.3171 =	817.80		
50	Consumption charge	0	MMBTU	X \$	0.0680 =	-		
51	Rider GCR Part A	4,079	MMBTU	X \$	1.5625 =	6,373.46		
52	Rider GCR Part B	4,079	MMBTU	X \$	0.5380 =	2,194.58		
53	Subtotal					\$ 11,090.09		
54	Rider FF & Rider TAX		\$ 11,090.09	X	0.06787 =	752.72		
55	Total					<u>\$ 11,842.81</u>	\$ 105.67	
56								0.90%
57	Rate T @ 4079 MMBTU					Current	Proposed	Change
58	Customer charge					\$ 1,014.50		
59	Consumption charge	1,500	MMBTU	X \$	0.4157 =	623.55		
60	Consumption charge	2,579	MMBTU	X \$	0.3044 =	785.05		
61	Consumption charge	0	MMBTU	X \$	0.0653 =	-		
62	Rider GCR Part B	4,079	MMBTU	X \$	0.5380 =	2,194.58		
63	Subtotal					\$ 4,617.68		
64	Rider FF & Rider TAX		\$ 4,617.68	X	0.06787 =	313.41		
65	Total					<u>\$ 4,931.09</u>		
66								
67	Customer charge						\$ 1,054.75	
68	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50		
69	Consumption charge	2,579	MMBTU	X \$	0.3171 =	817.80		
70	Consumption charge	0	MMBTU	X \$	0.0680 =	-		
71	Rider GCR Part B	4,079	MMBTU	X \$	0.5380 =	2,194.58		
72	Subtotal					\$ 4,716.63		
73	Rider FF & Rider TAX		\$ 4,716.63	X	0.06787 =	320.13		
74	Total					<u>\$ 5,036.76</u>	\$ 105.67	
75								2.14%

**Attachment 3
to 2021 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)**

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	\$20.85	\$23.80	\$27.68	\$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	\$0.27979	\$0.19526	\$0.14846	\$0.18653
Average Monthly Bill	\$33.50	\$34.09	\$34.39	\$34.33
		-\$0.60	-\$0.89	-\$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

ORDINANCE NO. O-2021-053

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Hutto, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 9. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato,

General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

READ and **APPROVED** on the first reading this the **2nd** day of **September 2021**.

READ, PASSED, and ADOPTED on the second reading of this **16th** day of **September, 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)

APPROVED AS TO FORM:

City Attorney

Exhibit A
to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2021

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.85 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.90 per month
Commodity Charge – All <u>Ccf</u>	\$0.27979 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE: Page

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 56.50 per month
Rider CEE Surcharge	\$ 0.01 per month ¹
Total Customer Charge	\$ 56.51 per month
Commodity Charge – All Ccf	\$ 0.12263 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2021 RRM Resolution or Ordinance

Mid-Tex
2021 Benchmark for Pensions
and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 2,917,949	\$ 4,908,358	\$ 5,447,063	\$ 293,818	\$ 6,600,073	
2	Allocation to Mid-Tex	43.68%	43.68%	76.11%	100.00%	76.11%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)						
4	O&M and Capital Allocation Factor	\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	100.00%	100.00%	100.00%	100.00%	100.00%	
		<u>\$ 1,274,655</u>	<u>\$ 2,144,130</u>	<u>\$ 4,145,546</u>	<u>\$ 293,818</u>	<u>\$ 5,023,057</u>	<u>\$ 12,881,205</u>
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.07%	75.07%	38.66%	11.00%	38.66%	
11							
12							
13	Total Pension Account Plan	\$ 956,873		\$ 1,602,484			\$ 2,559,357
14	Total Post-Employment Benefit Plan		\$ 1,609,582			\$ 1,941,691	3,551,272
15	Total Supplemental Executive Benefit Plan				\$ 32,322		32,322
16	Total (Ln 13 + Ln 14 + Ln 15)	<u>\$ 956,873</u>	<u>\$ 1,609,582</u>	<u>\$ 1,602,484</u>	<u>\$ 32,322</u>	<u>\$ 1,941,691</u>	<u>\$ 6,142,952</u>

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C
to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2020
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017 (3)	\$ -	\$ -	\$ (51,477,654)	\$ -	\$ -	\$ 343,746,535	\$ -	\$ 292,268,881
2	2018	(51,477,654)	494,977	(50,982,677)	343,746,535	(3,513,868)	340,232,667	(3,018,891)	289,249,991
3	2019	(50,982,677)	1,979,910	(49,002,767)	340,232,667	(14,057,872)	326,174,795	(12,077,963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	312,185,886	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,886	(26,390,127)	285,795,760	(22,925,284)	242,237,745
6	2022	(43,558,015)	1,979,910	(41,578,105)	285,795,760	(60,167,528)	225,628,231	(58,187,619)	184,050,126
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(60,167,528)	165,460,703	(58,187,619)	125,862,508
8	2024	(39,598,195)	1,979,910	(37,618,286)	165,460,703	(60,167,528)	105,293,175	(58,187,619)	67,674,889
9	2025	(37,618,286)	1,979,910	(35,638,376)	105,293,175	(60,167,528)	45,125,646	(58,187,619)	9,487,270
10	2026	(35,638,376)	1,979,910	(33,658,466)	45,125,646	(45,125,646)	(0)	(43,145,737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1,979,910	(31,678,556)
12	2028	(31,678,556)	1,979,910	(29,698,647)	-	-		1,979,910	(29,698,647)
13	2029	(29,698,647)	1,979,910	(27,718,737)	-	-		1,979,910	(27,718,737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	-	-		1,979,910	(25,738,827)
15	2031	(25,738,827)	1,979,910	(23,758,917)	-	-		1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-	-		1,979,910	(21,779,007)
17	2033	(21,779,007)	1,979,910	(19,799,098)	-	-		1,979,910	(19,799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)	-	-		1,979,910	(17,819,188)
19	2035	(17,819,188)	1,979,910	(15,839,278)	-	-		1,979,910	(15,839,278)
20	2036	(15,839,278)	1,979,910	(13,859,368)	-	-		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)	-	-		1,979,910	(11,879,459)
22	2038	(11,879,459)	1,979,910	(9,899,549)	-	-		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	-	-		1,979,910	(7,919,639)
24	2040	(7,919,639)	1,979,910	(5,939,729)	-	-		1,979,910	(5,939,729)
25	2041	(5,939,729)	1,979,910	(3,959,820)	-	-		1,979,910	(3,959,820)
26	2042	(3,959,820)	1,979,910	(1,979,910)	-	-		1,979,910	(1,979,910)
27	2043	(1,979,910)	1,979,910	0	-	-		1,979,910	0
28									
29	Revenue Related Tax Factor				See WP_F-5.1			6.79%	
30	Revenue Related Taxes on Annual Amortization				Amortization * Tax Factor		\$	3,949,355	
31	Amortization Including Revenue Related Taxes				Amortization + Taxes		\$	<u>62,136,973</u>	
32									
33	Notes:								
34	1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.								
35	2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.								
36	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.								

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, Area Government appointments and Advisory Committees.
Meeting: Thursday, September 16, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Boards Commissions List 9-7-21

BOARDS AND COMMISSIONS MASTER LIST as of 9/7/21					
			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	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	Vacant		Member	1/23/20	6/30/24
Place 3	David	Meyer	Member	9/17/20	6/30/22
Place 4	Deborah	McPherson	Member	8/19/21	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

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
Place 3	Robert	Balcer	Member	8/19/21	6/30/22
Place 4	Vacant		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		
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	Kelly	Lewis	Member	8/19/21	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	Cheney	Gamboa	Member	8/19/21	6/30/23
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	Vacant		Member	11/5/20	6/30/24
Place 4	Brian	Thompson	Member	8/27/20	6/30/23
Place 5	Vanessa	Lopez	Member	8/5/21	6/30/23
Place 6	Beatriz	Rodriguez	Member	11/5/20	6/30/24
Place 7	Marliese	Pieto	Member	8/5/21	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

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on the charge, goals, and objectives of the Diversity and Inclusion Commission, including possible suspension or dissolution of the Commission.
Meeting: Thursday, September 16, 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 alleged violations of the Open Meetings Act by members of the Diversity and Inclusion Commission through a series of communications by a quorum, including a letter dated June 18, 2021.
Meeting: Thursday, September 16, 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: Discussion and update on Impact Fee Credit or Reimbursement Agreement with Meritage Homes for the Cross Creek Development.(D.Palumbo)
Meeting: Thursday, September 16, 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 plat application review process. (Mayor Snyder)
Meeting: Thursday, September 16, 2021
Department: City Secretary
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

At the request of the Mayor, staff is providing an update on the plat application process. This includes the updated applications (attached) as part of the overall application process.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. FinalPlat(2021)
2. Replat 2021
3. Preliminary Plat Application



PLAT APPLICATION
FINAL-SHORT FORM-AMENDED)
Must be accompanied by a

City of Hutto Development Services
500 W. Live Oak Street Hutto TX
78634
512-759-3479 Planning
512-759-4038 Engineering

PROJECT NAME: _____

PROJECT ADDRESS: _____

Total acreage _____ Proposed use _____

Location: _____

Incomplete submittals will not be accepted for review

(Check One) ☐ Final Plat (not Replat/Resubdivision) ☐ Short Form Final Plat
☐ Amended Plat

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

REQUIRED FOR SUBMITTAL

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

- ☐ Completed Master application and Plat application with owner's original signature.
- ☐ Applicant has coordinated with staff on submittal requirements
 - ☐ Date of Pre-Development Meeting: _____
- ☐ Copy of deed/proof of ownership, proof of signatory authority for corporations.
- ☐ Traffic Impact Analysis (TIA) Determination or approved TIA, or City Engineer's written approval of a TIA deferral. UDC 10.312.11 and 10.615.4.1
- ☐ Service Extension Request approval documentation
- ☐ Engineer's summary letter describing any service extensions, streets, and other public facilities proposed with the application.
- ☐ Copy of completed LOMA/CLOMAR/LOMAR as applicable.
- ☐ Documentation from Williamson County 911/Addressing approving the street names. 10.615.3 UDC
- ☐ Written verification from all utility providers that the project is within their service area and the ability to provide services to the development.
- ☐ A tree inventory and survey, showing the location, size, species and condition of existing protected trees on a lot, superimposed over proposed lot lines and other improvements. 10.407.8.2.3 UDC

September 2021

- ☐ Copy of proposed/existing deed restrictions, restrictive covenants or other private limitations.
- ☐ Copy of all dedicated easements affecting the property.
- ☐ Parkland letter of intent - if parkland is proposed to be conveyed to the City, the dedication must be approved by the Parks Advisory Board and Parks and Recreation Director (10.609.5.1 UDC)
- ☐ Utility summary describing existing and proposed water and wastewater facilities with a utility schematic.
- ☐ Copy of the approved drainage study and summary letter of facilities and/or improvements.
- ☐ If the subject property has been approved for a private wastewater treatment system or a septic tank system, provide documentation.
- ☐ A purpose statement indicating the reason for the application.
- ☐ Copy of recorded final plat.
- ☐ All submittal documents provided on a thumb drive or other electronic storage device.
- ☐ Two paper copies sized 18" x 24" and two (2) sized 11" x 17"

FEES ☐ All required fees should be verified prior to submission. Payment may be provided by cash, check made payable to: City of Hutto, or via MyGovernmentOnline. WCESD #3 fees are separate and must be verified and paid directly to the ESD. www.huttofirerescue.org

Plat Application Fee		\$1,575
Number of development lots	x\$25/lot	\$
Number of other lots (alleys, drainage, open space, etc)	x\$25/lot	\$
Total acreage of right-of-way	x\$20/ac	\$
GIS Fee		\$25
Technology Fee		included with application fee
Total Fee		

WAIVER OF RIGHTS ACKNOWLEDGEMENT

- ☐ CHECK HERE IF APPLICANT or AUTHORIZED AGENT WAIVES PROVISIONS OF TLGC §212.009(b). CHECKING THIS BOX ALLOWS THE APPLICATION TO REMAIN UNDER ACTIVE REVIEW WITHOUT REQUIRING A FORMAL WRITTEN REQUEST TO WAIVE SAID PROVISIONS IN THE EVENT THE APPLICANT CAN NOT ADDRESS ALL CITY REVIEW COMMENTS PRIOR TO 10 DAYS BEFORE A SCHEDULED MEETING, ACCORDING TO THE POSTED SUBMITTAL SCHEDULE FOR PLANNING AND COMMISSION. THE ALTERNATIVE IS THE APPLICATION PROCEEDS TO COMMISSION WITH A STAFF RECOMMENDATION OF DISAPPROVAL.

FOR DEPARTMENT USE ONLY:

September 2021

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

PLAT APPLICATION

REVIEW CRITERIA

- ☐ The subdivision does not “cut away” a non-conforming use from an adjacent lot to increase its lifespan.
- ☐ The subdivision is compatible with existing and permitted land uses in the surrounding area.
- ☐ The subdivision preserves and/or enhances the character of Hutto.
- ☐ The newly created parcels will meet minimum lot size standards and minimum access standards.
- ☐ A preliminary plat and final plat may not be submitted simultaneously.

ADDITIONAL REVIEW CRITERIA FOR FINAL PLATS:

- ☐ Subdivision improvements plans may be submitted concurrently, but not without, a final plat.

ADDITIONAL REVIEW CRITERIA FOR SHORT FORM PLATS:

- ☐ New streets are not required.
- ☐ Off-site improvements are not required.
- ☐ Drainage improvements are not required.

ADDITIONAL REVIEW CRITERIA FOR AMENDED PLATS:

- ☐ New lots will not be created.
- ☐ Resulting lots meet the required minimum lot size and lot width of the underlying zoning district. If existing plat is non-conforming, amending the plat shall not increase non-conformity.
- ☐ It shall not create a non-conforming setback for any existing buildings.
- ☐ Access, drainage, utility easements or right-of way serving the property or other properties in the area will not be adversely affected.
- ☐ Covenants and deed restrictions applied to the original plat convey to the amended plat. This shall be noted on the plat.
- ☐ “Quitclaiming” land to an adjacent property owner without approval by formal subdivision review is prohibited.

PLAT CONTENT REQUIREMENTS

- ☐ Proposed name of development. Cannot be the same as any other subdivision within Williamson County and must be named to match the approved Preliminary Plat.
- ☐ Schematic drawn at a scale of 1" = 100', include a scale bar and numeric scale
- ☐ Location map and north arrow
- ☐ Legend with all acronyms, symbols, and line types defined
- ☐ Proposed phasing must be legible on the schematic and meet the requirements of 10.605.3 UDC, if applicable.
- ☐ Plat title and page numbers on each page. Scale and north arrow on each page with the plat schematic.
- ☐ Label each lot number and each block alphanumerically (i.e. Lot 1, Block A)
- ☐ Dimensions for front, side and rear lot lines.
- ☐ Identify adjacent city limit, ETJ and/or County line, if applicable.
- ☐ Owner's name and deed or plat reference and property lines of all adjacent properties. Include adjacent lots in dashed lines.
- ☐ In one area on the first page:
 - ☐ Name and contact information of developer, owner of record, and authorized agent (engineer, consultant, etc).
 - ☐ Acreage of total site, lots by type, and right-of-way.
 - ☐ Linear feet of new streets
 - ☐ Total number of blocks and lots
- ☐ Identify building setback lines as a separate diagram on the plat for all residential subdivisions.
- ☐ For residential subdivisions, show compliance with 10.403.3 with a width to depth ratio of 1:3, as determined by the smallest rectangle enclosing the extreme limits of the lot.
- ☐ Show greenlink lots when applicable per 10.613.3.6 of the UDC.
- ☐ Provide the required connections as defined in 10.613.3.8 of the UDC.
- ☐ Block lengths must be no more than 1,000 ft. except along major arterials. 10.613.5.2 UDC
- ☐ Double frontage residential lots are discouraged, where impossible, a minimum of a 10ft. deep lot or easement shall be dedicated along the secondary frontage for landscaping and subdivision wall and a non-vehicular access easement shall be included to prohibit vehicular access or crossing. 10.613.3.5.3
- ☐ Location, dimensions, and widths of all /existing/dedicated streets, alleys, railroads or easements. All subdivisions must provide for adequate roads 10.615.4.6 UDC.
- ☐ Locations, bearings, distances and widths of proposed streets, alleys, railroads, easements and Right-of-Way dedication. All subdivisions must provide for adequate roads 10.615.4.6 UDC.
- ☐ Locations, dimensions, names and descriptions of all existing/proposed streets, alleys, parks, open space, blocks, lots, reservations, easements and right-of way.

- ☐ Locations, dimensions and holders of all existing/proposed easements, right-of-way and utilities within, intersecting or contiguous with the subdivision. Survey ties across all adjacent streets to determine right-of-way widths. Complete curve and line data, when applicable.
- ☐ Label all ROW widths.
- ☐ New street names shall meet the standards of 10.615.3 of the UDC. Provide a street table with the name, classification, Right-of-Way width, tree yard, sidewalk width, and driveway distance from the corner measurement per 10.611 of the UDC or as modified within an approved PUD.
- ☐ Lot Table shown on the plat for residential subdivisions that includes the lot and square foot size of each lot contained in the plat. Call out non-residential lots with their use (landscaping, drainage, ROW, etc.) and show area in acres.
- ☐ Topography lines at the following intervals: slope < 5% use 1' intervals; slope = 5% to 10% use 2' intervals; slope > 10% use 5' intervals.
- ☐ Location of existing hydrologic and topographic features
- ☐ Location of areas subject to flooding, especially in the 100-yr flood plain, shown as drainage easement.
- ☐ Location of centerline in watercourses, creeks and drainage structures.
- ☐ Delineate the riparian setback per 10.403.4.3 of the UDC
- ☐ Bearings and distances of the land being subdivided and described in metes and bounds. Boundary shall be shown as a bold, solid line.
- ☐ Label the point of beginning on the plat.
- ☐ For ETJ plats: Signature on plat of the Williamson County and Cities Health District for projects utilizing individual on-site wastewater (septic) systems.
- ☐ Surveyor: signature and seal.
- ☐ Engineer: signature and seal.
- ☐ Show all appropriate signature blocks: owner(s), lien holders, etc.

REQUIRED PLAT NOTES (AS THEY APPLY)

- ☐ No building, fencing, landscaping or structures are allowed within any drainage easement unless expressly permitted by the City of Hutto.
- ☐ Building setback lines shall conform to UDC requirements, as amended.
- ☐ A 10' P.U.E. is hereby dedicated along and adjacent to all street side property lines for water, sewer, and storm sewer.
- ☐ A 5' P.U.E. is hereby dedicated along and adjacent to all street side property lines for utilities other than water, sewer, and storm sewer lines.
- ☐ A 3' P.U.E. is hereby dedicated on each side of all interior side lot lines for utilities other than water, sewer, and storm sewer lines.
- ☐ No lot in this subdivision shall be occupied until connection is made to public water and wastewater utilities.
- ☐ Street lighting shall be provided by the developer in conformance with the UDC requirements, as amended.
- ☐ Sidewalks shall be constructed on both sides of all streets within and bounding this subdivision, in conformance with the UDC, as amended.
- ☐ Water and wastewater service for this subdivision will be available through the City of Hutto after the appropriate water and wastewater system improvements are installed to this site. The

City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.

- ☐ In order to promote drainage away from a structure, the slab elevation should be built at least one-foot above the surrounding ground, and the ground should be graded away from the structure at a slope of $\frac{1}{2}$ " per foot for a distance of at least 10 feet.
- ☐ Utility providers for this development are:
 - Water: _____
 - Wastewater: _____
 - Electric: _____
 - Gas (Natural or Propane): _____
- ☐ Utility Notes
 - Within CCN
 - Water and wastewater will be available through the City of Hutto after the appropriate water and wastewater systems are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
 - Outside CCN
 - Water will be available through _____ after the appropriate water system is installed to this site. Wastewater will be available through _____ after the appropriate wastewater system is installed to this site. _____ assumes no obligations for installing any water and wastewater improvements required to serve this site.
 - If applicable
 - Wastewater Service will be provided by On Site Sewage Facility until such time that public wastewater service lines are extended to within 400' of the platted property boundary. The owner shall be required to at their expense connect to City of Hutto public sewer within 180 days of receiving written notification from the City of Hutto in accordance of this requirement.
- ☐ Floodplain Notes:
 - No fences, structures, storage, or fill shall be placed within the limits of the ultimate 1% annual chance floodplain; unless approved by the City Engineer. Fill may only be permitted by the City Engineer after approval of the proper analysis.
 - No portion of this tract is encroached by any special flood hazard areas inundated by the 1% annual chance floodplain as identified by the U.S. Federal Emergency Management Agency boundary map (Flood Insurance Rate Map) community panel number _____, effective date _____, for _____ County, Texas."

OR

 - A portion of this tract is encroached by special flood hazard areas inundated by the 1% annual chance floodplain as identified by the U.S. Federal Emergency Management Agency boundary map (Flood Insurance Rate Map) community panel number _____, effective date _____, for _____ County, Texas."
- ☐ Finish floor elevation for residential lots adjacent to the proposed/existing ponds, proposed/existing channels or existing 100-yr floodplain shall be a minimum of two (2) feet above the ultimate 100-year floodplain or 100-year water surface elevation, whichever is greater.
- ☐ All subdivision construction shall conform to the City of Hutto Unified Development Code, construction standards, and generally accepted engineering practices.
- ☐ On-site stormwater detention facilities will be provided to reduce post-development peak rates of discharge of the 2, 10, 25 and 100-year storm events.
- ☐ All easements on private property shall be maintained by the property owner or his or her assigns.

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- ☐ All drainage lots shall be owned and maintained by the Homeowner's association.
- ☐ Amenity, open space and greenlink lots will be owned and maintained by the Homeowners Association.
- ☐ Greenlink lots shall be developed in conformance with the UDC, as amended.
- ☐ This subdivision is zoned _____ (list the specific zoning)
- ☐ If applicable, "Subdivision walls shall be located and constructed in accordance with Chapter 4 of the UDC, as amended."
- ☐ If applicable, "This Preliminary Plat conforms to the Conceptual Plan in Planned Unit Development [insert name] as approved by City Council on [insert date]."

ADDITIONAL NOTES FOR RESIDENTIAL PLATS:

- ☐ All lots in this subdivision are restricted to single family residential use, unless otherwise indicated.
- ☐ The maximum impervious coverage per residential lot is ____%.

ADDITIONAL NOTES FOR COMMERCIAL PLATS:

- ☐ The maximum impervious coverage per non-residential lot is ____%.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, potential meeting scheduling.
- ☐ Staff review, comments issued, applicant submits update addressing all comments (step may repeat).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ Documents are to be recorded with the Williamson County Clerk, fees may apply.



REPLAT APPLICATION

Must be accompanied by a
Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX
78634
512-759-3479 Planning
512-759-4038 Engineering

PROJECT NAME: _____

PROJECT ADDRESS: _____

Total acreage _____ Proposed use _____

Location: _____

Incomplete submittals will not be accepted for review

In General:

The purpose of a Replat is to resubdivide all or part of a recorded plat, without the vacating the plat of record, and to allow for a review by the Planning and Zoning Commission.

The resubdivision does not “cut away” a non-conforming use from an adjacent lot to extend the non-conforming use.

REQUIRED FOR SUBMITTAL

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

- ☐ Completed Master application and Plat application with owner's original signature.
- ☐ Applicant has coordinated with staff on submittal requirements
 - o Date of Pre-Development Meeting: _____
- ☐ Copy of deed/proof of ownership, proof of signatory authority for corporations.
- ☐ Traffic Impact Analysis (TIA) Determination or approved TIA, or City Engineer's written approval of a TIA deferral. UDC 10.312.11 and 10.615.4.1
- ☐ Service Extension Request approval documentation
- ☐ Engineer's summary letter describing any service extensions, streets, and other public facilities proposed with the application.
- ☐ Copy of completed LOMA/CLOMAR/LOMAR as applicable.
- ☐ Documentation from Williamson County 911/Addressing approving the street names. 10.615.3 UDC
- ☐ Written verification from all utility providers that the project is within their service area and the ability to provide services to the development.
- ☐ A tree inventory and survey, showing the location, size, species and condition of existing protected trees on a lot, superimposed over proposed lot lines and other improvements. 10.407.8.2.3 UDC
- ☐ Copy of proposed/existing deed restrictions, restrictive covenants or other private limitations.
- ☐ Copy of all dedicated easements affecting the property.
- ☐ Parkland letter of intent - if parkland is proposed to be conveyed to the City, the dedication must be approved by the Parks Advisory Board and Parks and Recreation Director (10.609.5.1 UDC)

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- ☐ Utility summary describing existing and proposed water and wastewater facilities with a utility schematic.
- ☐ Copy of the approved drainage study and summary letter of facilities and/or improvements.
- ☐ If the subject property has been approved for a private wastewater treatment system or a septic tank system, provide documentation.
- ☐ List of all property owners within 200 feet of the proposed tract with mailing addresses as recorded with the current tax roll and mailing labels on Avery 5160 sized labels (or similar) for notification.
- ☐ A purpose statement indicating the reason for the application.
- ☐ Copy of recorded final plat.
- ☐ All submittal documents provided on a thumb drive or other electronic storage device.
- ☐ Two paper copies sized 18" x 24" and two (2) sized 11" x 17"

FEES ☐ **All required fees should be verified prior to submission. Payment may be provided by cash, check made payable to: City of Hutto, or via MyGovernmentOnline. WCESD #3 fees are separate and must be verified and paid directly to the ESD. www.huttofirerescue.org**

Plat Application Fee		\$1,575
Number of development lots	x\$25/lot	\$
Number of other lots (alleys, drainage, open space, etc)	x\$25/lot	\$
Total acreage of right-of-way	x\$20/ac	\$
GIS Fee		\$25
Technology Fee		included with application fee
Total Fee		

WAIVER OF RIGHTS ACKNOWLEDGEMENT

- ☐ CHECK HERE IF APPLICANT or AUTHORIZED AGENT WAIVES PROVISIONS OF TLGC §212.009(b). CHECKING THIS BOX ALLOWS THE APPLICATION TO REMAIN UNDER ACTIVE REVIEW WITHOUT REQUIRING A FORMAL WRITTEN REQUEST TO WAIVE SAID PROVISIONS IN THE EVENT THE APPLICANT CAN NOT ADDRESS ALL CITY REVIEW COMMENTS PRIOR TO 10 DAYS BEFORE A SCHEDULED MEETING, ACCORDING TO THE POSTED SUBMITTAL SCHEDULE FOR PLANNING AND COMMISSION. THE ALTERNATIVE IS THE APPLICATION PROCEEDS TO COMMISSION WITH A STAFF RECOMMENDATION OF DISAPPROVAL.

FOR DEPARTMENT USE ONLY:

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

September 2021

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled public meeting date.
- ☐ Staff review, comments issued, applicant submits update addressing all comments (step may repeat).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ Documents are to be recorded with the Williamson County Clerk, fees may apply.

REPLAT CONTENT REQUIREMENTS

- ☐ Proposed subdivision name listed at the top of each page. Reference the original plat names as “a Replat of...”
- ☐ Schematic drawn at a scale of 1" = 100', include a scale bar and numeric scale
- ☐ Location map and north arrow
- ☐ Legend with all acronyms, symbols, and line types defined
- ☐ Proposed phasing must be legible on the schematic and meet the requirements of 10.605.3 UDC, if applicable.
- ☐ Plat title and page numbers on each page. Scale and north arrow on each page with the plat schematic.
- ☐ Label each lot number and each block alphanumerically (i.e. Lot 1, Block A)
- ☐ Dimensions for front, side and rear lot lines.
- ☐ Identify adjacent city limit, ETJ and/or County line, if applicable.
- ☐ Owner's name and deed or plat reference and property lines of all adjacent properties. Include adjacent lots in dashed lines.
- ☐ In one area on the first page:
 - ☐ Name and contact information of developer, owner of record, and authorized agent (engineer, consultant, etc).

- ☐ Acreage of total site, lots by type, and right-of-way.
- ☐ Linear feet of new streets
- ☐ Total number of blocks and lots
- ☐ Identify building setback lines as a separate diagram on the plat for all residential subdivisions.
- ☐ For residential subdivisions, show compliance with 10.403.3 with a width to depth ratio of 1:3, as determined by the smallest rectangle enclosing the extreme limits of the lot.
- ☐ Show greenlink lots when applicable per 10.613.3.6 of the UDC.
- ☐ Provide the required connections as defined in 10.613.3.8 of the UDC.
- ☐ Block lengths must be no more than 1,000 ft. except along major arterials. 10.613.5.2 UDC
- ☐ Double frontage residential lots are discouraged, where impossible, a minimum of a 10ft. deep lot or easement shall be dedicated along the secondary frontage for landscaping and subdivision wall and a non-vehicular access easement shall be included to prohibit vehicular access or crossing. 10.613.3.5.3
- ☐ Location, dimensions, and widths of all /existing/dedicated streets, alleys, railroads or easements. All subdivisions must provide for adequate roads 10.615.4.6 UDC.
- ☐ Locations, bearings, distances and widths of proposed streets, alleys, railroads, easements and Right-of-Way dedication. All subdivisions must provide for adequate roads 10.615.4.6 UDC.
- ☐ Locations, dimensions, names and descriptions of all existing/proposed streets, alleys, parks, open space, blocks, lots, reservations, easements and right-of way.
- ☐ Locations, dimensions and holders of all existing/proposed easements, right-of-way and utilities within, intersecting or contiguous with the subdivision. Survey ties across all adjacent streets to determine right-of-way widths. Complete curve and line data, when applicable.
- ☐ Label all ROW widths.
- ☐ New street names shall meet the standards of 10.615.3 of the UDC. Provide a street table with the name, classification, Right-of-Way width, tree yard, sidewalk width, and driveway distance from the corner measurement per 10.611 of the UDC or as modified within an approved PUD.
- ☐ Lot Table shown on the plat for residential subdivisions that includes the lot and square foot size of each lot contained in the plat. Call out non-residential lots with their use (landscaping, drainage, ROW, etc.) and show area in acres.
- ☐ Topography lines at the following intervals: slope < 5% use 1' intervals; slope = 5% to 10% use 2' intervals; slope > 10% use 5' intervals.
- ☐ Location of existing hydrologic and topographic features
- ☐ Location of areas subject to flooding, especially in the 100-yr flood plain, shown as drainage easement.
- ☐ Location of centerline in watercourses, creeks and drainage structures.
- ☐ Delineate the riparian setback per 10.403.4.3 of the UDC
- ☐ Bearings and distances of the land being subdivided and described in metes and bounds. Boundary shall be shown as a bold, solid line.
- ☐ Label the point of beginning on the plat.

- ☐ For ETJ plats: Signature on plat of the Williamson County and Cities Health District for projects utilizing individual on-site wastewater (septic) systems.
- ☐ Surveyor: signature and seal.
- ☐ Engineer: signature and seal.
- ☐ Show all appropriate signature blocks: owner(s), lien holders, etc.

REQUIRED PLAT NOTES (AS THEY APPLY)

- ☐ No building, fencing, landscaping or structures are allowed within any drainage easement unless expressly permitted by the City of Hutto.
- ☐ Building setback lines shall conform to UDC requirements, as amended.
- ☐ A 10' P.U.E. is hereby dedicated along and adjacent to all street side property lines for water, sewer, and storm sewer.
- ☐ A 5' P.U.E. is hereby dedicated along and adjacent to all street side property lines for utilities other than water, sewer, and storm sewer lines.
- ☐ A 3' P.U.E. is hereby dedicated on each side of all interior side lot lines for utilities other than water, sewer, and storm sewer lines.
- ☐ No lot in this subdivision shall be occupied until connection is made to public water and wastewater utilities.
- ☐ Street lighting shall be provided by the developer in conformance with the UDC requirements, as amended.
- ☐ Sidewalks shall be constructed on both sides of all streets within and bounding this subdivision, in conformance with the UDC, as amended.
- ☐ Water and wastewater service for this subdivision will be available through the City of Hutto after the appropriate water and wastewater system improvements are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
- ☐ In order to promote drainage away from a structure, the slab elevation should be built at least one-foot above the surrounding ground, and the ground should be graded away from the structure at a slope of $\frac{1}{2}$ " per foot for a distance of at least 10 feet.
- ☐ Utility providers for this development are:
 - Water: _____
 - Wastewater: _____
 - Electric: _____
 - Gas (Natural or Propane): _____
- ☐ Utility Notes
 - Within CCN
 - Water and wastewater will be available through the City of Hutto after the appropriate water and wastewater systems are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
 - Outside CCN
 - Water will be available through _____ after the appropriate water system is installed to this site. Wastewater will be available through _____ after the appropriate wastewater system is installed to this site. _____ assumes no obligations for installing any water and wastewater improvements required to serve this site.
 - If applicable
 - Wastewater Service will be provided by On Site Sewage Facility until such time that public wastewater service lines are extended to within 400' of the platted property boundary. The owner shall be required to at their expense connect to City of Hutto public sewer within 180 days of receiving written notification from the City of Hutto in accordance of this requirement.
- ☐ Floodplain Notes:

- No fences, structures, storage, or fill shall be placed within the limits of the ultimate 1% annual chance floodplain; unless approved by the City Engineer. Fill may only be permitted by the City Engineer after approval of the proper analysis.
- No portion of this tract is encroached by any special flood hazard areas inundated by the 1% annual chance floodplain as identified by the U.S. Federal Emergency Management Agency boundary map (Flood Insurance Rate Map) community panel number _____, effective date _____, for _____ County, Texas.”

OR

- A portion of this tract is encroached by special flood hazard areas inundated by the 1% annual chance floodplain as identified by the U.S. Federal Emergency Management Agency boundary map (Flood Insurance Rate Map) community panel number _____, effective date _____, for _____ County, Texas.”
- ☐ Finish floor elevation for residential lots adjacent to the proposed/existing ponds, proposed/existing channels or existing 100-yr floodplain shall be a minimum of two (2) feet above the ultimate 100-year floodplain or 100-year water surface elevation, whichever is greater.
- ☐ All subdivision construction shall conform to the City of Hutto Unified Development Code, construction standards, and generally accepted engineering practices.
- ☐ On-site stormwater detention facilities will be provided to reduce post-development peak rates of discharge of the 2, 10, 25 and 100-year storm events.
- ☐ All easements on private property shall be maintained by the property owner or his or her assigns.
- ☐ All drainage lots shall be owned and maintained by the Homeowner’s association.
- ☐ Amenity, open space and greenlink lots will be owned and maintained by the Homeowners Association.
- ☐ Greenlink lots shall be developed in conformance with the UDC, as amended.
- ☐ This subdivision is zoned _____ (list the specific zoning)
- ☐ If applicable, “Subdivision walls shall be located and constructed in accordance with Chapter 4 of the UDC, as amended.”
- ☐ If applicable, “This Preliminary Plat conforms to the Conceptual Plan in Planned Unit Development [insert name] as approved by City Council on [insert date].”

ADDITIONAL NOTES FOR RESIDENTIAL PLATS:

- ☐ All lots in this subdivision are restricted to single family residential use, unless otherwise indicated.
- ☐ The maximum impervious coverage per residential lot is ____%.

ADDITIONAL NOTES FOR COMMERCIAL PLATS:

- ☐ The maximum impervious coverage per non-residential lot is ____%.

REQUIRED PLAT NOTES (AS THEY APPLY)

- ☐ No building, fencing, landscaping or structures are allowed within any drainage easement unless expressly permitted by the City of Hutto.
- ☐ Building setback lines shall conform to UDC requirements, as amended.
- ☐ A 5’ P.U.E. is hereby dedicated along and adjacent to all street side property lines.
- ☐ A 5’ P.U.E. is hereby dedicated on each side of all rear lot lines.
- ☐ A 3’ P.U.E. is hereby dedicated on each side of all interior side lot lines.

- ☐ No lot in this subdivision shall be occupied until connection is made to public water and wastewater utilities.
- ☐ Street lighting shall be provided by the developer in conformance with the UDC requirements, as amended.
- ☐ Sidewalks shall be constructed on both sides of all streets within and bounding this subdivision, in conformance with the UDC, as amended.
- ☐ Water and wastewater service for this subdivision will be available through the City of Hutto after the appropriate water and wastewater system improvements are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
- ☐ In order to promote drainage away from a structure, the slab elevation should be built at least one-foot above the surrounding ground, and the ground should be graded away from the structure at a slope of ½" per foot for a distance of at least 10 feet.
- ☐ Utility providers for this development are:
 - Water: _____
 - Wastewater: _____
 - Electric: _____
 - Gas (Natural or Propane): _____
- ☐ There are /are no (select one) areas within the boundaries of this subdivision in the 100-year floodplain as defined by FIRM Map Number _____, effective date of _____.
- ☐ Amenity, open space and greenlink lots will be owned and maintained by the Homeowners Association.
- ☐ Greenlink lots shall be developed in conformance with the UDC, as amended.
- ☐ This subdivision is zoned _____ (list the specific zoning)

ADDITIONAL NOTES FOR RESIDENTIAL PLATS:

- ☐ All lots in this subdivision are restricted to single family residential use, unless otherwise indicated.
- ☐ The maximum impervious coverage per residential lot is ____%.

ADDITIONAL NOTES FOR COMMERCIAL PLATS:

☐ The maximum impervious coverage per non-residential lot is ____%.

☐



PRELIMINARY PLAT APPLICATION

City of Hutto Development Services
500 W. Live Oak Street Hutto TX
78634
512-759-3479 Planning
512-759-4038 Engineering

PROJECT NAME: _____

PROJECT ADDRESS: _____

Total acreage _____ Proposed use _____

Location: _____

If this Preliminary Plat is a revision, provide the name of the approved plat/plan: _____

Incomplete submittals will not be accepted for review

In General:

Annexation and/or Zoning must be approved prior to Preliminary Plat Submittal.

A Preliminary Plat and Final Plat may not be submitted simultaneously.

Subdivision improvements plans may not be submitted without an approved preliminary plat.

The subdivision does not "cut away" a non-conforming use from an adjacent lot to extend the non-conforming use.

The subdivision is compatible with existing and permitted land uses in the surrounding area.

The subdivision preserves and/or enhances the character of Hutto.

REQUIRED FOR SUBMITTAL

- ☐ Completed Master application and Plat application with owner's original signature.
- ☐ Applicant has coordinated with staff on submittal requirements
 - ☐ Date of Pre-Development Meeting: _____
- ☐ Copy of deed/proof of ownership, proof of signatory authority for corporations.
- ☐ Traffic Impact Analysis (TIA) Determination or approved TIA, or City Engineer's written approval of a TIA deferral. UDC 10.312.11 and 10.615.4.1
- ☐ Service Extension Request approval documentation
- ☐ Engineer's summary letter describing any service extensions, streets, and other public facilities proposed with the application.
- ☐ Copy of completed LOMA/CLOMAR/LOMAR as applicable.
- ☐ Documentation from Williamson County 911/Addressing approving the street names. 10.615.3 UDC
- ☐ Written verification from all utility providers that the project is within their service area and the ability to provide services to the development.
- ☐ A tree inventory and survey, showing the location, size, species and condition of existing protected trees on a lot, superimposed over proposed lot lines and other improvements. 10.407.8.2.3 UDC
- ☐ Copy of proposed/existing deed restrictions, restrictive covenants or other private limitations.
- ☐ Copy of all dedicated easements affecting the property.
- ☐ Parkland letter of intent - if parkland is proposed to be conveyed to the City, the dedication must be approved by the Parks Advisory Board and Parks and Recreation Director (10.609.5.1 UDC)

September 2021

- ☐ Utility summary describing existing and proposed water and wastewater facilities with a utility schematic.
- ☐ Drainage Study and summary letter of facilities and/or improvements
- ☐ If the subject property has been approved for a private wastewater treatment system or a septic tank system, provide documentation.
- ☐ Phase plan, if applicable, that meets the minimum requirements of 10.605.3 of the UDC
- ☐ Connectivity Index documentation for all residential projects per 10.613.3.3 of the UDC
- ☐ List of all property owners within 200 feet of the proposed tract with mailing addresses as recorded with the current tax roll and mailing labels on Avery 5160 sized labels (or similar) for notification.
- ☐ All submittal documents provided on a thumb drive or other electronic storage device.
- ☐ Two paper copies sized 18" x 24" and two (2) sized 11" x 17"

FEES ☐ All required fees should be verified prior to submission. Payment may be provided by cash, check made payable to: City of Hutto, or via MyGovernmentOnline. WCESD #3 fees are separate and must be verified and paid directly to the ESD. www.huttofirerescue.org

Plat Application Fee		\$1,575
Number of development lots	x\$25/lot	\$
Number of other lots (alleys, drainage, open space, etc)	x\$25/lot	\$
Total acreage of right-of-way	x\$20/ac	\$
GIS Fee		\$25
Technology Fee		included with application fee
Total Fee		

WAIVER OF RIGHTS ACKNOWLEDGEMENT

- ☐ CHECK HERE IF APPLICANT or AUTHORIZED AGENT WAIVES PROVISIONS OF TLGC §212.009(b). CHECKING THIS BOX ALLOWS THE APPLICATION TO REMAIN UNDER ACTIVE REVIEW WITHOUT REQUIRING A FORMAL WRITTEN REQUEST TO WAIVE SAID PROVISIONS IN THE EVENT THE APPLICANT CAN NOT ADDRESS ALL CITY REVIEW COMMENTS PRIOR TO 10 DAYS BEFORE A SCHEDULED MEETING, ACCORDING TO THE POSTED SUBMITTAL SCHEDULE FOR PLANNING AND COMMISSION. THE ALTERNATIVE IS THE APPLICATION PROCEEDS TO COMMISSION WITH A STAFF RECOMMENDATION OF DISAPPROVAL.

FOR DEPARTMENT USE ONLY:

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

PLAT CONTENT REQUIREMENTS

- ☐ Proposed subdivision name listed at the top of each page. Title “revised” if the preliminary plat has changed after approval and reference the prior approved plat if the name has changed/is changing.
- ☐ Schematic drawn at a scale of 1” = 100’, include a scale bar and numeric scale
- ☐ Location map and north arrow
- ☐ Legend with all acronyms, symbols, and line types defined
- ☐ Proposed phasing must be legible on the schematic and meet the requirements of 10.605.3 UDC
- ☐ Plat title and page numbers on each page. Scale and north arrow on each page with the plat schematic.
- ☐ Label each lot number and each block alphanumerically (i.e. Lot 1, Block A)
- ☐ Dimensions for front, side and rear lot lines.
- ☐ Identify adjacent city limit, ETJ and/or County line, if applicable.
- ☐ Owner’s name and deed or plat reference and property lines of all adjacent properties. Include adjacent lots in dashed lines.
- ☐ In one area on the first page:
 - ☐ Name and contact information of developer, owner of record, and authorized agent (engineer, consultant, etc).
 - ☐ Acreage of total site, lots by type, and right-of-way.
 - ☐ Plat title and page numbers on each page. Scale and north arrow on each page with the plat schematic.
 - ☐ Linear feet of new streets
 - ☐ Total number of blocks and lots
- ☐ Identify building setback lines as a separate diagram on the plat for all residential subdivisions.
- ☐ For residential subdivisions, show compliance with 10.403.3 with a width to depth ratio of 1:3, as determined by the smallest rectangle enclosing the extreme limits of the lot.
- ☐ Show greenlink lots when applicable per 10.613.3.6 of the UDC.
- ☐ Provide the required connections as defined in 10.613.3.8 of the UDC.
- ☐ Block lengths must be no more than 1,000 ft. except along major arterials. 10.613.5.2 UDC
- ☐ Double frontage residential lots are discouraged, where impossible, a minimum of a 10ft. deep lot or easement shall be dedicated along the secondary frontage for landscaping and subdivision wall and a non-vehicular access easement shall be included to prohibit vehicular access or crossing. 10.613.3.5.3
- ☐ Location, dimensions, and widths of all /existing/dedicated streets, alleys, railroads or easements. All subdivisions must provide for adequate roads 10.615.4.6 UDC.
- ☐ Locations, bearings, distances and widths of proposed streets, alleys, railroads, easements and Right-of-Way dedication. All subdivisions must provide for adequate roads 10.615.4.6 UDC.

- ☐ Locations, dimensions, names and descriptions of all existing/proposed streets, alleys, parks, open space, blocks, lots, reservations, easements and right-of way.
- ☐ Locations, dimensions and holders of all existing/proposed easements, right-of-way and utilities within, intersecting or contiguous with the subdivision. Survey ties across all adjacent streets to determine right-of-way widths. Complete curve and line data, when applicable.
- ☐ Label all ROW widths.
- ☐ New street names shall meet the standards of 10.615.3 of the UDC. Provide a street table with the name, classification, Right-of-Way width, tree yard, sidewalk width, and driveway distance from the corner measurement per 10.611 of the UDC or as modified within an approved PUD.
- ☐ Lot Table shown on the plat for residential subdivisions that includes the lot and square foot size of each lot contained in the plat. Call out non-residential lots with their use (landscaping, drainage, ROW, etc.) and show area in acres.
- ☐ Topography lines at the following intervals: slope < 5% use 1' intervals; slope = 5% to 10% use 2' intervals; slope > 10% use 5' intervals.
- ☐ Location of existing hydrologic and topographic features
- ☐ Location of areas subject to flooding, especially in the 100-yr flood plain, shown as drainage easement.
- ☐ Location of centerline in watercourses, creeks and drainage structures.
- ☐ Delineate the riparian setback per 10.403.4.3 of the UDC
- ☐ Bearings and distances of the land being subdivided and described in metes and bounds. Boundary shall be shown as a bold, solid line.
- ☐ Label the point of beginning on the plat.
- ☐ For ETJ plats: Signature on plat of the Williamson County and Cities Health District for projects utilizing individual on-site wastewater (septic) systems.
- ☐ Surveyor: signature and seal.
- ☐ Engineer: signature and seal.
- ☐ Show all appropriate signature blocks: owner(s), lien holders, etc.

REQUIRED PLAT NOTES (AS THEY APPLY)

- ☐ No building, fencing, landscaping or structures are allowed within any drainage easement unless expressly permitted by the City of Hutto.
- ☐ Building setback lines shall conform to UDC requirements, as amended.
- ☐ A 10' P.U.E. is hereby dedicated along and adjacent to all street side property lines for water, sewer, and storm sewer.
- ☐ A 5' P.U.E. is hereby dedicated along and adjacent to all street side property lines for utilities other than water, sewer, and storm sewer lines.
- ☐ A 3' P.U.E. is hereby dedicated on each side of all interior side lot lines for utilities other than water, sewer, and storm sewer lines.
- ☐ No lot in this subdivision shall be occupied until connection is made to public water and wastewater utilities.
- ☐ Street lighting shall be provided by the developer in conformance with the UDC requirements, as amended.
- ☐ Sidewalks shall be constructed on both sides of all streets within and bounding this subdivision, in conformance with the UDC, as amended.

- ☐ Water and wastewater service for this subdivision will be available through the City of Hutto after the appropriate water and wastewater system improvements are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
- ☐ In order to promote drainage away from a structure, the slab elevation should be built at least one-foot above the surrounding ground, and the ground should be graded away from the structure at a slope of ½" per foot for a distance of at least 10 feet.
- ☐ Utility providers for this development are:
 - Water: _____
 - Wastewater: _____
 - Electric: _____
 - Gas (Natural or Propane): _____
- ☐ Utility Notes
 - Within CCN
 - Water and wastewater will be available through the City of Hutto after the appropriate water and wastewater systems are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
 - Outside CCN
 - Water will be available through _____ after the appropriate water system is installed to this site. Wastewater will be available through _____ after the appropriate wastewater system is installed to this site. _____ assumes no obligations for installing any water and wastewater improvements required to serve this site.
 - If applicable
 - Wastewater Service will be provided by On Site Sewage Facility until such time that public wastewater service lines are extended to within 400' of the platted property boundary. The owner shall be required to at their expense connect to City of Hutto public sewer within 180 days of receiving written notification from the City of Hutto in accordance of this requirement.
- ☐ Floodplain Notes:
 - No fences, structures, storage, or fill shall be placed within the limits of the ultimate 1% annual chance floodplain; unless approved by the City Engineer. Fill may only be permitted by the City Engineer after approval of the proper analysis.
 - No portion of this tract is encroached by any special flood hazard areas inundated by the 1% annual chance floodplain as identified by the U.S. Federal Emergency Management Agency boundary map (Flood Insurance Rate Map) community panel number _____, effective date _____, for _____ County, Texas."

OR

 - A portion of this tract is encroached by special flood hazard areas inundated by the 1% annual chance floodplain as identified by the U.S. Federal Emergency Management Agency boundary map (Flood Insurance Rate Map) community panel number _____, effective date _____, for _____ County, Texas."
- ☐ Finish floor elevation for residential lots adjacent to the proposed/existing ponds, proposed/existing channels or existing 100-yr floodplain shall be a minimum of two (2) feet above the ultimate 100-year floodplain or 100-year water surface elevation, whichever is greater.
- ☐ All subdivision construction shall conform to the City of Hutto Unified Development Code, construction standards, and generally accepted engineering practices.
- ☐ On-site stormwater detention facilities will be provided to reduce post-development peak rates of discharge of the 2, 10, 25 and 100-year storm events.
- ☐ All easements on private property shall be maintained by the property owner or his or her assigns.
- ☐ All drainage lots shall be owned and maintained by the Homeowner's association.

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- ☐ Amenity, open space and greenlink lots will be owned and maintained by the Homeowners Association.
- ☐ Greenlink lots shall be developed in conformance with the UDC, as amended.
- ☐ This subdivision is zoned _____ (list the specific zoning)
- ☐ If applicable, "Subdivision walls shall be located and constructed in accordance with Chapter 4 of the UDC, as amended."
- ☐ If applicable, "This Preliminary Plat conforms to the Conceptual Plan in Planned Unit Development [insert name] as approved by City Council on [insert date]."

ADDITIONAL NOTES FOR RESIDENTIAL PLATS:

- ☐ All lots in this subdivision are restricted to single family residential use, unless otherwise indicated.
- ☐ The maximum impervious coverage per residential lot is ____%.

ADDITIONAL NOTES FOR COMMERCIAL PLATS:

- ☐ The maximum impervious coverage per non-residential lot is ____%.

Parkland Letter of Intent

PROJECT NAME: _____

PROJECT ADDRESS: _____

Total acreage _____ Proposed zoning _____

Location: _____

☐ Preliminary Plat

☐ Final Plat

Parkland Contribution

All parkland dedication and or fees in lieu of dedication shall be in conformance with 10.609 of Hutto's Unified Development Code, as amended. Potential parkland dedication must be approved by the Parks and Recreation Director or designated agents at the conceptual plan stage, and approved by the Parks Advisory Board and Parks and Recreation Director at the preliminary plat stage.

Number of park acres *required* to be conveyed:

Number of park acres *proposed* to be conveyed:

AND / OR

Amount required for Fee in Lieu of Parkland Conveyance:

Property owner or authorized agent

Signature: _____

Printed Name: _____ Date: _____

Contact Person: _____

Phone: _____ Fax: _____ Email: _____

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment	Fees paid	Parks Mtg. date	Approved

AGENDA ITEM REPORT



To: City Council

Subject: Consideration and possible action on Resolution No. R-2021-141 approving a Memorandum of Understanding by and among the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the "Cities") and the County of Williamson ("County") to proceed with identifying and evaluating the services currently being provided by the Williamson County and Cities Health District.

Meeting: Thursday, September 16, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-141 Resolution Approving MOU
2. Wilco MOU - 07.20.2021

RESOLUTION NO. R-2021-141

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITIES OF CEDAR PARK, GEORGETOWN, ROUND ROCK, TAYLOR, HUTTO, LEANDER, AND LIBERTY HILL AND THE COUNTY OF WILLIAMSON; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Memorandum of Understanding by and among the cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill and the County of Williamson, 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 Memorandum of Understanding, 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 16th day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and among the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the “Cities”) and the County of Williamson (“County”).

RECITALS

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code, authorizes the establishment of public health districts by a majority of the governing bodies of a county and one or more municipalities in a county for the purpose of providing and furnishing health programs (the “Act”); and

WHEREAS, the County and the Cities (collectively the “Member Governments”) comprise the Williamson County & Cities Health District (the “District”) established under the Act; and

WHEREAS, the District is governed by a public health board pursuant to the Act and a Cooperative Agreement previously approved, and subsequently amended, by the Member Governments; and

WHEREAS, the Member Governments intend to enter into an Amended and Restated Cooperative Agreement modifying the composition of the Board and clarifying provisions of the Agreement; and

WHEREAS, prior to the establishment of the District, public health services were provided by a Williamson County Health Department; and

WHEREAS, it is the goal of the Member Governments to provide the best quality health services to the residents of Williamson County and determine the best structure for providing said services; and

WHEREAS, the purpose of this Memorandum of Understanding is to set forth the intention of the Member Governments to proceed with identifying and evaluating the services currently being provided by the District, categorizing which provided services are mandatory functions of the District and which are discretionary, and determining the best process for any modification or transition of services, as necessary;

NOW THEREFORE, the Member Governments agree to work cooperatively and in accordance with this Memorandum of Understanding to take the steps set forth herein to identify and evaluate the services and the structure for the provision of said services currently being provided by the District.

ARTICLE I.

The Member Governments agree that upon approval of the Amended and Restated Cooperative Agreement, the District intends to take the following actions:

- 1) Draft and publish a Request for Qualifications (“RFQ”) for a professional consultant to identify and evaluate the services provided by the District, specifically the cost, quality, effectiveness, necessity, and structure of said services. The RFQ is estimated to be issued no later than **August 31, 2021**;
- 2) Review the responses to the RFQ and select a professional consultant to complete the District’s requested Scope of Services, estimated to be no later than **October 31, 2021**;
- 3) Receive the findings of the professional consultant, estimated to be no later than **December 31, 2021** or by a later date mutually agreed upon by the District and the professional consultant; and
- 4) Review the findings of the professional consultant and make a determination as to whether any modification or transition of services will provide the best quality health services to the residents of Williamson County, and initiate appropriate actions regarding the District’s determination no later than **sixty (60) days after receipt of findings of the professional consultant**.

ARTICLE II.

LEGAL EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of _____, 2021.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell Jr., County Judge

Date: 07.20.2021

CITY OF CEDAR PARK, TEXAS

By: _____
Corbin Van Arsdale, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By: _____
Christine Sederquist, Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By: _____
Liz Branigan, Mayor

Date: _____

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-139 approving an Amended and Restated Cooperative Agreement by and between Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill under Chapter 121, Subchapter E of the Texas Health and Safety Code.
Meeting: Thursday, September 16, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-139 Resolution Approving Cooperative Agreement
2. Wilco Coop Agr - 07.20.2021

RESOLUTION NO. R-2021-139

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AMENDED AND RESTATED COOPERATIVE AGREEMENT BY AND BETWEEN THE CITIES OF CEDAR PARK, GEORGETOWN, ROUND ROCK, TAYLOR, HUTTO, LEANDER, AND LIBERTY HILL AND THE COUNTY OF WILLIAMSON; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Amended and Restated Cooperative Agreement by and between the cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill and the County of Williamson, 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 Amended and Restated Cooperative Agreement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 16th day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

STATE OF TEXAS

§
§
§
§
§
§
§

AMENDED AND RESTATED

COOPERATIVE AGREEMENT

WILLIAMSON COUNTY AND CITIES

COUNTY OF WILLIAMSON

PUBLIC HEALTH DISTRICT

This Amended and Restated Cooperative Agreement (this “Agreement”) is made by and between the County of Williamson (“County”) and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the “Member Governments”), under Chapter 121, Subchapter E of the Texas Health and Safety Code (the “Code”), acting by and through their respective authorized officers, representatives and governing bodies.

RECITALS

WHEREAS, in 1943 the Williamson County Health Department was established; and

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the “Act”), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in the county for the purpose of providing and furnishing public health programs; and

WHEREAS, in 1989 the Williamson County Health Department was reorganized as a Public Health District by Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the “Original Members”), and re-designated as the Williamson County & Cities Health District (hereinafter the “District”); and

WHEREAS, the District began being governed by a public health board pursuant to the Code and a “Cooperative Agreement,” which was initially approved by the Original Members in 1989 and revised and approved by the Original Members in 1992, 2004, and 2007; and

WHEREAS, the Cities of Liberty Hill and Hutto joined the District in 2007, and, thereafter, in 2013, the City of Leander joined the District (collectively the “New Member Cities”); and

WHEREAS, the County, Original Member Cities and New Member Cities comprise all membership in the District as of the Effective Date of this Agreement and are collectively referred to herein as the “Member Governments”; and

WHEREAS, the Member Governments have determined that the Cooperative Agreement needs to be amended and restated again to reflect modifications relating to the composition of the Board and to clarify certain provisions; and

NOW THEREFORE, the Member Governments of the District do hereby amend and restate the Cooperative Agreement relating to the Williamson County & Cities Health District in accordance with the following:

I. GOVERNANCE

1.1. The affairs of the District shall be governed by a public health board, which shall be called the Williamson County Board of Health (hereinafter the “Board”). The Board shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction, provided that no rule adopted shall be in conflict with the laws of the State of Texas.

1.2 Except as otherwise set out herein, two Directors shall be appointed by the Williamson County Commissioners’ Court, and one Director shall be appointed by each of the City Managers of the Cities of Cedar Park, Georgetown, Round Rock, Taylor and Hutto. The Cities of Leander and Liberty Hill have shared one Director since becoming Member Governments and they hereby agree to continue to share such Director. Thus, the City Manager of the City of Leander shall appoint one Director to serve on behalf of the Cities of Leander and Liberty Hill. In the event either the City of Liberty Hill reaches a population of 15,000 or more, or additional cities having populations of less than 15,000 become new Member Governments following the Effective Date of this Agreement, the City of Liberty Hill shall then appoint a Director in accordance with the provisions of Section 1.3 below.

1.3. Any incorporated city within the District’s territory may apply to become a member of the District and the governing body of each existing Member Government shall review the application. The governmental entity making application may be admitted as a new Member Government of the District if a majority of the governing bodies of each then existing Member Governments approves such application. Upon admission as a member of the District and approval of this Agreement, the new member will become a Member Government.

1.3.1 For incorporated city Member Governments with a population of 15,000 or greater, the City Manager of such city may appoint one qualified Director to the Board.

1.3.2 New incorporated city Member Governments that have less than 15,000 population must each join together and select two qualified Directors to represent them on the Board; provided, however, if there are four or less new incorporated city Member Governments with population less than 15,000 each, they will all join together and select one qualified Director to represent them on the Board.

1.3.3 Except as otherwise set out herein, existing Member Governments in place on the Effective Date of this Agreement will retain current representation on the Board regardless of population estimate.

1.4. To be qualified as a Director, a person must be a citizen of the United States and must have resided at least three (3) years in the District. A Director shall not be an elected official but must be an employee of the Member Government for which he or she serves.

1.5. Directors shall serve without compensation.

1.6. Directors shall serve staggered three-year terms, except as provided in Sections 1.7 and 1.9 below.

1.7. The term effective date for Directors appointed by new Member Governments shall be staggered such that no more than one-third (1/3) of the terms of the Directors expire in any one year. To accomplish such staggering, new Directors shall have terms commencing as follows: on January 1 of the current year for those joining the District between January 1 through June 30, and January 1 of the following year for those joining the District between July 1 through December 31. In addition, if multiple new Member Governments join the District in the same year, the Board may designate the initial term of the newly appointed Directors to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

1.8. A Director for a city Member Government may be removed by the Board at the discretion of the particular city Member Government's City Manager. Directors representing the County serve at the pleasure of the Williamson County Commissioners Court and may be removed at its discretion. The Executive Director is to contact the Member Government if its appointed Director is absent for two consecutive Board meetings or three Board meetings during a calendar year.

1.9 All vacancies of a Director shall be filled for the unexpired portion of the term by the City Manager of the appointing city Member Government or by the Williamson County Commissioners Court for the County's Directors, whichever the case may be. If less than one (1) year remains in the unexpired term for the Director of a Member Government, then the City Manager or the Williamson County Commissioners Court may appoint its Director(s) to fill the unexpired portion of the term plus a full term of three (3) years.

1.10. A Director may serve consecutive terms.

II. OFFICERS

2.1. *General.* The officers of the Board shall consist of the chairperson, vice-chairperson, and secretary. The Williamson County Commissioners Court shall name the Chairperson of the Board. Members of the Board shall select the remaining officers from amongst their members, and each officer shall serve a one-year term.

2.2. *Chairperson.* The Chairperson shall preside at all meetings of the Board. At each meeting, the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the District.

2.3. *Vice-Chairperson.* The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson and in case of the resignation or death of the Chairperson. The Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Williamson County Commissioners Court shall appoint a new Chairperson.

2.4. *Secretary.* The Secretary or his/her designee shall act as Secretary of the meetings of the Board and record all votes and shall keep a record of the proceedings of the Board in a journal of proceedings to be kept for such purpose and shall perform all duties incidental to his/her office.

III. EXECUTIVE DIRECTOR

3.1. The Directors of the Board shall appoint an Executive Director of the District. The Executive Director shall be the chief administrative officer of the District and shall manage the day-to-day operations of the District, subject to the direction of the Board.

3.2. If the Executive Director is a physician licensed and in good standing in the state of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the District. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be retained as provided in Section 8.1.

3.3. The Executive Director shall be an ex-officio non-voting member of the Board.

3.4. If, during the annual evaluation of the Executive Director or at any other time, two-thirds of the entire Board determines the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the District's personnel policies, the Executive Director's employment may be terminated immediately. The exact terms of the termination shall be determined at the time by a majority vote of the Board. In the event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director.

3.5. The Executive Director shall employ such full or part-time employees as are needed to carry out the programs of the District. These employees shall be employees of the District and perform those duties as are assigned to them. The compensation of such personnel, including the Executive Director, shall be determined by the Board subject to the laws of the State of Texas. The Executive Director shall have the authority, and subject to provisions of the policies-procedures of the District, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

IV. MEETINGS

4.1. A majority of the voting Directors shall constitute a quorum for the transaction of business. The presence of the Executive Director shall not count for the purposes of determining whether a quorum is present.

4.2. The Board shall meet at least quarterly on a date fixed by the Board and shall hold such meetings as may be called by the chairperson or by the majority of the Board.

4.3. The Board shall comply with the Open Meetings Act.

V. PURPOSE OF THE DISTRICT

5.1. The District may perform any public health function that any of its Member Governments may perform unless otherwise restricted by law. The Board and Director shall determine which public health programs and services will be provided by the District based on needs assessment and the availability of resources.

5.2. The District shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.

5.3. The District shall provide “Essential public health services” as defined in Section 121.002 of the Act.

5.3.1. Monitor the health status of individuals in the community to identify community health problems;

5.3.2. Diagnose and investigate community health problems and community health hazards;

5.3.3. Inform, educate, and empower the community with respect to health issues;

Mobilize community partnerships in identifying and solving community health problems;

5.3.5. Develop policies and plans that support individual and community efforts to improve health;

5.3.6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

5.3.7. Link individuals who have a need for community and personal health services to appropriate community and private providers;

5.3.8. Ensure a competent workforce for the provision of essential public health services;

5.3.9. Research new insights and innovative solutions to community health problems; and

5.3.10. Evaluate the effectiveness, accessibility, and quality of personal and population-based services in a community.

5.4. By way of illustration but not by way of requirement or limitation, the District may provide public health services such as the following: communicable disease control and prevention services, public health education, information and referral services, environmental and consumer health programs, public health nutrition programs, community assessment and health status data analysis, public health emergency preparedness and response, and collaborating with others to address public health issues.

5.5. Member Governments and other government entities, as well as private institutions both within and outside of Williamson County, may contract with the District to provide additional public health services upon approval of the Board.

5.6. The Board shall have the authority to set and collect fees for its services and for the issuance of health and sanitation-related licenses and permits as authorized by law.

5.7. The District shall also have authority to conduct health and sanitation inspections for Member Governments, for non-member governments that enter into an interlocal agreement with the District, or as authorized by law.

5.8. When the District has the responsibility to issue a certain type of health or sanitation permit, the Member Governments agree not to require their own health or sanitation permits.

VI. LIABILITY AND INDEMNITY

6.1. As provided in the Act, the District is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a member of a public health district is not liable under Chapter 101 for any conduct of the District's personnel or for any condition or use of the District's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity.

6.2. The District shall indemnify each and every Director, its officers and its employees, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the District. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of this Agreement and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability. Notwithstanding the foregoing, the District will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

6.3. The District must purchase and maintain insurance, as available, on behalf of any Director, officer, employee, or agent of the District, or on behalf of any person serving at the request of the District as a board member, officer, employee, medical Director or Health Authority, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.

6.4. The District may engage private legal counsel who will advise and represent the District on general legal matters not covered by insurance, within the scope of their expertise, and for

which there is no conflict of interest. For matters relating solely to their own Member Government, the Member Governments agree to provide or fund legal services to the District for matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest.

VII. FINANCING OF THE FUNCTIONS OF THE DISTRICT

7.1. The District's fiscal year shall be January 1 through December 31.

7.2. The Member Governments of the District shall pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance, in the amount agreed to by the governing body of each Member. The District will request that city Member Governments contribute on a per capita basis based on the U.S. Census Bureau's most recent annual estimate of population.

7.3. The Board shall annually request funding from Member Governments on an October 1 – September 30 fiscal year basis. New Member Governments joining after the Effective Date of this Agreement shall pay on the same basis or according to the same formula as the existing Member Governments, but such payment may be pro-rated to the date of the new Member's admission to the District relative to October 1.

7.4. The District shall also actively seek funding from the Texas Department of State Health Services or its successor (or any other state or federal agency), and from public or private grants.

7.5. The District shall be allowed to assess and collect fees for its services as may be established by the Board.

7.6. The Board and Executive Director will maximize funding from other available sources, including governmental and private grants, prior to requesting funding from Member Governments.

7.7. All funds of the District not otherwise employed will be deposited in banks or other depositories designated by the Board.

7.8. All checks, drafts, endorsements, notes and evidences of indebtedness of the District will be signed by such officers or agents and all endorsements for deposits to the credit of the District will be made as authorized by the Board.

7.9. No loans or advances will be contracted on behalf of the District, and no note or other evidence of indebtedness will be issued in its name, except as authorized by majority vote of the Board and for purposes allowed by law.

7.10. Only the Executive Director or his/her designee acting in compliance with any Business Practices or Policies and Procedures Manual approved by the Board, may, in the name of and on behalf of the District, enter into contracts or execute and deliver instruments as specifically authorized by the Board by resolution or action at a duly called meeting. The District shall

maintain sufficient undesignated cash reserve funds to prevent untimely disruptions in services or loss of key personnel.

7.12. The Executive Director will provide to the Board no later than one hundred fifty (150) days after the close of the fiscal year a report containing the following information in appropriate detail:

7.12.1. The assets and liabilities of the District as of the end of the fiscal year;

7.12.2. The principal changes in assets and liabilities during the fiscal year;

7.12.3. The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year;

7.12.4. The expenses or disbursements, for both general and restricted purposes, during the fiscal year;

7.12.5. The substantial activities and projects begun, in progress, and completed during the fiscal year.

7.12.6. The annual report will include a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the District that such statements were prepared without audit from the books and records of the District.

7.13. The Board shall require that an independent audit of the District's financial records be made annually. The annual audit shall be available for public inspection during all normal business hours at the District office. The District shall adopt sound financial management policies and procedures and shall comply with requirements of funding entities.

VIII. EMPLOYEES

8.1. If the Executive Director is not a physician, the Executive Director, subject to approval by the Board, shall appoint a physician licensed and in good standing in the state of Texas as an officer of the District to serve as the Health Authority. If no local physician can be found who is willing to so serve, then the designated Medical Director of the Texas Department of State Health Services or its successor or his/her designee shall serve as the Health Authority. A Health Authority appointed under the provisions of Section 121.021 of the Act has certain duties prescribed by State Law that are necessary to implement and enforce to protect public health. The Health Authority shall aid the Board in all matters of local quarantine, disease prevention and suppression, sanitation inspection and control of contagious, infectious, and epidemic diseases within the District's jurisdiction. It is the intent of this Agreement that any Health Authority of the District shall be an "employee" as defined by Section 101.001(2) of the Texas Civil Practice and Remedies Code for the purposes of the Texas Tort Claims Act. A Health Authority is a state officer when performing duties prescribed by state law (Section 121.024 of the Texas Health and Safety Code).

8.2. The District's employees shall be eligible to participate in the Benefits Program offered by Williamson County to county employees, including group health insurance, workers' compensation program, and retirement system.

8.3. The Board may in some years grant a cost-of-living increase to each District employee, except that the size of the increase shall not exceed the cost-of-living increase granted by the Williamson County Commissioners' Court to each county employee for that fiscal year. District employees shall not be granted an automatic pay raise based on longevity alone. Instead, the Board may, as resources permit, authorize the Executive Director to grant merit increases to an employee based on job performance and/or promotion in job responsibility.

IX. MISCELLANEOUS

9.1. The provisions of Chapter 121 of the Texas Health and Safety Code shall be applicable to the District. In the event of a conflict between Chapter 121 and this Agreement, Chapter 121 shall control.

9.2. A Member Government may withdraw from this Agreement by giving written notice to the other Member Governments and to the Executive Director no later than six (6) months before the end of the District's fiscal year. The withdrawal shall become effective at the end of the current District fiscal year after the withdrawing Member Government has given written notice of its decision to the Board. Such notice of withdrawal shall not relieve such Member Government of any obligation incurred by such Member Government prior to date of withdrawal.

9.3. Modification of this Agreement shall be in writing and effective upon approval by a majority of the Member Governments.

9.4. This Agreement shall remain in effect unless modified or cancelled by a majority of the Member Governments.

9.5. In the event that a majority of Member Governments vote to dissolve the District, after payment of all liabilities, the District's unencumbered assets will be distributed proportionately to current Member Governments based on their current fiscal year contributions to the District.

9.6. This Agreement constitutes the entire Agreement between the Parties in regard to the provision of public health services and supersedes all prior such Agreements between the Parties.

9.7. This Agreement shall become effective (the date inserted will be the last date of approval by a Member Government) _____ day of _____, 2021 (the "Effective Date").

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell Jr., County Judge

Date: 07.20.2021

CITY OF CEDAR PARK, TEXAS

By: _____
Corbin Van Arsdale, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By: _____
Christine Sederquist, Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By: _____
Liz Branigan, Mayor

Date: _____

AGENDA ITEM REPORT



To: Planning and Zoning Commission
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2021-057 for a zoning change request known as Carver Ridge Ph. II, 3.27 acres, more or less, of land, from B-2 (General Commercial) to MF (Multifamily) use, located on Swindoll Lane at FM 1660 South. (First Reading)(Ashley Lumpkin)
Meeting: Thursday, September 16, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The approximate 3.27 acre property is currently zoned B-2 (General Commercial). It is part of the 21 plus acre Farley tract. It was originally excluded from the adjacent MF (Multifamily) request to allow for a potential corner commercial development. However, the applicant has learned direct access off of FM 1660 would be prohibited and has since revised their plans to include this 3.27 acre corner into the overall multi-family development.

The applicant proposes to construct approximately 276 units in 11-three story apartment buildings and amenities on this site and the adjacent site to the west.

The proposal meets the intent of the Future Land Use Map and meets all of the criteria for rezoning as set forth in the Unified Development Code.

NORTH: FM 1660 Frontage and SF-1 (Single Family) Zoning, Undeveloped

SOUTH: B-2 (General Commercial) Williamson County ESD

EAST: Swindoll Lane frontage, Undeveloped ETJ

WEST: MF (Multifamily), Proposed to be included with this site

Notices were sent to all property owners within 600 ft of this property. At the time of writing, one response has been received in favor (see attached).

SUMMARY OF REQUEST:

STAFF REVIEW:

Planning and Zoning Commission recommend approval of the proposed zoning request with a vote of 6 Aye -0 Nay-1 Absent (Commissioner Meyer).

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

AGENDA ITEM REPORT



The City of Hutto Future Land Use map designates this area as Commercial. The request would be a change to High-Density Residential. Due to the access constraints from FM 1660 and possible commercial development, this change does meet the spirit and intent of the Future Land Use map.

ATTACHMENTS:

1. CarverRidgell(3.27ac)Zoning(Ord)
2. Hutto Rezone Exhibit Update
3. 21-0615_Rezoning Letter of Intent
4. Carver_Ridge_Ph_II_Future_Land_Use_Map
5. Adjacent Property Owners
6. Favor(Farley)

ORDINANCE NO. 2021-057

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 3.27 ACRES, LOCATED AT SWINDOLL LANE 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 7th day of September, 2021, and;

WHEREAS, on the 16th day of September, 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 **16th** day of **September, 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 first reading of ordinance this **16th** day of **September, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

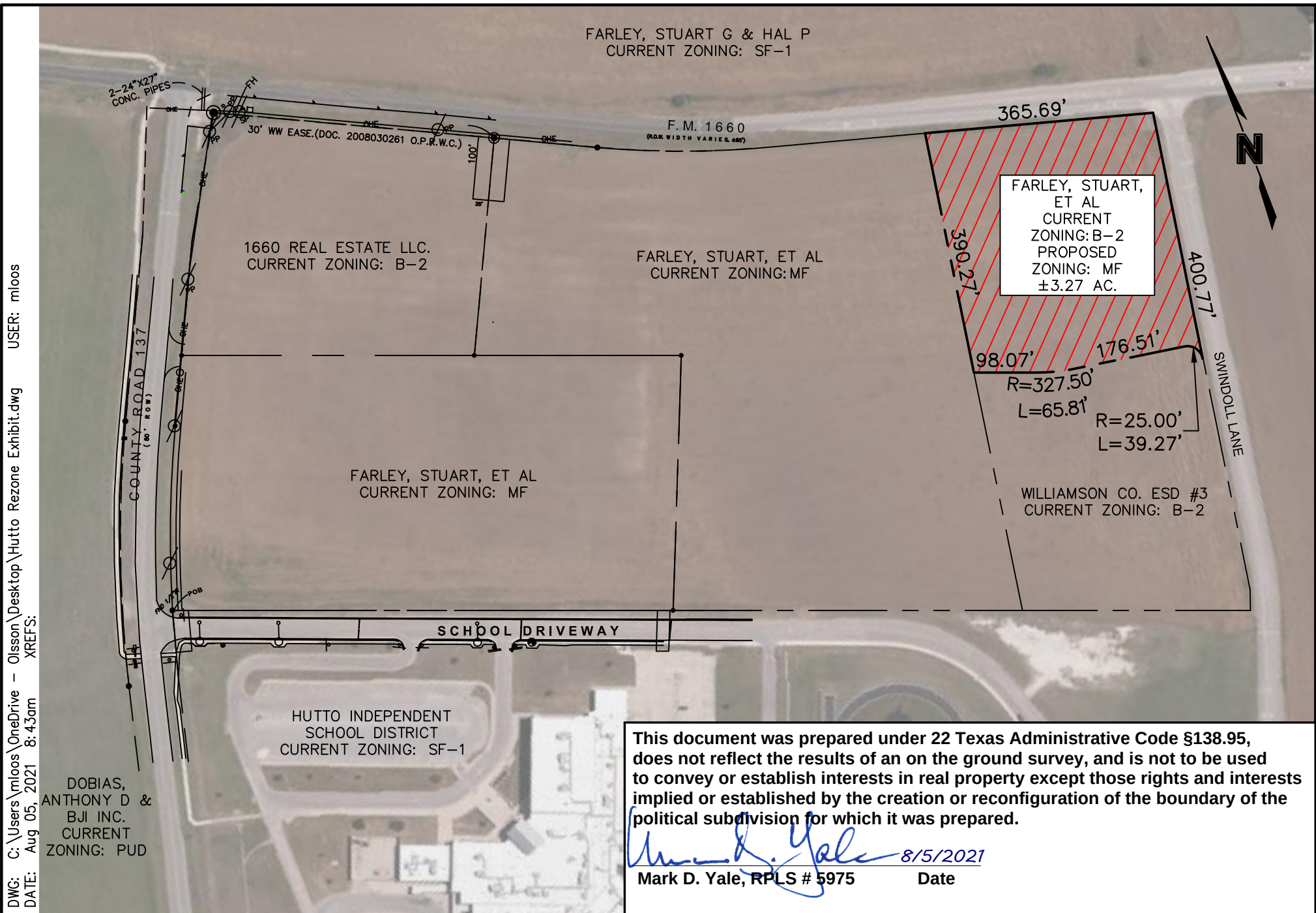
THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holy Nagy, City Secretary

DWG: C:\Users\mloos\OneDrive - Olsson\Desktop\Hutto Rezoning Exhibit.dwg USER: mloos
DATE: Aug 05, 2021 8:43am XREFS:



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 8/5/2021
Mark D. Yale, RPLS # 5975 Date

PROJECT NO: 020-38940	REZONING EXHIBIT CARVER RIDGE PH. II	olsson	302 East Millsap Road Fayetteville, AR 72703 TEL 479.443.3404	EXHIBIT
DRAWN BY: MKL				1
DATE: 07/28/2021				



August 6, 2021

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

RE: Letter of Intent for Rezoning ±3.27 Ac. at the SWC of Swindoll Lane & F.M. 1660.

Property Information: **SWC of Swindoll Lane & F.M. 1660**
 Tract Size: ±21.29 Ac. Total with ±3.27 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 ±3.27 acres of the total ±21.29-acre tract. Approximately 18.02 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).

Based on on-going discussions with TxDOT, it is understood that this remaining corner lot would not be able to access FM 1660 based on its location within the right turn lane of FM 1660 and Swindoll Lane. This makes the instance of providing a commercial business at this corner undesirable due to the lack of access. Based on the location of the lot as well as the lack of access, it makes much more sense for this lot to also be multifamily and provide additional, much-needed, residential units for the City of Hutto.

The applicant proposes to construct approximately nine (11) 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 and the adjacent site to the west is approximately 276 units. This provides a density of roughly 20 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 reviewed by the City 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 ±3.27 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 eleven (11) 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 and the adjacent multifamily site is approximately 276 units. This provides a density of roughly 20 units per acre, which is within the range specified by the City of Hutto Unified Development Code shown above.

REZONE APPROVAL CRITERIA:

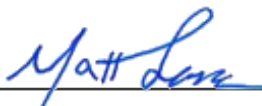
- ✓ Zoning is consistent with all applicable land use and development plans.
 - ***Response: The zoning is consistent with the proposed land use anticipated for this development as mentioned in the “Project Location / Description” portion of this LOI.***
- ✓ Zoning is compatible with existing and permitted 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,

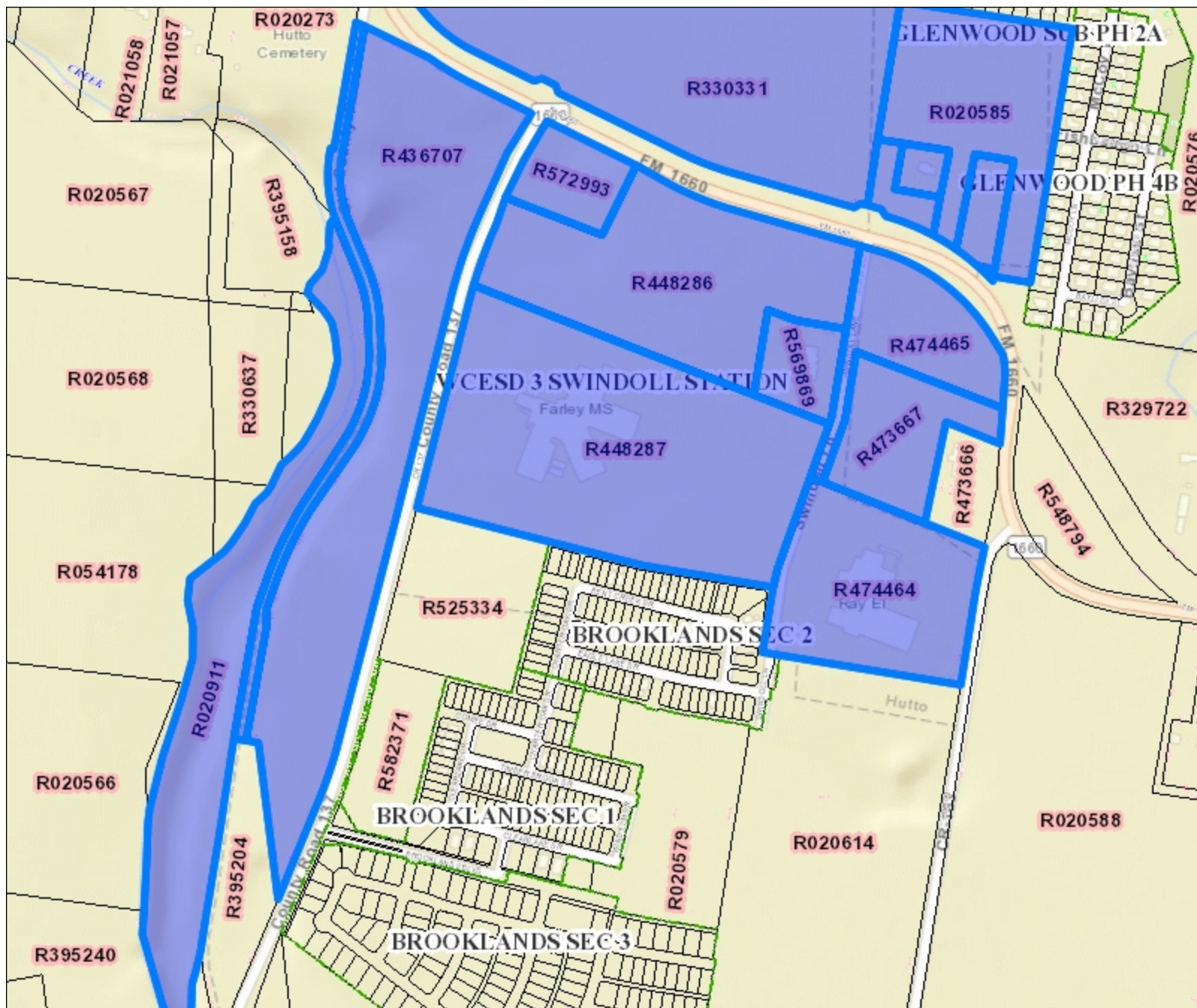


Matthew K. Loos, PE
Olsson Project Manager

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.

Official Hutto Future Land Use

- Roadways
- Commercial
- Mixed-Use
- Institutional
- High-Density Residential
- Mid-Density Residential



Legend

-  County Boundary
 Subdivision
 Tax Parcel

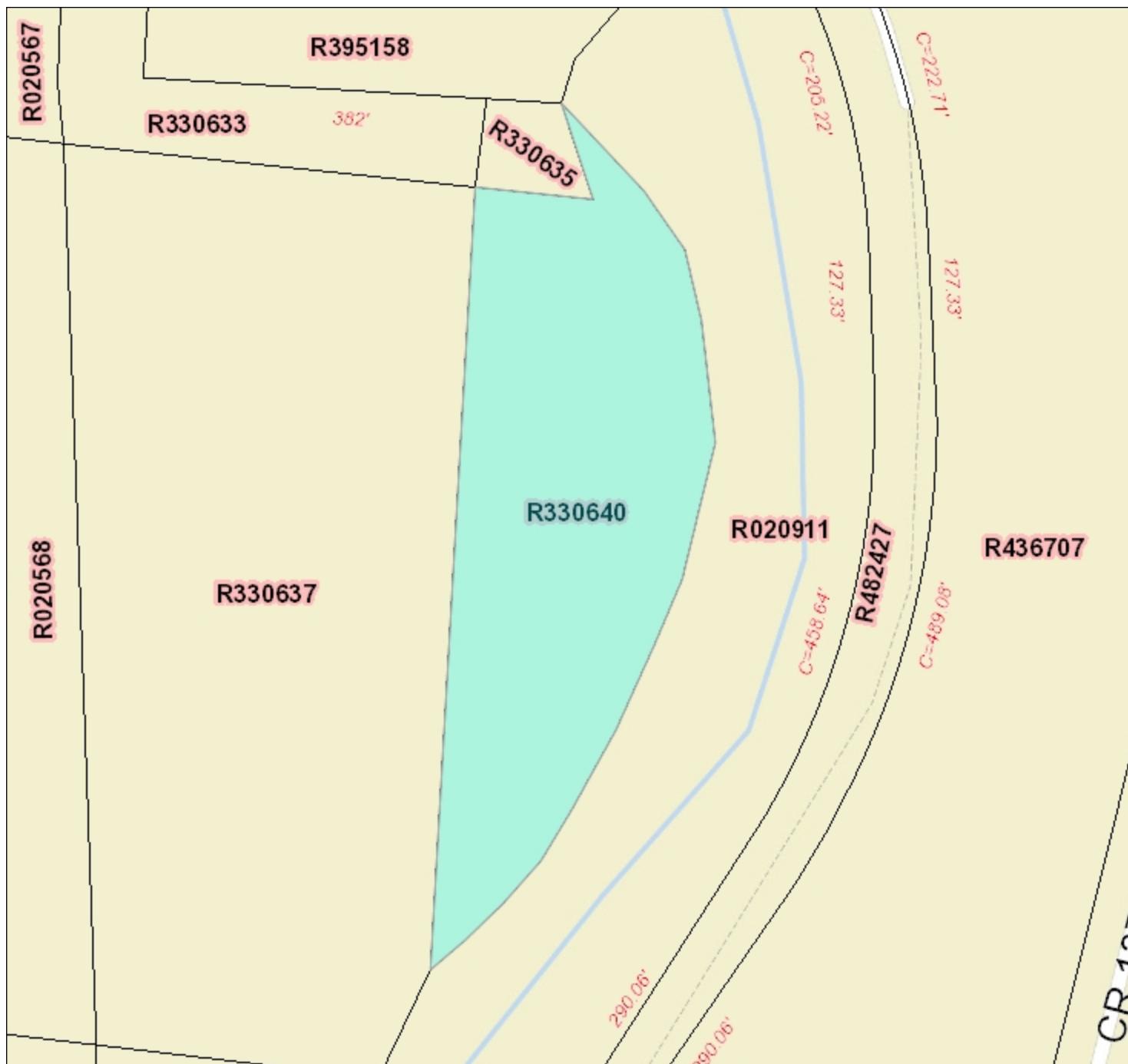
Properties Located Within 600 Ft. of Parcel R448286

Web Print: 05/27/2021

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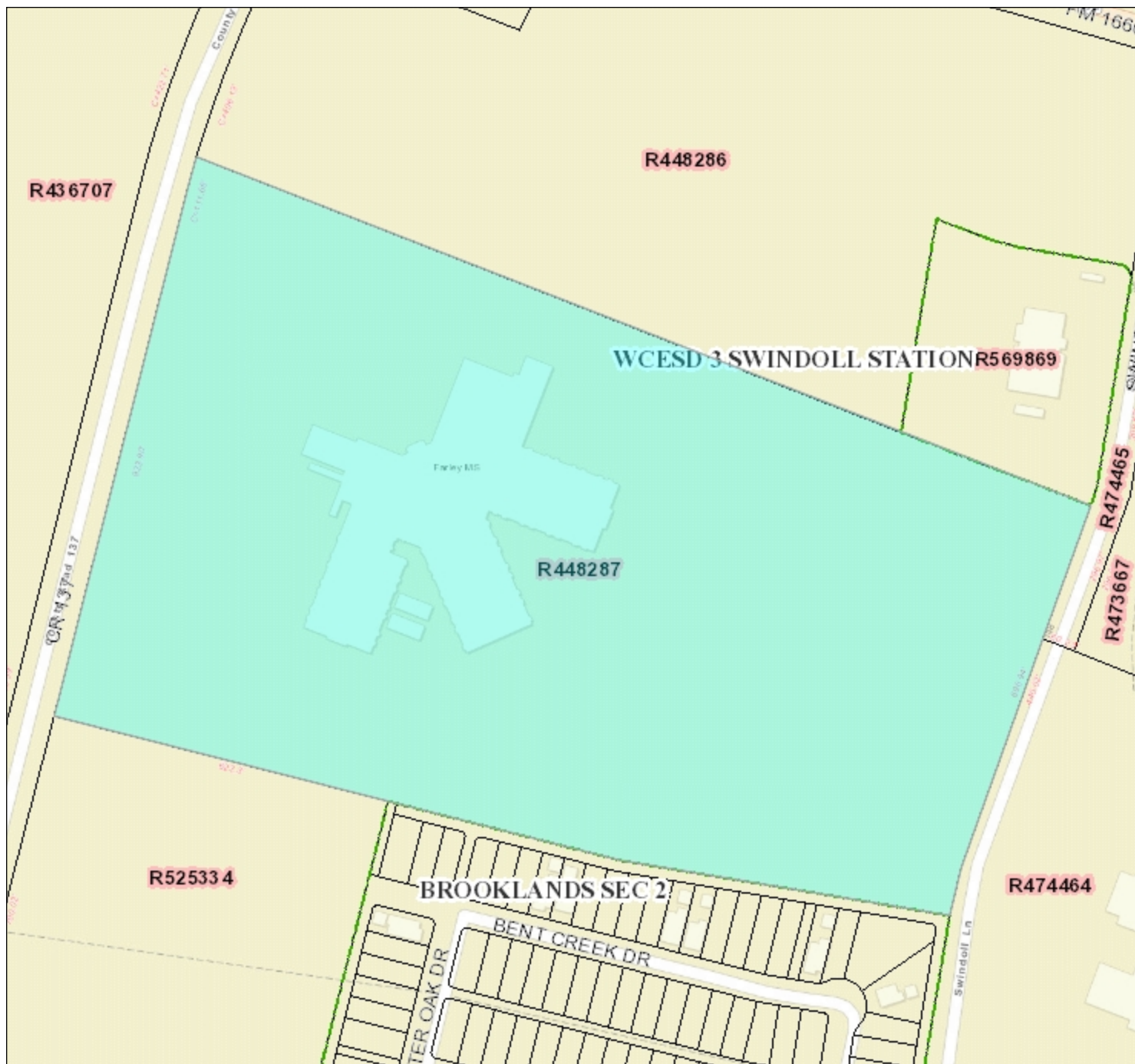
PIN: R330640
 STATEDAREA: 2.0
 Owner: KEY, PHILIP KNOX
 SiteAddress: CR 137, HUTTO, TX 78634
 Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
 Entities: CAD,F00,GWI,RFM,SHU,W09,J02
 Book: 0
 Page: 0
 InstrumentNumber: 0
 Shape.STArea(): 116562.6484375
 MapName: 3-5157
 Shape.STLength(): 1783.3621358936

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



PIN: R473667
 STATEDAREA: 7.1
 Owner: NEW HOPE CHRISTIAN CHURCH
 SiteAddress: 9850 S FM 1660, HUTTO, TX 78634
 Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
 Entities: CAD,F00,GWI,RFM,SHU,W09,J02
 Book: 0
 Page: 0
 InstrumentNumber: 0
 Shape.STArea(): 320664.537109375
 MapName: 3-5157
 Shape.STLength(): 2698.85189215975

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



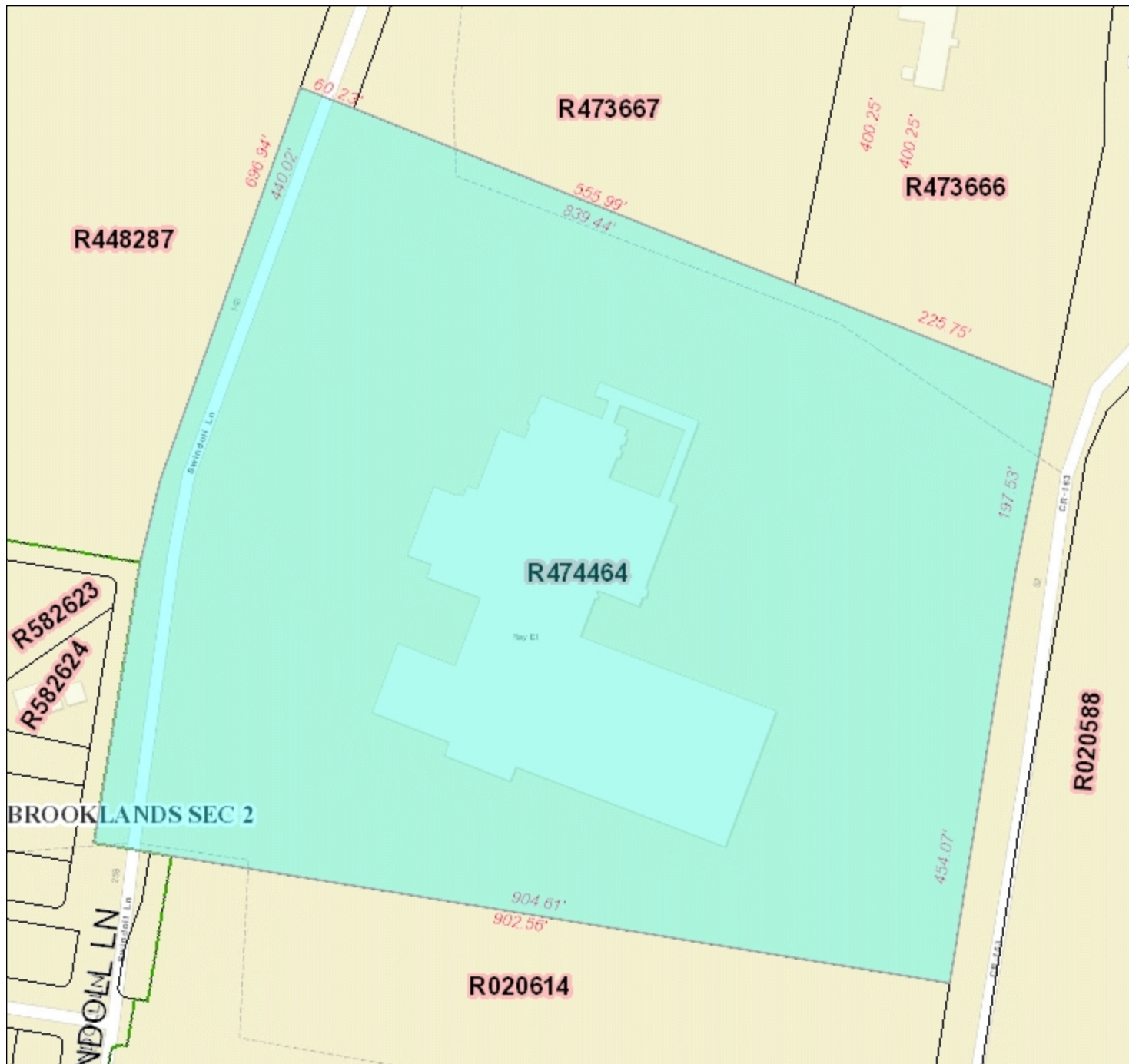
PIN: R448287
 STATEDAREA: 35.67
 Owner: HUTTO ISD
 SiteAddress: 303 CR 137, HUTTO, TX 78634
 Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
 Entities:
 CAD,CHU,F00,GWI,RFM,SHU,W09,J02
 Book: 0
 Page: 0
 InstrumentNumber: 0
 Shape.STArea(): 1541277.58789063
 MapName: 3-5157,3-5957
 Shape.STLength(): 5180.7416911069

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



PIN: R020612
 STATEDAREA: 2.0086
 Owner: PEREZ, FRANCISCO J & MARTHA G
 SiteAddress: 9553 FM 1660, HUTTO, TX 78634
 Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
 Entities: CAD,F00,GWI,RFM,SHU,J02,W13
 Book: 0
 Page: 0
 InstrumentNumber: 0
 Shape.STArea(): 87516.57421875
 MapName: 3-5157
 Shape.STLength(): 1317.08693373416

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



PIN: R474464
 STATEDAREA: 15.01
 Owner: HUTTO ISD
 SiteAddress: FM 1660, HUTTO, TX 78634
 Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
 Entities:
 CAD,CHU,F00,GWI,RFM,SHU,W09,J02
 Book: 0
 Page: 0
 InstrumentNumber: 0
 Shape.STArea(): 642667.234375
 MapName: 3-5157
 Shape.STLength(): 3204.53606387522

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



PIN: R482427
 STATEDAREA: 3.68
 Owner: DOBIAS, ANTHONY D & BJI INC
 SiteAddress: CR 137, HUTTO, TX 78634
 Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
 Entities: CAD,F00,GWI,RFM,SHU,W09,J02
 Book: 0
 Page: 0
 InstrumentNumber: 0
 Shape.STArea(): 170297.2890625
 MapName: 3-5157,3-5957
 Shape.STLength(): 6892.0766442186

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



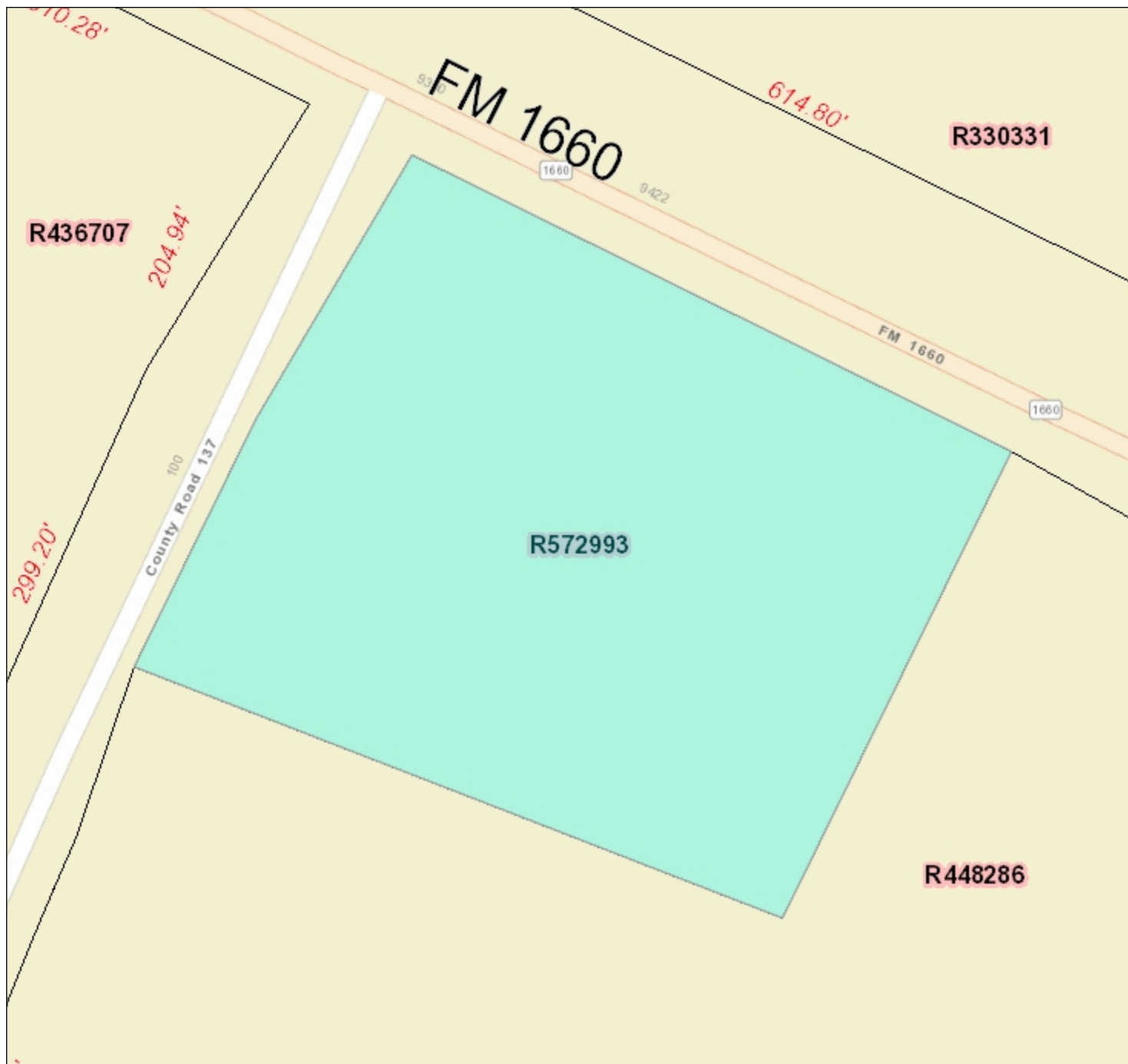
PIN: R020911
 STATEDAREA: 14.33
 Owner: HUTTO ISD
 SiteAddress: CR 137, HUTTO, TX 78634
 Abstract: AW0501 - Patterson, J.s. Sur.
 Entities: CAD,F00,GWI,RFM,SHU,W09,J02
 Book: 0
 Page: 0
 InstrumentNumber: 0
 Shape.STArea(): 856781.404296875
 MapName: 3-5957,3-5157
 Shape.STLength(): 8470.02728581396

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



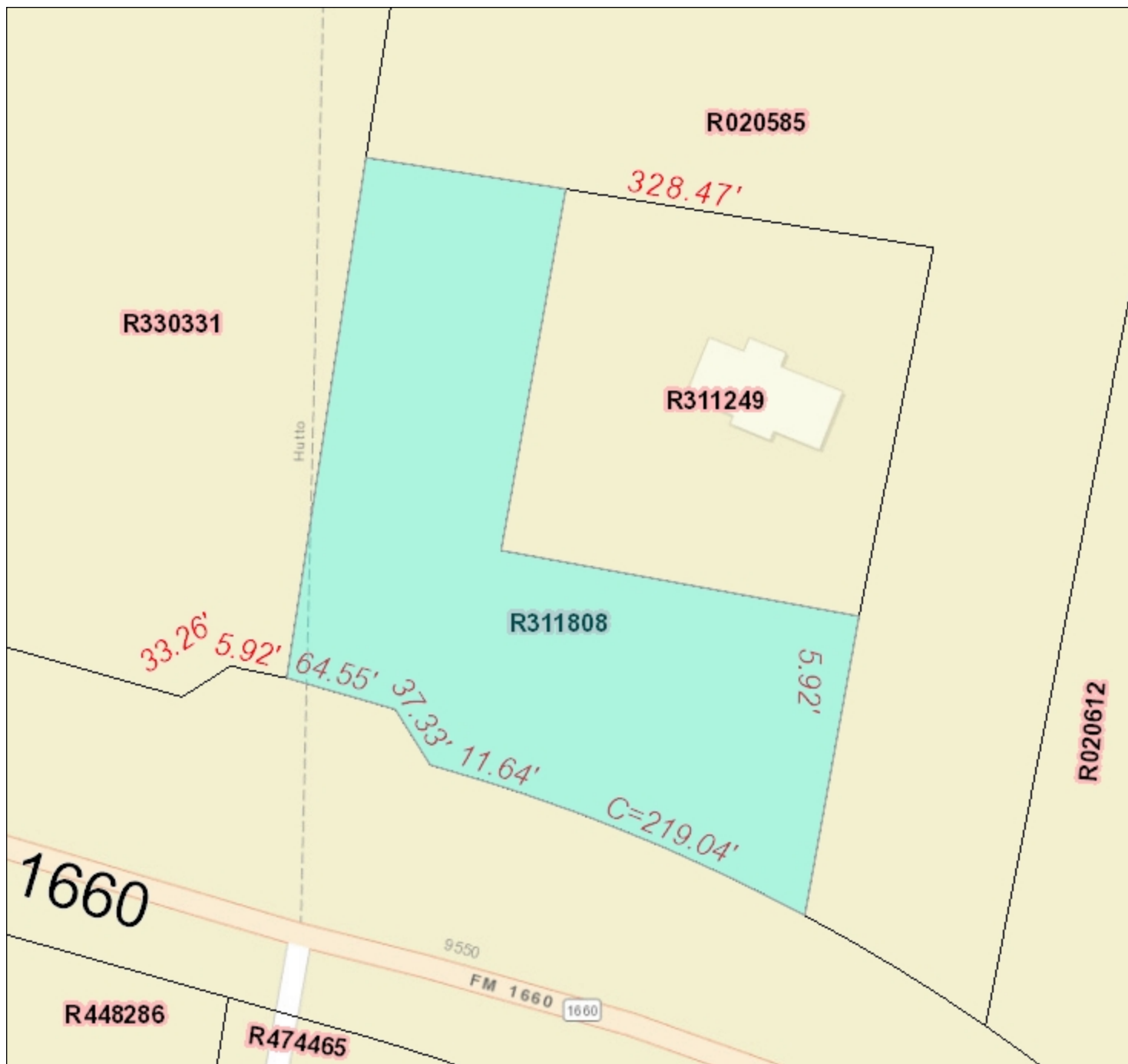
PIN: R474465
STATEDAREA: 7.809
Owner: PEREZ, FRANCISCO J & MARTHA G
SiteAddress: FM 1660, HUTTO, TX 78634
Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
Entities: CAD,F00,GWI,RFM,SHU,W09,J02
Book: 0
Page: 0
InstrumentNumber: 0
Shape.STArea(): 339329.24609375
MapName: 3-5157
Shape.STLength(): 3520.39366979513

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



PIN: R572993
STATEDAREA: 170563 sq.ft
Owner: 1660 REAL ESTATE LLC
SiteAddress: 9350 COUNTY ROAD 137,
HUTTO, TX 78634
Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
Entities:
CAD,CHU,F00,GWI,RFM,SHU,W09,J02
Book: 0
Page: 0
InstrumentNumber: 0
Shape.STArea(): 170562.541015625
MapName: 3-5157,3-5957
Shape.STLength(): 1657.66998342688

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



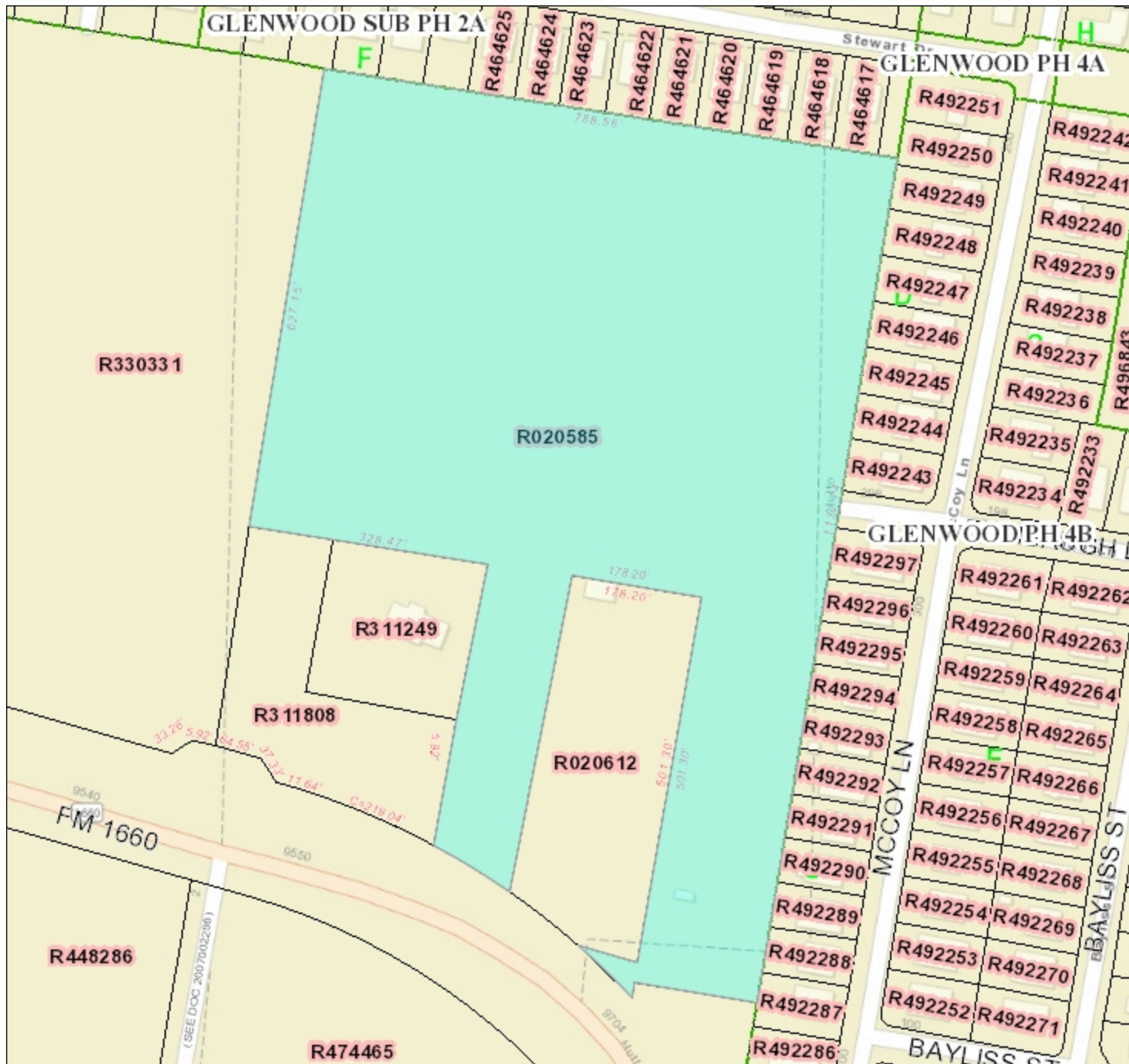
PIN: R311808
 STATEDAREA: 1.5627
 Owner: MALONE, PATRICIA ANN SHARPE
 SiteAddress: 9551 FM 1660, HUTTO, TX
 78634
 Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
 Entities: CAD,F00,GWI,RFM,SHU,J02,W13
 Book: 0
 Page: 0
 InstrumentNumber: 0
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 MapName: 3-5157
 Shape.STLength(): 1337.78121442276

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



PIN: R569869
 STATEDAREA: 146161 sq.ft
 Owner: WILLIAMSON COUNTY ESD #3
 SiteAddress: 180 SWINDOLL LN, HUTTO, TX 78634
 Abstract: S11733 - WCESD 3 SWINDOLL STATION
 Entities: CAD,CHU,F00,GWI,RFM,SHU,W09,J02
 Book: 0
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 InstrumentNumber: 0
 Shape.STArea(): 146165.87109375
 MapName: 3-5157,3-5957
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



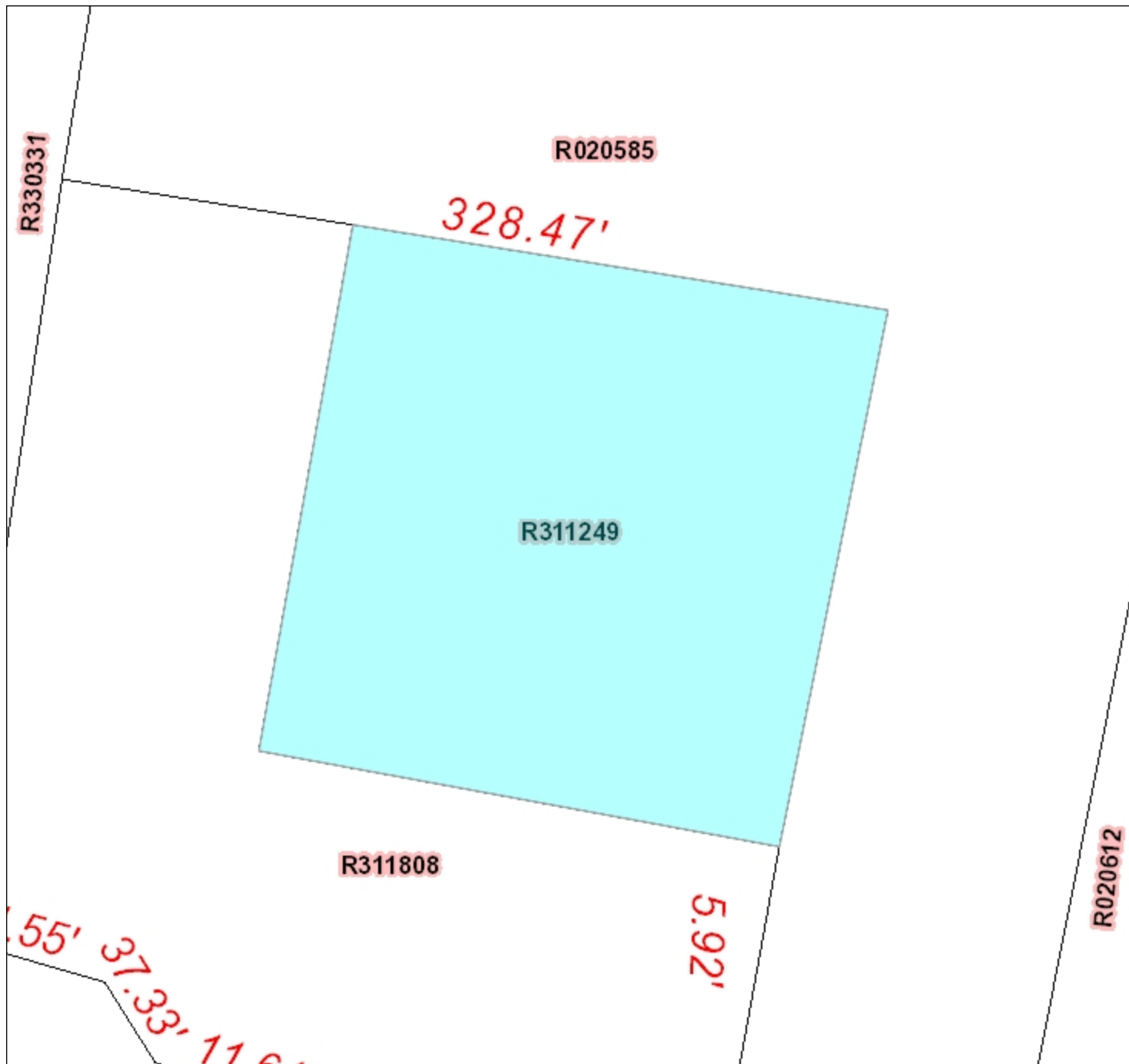
PIN: R020585
 STATEDAREA: 14.5615
 Owner: PEREZ, FRANCISCO J & MARTHA G
 SiteAddress: FM 1660, HUTTO, TX 78634
 Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
 Entities: CAD,F00,GWI,RFM,SHU,J02,W13
 Book: 0
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 InstrumentNumber: 0
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 MapName: 3-5157
 Shape.STLength(): 4899.75985516614

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



PIN: R330331
 STATEDAREA: 36.6429
 Owner: FARLEY, STUART G & HAL P
 SiteAddress: CR 137, HUTTO, TX 78634
 Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
 Entities:
 CAD,CHU,F00,GWI,RFM,SHU,J02,W13
 Book: 0
 Page: 0
 InstrumentNumber: 0
 Shape.STArea(): 1615090.78515625
 MapName: 3-5157
 Shape.STLength(): 5944.33450261553

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



PIN: R311249
STATEDAREA: 1.0
Owner: MALONE, PATRICIA ANN SHARPE
SiteAddress: 9551 FM 1660, HUTTO, TX
78634
Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
Entities: CAD,F00,GWI,RFM,SHU,J02,W13
Book: 0
Page: 0
InstrumentNumber: 0
Shape.STArea(): 44473.537109375
MapName: 3-5157
Shape.STLength(): 843.697600457267

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



PIN: R448286
 Owner: FARLEY, STUART ET AL
 SiteAddress: CR 137, HUTTO, TX 78634
 Abstract: AW0271 - Gatlin, Hrs. Wm. Sur.
 Entities:
 CAD,CHU,F00,GWI,RFM,SHU,W09,J02
 Book: 0
 Page: 0
 InstrumentNumber: 0
 Shape.STArea(): 948473.935546875
 MapName: 3-5157,3-5957
 Shape.STLength(): 4845.6428023932

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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

PLANNING & ZONING COMMISSION ON: **SEPTEMBER 7, 2021**
CITY COUNCIL ON: **SEPTEMBER 16, 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 **Carver Ridge Ph. II**, 3.27 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 **Carver Ridge Ph. II**, 3.27 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:

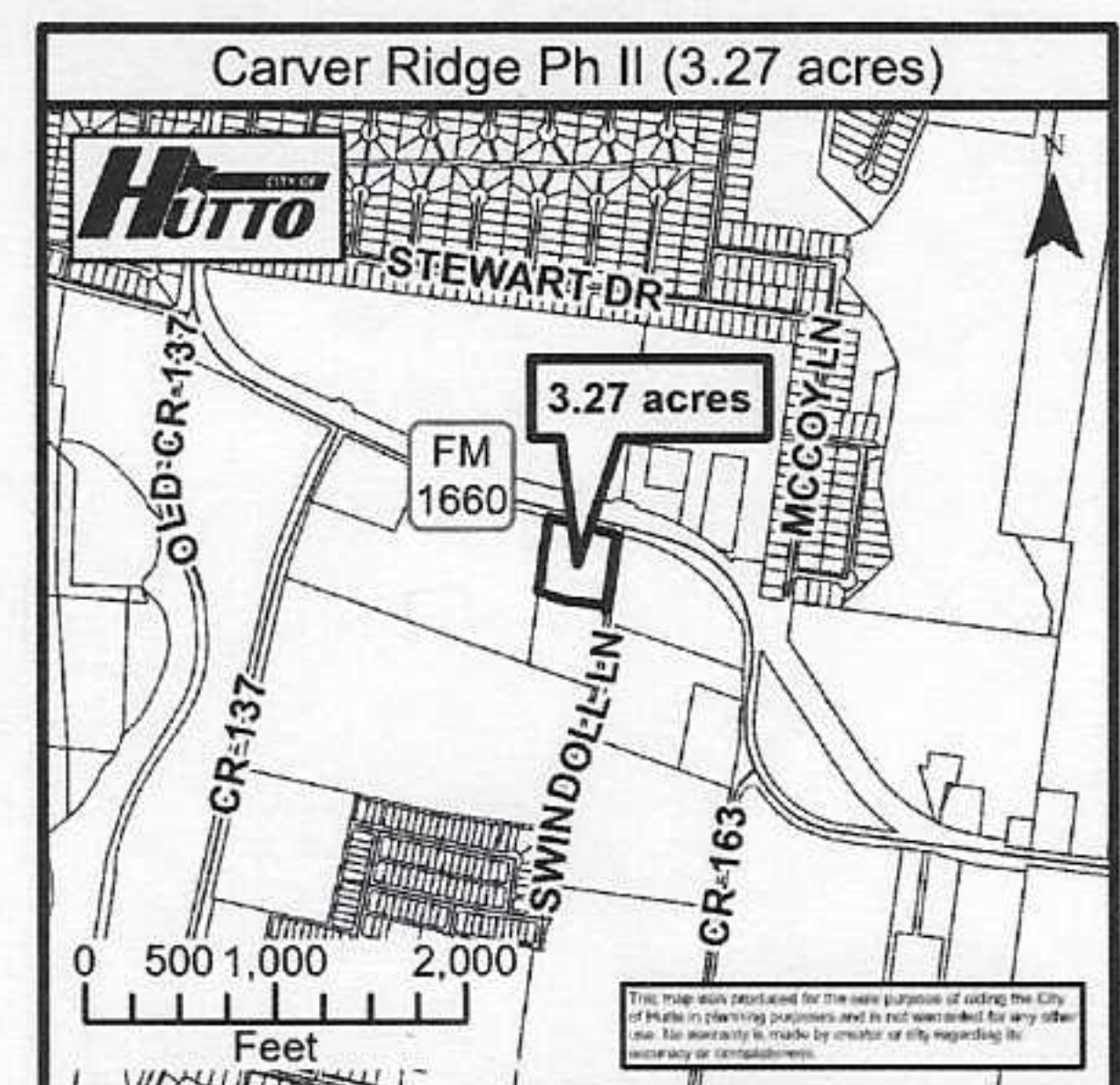
P O Box 22309, Sacramento CA
95822

☒ I AM IN FAVOR

☐ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



AGENDA ITEM REPORT



To: City Council
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2021-054 approving and adopting a budget for the City of Hutto for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022. (Second Reading)(Angie Rios)
Meeting: Thursday, September 16, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. O-2021-054 Ordinance Approving Budget FY 2022 8.30.21
2. Proposed budget 9-16-21
3. Proposed Budget Detail 9-16-21
4. Staffing FY 21-22

ORDINANCE O-2021-054

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF HUTTO DURING FISCAL YEAR 2021 FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022 AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF HUTTO FOR THE 2021 FISCAL YEAR; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the budget for the fiscal year October 1, 2021 through September 30, 2022, was duly presented to the City Council and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said public hearing was held according to said notice.

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

SECTION I.

That the appropriations for the fiscal year October 1, 2021 through September 30, 2022 for the support of the general government of the City of Hutto be fixed and determined for said terms in accordance with the expenditures shown in the City's 2022 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.

That the budget, as shown in Exhibit A, is hereby approved in all respects and adopted as the City's budget for the fiscal year October 1, 2021 through September 30, 2022.

SECTION III.

That there is hereby appropriated the amount shown in said budget the required funds to provide for an Interest and Sinking Fund for the payment of the principal and interest and the retirement of the bonded debt of said City.

SECTION IV.

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 V.

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 VI.

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

SECTION VII.

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 VIII.

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

READ and APPROVED the first reading on the 2nd day of September 2021 at a regular called meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and ADOPTED on the second reading this 16th day of September 2021 at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

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	0.536448
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

September 16, 2021

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September 16, 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.

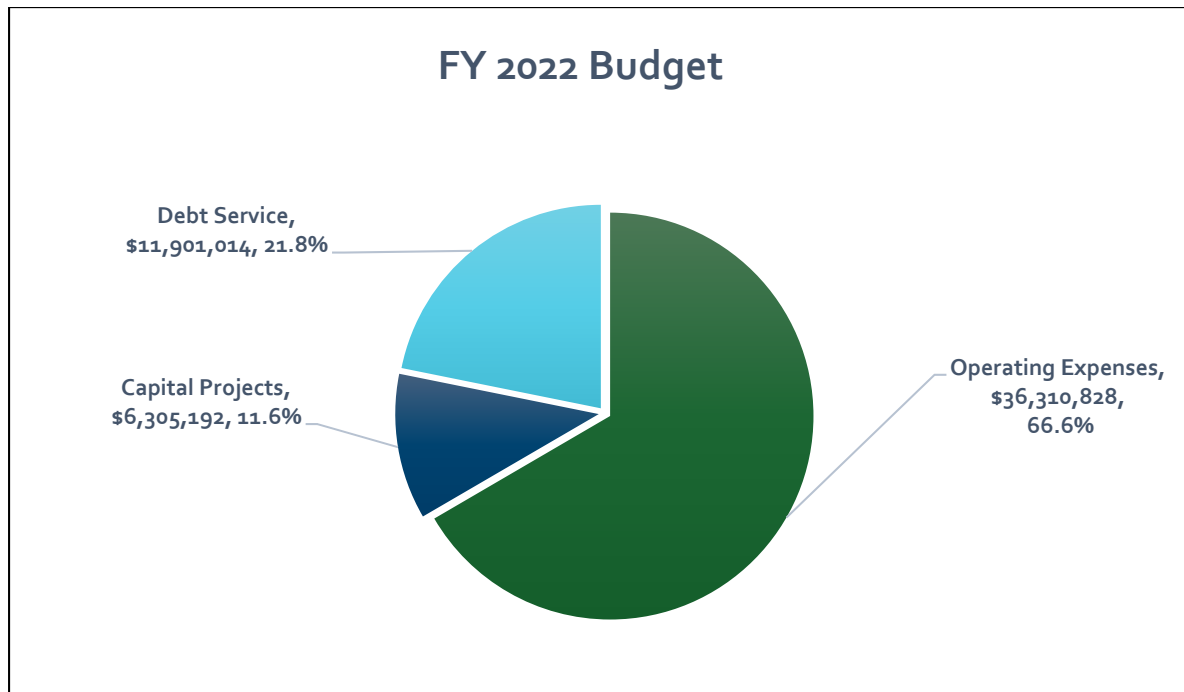
Sincerely,

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 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	Budget Workshop if necessary
August 22	Publish Notice of Public Hearing on Budget.
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	Outside Agency Funding Recommendations
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.
September 16	Special 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 \$36,310,828 in operating expenses, approximately \$6,305,192 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 \$22.5 million, and the General Fund expense budget totals \$ 21.1 million, which is an increase over the prior year's adopted budget. The budget includes the proposed tax rate of \$0.536448, 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	\$ 0.380343
Debt Rate	\$ 0.125870	\$ 0.233583	\$ 0.194449	\$ 0.156105
Total Tax Rate	\$ 0.515171	\$ 0.631351	\$ 0.600000	\$ 0.536448

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.

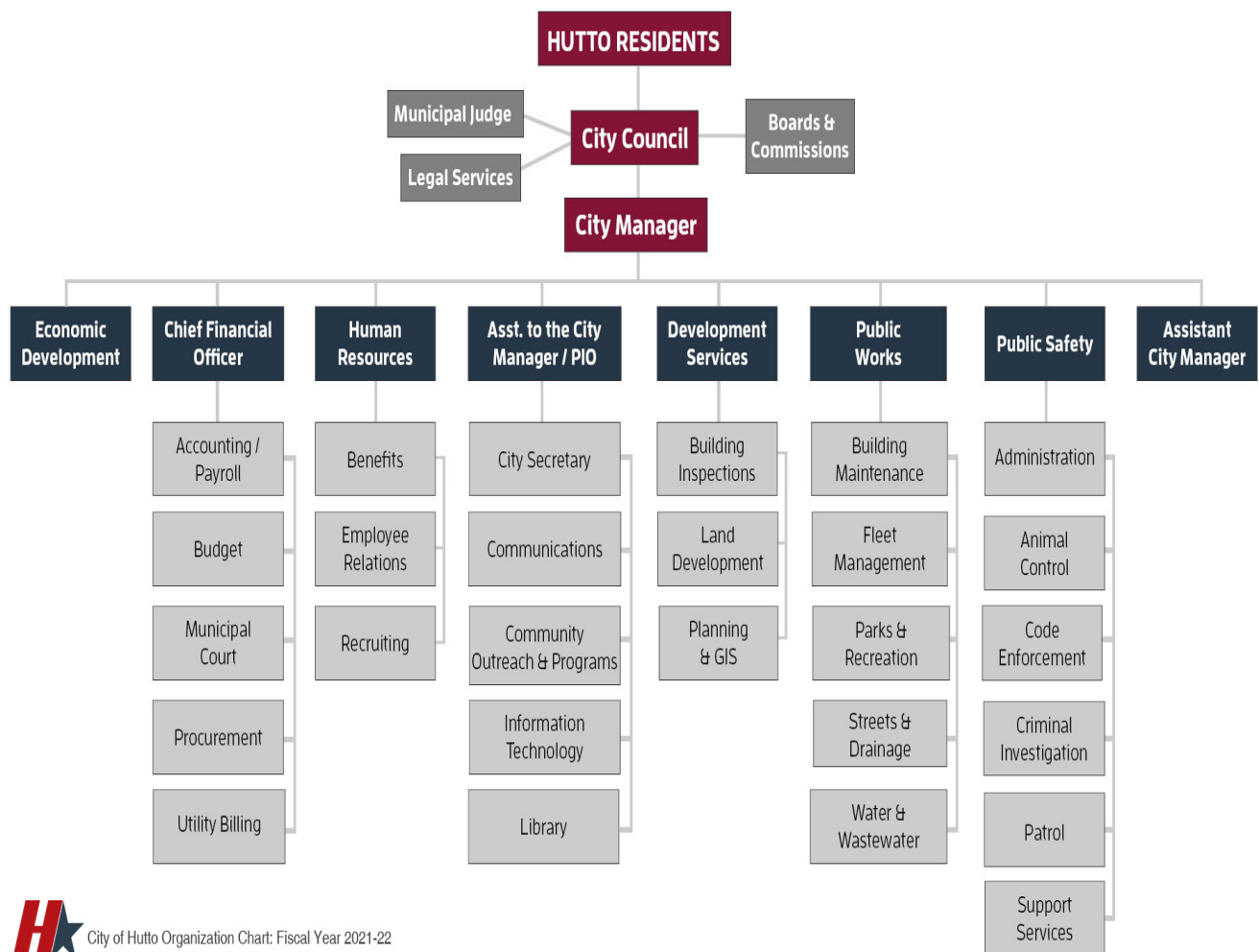
Utility Fund budgeted operational expenses are proposed to total \$7.4 million, with an additional \$6.2 million to be spent on debt service requirements through a transfer out to the debt service fund. The majority of expenses in the Utility Fund are for contractual obligations, such as water purchase 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	10,873,091
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	22,214,898
Expense					
Salaries & Benefits	12,011,731	10,488,376	10,636,419	8,992,016	11,646,185
Supplies & Materials	1,107,494	571,643	896,085	855,552	1,321,950
Repair & Maintenance	209,839	148,756	712,851	239,599	960,450
Contractual Services	2,623,641	2,741,268	3,183,993	2,365,458	3,502,173
Other/Misc. Expenses	1,372,721	1,043,409	1,303,290	1,391,998	1,313,700
Capital Outlay	753,965	423,660	440,000	319,233	2,329,075
Other Financing Uses	-	(436,722)	-	-	-
Subtotal - Expenses	18,079,390	14,980,389	17,172,638	14,163,856	21,073,533
Other Financing Sources					
Sale of Assets	-	-	10,000	-	-
Transfer In	150,000	276,965	300,000	-	275,000
Transfer Out	(1,084,707)	(24,549)	(25,000)	-	-
Subtotal - Other Financing Sources	(934,707)	252,416	285,000	-	275,000
NET CHANGE IN FUND BALANCE	(2,392,690)	3,084,622	1,799,787	6,281,725	1,416,365
Beginning Fund Balance	3,621,137	1,228,447	4,313,069	4,313,069	10,594,794
Ending Fund Balance	1,228,447	4,313,069	6,112,857	10,594,794	12,011,159
Contingency Reserves (10%) (2019 - 7.5%)	1,355,954	1,498,039	1,717,264	1,416,386	2,107,353
Unreserved Ending Fund Balance	(127,507)	2,815,030	4,395,593	9,178,408	9,903,806

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	652,813	250,000
Subtotal - Revenues	204,186	33,243	262,000	654,301	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	996,696	251,500
Beginning Fund Balance	466,816	664,152	693,769	693,769	1,690,465
Ending Fund Balance	664,152	693,769	955,769	1,690,465	1,941,965

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	1,100,592	1,773,613
Supplies & Materials	300,712	255,900	347,300	269,242	222,600
Repair & Maintenance	1,092,602	317,313	355,000	241,170	470,000
Contractual Services	2,745,140	2,923,509	3,604,752	4,758,370	3,543,000
Other/Misc. Expenses	611,081	711,649	679,750	678,187	828,100
Capital Outlay	507,623	30,893	350,060	118,979	570,000
Debt Service	-	9,445	-	-	-
Subtotal - Expenses	6,481,580	5,289,950	6,545,886	7,166,540	7,407,313
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	1,326,162	9,112
Beginning Working Capital	1,591,744	2,066,479	4,045,535	4,045,535	5,371,697
Contingency Reserves (20% Expenses)	1,296,316	1,057,990	1,309,177	1,433,308	1,481,463
Ending Available Working Capital	770,163	2,987,545	3,365,457	3,938,389	3,899,346

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	5,805,192
Other Financing Uses		-	-	-	-	-
Subtotal - Expenses		2,776,485	5,064,733	5,499,541	5,226,168	5,805,192
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)	(5,755,192)
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	1,580,018

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	-	-	20,881	74,942
Supplies & Materials	16,911	7,039	1,051	2,500
Contractual Services	134,162	151,692	86,017	81,200
Other/Misc. Expenses	685,229	311,608	229,627	148,400
Subtotal - City Council	836,303	470,339	337,576	307,042
City Manager's Office				
Salaries & Benefits	1,080,424	2,522,268	523,050	799,406
Supplies & Materials	28,843	83,063	2,713	2,650
Repair & Maintenance	-	7,394	-	-
Lobbying Expenses	150,000	-	-	-
Contractual Services	728,877	600,201	45,007	25,050
Other/Misc. Expenses	102,911	316,579	6,064	17,750
Capital Outlay	-	101,790	-	-
Subtotal - City Manager's Office	2,091,054	3,631,296	576,834	844,856
Economic Development				
Salaries & Benefits	484,186	432,829	57,030	209,364
Supplies & Materials	148,621	48,939	1,247	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	90,777	272,814
Human Resources				
Salaries & Benefits	369,228	430,022	155,051	308,378
Supplies & Materials	3,082	1,418	500	2,250
Contractual Services	123,890	111,323	196,216	163,500
Other/Misc. Expenses	17,461	7,533	4,277	12,100
Subtotal - Human Resources	513,661	550,297	356,044	486,228
Citywide				
Salaries & Benefits	-	-	-	-
Supplies & Materials	-	9,777	9,038	12,000
Repair & Maintenance	505	275	2,232	-
Contractual Services	232,495	496,019	-	350,000
Other/Misc. Expenses	110,943	255,608	542,864	255,000
Other Financing Uses	-	24,549	-	-
Subtotal - Citywide	343,943	786,227	554,135	617,000
TOTAL - City Administration	4,581,748	5,959,780	1,915,366	2,527,940

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	163,153	218,189
Supplies & Materials	1,991	1,370	1,295	950
Required Public Notices	14,593	11,302	9,276	10,000
Contractual Services	78,854	63,850	115,417	100,000
Other/Misc. Expenses	15,349	3,466	4,020	6,700
Subtotal - City Secretary	339,151	210,417	293,161	335,839
Communications				
Salaries & Benefits	408,220	429,277	297,489	279,711
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	1,000	4,000
Subtotal - Communications	534,919	476,693	447,639	406,737
Community Outreach & Programs				
Salaries & Benefits	-	35,663	112,559	173,008
Supplies & Materials	144,568	-	383,949	490,900
Contractual Services	306,869	250,000	209,128	130,500
Other/Misc. Expenses	-	-	7,828	5,000
Subtotal - Community Outreach	451,437	285,663	713,463	799,408
Library				
Salaries & Benefits	210,326	188,030	111,698	182,182
Supplies & Materials	39,252	27,488	41,952	50,000
Repair & Maintenance	172	-	-	-
Contractual Services	1,600	2,110	2,200	4,100
Other/Misc. Expenses	4,957	1,850	1,307	3,500
Subtotal - Library	256,307	219,478	157,157	239,782
TOTAL - Communications	1,581,815	1,192,251	1,611,420	1,781,766

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	104,326	183,129
Supplies & Materials	14,360	21,880	11,959	28,950
Repair & Maintenance	70,017	33,855	42,740	600,000
Contractual Services	-	53,886	72,119	88,500
Other/Misc. Expenses	-	-	1,000	2,000
Capital Outlay	-	-	-	-
Subtotal - Building Maintenance	191,962	252,127	232,144	902,579
Construction Inspection				
Salaries & Benefits	211,002	179,896	148,184	162,945
Supplies & Materials	-	2,602	4,942	13,500
Repair & Maintenance	-	165	560	750
Contractual Services	-	10,179	9,754	10,247
Other/Misc. Expenses	-	521	1,000	6,000
Capital Outlay	15,189	-	-	-
Subtotal - Construction Inspection	226,191	193,362	164,439	193,442
Fleet Management				
Salaries & Benefits	97,871	74,252	68,667	77,871
Supplies & Materials	6,801	2,462	2,756	32,450
Repair & Maintenance	1,734	20,797	49,994	130,000
Contractual Services	-	1,500	2,066	5,000
Other/Misc. Expenses	640	5,360	250	250
Capital Outlay	-	-	17,984	45,000
Subtotal - Fleet Management	107,046	104,372	141,718	290,571
Parks Maintenance				
Salaries & Benefits	(62)	291,394	223,147	409,996
Supplies & Materials	13,415	16,707	11,875	9,750
Repair & Maintenance	69,577	28,847	41,748	81,500
Contractual Services	3,085	99	2,651	260,000
Other/Misc. Expenses	2,656	1,125	1,000	25,000
Capital Outlay	226,443	114	-	-
Subtotal - Park Maintenance	315,113	338,287	280,421	786,246
Parks Recreation				
Salaries & Benefits	1,024,691	476,040	134,577	115,321
Supplies & Materials	110,229	33,396	3,905	3,800
Repair & Maintenance	40	11,381	1,000	-
Contractual Services	66,708	19,343	11,186	11,500
Other/Misc. Expenses	13,992	20,332	23,974	20,750
Capital Outlay	-	-	-	-
Subtotal - Park Recreation	1,215,660	560,491	174,641	151,371
TOTAL - Community Services	2,055,973	1,448,639	993,363	2,324,209

City of Hutto

Preliminary O&M Budget By Division - FY 2022

Department/Division	FY 2019	FY 2020	FY 2021 Projected	FY 2022 Preliminary
Planning & Development Services				
Salaries & Benefits	897,434	986,337	849,061	1,184,585
Supplies & Materials	6,569	19,080	17,082	27,150
Repair & Maintenance	50	-	100	-
Contractual Services	116,735	455,810	115,330	490,550
Other/Misc. Expenses	9,621	24,240	11,873	32,150
Capital Outlay	-	30,000	-	40,000
Total - Planning & Devl Services	1,030,409	1,515,467	993,446	1,774,435
Information Technology				
Salaries & Benefits	172,506	203,751	158,057	224,478
Supplies & Materials	105,632	22,933	22,742	64,600
Contractual Services	515,218	614,615	601,162	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	783,002	987,878
Police				
Salaries & Benefits	4,367,417	4,330,453	4,562,671	5,015,367
Supplies & Materials	427,478	328,240	269,035	486,900
Repair & Maintenance	85,308	56,093	54,471	18,200
Contractual Services	110,329	173,458	244,498	266,500
Other/Misc. Expenses	112,771	70,744	60,300	121,600
Capital Outlay	320,916	387,645	301,249	360,000
TOTAL - Police	5,424,220	5,346,633	5,492,224	6,268,567

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	-	-
Contractual Services	218,808	218,808	10,000	75,000
Other/Misc. Expenses	66,799	66,799	88,334	110,000
Debt Service	-	-	-	-
Other Financing Uses	-	-	-	-
Subtotal -Citywide	300,607	300,607	98,334	185,000
Finance				
Salaries & Benefits	777,589	850,703	604,692	1,033,770
Supplies & Materials	9,686	2,972	5,782	7,500
Contractual Services	174,611	200,400	410,028	239,250
Other/Misc. Expenses	171,363	238,103	391,946	387,600
Subtotal -Finance	1,133,249	1,292,177	1,412,448	1,668,120
Municipal Court				
Salaries & Benefits	256,748	217,948	204,479	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	9,529	20,200
Subtotal -Municipal Court	281,532	239,579	231,377	268,428
Utility Billing				
Salaries & Benefits	425,935	310,318	219,876	413,422
Supplies & Materials	135,430	98,901	116,778	7,350
Repair & Maintenance	2,716	1,545	1,000	2,000
Contractual Services	1,362,265	42,335	47,552	63,000
Other/Misc. Expenses	237,768	287,572	266,786	322,000
Capital Outlay	21,856	44,398	48,000	185,000
Subtotal -Utility Billing	2,185,969	785,070	699,993	992,772
TOTAL - Financial Services	3,901,357	2,617,432	2,442,152	3,114,320

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	757,453	833,710
Supplies & Materials	165,687	79,796	151,464	212,250
Repair & Maintenance	1,074,887	111,522	240,170	468,000
Contractual Services	2,482,955	2,619,947	3,544,091	3,397,500
Other/Misc. Expenses	306,514	148,156	322,566	394,500
Capital Outlay	485,767	-	70,979	385,000
Subtotal -Water & Wastewater	5,314,216	3,711,751	5,086,723	5,690,960
Public Works Admin				
Salaries & Benefits	374,628	224,934	123,263	526,481
Supplies & Materials	21,613	18,655	1,000	3,000
Repair & Maintenance	182	-	-	-
Contractual Services	5,454	4,767	6,727	7,500
Other/Misc. Expenses	10,729	257	500	1,600
Subtotal -Public Works Admin	412,607	248,613	131,490	538,581
Streets & Drainage				
Salaries & Benefits	(1,883)	-	493,245	771,115
Supplies & Materials	-	1,059	62,430	68,000
Repair & Maintenance	-	1,019	46,853	130,000
Contractual Services	-	10,299	137,083	434,000
Other/Misc. Expenses	-	29,800	217,769	225,000
Capital Outlay	62,448	-	-	1,844,075
Subtotal -Streets & Drainage	60,565	42,176	957,380	3,472,190
TOTAL - Public Works	5,787,387	4,002,541	6,175,593	9,701,731
City Administration	4,581,748	5,959,780	1,915,366	2,527,940
Communications	1,581,815	1,192,251	1,611,420	1,781,766
Community Services	2,055,973	1,448,639	993,363	2,324,209
Development Services	1,030,409	1,515,467	993,446	1,774,435
Financial Services	3,901,357	2,617,432	2,442,152	3,114,320
Information Technology	869,139	843,397	783,002	987,878
Police	5,424,220	5,346,633	5,492,224	6,268,567
Public Works	5,787,387	4,002,541	6,175,593	9,701,731
TOTAL	25,232,048	22,926,139	20,406,566	28,480,846

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	General Fund Revenue							
10-5001	Advalorem Taxes-Current	7,026,157	7,339,294	8,311,759	8,695,208	8,910,036	11,759,238	Certified roll
10-5003	Advalorem Tax - Prior Years	12,038	(1,245)	(26,331)	-	12,604	-	
10-5004	Property Tax Rebates	-	-	(645,054)	(886,147)	(792,046)	(886,147)	
10-5005	City Sales Tax	2,435,424	2,639,430	3,536,668	3,805,456	3,314,941	4,186,002	
10-5006	1/2 Sales Tax / Prop. Tax Red.	1,217,712	1,428,170	1,805,768	1,902,728	1,657,470	2,093,001	
10-5007	Sales Tax Rebates	-	-	(13,669)	(63,669)	(78,766)	(84,000)	
10-5008	City Liquor Sales Tax	27,273	32,617	30,195	35,000	32,720	34,000	
10-5021	Franchise Fee Electric	533,918	579,130	587,735	600,000	642,953	650,000	
10-5022	Franchise Fee Gas	54,726	62,525	58,165	68,000	-	65,355	
10-5023	Franchise Fee Telephone	199,125	91,809	42,788	130,000	10,544	12,000	
10-5024	Franchise Fee Cable	143,387	176,505	223,718	250,000	112,018	225,000	
10-5030	PD Bike Patrol Donations	700	-	-	-	-	-	
10-5041	Interest Earned	71,646	177,635	94,541	150,000	15,698	20,000	
10-5052	Solid Waste Late Fees	-	-	-	25,000	20,042	-	
10-5054	Overages / Shortages	(14)	(151)	(150)	-	1	-	
10-5061	Liquor Permits	350	700	175	700	1,025	1,000	
10-5062	Rental Income	52,239	75,874	74,290	75,000	73,255	-	YMCA agreement will not have them paying rent
10-5063	Donations	20	500	20	500	-	-	
10-5064	Sale of Assets	283,000	-	-	10,000	-	-	
10-5067	Grant Revenue	269,253	2,500	23,710	15,596	80,301	-	
10-5071	Special Programs Donations	481	1,588	467	-	-	-	
10-5073	Event Revenue	43,097	42,688	15,075	21,344	10,918	20,000	
10-5098	Open Record Req City Sec	-	526	940	1,000	38	-	
10-5099	Miscellaneous Income	70,965	57,601	34,550	80,000	309,153	50,000	
10-5101	Subdiv. & Zoning Review Fees	174,378	424,443	259,331	240,000	212,245	250,000	
10-5102	Subdivision Inspection Fees	483,203	569,160	1,440,382	1,250,000	1,039,914	1,000,000	
10-5115	Drainage Fees	236,568	411,783	443,774	235,175	343,374	450,000	
10-5121	Building Permit Fees	857,491	1,339,719	1,373,453	1,500,000	2,153,967	1,750,000	
10-5122	Building Inspection Fees	76,795	165,195	189,668	220,000	220,951	220,000	
10-5123	Plan Review Fees	28,783	24,309	23,387	30,000	46,059	30,000	
10-5131	Reproduction Fees (Maps & Doc)	103	80	20	100	20	-	
10-5132	Technology Fee	11,062	218,362	52,363	150,000	23,122	32,000	
10-5301	General Fines Collection	261,438	304,577	231,580	300,000	206,223	230,000	
10-5305	Child Safety Fees	1,456	2,734	1,834	2,500	2,089	2,500	
10-5311	Interlocal Agency Revenue	-	14,400	14,400	64,400	67,700	50,000	
10-5313	Lot Cleaning	2,502	9,995	2,660	9,994	1,463	1,000	
10-5315	Animal Control Fees	2,595	1,515	1,280	2,000	2,125	3,000	
10-5316	Alarm Permit Fees	15,175	12,225	8,400	-	-	-	
10-5317	Accident/Incident Report Fee	1,067	72	24	75	-	-	
10-5318	PD Open Records	24	-	-	100	-	-	
10-5319	Vendor/Peddler Permits	1,500	1,825	2,400	1,000	2,475	2,200	
10-5401	Parks Facility Rental Fee	8,533	13,695	17,498	6,848	58,450	40,000	Pavillion rent
10-5402	Park Recreation Program Fees	130,146	170,175	32,665	85,088	5,125	5,000	
10-5403	Library Fines	4,180	5,177	2,678	5,000	1,315	2,500	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
10-5404	Gin Rental Fees	4,400	-	-	-	-	-	
10-5405	Library Membership	320	500	180	500	190	250	
10-5406	Library Copy/Fax Fees	4,172	4,348	1,989	3,500	584	1,000	
10-5407	Communications & Marketing Revenue	-	1,039	1,044	1,200	-	-	
	Transfer from Hot Fund						150,000	
	Transfer from HEDC						125,000	
	Total Revenue	14,747,389	16,403,024	18,256,370	19,023,196	18,720,293	22,489,898	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	City Manager's Office							
10-010-001-6001	Salaries	409,647	840,306	779,126	363,350	334,041	590,443	
10-010-001-6004	Overtime	(16)	(16)	-	-	-	-	
10-010-001-6011	Vehicle Allowance	14,958	27,949	22,498	14,400	6,654	18,000	
10-010-001-6013	Phone Allowance	748	1,326	724	720	645	720	
10-010-001-6021	Longevity	235	605	802	305	335	305	
10-010-001-6022	Certification Pay	1,183	1,105	437	-	-	-	
10-010-001-6031	Merit & Market Adjustment	33,000	-	-	7,310	-	17,713	
10-010-001-6051	Fica & Medicare	30,227	51,391	41,498	37,590	27,131	47,979	
10-010-001-6052	State Unemployment Tax (TWC)	567	309	58	430	1,217	750	
10-010-001-6053	TMRS	56,541	98,104	63,310	59,700	47,100	74,196	
10-010-001-6054	Workers Comp Ins	8,972	12,687	12,987	2,105	1,002	1,000	
10-010-001-6061	Health & Life Insurance	27,051	46,660	31,373	48,300	17,749	48,300	
10-010-001-6201	Office Supplies	2,243	5,943	4,522	5,000	973	1,000	
10-010-001-6203	Reference Books/Materials	1,203	-	-	250	-	-	
10-010-001-6204	Special Events/Awards	6,230	8,570	3,173	2,000	135	-	
10-010-001-6205	Food/Meals	4,128	11,995	6,053	6,000	1,044	1,500	
10-010-001-6206	Clothing & Uniforms	-	-	-	-	-	-	
10-010-001-6209	Special Event/Contract Management (GAR)	162,645	330,000	30	-	-	-	
10-010-001-6211	Furniture & Office Equip.	-	852	-	500	-	-	
10-010-001-6212	Technology Equip. & Supplies	-	-	-	-	-	-	
10-010-001-6231	Fuel & Mileage	341	540	461	100	-	-	
10-010-001-6299	Other Supplies & Materials	1,689	942	321	500	108	150	
10-010-001-6401	Attorney Services	156,388	215,920	66,495	-	559	-	
10-010-001-6402	Advertising & Legal Notices	-	-	-	-	-	-	
10-010-001-6403	Contract Labor	-	-	-	20,250	-	-	
10-010-001-6405	Professional Services	22,061	84,974	200,554	85,000	36,808	25,000	
10-010-001-6410	Outside Printing	2,299	-	176	500	50	50	
10-010-001-6412	Software Licensing & Maint Fee	-	500	-	-	88	-	
10-010-001-6414	Concert Event Mgmt (RSB)	-	250,000	109,870	-	-	-	
10-010-001-6502	Training & Development	21,357	81,873	43,320	10,000	720	12,000	
10-010-001-6504	Postage	580	271	452	500	7	250	
10-010-001-6507	Membership Dues & Subscriptions	9,308	16,621	6,278	7,500	4,326	5,000	
10-010-001-6508	Other Insurance & Bonds	-	-	260	500	-	500	
10-010-001-6550	Economic Development	756	-	220	-	-	-	
10-010-001-6555	Contingency	18,119	4,146	-	-	-	-	
	Total City Manager's Office	992,462	2,093,571	1,394,997	672,810	480,695	844,856	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	City Council							
10-010-002-6001	Salaries	-	-	-	-	17,400	69,600	
10-010-002-6051	Fica/Medicare	-	-	-	-	1,331	5,324	
10-010-002-6052	State Unemployment Taxes (TWC)	-	-	-	-	395	-	
10-010-002-6054	Workers Comp Ins	-	-	-	-	14	18	
10-010-002-6201	Office Supplies	194	998	278	700	96	250	
10-010-002-6203	Reference Books/Materials	-	-	-	-	-	-	
10-010-002-6204	Special Events/Awards	2,927	6,932	1,680	5,000	(5)	500	
10-010-002-6205	Food/Meals	4,998	6,018	4,364	5,000	587	1,000	
10-010-002-6206	Clothing & Uniforms	-	572	285	800	59	-	
10-010-002-6211	Furniture & Office Equip.	-	1,688	-	500	25	-	
10-010-002-6212	Technology Equip. & Supplies	16	356	-	500	8	500	
10-010-002-6231	Fuel & Mileage	145	-	250	500	-	-	
10-010-002-6299	Other Supplies & Materials	364	347	182	250	106	250	
10-010-002-6401	Attorney Services	-	-	-	-	-	-	
10-010-002-6403	Contract Labor	39,150	99,600	47,850	52,200	26,775	-	
10-010-002-6405	Professional Services	18,622	14,523	101,719	46,528	44,881	-	
10-010-002-6410	Outside Printing	295	197	-	250	-	-	
10-010-002-6412	Software Licensing & Maint Fee	15,254	17,330	-	-	-	-	
10-010-002-6481	Boards & Commissions	4,795	2,512	2,123	5,000	24	4,000	
10-010-002-6502	Training and Development	2,591	13,426	3,930	7,000	755	7,000	
10-010-002-6507	Membership Dues & Subscriptions	9,056	9,707	4,859	10,000	6,148	6,000	
10-010-002-6561	Contribution to Civic Programs	236,406	124,700	203,500	196,472	103,583	120,400	
10-010-002-6562	Economic Development Agreement	341,752	451,391	9,707	-	-	-	
10-010-002-6564	Hope Alliance (Williamson County Crisis Center)	15,000	15,000	15,000	15,000	11,250	15,000	
10-010-002-6600	Williamson County Children's Advocacy Center	15,000	15,000	15,000	15,000	7,500	15,000	
10-010-002-6606	WCCHD	-	56,005	59,612	62,200	62,120	62,200	
10-010-002-6607	ESD #3	79,076	-	-	-	-	-	
	Total City Council	785,640	836,303	470,339	422,900	283,053	307,042	
	Legal							
10-010-003-6001	Salaries	-	-	-	150,000	-	-	
10-010-003-6051	Fica/Medicare	-	-	-	11,475	-	-	
10-010-003-6052	State Unemployment Taxes (TWC)	-	-	-	144	-	-	
10-010-003-6053	TMRS	-	-	-	18,225	-	-	
10-010-003-6061	Health/Life Insurance	-	-	-	6,000	-	-	
10-010-003-6201	Office Supplies	-	-	-	250	-	-	
10-010-003-6203	Reference Books/Materials	-	-	-	500	-	-	
10-010-003-6211	Furniture & Office Equip	-	-	-	250	-	-	
10-010-003-6231	Fuel & Mileage	-	-	-	250	-	-	
10-010-003-6401	Attorney Svcs	-	-	-	500,000	258,545	-	Moved to non-departmental
10-010-003-6502	Training & Development	-	-	-	1,500	-	-	
10-010-003-6504	Postage	-	-	-	150	-	-	
10-010-003-6507	Membership Dues & Subscriptions	-	-	-	500	-	-	
		-	-	-	689,244	258,545	-	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Human Resources							
10-010-004-6001	Salaries	292,706	274,872	315,285	142,000	100,258	225,000	new HR Coordinator - hire in April
10-010-004-6004	Overtime	110	152	-	-	-	-	
10-010-004-6011	Vehicle Allowance	6,646	7,377	10,725	63	63	-	
10-010-004-6013	Cell Phone Allowance	1,108	1,085	875	-	-	720	
10-010-004-6021	Longevity	-	-	355	135	165	-	
10-010-004-6022	Certification Pay	-	470	437	-	-	-	
10-010-004-6031	Merit / Market Adjustment	-	-	-	4,560	-	6,750	
10-010-004-6051	Fica / Medicare	22,715	19,580	23,510	11,990	10,580	17,784	
10-010-004-6052	State Unemployment Tax (TWC)	1,267	(322)	91	393	816	600	
10-010-004-6053	TMRS	38,344	33,325	41,320	19,040	18,977	27,501	
10-010-004-6054	Workers Comp Ins	3,025	4,055	5,222	1,037	592	923	
10-010-004-6061	Health / Life Insurance	22,052	28,633	32,203	18,920	10,678	29,100	
10-010-004-6201	Office Supplies	2,277	1,775	1,153	500	20	1,000	
10-010-004-6205	Food/Meals	570	536	113	500	79	500	
10-010-004-6211	Furniture & Office Equip.	-	92	-	500	-	-	
10-010-004-6231	Fuel & Mileage	-	514	-	100	-	250	
10-010-004-6299	Other Supplies & Materials	377	165	152	500	-	500	
10-010-004-6401	Attorney Services	12,921	-	-	-	-	-	
10-010-004-6405	Professional Services	41,049	43,415	47,382	70,000	65,923	50,000	
10-010-004-6412	Software Licensing & Maint Fee	-	13,847	4,788	15,000	-	20,000	
10-010-004-6437	Recruitment Expenses	42,975	33,786	45,949	78,000	77,456	50,000	
10-010-004-6438	Drug Testing Svcs	1,438	5,578	2,802	4,000	3,367	4,000	
10-010-004-6439	Relocation Expenses	18,969	2,317	355	30,000	30,155	20,000	
10-010-004-6440	Background Check	4,633	9,686	3,108	3,500	344	3,500	
10-010-004-6489	City Employee Functions	3,208	12,207	6,894	10,000	2,621	10,000	
10-010-004-6496	Employee Development(Citywide)	925	3,055	46	3,000	-	6,000	
10-010-004-6502	Training and Development	8,460	8,483	1,439	2,500	-	6,000	
10-010-004-6503	Tuition Reimbursement Program	5,194	7,905	5,988	6,000	3,920	5,000	
10-010-004-6504	Postage	237	266	-	200	-	200	
10-010-004-6507	Membership Dues & Subscriptions	553	806	107	500	-	900	
10-010-004-6599	Other Expenses	-	-	-	-	-	-	
	Total Human Resources	531,760	513,661	550,297	422,938	326,014	486,228	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Economic Development							
10-010-006-6001	Salaries	155,278	365,463	351,636	160,000	36,200	150,000	
10-010-006-6003	Seasonal Labor	1,573	1,539	329	-	-	-	
10-010-006-6004	Overtime	1,528	-	-	-	-	-	
10-010-006-6011	Vehicle Allowance	1,108	7,516	6,718	-	1,385	6,000	
10-010-006-6013	Phone Allowance	1,118	1,708	939	-	-	720	
10-010-006-6021	Longevity	-	380	560	90	-	-	
10-010-006-6031	Merit/Market Adjustment	-	-	-	2,250	-	4,500	
10-010-006-6051	Fica/Medicare	12,069	27,285	27,693	13,565	3,208	12,333	
10-010-006-6052	State Unemployment Tax (TWC)	291	248	78	288	162	350	
10-010-006-6053	TMRS	20,714	44,844	15,506	21,550	5,105	19,072	
10-010-006-6054	Workers Comp Ins	3,668	4,554	5,099	1,443	526	923	
10-010-006-6061	Health/Life Insurance	16,365	30,649	24,271	19,200	941	15,465	
10-010-006-6201	Office Supplies	376	1,254	88	250	-	500	
10-010-006-6203	Reference Books/Materials	-	-	-	-	-	-	
10-010-006-6204	Special Events/Awards	83,808	134,078	45,918	-	115	500	
10-010-006-6205	Food/Meals	87	1,460	1,623	250	924	1,000	
10-010-006-6206	Clothing & Uniforms	-	439	175	-	-	-	
10-010-006-6208	Tradeshows	-	10,491	921	-	-	10,500	
10-010-006-6211	Furniture & Office Equip.	-	-	-	500	-	-	
10-010-006-6212	Technology Equip. & Supplies	-	-	-	-	-	-	
10-010-006-6231	Fuel & Mileage	632	648	215	250	-	350	
10-010-006-6299	Other Supplies & Materials	2,768	250	-	500	-	500	
10-010-006-6304	Vehicle Repair & Maint.	622	593	19	-	-	-	
10-010-006-6402	Advertising/Legal Notices	143	7,332	90	-	-	2,500	
10-010-006-6403	Contract Labor	-	12,894	-	-	-	-	
10-010-006-6405	Professional Svcs	9,678	26,790	9,145	15,000	14,593	30,000	
10-010-006-6408	Lease/Rental Svcs	2,188	-	558	-	-	-	
10-010-006-6410	Outside Printing	2,542	6,549	3,771	-	-	500	
10-010-006-6412	Software Licensing & Maint Fee	6,038	6,340	6,657	7,000	6,657	7,000	
10-010-006-6502	Training & Development	3,981	28,498	6,618	2,000	-	5,000	
10-010-006-6504	Postage	28	229	8	100	-	100	
10-010-006-6507	Membership Dues & Subscriptions	1,890	1,375	11,403	13,000	5,000	5,000	
10-010-006-6563	Dwtn/Historical Facade Grants	22,230	10,933	1,585	-	-	-	
10-010-006-6585	EDC Purchases to be reimbursed	3,680	-	-	-	-	-	
10-010-006-6603	Machinery & Equipment	-	62,448	-	-	-	-	
	Total Economic Development	354,404	796,787	521,621	257,236	74,815	272,814	

CITY OF HUTTO
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		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Finance							
10-020-001-6001	Salaries	387,482	595,308	656,458	480,470	383,902	763,923	
10-020-001-6004	Overtime	515	687	328	500	-	500	
10-020-001-6011	Vehicle Allowance	2,963	7,219	6,350	-	805	6,000	
10-020-001-6013	Cell Phone Allowance	2,296	2,541	1,447	1,440	1,021	-	
10-020-001-6021	Longevity	340	407	505	915	1,020	1,000	
10-020-001-6031	Merit / Market Adjustment	-	-	-	8,950	-	22,918	
10-020-001-6051	Fica / Medicare	29,936	43,981	49,743	50,450	30,479	60,767	
10-020-001-6052	State Unemployment Tax (TWC)	1,399	626	108	1,150	1,974	1,150	
10-020-001-6053	TMRS	49,854	72,426	80,939	80,129	49,563	93,970	
10-020-001-6054	Workers Comp Ins	9,206	8,934	6,303	2,029	3,302	3,229	
10-020-001-6061	Health / Life Insurance	31,161	45,460	48,523	134,244	31,844	80,313	
10-020-001-6201	Office Supplies	3,099	7,155	1,982	3,000	2,139	2,000	
10-020-001-6203	Reference Books/Materials	-	-	-	250	-	250	
10-020-001-6205	Food/Meals	1,011	370	182	500	114	250	
10-020-001-6206	Clothing & Uniforms	-	-	-	-	-	-	
10-020-001-6211	Furniture & Office Equip.	-	1,119	-	500	-	-	
10-020-001-6212	Technology Equip. & Supplies	4,214	47	776	1,000	1,283	3,000	
10-020-001-6231	Fuel & Mileage	316	850	32	250	306	-	
10-020-001-6299	Other Supplies & Materials	141	145	-	12,950	975	2,000	
10-020-001-6405	Professional Services	13,905	32,981	38,233	170,602	121,670	100,000	Bond & contract review
10-020-001-6410	Outside Printing	148	-	103	250	5	250	
10-020-001-6412	Software Licensing & Maint Fee	195	13,813	2,688	6,000	3,614	4,000	
10-020-001-6441	Audit Services	68,200	68,495	81,370	89,000	79,400	55,000	
10-020-001-6442	Property Tax Collection Svc	-	2,406	-	2,500	-	-	
10-020-001-6443	Williamson County Appraisal	53,418	56,915	78,006	80,000	58,155	80,000	
10-020-001-6502	Training and Development	10,333	14,694	2,906	8,000	465	8,000	
10-020-001-6504	Postage	581	1,550	1,363	100	27	100	
10-020-001-6505	Bank & Finance Charges	35,292	52,016	93,629	103,128	207,600	250,000	
10-020-001-6507	Membership Dues & Subscriptions	2,873	1,751	2,287	2,000	2,036	2,500	
10-020-001-6509	Misc Recon Expenses	2,498	5,054	(16,075)	1,700	10,865	-	
10-020-001-6551	Property Insurance	20,970	39,415	42,814	45,000	44,123	45,000	
10-020-001-6552	Liability Insurance	76,960	48,541	42,565	50,000	60,191	65,000	
10-020-001-6553	Errors & Omissions	6,198	7,946	9,114	15,000	16,382	17,000	
10-020-001-6554	Claims & Settlements	-	397	59,500	-	-	-	
	Total Finance	815,502	1,133,249	1,292,177	1,352,007	1,113,262	1,668,120	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Municipal Court							
10-020-011-6001	Salaries	114,036	139,410	119,864	107,790	92,229	111,020	
10-020-011-6003	Seasonal/Appointed Labor	45,988	52,130	49,267	87,750	55,037	59,000	
10-020-011-6004	Overtime	1,109	-	-	250	69	250	
10-020-011-6011	Vehicle Pay	-	-	-	-	-	-	
10-020-011-6013	Cell Phone Allowance	-	-	-	-	-	-	
10-020-011-6021	Longevity	2,081	2,273	2,570	1,885	1,908	2,000	
10-020-011-6022	Certification Pay	-	-	-	-	-	-	
10-020-011-6031	Merit / Market Adjustment	-	-	-	3,235	-	3,331	
10-020-011-6051	Fica / Medicare	12,441	14,341	12,724	15,565	12,193	13,433	
10-020-011-6052	State Unemployment Tax (TWC)	810	98	168	575	814	600	
10-020-011-6053	TMRS	16,423	17,955	15,466	14,060	12,993	13,794	
10-020-011-6054	Workers Comp Ins	2,808	3,610	2,769	577	345	697	
10-020-011-6061	Health / Life Insurance	17,079	20,412	15,120	15,522	11,849	18,303	
10-020-011-6201	Office Supplies	2,143	1,285	531	500	188	500	
10-020-011-6203	Reference Books/Materials	39	-	96	150	-	150	
10-020-011-6205	Food/Meals	-	70	30	100	-	100	
10-020-011-6206	Clothing & Uniforms	-	-	-	-	-	-	
10-020-011-6211	Furniture & Office Equip.	90	-	-	-	-	500	
10-020-011-6212	Technology Equip. & Supplies	-	-	160	-	-	300	
10-020-011-6405	Professional Svcs	-	732	200	1,000	600	1,500	
10-020-011-6408	Lease / Rental Services	-	-	-	-	-	-	
10-020-011-6410	Outside Printing	18	388	-	250	113	250	
10-020-011-6412	Software Licensing & Maint Fee	214	5,574	8,601	8,750	13,511	22,500	
10-020-011-6413	Communication Services	-	-	-	-	-	-	
10-020-011-6502	Training and Development	2,083	1,932	1,005	500	200	1,500	
10-020-011-6504	Postage	-	668	357	100	-	-	
10-020-011-6505	Bank & Finance Charges	4,064	4,542	6,226	8,000	5,799	10,000	
10-020-011-6507	Membership Dues & Subscriptions	40	190	75	200	342	200	
10-020-011-6531	Judicial & D.A. Costs	-	-	-	-	-	-	
10-020-011-6532	Jury Fees	96	-	-	1,000	-	1,000	
10-020-011-6533	Court Costs & Arrest Fees	9,500	7,400	4,350	7,500	1,600	7,500	
	Total Municipal Court	231,062	273,008	239,579	275,259	209,792	268,428	

CITY OF HUTTO
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		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Planning & Development Services							
10-030-021-6001	Salaries	843,183	874,137	680,761	726,940	586,791	858,553	new Planner, Permit Tech, Building Inspector
10-030-021-6003	Seasonal Labor	1,435	-	-	-	-	-	
10-030-021-6004	Overtime	15,181	642	-	375	-	200	
10-030-021-6011	Vehicle Allowance	2,077	7,516	10,154	14,400	10,768	12,000	
10-030-021-6012	Clothing & Uniforms Allowance	1,015	716	-	400	250	600	increase for the added positions
10-030-021-6013	Cell Phone Allowance	2,650	2,526	3,180	2,880	2,164	5,120	
10-030-021-6021	Longevity	2,299	2,410	3,400	4,335	3,977	4,500	
10-030-021-6022	Certification Pay	1,258	551	-	-	386	500	
10-030-021-6031	Merit / Market Adjustment	-	-	-	21,810	-	25,757	
10-030-021-6051	Fica / Medicare	63,024	65,170	53,381	59,245	48,963	69,403	
10-030-021-6052	State Unemployment Tax (TWC)	3,217	172	165	1,417	2,370	1,500	
10-030-021-6053	TMRS	114,664	107,142	85,569	94,070	79,359	107,325	
10-030-021-6054	Workers Comp Ins	11,935	15,212	12,824	5,761	4,397	4,966	
10-030-021-6061	Health / Life Insurance	82,972	78,115	48,001	54,704	38,882	94,162	
10-030-021-6201	Office Supplies	6,120	5,260	3,280	2,980	1,224	3,300	
10-030-021-6203	Reference Books/Materials	1,023	2,176	68	780	643	950	
10-030-021-6204	Special Events/Awards	609	608	-	150	-	1,000	
10-030-021-6205	Food/Meals	177	185	-	250	66	1,000	
10-030-021-6206	Clothing & Uniforms	1,439	755	199	500	-	-	
10-030-021-6211	Furniture & Office Equip.	1,641	194	-	8,500	8,058	1,000	
10-030-021-6212	Technology Equip. & Supplies	164	-	119	700	448	10,700	
10-030-021-6215	Small Tools & Equip.	708	461	269	1,020	92	800	
10-030-021-6222	Breakroom Supplies	1,483	2,189	165	-	-	-	
10-030-021-6224	Safety Supplies	20	114	-	100	-	200	
10-030-021-6231	Fuel & Mileage	5,618	8,685	1,596	3,600	3,178	5,200	
10-030-021-6233	Signage	-	-	383	500	383	2,800	
10-030-021-6299	Other Supplies & Materials	223	338	490	1,000	144	200	
10-030-021-6304	Vehicle Repair & Maint.	311	1,124	50	-	25	-	
10-030-021-6405	Professional Services	288,178	80,057	89,287	430,000	36,536	460,000	staff augmentation allowance/comp plan/potential UDC rewrite post comp plan
10-030-021-6408	Lease / Rental Services	75,170	99,689	9,272	4,600	4,544	5,000	
10-030-021-6410	Outside Printing	1,157	540	38	550	250	550	
10-030-021-6411	Property Clean-up & Demolition	4,017	3,864	-	-	-	-	
10-030-021-6412	Software Licensing & Maint Fee	17,615	15,030	18,139	20,660	13,112	25,000	increase for added permits via MPN
10-030-021-6502	Training and Development	21,077	30,799	5,332	17,750	4,944	26,000	
10-030-021-6504	Postage	114	29,194	1,866	3,025	375	1,550	public hearings and comp plan contingency
10-030-021-6505	Bank & Finance Charges	-	-	-	-	-	-	
10-030-021-6507	Membership Dues & Subscriptions	1,834	1,532	2,422	3,165	4,575	4,600	increase for the added positions
10-030-021-6521	Utilities (Food Truck Lot)	206	-	-	-	-	-	
10-030-021-6541	Investigation Expenses	358	276	-	300	-	-	
10-030-021-6602	Vehicles	-	-	-	30,000	-	40,000	
	Total Planning & Devl Services	1,573,812	1,437,377	1,030,409	1,516,467	856,902	1,774,435	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Construction Inspection							
10-040-059-6001	Salaries	-	161,518	134,696	113,760	99,471	117,168	
10-040-059-6004	Overtime	-	1,124	476	500	766	600	
10-040-059-6011	Vehicle Allowance	-	-	-	-	-	-	
10-040-059-6012	Clothing/Uniform Allowance	-	400	400	400	400	400	
10-040-059-6013	Phone Allowance	-	316	-	-	-	-	
10-040-059-6021	Longevity	-	75	235	330	360	400	
10-040-059-6022	Certification Pay	-	-	-	-	-	-	
10-040-059-6031	Merit/Market Adjustment	-	-	-	3,415	-	3,515	
10-040-059-6051	Fica/Medicare	-	11,884	9,704	9,541	7,586	9,339	
10-040-059-6052	State Unemployment Taxes (TWC)	-	342	27	280	442	320	
10-040-059-6053	TMRS	-	18,341	16,455	15,150	13,179	14,442	
10-040-059-6054	Workers Compensation Insurance	1,392	2,183	2,184	1,105	632	1,019	
10-040-059-6061	Health/Life Insurance	-	14,820	15,719	28,041	12,999	15,741	
10-040-059-6205	Food/Meals	-	-	-	250	-	-	
10-040-059-6206	Clothing/Uniforms	-	-	28	500	-	500	2- hats \$20/ each 14 shirts \$22/each replacements if needed
10-040-059-6212	Technology Equip & Supplies	-	-	-	-	681	7,000	2 @ \$3500 laptops for daily reports, emails, maps, plans, update inspections on My Permit Now. Price given by IT
10-040-059-6215	Small Tools & Equipment	-	-	-	500	-	1,000	Valve key, fire hydrant wrench, sockets for manholes, pick for manholes,
10-040-059-6224	Safety Supplies	-	-	-	500	-	-	
10-040-059-6231	Fuel & Mileage	-	-	2,574	4,800	3,438	5,000	
10-040-059-6304	Vehicle Repair & Maintenance	-	-	165	-	560	750	
10-040-059-6406	Surveying Svcs	-	-	-	-	-	-	
10-040-059-6408	Lease & Rental Svcs	-	-	10,179	10,247	8,128	10,247	lease payments on trucks
10-040-059-6502	Training & Development	-	-	500	1,500	790	5,000	
10-040-059-6507	Membership Dues & Subscriptions	-	-	-	-	-	1,000	
10-040-059-6599	Other Expenses	-	-	21	-	44	-	
10-040-059-6691	Capital Leases	-	15,189	-	-	-	-	
	Total Construction Inspection	1,392	226,191	193,362	190,819	149,475	193,442	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Streets & Drainage							
10-040-060-6001	Salaries	-	-	-	402,905	309,747	525,983	new capital projects engineer
10-040-060-6004	Overtime	-	-	-	9,150	1,276	9,150	
10-040-060-6012	Clothing & Uniforms Allowance	-	-	-	1,600	1,400	1,900	
10-040-060-6013	Phone Allowance	-	-	-	-	-	-	
10-040-060-6021	Longevity	-	-	-	2,120	2,249	2,700	
10-040-060-6022	Certification Pay	-	-	-	900	1,125	1,100	
10-040-060-6031	Merit / Market Adjustment	-	-	-	11,810	-	15,779	
10-040-060-6051	Fica / Medicare	-	-	-	33,280	22,317	42,581	
10-040-060-6052	State Unemployment Tax (TWC)	-	(1,883)	-	1,300	1,511	1,500	
10-040-060-6053	TMRS	-	-	-	52,940	38,630	65,847	
10-040-060-6054	Workers Comp Ins	-	-	-	55,181	30,253	35,000	
10-040-060-6061	Health / Life Insurance	-	-	-	64,388	43,633	69,574	
10-040-060-6201	Office Supplies	-	-	-	800	58	500	
10-040-060-6204	Special Events	-	-	-	-	-	-	
10-040-060-6205	Food/Meals	-	-	-	500	-		
10-040-060-6206	Clothing & Uniforms	-	-	-	25,000	5,475	2,000	5 hats \$20/ ea 35 shirts \$22/ea = \$870 + replacement cost if needed.
10-040-060-6211	Furniture & Office Equip.	-	-	-	750	-		
10-040-060-6212	Technology Equip. & Supplies	-	-	-	-	-	-	
10-040-060-6215	Small Tools & Equip.	-	-	447	8,000	1,997	2,500	shovels, picks, ear protection
10-040-060-6224	Safety Supplies	-	-	-	5,000	688	2,000	gloves, earplugs, safety glases,
10-040-060-6231	Fuel & Mileage	1,511	-	-	20,000	10,599	15,000	
10-040-060-6232	Chemicals	-	-	-	3,000	729	1,500	bug spray, epoxy
10-040-060-6233	Signage	-	-	450	34,875	31,815	35,000	
10-040-060-6263	Traffic Control Supplies	-	-	-	10,000	210	9,000	Type 3 - 20 \$285/ea; barrels 20 @ \$56.13; 50 cones @ \$33/each; Must replace as current items are out of compliance.
10-040-060-6299	Other Supplies & Materials	-	-	161	5,000	455	500	
10-040-060-6320	Sidewalk Repair and Maint.	-	-	1,019	30,000	12,076	30,000	We repaired sidewalk in Hutto Park, Legends of Hutto, Enclaves, Creekbend, Glenwood. We will focus on the sidewalks in fritz, hutto lake, and creekside parks. We also will repair citizen request when asked.
10-040-060-6321	Street Repair & Maintenance	-	-	-	325,476	22,131	50,000	pot hole repair, crack seal, hot mix,flowable fill
10-040-060-6322	Drainage Repair & Maintenance	-	-	-	40,000	4,837	50,000	Legends of Huttto
10-040-060-6323	Trail Repair & Maintenance	-	-	-	-	-	-	
10-040-060-6403	Contract Labor	-	-	10,299	125,000	95,991	250,000	mowing contract ROW
10-040-060-6405	Professional Svcs	-	-	-	15,000	-	150,000	Laser truck pavement assessment; Develop capital improvement plan
10-040-060-6408	Lease / Rental Services	-	-	-	13,300	10,175	25,000	portable office building at shop and truck lease
10-040-060-6411	Property Cleanup & Demolition	-	-	-	3,500	3,599	4,000	
10-040-060-6412	Software Licensing & Maint Fee	-	-	-	7,833	4,472	5,000	dude solutions asset management.
10-040-060-6502	Training and Development	-	-	-	3,750	-	5,000	traffic control certification
10-040-060-6507	Membership Dues & Subscriptions	-	-	-	500	-		

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
10-040-060-6521	Utilities	-	-	1,110	50,000	11,463	20,000	
10-040-060-6522	Streetlights	-	-	28,690	165,000	170,011	200,000	maintain streelights in subdivisions
10-040-060-6602	Vehicles	-	-	-	-	-		
10-040-060-6603	Machinery & Equipment	-	62,448	-	-	-		
10-040-060-6691	Capital Lease	(17,643)	-	-	-	-		
	Capital Outlay - Streets						1,159,075	\$583,600 CR 137; \$325,475 Carl Stern; \$250,000 Live Oak
	Capital Outlay - Sidewalks	-	-	-	-	-	645,000	\$550,000 Lakeside Estates; \$95,000 Hutto Lake Park
	Capital Outlay - Other	-	-	-	-	-	40,000	Emory Farms Entrance
	Total Streets and Drainage	(16,132)	60,565	42,176	1,527,858	838,920	3,472,190	

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PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	HPD							
10-050-001-6001	Salaries	2,689,626	3,011,305	3,013,567	3,037,790	2,769,883	3,306,428	new Code Enforcement & Animal Control
10-050-001-6004	Overtime	162,057	151,472	125,153	125,050	130,501	125,050	
10-050-001-6011	Vehicle Allowance	-	-	-	-	-	-	
10-050-001-6012	Clothing & Uniforms Allowance	6,682	4,639	3,600	2,400	2,600	2,400	
10-050-001-6013	Cell Phone Allowance	-	-	-	-	-	-	
10-050-001-6021	Longevity	18,500	21,610	22,993	24,621	24,984	30,000	
10-050-001-6022	HPD Certification Pay	118,619	122,692	147,245	126,965	96,683	120,105	
10-050-001-6031	Merit / Market Adjustment	-	-	-	90,404	-	99,193	
10-050-001-6051	Fica / Medicare	222,235	237,728	241,768	262,615	235,691	281,763	
10-050-001-6052	State Unemployment Tax (TWC)	7,584	1,791	1,134	6,915	12,125	8,500	
10-050-001-6053	TMRS	401,085	407,960	405,832	417,050	394,163	435,720	
10-050-001-6054	Workers Comp Ins	51,933	60,114	45,557	91,829	71,067	151,622	
10-050-001-6061	Health / Life Insurance	308,803	348,106	323,605	442,003	273,736	454,587	
10-050-001-6201	Office Supplies	6,751	9,816	4,615	5,000	5,806	10,000	
10-050-001-6203	Reference Books/Materials	715	-	312	2,650	94	4,200	
10-050-001-6204	Special Events/Awards	2,698	966	628	3,200	1,601	3,200	
10-050-001-6205	Food/Meals	1,652	1,276	254	1,500	47	2,500	
10-050-001-6206	Clothing & Uniforms	43,580	51,693	43,341	61,000	46,560	79,600	
10-050-001-6211	Furniture & Office Equip.	2,038	10,354	1,168	5,400	1,923	5,400	
10-050-001-6212	Technology Equip. & Supplies	22,571	41,469	18,426	43,500	30,819	48,500	
10-050-001-6213	Communication Equip & Supplies	102,156	101,239	132,688	125,655	104,594	100,000	
10-050-001-6214	Automotive Supplies	-	98	-	1,500	70	1,500	
10-050-001-6215	Small Tools & Equipment	720	607	402	-	-	500	
10-050-001-6217	Investigative Equip.& Supplies	14,180	7,244	4,491	10,500	3,978	24,000	
10-050-001-6218	Patrol Equip. & Supplies	12,091	24,334	2,602	30,000	2,187	39,000	
10-050-001-6219	K9 Supplies & Maint	1,142	20,465	4,238	6,000	2,417	6,000	
10-050-001-6222	Breakroom Supplies	603	-	226	-	-	-	
10-050-001-6224	Safety Supplies	1,275	4,949	1,590	19,696	14,049	4,500	
10-050-001-6231	Fuel & Mileage	112,636	109,300	78,738	92,800	79,749	102,000	
10-050-001-6264	Animal Control Supplies	1,632	2,099	134	500	48	500	
10-050-001-6291	Ammunition & Firearms	26,424	29,159	28,752	30,000	12,519	45,000	
10-050-001-6298	Traffic Unit Supplies	-	-	450	2,500	150	2,500	
10-050-001-6299	Other Supplies & Materials	1,478	3,724	5,186	5,000	8,614	8,000	
10-050-001-6301	Building Repair & Maint.	159	7,108	5,877	-	459	5,000	
10-050-001-6302	Equipment Repair & Maint.	2,475	5,025	672	5,500	829	3,200	
10-050-001-6304	Vehicle Repair & Maint.	94,569	74,931	49,824	7,500	5,707	10,000	
10-050-001-6405	Professional Services	5,859	6,995	6,415	19,700	16,332	30,000	
10-050-001-6408	Lease / Rental Services	14,756	14,782	22,673	17,706	13,356	9,500	
10-050-001-6410	Outside Printing	2,550	2,116	3,592	4,000	2,125	5,000	
10-050-001-6411	Property Clean-up & Demolition	-	-	-	-	-	4,000	
10-050-001-6412	Software Licensing & Maint Fee	6,214	6,885	7,633	17,800	16,282	42,000	
10-050-001-6413	Communication Services	28,236	550	-	39,000	37,198	42,000	
10-050-001-6437	Recruitment Expenses	2,780	4,021	230	4,500	4,195	8,000	
10-050-001-6471	Veterinarian Svcs	213	-	-	250	-	1,000	
10-050-001-6472	Animal Shelter Svcs	73,429	74,227	136,341	110,000	117,588	125,000	
10-050-001-6502	Training and Development	41,544	77,962	34,528	62,700	42,817	63,000	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
10-050-001-6504	Postage	462	1,180	2,975	600	116	600	
10-050-001-6507	Membership Dues & Subscriptions	4,259	4,695	7,088	8,150	976	2,000	
10-050-001-6521	Utilities	1,032	4,475	17,548	13,500	12,335	17,000	
10-050-001-6541	Investigation Expenses	5,405	1,869	5,290	8,000	1,941	8,000	
10-050-001-6542	Crime Prevention/Community Outreach	15,596	15,986	3,988	10,000	871	24,000	
10-050-001-6543	Police Cadet Program	-	6,604	288	7,000	-	7,000	
10-050-001-6602	Vehicles	-	570,718	-	306,000	-	360,000	
10-050-001-6612	Building & Facility Development	-	-	34,709	-	1,249	-	
10-050-001-6691	Capital Lease	229,388	272,916	384,167	-	-	-	
	HPD Total	4,870,390	5,939,255	5,382,533	5,715,949	4,601,035	6,268,567	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	City Secretary							
10-060-003-6001	Salaries	142,114	178,410	101,173	146,831	114,198	157,629	
10-060-003-6004	Overtime	732	35	1,185	1,600	-	1,600	
10-060-003-6011	Vehicle Pay	-	-	-	-	-	-	
10-060-003-6013	Cell Phone Allowance	97	-	-	-	-	-	
10-060-003-6021	Longevity	574	60	220	-	-	500	
10-060-003-6022	Certification Pay	156	903	437	-	-	500	
10-060-003-6031	Merit / Market Adjustment	-	-	-	2,845	-	4,729	
10-060-003-6051	Fica / Medicare	10,957	13,300	7,716	12,335	8,207	12,619	
10-060-003-6052	State Unemployment Tax (TWC)	729	(36)	164	140	631	600	
10-060-003-6053	TMRS	19,248	20,597	12,697	19,590	14,461	19,515	
10-060-003-6054	Workers Comp Ins	2,272	2,937	1,833	352	207	646	
10-060-003-6061	Health / Life Insurance	10,297	12,160	5,003	16,800	11,853	19,851	
10-060-003-6201	Office Supplies	2,455	1,696	1,095	1,500	855	800	
10-060-003-6203	Reference Books/Materials	448	25	177	350	15	150	
10-060-003-6204	Special Events/Awards	17	16	-	-	-	-	
10-060-003-6211	Furniture & Office Equipment	767	71	-	350	-	-	
10-060-003-6212	Technology Equip. & Supplies	2,317	134	98	500	209	-	
10-060-003-6231	Fuel & Mileage	63	49	-	250	-	-	
10-060-003-6401	Attorney Services-Open Records	71,155	7,615	-	-	-	-	
10-060-003-6402	Advertising / Legal Notices	17,204	14,593	11,092	15,000	8,273	13,000	
10-060-003-6405	Professional Svcs	-	-	22,960	-	-	-	
10-060-003-6410	Outside Printing	-	-	35	-	-	-	
10-060-003-6412	Software Licensing & Maint Fee	19,889	34,621	38,093	26,044	26,239	30,000	
10-060-003-6431	Election Services	18,713	31,724	108	70,659	60,486	60,000	
10-060-003-6432	Codification Services	3,855	1,585	1,745	6,300	6,258	3,500	
10-060-003-6433	Records Management	3,392	3,309	1,118	2,000	2,655	3,500	
10-060-003-6502	Training and Development	5,313	4,041	891	1,500	475	1,500	
10-060-003-6504	Postage	280	306	232	500	8	400	
10-060-003-6506	Recording Fees	2,133	10,627	2,062	4,500	2,768	4,500	
10-060-003-6507	Membership Dues & Subscriptions	593	376	281	500	100	300	
10-060-003-6508	Other Insurance / Bonds	-	-	-	-	-	-	
	Total City Secretary	335,771	339,151	210,417	330,446	257,898	335,839	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Communications							
10-060-007-6001	Salaries	213,011	308,696	320,253	208,350	206,650	202,387	new communications specialist
10-060-007-6004	Overtime	1,941	337	2,468	2,065	-	2,500	
10-060-007-6011	Vehicle Allowance	7,200	11,302	13,507	7,200	5,384	-	
10-060-007-6013	Phone Allowance	720	1,130	1,352	720	645	-	
10-060-007-6021	Longevity	-	195	240	385	430	-	
10-060-007-6022	Certification Pay	-	-	-	-	-	-	
10-060-007-6031	Merit/Market Adjustment	-	-	-	7,150	-	6,072	
10-060-007-6051	Fica & Medicare	17,129	23,475	25,713	19,900	16,622	16,138	
10-060-007-6052	State Unemployment Tax (TWC)	678	341	60	430	781	600	
10-060-007-6053	TMRS	30,225	38,808	41,472	31,600	27,363	24,956	
10-060-007-6054	Workers Comp Ins	3,913	5,292	4,501	711	357	830	
10-060-007-6061	Health & Life Insurance	13,008	18,644	19,711	16,228	14,466	26,228	
10-060-007-6201	Office Supplies	342	713	1,071	1,000	140	600	
10-060-007-6205	Food/Meals	95	22	746	500	203	350	
10-060-007-6206	Clothing & Uniforms	65	-	-	-	-	1,100	
10-060-007-6211	Furniture & Office Equip.	42	171	623	250	-	250	
10-060-007-6212	Technology Equip. & Supplies	-	90	-	-	-	600	
10-060-007-6231	Fuel & Mileage	-	165	120	200	24	300	
10-060-007-6299	Other Supplies & Materials	554	150	140	-	-	-	
10-060-007-6402	Advertising & Legal Notices	4,842	1,975	362	4,000	12,086	27,000	
10-060-007-6403	Contract Labor	-	-	-	-	-	-	
10-060-007-6405	Professional Svcs	10,730	18,905	33,678	111,940	110,506	57,500	
10-060-007-6410	Outside Printing	661	-	-	-	-	-	
10-060-007-6412	Software Licensing & Maint Fee	13,409	14,641	8,673	7,000	2,656	35,326	
10-060-007-6502	Training & Development	1,236	2,546	1,688	2,000	-	3,000	
10-060-007-6507	Membership Dues & Subscriptions	549	1,195	315	1,000	400	1,000	
	Total Communications	320,350	448,793	476,693	422,629	398,713	406,737	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Library							
10-060-020-6001	Salaries	116,647	141,544	139,182	65,010	74,661	96,057	
10-060-020-6002	Part-Time Permanent	12,738	11,554	-	-	-	37,856	new circulation specialists
10-060-020-6003	Seasonal Labor	-	-	-	-	-	-	
10-060-020-6004	Overtime	543	410	230	250	-	250	
10-060-020-6011	Vehicle Pay	-	-	-	-	-	-	
10-060-020-6013	Phone Allowance	-	-	-	-	-	-	
10-060-020-6021	Longevity Pay	500	833	1,171	180	195	215	
10-060-020-6022	Certification Pay	704	602	292	-	-	-	
10-060-020-6031	Merit/Market Adjustment	-	-	-	2,700	-	4,017	
10-060-020-6051	Fica/Medicare	8,069	10,982	10,676	7,270	6,023	10,587	
10-060-020-6052	State Unemployment Tax (TWC)	656	(4)	163	280	568	600	
10-060-020-6053	TMRS	17,513	18,697	17,077	11,545	9,742	16,372	
10-060-020-6054	Workers Comp Ins	2,277	2,651	2,193	665	413	768	
10-060-020-6061	Health/Life Insurance	19,044	23,058	17,046	15,459	10,788	15,459	
10-060-020-6201	Office Supplies	3,745	4,307	2,140	2,100	1,593	3,500	
10-060-020-6203	Reference Books/Materials	-	-	-	-	-	-	
10-060-020-6204	Special Events/Awards	3,301	4,205	1,572	3,800	3,483	9,800	
10-060-020-6206	Clothing & Uniforms	-	-	-	-	-	-	
10-060-020-6211	Furniture & Office Equip.	-	659	99	1,900	40	500	
10-060-020-6212	Technology Equip. & Supplies	-	-	-	-	-	-	
10-060-020-6221	Janitorial Supplies	-	-	-	-	-	-	
10-060-020-6222	Breakroom Supplies	400	378	20	-	-	-	
10-060-020-6223	Landscaping Supplies	-	-	-	-	-	-	
10-060-020-6231	Fuel & Mileage	136	60	44	200	22	200	
10-060-020-6233	Signage	-	-	74	-	-	-	
10-060-020-6251	Library Collection Materials	19,937	25,212	16,597	29,000	23,599	25,000	
10-060-020-6252	Library Collection Subscriptions	3,998	3,410	6,008	6,000	5,296	10,000	
10-060-020-6253	Book Repair/Supplies	993	881	825	1,000	926	1,000	
10-060-020-6299	Other Supplies & Materials	176	141	108	-	-	-	
10-060-020-6301	Building Repair & Maint.	-	-	-	-	-	-	
10-060-020-6304	Vehicle Repair & Maint.	227	172	-	-	-	-	
10-060-020-6402	Advertising/Legal Notices	252	-	-	-	-	1,500	
10-060-020-6405	Professional Svcs	-	-	-	-	-	-	
10-060-020-6408	Lease/Rental Svcs	-	-	-	-	-	-	
10-060-020-6410	Outside Printing	-	-	171	200	-	200	
10-060-020-6412	Software Licensing & Maint Fees	1,600	1,600	1,939	2,400	2,200	2,400	
10-060-020-6413	Communication Svcs	-	-	-	-	-	-	
10-060-020-6502	Training & Development	1,391	445	467	1,500	60	1,500	
10-060-020-6504	Postage	891	995	663	1,000	183	1,000	
10-060-020-6507	Membership Dues & Subscriptions	843	920	720	1,000	846	1,000	
10-060-020-6521	Utilities	4,457	2,597	-	-	-	-	
10-060-020-6601	Furniture, Fixtures & Equipment	-	-	-	-	-	-	
10-060-020-6612	Building & Facility Development	-	-	-	-	-	-	
10-060-020-6701	Grant Expenses	-	-	-	-	-	-	
	Total Library	221,039	256,307	219,478	153,459	140,639	239,782	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Community Outreach & Programs							
10-060-025-6001	Salaries	-	-	28,022	68,060	75,732	127,250	
10-060-025-6003	Seasonal/Appointed Labor	-	-	-	-	-	-	
10-060-025-6011	Vehicle Allowance	-	-	-	-	-	-	
10-060-025-6013	Phone Allowance	-	-	241	720	645	720	
10-060-025-6021	Longevity	-	-	-	265	230	265	
10-060-025-6031	Merit/Market Adjustment	-	-	-	2,250	-	3,818	
10-060-025-6051	Fica/Medicare	-	-	1,980	5,985	6,424	10,102	
10-060-025-6052	State Unemployment Taxes (TWC)	-	-	-	140	441	320	
10-060-025-6053	TMRS	-	-	3,181	9,510	10,327	15,622	
10-060-025-6054	Workers Compensation Insurance	-	-	-	-	-	522	
10-060-025-6061	Health/Life Insurance	-	-	2,238	7,249	7,580	14,390	
10-060-025-6201	Office Supplies	-	-	-	200	-	200	
10-060-025-6204	Special Events	-	-	-	110,000	119,478	240,000	Increased due to adding National Night Out (\$60K) & International Festival (\$50K)
10-060-025-6205	Food/Meals	-	-	-	-	-	-	
10-060-025-6206	Clothing/Uniforms	-	-	-	-	-	-	
10-060-025-6208	Tradeshows	-	-	-	8,000	-	-	
10-060-025-6209	Special Event/Contract Management	-	-	250,000	250,000	224,405	250,000	
10-060-025-6211	Furniture & Office Equip	-	-	-	-	-	-	
10-060-025-6231	Fuel & Mileage	-	-	-	250	131	500	
10-060-025-6299	Other Supplies & Materials	-	-	-	-	-	200	
10-060-025-6402	Advertising & Legal Notices	-	-	-	-	-	15,000	
10-060-025-6405	Professional Svcs	-	-	-	8,000	4,098	8,000	
10-060-025-6408	Lease & Rental Svcs	-	-	-	1,680	1,333	5,000	
10-060-025-6410	Outside Printing	-	-	-	2,500	-	2,500	
10-060-025-6412	Software Licensing & Maint Fee	-	-	-	-	-	-	
10-060-025-6414	BCA Event Mgmt	-	-	-	250,000	168,843	100,000	
10-060-025-6502	Training & Development	-	-	-	1,500	1,249	2,000	
10-060-025-6504	Postage	-	-	-	-	-	-	
10-060-025-6507	Membership Dues & Subscriptions	-	-	-	2,000	1,295	3,000	
10-060-025-6565	Convention & Visitor's Bureau (10-15%)	-	-	-	5,000	3,979	-	
	Total Community Relations	-	-	285,663	733,309	626,188	799,408	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Information Technology							
10-060-030-6001	Salaries	109,521	126,905	154,209	122,886	107,000	160,135	
10-060-030-6004	Overtime	-	-	136	250	62	250	
10-060-030-6011	Vehicle Pay	-	-	-	-	-	-	
10-060-030-6013	Cell Phone Allowance	1,440	1,625	1,488	1,440	1,290	1,440	
10-060-030-6021	Longevity	310	430	434	590	683	800	
10-060-030-6022	Certification Pay	900	903	49	-	-	-	
10-060-030-6031	Merit/Market Adjustment	-	-	-	4,710	-	4,804	
10-060-030-6051	Fica / Medicare	8,760	9,660	11,648	12,710	8,764	12,808	
10-060-030-6052	State Unemployment Tax (TWC)	324	18	42	430	473	430	
10-060-030-6053	TMRS	15,122	15,643	18,967	20,190	14,274	19,807	
10-060-030-6054	Workers Comp Ins	1,969	2,236	1,984	445	299	657	
10-060-030-6061	Health / Life Insurance	13,505	15,085	14,795	34,824	12,042	23,347	
10-060-030-6201	Office Supplies	256	239	101	500	75	500	
10-060-030-6205	Food/Meals	84	231	138	200	50	200	
10-060-030-6210	Dept. Technology Equip & Supplies	56,316	85,929	19,523	50,000	16,564	50,000	
10-060-030-6211	Furniture & Office Equip.	-	271	524	500	-	500	
10-060-030-6212	Technology Equip. & Supplies	5,111	6,006	961	5,000	2,221	5,000	
10-060-030-6213	Communication Equipment & Supplies	4,879	12,508	1,572	8,000	43	8,000	
10-060-030-6231	Fuel & Mileage	119	42	80	200	-	200	
10-060-030-6299	Other Supplies & Materials	-	67	35	200	-	200	
10-060-030-6302	Equipment Repair & Maint.	-	-	-	-	-	-	
10-060-030-6401	Attorney Services-EDC	-	-	-	-	-	-	
10-060-030-6405	Professional Services	56,508	63,035	89,518	80,000	72,933	130,000	50k increase for IT Master Plan
10-060-030-6408	Lease/Rental Svcs	59,787	58,250	73,610	75,000	41,827	75,000	
10-060-030-6412	Software Licensing & Maint Fee	146,897	171,279	187,134	193,200	171,075	193,200	
10-060-030-6413	Communication Svcs	136,300	205,873	264,353	250,000	215,133	250,000	
10-060-030-6502	Training and Development	2,918	2,013	1,185	2,500	450	10,000	
10-060-030-6504	Postage	-	-	-	-	-	-	
10-060-030-6507	Membership Dues & Subscriptions	150	399	913	600	417	600	
10-060-030-6605	Computer Equipment / Software	44,411	73,371	-	40,000	-	40,000	
10-060-030-6691	Capital Lease	4,671	-	-	-	-	-	
	Total IT	670,256	852,019	843,397	904,375	665,674	987,878	

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		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Parks Maintenance							
10-090-039-6001	Salaries	-	-	213,579	195,865	129,816	264,710	
10-090-039-6003	Seasonal/Appointed Labor	-	-	-	-	-	-	
10-090-039-6004	Overtime	-	-	2,334	5,930	11,678	25,000	
10-090-039-6011	Vehicle Allowance	-	-	-	-	-	-	
10-090-039-6012	Clothing/Uniform Allowance	-	-	1,592	1,200	600	1,200	
10-090-039-6013	Phone Allowance	-	-	498	-	-	-	
10-090-039-6021	Longevity	-	-	-	1,565	1,636	2,000	
10-090-039-6022	Certification Pay	-	-	501	600	537	600	
10-090-039-6031	Merit/Market Adjustment	-	-	-	4,450	-	7,941	
10-090-039-6051	Fica/Medicare	-	-	15,859	19,320	11,696	23,061	
10-090-039-6052	State Unemployment Taxes (TWC)	-	-	381	865	769	865	
10-090-039-6053	TMRS	-	-	26,057	30,690	19,094	35,662	
10-090-039-6054	Workers Compensation Insurance	-	-	-	7,990	5,158	10,984	
10-090-039-6061	Health/Life Insurance	-	-	30,592	37,973	23,566	37,973	
10-090-039-6201	Office Supplies	-	160	-	250	-	250	
10-090-039-6203	Reference Books/Materials	-	-	77	450	-	-	
10-090-039-6204	Special Events	-	1,396	-	-	-	-	
10-090-039-6205	Food/Meals	-	394	-	250	-	-	
10-090-039-6206	Clothing/Uniforms	-	50	2,607	7,500	3,626	1,500	6 staff members - 6 hats 42 shirts
10-090-039-6211	Furniture & Office Equip	-	169	-	500	-	-	
10-090-039-6215	Small Tools & Equipment	-	-	3,771	5,000	-	-	
10-090-039-6221	Janitorial Supplies	-	-	-	250	-	-	
10-090-039-6222	Breakroom Supplies	-	23	-	500	132	-	
10-090-039-6223	Landscaping Supplies	-	8,242	1,573	5,000	449	-	
10-090-039-6224	Safety Supplies	282	1,396	1,273	2,000	-	-	
10-090-039-6231	Fuel & Mileage	-	355	6,145	8,000	5,689	8,000	splitting up staff using multiple trucks.
10-090-039-6299	Other Supplies & Materials	-	1,229	1,261	2,500	-	-	
10-090-039-6301	Building Repair & Maintenance	-	78	32	-	-	-	
10-090-039-6302	Equipment Repair & Maintenance	-	1,379	251	-	-	-	
10-090-039-6304	Vehicle Repair & Maintenance	-	3,322	133	-	-	-	
10-090-039-6323	Trail Repair & Maintenance	-	5,606	522	4,500	144	1,500	granite trail repair
10-090-039-6329	Playground Repair & Maintenance	947	784	-	5,000	18	-	
10-090-039-6330	Irrigation Repair & Maintenance	818	1,756	113	10,000	-	20,000	controler box, add irrigation fritz, brushy creek
10-090-039-6331	Park Grounds Maintenance	11,886	31,858	22,534	47,000	24,804	35,000	fertilizer, chemicals, port a john rental, irrigation parts, sprayer, light repairs
10-090-039-6332	Ball Field Maintenance	29,992	24,794	1,261	68,000	9,824	25,000	chalk, diamond dry, fertilizer, base plugs, fuse replacement, gate locks, adding soccer fields
10-090-039-6403	Contract Labor	-	-	-	-	-	215,000	Mowing contract: hutto lake \$2900 bi-weekly; brushy creek \$2550 bi-weekly; carmel creek trail \$960.00 bi-weekly; riverwalk drainage \$1105 bi-weekly
10-090-039-6405	Professional Svcs	-	-	-	42,000	-	20,000	structure design for fritz bridge, hutto lake bridge
10-090-039-6408	Lease & Rental Svcs	-	2,762	99	-	-	-	
10-090-039-6410	Outside Printing	-	323	-	-	-	5,000	signage at parks- rules hours, ETC
10-090-039-6412	Software Licensing & Maint Fee	-	-	-	3,933	2,209	20,000	civic rec and dude solutions software
10-090-039-6501	Licenses & Permits	-	-	-	-	-	-	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
10-090-039-6502	Training & Development	-	2,591	1,050	2,000	77		
10-090-039-6504	Postage	-	26	-	-	-		
10-090-039-6507	Membership Dues & Subscriptions	-	39	75	250	-		
10-090-039-6521	Utilities	-	-	-	-	-	25,000	
10-090-039-6602	Vehicles	-	79,054	-	29,400	-	-	
10-090-039-6603	Machinery & Equipment	-	140,539	114	-	-	-	
	Total Parks Maintenance	43,924	308,325	334,287	550,731	251,522	786,246	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Parks & Recreation							
10-090-040-6001	Salaries	326,019	687,412	329,643	133,320	86,644	83,768	
10-090-040-6002	Part-time Permanent	-	-	-	-	-	-	
10-090-040-6003	Seasonal Labor	47,089	66,574	9,757	4,000	-	-	
10-090-040-6004	Overtime	13,635	15,795	5,338	125	-	-	
10-090-040-6011	Vehicle Allowance	9,831	14,024	10,761	3,600	2,677	-	
10-090-040-6012	Clothing & Uniforms Allowance	-	1,577	62	-	-	-	
10-090-040-6013	Phone Allowance	277	1,769	1,546	360	617	-	
10-090-040-6021	Longevity	195	2,591	2,202	581	612	750	
10-090-040-6022	Certification Pay	398	1,043	539	-	-	-	
10-090-040-6031	Merit/Market Adjustment	-	-	-	4,000	-	2,513	
10-090-040-6051	FICA/Medicare	29,772	57,230	27,760	10,950	8,206	6,658	
10-090-040-6052	State Unemployment Tax (TWC)	1,948	1,687	134	288	451	288	
10-090-040-6053	TMRS	45,988	88,276	44,024	17,390	13,683	9,910	
10-090-040-6054	Workers Compensation Insurance	8,124	14,517	11,754	1,080	1,741	1,935	
10-090-040-6061	Health & Life Insurance	34,427	72,198	32,521	12,000	8,732	9,500	
10-090-040-6201	Office Supplies	2,197	881	45	500	16	-	
10-090-040-6203	Reference Books and Materials	-	84	-	100	-	-	
10-090-040-6204	Special Events	64,426	22,584	15,742	3,000	1,912	2,500	
10-090-040-6205	Food & Meals	382	1,352	103	500	37	-	
10-090-040-6206	Clothing & Uniforms	1,457	3,175	3,823	5,000	308	1,000	
10-090-040-6211	Furniture & Office Equipment	2,371	10	-	-	-	-	
10-090-040-6212	Technology Equip & Supplies	-	-	-	-	-	-	
10-090-040-6221	Janitorial Supplies	-	2,021	365	400	-	-	
10-090-040-6222	Breakroom Supplies	433	595	160	100	136	-	
10-090-040-6231	Fuel & Mileage	2,961	11,693	2,120	2,500	237	-	
10-090-040-6233	Signage	1,250	270	-	300	-	300	
10-090-040-6241	Rec Program Supplies	24,733	36,889	2,919	6,000	-	-	
10-090-040-6242	Athletic League Supplies	31,538	29,440	7,615	8,000	570	-	
10-090-040-6299	Other Supplies & Materials	682	1,235	504	500	39	-	
10-090-040-6331	Park Grounds Maintenance	-	40	8,136	-	735	-	
10-090-040-6332	Parks Facilities Maint (Field)	-	-	2,763	-	160	-	
10-090-040-6402	Advertising & Legal Notices	-	-	118	100	-	250	
10-090-040-6403	Contract Labor	24,278	28,502	8,753	15,000	742	-	
10-090-040-6405	Professional Svcs	-	20,000	-	-	-	-	
10-090-040-6408	Lease/Rental Services	6,290	11,784	8,299	10,000	8,926	10,000	portable building rental
10-090-040-6410	Outside Printing	593	126	166	250	-	250	
10-090-040-6412	Software Licensing & Maintenance	-	6,296	2,007	4,500	586	1,000	
10-090-040-6502	Training & Development	5,231	12,953	4,956	3,750	-	200	
10-090-040-6504	Postage	19	26	-	50	7	50	
10-090-040-6507	Membership Dues & Subscriptions	1,120	668	230	500	198	500	
10-090-040-6521	Utilities	1,378	346	15,146	18,000	19,773	20,000	
10-090-040-6602	Vehicles	-	-	-	-	-	-	
10-090-040-6701	Grant Expense	-	-	-	-	-	-	
10-090-040-6991	Capital Leases	-	-	-	-	-	-	
	Total Parks & Recreation	707,819	1,215,660	560,491	266,744	157,743	151,371	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Fleet Management							
10-090-050-6001	Salaries	63,806	74,503	59,749	59,225	49,499	61,002	
10-090-050-6002	Part-time Permanent	59	-	-	-	-	-	
10-090-050-6004	Overtime	4,661	684	-	-	-	-	
10-090-050-6011	Vehicle Allowance	-	-	-	-	-	-	
10-090-050-6012	Clothing Allowance	200	200	-	-	200	250	
10-090-050-6013	Phone Allowance	-	681	724	-	645	750	
10-090-050-6021	Longevity	-	140	100	145	160	200	
10-090-050-6022	Certification Pay	-	-	-	-	-	-	
10-090-050-6031	Merit/Market Adjustment	-	-	-	1,780	-	1,780	
10-090-050-6051	FICA/Medicare	4,589	5,799	4,665	4,680	4,405	4,895	
10-090-050-6052	State Unemployment Tax (TWC)	324	161	9	140	232	175	
10-090-050-6053	TMRS	9,194	9,405	7,398	7,430	6,957	7,569	
10-090-050-6054	Workers Comp Ins	733	2,439	850	177	117	250	
10-090-050-6061	Health/Life Insurance	6,126	3,860	758	3,316	730	1,000	
10-090-050-6201	Office Supplies	1,800	850	157	200	15	-	
10-090-050-6203	Reference Books/Materials	-	-	-	-	-	-	
10-090-050-6206	Clothing & Uniforms	1,073	1,052	717	1,200	1,459	1,200	hat and 7 shirts
10-090-050-6211	Furniture & Office Equip.	-	-	-	500	-	-	
10-090-050-6212	Technology Equipment and Supplies	-	-	-	-	-	-	
10-090-050-6215	Small Tools & Equip.	1,184	1,685	1,265	5,000	577	30,000	hydraulic lift \$15,000 tool package \$15,000
10-090-050-6221	Janitorial Supplies	7,431	1,991	63	250	-	250	
10-090-050-6222	Breakroom Supplies	3,584	-	-	-	-	-	
10-090-050-6223	Landscaping Supplies	-	-	-	-	-	-	
10-090-050-6224	Safety Supplies	6,085	698	-	500	-	-	
10-090-050-6231	Fuel & Mileage	1,085	506	260	500	247	1,000	
10-090-050-6299	Other Supplies & Materials	-	19	-	500	-	-	
10-090-050-6301	Building Repair & Maint.	51,141	381	51	-	-	-	
10-090-050-6302	Equipment Repair & Maint.	145	99	9,736	18,000	17,003	50,000	Blade repair \$21,000 plus additional normal maintenance
10-090-050-6304	Vehicle Repair & Maint.	4,369	1,254	11,010	68,200	24,659	80,000	\$50,000 contract for large repairs; \$30,000 normal repairs
10-090-050-6323	Grounds Repair & Maintenance	-	-	-	-	-	-	
10-090-050-6402	Advertising & Legal Notices	-	-	-	-	-	-	
10-090-050-6403	Contract Labor	-	-	-	-	-	-	
10-090-050-6408	Lease/Rental Svcs	1,318	-	-	-	-	-	
10-090-050-6412	Software Licensing & Maint Fee	-	-	1,500	2,567	2,066	5,000	dude solutions asset management.
10-090-050-6413	Communication Svcs	-	-	-	-	-	-	
10-090-050-6502	Training & Development	-	489	-	-	-	-	
10-090-050-6507	Memberships, Dues, & Subscriptions	-	72	-	250	-	250	
10-090-050-6521	Utilities	15,202	79	5,360	-	-	-	
10-090-050-6599	Other Expenses	-	-	-	-	-	-	
10-090-050-6602	Vehicles	-	-	-	30,000	17,984	45,000	
10-090-050-6612	Building & Facility Development	-	-	-	-	-	-	
	Total Fleet Management	184,108	107,046	104,372	204,560	126,955	290,571	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Facilities Maintenance							
10-090-051-6001	Salaries	-	80,320	108,052	126,600	71,925	129,150	
10-090-051-6004	Overtime	-	2,805	930	500	-	500	
10-090-051-6012	Clothing/Uniform Allowance	-	-	-	400	200	400	
10-090-051-6013	Phone Allowance	-	431	724	720	645	720	
10-090-051-6021	Longevity	-	-	200	95	110	200	
10-090-051-6022	Certification Pay	-	-	-	-	-	-	
10-090-051-6031	Merit/Market Adjustment	-	-	-	2,550	-	3,875	
10-090-051-6051	Fica/Medicare	-	5,977	8,095	10,165	5,792	10,316	
10-090-051-6052	State Unemployment Taxes (TWC)	-	94	32	280	270	280	
10-090-051-6053	TMRS	-	9,623	13,461	16,140	9,827	15,952	
10-090-051-6054	Workers Compensation Insurance	-	-	1,390	827	471	5,000	
10-090-051-6061	Health/Life Insurance	-	8,335	9,622	14,400	6,391	16,737	
10-090-051-6201	Office Supplies	-	475	-	250	-	250	
10-090-051-6206	Clothing/Uniforms	-	1,091	1,307	1,200	-	1,200	2 - hat \$20 7 shirts @ \$22/ each \$154
10-090-051-6211	Furniture & Office Equip	-	474	-	500	-	500	
10-090-051-6212	Technology Equip & Supplies	-	-	6,075	500	-	500	
10-090-051-6215	Small Tools & Equipment	-	1,162	7,324	14,000	1,947	15,000	Dewalt combo kit 1,083.62; Tool cart 1,050.25; Toolset 6,419.96; Tool Box 350.00; compressor \$500
10-090-051-6221	Janitorial Supplies	-	5,704	6,165	7,000	7,178	10,000	paper products, soap, sanitizer
10-090-051-6222	Breakroom Supplies	-	1,835	-	-	-	-	
10-090-051-6223	Landscaping Supplies	-	-	-	1,000	-	-	
10-090-051-6224	Safety Supplies	-	2,835	354	1,000	-	-	
10-090-051-6231	Fuel & Mileage	-	526	491	800	841	1,000	
10-090-051-6299	Other Supplies & Materials	-	258	164	500	-	500	eye protection, ear plugs, face guard etc...
10-090-051-6301	Building Repair & Maintenance	-	50,605	33,855	60,000	35,617	600,000	Generator at City Hall, police annex, public works building; police air conditioners
10-090-051-6408	Lease & Rental Svcs	-	-	894	1,000	2,681	3,500	
10-090-051-6409	Janitorial Svcs	-	-	52,992	78,000	56,851	80,000	PD, City Hall, PW shop, PD Annex
10-090-051-6412	Software Licensing & Maint Fee	-	-	-	1,017	566	5,000	dude solutions asset management.
10-090-051-6502	Training & Development	-	-	-	-	-	2,000	electric, plumbing, hvac
10-090-051-6602	Vehicles	-	-	-	11,750	-	-	
	Total Facilities Maintenance	-	172,551	252,127	351,194	201,314	902,579	

CITY OF HUTTO
PROPOSED FY 21-22 BUDGET

		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug. 25, 2021	FY 2021-22 Proposed Budget	
	Non-departmental							
10-100-000-6019	Separation Pay	-	-	-	-	-	-	
10-100-000-6201	Office Supplies	-	-	4,921	6,000	4,068	6,000	
10-100-000-6222	Breakroom Supplies	-	-	1,896	2,500	2,661	3,000	
10-100-000-6224	Safety Supplies	-	-	2,959	3,000	802	3,000	
10-100-000-6301	Building Repair & Maintenance	-	505	275	-	2,232	-	
10-100-000-6401	Attorney Services	-	308,424	496,019	500	-	350,000	
10-100-000-6408	Lease & Rental Svcs	-	1,222	-	-	-	-	
10-100-000-6504	Postage	-	-	-	10,000	-	5,000	
10-100-000-6521	Utilities-Electric	-	8,368	50,512	48,000	42,981	40,000	
10-100-000-6523	Utilities-Gas	-	341	5,965	7,800	7,029	10,000	
10-100-000-6524	Utilities-Water	-	102,234	199,130	200,000	143,832	200,000	
10-100-000-6599	Other Expenses	-	-	-	-	-	-	
10-100-000-6711	Due to Fund 11	625,338	-	-	-	-	-	
10-100-000-6713	Transfer to Fund 13	15,000	20,000	-	20,000	-	-	
10-100-000-6745	Transfer to fund 45	-	-	-	5,000	-	-	
10-100-000-6750	Transfer to Fund 50	229,167	-	-	-	-	-	
10-100-000-6760	Transfer to Fund 60	2,043,000	-	23,750	-	-	-	
10-100-000-6762	Transfer To Fund 62	-	667,989	-	-	-	-	
10-100-000-6776	Transfer to fund 76	-	276,965	(276,965)	-	-	-	
10-100-000-6777	Transfer to Fund 77	-	4,753	799	-	-	-	
10-100-000-6999	Prior Year Adj	-	-	(436,722)	-	-	-	
10-100-001-6401	Attorney Svcs	-	11,745	2,075	-	-	-	
10-100-999-6691	Capital Leases	-	-	-	-	-	-	
	Total Non-Departmental	2,912,504	1,402,546	74,616	302,800	203,605	617,000	
	Total Expenses	15,873,487	18,824,973	14,727,745	17,279,330	12,236,416	21,073,534	
	NET REVENUE OVER/(UNDER) EXPENDITURES	(1,126,098)	(2,421,949)	3,528,625	1,743,866	6,483,878	1,416,365	

		FY 2018-2019 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug 25, 2021	FY 2021-22 Proposed Budget	
Utility Services Operating							
Revenue							
50-5310	Interlocal Agreement	-	-	-	1,155,200	-	
50-5051	NSF Fees	1,535	1,170	1,500	700	1,000	
50-5052	Late Fees	205,306	117,692	175,000	109,046	125,000	
50-5053	UB Collections Fees	9,306	3,276	20,000	2,291	5,000	
50-5041	Interest Earned	106,908	-	50,000	55	100	
50-5054	Overages / Shortages	(1)	-	-	0	-	
50-5099	Miscellaneous Income	99,729	25,627	50,000	362,834	15,000	
50-5113	Water Connection Fee	118,900	320,200	425,000	323,375	350,000	
50-5114	WasteWater Connection Fees	55,200	153,450	215,000	187,747	215,000	
50-5201	Water User Fees	4,985,740	6,616,759	5,970,374	4,976,724	6,100,000	
50-5203	WasteWater User Fees	5,693,700	5,507,115	5,726,427	5,995,775	6,700,000	
50-5205	Reconnect Fees	129,358	108,401	135,825	106,905	115,000	
50-5206	New Account / Transfer fees	-	-	-	-	-	
50-5067	Grant Revenue	-	-	-	2,716	-	
50-5852	Transfer From Fund 52	1,300,000	1,500,000	1,500,000	1,125,000	-	
50-5870	Transfer from Fund 70	495,978	-	141,500	-	-	
	Total Revenue	13,201,659	14,353,691	14,410,626	14,348,369	13,626,100	
Expenses							
Non-departmental							
50-100-000-6301	Building Repair & Maintenance	15,000	-	-	-		
50-100-000-6401	Attorney Services	273,869	69,145	187,082	7,697	75,000	
50-100-000-6457	WasteWater Contract	-	-	-	1,150,000	-	
50-100-000-6551	Property Insurance	38,846	42,814	45,000	43,776	60,000	
50-100-000-6552	Liability Insurance	16,463	18,045	20,000	19,869	35,000	
50-100-000-6553	Errors and Omissions	7,946	9,114	10,000	9,967	15,000	
50-100-000-6780	Transfer to fund 80	3,544	-	-	-	-	
50-100-000-6572	Bond Issuance Costs	-	9,445	-	-	-	
50-100-000-6751	Transfer To Fund 51	7,308,665	7,084,684	7,235,641	6,632,671	6,209,675	
	Total Non-Departmental	7,664,333	7,233,248	7,497,723	7,863,979	6,394,675	

		FY 2018-2019 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug 25, 2021	FY 2021-22 Proposed Budget	
Administration							
50-040-001-6001	Salaries	21,408	(21,408)	88,340	77,878	389,614	Public Works Engineer
50-040-001-6004	Overtime	-	-	250	-	250	
50-040-001-6011	Vehicle Allowance	-	-	3,600	2,677	6,000	
50-040-001-6013	Phone Allowance	-	-	360	318	-	
50-040-001-6021	Longevity	-	-	1,270	1,783	2,000	
50-040-001-6022	Certification Pay	-	-	450	421	450	
50-040-001-6031	Merit/Market Adjustment	-	-	2,650	-	11,688	3%
50-040-001-6051	Fica/Medicare	-	-	7,525	6,675	31,365	
50-040-001-6052	State Unemployment Taxes (TWC)	-	-	140	390	200	
50-040-001-6053	TMRS	-	-	11,950	11,373	48,503	
50-040-001-6054	Workers Compensation Insurance	-	-	3,358	6,081	2,000	
50-040-001-6061	Health/Life Insurance	-	-	9,798	5,394	34,410	
50-040-001-6201	Office Supplies	-	-	2,000	-	2,000	
50-040-001-6212	Technology Equip & Supplies	-	-	790	-	750	
50-040-001-6222	Breakroom Supplies	-	-	500	-	-	
50-040-001-6299	Other Supplies & Materials	-	-	250	-	250	
50-040-001-6502	Training & Development	-	-	1,500	-	1,500	
50-040-001-6504	Postage	-	-	100	-	100	
	Total Admin	21,408	(21,408)	134,831	112,991	531,081	
Information Technology							
50-010-005-6212	Technology Equip. & Supplies	-	-	-	45		
50-010-005-6412	Software Licensing & Maint. Fees	1,680	1,882	2,500	1,903	2,500	
50-010-005-6413	Communication Svcs	6,205	6,622	5,000	3,704	5,000	
	Total IT	7,885	8,504	7,500	5,651	7,500	

		FY 2018-2019 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug 25, 2021	FY 2021-22 Proposed Budget	
Utility Billing							
50-020-010-6001	Salaries	324,636	212,477	203,055	137,381	295,144	Water services technician
50-020-010-6004	Overtime	3,200	2,165	3,180	-	3,000	
50-020-010-6012	Clothing & Uniforms Allowance	458	400	200	200	300	
50-020-010-6013	Cell Phone Allowance	1,107	1,073	720	645	720	
50-020-010-6021	Longevity Pay	3,206	3,411	3,405	3,487	3,800	
50-020-010-6022	Cerification Pay	1,420	1,945	1,500	1,067	1,500	
50-020-010-6031	Merit/Market Adjustment	-	-	4,895	-	8,854	3%
50-020-010-6051	FICA/Medicare	23,150	17,483	13,780	11,458	23,969	
50-020-010-6052	State Unemployment Tax (TWC)	276	221	575	1,185	900	
50-020-010-6053	TMRS	40,473	28,147	21,885	19,868	37,066	
50-020-010-6054	Workers Comp Ins	5,294	3,534	2,790	1,487	2,790	
50-020-010-6061	Health/Life Insurance	44,256	39,461	35,379	24,776	35,379	
50-020-010-6201	Office Supplies	3,130	1,631	2,000	824	2,100	
50-020-010-6205	Food/Meals	35	-	-	-	-	
50-020-010-6206	Clothing & Uniforms	2,719	1,796	1,000	880	1,000	
50-020-010-6211	Furniture & Office Equip	1,302	340	250	-	250	
50-020-010-6212	Technology Equip. & Supplies	65	-	100	-	-	
50-020-010-6215	Small Tools & Equip.	1,514	222	500	40	500	
50-020-010-6216	Water Meters	121,354	90,724	125,000	92,576	125,000	
50-020-010-6231	Fuel & Mileage	4,164	2,614	1,800	1,750	2,000	
50-020-010-6299	Other Supplies & Materials	742	1,574	1,500	1,246	1,500	
50-020-010-6302	Equipment Repair & Maintenance	-	375	500	-	500	
50-020-010-6304	Vehicle Repair & Maint.	1,494	685	-	113	500	
50-020-010-6312	Line Repairs & Maintenance	1,222	485	1,000	-	1,000	
50-020-010-6410	Outside Printing	551	10	500	-	-	
50-020-010-6412	Software Licensing & Maint Fee	10,317	25,915	29,927	27,599	35,000	
50-020-010-6444	Disconnect Svcs	2,359	2,715	4,000	300	3,000	
50-020-010-6499	Other Contracted Services	22,265	13,695	33,000	11,727	25,000	
50-020-010-6202	Membership	-	75	150	-	-	
50-020-010-6502	Training & Development	4,004	-	3,000	180	2,000	
50-020-010-6504	Postage	37,257	36,750	45,000	29,601	45,000	
50-020-010-6505	Bank & Finance Charges	196,719	239,943	200,000	191,279	260,000	
50-020-010-6592	Bad Debt	(213)	10,805	15,000	1,262	15,000	
50-020-010-6207	Meter Endpoints	21,856	44,398	40,000	38,810	60,000	
	Total Utility Billing	880,334	785,070	795,591	599,741	992,772	

		FY 2018-2019 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug 25, 2021	FY 2021-22 Proposed Budget	
Public Works & Engineering							
50-040-058-6001	Salaries	578,436	577,779	553,480	485,517	563,148	
50-040-058-6004	Overtime	39,088	29,704	27,950	14,706	25,000	
50-040-058-6012	Clothing/Uniform Allowance	2,262	2,200	2,200	2,200	2,200	
50-040-058-6021	Longevity	1,384	2,296	2,470	2,702	3,000	
50-040-058-6031	Merit/Market Adjustment	-	-	16,325	118	16,894	3%
50-040-058-6051	Fica/Medicare	43,368	44,818	46,075	40,239	46,684	
50-040-058-6052	State Unemployment Taxes (TWC)	(26)	107	1,580	2,793	1,750	
50-040-058-6053	TMRS	134,998	18,280	73,265	67,978	72,192	
50-040-058-6054	Workers Compensation Insurance	19,789	8,447	20,306	17,026	25,342	
50-040-058-6061	Health/Life Insurance	73,984	68,699	84,319	61,054	77,500	
50-040-058-6201	Office Supplies	-	27	250	25	250	
50-040-058-6205	Food/Meals	691	-	-	-	-	
50-040-058-6206	Clothing/Uniforms	14,285	13,794	16,000	7,581	10,000	
50-040-058-6211	Furniture & Office Equip	58	16	500	-		
50-040-058-6212	Technology Equip & Supplies	39	-	1,000	-	25,000	track mounted laptops for locates to view maps and software; update SCADA system
50-040-058-6213	Communication Equip & Supplies	42	-	-	-		
50-040-058-6215	Small Tools & Equipment	8,526	1,847	4,430	579	3,000	
50-040-058-6224	Safety Supplies	3,228	2,321	3,500	867	2,500	
50-040-058-6231	Fuel & Mileage	26,390	18,028	20,000	17,595	20,000	
50-040-058-6232	Chemicals	32,801	40,435	147,650	99,587	150,000	
50-040-058-6299	Other Supplies & Materials	6,526	3,328	3,500	566	1,500	
50-040-058-6302	Equipment Repair & Maintenance	12,468	20,574	25,000	-	10,000	
50-040-058-6304	Vehicle Repair & Maintenance	8,648	3,541	8,500	1,681	2,000	
50-040-058-6311	Water System Maintenance	-	-	-	-		
50-040-058-6312	Line Repairs & Maintenance	32,735	17,547	40,000	28,640	65,000	
50-040-058-6313	Water Pump, Motors & Control Maint	30,653	55,208	160,000	81,103	150,000	
50-040-058-6314	Utility Facilities Maint	3,937	2,937	9,500	7,794	110,000	Winterization of facilities and replace 2 lift station generators
50-040-058-6315	Wastewater Pumps, Motors & Contro	10,318	11,569	114,000	75,849	125,000	
50-040-058-6324	Fire Hydrant Repair & Maintena	4,642	146	4,000	5,075	6,000	
50-040-058-6402	Advertising & Legal Notices	-	-	-	-		
50-040-058-6403	Contract Labor	424	-	-	-	-	
50-040-058-6404	Engineering Svcs	42,176	5,366	45,000	-	45,000	
50-040-058-6405	Professional Svcs	39,296	12,083	82,467	82,467	100,000	
50-040-058-6408	Lease & Rental Svcs	12,448	15,351	22,000	14,872	22,000	
50-040-058-6410	Outside Printing	-	4,632	5,500	-	5,500	

		FY 2018-2019 Actual	FY 2019-2020 Actual	FY 2020-21 Adopted Budget w Amendments	FY 2020-21 Actual through Aug 25, 2021	FY 2021-22 Proposed Budget	
50-040-058-6412	Software Licensing & Maint Fee	-	37	10,783	6,116	15,000	
50-040-058-6413	Communication Svcs	3,134	2,678	4,820	2,367	5,000	
50-040-058-6451	Taylor Water Contract	473,438	424,226	450,000	336,580	500,000	
50-040-058-6452	Manville Water Contract	40,526	342,645	300,000	297,029	425,000	
50-040-058-6454	Water Lease Payments	-	-	225,000	135,542	175,000	
50-040-058-6456	Brazos River Authority Contract	1,523,361	1,602,710	1,999,454	1,840,730	2,090,000	
50-040-058-6457	WasteWater Contract	195,780	196,020	290,000	230,755	-	Removed lakeside lift station
50-040-058-6462	Laboratory Svcs	13,093	14,199	15,000	6,951	15,000	
50-040-058-6501	Licenses & Permits	12,420	14,071	57,000	52,103	61,000	
50-040-058-6502	Training & Development	8,621	4,269	7,500	4,065	7,500	
50-040-058-6504	Postage	25	211	250	-	-	
50-040-058-6507	Membership Dues & Subscriptions	195	-	250	-	1,000	
50-040-058-6521	Utilities	93,362	129,584	275,000	207,638	325,000	took over 5 lift stations
50-040-058-6599	Other Expenses	-	21	-	5,000		
50-040-058-6602	Vehicles	-	-	50,000	-	115,000	VacCon truck - 4 year lease purchase
50-040-058-6661	Water Distrib Facility & Equip	-	-	160,060	59,149	160,000	
	Capital Outlay - Water Lines				-	110,000	Live Oak water line
	Total Public Works	3,547,569	3,711,751	5,385,884	4,302,058	5,690,960	
	HOT Water Transmission System						
50-040-801-6212	Technology Equip. & Supplies	51	3,090	-	-		
50-040-801-6215	Small Tools & Equip	742	211	-	-		
50-040-801-6232	Chemicals	72,999	73,902	-	-		
50-040-801-6312	Line Repairs and Maint	191	4,985	-	-		
50-040-801-6313	Pump, Motors & Control Maint	18,665	197,659	-	-		
50-040-801-6314	Utility Facilities Maint	1,931	1,601	-	-		
50-040-801-6316	Water Emergency 2018	937,392	-	-	-		
50-040-801-6408	Lease / Rental Services	1,067	1,261	-	97		
50-040-801-6413	Communication Services	101	255	-	217		
50-040-801-6454	Water Lease Payments	138,112	182,062	-	-		
50-040-801-6501	Licenses & Fees	38,304	38,304	-	-		
50-040-801-6521	Utilities	153,586	167,643	-	-		
50-040-801-6661	Water Distrib Facility & Equip	50,431	-	-	20,360		
	Total HOT Water system	1,413,573	670,974	-	20,674	-	
	Total expenses	13,535,101	12,388,139	13,821,528	12,905,093	13,616,987	
	NET REVENUE OVER/(UNDER) EXPENDITURES	(333,442)	1,965,551	589,098	1,443,276	9,113	

FY 2022 Position Schedule

FUND	DEPT	CURRENT POSITION	REQUESTED POSITION	CURRENT FTE	REQUESTED FTE	BASE SALARY	BASE SALARY w/ 3% COLA	POLICE BASE SALARY w/ 5% COLA
General Fund	City Manager's Office	City Manager		1		238,000	245,140	-
General Fund	City Manager's Office	Assistant City Manager		1		155,000	159,650	-
General Fund	City Manager's Office	Assistant to the City Manager		1		139,063	143,235	-
General Fund	City Manager's Office	Senior Management Assistant		1		58,380	60,131	-
General Fund	Human Resources	HR Director		1		120,000	123,600	-
General Fund	Human Resources		HR Coordinator		1	80,000	82,400	-
General Fund	Human Resources	Recruiter/Generalist HR		1		65,000	66,950	-
General Fund	Economic Development	Director of Economic Development		1		150,000	154,500	-
General Fund	Economic Development	Economic Development Coordinator		1		75,000	77,250	-
General Fund	Communications	Communications Manager		1		80,000	82,400	-
General Fund	Community Relations	Community Relations & Svcs Mgr		1		77,250	79,568	-
General Fund	Communications	Creative Marketing Specialist		1		62,387	64,258	-
General Fund	Community Relations	Programs & Events Specialist		1		50,000	51,500	-
General Fund	Communications		Communications Specialist		1	60,000	61,800	-
General Fund	City Secretary	City Secretary		1		97,629	100,558	-
General Fund	City Secretary	Deputy City Secretary		1		60,000	61,800	-
General Fund	Municipal Court	Senior Deputy Court Clerk		1		48,097	49,540	-
General Fund	Municipal Court	Prosecutor				27,000	27,810	-
General Fund	Municipal Court	Judge				32,000	32,960	-
General Fund	Municipal Court	Court Administrator		1		62,923	64,810	-
General Fund	Library	Library Manager		1		60,000	61,800	-
General Fund	Library	Library Assistant		1		36,057	37,138	-
General Fund	Library		Circulation Clerk - 28 hrs/wk		1	23,296	23,995	-
General Fund	Library		Circulation Clerk - 20 hrs/wk		1	14,560	14,997	-
General Fund	Information Technology	IT Manager		1		67,287	69,305	-
General Fund	Information Technology	IT Technician I		1		42,848	44,133	-
General Fund	Information Technology	IT Technician I		1		50,000	51,500	-
General Fund	Finance	CFO		1		150,000	154,500	-
General Fund	Finance	Finance Director		1		104,000	107,120	-
General Fund	Finance	Purchasing Manager		1		85,000	87,550	-
General Fund	Finance	Financial Analyst		1		80,000	82,400	-
General Fund	Finance	Accountant		1		55,000	56,650	-
General Fund	Finance	Senior Accountant		1		74,000	76,220	-
General Fund	Finance	Finance Manager		1		93,194	95,990	-
General Fund	Finance	Senior Accountant		1		74,263	76,491	-
General Fund	Finance	Payroll Specialist		1		72,092	74,255	-
General Fund	Planning & Development	Director of Development Svcs		1		118,453	122,007	-
General Fund	Planning & Development	Land Development Engineer		1		123,616	127,325	-

FUND	DEPT	CURRENT POSITION	REQUESTED POSITION	CURRENT FTE	REQUESTED FTE	BASE SALARY	BASE SALARY w/ 3% COLA	POLICE BASE SALARY w/ 5% COLA
General Fund	Planning & Development	Land Development Asst Engineer		1		86,000	88,580	-
General Fund	Planning & Development	Management Assistant		1		43,919	45,237	-
General Fund	Planning & Development	GIS Analyst		1		60,584	62,402	-
General Fund	Planning & Development	Development Coordinator		1		70,828	72,953	-
General Fund	Planning & Development	Planning Manager		1		80,000	82,400	-
General Fund	Planning & Development	Planner	Planner		1	58,000	59,740	-
General Fund	Planning & Development	Permit Tech	Permit Tech		1	35,000	36,050	-
General Fund	Planning & Development	Deputy Building Official		1		64,890	66,837	-
General Fund	Planning & Development	Building Inspector		1		55,016	56,666	-
General Fund	Planning & Development		Building Inspector	1		55,016	56,666	-
Utility Fund	Public Works	Public Works Director		1		175,000	180,250	-
GF/Utility Fund	Parks/Public Works	Public Works Field Services Mgr		1		123,616	127,325	-
GF/Utility Fund	Plan & Devl/Public Works	Senior Management Assistant		1		58,380	60,132	-
General Fund	Fleet Management	Fleet Manager		1		61,002	62,832	-
General Fund	Facilities Maintenance	Facilities Maintenance Manager		1		87,550	90,177	-
General Fund	Facilities Maintenance	Facilities Technician		1		41,600	42,848	-
Utility Fund	Public Works		Public Works Engineer		1	123,616	127,324	-
General Fund	Streets & Drainage		Capital Projects Engineer		1	123,616	127,324	-
General Fund	Construction Inspection	Construction Inspector		1		63,608	65,516	-
General Fund	Construction Inspection	Construction Inspector		1		53,560	55,167	-
General Fund	Streets & Drainage	Crew Leader		1		61,894	63,751	-
General Fund	Streets & Drainage	Street & Drainage Maint Tech II		1		45,011	46,362	-
General Fund	Streets & Drainage	Crew Leader		1		58,530	60,286	-
General Fund	Streets & Drainage	Streets & Drainage Superintendent		1		70,000	72,100	-
General Fund	Streets & Drainage	Streets & Drainage Foreman- Salary		1		61,808	63,662	-
General Fund	Streets & Drainage	Streets & Drainage Tech II		1		41,787	43,041	-
General Fund	Streets & Drainage	Streets & Drainage Tech I		1		31,200	32,136	-
General Fund	Streets & Drainage	Streets & Drainage Tech. I		1		32,136	33,100	-
General Fund	Parks Maintenance	Parks Superintendent		1		72,000	74,160	-
General Fund	Parks Maintenance	Parks Crew Leader		1		41,884	43,140	-
General Fund	Parks Maintenance	Groundskeeper		1		37,899	39,036	-
General Fund	Parks Maintenance	Groundskeeper		1		39,827	41,022	-
General Fund	Parks Maintenance	Groundskeeper		1		33,100	34,093	-
General Fund	Parks Maintenance	Groundskeeper (converted rec coord)		1		40,000	41,200	-
General Fund	Police	Assistant Chief of Police		1		112,507	115,882	118,133
General Fund	Police	Chief of Police		1		117,000	120,510	122,850
General Fund	Police	Sr. Management Assistant		1		58,380	60,132	-
General Fund	Police	Public Information & Law Enforcement Specialist		1		39,645	40,834	-

FUND	DEPT	CURRENT POSITION	REQUESTED POSITION	CURRENT FTE	REQUESTED FTE	BASE SALARY	BASE SALARY w/ 3% COLA	POLICE BASE SALARY w/ 5% COLA
General Fund	Police	Patrol Lieutenant		1		80,600	83,018	84,630
General Fund	Police	Patrol Officer		1		69,930	72,027	73,426
General Fund	Police	Patrol Officer		1		58,573	60,330	61,501
General Fund	Police	Patrol Sergeant		1		76,710	79,012	80,546
General Fund	Police	Patrol Officer		1		57,325	59,045	60,191
General Fund	Police	Patrol Sergeant		1		76,710	79,012	80,546
General Fund	Police	Patrol Officer		1		59,883	61,680	62,877
General Fund	Police	Patrol Officer		1		57,325	59,045	60,191
General Fund	Police	Patrol Officer		1		58,573	60,330	61,501
General Fund	Police	Patrol Officer		1		63,981	65,900	67,180
General Fund	Police	Patrol Officer		1		58,573	60,330	61,501
General Fund	Police	Patrol Officer		1		65,520	67,486	68,796
General Fund	Police	Patrol Officer		1		65,520	67,486	68,796
General Fund	Police	Patrol Officer		1		58,573	60,330	61,501
General Fund	Police	Patrol Officer		1		59,883	61,680	62,877
General Fund	Police	Patrol Officer		1		63,981	65,900	67,180
General Fund	Police	Patrol Officer		1		61,214	63,051	64,275
General Fund	Police	Patrol Officer		1		56,077	57,759	58,881
General Fund	Police	Patrol Sergeant		1		76,710	79,012	80,546
General Fund	Police	Patrol Officer		1		56,077	57,759	58,881
General Fund	Police	Patrol Officer		1		62,587	64,465	65,717
General Fund	Police	Patrol Officer		1		58,573	60,330	61,501
General Fund	Police	Patrol Officer		1		62,587	64,465	65,717
General Fund	Police	Patrol Officer		1		56,077	57,759	58,881
General Fund	Police	Patrol Officer		1		58,573	60,330	61,501
General Fund	Police	Patrol Officer		1		59,883	61,680	62,877
General Fund	Police	Patrol Sergeant		1		75,026	77,277	78,777
General Fund	Police	Patrol Officer		1		61,214	63,051	64,275
General Fund	Police	Patrol Officer		1		73,154	75,348	76,811
General Fund	Police	Patrol Officer		1		57,325	59,045	60,191
General Fund	Police	Patrol Officer		1		56,076	57,758	58,880
General Fund	Police	Detective		1		68,390	70,442	71,810
General Fund	Police	Street Crimes Sergeant		1		85,696	88,267	89,981
General Fund	Police	Detective		1		76,128	78,412	79,934
General Fund	Police	Detective		1		62,587	64,465	65,717
General Fund	Police	Criminal Investigations Sergeant		1		80,267	82,675	84,281
General Fund	Police	Criminal Investigations Lieutenant		1		88,338	90,988	92,754
General Fund	Police	Support Services Sergeant		1		78,478	80,832	82,402

FUND	DEPT	CURRENT POSITION	REQUESTED POSITION	CURRENT FTE	REQUESTED FTE	BASE SALARY	BASE SALARY w/ 3% COLA		POLICE BASE SALARY w/ 5% COLA
General Fund	Police	Professional Standards Officer		1		59,883	61,680		62,877
General Fund	Police	Community Resource Officer		1		74,589	76,826		78,318
General Fund	Police	Support Services Lieutenant		1		90,103	92,806		94,608
General Fund	Police	Crime Scene/Evidence Tech.		1		69,930	72,027		73,426
General Fund	Police	Senior Animal Control Officer		1		52,998	54,588		55,648
General Fund	Police	Code Compliance Officer		1		42,848	44,133		44,990
General Fund	Police		Code Compliance Officer		1	43,000	44,290		45,150
General Fund	Police		Animal Control Officer		1	42,848	44,133		44,990
Utility Fund	Public Works	Utility Superintendent		1		80,817	83,241		-
Utility Fund	Public Works	Senior Utility Technician		1		61,339	63,179		-
Utility Fund	Public Works	Utility Technician		1		51,646	53,196		-
Utility Fund	Public Works	Utility Technician		1		42,619	43,898		-
Utility Fund	Public Works	Utility Technician		1		46,363	47,754		-
Utility Fund	Public Works	Utility Technician		1		44,782	46,126		-
Utility Fund	Public Works	Utility Technician		1		46,062	47,443		-
Utility Fund	Public Works	Utility Technician		1		50,346	51,857		-
Utility Fund	Public Works	Utility Technician		1		43,919	45,237		-
Utility Fund	Public Works	Utility Technician		1		41,777	43,030		-
Utility Fund	Public Works	Utility Technician		1		53,477	55,081		-
Utility Fund	Utility Billing	Water Services Technician		1		42,203	43,469		-
Utility Fund	Utility Billing	Utility Billing & Customer Service Manager		1		85,000	87,550		-
Utility Fund	Utility Billing	Utility Billing Coordinator		1		58,723	60,485		-
Utility Fund	Utility Billing	Customer Service Representative		1		34,878	35,925		-
Utility Fund	Utility Billing	Customer Service Representative		1		32,136	33,100		-
Utility Fund	Utility Billing	Water Services Technician			1	42,203	43,469		-

Current PD Pay Scale Not Adjusted for COLA

PD Grade/ Step														
Rank	Grade/ Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Officer	AnnI	\$56,076.80	\$57,324.80	\$58,572.80	\$59,883.20	\$61,214.40	\$62,587.20	\$63,980.80	\$65,520.00	\$66,872.00	\$68,390.40	\$69,929.60	\$71,531.20	\$73,153.60
	Hrly	\$26.96	\$27.56	\$28.16	\$28.79	\$29.43	\$30.09	\$30.76	\$31.50	\$32.15	\$32.88	\$33.62	\$34.39	\$35.17
Sergeant	AnnI	\$73,340.80	\$75,025.60	\$76,710.40	\$78,478.40	\$80,267.20	\$82,118.40	\$83,990.40						
	Hrly	\$35.26	\$36.07	\$36.88	\$37.73	\$38.59	\$39.48	\$40.38						
Lieutenant	AnnI	\$84,364.80	\$86,320.00	\$88,337.60	\$90,384.87	\$92,479.59	\$94,622.85	\$96,815.79						
	Hrly	\$40.56	\$41.50	\$42.47	\$43.45	\$44.46	\$45.49	\$46.55						

AGENDA ITEM REPORT



To: City Council
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2021-055 levying Ad Valorem taxes for the use and support of the municipal government for the City of Hutto for the Tax Year 2021. (Second Reading)(Angie Rios)
Meeting: Thursday, September 16, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. O-2021-055 Ordinance Levying Ad Valorem Taxes FY 2022 8.30.21

ORDINANCE O-2021-055

AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF HUTTO FOR THE TAX YEAR 2021; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSE; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; AND PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND REPEALING CLAUSE.

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

SECTION I.

That there is hereby levied and there shall be collected for the use and support of the Municipal Government of the City of Hutto, upon all property, real personal and mixed, within the corporate limits of said City subject to taxation a tax of \$0.536448 on each \$100.00 valuation of property, said tax being levied and apportioned to the specific purpose herein set forth.

1. For the Maintenance and Operations of the general government (General Fund), a rate of \$0.380343 on each \$100.00 valuation of property and
2. For debt service on bond sold for the support of general government, a rate of \$0.156105 on each \$100.00 valuation of property.

SECTION II.

That the Taxes levied under this ordinance shall be due October 1, 2021, and if not paid on or before January 31, 2022, shall become delinquent.

SECTION III.

All Taxes shall become a lien upon the property against which assessed, and the City Tax Assessor and Collector of the City of Hutto is hereby authorized and empowered to enforce the collection of such Taxes according to the Constitution and Laws of the State of Texas and ordinances of the City of Hutto and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property whether real or personal, for the payment of said taxes, penalty and interest, and the interest and penalty collected from such delinquent taxes shall be apportioned to the General Fund of the City of Hutto. All delinquent taxes shall bear interest from the date of delinquency at the rate as prescribed by State Law.

SECTION IV.

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 V.

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 VI.

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

SECTION VII.

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 VIII.

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

READ and APPROVED the first reading on the 2nd day of September 2021 at a regular called meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and ADOPTED on the second reading this 16th day of September 2021 at a regular meeting of the City Council of the City of Hutto, 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 of a public hearing and possible action on Ordinance No. O-2021-059 the proposed Unified Development Code (2020 Edition, as amended), Chapter 4 Section 10.410 Signs, to add and clarify language for temporary signage. (First Reading)(Ashley Lumpkin)
Meeting: Thursday, September 16, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed amendment is in response to a City Council request to modify the existing temporary sign ordinance.

SUMMARY OF REQUEST:

This item was first discussed at the July 2021 Planning and Zoning Commission. At that meeting, the Commission postponed the item to provide staff time to determine the timing of temporary signage in surrounding communities. The result of the conversation is the proposal for temporary signage as shown in the redlined ordinance attached to this item.

The existing sign ordinance has content-based review criteria that is no longer allowed by law, including the restrictive but not fully defined temporary sign ordinance regulations. Banners and banner allowances are being simplified so the rules are clear and concise, allowing for banners on any non-residential lot for a maximum of two weeks, four times in a calendar year, with a mandatory two-week break between banners. The proposal also allows banners tied to a new certificate of occupancy for up to 45 days and that will not count against a tenant as one of the four times allowed otherwise. Further to this, the Planning and Zoning Commission voted to exempt city events and ISD events from the banner timeframe. This is to ensure, as events come up, the city and ISD may advertise as needed for events within the community.

Pflugerville permits banners for 30 days up to six times within any 12-month consecutive time frame. Round Rock permits banners for 30 days up to three times within any consecutive 12-month period with a provision to allow new occupancy banners up to 60 days from the opening with removal upon a permanent sign installation.

Taylor permits banners for up to 90 days within a calendar year.

STAFF REVIEW:

Staff recommends approval of the amendment.

FINANCIAL IMPACT:

AGENDA ITEM REPORT



No financial impacts at this time.

POLICY IMPLICATIONS:

No policy impacts with this proposal.

ATTACHMENTS:

1. ORDINANCE - SIGN AMENDMENT - RM 7.1.2021
2. ATTACHMENT- Hutto Sign Ordinance Amendment- 9.9.21

ORDINANCE NO. O-2021-059

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2020 EDITION, AS AMENDED), CHAPTER 4 SECTION 10.409, SIGNS; 10.410.3.2, RESIDENTIAL USES; 10.410.3.4, COMMERCIAL, RETAIL, AND INDUSTRIAL USES; AND 10.410.4.3, GENERAL SIGN STANDARDS; EFFECTIVE DATE AND EXPIRATION, REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING ANEFFECTIVE DATE

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Code of Ordinances (2020 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC), incorporating amendments into Chapter 2, Section 10.203 and 10.204, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 8th day of September, 2021, and;

WHEREAS, on the 16th day of September, 2021, after proper notification, the City Council held a public hearing on the proposed amendment, and;

WHEREAS, the City Council determines that the 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 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.

That the Code of Ordinances (2020 Edition), Chapter 16, Article 16.02 Hutto Unified Development Code (UDC), Chapter 4, Section 10.409, 10.410.3.2, 10.410.3.4, and 10.410.4.3 is hereby amended to include the changes described in **Exhibit "A"** attached hereto and incorporated herein.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and APPROVED on first reading on this the 16th day of September, 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 16th day of September, 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

10.409 Signs

10.410.1 Intent

Standards for use, placement, size and design of signs are intended to:

- Protect the public from signs that are poorly designed, constructed or maintained; and signs that are dangerously distracting to pedestrians and motorists by their message delivery and placement.
- Preserve and enhance property values; create a more attractive business climate, increase the quality of life for residents, and protect the unique character of the city's built and natural environment, by curbing visual pollution resulting from excessive signs.
- Contribute to a built environment that will differentiate Hutto from adjacent municipalities, and reinforce the city's identity and desired character.
- Protect residential areas adjoining non-residential areas from adverse visual impacts of nearby signs.
- Reduce clutter, confusion and visual pollution caused by sign oversaturation, and visual blight from poorly designed and maintained signs, and thus increase sign legibility and effectiveness.
- Protect public health, safety and welfare.

10.410.2 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes; except Section 10.410.4	Yes; except Section 10.410.3	Yes; except Section 10.410.3	Yes

10.410.3 Permitted signs in conventional zoning districts**10.410.3.1 Agricultural uses**

The following signs are permitted on lots with agricultural uses, and vacant parcels not subdivided or zoned for residential use.

	Type	Number	Maximum area	Maximum height	Minimum setback
Permanent	Attached (wall) or freestanding (monument, pole), at farm stands, or retail operations selling products produced on site	1	32 sq. ft.	Freestanding: 6 ft. Attached: below roofline	Freestanding: 5 ft. from property lines
	Freestanding (monument, pole), at farms, ranches, or similar operations	1 per driveway entrance	32 sq. ft.	6 ft.; 10 ft. to bottom if arched over driveway entrance	5 ft. from property lines
	A-frame	1; display only during business hours	12 sq. ft.	4 ft.	As close to the building entrance as possible
Temporary: property with construction	Freestanding (pole) or attached (wall)	1 per street frontage	32 sq. ft. per sign	Freestanding: 6 ft. Attached: below roofline	Freestanding: 5 ft. from property lines
Temporary: property for sale or rent	Freestanding (pole) or attached (wall)	1 per street frontage	32 sq. ft. per sign	Freestanding: 6 ft. Attached: below roofline	Freestanding: 5 ft. from property lines
Temporary displays	Allowed only for agricultural uses, per Section 10.410.7				

10.410.3.2 Residential uses

The following signs are permitted on lots with residential uses and no others.

Type		Number	Maximum area	Maximum height	Minimum setback
Permanent: development identification	Freestanding (monument or integrated into entry feature)	2 per entrance into the development	32 sq. ft. per sign	6 ft.; may be taller if integrated into entry feature (fountain, etc)	5 ft. from property lines
Temporary: property with construction	Freestanding (pole) or attached (wall)	1 per street frontage	4 sq. ft. per sign	Freestanding: 6 ft. Attached – below roofline	Freestanding: 5 ft. from property lines
Temporary: property for sale or rent	Freestanding (pole) or attached (wall)	1 per street frontage	4 sq. ft. per sign	Freestanding: 6 ft. attached: below roofline	Freestanding: 5 ft. from property lines
Temporary: property with model home	Freestanding (pole)	1 per house	12 sq. ft. per sign	4 ft.	5 ft. from property lines
Temporary: new residential development	Freestanding (pole) or attached (wall)	1 per entrance into the development	32 sq. ft. per sign	Freestanding: 6 ft. Attached: below roofline	Freestanding: 5 ft. from property lines
	Freestanding (flag)	1 per 50 linear feet of project frontage; up to 6 for the development	15 sq. ft. per flag	20 ft.	5 ft. from property lines
	Freestanding (pole)	1 per 50 linear feet of project frontage; up to 6 for the development	12 sq. ft. per sign	4 ft.	5 ft. from property lines
Temporary displays	Only for rental multiple household dwelling complexes, subject to Section 10.410.7.				

10.410.3.3 Institutional and civic uses

The following signs are permitted on lots with institutional and civic uses, and no others.

Type		Number	Maximum area	Maximum height	Minimum setback
Permanent	Freestanding (pole, monument)	1	32 sq. ft.	6 ft.	5 ft. from property lines
	Attached (awning, canopy, projecting, wall, window)	2 per wall	Building total = 0.5 sq. ft. per façade frontage ft	Below roofline	n/a
Temporary: property with construction	Attached (wall) or freestanding (pole)	1 per street frontage	12 sq. ft. per sign	Freestanding: 6 ft. Attached: below roofline.	Freestanding: 5 ft. from property lines
Temporary: property for sale or rent	Attached (wall) or freestanding (pole)	1 per street frontage	12 sq. ft. per sign	Freestanding: 6 ft. Attached: below roofline.	Freestanding: 5 ft. from property lines
Temporary displays	Subject to Section 10.410.7.				

10.410.3.4 Commercial, retail and industrial uses, and B-1, B-2, LI, I and REC districts

The following signs are permitted on lots with commercial, retail and industrial uses, and all uses in the B-1, B-2, LI, I and REC districts, and no others.

	Type	Number	Maximum area	Maximum height	Minimum setback
Permanent	Freestanding (monument): single use/building sites and outparcels	1, or 2 (1 per street frontage) if on corner lot with $\geq 1,000$ ft. of linear frontage	32 sq. ft. per sign	6 ft.	5 ft. from property lines. 100 ft. from other freestanding signs on the site.
	Freestanding (monument): multi-tenant building/retail center <100,000 sq. ft. GFA	1 per street frontage	48 sq. ft. per sign	8 ft.	5 ft. from property lines. 100 ft. from other freestanding signs on the site.
	Freestanding (monument): multi-tenant building/retail center $\geq 100,000$ sq. ft. GFA	1 per street frontage or per 1000 ft. of linear frontage	64 sq. ft. per sign	12 ft.	5 ft. from property lines. 100 ft. from other freestanding signs on the site.
	Attached (awning, canopy, projecting, wall and window): single use/building sites	Any, up to maximum permitted area for the wall	Front/façade: 1.0 sq. ft. per linear wall frontage ft. Side and rear walls: 0.50 sq. ft. per linear wall frontage ft.	Below roofline	n/a
	Attached (awning, canopy, projecting, wall and window): multi-tenant building/shopping center sites	Any, up to maximum permitted area for the tenant frontage of the wall where the signage will be placed	Same permitted area as single use/building sites, allocated by tenant frontage for an individual façade or wall. May be further restricted by master sign plan	Below roofline	n/a
	Attached (gas station canopy; instead of freestanding signs)	1 on each side	no more than 32 sq. ft. per sign	n/a	n/a
	Attached (sculptural)	1 per building or tenant space	no more than 32 sq. ft. (height at tallest point $\times$ width at widest point)	at least 50% of sculpture height below roofline or parapet wall	n/a

Permanent	Freestanding (Pole) (SH 130 Frontage only): Single use (pole with stucco finish and base) Allowed only instead of a Monument Sign	1 fronting SH130 per every 1,000 feet frontage	180 sq. ft. per sign	24 ft (as measured from the finished elevation of the frontage road in front of the center)	5 ft. from property lines. 100 ft. from other freestanding signs on the site.
	Freestanding (Pole) (SH 130 Frontage only): Multi-tenant multi-building/retail center ≥100,000 sq. ft. GFA (pole with stucco finish and base) Allowed only instead of a Multi-Tenant Monument Sign	1 fronting SH130 per every 1,000 feet frontage	180 sq. ft. per sign	30 ft (as measured from the finished elevation of the frontage road in front of the center)	5 ft. from property lines. 100 ft. from other freestanding signs on the site.
Temporary: Construction “Coming Soon”	Freestanding	2 per vehicle entrance	64 sq. ft. per sign	6 ft.	5 ft. from property lines
Temporary: A-frame	A-frame	1; display only during business hours	12 sq. ft.	4 ft.	As close to the building entrance as possible
Temporary: property for sale or rent	Attached (wall) or freestanding (pole)	1 per street frontage	1 sq. ft. per acre per sign, 32 sq. ft. per sign minimum allocation, not to exceed 128 sq. ft. per sign.	Freestanding: 6 ft. Attached: below roofline.	Freestanding: 5 ft. from property lines
Temporary displays	Subject to provisions of Section 10.410.7.				

10.410.4 Permitted signs in FBC and OT District Sign Standards

10.410.4.1 Applicability:

1. All signs shall comply with this section unless specifically listed herein.
2. For all new signs and modifications to existing signs, the standards in the table below shall apply and sign permits may be approved administratively, unless specifically noted in this section.
3. An applicant has the option to establish unique sign standards through a Master Sign Plan that includes standards for size, color, type, design, and location based upon specific performance criteria. In the FBC district, a Master Sign Plan shall be considered per Section 10.203.1. A Master Sign Plan in the OT district shall be reviewed by Development Services staff and approved by the Historic Preservation Commission (HPC).
4. Non conforming signs shall meet Section 10.410.11 of the City of Hutto UDC.

10.410.4.2 Prohibited Signs:

The following sign types are prohibited unless approved as part of a Master Sign Plan or otherwise noted:

1. Freestanding Pole signs
2. Animated signs
3. Streamers and pennants
4. Inflatables and balloons

10.410.4.3 General Sign Standards: Signs shall be designed to be compatible with not just the historic character of the area but convey quality and permanence. To this end, the following sign standards shall apply by sign type:

Sign Type	Maximum Number	Maximum Area	Maximum Height	Minimum Setback	Other Standards
Permanent Signs					
i. Freestanding Monument sign (single use/building site and/or outparcel)	1 per street frontage	32 sq.ft./ sign face	6 feet	4 feet	Standards for all monument signs: 1. All monument signs shall include a sign face and a sign structure (sides, base and cap). a. The sign base and sign structure shall be brick, stone, or masonry material matching the front façade of the building. b. The sign face shall be framed by a minimum of 6" of brick, stone, or masonry material matching the front façade of the building. c. The monument sign base shall be a maximum of 2 feet in height and shall be included in the calculation of total height. 2. Maximum total height is measured from the finished grade at the center of the sign to the top of the sign cap. If the finished grade at the center of the sign is higher or lower than the finished grade of the fronting street, then the height shall be measured from the finished grade of the fronting street. 3. Monument signs shall not block any driveway or street sight triangles 4. Monument signs shall only be permitted along: a. street frontages where the building setback is 10 feet or greater; OR b. US 79 frontage; OR c. FM 1660 frontage 5. Following standards shall also apply to monument signs with message boards: a. Shall only be permitted for public, non-profit, institutional, and religious uses. b. Shall not include flashing letters or words or rapidly changing
ii. Freestanding Monument sign (multi-tenant building/retail center <50,000 sq.ft. GFA)	1 per street frontage	48 sq.ft. / sign face; divided into no more than 4 sign panels/sign face	8 feet	4 feet	
iii. Freestanding Monument sign (multi-tenant building/retail center ≥50,000 sq.ft. GFA)	1 per street frontage or per 1,000 feet of linear street frontage	64 sq.ft. / sign face; divided into no more than 6 sign panels/sign face	10 feet	6 feet	
v. Freestanding Monument sign (with message board – electronic or non-electronic)	1 per lot	32 sq.ft./sign face	6 feet	4 feet	

Sign Type	Maximum Number	Maximum Area	Maximum Height	Minimum Setback	Other Standards
					messages 6. Message boards: a. Electronic changeable copy/message board/variable message signs whose message portion is enclosed with glass, plastic, or other durable material and who provide an auto-dimming feature based on natural ambient light conditions. Auto-dimming feature must not allow any changeable copy/message board to exceed a brightness of 7,000 NITs in daylight or 500 NITs for night use. Such signs also cannot be animated; messages must remain static for at least sixty seconds, and display no more than four colors any one time in a static pattern.
v. Attached sign – primary (building)	1 per street frontage	1.5 sq.ft. for every linear foot of building frontage up to max. of 100 sq.ft. (for single tenant façade) 2.0 sq.ft. for every linear width of tenant frontage up to a max of 100 sq.ft. for each tenant (for multi-tenant facades)	Located on the building façade above 8' and below the top of the parapet.	NA	The following shall apply to building signs: 1. Signs may be internally or externally lit. 2. All exposed conduit, junction boxes, and electrical transformer boxes must be concealed from public view. 3. Individual channel letters (with or without internal illumination) shall be utilized. Channel letters incorporated on a cloud background may also be acceptable. 4. Wireways shall be preferred over exposed raceways if channel letters are not possible, and shall be as thin and narrow as possible so as to not extend in width or height beyond the area of the sign's lettering or graphics, finished to match the color and texture of the façade background, or be integrated into the overall design of the sign. 5. Exposed raceways shall not be permitted. 6. Plain rectangular cabinet box type signs shall not be permitted unless in the shape of a logo or unique design that is integral to the sign.
vi. Attached sign – secondary (side/rear building façade, awning, or	1 additional side/rear building façade sign	0.75 sq.ft. for every linear foot of building	Located on the building façade	NA	1. Same standards as above for secondary building signs 2. On multi-tenant buildings, secondary building signs shall only be permitted

Sign Type	Maximum Number	Maximum Area	Maximum Height	Minimum Setback	Other Standards
canopy)	1 per awning or canopy over 6 feet in width	frontage or tenant frontage up to max. of 75 sq.ft. 16 sq.ft. for each awning or canopy sign	above 8' and below the top of the parapet.		if the tenant space is adjoining the building façade where the secondary sign is proposed. 3. Awnings narrower than 6 feet may include a logo only (no larger than 4 sq.ft. per awning) 4. Awnings shall NOT be vinyl or plastic 5. Awnings shall be made of a fade-resistant material and kept in good repair and condition.
vii. Attached sign (building projecting sign—single or multi-tenant building)	1 per street fronting building façade	50 sq.ft. per sign face	Above the awning or canopy line	NA	1. Will not obstruct any pedestrian or vehicular way (vertical clearance of 8 ft. from the finished sidewalk if it is non-illuminated and 11 ft from the finished sidewalk if it is illuminated). 2. Sign may project no more than 50% of the width of the sidewalk or 6 ft. from building façade line (whichever is less). 3. Sign may not extend above building parapet line or eaves line. 4. Shall be located over the canopy line
viii. Attached sign or tenant projecting sign (under awning or canopy projecting – multi-tenant building)	1 per tenant space	16 sq.ft./sign face per tenant space	Min. vertical clearance of 8' required under the sign	NA	1. May encroach a maximum of 3 ft. over a public sidewalk, but shall not encroach over any parking or travel lane. 2. Tenant projecting signs shall be oriented perpendicular to the building façade and hung under the soffit of an arcade or under a canopy/awning or attached to the building façade immediately over the ground floor tenant space while maintaining a vertical clearance of 8 ft. from the finished sidewalk.
ix. Attached sign (sculptural)	1 per tenant space (in lieu of a tenant projecting sign)	16 sq.ft./sign face per tenant space	Min. vertical clearance of 8' required under the sign	NA	1. Total area of the sign shall be measured by adding all the three plane areas of the 3 dimensional sign. 2. At least 50% of the height of the sign shall be located below the parapet or roof line.
x. Attached sign (marquee sign)	1 per building (in lieu of a primary building sign and building projecting	100 sq.ft. per sign	Min. vertical clearance of 8' required under the marquee	NA	1. Permitted for theaters, auditoriums, and other public gathering venues of 100 persons or more 2. Marquee signs shall be attached to the building or located above or below canopy 3. Message boards may have changeable copy (electronic and

Sign Type	Maximum Number	Maximum Area	Maximum Height	Minimum Setback	Other Standards
	sign)				non-electronic). Electronic message boards shall be non flashing. If LED signs are used for the Marquee, they shall be covered by a lens diffuser.
xi. Attached sign (neon sign)	1 per tenant	Varies	Min. vertical clearance of 8'		1. Shall only be permitted through review and approval by the Historic Preservation Commission.
xii. Attached sign (window sign)	NA	25% of each window area	NA	NA	1. Window signs should not obscure the visibility into a shop for the passerby. Every effort should be made to integrate window signs with store window displays. 2. No fluorescent materials shall be used for window signs. 3. Window signs are only permitted on the first story of the building. 4. Temporary advertising placards, banners, pennants, trademarks, or other descriptive material may be placed on the inside of the glass. However, they shall be integrated with a storefront display of merchandise in the store. 5. Business name, address, hours of operation, entrance/exit information, and emergency phone numbers may be displayed on primary entrance door. 6. Business address, closed/open signs, hours of operation, credit card logos, real estate signs and 'now hiring' signs are exempt from the maximum area limitation. 7. Mannequins and storefront displays of merchandise sold are not considered window signs. 8. Interior directory signage identifying shopping aisles and merchandise display areas shall also be exempt from the window sign limitation. 9. Small neon "open" signs are permitted.
xiii. Attached sign (permanent menu board – restaurants only)	1 per tenant (restaurants and cafes only)	4 sq.ft.	NA	NA	1. Permanent menu boards may be mounted on the railing of the sidewalk café or on the wall next to the entrance door into the restaurant or café.

Sign Type	Maximum Number	Maximum Area	Maximum Height	Minimum Setback	Other Standards
					2. Such menu boards may be illuminated by the smallest light fixture needed to provide appropriate illumination.
xiv. Attached sign (building directory – multi-tenant buildings or sites)	1 per building	12 sq.ft.	NA	NA	1. Shall be allowed for all multi-tenant commercial and mixed use buildings only mainly to provide signage to upper floor tenants. 2. The directory sign shall be affixed on the ground floor façade of the building next to the doorway or entrance that provides access to the upper floor tenants.
xv. Painted on wall signs (murals)	Varies	Varies	NA	NA	1. Shall only be permitted through review and approval by the Historic Preservation Commission in the OT district.
Temporary Signs					
i. Portable sign (A-frame or sandwich board)	1 per tenant	12 sq.ft. per sign face	4 feet	NA	1. Sign shall be placed in front of the respective tenant space. 2. A minimum of 6 ft. of sidewalk shall remain clear. 3. Chalkboards may be used for daily changing of messages. Readerboards (electronic and non-electronic) shall be prohibited. 4. Sign shall be removed every day after the business is closed.
ii. Banners Seasonal	1 per tenant	32 sq.ft.	NA	NA	1. Shall be permitted no more than four times in each calendar year for no more than 14 30 continuous days at a time with a minimum 14 day break between banner installation. 2. <u>Shall only be permitted on non-residential lots.</u> 3. <u>City and ISD events are exempt from the above timeframe provisions.</u>
iii. Banners - “Grand opening”	1 per tenant	32 sq.ft.	NA	NA	1. Shall be permitted one time with a new business that has obtained a certificate of occupancy from the city for no more than 45 continuous days.
iv. Storefront window displays	NA	NA	NA	NA	1. Storefront window displays shall be exempt so long as they display mannequins and merchandise being sold.

v. For sale, rent or lease sign	1 per tenant space (window) ; and 1 per site (freestanding)	32 sq.ft. per sign	6 feet for free standing signs	6 feet for free standing signs	1. Shall not block any sign triangles for driveways and streets
vi. Construction sign - "Coming Soon"	1 per site (may be	64 sq.ft.	6 feet for a freestanding	NA	

Sign Type	Maximum Number	Maximum Area	Maximum Height	Minimum Setback	Other Standards
	freestanding or sign attached to a wall or fence)		ng sign		
vii. Special event signs	1 per site	32 sq. ft. per sign	NA	NA	1. Shall be permitted to be placed no more than 4 weeks prior to the event and removed within 2 working days after the event
Exempt Signs					
i. City, state, or country flags					No corporate logos allowed
ii. Political signs					Shall be removed immediately after the election
iii. Traffic control or safety sign					
iv. Wayfinding signs within the public right of way					Per any city or public agency plans
v. Directional signs internal to a site without visibility from any public street					If adjoining any residential uses, lighting shall be minimally intrusive and directed away from residential uses to the extent possible.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2021-012 approving the annexation of Urbana at Cottonwood Creek, 43.521 acres, more or less, of land, and to establish the base zoning as SF-1 (SingleFamily Residential), located on CR 199. (First Reading)(Ashley Lumpkin)
Meeting: Thursday, September 16, 2021
Department: Development Services
Staff Contact:

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.

All properties are contiguous to existing city limits and the annexation is in conformance with all annexation laws.

Typically, properties, upon annexation, are zoned in conformance with the Future Land Use Map. However, in this case with the adjacent residential areas, the applicant is seeking annexation with a base of SF-1 and has also submitted a Planned Unit Development zoning. Light Industrial does not make sense for this property because the definition states "LI zoned land should be grouped together in large, contiguous areas, close to transportation facilities but with only minimal frontage on current and future major arterials, well separated from residential areas, in locations that are not ideal or suitable for residential or commercial use according to good planning practice." Therefore, SF-1 is a more appropriate base zoning and placeholder for this property.

SUMMARY OF REQUEST:

STAFF REVIEW:

Staff recommends approval of the annexation and zoning of the property has presented.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

AGENDA ITEM REPORT



ATTACHMENTS:

1. (Ord)UrbanaAtCCAnnex-43.521ac(Ord)
2. (ExA)Property Description
3. Urbana_at_Cottonwood_Creek(SiteMap)

ORDINANCE NO. O-2021-012

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 43.521 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 106.66 acres, more or less, of land, being out of the Martin Strouse Survey, Abstract No. 587 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 MF (Multi Family) 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 **16th** day of **September, 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 first reading of ordinance this **16th** day of **September, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

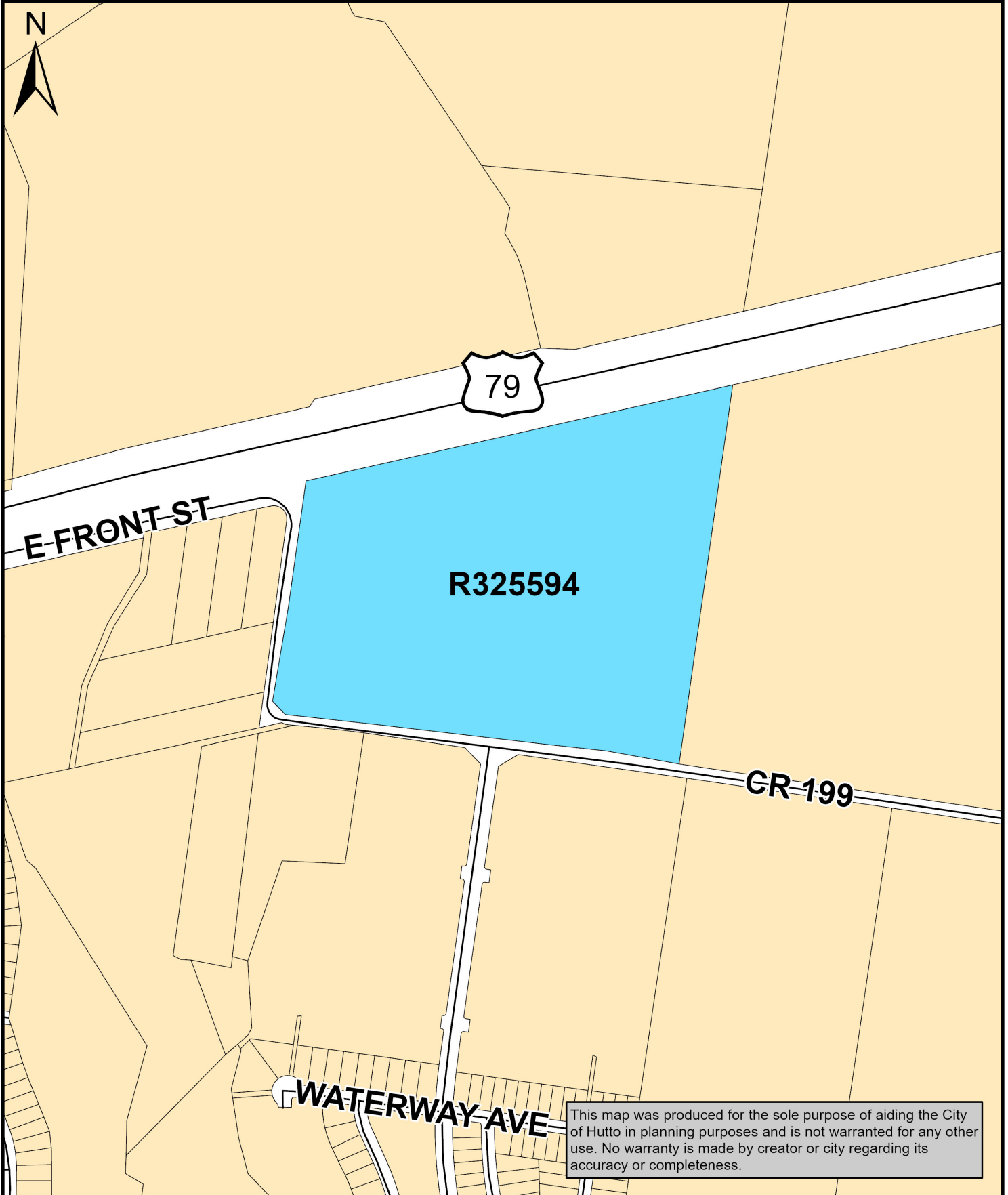
CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

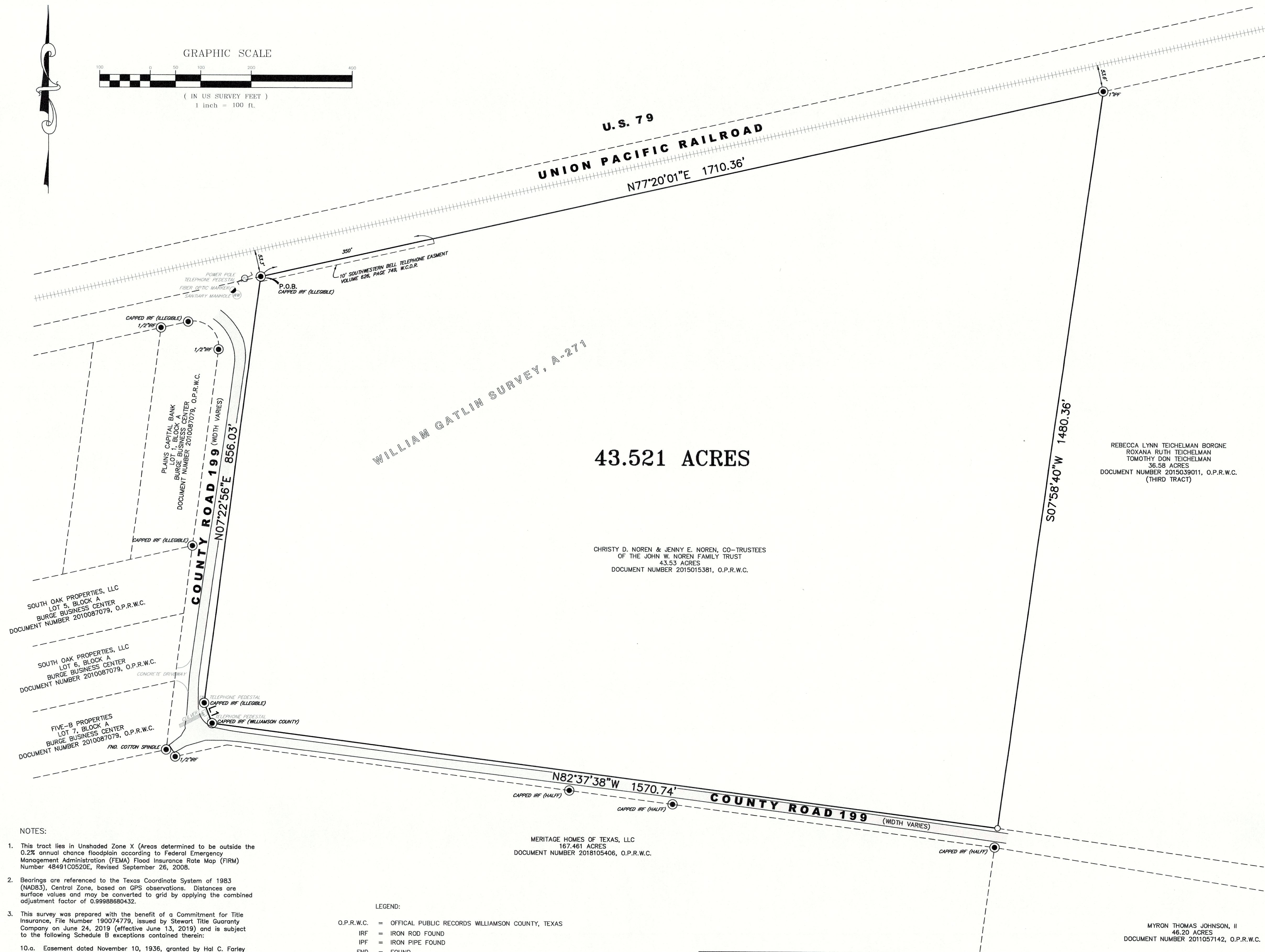
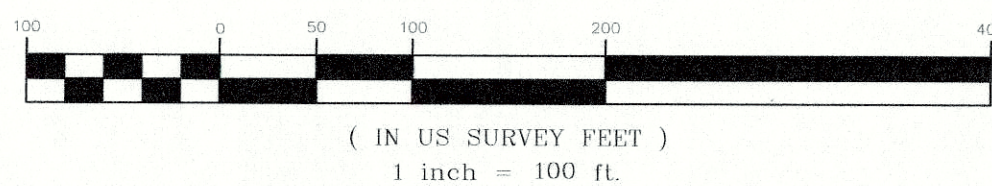
Holly Nagy, City Secretary

Urbana at Cottonwood Creek (43.521 acres)



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

GRAPHIC SCALE



NOTES:

- This tract lies in Unshaded Zone X (Areas determined to be outside the 0.2% annual chance floodplain according to Federal Emergency Management Administration (FEMA) Flood Insurance Rate Map (FIRM) Number 48491C0520E, Revised September 26, 2008).
- Bearings are referenced to the Texas Coordinate System of 1983 (NAD83). Central Zone, based on GPS observations. Distances are surface values and may be converted to grid by applying the combined adjustment factor of 0.99988680432.
- This survey was prepared with the benefit of a Commitment for Title Insurance, File Number 190074779, issued by Stewart Title Guaranty Company on June 24, 2019 (effective June 13, 2019) and is subject to the following Schedule B exceptions contained therein:
 - Easement dated November 10, 1936, granted by Hal C. Farley to Texas Power & Light Company recorded in Volume 281, Page 558, Deed Records, Williamson County, Texas. UNABLE TO TRACE LOCATION BASED ON DESCRIPTION IN DEED. ALL VISIBLE IMPROVEMENTS SHOWN HEREON.
 - Easement dated November 1, 1937, granted by Carl Peterson to Texas Power & Light Company recorded in Volume 290, Page 65, Deed Records, Williamson County, Texas. UNABLE TO TRACE LOCATION BASED ON DESCRIPTION IN DEED. ALL VISIBLE IMPROVEMENTS SHOWN HEREON.
 - Easement dated August 22, 1952, granted by August Peterson to Texas Power & Light Company recorded in Volume 401, Page 36, Deed Records, Williamson County, Texas. UNABLE TO TRACE LOCATION BASED ON DESCRIPTION IN DEED. ALL VISIBLE IMPROVEMENTS SHOWN HEREON.
 - Easement dated July 24, 1972, granted by Pauline Stenholm and Evelyn Johnson to Jonah Water Supply Corp. recorded in Volume 563, Page 520, Deed Records, Williamson County, Texas. UNABLE TO TRACE LOCATION BASED ON DESCRIPTION IN DEED. ALL VISIBLE IMPROVEMENTS SHOWN HEREON.
 - Easement dated January 22, 1976, granted by Estate of Augusta L. Peterson recorded in Volume 626, Page 749, Deed Records, Williamson County, Texas. AFFECTS TRACT AS SHOWN.

LEGEND:

O.P.R.W.C.	=	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
IRF	=	IRON ROD FOUND
IPF	=	IRON PIPE FOUND
FND	=	FOUND
—	=	ASPHALT ROADWAY
○	=	SET 5/8-INCH IRON ROD WITH CAP STAMPED "GBI PARTNERS"
POB	=	POINT OF BEGINNING

LINE TABLE		
NUMBER	BEARING	DISTANCE
LI	N20°57'23"W	43.36'

FIELD NOTES:

Being a 43.521 Acre Tract of land located in the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas. Said 43.521 acre tract being all of a called 43.53 acre tract of land recorded in the name of Christy D. Noren and Jenny E. Noren, Co-Trustees of the John W. Noren Family Trust in Document Number 2015015381, Official Public Records of Williamson County, Texas (O.P.R.W.C.). Said 43.521 acre tract of land being more particularly described by metes and bounds as follows: (Bearings are based on the Texas Coordinate System, Central Zone, distances are surface and may be converted to grid by applying the average combined scale factor of 0.99988680432).

Beginning at a capped iron rod found (cap illegible) for the northwesterly corner of said 43.53 acre tract, said iron rod being the intersection of the easterly Right-of-Way (R.O.W.) line of County road 199 (width varies) with the southerly R.O.W. line of Union Pacific Railroad (U.P.R.R.);

Thence, with the northerly line of said 43.53 acre tract the southerly R.O.W. line of said U.P.R.R., North 77 degrees 20 minutes 01 seconds East, a distance of 1,710.36 feet to a 1-inch iron pipe found for the northeasterly corner of said 43.53 acre tract, said iron rod being the northwesterly corner of a called 36.58 acre tract of land recorded in the names of Rebecca Lynn Teichelman Borgne, Roxana Ruth Teichelman and Timothy Don Teichelman in Document Number 2015039011, O.P.R.W.C. (Third Tract);

Thence, with the easterly line of said 43.53 acre tract and the westerly line of said 36.58 acre tract, South 07 degrees 58 minutes 40 seconds West, a distance of 1,480.36 feet to a 5/8-inch iron rod set with cap stamped "GBI Partners" for the southeasterly corner of said 43.53 acre tract and the southwesterly corner of said 36.58 acre tract, said iron rod being on the northerly R.O.W. line of aforesaid County Road 199;

Thence, with the southerly and westerly line of said 43.53 acre tract and the northerly and easterly R.O.W. line of said County Road 199 the following three (3) courses and distances:

- North 82 degrees 37 minutes 38 seconds West, a distance of 1,570.74 feet to a an iron rod found with cap stamped "Williamson County";
- North 20 degrees 57 minutes 23 seconds West, a distance of 43.36 feet to a an iron rod found with cap (cap illegible);
- North 07 degrees 22 minutes 56 seconds East, a distance of 856.03 feet to the Point of Beginning and containing 43.521 acres.

This is to certify that this plat and the survey on which it is based were prepared in accordance with the Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II survey. Field Work was completed on 6-19-2019.

GBI Partners, L.P.

Alan Jay Horton
Registered Professional Land Surveyor
Texas Registration No. 5768



LAND TITLE SURVEY

43.521 ACRES

BEING ALL OF A CALL 43.53 ACRE TRACT OF LAND RECORDED
IN THE NAMES OF CHRISTY D. NOREN & JENNY E. NOREN,
CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST IN
DOCUMENT NUMBER 2015015381, O.P.R.W.C.
LOCATED IN THE

WILLIAM GATLIN SURVEY, A-271

WILLIAMSON COUNTY, TEXAS

**GBI PARTNERS, L.P.**

LAND SURVEYING CONSULTANTS

1812 CENTRE CREEK DR., STE. 265 • AUSTIN, TX 78754

PHONE: 512-296-2675 • WWW.GBISURVEY.COM

TBPLS # 10194150 • TBPE # F17284

SCALE: 1"= 100'	JOB NO. A190110	DATE: 6-25-19
CREW CHIEF: AS	FIELD BOOK: A1908	DWG.: 190110.DWG

County: Williamson
Project: Castle
Job No.: A190110
MB No.: 19-044

FIELD NOTES FOR 43.521 ACRES

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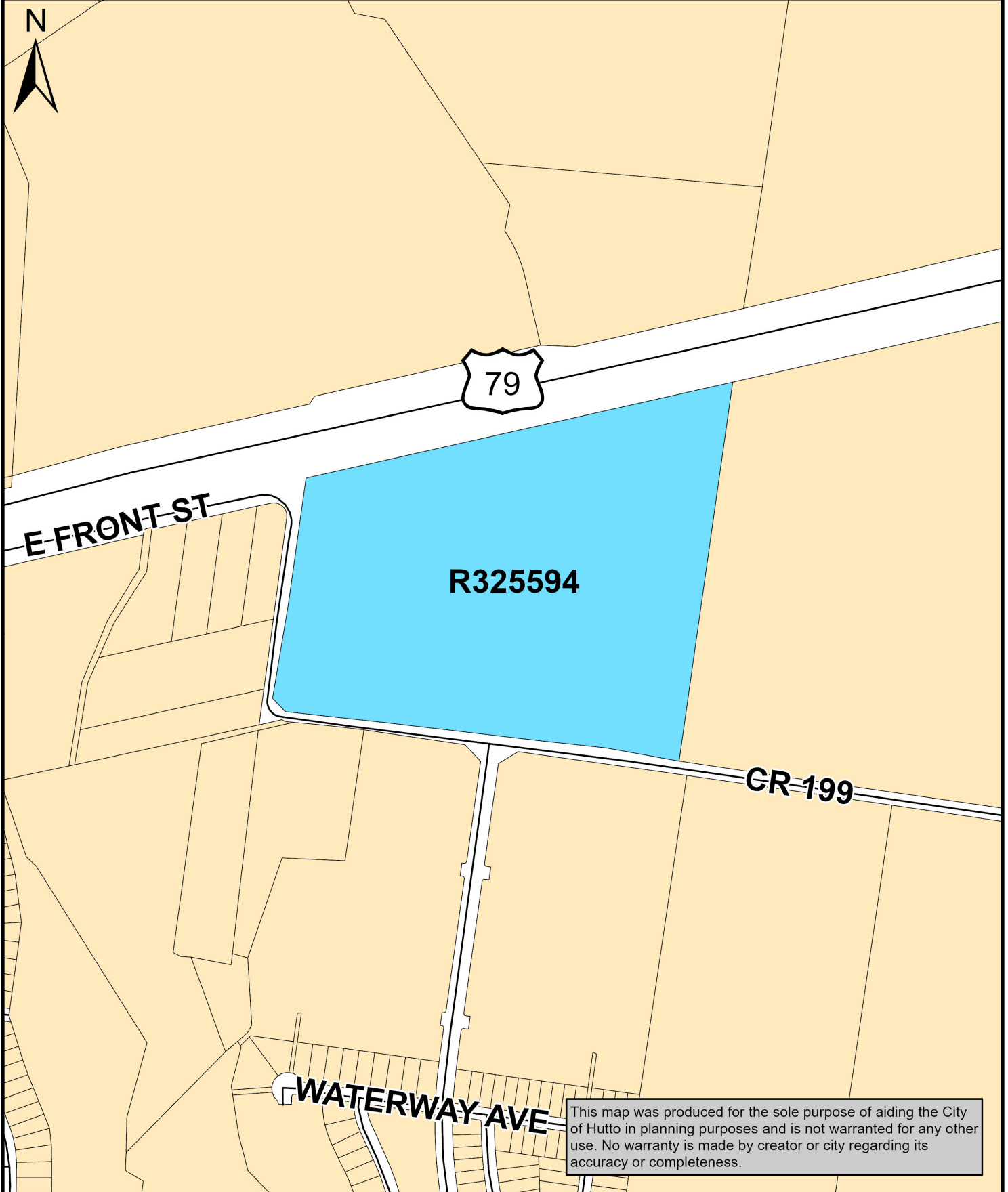
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3. North 07 degrees 22 minutes 56 seconds East, a distance of 856.03 feet to the **Point of Beginning** and containing 43.521 acres.

GBI Partners, LP
TBPLS Firm No. 10194150
Ph: 512-296-2675
June 25, 2019

Urbana at Cottonwood Creek (43.521 acres)



This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2021-013 approving the zoning change request for Urbana at Cottonwood Creek Planned Unit Development (PUD), 43.521 acres, more or less, of land, a mixed-use PUD, located on CR 199. (First Reading)(Ashley Lumpkin)
Meeting: Thursday, September 16, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Urbana at Cottonwood Creek is a proposed Planned Unit Development at the southeast intersection of CR 199 and E Front Street. It is 43.521 acres of undeveloped land.

Owner: 199 Hutto LLC

Applicant: Mark Baker, SEC Planning and Zach Hunman, Urbana

Current Zoning: ETJ (Future Land Use Map Designation - Industrial)

Proposed Zoning: Planned Unit Development (Multi-Family and Commercial)

Surrounding Land Uses:

- North - US 79
- East - ETJ with Development Agreement
- South - Cross Creek Planned Unit Development
- West - Light Industrial (JRS and City of Hutto Public Work

SUMMARY OF REQUEST:

The proposed Planned Unit Development would provide 300 residential units with a mix of sizes ranging from 635 square feet up to 1,375 square feet. There would also be 10.2 acres of General Commercial (B-2) on the northeast side of the property. The developer will dedicate the necessary right-of-way for the Front Street expansion to the east as shown in the Mobility Master Plan, as adopted in 2018. The Mobility Master Plan shows Front Street as project 'A55', a major collector roadway, which contains 44-feet of pavement within 69-feet of right-of-way.

STAFF REVIEW:

The proposed Planned Unit Development (PUD) zoning designation allows 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 UDC. Development standards are required for a parcel that would be developed as PUD. Staff has reviewed the proposed PUD against the required criteria.

The City's adopted Future Land Use Map designates this area as being intended for industrial use. However, with the new residential development in the area (Cross Creek and Cottonbrook), better compatibility is achieved by having multi-family and limited commercial uses as a buffer between the railroad, existing industrial uses, and the existing residential. The proposed zoning

AGENDA ITEM REPORT



keeps with the City's goal of providing a diversity of housing types and expanding commercial uses.

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 benefits from improved design.
 - The proposed PUD is consistent with the desired flexibility guidelines similar to many of the existing PUDs, and this PUD provides for a mix of uses
2. The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
 - The proposed uses within the PUD are compatible with the surrounding land uses. The entire PUD does not adversely impact the community.
3. The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient design.
 - The proposed PUD provides open space and an amenity center. They are also proposing pedestrian connectivity throughout the development and surrounding the development.
4. The benefits of preserving land for open space, parks, or other public amenities outweigh the potential impact from more intense or dense development of the site.
 - The proposed PUD provides clear and concise standards for multi-family development with active open space and site guidelines that are designed to minimize hazards while promoting a sense of community. These standards allow for a cohesive, pedestrian-oriented mixed-use development.
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 pedestrian connectivity as well as connectivity within the development. The standards of this development will not negatively affect the health, safety, and general welfare of the community.
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 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 developer is proposing to donate right-of-way and will meet the UDC requirements.
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 UDC and exceeds some design requirements within the UDC.

AGENDA ITEM REPORT



The Planning and Zoning Commission made a recommendation for approval with the condition that all construction traffic come from CR 132 and CR 199 and avoid Front Street. Staff finds that the proposed PUD for Urbana at Cottonwood Creek meets the intent of the provisions for PUD Review Criteria as listed in Section 10.203.13 of the UDC.

FINANCIAL IMPACT:

The developer will be paying the reinstated TIF, and if no improvements are eligible to offset these fees, the expected impact is approximately \$1.2M.

POLICY IMPLICATIONS:

Not applicable.

ATTACHMENTS:

1. UrbanaAtCC(43.521ac)PUD(FullPacket)

ORDINANCE NO. O-2021-013

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 43.521 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS URBANA AT COTTONWOOD CREEK 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 2nd day of March, 2021, and;

WHEREAS, on the 16th day of September, 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 **16th** day of **September, 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 **16th** day of **September, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

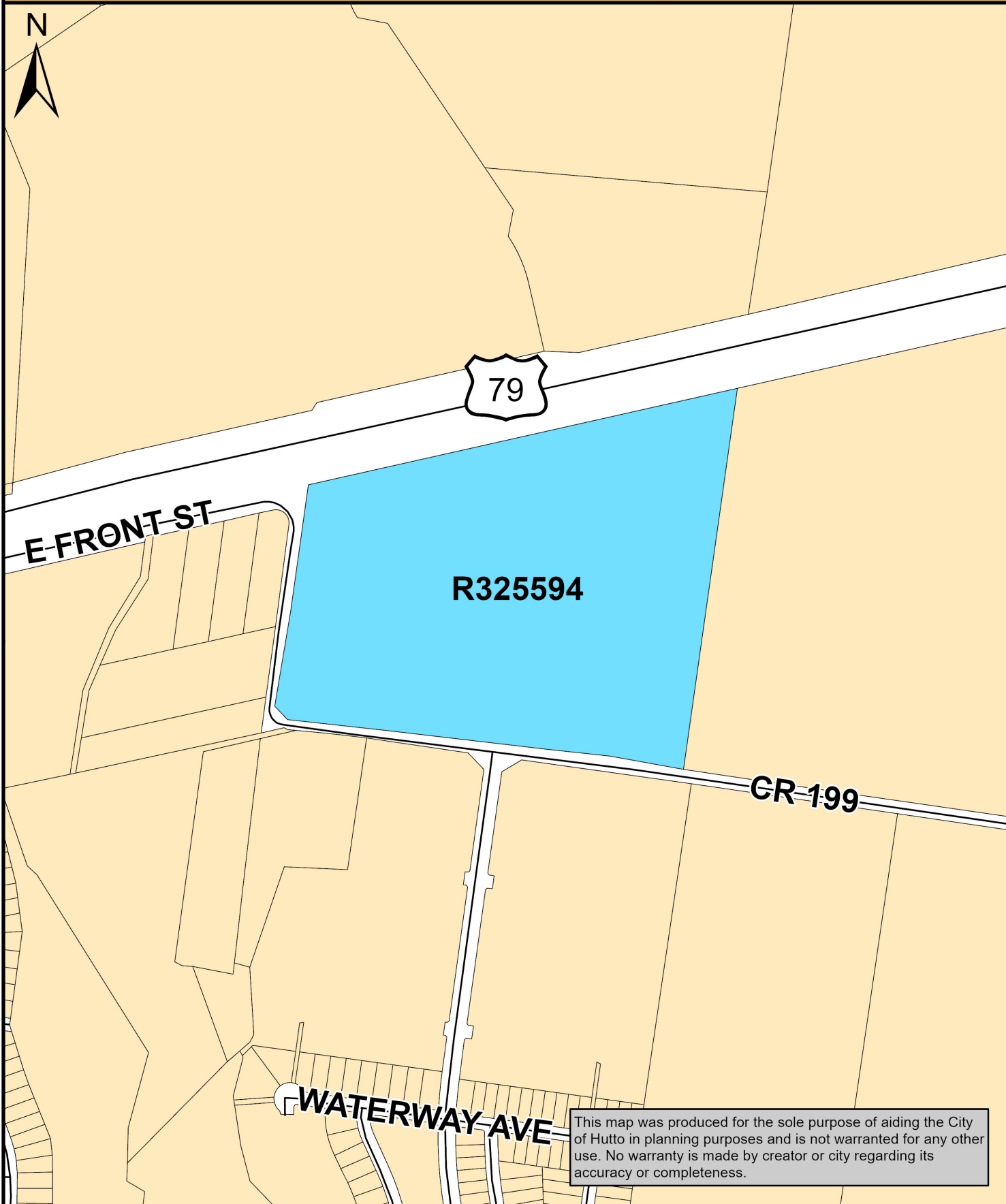
THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holly Nagy, City Secretary

Urbana at Cottonwood Creek (43.521 acres)

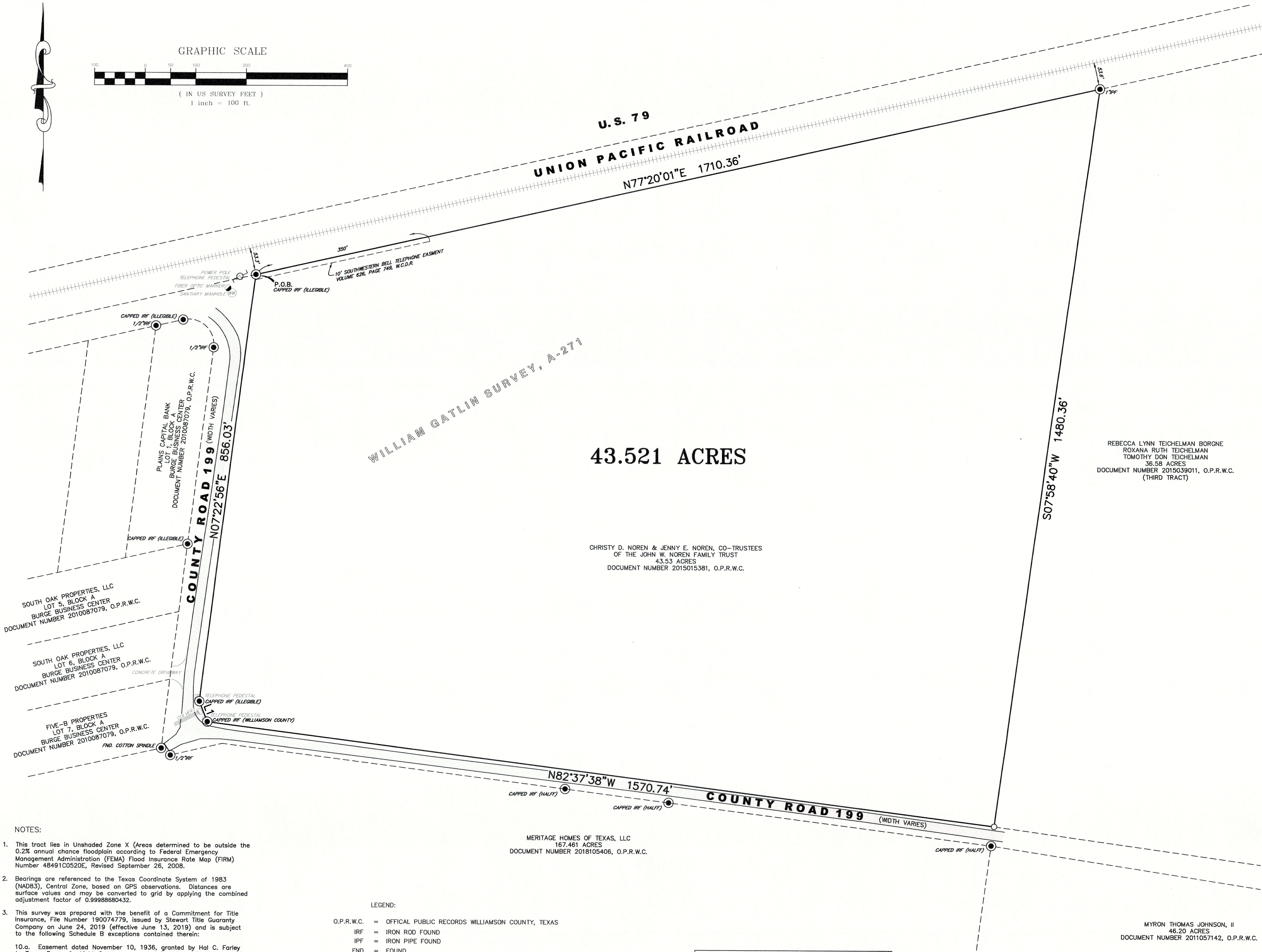
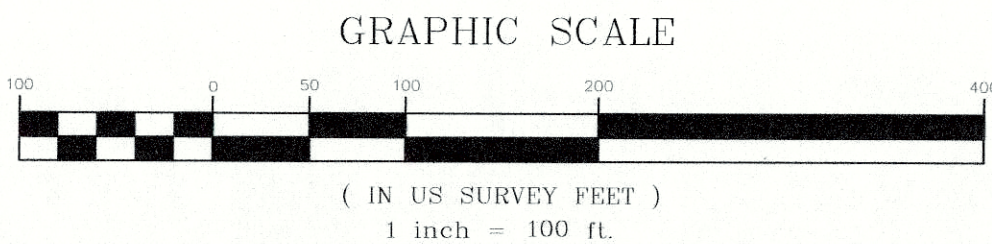


Map Document: (K:\Site_Location_Maps\2020_Site_Location_Maps\Urbana_at_Cottonwood_Creek.mxd)

10/12/2020 -- 8:34:11 AM



0 250 500 1,000
Feet



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Thence, with the southerly and westerly line of said 43.53 acre tract and the northerly and easterly R.O.W. line of said County Road 199 the following three (3) courses and distances:

- North 82 degrees 37 minutes 38 seconds West, a distance of 1,570.74 feet to a an iron rod found with cap stamped "Williamson County";
- North 20 degrees 57 minutes 23 seconds West, a distance of 43.36 feet to a an iron rod found with cap (cap illegible);
- North 07 degrees 22 minutes 56 seconds East, a distance of 856.03 feet to the Point of Beginning and containing 43.521 acres.

This is to certify that this plat and the survey on which it is based were prepared in accordance with the Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II survey. Field Work was completed on 6-19-2019.

GBI Partners, L.P.

Alan Jay Horton
Registered Professional Land Surveyor
Texas Registration No. 5768



LAND TITLE SURVEY

43.521 ACRES

BEING ALL OF A CALL 43.53 ACRE TRACT OF LAND RECORDED
IN THE NAMES OF CHRISTY D. NOREN & JENNY E. NOREN,
CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST IN
DOCUMENT NUMBER 2015015381, O.P.R.W.C.
LOCATED IN THE

WILLIAM GATLIN SURVEY, A-271

WILLIAMSON COUNTY, TEXAS



GBI PARTNERS, L.P.

LAND SURVEYING CONSULTANTS

1812 CENTRE CREEK DR., STE. 265 • AUSTIN, TX 78754

PHONE: 512-296-2675 • WWW.GBISURVEY.COM

TBPLS # 10194150 • TBPE # F17284

SCALE: 1"= 100'	JOB NO. A190110	DATE: 6-25-19
CREW CHIEF: AS	FIELD BOOK: A1908	DWG.: 190110.DWG

County: Williamson
Project: Castle
Job No.: A190110
MB No.: 19-044

FIELD NOTES FOR 43.521 ACRES

Being a 43.521 Acre Tract of land located in the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas. Said 43.521 acre tract being all of a called 43.53 acre tract of land recorded in the name of Christy D. Noren and Jenny E. Noren, Co-Trustees of the John W. Noren Family Trust in Document Number 2015015381, Official Public Records of Williamson County, Texas (O.P.R.W.C.), Said 43.521 acre tract of land being more particularly described by metes and bounds as follows: *(Bearings are based on the Texas Coordinate System, Central Zone, distances are surface and may be converted to grid by applying the average combined scale factor of 0.99988680432).*

Beginning at a capped iron rod found (cap illegible) for the northwesterly corner of said 43.53 acre tract, said iron rod being the intersection of the easterly Right-of-Way (R.O.W.) line of County road 199 (width varies) with the southerly R.O.W. line of Union Pacific Railroad (U.P.R.R.);

Thence, with the northerly line of said 43.53 acre tract the southerly R.O.W. line of said U.P.R.R., North 77 degrees 20 minutes 01 seconds East, a distance of 1,710.36 feet to a 1-inch iron pipe found for the northeasterly corner of said 43.53 acre tract, said iron rod being the northwesterly corner of a called 36.58 acre tract of land recorded in the names of Rebecca Lynn Teichelman Borgne, Roxana Ruth Teichelman and Timothy Don Teichelman in Document Number 2015039011, O.P.R.W.C. (Third Tract);

Thence, with the easterly line of said 43.53 acre tract and the westerly line of said 36.58 acre tract, South 07 degrees 58 minutes 40 seconds West, a distance of 1,480.36 feet to a 5/8-inch iron rod set with cap stamped "GBI Partners" for the southeasterly corner of said 43.53 acre tract and the southwesterly corner of said 36.58 acre tract, said iron rod being on the northerly R.O.W. line of aforesaid County Road 199;

Thence, with the southerly and westerly line of said 43.53 acre tract and the northerly and easterly R.O.W. line of said County Road 199 the following three (3) courses and distances:

1. North 82 degrees 37 minutes 38 seconds West, a distance of 1,570.74 feet to a an iron rod found with cap stamped "Williamson County";
2. North 20 degrees 57 minutes 23 seconds West, a distance of 43.36 feet to a an iron rod found with cap (cap illegible);
3. North 07 degrees 22 minutes 56 seconds East, a distance of 856.03 feet to the **Point of Beginning** and containing 43.521 acres.

GBI Partners, LP
TBPLS Firm No. 10194150
Ph: 512-296-2675
June 25, 2019

Urbana at Cottonwood Creek

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

**Exhibit A
Development Plan**

October 5, 2020

1st Revision November 23, 2020

2nd Revision February 25, 2021

Applicant:

**199 Hutto LLC
PO Box 966
Temple, TX 76503**

Applicant Representative:

**Atlantic Urbana Acquisition Company LLC
PO Box 14890
Tucson, Arizona 85732**

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 “Urbana at Cottonwood Creek” Planned Unit Development Ordinance and may be cited as “Urbana” PUD.

1.2 Purpose and Intent

The purpose of this Plan is to ensure a PUD that creates a 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.

The proposed project will provide a diversity of housing for the City by creating a housing type referred to as the “missing middle”. The product will incorporate a combination of single family detached units and attached units with a maximum of two units attached. From a maintenance and amenity perspective, the proposed neighborhood will function like a multi family project. Every unit has a private backyard and the community will incorporate private amenity facilities that include a club house, swimming pool, fitness area, etc. All common areas will be privately maintained by a management company to ensure that everything from building maintenance, painting and landscaping are routinely manicured.

This alternative housing product will serve residents who are looking for an alternative to multi family housing but may not be ready for or desire the obligations of home ownership. This housing alternative also serves those downsizing from a family home that do not wish to live in an apartment.

Additional provisions of the PUD that are superior to the City ordinances include additional landscape buffers along the perimeter of the project to ensure an attractive appearance to the surrounding community. The project also includes a minimum of nine acres of commercial land use along the highway 79 frontage, allowing a mix of uses and neighborhood commercial that can serve the growing population immediately to the south of the proposed project.

The Urbana at Cottonwood Creek property is currently illustrated as an Industrial land use on the City’s Comprehensive Land Use Plan. Much of the surrounding land has developed as single family homes, which could cause land use compatibility challenges in the near future. Industrial uses could bring conflicts with noise, truck traffic, lighting and hours of operation which could negatively affect the surrounding

single family neighborhoods. The proposed PUD housing product would provide a transitional use and density in between the existing single family neighborhoods and the proposed commercial frontage and the future industrial uses to the east. The applicant believes that the proposed PUD land uses would be superior to the current comprehensive plan given all of the aforementioned factors.

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) Private drives and trails; (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 five percent (5%) 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 Private drive 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 commercial and 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 or conditions not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for development requirements:

Multi Family: MF

The MF designated area on Exhibit C is intended to be used for a unique, medium density, detached housing product with a density in the 10-12 unit per acre range. The Urbana product is a highly amenitized housing development with single family detached and attached units with each unit having a private back yard area. Each unit will be an individual structure for rent within a gated, commonly maintained neighborhood. This new product offering provides a transitional use between traditional single-family neighborhoods to the south and the Highway 79 commercial/rail frontage.

A maximum of 310 units are allowed within the Urbana PUD.

Non Residential: B-1

The Urbana PUD is directly adjacent to the Union Pacific railroad which parallels Highway 79. A future collector roadway right of way within the Urbana PUD will also parallel the railroad and be located along the northern boundary of Urbana, ultimately connecting CR199 to CR 132. Per Exhibit C, the Urbana PUD is proposing non-residential uses which will be located adjacent to this new collector road and railroad. Due to the proximity to Highway 79 and the railroad, a range of uses from office and retail, to light industrial are possible.

A minimum of 9 acres of Non-Residential land will be provided within the Urbana PUD.

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	
Single family detached or attached on a common lot	
<u>Non-Residential</u>	
Hotel	
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 Store (less than 5,000 s.f.)	
Retail Store (greater than 5,000 s.f.)	

Bakery	
Bank	
Convenience Store	
Indoor Recreation Facility	
Grocery Store	

Use-Non Residential	Conditional Use
Day Care: Child (1-6 children)	
Day Care: Child (greater than 6 children)	
School: no more than 5 students	
School: at least 6 students	
Nursing Home	
Public Utility Substation	2
Bed and Breakfast	
Bus Stops	
Self Storage	1
Place of Worship	
Light Industrial Use – (as defined by the UDC)	2
Vehicle Minor Repair - (as defined by the UDC)	2
Research Laboratory	

Accessory Uses

Accessory uses	
Antenna, non residential use: other	
Drive through facility	2
Satellite dish	
ATM machines – stand alone	

Conditions of Use

1. Self Storage:

- a. All storage units must be enclosed within a building.
- b. Multi-story facilities with internal access to storage units are allowed, and exterior roll-up doors providing access to individual units are prohibited.
- c. No direct glare from any illumination on the site shall be visible from lots in any adjacent residential zoning district.
- d. Uses not related to the short-term storage of household items and non-hazardous, non-perishable durable goods are prohibited at self-storage facilities. This includes automobile, boat, vehicle and heavy equipment storage; storage of hazardous items, perishable goods or animals; and use as a residence, office, workshop, studio, band rehearsal area or place of business.
- e. Electrical service to individual units must be for lighting and climate control only. Electrical outlets cannot be provided in individual units.
- f. One dwelling occupied by the owner or on-site manager and their household is permitted as a necessary use to a self-storage facility.
- g. Must not be used as a general warehouse facility.

2. Special Use Permit Required

- a. Public Utility Sub Station, Light Industrial, Vehicle Minor Repair and Drive Through Facility Uses are subject to a Special Use Permit

2.2 Use Descriptions and Standards

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

Prohibited Uses

Uses not listed in the “Permitted Use” table in section 2.1 shall be deemed prohibited.

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 non residential 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	1space 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

Non residential 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.

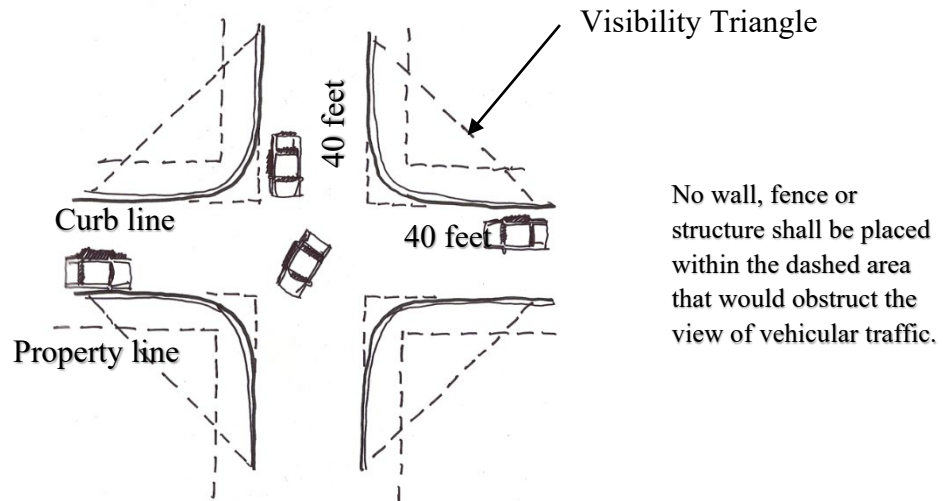
3.4 Landscaping

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 non residential 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

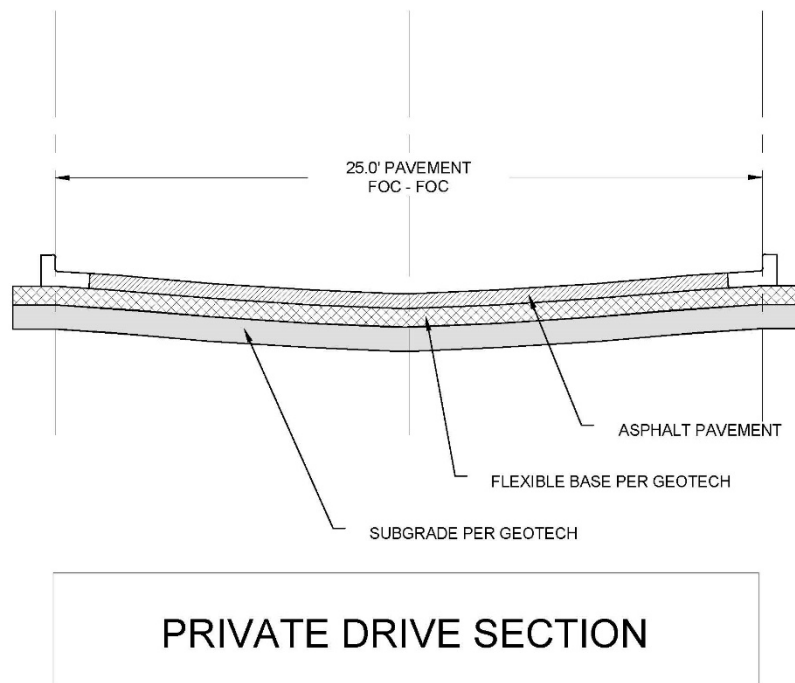
All plants on newly developed parcels must be irrigated with underground or drip irrigation.

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.

4. Exhibits

Legal Description – Exhibit B

Land Use Plan-Exhibit C

Residential Architectural Product-Exhibit D

Urbana at Cottonwood Creek PUD | 24

Exhibit C – Land Use Plan



Exhibit D – Urbana Architectural Product







AGENDA ITEM REPORT



To: City Council
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2021-060 approving the proposed annexation of the Lidell-Walker Tracts, 263.008 acres, more or less, of land, and to establish the base zoning for the property as SF-1 (Single-Family Residential). (First Reading)(Ashley Lumpkin).
Meeting: Thursday, September 16, 2021
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. LidellWalker Annex Ord
2. R325515(14.504ac)EagleCrest-Survey
3. R020368-R365975-R334065-R365971(65.281ac)Guerrero-Survey
4. R020375(106.91ac)Lidell-Survey
5. R020380(76.317ac)Walker-Survey
6. Lidell_Walker(SiteMap)

ORDINANCE NO. O-2021-060

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 263.008 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 the tracts of land containing 263.008 acres, more or less, of land, being out of the John Dykes Survey, Abstract No. 186 and Canutillo Colony Ditch Company Survey, Abstract No. 693 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 Village (Single Family Residential - Village) 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 **16th** day of **September, 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.

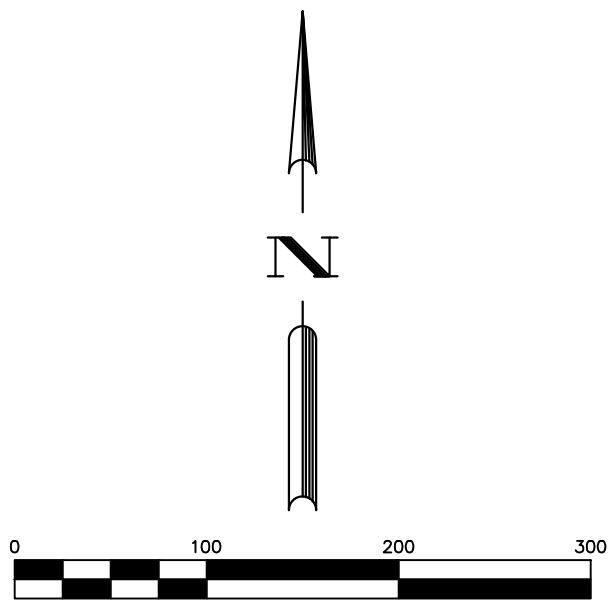
READ, PASSED and **ADOPTED** on first reading of ordinance this **16th** day of **September, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

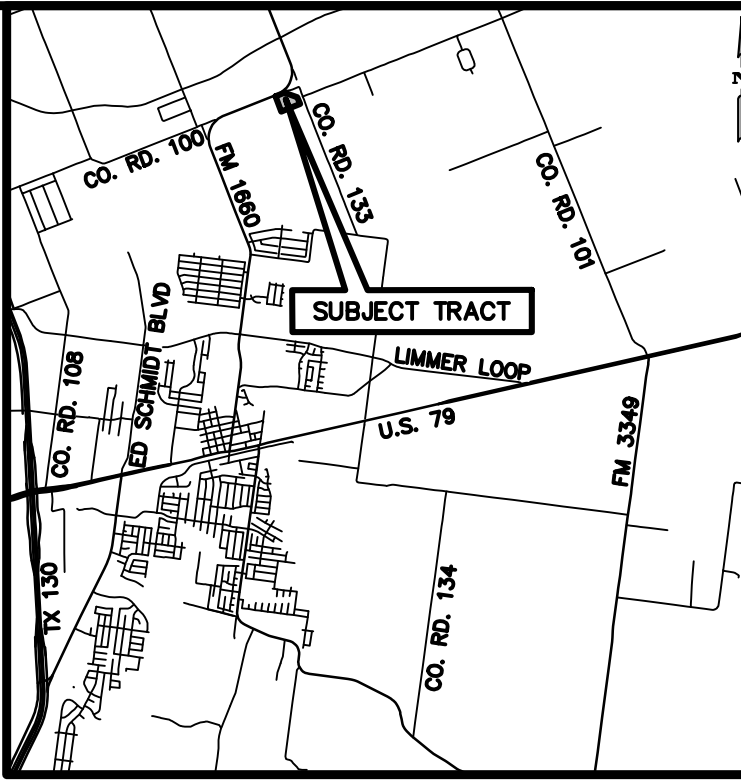
Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary



LEGEND	
B.W.F.	BARBED WIRE FENCE
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.P.	ELECTRIC METER POLE
F.P.	FENCE POST
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.F.	PIN FLAG
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
V.P.	VERTICAL PIPE
()	RECORD INFO., DOC. NO. 2021007714
[]	RECORD INFO., VOL. 484, PG. 331
{ }	RECORD INFO., DOC. NO. 2012039498
[]	RECORD INFO., DOC. NO. 2016121073
[]	SCHEDULE B ITEM
●	FOUND 1/2" IRON ROD (UNLESS NOTED)
○	FOUND AXLE
△	FOUND 2" IRON PIPE
○	CALCULATED POINT
—	EDGE OF ASPHALT
—	OVERHEAD TELEPHONE
—	OVERHEAD ELECTRIC
—	WIRE FENCE



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

FIELD NOTES FOR A 14.504 ACRE TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 14.502 ACRE TRACT OF LAND AS CONVEYED TO EAGLE CREST INVESTMENT, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021007714 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 14.504 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the southerly right-of-way line of F.M. 1660 (variable width right-of-way) on the east line of the remaining portion of a called 163.89 acre tract of land as conveyed to Ricky D. Kruger, Brenda K. Sladek and Timothy R. Kruger by Executor's Deed recorded in Document Number 2016121073 of the Official Public Records of Williamson County, Texas, at the northwest corner of said Eagle Crest Investment 14.502-acre tract, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the southerly right-of-way line of said F.M. 1660 and the northerly line of said Eagle Crest Investment 14.502-acre tract, N 68°21'24" E a distance of 458.18 feet to a 1/2-inch iron rod found at the west corner of a called 4.64 acre tract of land described as Tract 1 as conveyed to Christopher J. Salisbury and Ashley R. Salisbury by Warranty Deed with Vendor's Lien recorded in Document Number 2012039498 of the Official Public Records of Williamson County, Texas, at the northeast corner of said Eagle Crest Investment, LLC tract, for the north corner of the herein described tract;

THENCE, departing the southerly right-of-way line of said F.M. 1660 with the west line of said Salisbury 4.64-acre tract and the east line of said Eagle Crest Investment 14.502-acre tract, S 70°18'11" E a distance of 648.99 feet to a 1/2-inch iron rod found at the southwest corner of said Salisbury 4.64-acre tract, at the northwest corner of a called 1.86 acre tract of land described as Tract 2 as conveyed to Christopher J. Salisbury and Ashley R. Salisbury by said Warranty Deed with Vendor's Lien recorded in Document Number 2012039498 of the Official Public Records of Williamson County, Texas, at an easterly corner of said Eagle Crest Investment 14.502-acre tract, for an easterly corner of the herein described tract;

THENCE, with the west line of said Salisbury 1.86-acre tract and the east line of said Eagle Crest Investment 14.502-acre tract, S 23°07'16" E a distance of 346.30 feet to a 1/2-inch iron rod found on the northerly line of a called 105.75 acre tract of land as conveyed to Charles Mervin Walker and Grace E. Walker by Warranty Deed recorded in Volume 484, Page 331 of the Deed Records of Williamson County, Texas, at the southeast corner of said Eagle Crest Investment 14.502-acre tract, for the southeast corner of the herein described tract, from which a 2-inch iron pipe found on the westerly right-of-way line of County Road 133 (variable width right-of-way) for the southeast corner of said Salisbury 1.86-acre tract bears N 68°20'40" E a distance of 226.35 feet;

THENCE, with the northerly line of said Walker 105.75-acre tract and the southerly line of said Eagle Crest Investment 14.502-acre tract, S 68°22'06" W a distance of 493.20 feet to a 1-inch iron rod found at the northwest corner of said Walker 105.75-acre tract and the northeast corner of a called 106.91 acre tract of land as conveyed to Jon Mark Lidell, Lynn Russell Lidell and Michael C. Lidell by Special Warranty Deed recorded in Document Number 2002015476 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the northerly line of said Lidell 106.91-acre tract and the southerly line of said Eagle Crest Investment 14.502-acre tract, S 68°14'19" W a distance of 466.23 feet to an axle found at the southeast corner the aforementioned Kruger remainder tract and at the southwest corner of said Eagle Crest Investment 14.502-acre tract, for the southwest corner of the herein described tract, from which a 1-inch iron rod found at the northwest corner of said Lidell 106.91-acre tract bears S 68°25'37" W a distance of 294.31 feet;

THENCE, with the easterly line of said Kruger remainder tract and the westerly line of said Eagle Crest Investment 14.502-acre tract, N 21°16'12" W a distance of 775.74 feet to the POINT OF BEGINNING and containing 14.504 acres of land, more or less.

GENERAL NOTES

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99988116.
- THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0510F, REVISED DECEMBER 20, 2019.
- THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND COUNTERSIGNED BY CAPSTONE TITLE UNDER FILE NO. 20210532, DATED EFFECTIVE MARCH 05, 2021 AND ISSUED ON MARCH 17, 2021.
- NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT TIME OF SURVEY.

RESTRICTIVE COVENANT AND EASEMENT NOTES

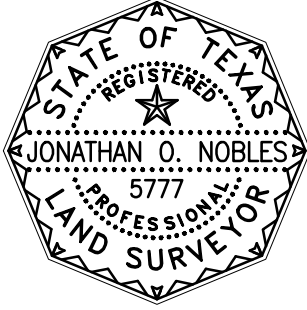
- EASEMENT GRANTED TO STATE OF TEXAS AS DESCRIBED IN VOLUME 476, PAGE 574 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT BUT LOCATION CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- RIGHT OF WAY EASEMENT GRANTED TO JONAH WATER SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NUMBER 2000043879 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. DOES NOT AFFECT THE SUBJECT TRACT.
- EASEMENT AND RIGHT OF WAY GRANTED TO TXU ELECTRIC AS DESCRIBED IN DOCUMENT NUMBER 2000078318 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- EASEMENT AND RIGHT OF WAY GRANTED TO TXU ELECTRIC AS DESCRIBED IN DOCUMENT NUMBER 2000078319 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. DOES NOT AFFECT THE SUBJECT TRACT.
- TERMS, CONDITIONS AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT AS RECORDED IN DOCUMENT NUMBER 2006090270 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. DOES NOT AFFECT THE SUBJECT TRACT.

To WayMaker Ventures, LLC, Old Republic National Title Insurance Company and Capstone Title:

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(a), 9 and 16 of Table A thereof. The field work was completed on February 18, 2020.

Date of Plat or Map: April 20, 2021

Jonathan O. Nobles
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400



BGE, Inc. 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPELS Licensed Surveying Firm No. 10106502	
ALTA/NSPS LAND TITLE SURVEY OF 14.504 ACRES OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY COUNTY ROAD 132 HUTTO, TEXAS	
PARTY CHIEF: M.G.	ISSUE DATE: 04/20/2021
TECHNICIAN: S.B.	SCALE: 1"=100'
R.P.L.S.: J.N.	JOB NUMBER: 8626-00
FIELD BOOK NAME: 70	OF 1
BASE FILE: G:\TXC\Projects\WayMaker\8626-00-Lidell_Walker_Prelim\SV\01_Coils\8626-00_BASE-SURF.dwg	

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99988116.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 480401050F, REVISED DECEMBER 20, 2019.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY AND MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 480401050F, COMPANED EFFECTIVE FEBRUARY 01, 2021 AND ISSUED ON FEBRUARY 10, 2021.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT TIME OF SURVEY.

100 EASEMENT AS RECORDED IN VOLUME 563, PAGE 734 OF THE DEED RECORDS OF
EASEMENT COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT BUT ITS LOCATION

105 EASEMENT AS RECORDED IN VOLUME 867, PAGE 90 OF THE DEED RECORDS OF
EASEMENT COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

110 TERMS, CONDITIONS AND SITUATIONS IN THAT CERTAIN RESOLUTION NO.
R-19-20-23-28 AS RECORDED IN DOCUMENT NUMBER 2019048162 OF THE OFFICIAL
PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, TERMS, CONDITIONS AND
SITUATIONS DO AFFECT THE SUBJECT TRACT. (NOT PLOTTABLE)

115 TERMS, CONDITIONS AND SITUATIONS IN THAT CERTAIN RESOLUTION NO.
R-19-20-23-28 AS RECORDED IN DOCUMENT NUMBER 2019048162 OF THE OFFICIAL
PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, TERMS, CONDITIONS AND
SITUATIONS DO AFFECT THE SUBJECT TRACT. (NOT PLOTTABLE)

120 TERMS, CONDITIONS AND SITUATIONS IN THAT CERTAIN AGREEMENT OF
CORRECTED IN VOLUME 1248, PAGE 320 OF THE OFFICIAL RECORDS OF WILLIAMSON
COUNTY, TEXAS, TERMS, CONDITIONS AND SITUATIONS DO AFFECT THE SUBJECT
TRACT. (NOT PLOTTABLE)

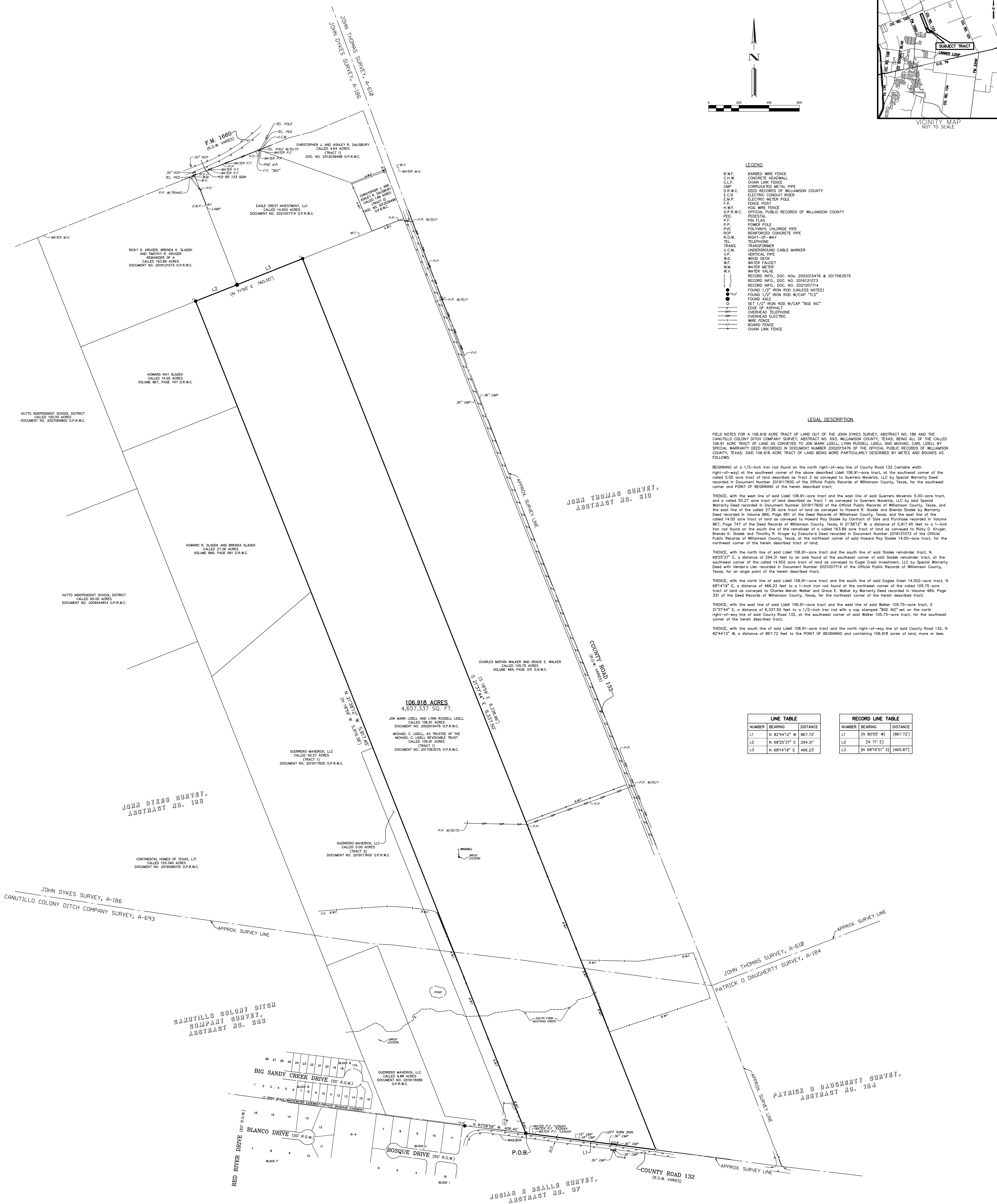
125 STATEMENT OF OWNERSHIP CONCERNING MANUFACTURED HOMES AS RECORDED IN
VOLUME 1000, PAGE 100 OF THE OFFICIAL RECORDS OF WILLIAMSON
COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (NOT PLOTTABLE)

B.F. BOARD FENCE
B.D.G. BUILDING
B.W.F. BUREAU WIRE FENCE
C.H.W. CHAIN LINK FENCE
C.C. CORRUGATED HEADWALL
C.L. CEMENT
CMP. CORRUGATED METAL PIPE
CLE. CLEAN OUT
CONC. CONCRETE
D.O.W.C. DEPARTMENT OF WILLIAMSON COUNTY
E.C.R. ELECTRIC CONDUIT RACE
E.M.P. ELECTRIC METER POLE
F.P. FIRE PUMP
H.W.F. HOOD WIRE FENCE
MANH. MANHOLE
N.T.S. NOT TO SCALE
O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.A. PERMITS
P.N. PIN FLAG
P.P. POWER POLE
PVC. POLYVINYL CHLORIDE PIPE
R.W. REINFORCED CONCRETE
R.F. REFLECTOR STOP
R.O.W. RIGHT-OF-WAY
S.L. SEPTIC LID
TEL. TELEPHONE
T.U. TRANSFORMER
U.C. UNDERGROUND CABLE MARKER
V.P. VERTICAL PIPE
W.D. WOOD RACK
W.F. WATER FAUCET
WM. WATER MAIN
W.V. WATER VALVE
[] RECORD INFO., DOC. NO. 201918689
[] RECORD INFO., DOC. NO. 201918700
[] RECORD INFO., VOL. NUMBER 300, PAGE 259
● RECORD INFO.BX X, SIDE "A"
○ FOUND 1/2" IRON ROD (UNLESS NOTED)
○ FOUND 1/2" IRON ROD W/CAP "PARTS DAMAGED"
○ FOUND 1/2" IRON ROD W/V CAP "LIST"
○ FOUND 1/2" IRON ROD W/CAP "POLES 22' LONG"
● ALL POINTS FOUND 1/2" IRON ROD W/CAP "ALL POINTS"
○ FOUND 1/2" IRON ROD W/CAP "ALL POINTS"
○ FOUND 1/2" IRON ROD W/CAP "BGE INC."
○ OVERHEAD TELEPHONE
○ OVERHEAD ELECTRIC
○ WIRE FENCE
○ BOARD FENCE
○ CHAIN LINK FENCE

LINE TABLE		
NUMBER	BEARING	DISTANCE
(L1)	(N 07°27'03" E)	(50.34')
[L1]	[N 07°27'03" E]	[50.34']

ALTA/NSPS LAND TITLE SURVEY OF
65.281 ACRES OUT OF THE
JOHN DYKES SURVEY, A-186 & THE
CANUTILLO COLONY DITCH CO. SURVEY, A-693
815 & 825 COUNTRY ROAD 132
HUTTO, TEXAS

PARTY CHIEF:	M.G.	ISSUE DATE:	04/08/2021	SHEET 1
TECHNICIAN:	S.B.	SCALE:	1"=100'	
R.P.L.S.:	J.N.	JOB NUMBER:	8626-00	
FIELD BOOK NAME:			70	
BASE FILE: G:\TVC\Projects\WayMaker\8626-00-Lidell_Walker_Prelim\SY01_Cdcs\8626-00_BASE-SURF.dwg				OF 1



1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99988116.
2. THE PROPERTY LINES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 448401050F, REVISED 05/2018, ARE CORRECT.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND COUNTERSIGNED BY CAPSTONE TITLE UNDER FILE NO. 20220204, DATED EFFECTIVE JANUARY 21, 2021 AND ISSUED ON FEBRUARY 01, 2021.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED.

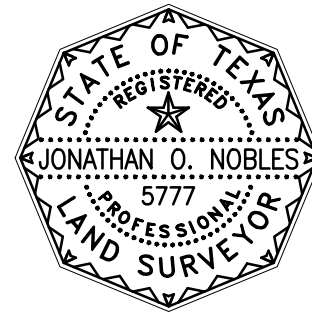
10E. TERMS, CONDITIONS AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-8HHI AS RECORDED IN DOCUMENT NUMBER 2019043493 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. TERMS, CONDITIONS AND STIPULATIONS DO AFFECT THE SUBJECT TRACT. (NOT PLOTTABLE)

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items Items 1-4, 7(a), 9 and 16 of Table A thereof. The field work was completed on February 18, 2020.

Date of Plot or Map: April 8, 2021

Date of Plot or Map: April 8, 2021

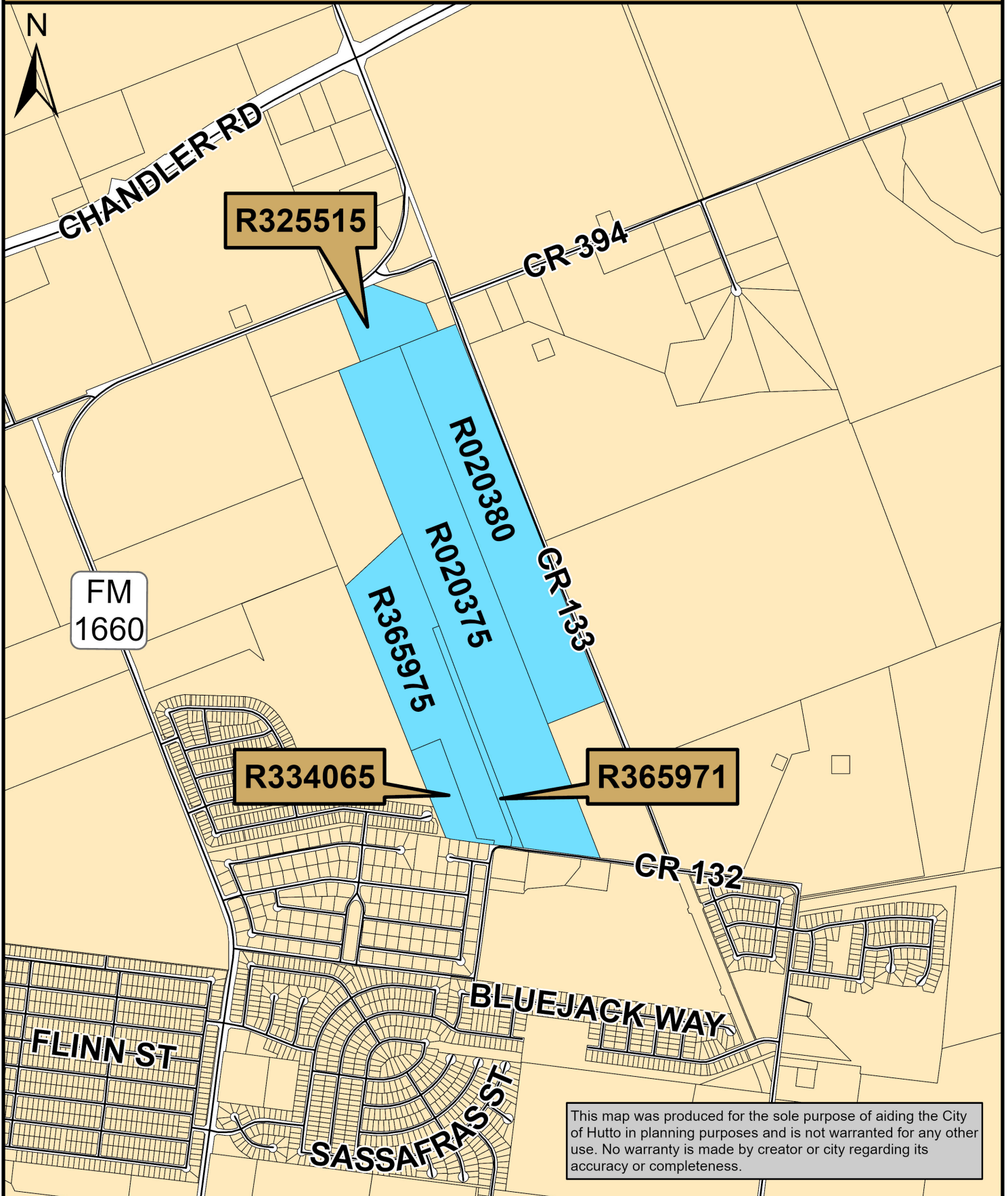

JONATHAN O. NOBLES RPLS NO. 5777
BOE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-D400



BGE
BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPES Licensed Surveying Firm No. 10106502

ALTA/NSPS LAND TITLE SURVEY OF
106.918 ACRES OUT OF THE
JOHN DYKES SURVEY, A-186 & THE
CANUTILLO COLONY DITCH CO. SURVEY, A-693
COUNTY ROAD 132
HUTTO, TEXAS

Lidell Walker Annexation



AGENDA ITEM REPORT



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2021-058 opening a public hearing on the levy of assessments on property within Durango Farms Public Improvement District and approving levying special assessments for, and apportioning the costs of, certain improvements to property in and for the Durango Farms Public Improvement District; fixing a charge and lien against all properties within the district, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in the district and the real and true owners thereof; approving a service and assessment plan; providing a severability clause; and providing an effective date.(First Reading)(Dorothy Palumbo)

Meeting: Thursday, September 16, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto Assessment Ordinance.9.16.21. Final

ORDINANCE NO. O-2021-058

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City of Hutto, Texas (the "*City*") pursuant to the Act, requesting the creation of a public improvement district located within the corporate limits of the City to be known as Durango Farms Public Improvement District (the "*District*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, and other improvement projects; and

WHEREAS, the petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on August 6, 2021, after due notice, the City Council (the "*City Council*") of the City opened the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the Act and on August 6, 2020 the City Council made the findings required by Section 372.009(b) of the Act and, by Resolution No. R-2020-068 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of Creation Resolution, the City published notice of its authorization of the creation of the District on August 25, 2021 in the *Austin American Statesman*, a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, pursuant to the Act, the proposed assessment roll for District (the "*Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, the statutory notice of a public hearing was published on August 29, 2021, to consider the levy of the proposed assessments (the "*Assessments*") on real property within the District was published in the *Taylor Press*, a newspaper of general circulation in the City and was mailed to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, after notice was provided as required by the Act, the City Council on September 16, 2021, opened and held a public hearing to consider the levy of the proposed Assessments on property within the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the District (the "*Authorized Improvements*"), the purposes of the Assessments, the special benefits of the Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Durango Farms Public Improvement District Service and Assessment Plan, in a form substantially similar to the attached Exhibit A, which final form shall be approved by the City Manager (the "*Service and Assessment Plan*"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, in connection with the levy of the Assessments, concurrently herewith, the owners (the "*Landowners*") of the privately-owned and taxable property located within the District will execute a landowner agreement, wherein the Landowners, among other things, approves and accepts this Ordinance and the Service and Assessment Plan, including the Assessment Roll, consents to and accepts the levy of the Assessments against their property located within the District and agrees to pay the Assessments; and

WHEREAS, the City Council closed the hearing on September 16, 2021, and, after considering all written and documentary evidence presented at the hearing, including all written

comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The Service and Assessment Plan, attached hereto as Exhibit A has been presented to and reviewed by the City Council and the City Council hereby approves the Service and Assessment Plan and adopts the Service and Assessment Plan as the service plan and assessment plan for the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan. A copy of the Service and Assessment Plan shall be filed not later than the seventh day after the effective date of this Ordinance with the county clerk of each county in which all or part of the District is located.

Section 3. The Authorized Improvements described in the preamble hereof include the improvements that will benefit and serve all of the property within District (the "Authorized Improvements"). The Authorized Improvements benefit and serve all of the property within the District and are set forth in Section III of the Service and Assessment Plan.

Section 4. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the District that: (i) the enhancement and value to accrue to the District and the real and true owner or owners thereof by virtue of construction of the Authorized Improvements will be equal to or in excess of the amount of the cost of the proposed Authorized Improvements; (ii) that the apportionment of the costs of the Authorized Improvements and the Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the Authorized Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Authorized Improvements in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the Authorized Improvements and Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within the District, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the Act and the proceedings of the City Council. The cost of said Authorized Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F of the Service and Assessment Plan attached hereto.

Section 5. There shall be and is hereby levied and assessed against the property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit F of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 6. The sums assessed against property located within the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Assessment Roll attached as Exhibit F to the Service and Assessment Plan.

Section 7. (a) The levy of the Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the Authorized Improvements to be assessed against the property within the District, shall be as set forth in the Service and Assessment Plan.

(c) Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Authorized Improvements, including debt service on obligations issued to pay the costs of the Authorized Improvements, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 8. This Ordinance incorporates by reference all provisions and requirements of the Act.

Section 9. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained. PASSED, APPROVED AND ADOPTED on the ____ day of _____, 2021.

ATTEST:

Mike Snyder, Mayor

Holly Nagy, City Secretary

[SEAL]

ORDINANCE NO. O-2021-058 READ and APPROVED on first reading on the ____ day of _____, 2021, at a meeting of the City Council of the City of Hutto, Texas at which a quorum was present and for which due notice was given pursuant to Section 551.00, et. seq., of the Texas Government Code.

MOTION APPROVED pursuant to Hutto City Charter Article 3, Section 3.13 to dispense with second reading on the ____ day of _____, 2021, at a meeting of the City Council of the City of Hutto, Texas at which a quorum was present and for which due notice was given pursuant to Section 551.00, et. seq., of the Texas Government Code.

Exhibit A

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

(see attached)

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-147 approving the proposed development agreement for the Lidell-Walker Tracts, 263.008 acres, more or less, of land. (Ashley Lumpkin).
Meeting: Thursday, September 16, 2021
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

The proposed Development Agreement is to cover the upsizing of a liftstation for additional LUEs, a traffic fee proposal per unit in lieu of a traffic impact analysis, and some slight (five-foot smaller) modification of the right-of-way widths. The draft agreement is attached to this item.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. DA(Proposed)
2. R-2021- Resolution Approving WMV DA

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into to be effective as of the ____ day of _____, 2021 (the “Effective Date”), by and between the **City of Hutto, Texas** (the “City”), a home rule city organized under the laws of the State of Texas, and **WMV North Hutto, LLC**, a Texas limited liability company, and its successors and assigns (“Owner”). The City and Owner are, collectively, the “Parties” to this Agreement.

RECITALS

WHEREAS, Owner has the right to acquire that certain tract of land containing approximately 263.02 acres currently in the City’s extraterritorial jurisdiction (“ETJ”) (the “Property”), comprised of a 106.918 acre tract, more or less, described by metes and bounds on **Exhibit A-1** attached hereto and incorporated herein (“Tract 1”); a 76.317 acre tract, more or less, described by metes and bounds on **Exhibit A-2** attached hereto and incorporated herein (“Tract 2”); a 65.281 acre tract, more or less, described by metes and bounds on **Exhibit A-3** attached hereto and incorporated herein (“Tract 3”); and a 14.504 acre tract, more or less, described by metes and bounds on **Exhibit A-4** attached hereto and incorporated herein (“Tract 4”); and

WHEREAS, Owner intends to acquire and develop the Property into a single-family residential subdivision containing approximately 1,123 single-family lots and community amenities (the “Project”), that will serve present and future residents of the City; and

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

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

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

ARTICLE I **PURPOSE AND INTERPRETATION**

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

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

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

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Party includes such Party's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Party in a particular capacity excludes such Party in any other capacity or individually;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;
- (f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (g) reference to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

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

ARTICLE II **DEFINITIONS**

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

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

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

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

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

"**Owner**" means WMV North Hutto, LLC, a Texas limited liability company, and its successors and assigns that specifically assume the rights and obligations of this Agreement.

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

"**LUE**" means the capacity necessary to serve a single-family residential connection or its equivalent.

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

“**Party**” means the City or Owner.

“**Peterson Property**” means the approximately 226.473 acres of land located to the west of the Property, comprised of a 199.464 acre tract, more or less, described by metes and bounds on **Exhibit C-1** attached hereto and incorporated herein (“Peterson Tract 1”); and a 27.009 acre tract, more or less, described by metes and bounds on **Exhibit C-2** attached hereto and incorporated herein (“Peterson Tract 2”).

“**Peterson Property Developer**” means the party that develops the Peterson Property and receives wastewater service from the City to the Peterson Property via the Wastewater Lift Station and the WWTP (as such terms are defined below).

“**Project**” means the Project as described in **Article IV**.

“**Property**” means the real property described and shown on **Exhibit A-1**, **Exhibit A-2**, **Exhibit A-3**, and **Exhibit A-4**.

“**State**” means the State of Texas.

“**UDC**” means the Unified Development Code of the City as of the Effective Date.

“**Wastewater Lift Station**” means that portion of the City’s wastewater system contemplated in this Agreement, being an approximately 2,600 LUE wastewater lift station that will connect the Project to the WWTP, as more particularly described and depicted as the “Proposed Mustang Creek Lift Station” on **Exhibit D** attached hereto and incorporated herein.

“**WWTP**” means the Hutto South Regional Wastewater Treatment Plant.

ARTICLE III

ANNEXATION AND ZONING

3.01 Annexation. As of the Effective Date, the Property has not been annexed, but is in the City’s ETJ. While Tract 1, Tract 2 and approximately 55.74 acres of Tract 3 are subject to the Prior Development Agreements (defined below), Tract 4 and approximately 9.541 acres of Tract 3 are not subject to any agreements pursuant to which the owner of such tracts has consented to annexation by the City. In consideration of this Agreement and the City’s incentives set forth in Section 4.03 below, Owner and City hereby agree to the annexation of the Property into City’s corporate limits, and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner’s request for annexation. Further, notwithstanding that the Project may be phased (as set forth below), Owner agrees that all Property will be annexed in one proceeding. City agrees that phases not under active development may remain in agricultural or open space use for purposes of ad valorem tax purposes (although all such Property shall be subject to the ordinances and jurisdiction of the City once annexed.)

3.02 Zoning. Because the Property has not been annexed, it has not yet been zoned. The Parties agree that they will work together in good faith to zone the Property “SF-1 Village” (defined in

the UDC), subject to the modifications in this Agreement. The Property shall be zoned contemporaneous with annexation. Upon the adoption of permanent zoning for the Property, the applicable UDC provisions will be subject to the terms, provisions and conditions of this Agreement.

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

3.04 Land Use Upon Annexation. On the effective date of the annexation of the Property, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all of the Property shall be vested for the uses and development standards set forth in this Agreement, unless Owner substantially amends or abandons the Project, defaults under this Agreement, or permits its vested rights under Chapter 245 of the Texas Local Government Code to expire.

3.05 Prior Development Agreements. This Agreement supersedes and replaces in all respects the prior Chapter 43 Texas Local Development Code Development Agreements relating to the Property, or any portion thereof, including: (i) the Development Agreement dated February 4, 2019, relating generally to Tract 1 and recorded under Document No. 2019043493, Official Public Records of Williamson County, Texas; (ii) the Development Agreement dated January 24, 2019, relating generally to Tract 2 (and other property) and recorded under Document No. 2020144955, Official Public Records of Williamson County, Texas; (iii) the Development Agreement dated December 28, 2018, relating generally to 50.74 acre portion of Tract 3 and recorded under Document No. 2019046112, Official Public Records of Williamson County, Texas; and (iv) the Development Agreement dated December 28, 2018, relating generally to a 5 acre portion of Tract 3 and recorded under Document No. 2019035411, Official Public Records of Williamson County, Texas (collectively, the “Prior Development Agreements”). Upon full execution of this Agreement, such Prior Development Agreements will automatically terminate and be of no further force and effect, and upon Owner’s request (and at Owner’s expense) the City will execute and deliver a release of the Prior Development Agreements to Owner for recording in Official Public Records of Williamson County, Texas.

ARTICLE IV

THE PROJECT

4.01 General Description. The Project will be planned, developed and constructed on the Property by Owner in phases as determined by Owner in accordance with market conditions and otherwise in accordance with any permits and approvals from any applicable governmental authorities.

4.02 Development. Owner intends to construct improvements to real property and additions to personal property within the Property as generally contemplated by the Concept Plan. However, the parties agree and acknowledge that the actual construction shall be dictated by the ultimate

zoning of the Property, platting of the Property, site development permits issued for the Property, and other development permits issued for the Property, subject to the terms of this Agreement. The Project will be permitted and constructed in accordance with City ordinances and regulations except as may be specifically set forth in this Agreement.

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

- (a) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain monument signage, other subdivision entry features, and landscaping in the City right-of-way (as such may be finally approved in the site plan), and to allow the license agreement to be assigned to the Home Owners' Association for the Project.
- (b) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain the floodplain areas that are dedicated as public parkland (as such may be finally approved in the final plats), and to allow the license agreement to be assigned to the Home Owners' Association for the Project. The license agreement will further provide the City with a right of entry and enforcement to enforce its regulations and requirements with respect to maintaining the flood areas.
- (c) The City agrees to allow Owner to connect to City's adjacent wastewater facilities and commits to provide wastewater utility service to the Project in an amount sufficient for full build-out of the Project, as generally contemplated by the Concept Plan, estimated as of the Effective Date to be approximately 1,150 LUEs of wastewater utility service, subject to Owner's payment of the fees imposed by the City for such service pursuant to applicable provisions of the UDC. The City and Owner acknowledge that water utility service to the Project will be provided by Jonah Water Special Utility District ("Jonah"). In connection with Jonah's provision of such water utility service to the Project, the City agrees to allow Jonah's installation and operation of waterlines and related appurtenances within the City's existing and proposed right-of-way.
- (d) The City agrees that the UDC will be modified as to the Project as follows:
 - (i) The minimum widths of public rights of way within the Project will be: 55' for local roadways; 64' for the limited collector roadway located to the south of Mustang Creek; 70' for all other collector roadways; 120' for the east/west arterial roadway; and 136' (centerline offset basis) for County Road 133; and
 - (ii) No Traffic Impact Analysis is required for the construction of the Project as shown in the Concept Plan provided that Owner pays City a traffic impact fee equal to \$4,000/single-family lot at the time of building permit for the residence to be constructed thereon; provided, however, that Owner credit against such traffic impact fees in an amount equal to the sum of: (A) the documented third-party soft and hard costs incurred by Owner for the east/west arterial roadway within the Project; (B) the actual land acquisition

cost incurred by Owner for the right-of-way to be dedicated to the City or Williamson County for the future expansion of County Road 133; and (C) the actual land acquisition costs incurred by Owner for any additional offsite right-of-way to contain the offsite portion of the east/west arterial roadway necessary to connect Farm to Market Road 1660 and County Road 133 that Owner may acquire and dedicate to the City or Williamson County. The traffic impact fee, subject to the credits set forth above, will be deemed to satisfy the requirements of the UDC.

(e) Owner acknowledges that the capacity of the Wastewater Lift Station will need to be increased by approximately 2,000 gallons per minute in order for the WWTP to serve the Project and other properties. If Owner elects to develop the Project before the Peterson Property Developer constructs and installs the Wastewater Lift Station, then Owner will construct and install such facilities in accordance with the terms of and provisions of this Agreement and subject to partial reimbursement by the City as described in this subsection and/or cost-sharing by the Peterson Property Developer. Upon such election, Owner will design, permit, and construct the Wastewater Lift Station subject to a right to receive reimbursement from the City for the documented third-party soft and hard costs incurred by Owner to oversize the capacity of the Wastewater Lift Station from a 600 LUE lift station to a 2,600 LUE lift station, as set forth below (the “Wastewater Infrastructure Cost-Sharing”). The City will pay the Wastewater Infrastructure Cost-Sharing to Owner by rebating to Owner all wastewater impact fees collected by the City for connections to the City’s wastewater system within the Project and the Peterson Property until such time as the Wastewater Infrastructure Cost-Sharing is paid in full (the “Wastewater Impact Fee Rebates”). The City will pay the Wastewater Impact Fee Rebates to Owner on or before the 15th day of each April, July, October and January, which payments will be in an amount equal to the total amount of subject wastewater impact fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Notwithstanding the foregoing, in the event that Owner and the Peterson Property Developer enter into a private cost-sharing agreement providing for the Peterson Property Developer’s direct funding or reimbursement to Owner of funds for the same purposes as the Wastewater Infrastructure Cost-Sharing, then Owner will advise the City of such agreement, provide a true and correct copy of such agreement to the City, and upon Owner’s receipt of any such funds from the Peterson Property Developer, the City will receive corresponding dollar-for-dollar credits against its obligation to pay the Wastewater Infrastructure Cost-Sharing to Owner hereunder.

(f) Access to the Project will be provided via connections to Farm to Market Road 1660 adjacent to the northern boundary of the Property, County Road 133 adjacent to the eastern boundary of the Property, County Road 132, and one or more local roadway connections to existing or proposed right-of-way adjacent to the Property. Owner will attempt to acquire approximately 3 acres of land adjacent to the western boundary of the Property, as generally depicted on **Exhibit B**, for right-of-way to contain the offsite portion of the east/west arterial roadway necessary to connect Farm to Market Road 1660 and County Road 133, the actual land acquisition costs of which will be credited against the traffic impact fees to be paid in connection with the Project pursuant to Section

4.03(d)(ii)(C) above. However, if Owner is unable to acquire such tract of land, Owner will provide written notice to the City, whereupon the City shall initiate and diligently pursue to completion the acquisition of such tract of land by eminent domain.

ARTICLE V

MISCELLANEOUS

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

5.02 Insurance and Indemnity.

(a) Insurance. All Owner's contractors, subcontractors, engineers, and consultants performing work on the City Tract shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies as required by the City.

(i) Certificates of Insurance and Insurance Policy Documents. Certificates of Insurance will not be accepted as substitutes for copies of Insurance Policy Documents. The term "Insurance Policy Documents" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

(ii) Special Requirements. The Owner or Owner's contractor shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. Insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing by the City. Additionally, all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage. The City will be an additional insured as its interests may appear on the Commercial General and Automobile Liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. The production of copies of all policies to be promptly supplemented with delivery to the City of copies of any and all changed or new Insurance Policy Documents. The Owner or Owner's contractor will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance Policy Documents evidencing the insurance coverages required hereunder.

(iii) Additional Insured. All endorsements, waivers, and notices of cancellation as well as the policies of commercial general liability and automobile insurance shall

provide that City is an additional insured and will be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify the Owner or Owner's contractor in writing.

(iv) Cost. The Owner or Owner's contractor shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by the Owner (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of the Owner under this Agreement.

(b) INDEMNIFICATION AND HOLD HARMLESS. OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE CURRENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, 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 THE OWNER ON THE CITY TRACT, INCLUDING THE NEGLIGENCE OF THE OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE INFRASTRUCTURE OR PERFORMANCE OF THIS AGREEMENT ON THE CITY TRACT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF OWNER AND THE CITY, OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE OWNER'S OWN PERCENTAGE OF RESPONSIBILITY.

(c) **Claims.** If the City notifies Owner of any TPC relating to the construction of any portion of the infrastructure or performance of this Agreement on the City Tract, Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Owner but reasonably satisfactory to the City; provided, that the City has the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such TPC involves Owner and the City and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Owner, then the City has the right to select separate counsel to participate in the investigation and defense of and response to such TPC on the City's own behalf, and Owner shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.

(d) **Release.** Other than to the extent caused by a the City's uncured default under this Agreement, Owner hereby releases the City with respect to all TPCs relating to the construction of any portion of the infrastructure or performance of this Agreement on the City Tract regarding any alleged, established or admitted negligent or wrongful act or omission of the City or any agents, contractors, representatives or employees of the City, **INCLUDING ALL TPCS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY**, but excluding TPCs to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

5.03 Default; Remedies.

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

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

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

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

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

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

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

5.04 Undocumented Workers. Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as

amended. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

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

5.06 Assignment. Owner may assign this Agreement with respect to all or a portion of the Property from time to time, without the prior written consent of the City, to an affiliate of Owner or so long as: (i) the assignment is in writing to an entity that is not delinquent in the payment of taxes; that is not in default in a development agreement with the City and has the experience and financial capacity to perform the obligations of this Agreement; (ii) the assignment provides that the assignee assumes such assigned rights and obligations without modification or amendment; (iii) the assignment is executed by Owner and the assignee; and (iv) Owner provides a copy of the fully executed assignment to the City within fifteen (15) business days after the effective date of the assignment. Upon such assignment with respect to all or a portion of the Property, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement relating to the portion of the Property conveyed to the assignee to which this Agreement is so assigned. A default by any subsequent partial assignee shall not constitute a default by Owner under this Agreement, but only under such partial assignment.

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

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

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

If to City: City of Hutto
 Attn: Warren Hutmacher, City Manager
 500 W. Live Oak St.
 Hutto, TX 78634

Email: Warren.Hutmacher@HuttoTX.gov

With required copy to: Bojorquez Law Firm
Attn: Alan Bojorquez
11675 Jollyville Road, Suite 300
Austin, Texas 78759

If to Owner: WMV North Hutto, LLC
Attn: Holt Dunlop & James Dougherty
3310 N. Capital of Texas Hwy., Ste. 202
Austin, TX 78746
Email: hdunlop@waymakerventures.com
jdougherty@waymakerventures.com

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

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

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

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

5.13 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.

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

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

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

Exhibit A-1: Description of Tract 1

Exhibit A-2: Description of Tract 2

- Exhibit A-3:** Description of Tract 3
Exhibit A-4: Description of Tract 4
Exhibit B: Concept Plan
Exhibit C-1: Description of Peterson Tract 1
Exhibit C-2: Description of Peterson Tract 2
Exhibit D: Wastewater Lift Station

5.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. Neither the City, nor its past, present and future officers, elected officials, employees and agents of the City, do assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

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

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

5.20. 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.

5.21. 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.

5.22. 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.

5.23. No Boycott of Israel. If applicable, if the Owner employs 10 or more full-time employees and the Agreement has a value of \$100,000 or more, Owner shall comply with the provisions of Section 2270.001(2), Government Code that the Owner does not boycott Israel or that during the term of the Owner will not boycott Israel.

5.24. 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.

5.25. 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.

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

5.27 Automatic Termination. Notwithstanding any provision to the contrary set out in this Agreement, in the event Owner fails to acquire fee simple title to the Property within ninety (90) days after the Effective Date of this Agreement, this Agreement shall automatically terminate and be of no further force or effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES PROVIDED ON NEXT PAGE]

EXECUTED to be effective as of the Effective Date.

CITY:

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

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

APPROVED as to form:

By: _____
Attorney for the City of Hutto

Date: _____

OWNER:

WMV NORTH HUTTO, LLC,
a Texas limited liability company

By: WayMaker Ventures, LLC,
a Texas limited liability company,
its Sole Member

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

EXHIBIT A-1

Description of Tract 1

FIELD NOTES FOR A 106.918 ACRE TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186 AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 106.91 ACRE TRACT OF LAND AS CONVEYED TO JON MARK LIDELL, LYNN RUSSELL LIDELL AND MICHAEL CARL LIDELL BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002015476 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 106.918 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of County Road 132 (variable width right-of-way) at the southwest corner of the above described Lidell 106.91-acre tract, at the southeast corner of the called 5.00 acre tract of land described as Tract 2 as conveyed to Guerrero Maverick, LLC by Special Warranty Deed recorded in Document Number 2019117600 of the Official Public Records of Williamson County, Texas, for the southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the west line of said Lidell 106.91-acre tract and the east line of said Guerrero Maverick 5.00-acre tract, and a called 50.27 acre tract of land described as Tract 1 as conveyed to Guerrero Maverick, LLC by said Special Warranty Deed recorded in Document Number 2019117600 of the Official Public Records of Williamson County, Texas, and the east line of the called 27.36 acre tract of land as conveyed to Howard R. Sladek and Brenda Sladek by Warranty Deed recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas, and the east line of the called 14.00 acre tract of land as conveyed to Howard Ray Sladek by Contract of Sale and Purchase recorded in Volume 867, Page 747 of the Deed Records of Williamson County, Texas, N 21°38'12" W, a distance of 5,917.45 feet to a 1-inch iron rod found on the south line of the remainder of a called 163.89 acre tract of land as conveyed to Ricky D. Kruger, Brenda K. Sladek and Timothy R. Kruger by Executor's Deed recorded in Document Number 2016121073 of the Official Public Records of Williamson County, Texas, at the northeast corner of said Howard Ray Sladek 14.00-acre tract, for the northwest corner of the herein described tract of land;

THENCE, with the north line of said Lidell 106.91-acre tract and the south line of said Sladek remainder tract, N 68°25'37" E, a distance of 294.31 feet to an axle found at the southeast corner of said Sladek remainder tract, at the southwest corner of the called 14.502 acre tract of land as conveyed to Eagle Crest Investment, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021007714 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the north line of said Lidell 106.91-acre tract and the south line of said Eagles Crest 14.502-acre tract, N 68°14'19" E, a distance of 466.23 feet to a 1-inch iron rod found at the northwest corner of the called 105.75 acre tract of land as conveyed to Charles Mervin Walker and Grace E. Walker by Warranty Deed recorded in Volume 484, Page 331 of the Deed Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, with the east line of said Lidell 106.91-acre tract and the west line of said Walker 105.75-acre tract, S 21°37'44" E, a distance of 6,337.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the north right-of-way line of said County Road 132, at the southwest corner of said Walker 105.75-acre tract, for the southeast corner of the herein described tract;

THENCE, with the south line of said Lidell 106.91-acre tract and the north right-of-way line of said County Road 132, N 82°44'12" W, a distance of 867.72 feet to the POINT OF BEGINNING and containing 106.918 acres of land, more or less.

EXHIBIT A-2

Description of Tract 2

FIELD NOTES FOR A 76.317 ACRE TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE CALLED 105.75 ACRE TRACT OF LAND AS CONVEYED TO CHARLES MERVIN WALKER AND GRACE E. WALKER BY WARRANTY DEED RECORDED IN VOLUME 484, PAGE 331 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 76.317 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 2-inch iron pipe found on the westerly right-of-way line of County Road 133 at the occupied northeast corner of the above described Walker 105.75-acre tract, at the southeast corner of the called 1.86 acre tract of land described as Tract 2 as conveyed to Christopher J. and Ashley R. Salisbury by Warranty Deed recorded in Document Number 2012039498 of the Official Public Records of Williamson County, Texas, for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the westerly right-of-way line of said County Road 133, generally as occupied by farming activities, S 21°04'43" E, a distance of 588.64 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, continuing with the occupied westerly right-of-way line of said County Road 133, S 21°25'30" E, a distance of 1,716.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, continuing with the occupied westerly right-of-way line of said County Road 133, S 21°42'11" E, a distance of 1,716.64 feet to a 60D nail found for an angle point of the herein described tract;

THENCE, continuing with the occupied westerly right-of-way line of said County Road 133, S 21°27'07" E, a distance of 657.52 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeast corner of the herein described tract;

THENCE, departing the occupied westerly right-of-way line of said County Road 133, over and across said Walker 105.75-acre tract, S 68°32'53" W, a distance of 707.99 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west line of said Walker 105.75-acre tract, being the easterly line of the called 106.91 acre tract of land as conveyed to Jon Mark Lidell, Lynn Russell Lidell and Michael C. Lidell by Special Warranty Deed recorded in Document Number 2002015476 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "BGE INC" set on the northerly right-of-way line of County Road 132 (variable width right-of-way) at the southeast corner of said Lidell 106.91-acre tract, for the southwest corner of said Walker 105.75-acre tract bears S 21°37'44" E, a distance of 1,660.35 feet;

THENCE, with the west line of said Walker 105.75-acre tract and the east line of said Lidell tract, N 21°37'44" W, a distance of 4,677.08 feet to a 1-inch iron rod found on the south line of the called 14.502 acre tract of land as conveyed to Eagle Crest Investment, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021007714 of the Official Public Records of Williamson County, Texas, at the northwest corner of said Walker 105.75-acre tract, at the northeast corner of said Lidell 106.91-acre tract, for the northwest corner of the herein described tract, from which an axle found at the southwest corner of said Eagle Crest Investment, LLC 14.502-acre tract and at the southeast corner of the remainder of a called 163.89 acre tract of land as conveyed to Ricky D. Kruger, Brenda K. Sladek and Timothy R. Kruger by Executor's Deed recorded in Document Number 2016121073 of the Official Public Records of Williamson County, Texas, bears S 68°14'19" W, a distance of 466.23 feet;

THENCE, with the north line of said Walker 105.75-acre tract and the south line of said Eagle Crest Investment, LLC 14.502-acre tract, N 68°22'06" E, a distance of 493.20 feet to a 1/2-inch iron rod found at the southeast corner of said Eagle Crest Investment, LLC 14.502-acre tract and at the southwest corner of said Salisbury 1.86-acre tract, for an angle point of the herein described tract;

THENCE, with the north line of said Walker 105.75-acre tract and the south line of said Salisbury 1.86-acre tract, N 68°20'40" E, a distance of 226.35 feet to the POINT OF BEGINNING and containing 76.317 acres of land, more or less.

EXHIBIT A-3

Description of Tract 3

FIELD NOTES FOR A 65.281 ACRE TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186 AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 50.27 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AND ALL OF THE CALLED 5.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AS CONVEYED TO GUERRERO MAVERICK, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019117600 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THE CALLED 9.88 ACRE TRACT OF LAND AS CONVEYED TO GUERRERO MAVERICK, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019118089 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 65.281 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of County Road 132 (variable width right-of-way) at the southeast corner of the above described Guerrero Maverick 5.00-acre tract, at the southwest corner of the called 106.91 acre tract of land as conveyed to Jon Mark Lidell, Lynn Russell Lidell and Michael C. Lidell by Special Warranty Deed recorded in Document Number 2002015476 of the Official Public Records of Williamson County, Texas, for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the north right-of-way line of said County Road 132, N 83°08'58" W, a distance of 406.40 feet to a 1/2-inch iron rod with a cap stamped "TLS" found at the northeast corner of a fifteen (15') right-of-way tract as dedicated by plat of RIVER CROSSING SUBDIVISION PHASE THREE, a subdivision as recorded in Cabinet X, Slides 249-252 of the Plat Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the north line of said RIVER CROSSING SUBDIVISION PHASE THREE, N 82°26'38" W, pass a 1/2-inch iron rod with a cap stamped "RPLS 2218" found at the northeast corner of Lot 11, Block J of said RIVER CROSSING SUBDIVISION PHASE THREE at a distance of 15.00 feet, pass a 1/2-inch iron rod with a cap stamped "RPLS 2218" found at the common north corner of Lots 9 and 10, Block J of said RIVER CROSSING SUBDIVISION PHASE THREE at a distance of 233.17 feet, and continuing on for a total distance of 524.18 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwest corner of the herein described tract, from which a 1/2-inch iron rod found on the north line of said RIVER CROSSING SUBDIVISION PHASE THREE subdivision bears N 82°26'38" W a distance of 653.49 feet;

THENCE, departing the north line of said RIVER CROSSING SUBDIVISION PHASE THREE with the west line of a called 107 Acre parent tract as described in Volume 309, Page 269 of the Deed Records of Williamson County, Texas, N 21°39'45" W, a distance of 3,121.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northwest corner of said Guerrero Maverick 50.27-acre tract, at the southwest corner of a called 27.36 acre tract of land as conveyed to Howard R. Sladek and Brenda Sladek by Warranty Deed recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found bears N 21°39'45" W a distance of 250.62 feet and from which a 1-inch iron pipe found at the northwest corner of said 107-Acre parent tract bears N 21°39'45" W a distance of 2,346.24 feet;

THENCE, with the north line of said Guerrero Maverick 50.27-acre tract and the south line of said Sladek 27.36-acre tract, N 49°28'29" E, a distance of 862.66 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west line of the aforementioned Lidell 106.91-acre tract, at the northeast corner of said Guerrero Maverick 50.27-acre tract and the southeast corner of said Sladek 27.36-acre tract, for the northeast corner of the herein described tract, from which a 1-inch iron rod found at the northwest corner of said Lidell 106.91-acre tract bears N 21°38'12" W a distance of 2,067.62 feet;

THENCE, with the east lines of said Guerrero Maverick 50.27-acre tract and 5.00-acre tract and the west line of said Lidell 106.91-acre tract, S 21°38'12" E, a distance of 3,849.83 feet to the POINT OF BEGINNING and containing 65.281 acres of land, more or less.

EXHIBIT A-4

Description of Tract 4

FIELD NOTES FOR A 14.504 ACRE TRACT OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 14.502 ACRE TRACT OF LAND AS CONVEYED TO EAGLE CREST INVESTMENT, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021007714 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 14.504 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the southerly right-of-way line of F.M. 1660 (variable width right-of-way) on the east line of the remaining portion of a called 163.89 acre tract of land as conveyed to Ricky D. Kruger, Brenda K. Sladek and Timothy R. Kruger by Executor's Deed recorded in Document Number 2016121073 of the Official Public Records of Williamson County, Texas, at the northwest corner of said Eagle Crest Investment 14.502-acre tract, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the southerly right-of-way line of said F.M. 1660 and the northerly line of said Eagle Crest Investment 14.502-acre tract, N 68°21'24" E a distance of 458.18 feet to a 1/2-inch iron rod found at the west corner of a called 4.64 acre tract of land described as Tract 1 as conveyed to Christopher J. Salisbury and Ashley R. Salisbury by Warranty Deed with Vendor's Lien recorded in Document Number 2012039498 of the Official Public Records of Williamson County, Texas, at the northeast corner of said Eagle Crest Investment, LLC tract, for the north corner of the herein described tract;

THENCE, departing the southerly right-of-way line of said F.M. 1660 with the west line of said Salisbury 4.64-acre tract and the east line of said Eagle Crest Investment 14.502-acre tract, S 70°18'11" E a distance of 648.99 feet to a 1/2-inch iron rod found at the southwest corner of said Salisbury 4.64-acre tract, at the northwest corner of a called 1.86 acre tract of land described as Tract 2 as conveyed to Christopher J. Salisbury and Ashley R. Salisbury by said Warranty Deed with Vendor's Lien recorded in Document Number 2012039498 of the Official Public Records of Williamson County, Texas, at an easterly corner of said Eagle Crest Investment 14.502-acre tract, for an easterly corner of the herein described tract;

THENCE, with the west line of said Salisbury 1.86-acre tract and the east line of said Eagle Crest Investment 14.502-acre tract, S 23°07'16" E a distance of 346.30 feet to a 1/2-inch iron rod found on the northerly line of a called 105.75 acre tract of land as conveyed to Charles Mervin Walker and Grace E. Walker by Warranty Deed recorded in Volume 484, Page 331 of the Deed Records of Williamson County, Texas, at the southeast corner of said Eagle Crest Investment 14.502-acre tract, for the southeast corner of the herein described tract, from which a 2-inch iron pipe found on the westerly right-of-way line of County Road 133 (variable width right-of-way) for the southeast corner of said Salisbury 1.86-acre tract bears N 68°20'40" E a distance of 226.35 feet;

THENCE, with the northerly line of said Walker 105.75-acre tract and the southerly line of said Eagle Crest Investment 14.502-acre tract, S 68°22'06" W a distance of 493.20 feet to a 1-inch iron rod found at the northwest corner of said Walker 105.75-acre tract and the northeast corner of a called 106.91 acre tract of land as conveyed to Jon Mark Lidell, Lynn Russell Lidell and Michael C. Lidell by Special Warranty Deed recorded in Document Number 2002015476 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the northerly line of said Lidell 106.91-acre tract and the southerly line of said Eagle Crest Investment 14.502-acre tract, S 68°14'19" W a distance of 466.23 feet to an axle found at the southeast corner the aforementioned Kruger remainder tract and at the southwest corner of said Eagle Crest Investment 14.502-acre tract, for the southwest corner of the herein described tract, from which a 1-inch iron rod found at the northwest corner of said Lidell 106.91-acre tract bears S 68°25'37" W a distance of 294.31 feet;

THENCE, with the easterly line of said Kruger remainder tract and the westerly line of said Eagle Crest Investment 14.502-acre tract, N 21°16'12" W a distance of 775.74 feet to the POINT OF BEGINNING and containing 14.504 acres of land, more or less.

Concept Plan

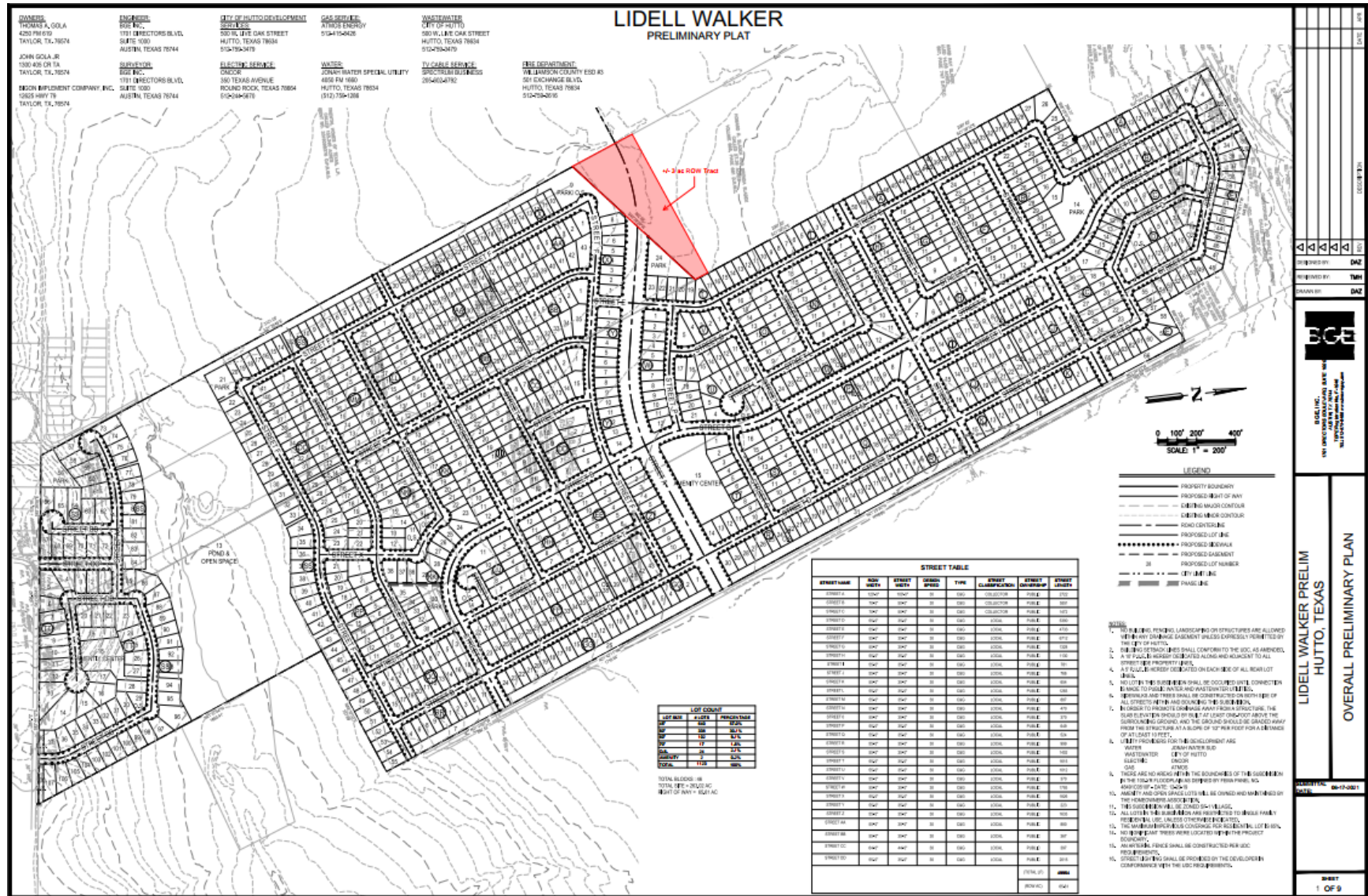


EXHIBIT C-1

Peterson Tract 1

FIELD NOTES FOR A 199.464 ACRE TRACT OF LAND IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 30.00 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO AND ALL OF THE CALLED 170.00 ACRE TRACT OF LAND DESCRIBED AS TRACT THREE AS CONVEYED TO HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST-DECEDENT'S TRUST B, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018022732 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 199.464 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the westerly right-of-way line of F.M. 1660 (variable width right-of-way) at the southeast corner of the above described Peterson 30-acre tract, at the northeast corner of the called 26.981 acre tract of land as conveyed to Hjalmar, LLC by General Warranty Deed recorded in Document Number 2010055556 of the Official Public Records of Williamson County, Texas, for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the northwest line of said Hjalmar, LLC 26.981-acre tract, S 68°45'34" W, a distance of 1,581.56 feet to a 5/8-inch iron rod found at the northwest corner of said Hjalmar, LLC 26.981-acre tract and the most northerly northeast corner of the called 62.956-acre tract of land as conveyed to Marvin Sturm and Iola Sturm by Deed with Vendor's Lien recorded in Volume 1174, Page 282 of the Official Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the northwest line of said Sturm 62.956-acre tract, S 68°33'43" W, a distance of 995.91 feet to a 1-1/2-inch iron pipe found at the northwest corner of said Sturm 62.956-acre tract and the northeast corner of the called 181.663-acre tract of land as conveyed to WLH Communities-Texas LLC by Special Warranty Deed recorded in Document Number 2019027650 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the northwest line of said WLH Communities-Texas LLC 181.663-acre tract, S 68°19'24" W, a distance of 1,138.76 feet to a 1/2-inch iron rod with a cap stamped "RJ SURVEYING" found in northwest line of said WLH Communities-Texas LLC 181-663-acre tract, at the southeast corner of the called 44.37-acre tract of land as conveyed to Ronald Albert Smith and Janice H. Smith by Warranty Deed with Vendor's Lien recorded in Volume 2267, Page 16 of the Official Records of Williamson County, Texas, at the southwest corner of the above described Peterson 170.00-acre tract, for the southwest corner of the herein described tract;

THENCE, with the east line of said Smith 44.37-acre tract, N 21°26'45" W, a distance of 881.63 feet to a 3/8-inch iron rod found at the most easterly northeast corner of said Smith 44.37-acre tract, at the southeast corner of Lot 2, STEVE HESTER SUBDIVISION, a subdivision as recorded in Cabinet I, Slides 391-392 of the Plat Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with an east line of said Lot 2, N 21°30'33" W, a distance of 614.01 feet to a 1/2-inch iron rod found at the most easterly northeast corner of said Lot 2, at the southeast corner of the called 4.98 acre tract of land as conveyed to Carl Seagreen and Beverly Seagreen by Warranty Deed with Vendor's Lien recorded in Document Number 2013107733 of the Official Public Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the east line of said Seagreen 4.98-acre tract, N 21°29'52" W, a distance of 839.60 feet to a 1/2-inch iron rod found in the southerly right-of-way line of County Road 100 (variable width right-of-way) at the northeast corner of said Seagreen 4.98-acre tract, at the northwest corner of said Peterson 170.00-acre tract, for the northwest corner of the herein described tract;

THENCE, with the southerly right-of-way line of said County Road 100, N 68°27'18" E, a distance of 3,730.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the intersection of the southerly right-of-way line of said County Road 100 with the westerly right-of-way line of the south fork of County Road 100 (variable width right-of-way), for the northeast corner of the herein described tract;

THENCE, with the westerly right-of-way line of the south fork of said County Road 100, S 21°30'32" E, a distance of 670.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the intersection of the westerly right-of-way line of the south fork of said County Road 100 with the westerly right-of-way line of said FM 1660, for an outside corner of the herein described tract;

THENCE, with the westerly right-of-way line of said FM 1660, S 68°29'28" W, a distance of 15.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an inside corner of the herein described tract;

THENCE, with the westerly right-of-way line of said FM 1660, S 21°30'32" E, a distance of 1,672.10 feet to the POINT OF BEGINNING and containing 199.464 acres of land, more or less.

EXHIBIT C-2

Peterson Tract 2

FIELD NOTES FOR A 27.009 ACRE TRACT OF LAND IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE CALLED 26.981 ACRE TRACT OF LAND AS CONVEYED TO HJALMAR, LLC BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2010055556 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 27.009 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of F.M. 1660 (variable width right-of-way) at the northeast corner of the above described Hjalmar, LLC 27.041-acre tract, at the southeast corner of the called 30.00 acre tract of land described as Tract Two as conveyed to Hilda J. Peterson, Trustee, The Peterson Family Trust-Decedent's Trust B, by Special Warranty Deed recorded in Document Number 2018022732 of the Official Public Records of Williamson County, Texas, for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the westerly right-of-way line of said FM 1660, S 21°06'38" E a distance of 743.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of said Hjalmar, LLC 27.041-acre tract, at the most easterly northeast corner of the called 62.956 acre tract of land as conveyed to Marvin Sturm and Lola Sturm by Deed with Vendor's Lien recorded in Volume 1174, Page 282 of the Official Records of Williamson County, Texas, for the southeast corner of the herein described tract;

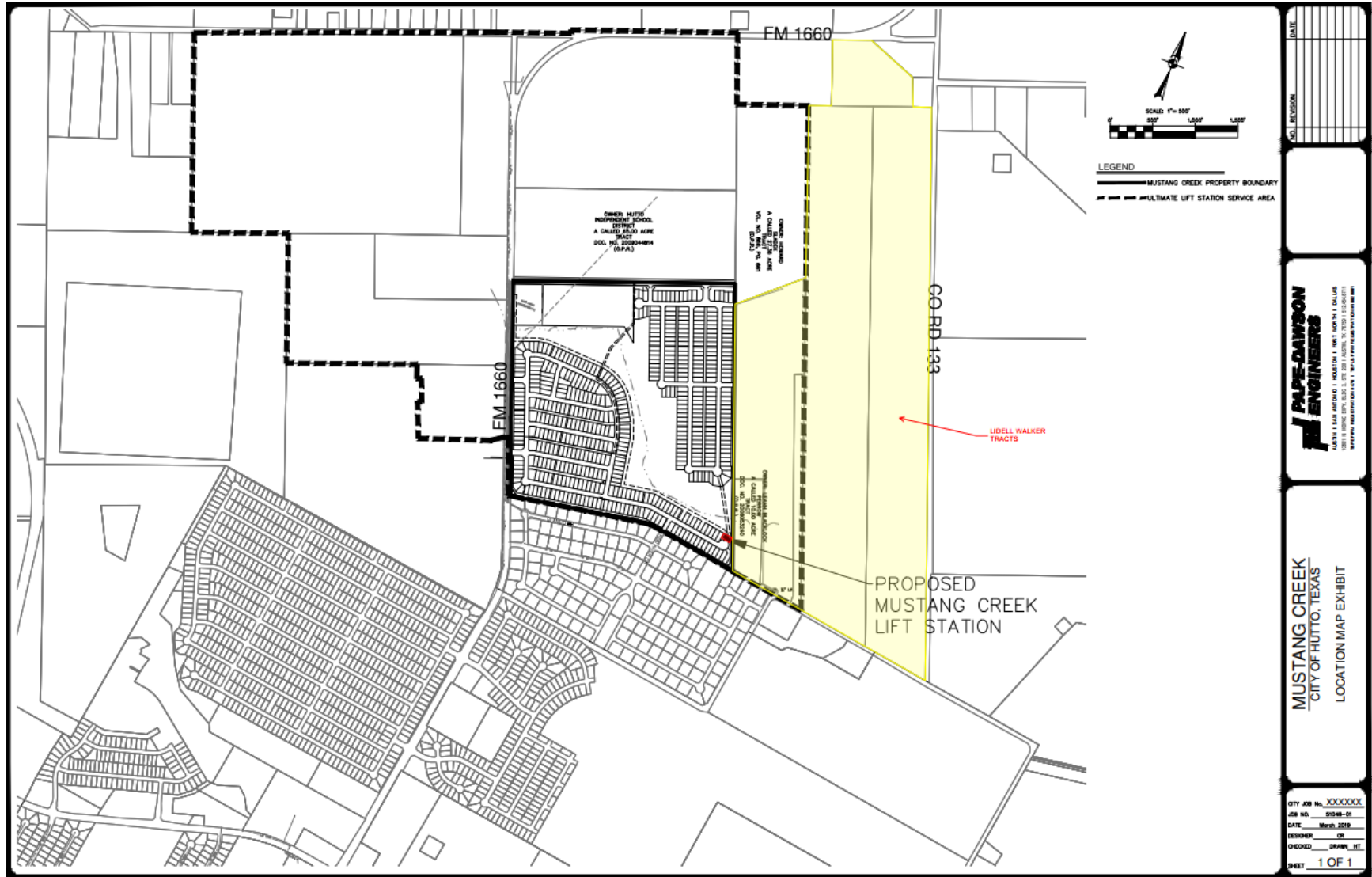
THENCE, departing the westerly right-of-way line of FM 1669 with a northwest line of the Sturm 62.956-acre tract, S 68°42'06" W a distance of 1,581.94 feet to a 1/2-inch iron rod found at the southwest corner of said Hjalmar, LLC 27.041-acre tract, at an interior corner of said Sturm 62.956-acre tract, for the southwest corner of the herein described tract;

THENCE, with a northeast line of the Sturm 62.956-acre tract, N 21°04'53" W a distance of 744.60 feet to a 5/8-inch iron rod found on the southerly line of the called 170.00 acre tract of land described as Tract Three as conveyed to Hilda J. Peterson, Trustee, The Peterson Family Trust-Decedent's Trust B, by said Special Warranty Deed recorded in Document Number 2018022732 of the Official Public Records of Williamson County, Texas, at the northwest corner of said Hjalmar, LLC 26.981-acre tract, at the northeast corner of said Sturm 62.956-acre tract, for the northwest corner of the herein described tract;

THENCE, with the southwest lines of said Peterson 170.00-acre tract and 30.00-acre tract, N 68°45'34" E a distance of 1,581.56 feet to the POINT OF BEGINNING and containing 27.009 acres of land, more or less.

EXHIBIT D

Wastewater Lift Station



{W1064149.3}

Exhibit D

RESOLUTION NO. R-2021-147

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WMV NORTH HUTTO, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Development Agreement between the City of Hutto and WMV North Hutto, 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, 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 16th day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-137 approving a Second Amended and Restated Development Agreement between the City of Hutto and MA Durango, LLC for a property being approximately 105 acres, also known as Durango Farms.(Dorothy Palumbo)
Meeting: Thursday, September 16, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-137 Resolution Approving Durango Second Amended DA

RESOLUTION NO. R-2021-137

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MA DURANGO, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Second Amended and Restated Development Agreement between the City of Hutto and MA Durango, LLC for a property being approximately 105 acres, also known as Durango Farms, 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 Second Amended and Restated Development Agreement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 2nd day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-131 authorizing the City of Hutto's execution and entering into the Durango Farms Public Improvement District Financing and Reimbursement Agreement; ordering other matters in connection with the foregoing and providing an effective date. (D.Palumbo)
Meeting: Thursday, September 16, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-131 Hutto Resolution Approving Durango Financing and Reimbursement
2. REDLINE.Durango Farms.Financing Agreement.v4.1
3. CLEAN.Durango Farms.Financing Agreement.v4.1
4. Hutto Durango Farms.Financing Agreement.for Council Approval 9 2 21

RESOLUTION NO. R-2021-131

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT BETWEEN MA DURANGO FARMS, LLC AND THE CITY OF HUTTO, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Durango Farms Public Improvement District Financing and Reimbursement Agreement between the City of Hutto and MA Durango Farms, 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 Durango Farms Public Improvement District Financing and Reimbursement Agreement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 19th day of August, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

DRAFT – ~~8.4.21~~8.12.21

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT

FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

MA DURANGO FARMS, LLC, a Texas limited liability company

AND

THE CITY OF HUTTO, TEXAS

**DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT**

This **DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT** (this "**Agreement**"), dated as of __, 2021, (the "**Effective Date**"), is entered into between **MA Durango Farms, LLC**, a Texas limited liability company (including its Designated Successors and Assigns, the "**Owner**"), and the **CITY OF HUTTO, TEXAS** (the "**City**"), a home-rule municipal corporation of the State of Texas. The Owner and the City are sometimes collectively referenced in this Agreement as the "**Parties**," or, each individually, as the "**Party**." The Owner's and City's entry into this Agreement is being consented to by Vantage at Hutto, LLC, ("**Vantage**") and Meritage Homes of Texas, LLC, an Arizona limited liability company ("**Meritage**") (Vantage and Meritage collectively the "**Consenting Parties**"). **[WILL THERE BE ANY OTHER CONSENTING OWNERS AT THE TIME OF BOND CLOSING?]**

Recitals:

WHEREAS, Owner and the Consenting Parties own a total of approximately 105.6 acres of land, with Vantage owning approximately 16.9 acres, Meritage owning approximately __ acres, and Owner owning approximately __ acres; more particularly described on Exhibit "B" attached hereto and made a part hereof (the "**Property**");

WHEREAS, the City Council of the City (the "**City Council**") approved the Amended and Restated Development Agreement, effective January 7, 2021, which provides for the terms and conditions of development standards for the Property (as may be amended from time to time, the "**Development Agreement**");

WHEREAS, it is intended that the Property will be developed as a Mixed Use development to be known as "**Durango Farms**" (the "**Project**") as further described in the Concept Plan which is attached hereto as Exhibit "C" hereto and made a part hereof;

WHEREAS, the City Council also approved a Planned Unit Development by zoning the Property pursuant to Ordinance No. 0-19-10-17-10C (the "**PUD**"), as the same may be amended from time to time;

WHEREAS, the City Council authorized the formation of the Durango Farms Public Improvement District pursuant to Resolution No. R-2020-068 on August 6, 2020 (the "**District**") in accordance with the PID Act;

WHEREAS, the Owner of the Property desires and intends to design, construct and install and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property and pursuant to the terms of this Agreement, the City has agreed to accept and to pay or reimburse the Owner for a portion of certain public improvements that will serve the Property in the District, as generally described on Exhibit "D" and Exhibit "D-1" attached hereto and made a part hereof (the "**Authorized Improvements**");

WHEREAS, pursuant to the terms of this Agreement, the City has agreed that the Authorized Improvements provide a special benefit to the City and to allow financing of the Authorized Improvements conferring special benefits to the Property through the District.

WHEREAS, \$3.20 is the aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District, and \$15,000,000 is the maximum par amount of PID Bonds that will be financed to fund or reimburse eligible improvements to the Owner; and

WHEREAS, contemporaneously herewith the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for the issuance of PID Bonds and Owner's compliance with the City's PID Policy and this Agreement and the Development Agreement, and in accordance with the terms of this Agreement and any other legal requirements, will consider : (i) the adoption of the Service and Assessment Plan (or amendment thereto) for the District; (ii) the adoption of an Assessment Ordinance for the District and (iii) authorizing the issuance of PID Bonds, in one or more series at the City's sole discretion, for the purpose of financing the costs of the Authorized Improvements and paying associated costs as described herein;

WHEREAS, prior to consideration of the sale of a series of PID Bonds: (a) the City Council shall have considered, approved and adopted this Agreement; (b) the City shall have considered, reviewed and approved the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the District at the time of the issuance of the PID Bonds shall have executed a Landowner Agreement (as defined in Section 3.02, herein); and (d) the Owner shall have delivered a fully executed copy of the Landowner Agreement to the City; and

WHEREAS, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, accept the Authorized Improvements, or Segments thereof, provided for in this Agreement and the Owner will be paid or reimbursed for the costs of the Authorized Improvements, or Segments thereof, solely from Special Assessments or from the proceeds of the PID Bonds, for the costs of acquisition, construction and improvement of the Authorized Improvements or Segments thereof that are completed, dedicated to and accepted by the City, subject to the terms and limitations set forth herein.

WHEREAS, the City agrees to pay or reimburse the Owner for the Actual Costs of the Authorized Improvements with the proceeds of an issuance of PID Bonds or special assessment revenues derived from the District in accordance with the terms and provisions of this Agreement. Subject to the limitations of the PID Act, the City Charter and the City's PID Policy, the City has the authority to issue, from time to time, one or more series of PID Bonds, the proceeds of which will be used to pay the costs of Authorized Improvements, or Segments thereof, including indebtedness to pay capitalized interest and a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City's costs of issuance in accordance with this Agreement.

WHEREAS, the City has determined that it is in its best interests to enter into this Agreement with the Owner for the construction and/or acquisition of the Authorized Improvements, or Segments, thereof, which will result in the efficient and effective implementation of each Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I. RECITALS AND DEFINED TERMS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes. Unless otherwise defined herein, capitalized terms used herein are set forth in Exhibit "A" attached hereto and made a part hereof and in the Service and Assessment Plan.

ARTICLE II. CONSTRUCTION OF AUTHORIZED IMPROVEMENTS; ACCEPTANCE

Section 2.01. Authorized Improvements.

The Owner shall be responsible for construction of all the Authorized Improvements, or Segments thereof, to be completed, in a good and workmanlike manner, and in accordance with all Applicable Regulations. The costs of the Authorized Improvements are subject to change and shall be updated by the Owner and the City in a manner consistent with the Service and Assessment Plan and the PID Act. The actual or estimated Actual Costs, as applicable, of the Authorized Improvements will be reviewed annually by the Parties and included in an annual update of the Service and Assessment Plan adopted and approved by the City. The currently anticipated Authorized Improvements are identified in Exhibit "D" hereto. The Service and Assessment Plan may need to be amended over time if there are any changes to the specification or plans relating to an Authorized Improvement. The Parties acknowledge that the Authorized Improvements described in Exhibit "D" are subject to change, and that the Service and Assessment Plan will provide information on the Authorized Improvements for the District and will control when in conflict with Exhibit "D". The Owner shall be responsible for payment of the Actual Costs of the Authorized Improvements. The costs of the Authorized Improvements are eligible for payment or reimbursement by the City as provided in Article II hereof. If the Owner is unable or unwilling to perform its obligations with respect to the construction of the Authorized Improvements, the City may complete the construction of the Authorized Improvements and use Special Assessment Revenues and PID Bond proceeds to pay the Cost thereof in accordance with the terms hereof, particularly Section 2.04(ii).

Section 2.02. Inspections; Acquisition of Authorized Improvements.

(a) To the extent not previously approved, the Owner will obtain approval of construction plans as required by all Applicable Regulations, for an Authorized Improvement from the City prior to commencing construction of such Authorized Improvement. Approval by the City, the City Engineer or the City Construction Representative, of any plans, designs or specifications submitted by Owner pursuant to this Agreement or pursuant to all Applicable Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Owner, the Project Engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an

assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Owner or Owner's Project Engineer, or such engineer's officers, agents, servants or employees. Approval by the City Engineer or City Construction Representative signifies the City's approval on only the general design concept of the improvements to be constructed or the improvements constructed.

(b) The City shall have the right to inspect, at any time, the construction of all Authorized Improvements necessary to support the Project, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, entryway monumentation and street lights and signs in accordance with all Applicable Regulations. The City's inspections and/or approvals shall not release the Owner from its responsibility to construct, or cause the construction of, Authorized Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project if Owner is in default under this Agreement and the Development Agreement to construct the required Authorized Improvements or Segments thereof, according to the approved engineering plans and all Applicable Regulations. Acceptance by the City shall not be unreasonably withheld, conditioned or delayed.

(c) The Owner shall dedicate, convey, or otherwise provide for the benefit of the City the Authorized Improvements, or Segments thereof, identified on Exhibit "D" of this Agreement (as the same may be adjusted pursuant to the Service and Assessment Plan) upon completion of said Authorized Improvements, or Segments thereof, and the City will accept such dedication of such Authorized Improvements, or Segments thereof, after confirming that the Authorized Improvements, or Segments thereof, have been completed in accordance with this Agreement, the Development Agreement and all Applicable Regulations.

(d) From and after the inspection and acceptance by the City of the Authorized Improvements, or Segments thereof, and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

Section 2.03. Designation of Construction Manager, Project Engineers.

(a) The City hereby designates the Owner, as the initial Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article II, subject to the City's review and approval of design specifications and easement locations.

(b) If the Construction Manager is (i) unable (not caused by Force Majeure) or unwilling to perform its duties and responsibilities hereunder or (ii) is not performing the duties and responsibilities of the Construction Manager in accordance with the terms of this Agreement, the City shall provide written notice to the Owner of such non-performance (the "**Non-performance**"). The Owner shall have thirty (30) calendar days (or such longer period of time as agreed upon in writing by the Parties) to correct the Non-performance from the date of the

City's written notification. If the Non-performance is not cured, the City may either allow the Owner additional time to cure the Non-performance based on adequate assurance in writing by the Owner that the Construction Manager will perform or if required by the City, adequate funds shall be held in escrow or be deposited into a segregated account of the Project Fund as identified in the Trust Indenture, or the City may replace the Construction Manager any time after the cure period has elapsed.

Section 2.04. Designation of Construction Manager Subcontractor.

The Owner may subcontract out all or some of the duties of Construction Manager to a third party, with the written consent of the City, such consent not to be unreasonably withheld, conditioned, or delayed. Owner may designate a homebuilder, an individual, company, partnership, or other entity (each a "**Third-Party Contractor**"), as a subcontractor for construction management services for one or more Authorized Improvements or Segments thereof. The Owner shall provide written notice to the City within three (3) business days of such designation. Within five (5) business days after executing a contract with a Third-Party Contractor, the Owner shall:

(i) provide a copy of the executed contract to the City Construction Representative, and

(ii) obtain from the Third-Party Contractor a collateral assignment of the Owner's rights under the contract with the Third-Party Contractor solely as they relate to the Authorized Improvements or Segments thereof related to the contract with the Third-Party Contractor, in a form satisfactory to the City Construction Representative, which authorizes the City to utilize the services of such Third-Party Contractor to complete the construction of such Authorized Improvements or Segments, thereof, if the Owner fails to do so as provided in this Agreement.

Section 2.05. Mandatory Owners Association.

(a) Prior to the sale of any platted single-family lots within the District, the Owner shall create an Owners Association for the Property (but may exclude from the Owner's Association jurisdiction lots platted for the purpose of multi-family residential or commercial use), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure the Owners Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners Association pursuant to this Section. **[VERIFY HOA HAS BEEN FORMED]**

(b) Owner agrees to execute and record against the Property a deed restriction requiring compliance with all building material restrictions outlined in the Development Agreement.

(c) The Owners Association will have a binding, continuing responsibility for the implementation and enforcement of the Association Regulations. The Association Regulations shall establish periodic Owners Association dues and assessments, to be charged and paid by the single-family lot owners within the Property, that are and will be sufficient to (i) pay the Owners Association's Annual Installments of Special Assessments **[ARE THERE ANY ASSESSMENTS]**

~~ON HOA PROPERTY?~~ (if any), and (ii) to provide funds required for the management and operation of the Owners Association.

(d) The Owners Association dues and assessments that are established, maintained and collected by the Owners Association shall be in addition to, and not in lieu of, any and all other fees, charges and Special Assessments that will be applicable to the Property.

Section 2.06. Change Orders for Authorized Improvements.

All change orders for applicable Authorized Improvements shall be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order causes an increase to the total costs of the Authorized Improvements in excess of \$100,000. The Construction Manager shall provide copies of all approved change orders to the Financial Advisor and Trustee within five (5) business days after approval.

Notwithstanding any provision contained herein to the contrary, the Owner must obtain the approval of the City Construction Representative for any change order that would substantially change the character or nature of an Authorized Improvement or Segment thereof. A substantial change shall be a modification to the Authorized Improvement or Segment thereof such that it constitutes a new Authorized Improvement or Segment thereof beyond the scope of this Agreement.

Section 2.07. Payment and Performance Bonds for Authorized Improvements.

For each construction contract for any part of the Authorized Improvements, the Owner or Owner's contractor shall execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and all Applicable Regulations. The performance bond requirement will be reduced by an amount equal to any PID Bond proceeds held by the Trustee in the Project Fund and any additional financial support by the Owner at the time of the issuance of PID Bonds, if applicable, and agreed upon by the Owner and the City.

Section 2.08. Maintenance of Project, Warranties.

The Owner shall maintain each Authorized Improvement, or Segment thereof, in good and safe condition in accordance with applicable all Applicable Regulations until such Authorized Improvement, or Segment thereof, is accepted by the City. The City's acceptance of Authorized Improvements, or Segment thereof, shall be in accordance with all Applicable Regulations and procedures for the acceptance of subdivision improvements. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement, or Segment thereof. On or before the acceptance by the City of an Authorized Improvement, or Segment thereof, the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidences of contingent obligations of third persons with respect to such Authorized Improvement, or Segment thereof, and shall provide the City with a two year maintenance bond from the date of final acceptance of the Authorized Improvements, or Segment thereof, that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Authorized Improvements, or Segment thereof, for each Authorized Improvement to be accepted by the City.

Section 2.09. Sales and Use Tax Exemptions.

(a) The Parties understand that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the current Tax Code from sales and use taxes levied by the State of Texas, or by any city, county, special district, or other political subdivision of the State, as set forth in Section 151.309 of Tax Code and 34 Tex. Admin. Code, sec. 3.291.

(b) Upon request of the Owner, and to the extent provided by law, the City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in 34 Tex. Admin. Code, sec. 3.291) for exemption from sales and use taxes.

Section 2.10. Regulatory Requirements.

(a) Notwithstanding anything to the contrary contained herein, the Owners shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Authorized Improvements, in accordance with all Applicable Regulations, the City-approved plans and specifications, and Recognized and Generally Accepted Good Engineering Practices, as such term is defined and interpreted by the Federal Occupational Safety and Health Administration.

(b) With respect to the construction of the Authorized Improvements, it is understood that their construction will be exempt from any public bidding or other purchasing and procurement policies pursuant to the current Texas Local Government Code Section 252.022(a)(9), which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one third of the cost is to be

paid by or through Special Assessments levied on Property that will benefit from the improvements. The Owner will request bids from at least three (3) independent, competent contractors for the construction of the Authorized Improvements in the Phase 1 Subdivision and provide copies of the bids to the City, however the City acknowledges and agrees that the Owner may choose, in their reasonable discretion, to use one of the selected independent, competent contractors for the Phase 1 Subdivision for construction of the Authorized Improvements in the Future Phase 2 Subdivision without soliciting any additional bids, so long as cost estimate for the Authorized Improvements in the Future Phase 2 Subdivision are reasonable and comparable to the costs of the Authorized Improvements in the Phase 1 Subdivision. [MA TO VERIFY]

Section 2.11. Insurance. [MA TO VERIFY]

(a) All contractors, subcontractors, engineers, and consultants shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies:

(i) Workers' compensation and employers' liability insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers' liability of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Project.

(ii) Automobile liability insurance for all owned, non-owned, and hired motor vehicles used, with respect to the Property or the Project in a minimum amount of \$1,000,000, combined single limit.

(iii) Commercial general liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and/or property damage, with a minimum aggregate of \$1,000,000 and blanket contractual coverage, independent contractors' coverage and explosion, collapse, and underground (X, C & U) coverage.

(iv) For contractors/subcontractors providing professional engineering, architectural or design services under this Agreement, engineers' professional liability insurance or other errors and omissions insurance coverage for the non-engineer professionals with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of submission to City for approval of permits for construction of any phase of the Project. The insurance will be renewed or extended as necessary to remain in force as for claims made for two (2) years after final acceptance of the applicable Projects by the City.

(v) For work that involves asbestos or any hazardous materials or risk of air, water or soil pollution, the following will be in addition to the other insurance required hereunder:

- a. Asbestos abatement endorsement or pollution coverage to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy cannot exclude asbestos or any hazardous materials or pollution and shall provide “occurrence” coverage without a sunset clause.
- b. Pollution coverage in accordance with federal and state regulations requiring an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their commercial general liability insurance policy that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other hazardous materials. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

(b) ~~(b)~~ The insurance required under Section 2.11(a)(v) will only be required for the entity that is actually performing work involving asbestos or any hazardous materials or risk of air, water or soil pollution. For example, if the Owner's contractor (instead of the Owner) is performing such work, the contractor, not the Owner, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the commencement of each phase of construction if that phase will include work involving asbestos or any hazardous materials or risk of air, water or soil pollution.

(c) ~~(c)~~ The Owner or Owner's contractor shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to subsections 2.11(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing by the City. Additionally, with respect to subsections 2.11(a)(i), (ii) and (iii), all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage, where permitted by policy language. The City will be an additional insured as its interests may appear on the commercial general and automobile liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. The Owner or Owner's contractor shall submit copies of all Insurance Policy Documents and certificates of insurance to the City providing

evidence of insurance coverage required by this Agreement on or before the commencement of the Projects except that asbestos, hazardous waste, pollution, and professional engineers and other errors and omissions policy documents need not be provided until those covered by such insurance commence work on the Projects or as otherwise provided in this Agreement. Copies of all Insurance Policy Documents will be promptly delivered to the City at the time the policies are issued, including copies of any and all changed or new Insurance Policy Documents. The Owner or Owner's contractor will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance certificates evidencing the insurance coverages required hereunder.

(d) ~~(d)~~ All endorsements, waivers, and notices of cancellation shall be in favor of the City and policies of commercial general liability and automobile insurance shall provide that City is an additional insured and certificates of insurance evidencing same will be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify the Owner or Owner's contractor in writing.

(e) ~~(e)~~ The Owner or Owner's contractor shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by the Owner (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of the Owner under this Agreement.

Section 2.12. Remedy.

Owner's sole remedies for nonperformance of this Article II by the City shall be to seek specific performance, judicial injunction, or any legal damages directly arising from such nonperformance pursuant to the terms of this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

ARTICLE III. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 3.01. Apportionment and Levy of Assessments.

The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement and to levy Special Assessments. The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code §§ 372.013 and 372.014 and be presented to the City Council for review and approval prior to a series of PID Bonds being issued. The Owner may request the City provide the Owner with a copy of any Service and Assessment Plan update prior to consideration by the City Council for so long as the Owner owns any Assessed Property in the District. The Service and Assessment Plan will be modified as required to comply with the requirements of the PID Act and the Texas Attorney General's Office. The annual indebtedness defined by the Service and Assessment Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement.

The City shall use its best efforts to levy Special Assessments on the Assessed Properties in accordance herewith and with each Service and Assessment Plan. It is contemplated that the City will issue one series of PID Bonds, to pay or reimburse the Owner for a portion of the Actual Costs of the Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements will be greater than the net proceeds of the PID Bonds or the Special Assessment Revenues available for reimbursement of the costs of the Authorized Improvements and the Owner shall fund the difference.

Section 3.02. Acceptance of Special Assessments; Recordation of Covenants Running with the Land. ~~[ADD LANGUAGE REQUIRING ANNUAL SAP UPDATES TO BE PROVIDED TO OWNER PRIOR TO PUBLIC HEARING]~~

Concurrently with the levy of the Special Assessments, the Owner, the Consenting Parties, and any other owners of land within the District and the City shall execute a "**Landowner Agreement**" (herein so called) in which the Owner, Consenting Parties, and other owners, if applicable, (the "**Landowners**") shall (i) approve and accept the apportionment of assessments in the Service and Assessment Plan and the levy of the Special Assessments and (ii) the Home Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Landowners' intent that all Special Assessments be covenants running with the land that (i) shall bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such property take their title subject to and expressly assume the terms and provisions of the Special Assessments and (b) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for state, municipality, county or school district ad valorem taxes.

Section 3.03. Collection of Assessments.

(a) So long as the City is obligated to reimburse the Owner for the costs of the Authorized Improvements hereunder or any PID Bonds are outstanding, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to an Assessment Ordinance. The Annual Installment of such Special Assessments will be updated at least annually in the Service and Assessment Plan (during the term of this Agreement) in the manner and to the maximum extent permitted by applicable law. The City will deposit or cause to be deposited the collected Special Assessment Revenues into a segregated account, or if PID Bonds have been issued, then transferred to the Trustee and deposited in the funds and accounts in the priority set forth in the respective Indenture, as further described in Section 4.02 below.

(b) Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with the Williamson County Tax Assessor-Collector for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Assessed Properties and will be collected as part of and in the same manner as ad valorem taxes.

ARTICLE IV.
PAYMENT OF ACTUAL COSTS OF AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements.

(a) Any payment obligation of the City hereunder shall be payable solely from Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds in accordance with this Agreement. No other funds, revenues, taxes, or income of any kind other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City's obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstance, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds. None of the City nor any of its elected or appointed officials or any of its respective officers, employees, consultants or representatives shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

(b) The City does not warrant, either expressed or implied, that the aggregate amount of all Special Assessment Revenues or proceeds of all PID Bonds will be sufficient for the construction or acquisition of all of the Authorized Improvements. The Parties anticipate that the Actual Costs will be greater than the aggregate amount of all Special Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of PID Bonds or Special Assessment Revenues.

(c) Upon completion of an Authorized Improvement, or Segment thereof, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III above, the given Authorized Improvement, or Segment thereof, after such Authorized Improvement, or Segment thereof, is completed and has been accepted by the City. Upon written acceptance of an Authorized Improvement, or Segment thereof, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The procedures set forth in Section 4.02(d) below shall apply to all Certifications for Payment regardless of which account within the applicable Project Fund the actual funds are being paid from.

(e) Contemporaneously with the execution of this Agreement, the City will consider the adoption of the Assessment Ordinance that (i) approves the Service and Assessment Plan identifying the costs of the Authorized Improvements for the District and the Special Assessments and (ii) levies said Special Assessments. The City will levy and collect such Special Assessments in accordance with the terms hereof, the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Ordinance as further provided in this Agreement.

(f) The aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions

within the District shall be \$3.20. Notwithstanding the foregoing, Owner may voluntarily elect to have the Tax Equivalent Assessment Rate of Special Assessments be less than \$3.20 and this shall not require approval by City Council.

Section 4.02. Payments for Authorized Improvements Upon the Issuance of PID Bonds.

(a) As more particularly described in Section 5.01 hereof, the City will, concurrently herewith, consider the adoption of a resolution consenting to the issuance of PID Bonds to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue.

(b) The proceeds from the issuance of the PID Bonds will be held by the Trustee in various segregated accounts under the Project Fund established pursuant to an Indenture. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the Actual Costs (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment in the form as attached hereto in Exhibit "F-2". At least thirty (30) calendar days prior to the time of the closing of a series of PID Bonds, the Owner may submit a Closing Disbursement Request substantially in the form attached hereto in Exhibit "F-1" executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City Construction Representative shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, the City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, the Owner shall be reimbursed an amount equal to the applicable Owner Expended Fund in accordance with the procedures set forth in Section 4.02.

(c) Any Authorized Improvements that have not been (i) reimbursed at the Closing of the PID Bonds, (ii) completed by Owner, or (iii) accepted by the City by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.02 and the Indenture. Such payments shall be made by the Trustee no more frequently than monthly and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the Construction Manager. If the City Construction Representative disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with the City Construction Representative's comments, the Certification for Payment can be submitted to the Trustee for payment.

(d) The general process for funding of Authorized Improvements from funds on deposit in a Project Fund is as follows:

(1) the Owner shall deliver to the City's Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit "F-2" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the respective series of PID Bond and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of a series of PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and the City Construction Representative will verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City Construction Representative agrees to conduct such review and cost verification in an expeditious manner and within 30 business days after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City Construction Representative in conducting each such review and to provide the City Construction Representative with such additional information and documentation as is reasonably necessary for the City Construction Representative to conclude each such review. Upon confirmation by the City Construction Representative that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval by the City Construction Representative of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days accept those completed Authorized Improvements not previously accepted by the City Construction Representative, shall sign the Certification for Payment and forward the executed Certification for Payment to the Trustee for payment.

(e) In addition to the submitted items required in 4.02(d) above, in order to obtain the final progress payment for an Authorized Improvement funded by a series of PID Bonds pursuant to this Section 4.02, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

[DISCUSS – CERTIFICATE OF PAYMENT NEEDS TO BE SENT TO TRUSTEE 30 DAYS AFTER RECEIPT]

Section 4.03. Assignment of Right to Payment of Unreimbursed Costs.

Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond proceeds or Special Assessment Revenues, (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such

conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by the Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

ARTICLE V. PID BONDS

Section 5.01. PID Bond Issuance.

Subject to the satisfaction of conditions set forth in this Article V, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. Contemporaneously herewith, the Owner has requested issuance of PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

(a) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) [INTENTIONALLY OMITTED].

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The adoption of the Service and Assessment Plan and the Assessment Ordinance levying Special Assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID.

(e) The City has formed and utilized its own financing team including, but not limited to, bond counsel, Financial Advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant, if applicable or required. Any and all costs incurred by these activities will be included in City administration costs recouped from Special Assessments. The continuing disclosure will be divided into City disclosure and the disclosures of the Owner and the Consenting Parties, and the City will not be responsible or liable for Owner or Consenting Parties disclosure but the City's disclosures professional will be used for all disclosures.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$15,000,000.

(h) The PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements for which such PID Bonds are being issued.

(i) Delivery by the Owner to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the Authorized Improvements increase the value of the property.

(j) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(k) The Owner is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Special Assessments.

(l) The Owner is not in material default under this Agreement or, with respect to the Property, in default of any material terms in any other agreement to which Owner and the City are parties.

(m) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(n) The PID Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(o) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the City's required standards for similar developments including without limitation any Applicable Regulations.

(p) The City has determined that the amount of proposed Special Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(q) Unless otherwise approved by City Council at the time of issuance of a series of PID Bonds, the maturity for a series of PID Bonds shall be 35 years.

(r) The final maturity for any PID Bonds shall be not later than 45 years from the Effective Date.

(s) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(t) If the applicable portion of Authorized Improvements has not already been constructed and to the extent proceeds from a series of PID Bond are insufficient to fund such Actual Costs, Owner shall, at the time of closing the PID Bonds, provide a completion guarantee

or other similar type of credit support in the amount of the difference between the Actual Costs and the PID Bond Proceeds available to fund such Actual Costs related to the applicable Authorized Improvement, or Segment thereof (without limiting any other provision, in the event Owner does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Owner shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds). **[DISCUSS NRF QUESTIONS SUBJECT TO CITY TEAM FEEDBACK]**

(u) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(v) The Owner agrees to provide and cause the Consenting Parties to provide periodic information and notices of material events regarding such entities and such entities' development within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Owner or the Consenting Parties in connection with the issuance of PID Bonds.

(w) The Owner provides the necessary information to satisfy the City's Director of Public Works or his designee that the Actual Costs are reasonable.

(x) The Owner and the Consenting Parties are not in default under any Continuing Disclosure Agreement related to an issuance of PID Bonds to which it is a party.

(y) For the issuance of a series of bonds for the purpose of refunding any PID Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.

(z) The aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District shall be \$3.20 per \$100.00 taxable assessed valuation. Notwithstanding the foregoing, Owner may voluntarily elect to have the initial Tax Equivalent Assessment Rate of Special Assessments be less than \$3.20 and this shall not require approval by City Council.

(aa) Owner has completed and the City has accepted the Authorized Improvements, or Segment thereof, for any previous phase of the Property.

~~(bb) — If the value to lien ratio is less than 3:1 for PID Bonds, the amount of funds below the 3:1 value to lien ratio shall be “restricted” from access by the Owner until such a time as the value of the Property reaches the 3:1 ratio. It is agreed by the Parties that, with respect to the Single Family Parcels, the City shall not restrict funds below the 3:1 value to lien ratio. It is further agreed by the Parties that, with respect to the Vantage Parcel, the City shall not restrict funds below the 3:1 value to lien ratio. [IS THIS HOLDBACK REQUIREMENT APPLICABLE/NECESSARY GIVEN (cc) BELOW?]~~

(bb) ~~(cc)~~ If, at the time of PID Bond issuance, the Commercial Parcel and/or the Multifamily Parcel has not been sold to a third party, and the **building permit** **[]** **[OPEN ISSUE]** has not been issued for development on the Commercial Parcel or the Multifamily Parcel;

or, (2) the value to lien ratio, as determined by an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, is less than 3:1 on the Commercial Parcel or the Multifamily Parcel the funds from the PID Bond proceeds attributable to the Assessments for the respective Commercial Parcel and/or the Multifamily Parcel ~~DPFG~~ **IS THIS THE RIGHT WAY TO DETERMINE THE AMOUNT OF THE HOLDBACK?**, as applicable, shall be restricted until such time as that parcel is sold to a third party and (1) a building permit has been issued for development on either the respective Commercial Parcel or the Multifamily Parcel; or, (2) the value to lien ratio is more than 3:1, as determined by an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, on the respective Commercial Parcel or the Multifamily Parcel, at which point the funds attributable to such parcel shall be released and the funds attributable to the remaining parcels described in this subsection will continue to be restricted until the conditions herein are satisfied. If a portion of the Commercial Parcel and/or the Multifamily Parcel is sold to a third party and (1) a building permit has been issued for development on such portion of the respective Commercial Parcel or the Multifamily Parcel, as applicable; or, (2) the value to lien ratio is more than 3:1, an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, on such portion of the respective Commercial Parcel or the Multifamily Parcel, as applicable, funds will be released on a pro-rata basis calculated on the basis of the Estimated Buildout Value, as defined in the SAP, of the purchased portion of such Commercial Parcel and/or the Multifamily Parcel.

(cc) ~~(dd)~~ Notwithstanding ~~subsections~~ subsection (bb) ~~and (cc)~~ above, until the portion of Authorized Improvements associated with F.M. 1660 to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City, PID Bond funds equivalent to the Future Phase 2 Subdivision Special Assessments (less Annual Collection Costs as defined in the Service and Assessment Plan) ~~DPFG~~ **IS THIS THE RIGHT WAY TO DETERMINE THE AMOUNT OF THE HOLDBACK?** shall be “restricted” from access by the Owner until such time as the portion of Authorized Improvements associated with F.M. 1660 to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City. For the purposes of this Agreement, “acceptance” by the City means the recording of a final approved plat for the Future Phase 2 Subdivision. **[OPEN ISSUE]**

Section 5.02. Disclosure Information.

Prior to the issuance of PID Bonds by the City, the Owner agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Owner agrees, represents, and warrants that any information provided by the Owner for inclusion in a disclosure document for an issue of PID Bonds will not, to the Owner's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the Owner further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

Section 5.03 Qualified Tax-Exempt Status.

(a) (a) Generally. In any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs (“**Additional Costs**”) the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the “City Obligations”), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations (“**QTEO**”), as defined in section 265(b)(3) of the Internal Revenue Code (“IRC”) as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law; provided, however that if the City fails to use diligent, good faith efforts to issue PID Bonds as required by Article V and that failure causes PID Bonds to be issued in a different calendar year or not be issued at all, the City shall refund to Owner all Additional Costs paid by Owner as a result of such failure. Additionally, the City will provide the Owner on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process however such projection is not a binding amount under this agreement but merely an expression of the City's then expected amount of Obligations to be issued during the next calendar year. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Owner and any deficiencies in the estimated Additional Costs paid to the City by the Owner shall be remitted to the City by the Owner).

(b) Issuance of PID Bonds prior to City Obligations. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Costs based on the market conditions as they exist approximately forty five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the “Estimated Costs”). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the City. The Owner shall pay such Estimated Costs on or before the earlier of: (i) twenty (20) business days after the date of said invoice, or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(c) Upon the City’s issuance of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within ten (10) business days of the date of the City’s notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City’s notice required under this paragraph. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City’s notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full. If the City does not issue the City Obligations by the end of the calendar year in which PID Bonds are issued, the City will refund to the Owner the Additional Costs paid by the Owner in such calendar year within ten (10) business days after the end of such calendar year.

(d) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately forty five (45) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the County. The Owner shall pay such Estimated Costs to the City at least fifteen (15) days prior to the pricing the City Obligations. If the Owner has not paid the Estimated Costs to the City by the required time, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the actual Additional Costs to the City of issuing non QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full.

(e) To the extent any Owner(s) or property owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all developers and property owners (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(f) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and the Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Owner's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Owner. The portion owed by the Owner shall be determined by dividing the total proceeds from any debt issued on behalf of the Owner in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including the Owner) in such calendar year.

Section 5.04. Tax Certificate.

If in connection with the issuance of PID Bonds, the City is required to deliver a certificate as to tax exemption (a "**Tax Certificate**") to satisfy requirements of the Internal Revenue Code, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond proceeds (including, but not limited to, the use of the Authorized Improvements), the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that

would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 5.03. Special Obligations.

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN AN INDENTURE) AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN AN INDENTURE. THE OWNERS OF PID BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF PID BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY, NOR ANY OF ITS ELECTED OR APPOINTED OFFICIALS NOR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT UNLESS SUCH ACT OR OMISSION IS IN VIOLATION OF STATE OR FEDERAL LAW AND IS DONE RECKLESSLY OR INTENTIONALLY.

ARTICLE VI. ADDITIONAL PROVISIONS

Section 6.01. Redemption Agreement.

[INTENTIONALLY OMITTED]

Section 6.02. Home Buyer Disclosure.

Owner shall comply with, and cause Meritage to comply with, the Home Buyer Disclosure Program attached hereto as Exhibit "H" and made a part hereof.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

Section 7.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Owner:

(a) The City represents and warrants that the City is a home-rule municipal corporation of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has the full legal right, power and authority under the PID Act, its charter, and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt an

Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City represents and warrants that this Agreement is a valid and enforceable obligation of the City in accordance with its terms.

(c) The City represents and warrants that it will not unreasonably withhold, condition, or delay payment for any Authorized Improvement that has been constructed and dedicated to the City in accordance with this Agreement.

(d) The City represents and warrants that the City Council has reviewed this Agreement, been advised by legal counsel, and has properly authorized its City Manager to execute this Agreement.

(e) The City agrees to provide the information required by its underwriter to facilitate the completion of bond offering documents to effectuate the sale of the PID Bonds.

Section 7.02. Representations and Warranties of Owner.

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that the Owner is a limited liability company duly organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, has the authority to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is a valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to cause such Segment to be completed in accordance with this Agreement.

(e) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project or identified in the SAP, and (ii) it will diligently follow all procedures set forth in this Agreement.

(f) Until final acceptance by the City of each Authorized Improvement, or segment thereof, the Owner covenants to maintain proper books of record and account for the Authorized

Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with generally accepted accounting practices and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Disclosure Agreement of Owner in connection with the issuance of PID Bonds and to cause the Consenting Parties to provide the information required pursuant to disclosure agreements executed by the Consenting Parties in connection with the issuance of PID Bonds.

(h) The Owner represents and warrants that no portion of the Property is designated and claimed for agricultural use as described in Section 23.41 of the Texas Tax Code.

ARTICLE VIII. DEFAULT AND REMEDIES; INDEMNIFICATION

Section 8.01. Default and Remedies.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or five (5) business days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subsection (d) below.

(c) Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VIII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

(d) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party (other than the

payment of a monetary sum) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, governmental action or refusal to act, acts of God, pandemics, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts) ("**Force Majeure**"), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) calendar days after the claiming Party becomes aware of the same, unless prevented by such "force majeure" event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article VIII.

Section 8.02. Indemnification and Hold Harmless by Owner.

THE OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, 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 THE OWNER, (INCLUDING THE NEGLIGENCE OF THE OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS) OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE AUTHORIZED IMPROVEMENTS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. THE OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE OWNER AND THE CITY, THE OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 8.02 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT CONSISTENT WITH THE TERMS OF SECTIONS 9.04 AND 9.12 BELOW.

Section 8.03 Claims and Release.

(a) If the City notifies the Owner of any Third Party Claim, the Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by the Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such Third Party Claim

involves the Owner and the City and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to the Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and the Owner shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. It is hereby understood and agreed that if any Third Party Claim is caused by the City's gross negligence, the City shall provide and pay for its own legal counsel.

(b) Other than to the extent caused by an event of default by the City, the Owner hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

(c) The Owner or the Owner's contractor 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 prior to acceptance of public improvements by the City that benefit the Project, the Owner or the Owner's contractor shall provide a two (2) year maintenance bond.

ARTICLE IX. GENERAL PROVISIONS

Section 9.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Hutto
 Attn: City Manager
 500 West Live Oak Street
 Hutto, Texas 78634

With a copy to: Bojorquez Law Firm, PC
 Attn: Dottie Palumbo, City Attorney
 11675 Jollyville Road, Suite 300
 Austin, Texas 78759
 Facsimile: (512) 250-0749

If to Owner: MA Durango Farms, LLC
Attn: Wyatt Henderson
230 Klattenhoff Lane, Ste. 102
Hutto, Texas 78634

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: (512) 404-2234

Section 9.02. Fee Arrangement/Administration..

(a) In addition to any costs paid by the Owner pursuant to that certain Professional Services Agreement dated February 19, 2020, all fees of legal counsel related to the issuance of the applicable PID Bonds including fees for the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from the proceeds of the PID Bonds. It is hereby acknowledged and agreed that fees for the City's Bond Counsel, Trustee, Trustee's Counsel, Financial Advisor, the Underwriter, and Underwriter's Counsel will be paid at the Issue Date of the PID Bonds in accordance with the budget attached as Exhibit "G" hereto. Pursuant to a separate agreement, the City may contract with a third party to serve as the PID Administrator and to administer the District after Closing. The administrative expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 9.03. Assignment.

(a) Notwithstanding subsection 4.03 above, Owner may assign in whole or part its rights and obligations under this Agreement to persons purchasing all or a portion of the Property in accordance with Section 9.03 but not to an individual purchaser of a Lot within a recorded final plat. This Agreement may be assigned by Owner without the consent of the City to (i) affiliates of the Owner or (ii) any third-party entity that is not in default in the payment of taxes, assessments, fees, or any agreements with the City and that entity has the financial capacity to perform this Agreement and Owner will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Owner, only the Designated Successor or Assign and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Owner or City shall be deemed to and will include the successors or

assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

Section 9.04. Term of Agreement.

The term of this Agreement shall begin on the Effective Date and shall continue until the Maturity Date; *provided*, that unless extended by both parties pursuant to a written amendment to this Agreement, this Agreement shall automatically terminate three (3) years after the date of the execution of this Agreement, if a Special Assessment is not levied by such date. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Actual Costs expended prior to the termination of this Agreement and/or dissolution of the District remaining unpaid shall survive such termination and/or dissolution.

Section 9.05. Construction of Certain Terms.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender do not exclude any other gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.
- (g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval," "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 9.06. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.07. Time.

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 9.08. Applicable Law and Venue.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 9.09. Amendments.

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 9.10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 9.11. Entire Agreement.

This Agreement contains the entire agreement of the Parties.

Section 9.12. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.13. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

Section 9.14. Reservation of Rights.

To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.15. No Joint Venture.

It is acknowledged and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

Section 9.16. Owner as Independent Contractor.

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 9.17. Supplemental Agreements.

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, the PID Bond Ordinance and the Indenture.

Section 9.18. City's Acceptance of Authorized Improvements. The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements

Section 9.19. Boycotts and Foreign Business Engagements.

(a) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner and the Consenting Parties each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(c) Firearm Entity/Trade Association and Energy Company Boycotts. Section 2274.002 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19", and by Senate Bill 13, 87th Texas Legislature, Regulation Session (SB 13")), as amended, is inapplicable because Owner is a company with less than 10 full-time employees.

Section 9.20. 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 District. 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.

Section 9.21. 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 9.22. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit "A" - Definitions
- Exhibit "B" - Property Description for Development
- Exhibit "B-2" - Commercial Parcel
- Exhibit "B-3" - Multifamily Parcel
- Exhibit "C" - Concept Plan
- Exhibit "D" - Authorized Improvements
- Exhibit "E" - *-Intentionally Deleted-*
- Exhibit "F-1" - Form of Closing Disbursement Request (Closing Disbursement)
- Exhibit "F-2" - Form of Certification for Payment
- Exhibit "G" - Budget
- Exhibit "H" - Home Buyer Disclosure Program
- Exhibit "H-1" - Notice of Obligation Pay Public Improvement District Assessments to the City of Hutto, Texas

[Signature Pages to Follow]

CITY:

THE CITY OF HUTTO, TEXAS

By: _____
Name: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on the ____ day of _____, 2021
by _____, the _____ of the City of Hutto, Texas, on behalf of said City..

(SEAL)

Notary Public, State of Texas

Name printed or typed
Commission Expires: _____

OWNER:

MA Durango Farms LLC,
a Texas limited liability company

By: _____

Name: Wyatt Henderson

Title: Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Wyatt Henderson, Manager of MA Durango Farms LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of Texas

Name printed or typed
Commission Expires: _____

It is hereby acknowledged that the Consenting Parties are executing this Agreement solely due to the fact that they are an owner of a portion of the Property and, except for its obligations expressly set forth under the Landowner's Agreement, Consenting Parties have no rights, duties, or obligations to the City, the Owner, or otherwise in connection with this Agreement.

Meritage Homes of Texas, LLC

an Arizona limited liability company

By: _____

Name: _____

Title: _____

Vantage at Hutto, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit "A"

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

"Actual Cost(s)" means the Owner's demonstrated costs for designing and constructing the Authorized Improvements. Cost(s) may include (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"Additional Actual Costs" means any additional Actual Costs the City incurs issuing the PID Bonds.

"Additional Named Insured" means a person, organization, or governmental entity identified as an insured party in the policy declarations or an addendum to the policy decorations for a certificate of insurance.

"Agreement" has the meaning given in the recitals to this Agreement.

"Annual Installments" shall mean the annual installment payment on a Special Assessment as calculated pursuant to the Service and Assessment Plan and approved by the City Council.

"Applicable Regulations" means (i) City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City as may be modified by this Agreement, the Development Agreement and/or the PUD; and (ii) any State or Federal law, regulation, rule, policy, or similar requirement applicable to the Project.

"Assessed Property" or **"Assessed Properties"** means property within the District that benefits from an Authorized Improvement and on which Special Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to the Service and Assessment Plan) and which includes any and all Parcels within the District other than Non-Benefitted Property.

"Assessment Ordinance" means the ordinance adopted by the City Council approving the Service and Assessment Plan and levying Special Assessments, as described in Article III of this Agreement.

"Association Regulations" has the meaning as set forth in Section 2.05.

"Attorney General" means the Texas Attorney General's Office.

"Authorized Improvements" means the Authorized Improvements listed in the PID Act and includes the public improvements which benefit the Property and are described on Exhibit "D" hereto.

"Bond Issuance Request" means written request made by Owner to the City to issue PID Bonds as evidenced by Owner's expenditure of necessary amounts for financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

"Certification for Payment" shall mean that certain certification substantially in the form attached hereto as Exhibit "F-2" hereto.

"City" has the meaning given in the recitals to this Agreement.

"City Construction Representative" means the employee or designee of the City carrying out the duties as described in this Agreement.

"City Council" means the duly elected governing body and council of the City.

"City Code" means the Ordinances of the City, together with all related policies, administrative rules and technical criteria manuals, as modified by the Development Agreement.

"City Engineer" means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein.

"City Manager" means the city manager of the City.

"Closing Disbursement Request" shall mean that certain request substantially in the form attached hereto as Exhibit "F-1".

"Commercial Parcel" shall mean the approximately ____ acre parcel shown on Exhibit "B-2" attached hereto.

"Completed Authorized Improvements" means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

"Concept Plan" means the concept plan attached hereto as Exhibit "C".

"Consenting Parties" has the meaning given in the recitals of this Agreement.

"Construction Manager" means initially the Owner, and thereafter subject to change in accordance with Section 2.04 of this Agreement.

"County" means Williamson County, Texas.

"Delinquent Collection Actual Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment, or an Annual Installment, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees to the extent permitted under Texas law.

"Designated Successors and Assigns" shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 9.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

"Development Agreement" has the meaning given in the recitals to this Agreement.

"Disclosure Agreement of Owner" means an agreement entered into by the Owner and a dissemination agent in connection with the issuance of PID Bonds pursuant to which the Owner agrees to provide certain information regarding the development of the District and the Authorized Improvements for the benefit of the owners of the PID Bonds.

"District" has the meaning given in the recitals to this Agreement.

"End User" means any tenant, user, or owner of a fully developed and improved lot.

"Effective Date" has the meaning given in the recitals to this Agreement.

"Financial Advisor" means Hilltop Securities, Inc.

"Force Majeure" has the meaning as set forth in Section 8.01(d).

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Actual Costs.

"Future Phase 2 Subdivision" means the portion of the Property that is not a part of the ~~Durango Farms Phase 1 Final Plat, dated April 14, 2020, recorded in the Williamson County Real Property Records under document # 2020131845.~~ [Phase 1 Subdivision.](#)

"Good Engineering Practices" means the basis for engineering, operation, or maintenance activities and are themselves based on established codes, standards, published technical reports or recommended practices or similar documents.

"Home Buyer Disclosure Program" means the disclosure program, administered by the PID Administrator as set forth in a document in the form of Exhibit "H" or another form agreed to by the City and the Owner(s) that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

"Indenture" or **"Trust Indenture"** means the Indenture of Trust entered into in connection with the issuance of the PID Bonds, between the City and the Trustee setting forth terms and conditions related to such PID Bonds.

"Insurance Policy Documents" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

"Issue Date" means the date of the initial delivery of the PID Bonds.

"Landowner Agreement" has the meaning given in Section 3.02 of this Agreement.

"Landowners" has the meaning given in Section 3.02 of this Agreement.

"Maturity Date" means the date one year after the last Annual Installment is collected.

"Multifamily Parcel" shall mean the approximately 5 acre parcel shown on Exhibit "B-3" attached hereto.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements, as determined by the City Council. Such Parcels include alleys, private roads, and easements that create an exclusive use for a public utility provider and accrue no special benefit from the Authorized Improvements. Property identified as Non-Benefitted Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel shall not be assessed.

"Owner" has the meaning given in the recitals to this Agreement.

"Owners Association" means a homeowners association or property owners association.

"Owner Expended Funds" means the funds expended by the Owner to date to pay Actual Costs of the Authorized Improvements that have not been previously reimbursed by the City.

"Parcel" means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City Council.

"Party" means the Owner or the City, as parties to this Agreement, and **"Parties"** means collectively, the Owner and the City.

"Phase 1 Subdivision" means the portion of the Property that is part of the Durango Farms Phase 1 Final Plat, dated April 14, 2020, recorded in the Williamson County Real Property Records under document # 2020131845.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Administrator" means an employee of the City and/or third-party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to the PID Bonds or in any other agreement approved by the City Council.

"PID Bond Ordinance" means and refers to an ordinance or ordinances of the City Council that authorize and approve the issuance and sale of a series of PID Bonds and provide for their security and payment, either under the terms of a PID Bond Ordinance or a trust indenture related to a series of PID Bonds.

"PID Bonds" means those certain City of Hutto Special Assessment Revenue Bonds, Series 2021 (Durango Farms Public Improvement District) that are secured by Special Assessments levied on the District.

"PID Bond Proceeds" means the par amount of the PID Bonds.

"Prepayment" means the payment of all or a portion of a Special Assessment before the due date thereof.

"Project" has the meaning given in the recitals to this Agreement.

"Project Engineer" means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Randall Jones & Associates Engineering, Inc.

"Project Fund" means the separate and unique fund established by the City under such name pursuant to the Indenture.

"Property" has the meaning given in the recitals to this Agreement.

"PUD" has the meaning given in the recitals to this Agreement.

"Redemption Agreement" shall have the meaning given in Section 6.02 of this Agreement.

"Segment" or **"Segments"** means the discrete portions of the Authorized Improvements identified as such.

"Service and Assessment Plan" or "SAP" means the Durango Farms Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time), to be adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article III of this

Agreement. The Parties hereby acknowledge that the Service and Assessment Plan may be amended, supplemented or updated from time to time.

"Special Assessment" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

"Special Assessment Revenues" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Actual Costs, and (iv) Foreclosure Proceeds.

"State" means the State of Texas.

"Tax Certificate" has the meaning given in Section 5.03 of this Agreement.

"Tax Code" means the Texas Tax Code.

"Tax Equivalent Assessment Rate" means the ad valorem tax equivalent of an Annual Installment due on a parcel at the time of an issuance of PID Bonds on \$100 of assessed valuation of the assessed parcel.

"Third Party Claims" or **"TPC"** has the meaning given in Section 8.02 of this Agreement.

"Third-Party Contractor" has the meaning given in Section 2.04 of this Agreement.

"Transfer" has the meaning given in Section 4.03 of this Agreement.

"Transferee" has the meaning given in Section 4.03 of this Agreement.

"Trustee" means the trustee under an Indenture, and any successor thereto permitted under an Indenture and any other Trustee under a future Indenture.

Exhibit "B"

PROPERTY DESCRIPTION FOR DEVELOPMENT

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

94.560 Acres
Page 1 of 3

"EXHIBIT _"

DESCRIPTION OF 94.560 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; SAID 94.560 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 3/4-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, 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;

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

[See attached]

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

94.560 Acres
Page 2 of 3

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 1/2-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, Hutto and Metcalfe Addition, a subdivision according to the 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, 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 1/2-inch iron rod found at the southeast corner 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 1/2-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 2, 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 2, 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 2, 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 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of said 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 northeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, with the south line of the tract described herein, a distance of 220.17 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point in the north right-of-way line of said Capitol Street, at the east corner of Block 9, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE S 76°41'29" W, with the south line of the said 96.99 acre tract, with the north right-of-way line of said Capitol Street, with the south line of Block 9 and Block 13, said Hutto and Metcalfe Addition, a distance of 350.53 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found 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 a southwest corner of the said 96.99 acre tract, for a southwest corner of the tract described herein;

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

94.560 Acres
Page 3 of 3

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, 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 94.560 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, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03rd day of May 2019 A.D.

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

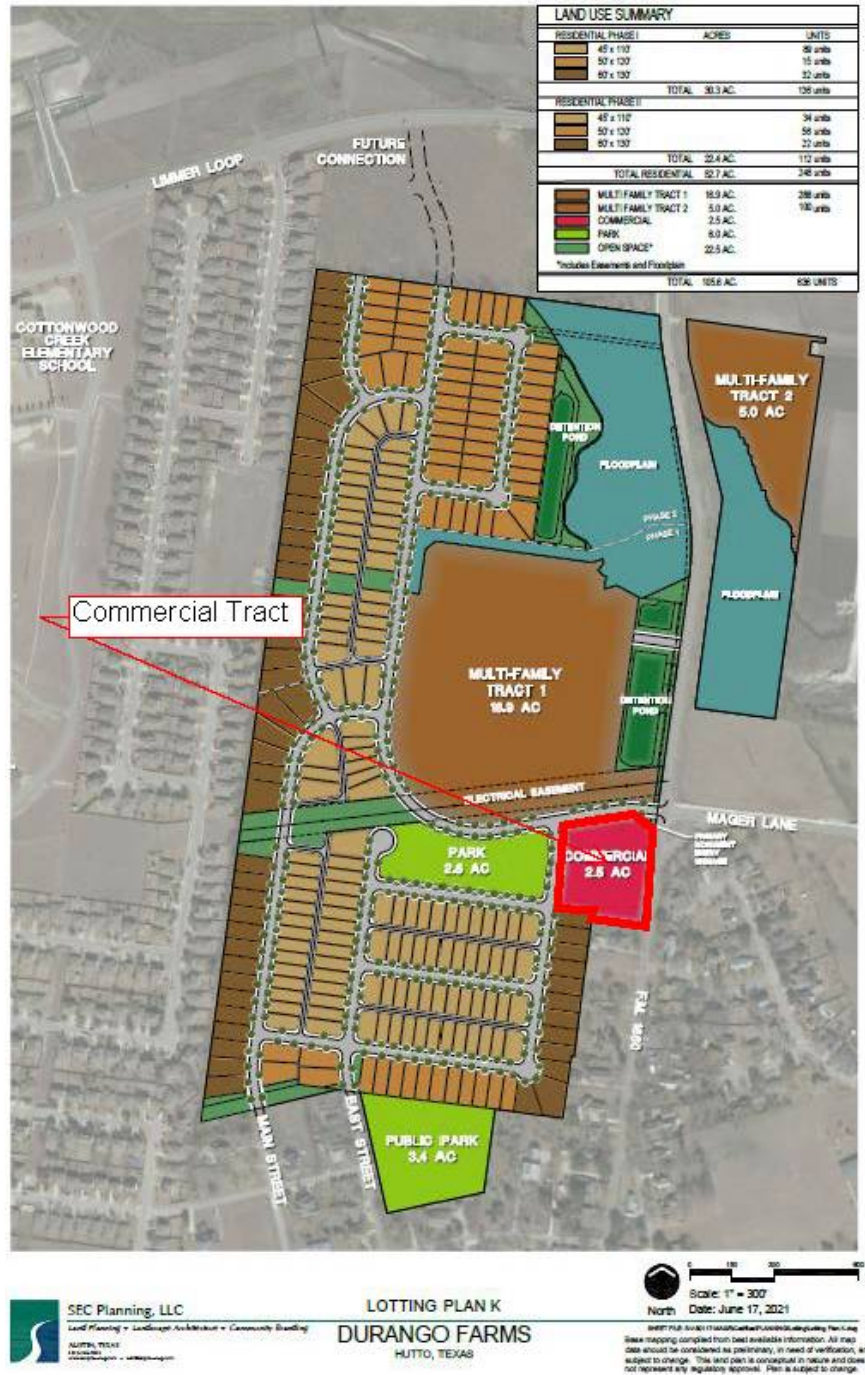

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



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

Exhibit "B-2"
COMMERCIAL PARCEL

~~[See attached]~~



~~[See attached]~~



Exhibit "C"
CONCEPT PLAN

Exhibit "D"

AUTHORIZED IMPROVEMENTS

•**Note:** At the time of execution of this Agreement, the only Authorized Improvements (and estimated costs) that can be determined with certainty are the Authorized Improvements which are listed below:

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within the Project. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the District and will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the District and will be owned and operated by the City.

- *Drainage*

[TO BE ADDED]

- *Traffic Signal & Intersection Improvements*

[TO BE ADDED]

Exhibit "E"

-INTENTIONALLY DELETED

Exhibit "F-1"

FORM OF CLOSING DISBURSEMENT REQUEST

(Closing Disbursement Request – Durango Farms)

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MA Durango Farms, LLC (the "**Owner**") and requests payment to the Owner from the applicable account of the Project Fund from _____, (the "**Trustee**") in the amount of \$ _____ to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Durango Farms Public Improvement District (the "**District**"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Hutto, Texas (the "**City**") and the Trustee dated as of _____, 20__ (the "**Indenture**") relating to the "[INSERT NAME OF BONDS] (the "**PID Bonds**").

In connection with the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner and is knowledgeable as to the matters set forth herein.
2. This request for payment for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior Certification for Payment submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Owner is in compliance with the terms and provisions of the PID Financing Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.
5. All conditions set forth in the Indenture and the PID Financing Agreement for the payment hereby requested have been satisfied.
6. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding amount and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

MA Durango Farms, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from [Actual Costs of Issuance Account] [_____ Account of the Project Fund] upon delivery of the PID Bonds.

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

Exhibit "F-2"

FORM OF CERTIFICATION FOR PAYMENT

(Certification for Payment – Durango Farms)

CERTIFICATION FOR PAYMENT FORM NO. _____

The undersigned _____ (the "**Construction Manager**") requests payment from [the applicable account of the Project Fund] from the City of Hutto (the "**City**") in the amount of \$ _____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of certain Authorized Improvements providing a special benefit to property within the Durango Farms Public Improvement District (the "**District**"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Durango Farms Public Improvement District Financing and Reimbursement Agreement between the Owner and the City (the "**PID Financing Agreement**").

In connection with the above referenced payment, the Construction Manager represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.
2. The work described in Attachment A has been completed in the percentages stated therein.
3. The Certification for Payment for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
4. The amounts listed for Actual Costs of the Authorized Improvements, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Authorized Improvements, and such costs (i) are in compliance with the PID Financing Agreement, and (ii) are consistent with the Service and Assessment Plan.
5. The Construction Manager is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.
6. The Construction Manager has timely paid all ad valorem taxes and annual installments of Special Assessments it owes or an entity under common control with the Construction Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.
7. The work with respect to the Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Authorized Improvements (or

its completed Segment). *[Include bracketed language if final progress payment for such Authorized Improvement]*

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or Segment thereof) has been completed and the City has accepted such Authorized Improvements (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or Segment thereof).

9. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.][*Include bracketed language if final progress payment for such Authorized Improvement*]

10. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.

11. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

Pursuant to the PID Financing Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the Completed Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. *[Include bracketed language if final progress payment for such Authorized Improvement]*

(Signature pages follow)

I hereby declare that the above representations and warranties are true and correct.

MA Durango Farms, LLC,
a Texas limited liability company, as
CONSTRUCTION MANAGER

By: _____
Name: _____
Title: _____

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

By:

Name: _____

Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT

The City is in receipt of the attached Certification for Payment Form No. ____, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. ____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. ____ and shall direct the Trustee to make payment from [the appropriate account of the Project Fund] [the Reimbursement Fund] to the Construction Manager or to any person designated by the Construction Manager.

CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A TO CERTIFICATION FOR PAYMENT FORM NO. ____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
----------------	---	---------------------

ATTACHMENT B TO CERTIFICATION FOR PAYMENT FORM NO. _____

[Include Attachment B bracketed if final progress payment for such Authorized Improvement]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C TO CERTIFICATION FOR PAYMENT FORM NO. ____

INVOICE LEDGER

[illegible]

[INVOICES AND/OR RECEIPTS - ATTACHED]

ATTACHMENT D TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

Exhibit "G"

BUDGET

City Attorney	\$10,000 opinion fee per series of bonds
City's Financial Advisor	\$25,000 plus 2.00% of par value of each series of bonds
Bond Counsel	2.50% of par value of each series of bonds, minimum of \$50,000 per series
Underwriter	2.00% of par value of each series of bonds
Underwriter's Counsel	1.00% of par value of each series of bonds

Exhibit "H"

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT LOT TYPE _____ HOMEBUYER DISCLOSURE

HOME BUYER DISCLOSURE PROGRAM

1. A ~~Builder[†] for an Assessed Property shall provide each residential homebuyer with~~ the person who proposes to sell or otherwise convey real property that is located in a public improvement district shall first give to the purchaser of the property the written notice titled "Notice of Obligation to Pay Public Improvement District Assessment to the City of Hutto, Texas", the form of which is attached hereto as Exhibit "H-1", as may be modified by Section 5.014 of the Texas Property Code.
2. A Builder ¹for an Assessed Property shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City which sets forth the City's mailing address and other contact information.
3. A Builder for an Assessed Property shall prominently display signage provided by the Owner or the PID Administrator in the Builder's model homes, if any, located within the Property.
4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), a Builder for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers for an Assessed Property.
6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

~~[†] Builder" means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.~~

¹ Builder" means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

Exhibit "H-1" to Financing Agreement

DURANGO FARMS PID – LOT TYPE []: HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
~~PUBLIC~~ IMPROVEMENT DISTRICT ~~ASSESSMENTS~~ ASSESSMENT
TO THE CITY OF HUTTO, TEXAS

CONCERNING THE FOLLOWING PROPERTY ~~AT:~~

STREET ADDRESS

~~OUTSTANDING PRINCIPAL OF ASSESSMENT FOR AUTHORIZED~~
~~IMPROVEMENT:~~ \$[]

(INSERT PROPERTY ADDRESS)

As the purchaser of the real property ~~located at the street address set forth~~ described above, you are obligated to pay assessments to the City of Hutto, Texas, for the costs of a portion of ~~Authorized Improvements~~ (the "Authorized Improvements"), undertaken for the benefit of the property within the "Durango Farms Public Improvement District" (the "District"), created under Subchapter A, Chapter 372, Local Government Code, ~~as amended~~.

~~THE OUTSTANDING PRINCIPAL OF THE~~ AN ASSESSMENT HAS BEEN LEVIED
AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$
1, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF THE
ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL
INSTALLMENTS WHICH MAY THAT WILL VARY FROM YEAR TO YEAR
DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS,
ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

~~An estimate of the annual installments is attached; however, it is only an estimate and is subject to change.~~ The exact amount of the assessment may be obtained from the City of Hutto, Texas.
The exact amount of ~~the each~~ annual ~~installments, including the annual installments thereof,~~ installment will be approved each year by the City of Hutto City Council ~~of the City of Hutto, Texas in the Annual Service Plan Update~~ in the annual service plan update for the ~~District.~~ district. More information about the assessments, including the amounts and due dates, may be obtained from the City ~~of Hutto Texas.~~

~~You may ask your mortgage company to include the Annual Installments in your monthly escrow payment.~~

Your failure to pay any assessment, or any annual installment ~~thereof,~~ may result in penalties and interest being added to what you owe ~~and could result~~ or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of ~~the foregoing~~this notice ~~prior to~~before the effective date of a binding contract for the purchase of the real property at the ~~street~~ address ~~set forth~~described above.

~~IN WITNESS WHEREOF, I have signed this certificate on the date specified below my signature.~~

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

~~STATE OF TEXAS §~~

~~§~~

~~WILLIAMSON COUNTY §~~

~~The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.~~

~~Given under my hand and seal of office on this _____, 20__.~~

Notary Public, State of Texas

~~STATE OF TEXAS §~~

~~§~~

~~WILLIAMSON COUNTY §~~

~~The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in the
capacity stated and as the act and deed of the above-referenced entities as an authorized signatory
of said entities.~~

~~Given under my hand and seal of office on this _____, 20__.~~

Notary Public, State of Texas

~~PROJECTED ANNUAL INSTALLMENTS—LOT TYPE []~~

~~[WILL INSERT SCHEDULE OF PROJECTED ANNUAL INSTALLMENTS ONCE
FINALIZED]~~

Date: _____

Signature of Purchaser: _____

Document comparison by Workshare 9 on Thursday, August 12, 2021 12:02:36 PM

Input:	
Document 1 ID	file:///G:/Client/MA Partners.SCM/Durango Downs (Farms)/PID/PID Financing Agreement/CLEAN.Durango Farms.Financing Agreement.v3.docx
Description	CLEAN.Durango Farms.Financing Agreement.v3
Document 2 ID	G:/Client/MA Partners.SCM/Durango Downs (Farms)/PID/PID Financing Agreement/CLEAN.Durango Farms.Financing Agreement.v4.council packet.docx
Description	G:/Client/MA Partners.SCM/Durango Downs (Farms)/PID/PID Financing Agreement/CLEAN.Durango Farms.Financing Agreement.v4.council packet.docx
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	46
Deletions	91
Moved from	2
Moved to	2
Style change	0

Format changed	0
Total changes	141

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT

FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

MA DURANGO FARMS, LLC, a Texas limited liability company

AND

THE CITY OF HUTTO, TEXAS

**DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT**

This **DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT** (this "**Agreement**"), dated as of __, 2021, (the "**Effective Date**"), is entered into between **MA Durango Farms, LLC**, a Texas limited liability company (including its Designated Successors and Assigns, the "**Owner**"), and the **CITY OF HUTTO, TEXAS** (the "**City**"), a home-rule municipal corporation of the State of Texas. The Owner and the City are sometimes collectively referenced in this Agreement as the "**Parties**," or, each individually, as the "**Party**." The Owner's and City's entry into this Agreement is being consented to by Vantage at Hutto, LLC, ("**Vantage**") and Meritage Homes of Texas, LLC, an Arizona limited liability company ("**Meritage**") (Vantage and Meritage collectively the "**Consenting Parties**").

Recitals:

WHEREAS, Owner and the Consenting Parties own a total of approximately 105.6 acres of land, with Vantage owning approximately 16.9 acres, Meritage owning approximately ____ acres, and Owner owning approximately ____ acres; more particularly described on Exhibit "B" attached hereto and made a part hereof (the "**Property**");

WHEREAS, the City Council of the City (the "**City Council**") approved the Amended and Restated Development Agreement, effective January 7, 2021, which provides for the terms and conditions of development standards for the Property (as may be amended from time to time, the "**Development Agreement**");

WHEREAS, it is intended that the Property will be developed as a Mixed Use development to be known as "**Durango Farms**" (the "**Project**") as further described in the Concept Plan which is attached hereto as Exhibit "C" hereto and made a part hereof;

WHEREAS, the City Council also approved a Planned Unit Development by zoning the Property pursuant to Ordinance No. 0-19-10-17-10C (the "**PUD**"), as the same may be amended from time to time;

WHEREAS, the City Council authorized the formation of the Durango Farms Public Improvement District pursuant to Resolution No. R-2020-068 on August 6, 2020 (the "**District**") in accordance with the PID Act;

WHEREAS, the Owner of the Property desires and intends to design, construct and install and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property and pursuant to the terms of this Agreement, the City has agreed to accept and to pay or reimburse the Owner for a portion of certain public improvements that will serve the Property in the District, as generally described on Exhibit "D" and Exhibit "D-1" attached hereto and made a part hereof (the "**Authorized Improvements**");

WHEREAS, pursuant to the terms of this Agreement, the City has agreed that the Authorized Improvements provide a special benefit to the City and to allow financing of the Authorized Improvements conferring special benefits to the Property through the District.

WHEREAS, \$3.20 is the aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District, and \$15,000,000 is the maximum par amount of PID Bonds that will be financed to fund or reimburse eligible improvements to the Owner; and

WHEREAS, contemporaneously herewith the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for the issuance of PID Bonds and Owner's compliance with the City's PID Policy and this Agreement and the Development Agreement, and in accordance with the terms of this Agreement and any other legal requirements, will consider : (i) the adoption of the Service and Assessment Plan (or amendment thereto) for the District; (ii) the adoption of an Assessment Ordinance for the District and (iii) authorizing the issuance of PID Bonds, in one or more series at the City's sole discretion, for the purpose of financing the costs of the Authorized Improvements and paying associated costs as described herein;

WHEREAS, prior to consideration of the sale of a series of PID Bonds: (a) the City Council shall have considered, approved and adopted this Agreement; (b) the City shall have considered, reviewed and approved the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the District at the time of the issuance of the PID Bonds shall have executed a Landowner Agreement (as defined in Section 3.02, herein); and (d) the Owner shall have delivered a fully executed copy of the Landowner Agreement to the City; and

WHEREAS, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, accept the Authorized Improvements, or Segments thereof, provided for in this Agreement and the Owner will be paid or reimbursed for the costs of the Authorized Improvements, or Segments thereof, solely from Special Assessments or from the proceeds of the PID Bonds, for the costs of acquisition, construction and improvement of the Authorized Improvements or Segments thereof that are completed, dedicated to and accepted by the City, subject to the terms and limitations set forth herein.

WHEREAS, the City agrees to pay or reimburse the Owner for the Actual Costs of the Authorized Improvements with the proceeds of an issuance of PID Bonds or special assessment revenues derived from the District in accordance with the terms and provisions of this Agreement. Subject to the limitations of the PID Act, the City Charter and the City's PID Policy, the City has the authority to issue, from time to time, one or more series of PID Bonds, the proceeds of which will be used to pay the costs of Authorized Improvements, or Segments thereof, including indebtedness to pay capitalized interest and a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City's costs of issuance in accordance with this Agreement.

WHEREAS, the City has determined that it is in its best interests to enter into this Agreement with the Owner for the construction and/or acquisition of the Authorized Improvements, or Segments, thereof, which will result in the efficient and effective implementation of each Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I. RECITALS AND DEFINED TERMS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes. Unless otherwise defined herein, capitalized terms used herein are set forth in Exhibit "A" attached hereto and made a part hereof and in the Service and Assessment Plan.

ARTICLE II. CONSTRUCTION OF AUTHORIZED IMPROVEMENTS; ACCEPTANCE

Section 2.01. Authorized Improvements.

The Owner shall be responsible for construction of all the Authorized Improvements, or Segments thereof, to be completed, in a good and workmanlike manner, and in accordance with all Applicable Regulations. The costs of the Authorized Improvements are subject to change and shall be updated by the Owner and the City in a manner consistent with the Service and Assessment Plan and the PID Act. The actual or estimated Actual Costs, as applicable, of the Authorized Improvements will be reviewed annually by the Parties and included in an annual update of the Service and Assessment Plan adopted and approved by the City. The currently anticipated Authorized Improvements are identified in Exhibit "D" hereto. The Service and Assessment Plan may need to be amended over time if there are any changes to the specification or plans relating to an Authorized Improvement. The Parties acknowledge that the Authorized Improvements described in Exhibit "D" are subject to change, and that the Service and Assessment Plan will provide information on the Authorized Improvements for the District and will control when in conflict with Exhibit "D". The Owner shall be responsible for payment of the Actual Costs of the Authorized Improvements. The costs of the Authorized Improvements are eligible for payment or reimbursement by the City as provided in Article II hereof. If the Owner is unable or unwilling to perform its obligations with respect to the construction of the Authorized Improvements, the City may complete the construction of the Authorized Improvements and use Special Assessment Revenues and PID Bond proceeds to pay the Cost thereof in accordance with the terms hereof, particularly Section 2.04(ii).

Section 2.02. Inspections; Acquisition of Authorized Improvements.

(a) To the extent not previously approved, the Owner will obtain approval of construction plans as required by all Applicable Regulations, for an Authorized Improvement from the City prior to commencing construction of such Authorized Improvement. Approval by the City, the City Engineer or the City Construction Representative, of any plans, designs or specifications submitted by Owner pursuant to this Agreement or pursuant to all Applicable Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Owner, the Project Engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an

assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Owner or Owner's Project Engineer, or such engineer's officers, agents, servants or employees. Approval by the City Engineer or City Construction Representative signifies the City's approval on only the general design concept of the improvements to be constructed or the improvements constructed.

(b) The City shall have the right to inspect, at any time, the construction of all Authorized Improvements necessary to support the Project, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, entryway monumentation and street lights and signs in accordance with all Applicable Regulations. The City's inspections and/or approvals shall not release the Owner from its responsibility to construct, or cause the construction of, Authorized Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project if Owner is in default under this Agreement and the Development Agreement to construct the required Authorized Improvements or Segments thereof, according to the approved engineering plans and all Applicable Regulations. Acceptance by the City shall not be unreasonably withheld, conditioned or delayed.

(c) The Owner shall dedicate, convey, or otherwise provide for the benefit of the City the Authorized Improvements, or Segments thereof, identified on Exhibit "D" of this Agreement (as the same may be adjusted pursuant to the Service and Assessment Plan) upon completion of said Authorized Improvements, or Segments thereof, and the City will accept such dedication of such Authorized Improvements, or Segments thereof, after confirming that the Authorized Improvements, or Segments thereof, have been completed in accordance with this Agreement, the Development Agreement and all Applicable Regulations.

(d) From and after the inspection and acceptance by the City of the Authorized Improvements, or Segments thereof, and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

Section 2.03. Designation of Construction Manager, Project Engineers.

(a) The City hereby designates the Owner, as the initial Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article II, subject to the City's review and approval of design specifications and easement locations.

(b) If the Construction Manager is (i) unable (not caused by Force Majeure) or unwilling to perform its duties and responsibilities hereunder or (ii) is not performing the duties and responsibilities of the Construction Manager in accordance with the terms of this Agreement, the City shall provide written notice to the Owner of such non-performance (the "**Non-performance**"). The Owner shall have thirty (30) calendar days (or such longer period of time as agreed upon in writing by the Parties) to correct the Non-performance from the date of the City's

written notification. If the Non-performance is not cured, the City may either allow the Owner additional time to cure the Non-performance based on adequate assurance in writing by the Owner that the Construction Manager will perform or if required by the City, adequate funds shall be held in escrow or be deposited into a segregated account of the Project Fund as identified in the Trust Indenture, or the City may replace the Construction Manager any time after the cure period has elapsed.

Section 2.04. Designation of Construction Manager Subcontractor.

The Owner may subcontract out all or some of the duties of Construction Manager to a third party, with the written consent of the City, such consent not to be unreasonably withheld, conditioned, or delayed. Owner may designate a homebuilder, an individual, company, partnership, or other entity (each a "**Third-Party Contractor**"), as a subcontractor for construction management services for one or more Authorized Improvements or Segments thereof. The Owner shall provide written notice to the City within three (3) business days of such designation. Within five (5) business days after executing a contract with a Third-Party Contractor, the Owner shall:

- (i) provide a copy of the executed contract to the City Construction Representative, and

- (ii) obtain from the Third-Party Contractor a collateral assignment of the Owner's rights under the contract with the Third-Party Contractor solely as they relate to the Authorized Improvements or Segments thereof related to the contract with the Third-Party Contractor, in a form satisfactory to the City Construction Representative, which authorizes the City to utilize the services of such Third-Party Contractor to complete the construction of such Authorized Improvements or Segments, thereof, if the Owner fails to do so as provided in this Agreement.

Section 2.05. Mandatory Owners Association.

- (a) Prior to the sale of any platted single-family lots within the District, the Owner shall create an Owners Association for the Property (but may exclude from the Owner's Association jurisdiction lots platted for the purpose of multi-family residential or commercial use), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure the Owners Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners Association pursuant to this Section.

- (b) Owner agrees to execute and record against the Property a deed restriction requiring compliance with all building material restrictions outlined in the Development Agreement.

- (c) The Owners Association will have a binding, continuing responsibility for the implementation and enforcement of the Association Regulations. The Association Regulations shall establish periodic Owners Association dues and assessments, to be charged and paid by the single-family lot owners within the Property, that are and will be sufficient to (i) pay the Owners Association's Annual Installments of Special Assessments (if any), and (ii) to provide funds required for the management and operation of the Owners Association.

(d) The Owners Association dues and assessments that are established, maintained and collected by the Owners Association shall be in addition to, and not in lieu of, any and all other fees, charges and Special Assessments that will be applicable to the Property.

Section 2.06. Change Orders for Authorized Improvements.

All change orders for applicable Authorized Improvements shall be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order causes an increase to the total costs of the Authorized Improvements in excess of \$100,000. The Construction Manager shall provide copies of all approved change orders to the Financial Advisor and Trustee within five (5) business days after approval.

Notwithstanding any provision contained herein to the contrary, the Owner must obtain the approval of the City Construction Representative for any change order that would substantially change the character or nature of an Authorized Improvement or Segment thereof. A substantial change shall be a modification to the Authorized Improvement or Segment thereof such that it constitutes a new Authorized Improvement or Segment thereof beyond the scope of this Agreement.

Section 2.07. Payment and Performance Bonds for Authorized Improvements.

For each construction contract for any part of the Authorized Improvements, the Owner or Owner's contractor shall execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and all Applicable Regulations. The performance bond requirement will be reduced by an amount equal to any PID Bond proceeds held by the Trustee in the Project Fund and any additional financial support by the Owner at the time of the issuance of PID Bonds, if applicable, and agreed upon by the Owner and the City.

Section 2.08. Maintenance of Project, Warranties.

The Owner shall maintain each Authorized Improvement, or Segment thereof, in good and safe condition in accordance with applicable all Applicable Regulations until such Authorized Improvement, or Segment thereof, is accepted by the City. The City's acceptance of Authorized Improvements, or Segment thereof, shall be in accordance with all Applicable Regulations and procedures for the acceptance of subdivision improvements. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement, or Segment thereof. On or before the acceptance by the City of an Authorized Improvement, or Segment thereof, the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidences of contingent obligations of third persons with respect to such Authorized Improvement, or Segment thereof, and shall provide the City with a two year maintenance bond from the date of final acceptance of the Authorized Improvements, or Segment thereof, that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Authorized Improvements, or Segment thereof, for each Authorized Improvement to be accepted by the City.

Section 2.09. Sales and Use Tax Exemptions.

(a) The Parties understand that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the current Tax Code from sales and use taxes levied by the State of Texas, or by any city, county, special district, or other political subdivision of the State, as set forth in Section 151.309 of Tax Code and 34 Tex. Admin. Code, sec. 3.291.

(b) Upon request of the Owner, and to the extent provided by law, the City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in 34 Tex. Admin. Code, sec. 3.291) for exemption from sales and use taxes.

Section 2.10. Regulatory Requirements.

(a) Notwithstanding anything to the contrary contained herein, the Owners shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Authorized Improvements, in accordance with all Applicable Regulations, the City-approved plans and specifications, and Recognized and Generally Accepted Good Engineering Practices, as such term is defined and interpreted by the Federal Occupational Safety and Health Administration.

(b) With respect to the construction of the Authorized Improvements, it is understood that their construction will be exempt from any public bidding or other purchasing and procurement policies pursuant to the current Texas Local Government Code Section 252.022(a)(9), which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one third of the cost is to be paid by or through Special Assessments levied on Property that will benefit from the

improvements. The Owner will request bids from at least three (3) independent, competent contractors for the construction of the Authorized Improvements in the Phase 1 Subdivision and provide copies of the bids to the City, however the City acknowledges and agrees that the Owner may choose, in their reasonable discretion, to use one of the selected independent, competent contractors for the Phase 1 Subdivision for construction of the Authorized Improvements in the Future Phase 2 Subdivision without soliciting any additional bids, so long as cost estimate for the Authorized Improvements in the Future Phase 2 Subdivision are reasonable and comparable to the costs of the Authorized Improvements in the Phase 1 Subdivision.

Section 2.11. Insurance.

(a) All contractors, subcontractors, engineers, and consultants shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies:

(i) Workers' compensation and employers' liability insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers' liability of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Project.

(ii) Automobile liability insurance for all owned, non-owned, and hired motor vehicles used, with respect to the Property or the Project in a minimum amount of \$1,000,000, combined single limit.

(iii) Commercial general liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and/or property damage, with a minimum aggregate of \$1,000,000 and blanket contractual coverage, independent contractors' coverage and explosion, collapse, and underground (X, C & U) coverage.

(iv) For contractors/subcontractors providing professional engineering, architectural or design services under this Agreement, engineers' professional liability insurance or other errors and omissions insurance coverage for the non-engineer professionals with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of submission to City for approval of permits for construction of any phase of the Project. The insurance will be renewed or extended as necessary to remain in force as for claims made for two (2) years after final acceptance of the applicable Projects by the City.

(v) For work that involves asbestos or any hazardous materials or risk of air, water or soil pollution, the following will be in addition to the other insurance required hereunder:

- a. Asbestos abatement endorsement or pollution coverage to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy cannot exclude asbestos or any hazardous materials or pollution and shall provide “occurrence” coverage without a sunset clause.
- b. Pollution coverage in accordance with federal and state regulations requiring an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their commercial general liability insurance policy that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other hazardous materials. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

(b) The insurance required under Section 2.11(a)(v) will only be required for the entity that is actually performing work involving asbestos or any hazardous materials or risk of air, water or soil pollution. For example, if the Owner's contractor (instead of the Owner) is performing such work, the contractor, not the Owner, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the commencement of each phase of construction if that phase will include work involving asbestos or any hazardous materials or risk of air, water or soil pollution.

(c) The Owner or Owner's contractor shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to subsections 2.11(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing by the City. Additionally, with respect to subsections 2.11(a)(i), (ii) and (iii), all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage, where permitted by policy language. The City will be an additional insured as its interests may appear on the commercial general and automobile liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. The Owner or Owner's contractor shall submit copies of all Insurance Policy Documents and certificates of insurance to the City providing evidence of insurance coverage

required by this Agreement on or before the commencement of the Projects except that asbestos, hazardous waste, pollution, and professional engineers and other errors and omissions policy documents need not be provided until those covered by such insurance commence work on the Projects or as otherwise provided in this Agreement. Copies of all Insurance Policy Documents will be promptly delivered to the City at the time the policies are issued, including copies of any and all changed or new Insurance Policy Documents. The Owner or Owner's contractor will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance certificates evidencing the insurance coverages required hereunder.

(d) All endorsements, waivers, and notices of cancellation shall be in favor of the City and policies of commercial general liability and automobile insurance shall provide that City is an additional insured and certificates of insurance evidencing same will be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify the Owner or Owner's contractor in writing.

(e) The Owner or Owner's contractor shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by the Owner (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of the Owner under this Agreement.

Section 2.12. Remedy.

Owner's sole remedies for nonperformance of this Article II by the City shall be to seek specific performance, judicial injunction, or any legal damages directly arising from such nonperformance pursuant to the terms of this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

ARTICLE III. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 3.01. Apportionment and Levy of Assessments.

The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement and to levy Special Assessments. The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code §§ 372.013 and 372.014 and be presented to the City Council for review and approval prior to a series of PID Bonds being issued. The Owner may request the City provide the Owner with a copy of any Service and Assessment Plan update prior to consideration by the City Council for so long as the Owner owns any Assessed Property in the District. The Service and Assessment Plan will be modified as required to comply with the requirements of the PID Act and the Texas Attorney General's Office. The annual indebtedness defined by the Service and Assessment Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement.

The City shall use its best efforts to levy Special Assessments on the Assessed Properties in accordance herewith and with each Service and Assessment Plan. It is contemplated that the City will issue one series of PID Bonds, to pay or reimburse the Owner for a portion of the Actual Costs of the Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements will be greater than the net proceeds of the PID Bonds or the Special Assessment Revenues available for reimbursement of the costs of the Authorized Improvements and the Owner shall fund the difference.

Section 3.02. Acceptance of Special Assessments; Recordation of Covenants Running with the Land.

Concurrently with the levy of the Special Assessments, the Owner, the Consenting Parties, and any other owners of land within the District and the City shall execute a "**Landowner Agreement**" (herein so called) in which the Owner, Consenting Parties, and other owners, if applicable, (the "**Landowners**") shall (i) approve and accept the apportionment of assessments in the Service and Assessment Plan and the levy of the Special Assessments and (ii) the Home Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Landowners' intent that all Special Assessments be covenants running with the land that (i) shall bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such property take their title subject to and expressly assume the terms and provisions of the Special Assessments and (b) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for state, municipality, county or school district ad valorem taxes.

Section 3.03. Collection of Assessments.

(a) So long as the City is obligated to reimburse the Owner for the costs of the Authorized Improvements hereunder or any PID Bonds are outstanding, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to an Assessment Ordinance. The Annual Installment of such Special Assessments will be updated at least annually in the Service and Assessment Plan (during the term of this Agreement) in the manner and to the maximum extent permitted by applicable law. The City will deposit or cause to be deposited the collected Special Assessment Revenues into a segregated account, or if PID Bonds have been issued, then transferred to the Trustee and deposited in the funds and accounts in the priority set forth in the respective Indenture, as further described in Section 4.02 below.

(b) Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with the Williamson County Tax Assessor-Collector for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Assessed Properties and will be collected as part of and in the same manner as ad valorem taxes.

ARTICLE IV.
PAYMENT OF ACTUAL COSTS OF AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements.

(a) Any payment obligation of the City hereunder shall be payable solely from Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds in accordance with this Agreement. No other funds, revenues, taxes, or income of any kind other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City's obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstance, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds. None of the City nor any of its elected or appointed officials or any of its respective officers, employees, consultants or representatives shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

(b) The City does not warrant, either expressed or implied, that the aggregate amount of all Special Assessment Revenues or proceeds of all PID Bonds will be sufficient for the construction or acquisition of all of the Authorized Improvements. The Parties anticipate that the Actual Costs will be greater than the aggregate amount of all Special Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of PID Bonds or Special Assessment Revenues.

(c) Upon completion of an Authorized Improvement, or Segment thereof, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III above, the given Authorized Improvement, or Segment thereof, after such Authorized Improvement, or Segment thereof, is completed and has been accepted by the City. Upon written acceptance of an Authorized Improvement, or Segment thereof, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The procedures set forth in Section 4.02(d) below shall apply to all Certifications for Payment regardless of which account within the applicable Project Fund the actual funds are being paid from.

(e) Contemporaneously with the execution of this Agreement, the City will consider the adoption of the Assessment Ordinance that (i) approves the Service and Assessment Plan identifying the costs of the Authorized Improvements for the District and the Special Assessments and (ii) levies said Special Assessments. The City will levy and collect such Special Assessments in accordance with the terms hereof, the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Ordinance as further provided in this Agreement.

(f) The aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions

within the District shall be \$3.20. Notwithstanding the foregoing, Owner may voluntarily elect to have the Tax Equivalent Assessment Rate of Special Assessments be less than \$3.20 and this shall not require approval by City Council.

Section 4.02. Payments for Authorized Improvements Upon the Issuance of PID Bonds.

(a) As more particularly described in Section 5.01 hereof, the City will, concurrently herewith, consider the adoption of a resolution consenting to the issuance of PID Bonds to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue.

(b) The proceeds from the issuance of the PID Bonds will be held by the Trustee in various segregated accounts under the Project Fund established pursuant to an Indenture. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the Actual Costs (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment in the form as attached hereto in Exhibit "F-2". At least thirty (30) calendar days prior to the time of the closing of a series of PID Bonds, the Owner may submit a Closing Disbursement Request substantially in the form attached hereto in Exhibit "F-1" executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City Construction Representative shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, the City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, the Owner shall be reimbursed an amount equal to the applicable Owner Expended Fund in accordance with the procedures set forth in Section 4.02.

(c) Any Authorized Improvements that have not been (i) reimbursed at the Closing of the PID Bonds, (ii) completed by Owner, or (iii) accepted by the City by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.02 and the Indenture. Such payments shall be made by the Trustee no more frequently than monthly and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the Construction Manager. If the City Construction Representative disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with the City Construction Representative's comments, the Certification for Payment can be submitted to the Trustee for payment.

(d) The general process for funding of Authorized Improvements from funds on deposit in a Project Fund is as follows:

(1) the Owner shall deliver to the City's Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit "F-2" executed by the Construction Manager and the Project Engineer evidencing the

Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the respective series of PID Bond and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of a series of PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and the City Construction Representative will verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City Construction Representative agrees to conduct such review and cost verification in an expeditious manner and within 30 business days after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City Construction Representative in conducting each such review and to provide the City Construction Representative with such additional information and documentation as is reasonably necessary for the City Construction Representative to conclude each such review. Upon confirmation by the City Construction Representative that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval by the City Construction Representative of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days accept those completed Authorized Improvements not previously accepted by the City Construction Representative, shall sign the Certification for Payment and forward the executed Certification for Payment to the Trustee for payment.

(e) In addition to the submitted items required in 4.02(d) above, in order to obtain the final progress payment for an Authorized Improvement funded by a series of PID Bonds pursuant to this Section 4.02, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

Section 4.03. Assignment of Right to Payment of Unreimbursed Costs.

Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond proceeds or Special Assessment Revenues, (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political

subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by the Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

ARTICLE V. PID BONDS

Section 5.01. PID Bond Issuance.

Subject to the satisfaction of conditions set forth in this Article V, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. Contemporaneously herewith, the Owner has requested issuance of PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

(a) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) [INTENTIONALLY OMITTED].

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The adoption of the Service and Assessment Plan and the Assessment Ordinance levying Special Assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID.

(e) The City has formed and utilized its own financing team including, but not limited to, bond counsel, Financial Advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant, if applicable or required. Any and all costs incurred by these activities will be included in City administration costs recouped from Special Assessments. The continuing disclosure will be divided into City disclosure and the disclosures of the Owner and the Consenting Parties, and the City will not be responsible or liable for Owner or Consenting Parties disclosure but the City's disclosures professional will be used for all disclosures.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$15,000,000.

(h) The PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements for which such PID Bonds are being issued.

(i) Delivery by the Owner to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the Authorized Improvements increase the value of the property.

(j) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(k) The Owner is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Special Assessments.

(l) The Owner is not in material default under this Agreement or, with respect to the Property, in default of any material terms in any other agreement to which Owner and the City are parties.

(m) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(n) The PID Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(o) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the City's required standards for similar developments including without limitation any Applicable Regulations.

(p) The City has determined that the amount of proposed Special Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(q) Unless otherwise approved by City Council at the time of issuance of a series of PID Bonds, the maturity for a series of PID Bonds shall be 35 years.

(r) The final maturity for any PID Bonds shall be not later than 45 years from the Effective Date.

(s) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(t) If the applicable portion of Authorized Improvements has not already been constructed and to the extent proceeds from a series of PID Bonds are insufficient to fund such Actual Costs, Owner shall, at the time of closing the PID Bonds, provide a completion guarantee or other similar type of credit support in the amount of the difference between the Actual Costs and the PID Bond Proceeds available to fund such Actual Costs related to the applicable Authorized Improvement, or Segment thereof (without limiting any other provision, in the event Owner does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Owner shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).

(u) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(v) The Owner agrees to provide and cause the Consenting Parties to provide periodic information and notices of material events regarding such entities and such entities' development within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Owner or the Consenting Parties in connection with the issuance of PID Bonds.

(w) The Owner provides the necessary information to satisfy the City's Director of Public Works or his designee that the Actual Costs are reasonable.

(x) The Owner and the Consenting Parties are not in default under any Continuing Disclosure Agreement related to an issuance of PID Bonds to which it is a party.

(y) For the issuance of a series of bonds for the purpose of refunding any PID Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.

(z) The aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District shall be \$3.20 per \$100.00 taxable assessed valuation. Notwithstanding the foregoing, Owner may voluntarily elect to have the initial Tax Equivalent Assessment Rate of Special Assessments be less than \$3.20 and this shall not require approval by City Council.

(aa) Owner has completed and the City has accepted the Authorized Improvements, or Segment thereof, for any previous phase of the Property.

(bb) If, at the time of PID Bond issuance, the Commercial Parcel and/or the Multifamily Parcel has not been sold to a third party, and the certificate of occupancy has not been issued for development on the Commercial Parcel or the Multifamily Parcel; or, (2) the value to lien ratio, as determined by an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, is less than 3:1 on the Commercial Parcel or the Multifamily Parcel the funds from the PID Bond proceeds attributable to the Assessments for the respective Commercial Parcel and/or the Multifamily Parcel as applicable, shall be restricted until such time as that parcel is sold to a third party and (1) a certificate of occupancy has been issued for development on either the respective Commercial Parcel or the Multifamily Parcel; or, (2) the value to lien ratio is more than 3:1, as determined by an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, on the respective Commercial Parcel or the Multifamily Parcel, at which point the funds attributable to such parcel shall be released and the funds attributable to the remaining parcels described in this subsection will continue to be restricted until the conditions herein are satisfied. If a portion of the Commercial Parcel and/or the Multifamily Parcel is sold to a third party and (1) a certificate of occupancy has been issued for development on such portion of the respective Commercial Parcel or the Multifamily Parcel, as applicable; or, (2) the value to lien ratio is more than 3:1, an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City,

on such portion of the respective Commercial Parcel or the Multifamily Parcel, as applicable, funds will be released on a pro-rata basis calculated on the basis of the Estimated Buildout Value, as defined in the SAP, of the purchased portion of such Commercial Parcel and/or the Multifamily Parcel.

(cc) Notwithstanding subsection (bb) above, until the portion of Authorized Improvements associated with F.M. 1660 to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City, PID Bond funds equivalent to the Future Phase 2 Subdivision Special Assessments (less Annual Collection Costs as defined in the Service and Assessment Plan) shall be “restricted” from access by the Owner until such time as the portion of Authorized Improvements associated with F.M. 1660 to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City. For the purposes of this Agreement, “acceptance” by the City means the recording of a final approved plat for the Future Phase 2 Subdivision. [OPEN ISSUE]

Section 5.02. Disclosure Information.

Prior to the issuance of PID Bonds by the City, the Owner agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Owner agrees, represents, and warrants that any information provided by the Owner for inclusion in a disclosure document for an issue of PID Bonds will not, to the Owner's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the Owner further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

Section 5.03 Qualified Tax-Exempt Status.

(a) (a) Generally. In any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs (“**Additional Costs**”) the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the “City Obligations”), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations (“**QTEO**”), as defined in section 265(b)(3) of the Internal Revenue Code (“IRC”) as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law; provided, however that if the City fails to use diligent, good faith efforts to issue PID Bonds as required by Article V and that failure causes PID Bonds to be issued in a different calendar year or not be issued at all, the City shall refund to Owner all Additional Costs paid by Owner as a result of such failure. Additionally, the City will provide the Owner on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process however such projection is not a binding amount under this agreement but merely an expression of the City's then expected amount of Obligations to be issued during the next calendar year. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Owner and any deficiencies in the estimated Additional Costs paid to the City by the Owner shall be remitted to the City by the Owner).

(b) Issuance of PID Bonds prior to City Obligations. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Costs based on the market conditions as they exist approximately forty five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the “Estimated Costs”). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the City. The Owner shall pay such Estimated Costs on or before the earlier of: (i) twenty (20) business days after the date of said invoice, or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(c) Upon the City’s issuance of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within ten (10) business days of the date of the City’s notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City’s notice required under this paragraph. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City’s notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full. If the City does not issue the City Obligations by the end of the calendar year in which PID Bonds are issued, the City will refund to the Owner the Additional Costs paid by the Owner in such calendar year within ten (10) business days after the end of such calendar year.

(d) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately forty five (45) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the County. The Owner shall pay such Estimated Costs to the City at least fifteen (15) days prior to the pricing the City Obligations. If the Owner has not paid the Estimated Costs to the City by the required time, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the actual Additional Costs to the City of issuing non QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full.

(e) To the extent any Owner(s) or property owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all developers and property owners (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(f) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and the Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Owner's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Owner. The portion owed by the Owner shall be determined by dividing the total proceeds from any debt issued on behalf of the Owner in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including the Owner) in such calendar year.

Section 5.04. Tax Certificate.

If in connection with the issuance of PID Bonds, the City is required to deliver a certificate as to tax exemption (a "**Tax Certificate**") to satisfy requirements of the Internal Revenue Code, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond proceeds (including, but not limited to, the use of the Authorized Improvements), the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that

would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 5.03. Special Obligations.

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN AN INDENTURE) AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN AN INDENTURE. THE OWNERS OF PID BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF PID BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY, NOR ANY OF ITS ELECTED OR APPOINTED OFFICIALS NOR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT UNLESS SUCH ACT OR OMISSION IS IN VIOLATION OF STATE OR FEDERAL LAW AND IS DONE RECKLESSLY OR INTENTIONALLY.

ARTICLE VI. ADDITIONAL PROVISIONS

Section 6.01. Redemption Agreement.

[INTENTIONALLY OMITTED]

Section 6.02. Home Buyer Disclosure.

Owner shall comply with, and cause Meritage to comply with, the Home Buyer Disclosure Program attached hereto as Exhibit "H" and made a part hereof.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

Section 7.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Owner:

(a) The City represents and warrants that the City is a home-rule municipal corporation of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has the full legal right, power and authority under the PID Act, its charter, and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt an

Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City represents and warrants that this Agreement is a valid and enforceable obligation of the City in accordance with its terms.

(c) The City represents and warrants that it will not unreasonably withhold, condition, or delay payment for any Authorized Improvement that has been constructed and dedicated to the City in accordance with this Agreement.

(d) The City represents and warrants that the City Council has reviewed this Agreement, been advised by legal counsel, and has properly authorized its City Manager to execute this Agreement.

(e) The City agrees to provide the information required by its underwriter to facilitate the completion of bond offering documents to effectuate the sale of the PID Bonds.

Section 7.02. Representations and Warranties of Owner.

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that the Owner is a limited liability company duly organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, has the authority to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is a valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to cause such Segment to be completed in accordance with this Agreement.

(e) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project or identified in the SAP, and (ii) it will diligently follow all procedures set forth in this Agreement.

(f) Until final acceptance by the City of each Authorized Improvement, or segment thereof, the Owner covenants to maintain proper books of record and account for the Authorized

Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with generally accepted accounting practices and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Disclosure Agreement of Owner in connection with the issuance of PID Bonds and to cause the Consenting Parties to provide the information required pursuant to disclosure agreements executed by the Consenting Parties in connection with the issuance of PID Bonds.

(h) The Owner represents and warrants that no portion of the Property is designated and claimed for agricultural use as described in Section 23.41 of the Texas Tax Code.

ARTICLE VIII. DEFAULT AND REMEDIES; INDEMNIFICATION

Section 8.01. Default and Remedies.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or five (5) business days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subsection (d) below.

(c) Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VIII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

(d) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party (other than the payment of a monetary sum) is delayed as a result of circumstances which are beyond the

reasonable control of such Party (which circumstances may include, without limitation, pending litigation, governmental action or refusal to act, acts of God, pandemics, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts) ("**Force Majeure**"), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) calendar days after the claiming Party becomes aware of the same, unless prevented by such "force majeure" event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article VIII.

Section 8.02. Indemnification and Hold Harmless by Owner.

THE OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, 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 THE OWNER, (INCLUDING THE NEGLIGENCE OF THE OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS) OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE AUTHORIZED IMPROVEMENTS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. THE OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE OWNER AND THE CITY, THE OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 8.02 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT CONSISTENT WITH THE TERMS OF SECTIONS 9.04 AND 9.12 BELOW.

Section 8.03 Claims and Release.

(a) If the City notifies the Owner of any Third Party Claim, the Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by the Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such Third Party Claim involves the Owner and the City and the City has been advised in writing by counsel that there

may be legal defenses available to it which are inconsistent with those available to the Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and the Owner shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. It is hereby understood and agreed that if any Third Party Claim is caused by the City's gross negligence, the City shall provide and pay for its own legal counsel.

(b) Other than to the extent caused by an event of default by the City, the Owner hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

(c) The Owner or the Owner's contractor 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 prior to acceptance of public improvements by the City that benefit the Project, the Owner or the Owner's contractor shall provide a two (2) year maintenance bond.

ARTICLE IX. GENERAL PROVISIONS

Section 9.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Hutto
 Attn: City Manager
 500 West Live Oak Street
 Hutto, Texas 78634

With a copy to: Bojorquez Law Firm, PC
 Attn: Dottie Palumbo, City Attorney
 11675 Jollyville Road, Suite 300
 Austin, Texas 78759
 Facsimile: (512) 250-0749

If to Owner: MA Durango Farms, LLC

Attn: Wyatt Henderson
230 Klattenhoff Lane, Ste. 102
Hutto, Texas 78634

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: (512) 404-2234

Section 9.02. Fee Arrangement/Administration..

(a) In addition to any costs paid by the Owner pursuant to that certain Professional Services Agreement dated February 19, 2020, all fees of legal counsel related to the issuance of the applicable PID Bonds including fees for the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from the proceeds of the PID Bonds. It is hereby acknowledged and agreed that fees for the City's Bond Counsel, Trustee, Trustee's Counsel, Financial Advisor, the Underwriter, and Underwriter's Counsel will be paid at the Issue Date of the PID Bonds in accordance with the budget attached as Exhibit "G" hereto. Pursuant to a separate agreement, the City may contract with a third party to serve as the PID Administrator and to administer the District after Closing. The administrative expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 9.03. Assignment.

(a) Notwithstanding subsection 4.03 above, Owner may assign in whole or part its rights and obligations under this Agreement to persons purchasing all or a portion of the Property in accordance with Section 9.03 but not to an individual purchaser of a Lot within a recorded final plat. This Agreement may be assigned by Owner without the consent of the City to (i) affiliates of the Owner or (ii) any third-party entity that is not in default in the payment of taxes, assessments, fees, or any agreements with the City and that entity has the financial capacity to perform this Agreement and Owner will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Owner, only the Designated Successor or Assign and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Owner or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to

the benefit of the respective successors and assigns thereof whether so expressed or not. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

Section 9.04. Term of Agreement.

The term of this Agreement shall begin on the Effective Date and shall continue until the Maturity Date; *provided*, that unless extended by both parties pursuant to a written amendment to this Agreement, this Agreement shall automatically terminate three (3) years after the date of the execution of this Agreement, if a Special Assessment is not levied by such date. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Actual Costs expended prior to the termination of this Agreement and/or dissolution of the District remaining unpaid shall survive such termination and/or dissolution.

Section 9.05. Construction of Certain Terms.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender do not exclude any other gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.
- (g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.
- (h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval," "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 9.06. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.07. Time.

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 9.08. Applicable Law and Venue.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 9.09. Amendments.

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 9.10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 9.11. Entire Agreement.

This Agreement contains the entire agreement of the Parties.

Section 9.12. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.13. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

Section 9.14. Reservation of Rights.

To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.15. No Joint Venture.

It is acknowledged and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

Section 9.16. Owner as Independent Contractor.

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 9.17. Supplemental Agreements.

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, the PID Bond Ordinance and the Indenture.

Section 9.18. City's Acceptance of Authorized Improvements. The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements

Section 9.19. Boycotts and Foreign Business Engagements.

(a) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner and the Consenting Parties each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(c) Firearm Entity/Trade Association and Energy Company Boycotts. Section 2274.002 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19", and by Senate Bill 13, 87th Texas Legislature, Regulation Session (SB 13")), as amended, is inapplicable because Owner is a company with less than 10 full-time employees.

Section 9.20. 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 District. 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.

Section 9.21. 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 9.22. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit "A" - Definitions
- Exhibit "B" - Property Description for Development
- Exhibit "B-2" - Commercial Parcel
- Exhibit "B-3" - Multifamily Parcel
- Exhibit "C" - Concept Plan
- Exhibit "D" - Authorized Improvements
- Exhibit "E" - *-Intentionally Deleted-*
- Exhibit "F-1" - Form of Closing Disbursement Request (Closing Disbursement)
- Exhibit "F-2" - Form of Certification for Payment
- Exhibit "G" - Budget
- Exhibit "H" - Home Buyer Disclosure Program
- Exhibit "H-1" - Notice of Obligation Pay Public Improvement District Assessments to the City of Hutto, Texas

[Signature Pages to Follow]

CITY:

THE CITY OF HUTTO, TEXAS

By: _____
Name: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on the ____ day of _____, 2021
by _____, the _____ of the City of Hutto, Texas, on behalf of said City..

(SEAL)

Notary Public, State of Texas

Name printed or typed
Commission Expires: _____

OWNER:

MA Durango Farms LLC,
a Texas limited liability company

By: _____

Name: Wyatt Henderson

Title: Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Wyatt Henderson, Manager of MA Durango Farms LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

It is hereby acknowledged that the Consenting Parties are executing this Agreement solely due to the fact that they are an owner of a portion of the Property and, except for its obligations expressly set forth under the Landowner's Agreement, Consenting Parties have no rights, duties, or obligations to the City, the Owner, or otherwise in connection with this Agreement.

Meritage Homes of Texas, LLC

an Arizona limited liability company

By: _____

Name: _____

Title: _____

Vantage at Hutto, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit "A"

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

"Actual Cost(s)" means the Owner's demonstrated costs for designing and constructing the Authorized Improvements. Cost(s) may include (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"Additional Actual Costs" means any additional Actual Costs the City incurs issuing the PID Bonds.

"Additional Named Insured" means a person, organization, or governmental entity identified as an insured party in the policy declarations or an addendum to the policy decorations for a certificate of insurance.

"Agreement" has the meaning given in the recitals to this Agreement.

"Annual Installments" shall mean the annual installment payment on a Special Assessment as calculated pursuant to the Service and Assessment Plan and approved by the City Council.

"Applicable Regulations" means (i) City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City as may be modified by this Agreement, the Development Agreement and/or the PUD; and (ii) any State or Federal law, regulation, rule, policy, or similar requirement applicable to the Project.

"Assessed Property" or **"Assessed Properties"** means property within the District that benefits from an Authorized Improvement and on which Special Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to the Service and Assessment Plan) and which includes any and all Parcels within the District other than Non-Benefitted Property.

"Assessment Ordinance" means the ordinance adopted by the City Council approving the Service and Assessment Plan and levying Special Assessments, as described in Article III of this Agreement.

"Association Regulations" has the meaning as set forth in Section 2.05.

"Attorney General" means the Texas Attorney General's Office.

"Authorized Improvements" means the Authorized Improvements listed in the PID Act and includes the public improvements which benefit the Property and are described on Exhibit "D" hereto.

"Bond Issuance Request" means written request made by Owner to the City to issue PID Bonds as evidenced by Owner's expenditure of necessary amounts for financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

"Certification for Payment" shall mean that certain certification substantially in the form attached hereto as Exhibit "F-2" hereto.

"City" has the meaning given in the recitals to this Agreement.

"City Construction Representative" means the employee or designee of the City carrying out the duties as described in this Agreement.

"City Council" means the duly elected governing body and council of the City.

"City Code" means the Ordinances of the City, together with all related policies, administrative rules and technical criteria manuals, as modified by the Development Agreement.

"City Engineer" means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein.

"City Manager" means the city manager of the City.

"Closing Disbursement Request" shall mean that certain request substantially in the form attached hereto as Exhibit "F-1".

"Commercial Parcel" shall mean the approximately ____ acre parcel shown on Exhibit "B-2" attached hereto.

"Completed Authorized Improvements" means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

"Concept Plan" means the concept plan attached hereto as Exhibit "C".

"Consenting Parties" has the meaning given in the recitals of this Agreement.

"Construction Manager" means initially the Owner, and thereafter subject to change in accordance with Section 2.04 of this Agreement.

"County" means Williamson County, Texas.

"Delinquent Collection Actual Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment, or an Annual Installment, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees to the extent permitted under Texas law.

"Designated Successors and Assigns" shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 9.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

"Development Agreement" has the meaning given in the recitals to this Agreement.

"Disclosure Agreement of Owner" means an agreement entered into by the Owner and a dissemination agent in connection with the issuance of PID Bonds pursuant to which the Owner agrees to provide certain information regarding the development of the District and the Authorized Improvements for the benefit of the owners of the PID Bonds.

"District" has the meaning given in the recitals to this Agreement.

"End User" means any tenant, user, or owner of a fully developed and improved lot.

"Effective Date" has the meaning given in the recitals to this Agreement.

"Financial Advisor" means Hilltop Securities, Inc.

"Force Majeure" has the meaning as set forth in Section 8.01(d).

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Actual Costs.

"Future Phase 2 Subdivision" means the portion of the Property that is not a part of the Phase 1 Subdivision.

"Good Engineering Practices" means the basis for engineering, operation, or maintenance activities and are themselves based on established codes, standards, published technical reports or recommended practices or similar documents.

"Home Buyer Disclosure Program" means the disclosure program, administered by the PID Administrator as set forth in a document in the form of Exhibit "H" or another form agreed to

by the City and the Owner(s) that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

"Indenture" or "Trust Indenture" means the Indenture of Trust entered into in connection with the issuance of the PID Bonds, between the City and the Trustee setting forth terms and conditions related to such PID Bonds.

"Insurance Policy Documents" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

"Issue Date" means the date of the initial delivery of the PID Bonds.

"Landowner Agreement" has the meaning given in Section 3.02 of this Agreement.

"Landowners" has the meaning given in Section 3.02 of this Agreement.

"Maturity Date" means the date one year after the last Annual Installment is collected.

"Multifamily Parcel" shall mean the approximately 5 acre parcel shown on Exhibit "B-3" attached hereto.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements, as determined by the City Council. Such Parcels include alleys, private roads, and easements that create an exclusive use for a public utility provider and accrue no special benefit from the Authorized Improvements. Property identified as Non-Benefitted Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel shall not be assessed.

"Owner" has the meaning given in the recitals to this Agreement.

"Owners Association" means a homeowners association or property owners association.

"Owner Expended Funds" means the funds expended by the Owner to date to pay Actual Costs of the Authorized Improvements that have not been previously reimbursed by the City.

"Parcel" means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City Council.

"Party" means the Owner or the City, as parties to this Agreement, and **"Parties"** means collectively, the Owner and the City.

"Phase 1 Subdivision" means the portion of the Property that is part of the Durango Farms Phase 1 Final Plat, dated April 14, 2020, recorded in the Williamson County Real Property Records under document # 2020131845.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Administrator" means an employee of the City and/or third-party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to the PID Bonds or in any other agreement approved by the City Council.

"PID Bond Ordinance" means and refers to an ordinance or ordinances of the City Council that authorize and approve the issuance and sale of a series of PID Bonds and provide for their security and payment, either under the terms of a PID Bond Ordinance or a trust indenture related to a series of PID Bonds.

"PID Bonds" means those certain City of Hutto Special Assessment Revenue Bonds, Series 2021 (Durango Farms Public Improvement District) that are secured by Special Assessments levied on the District.

"PID Bond Proceeds" means the par amount of the PID Bonds.

"Prepayment" means the payment of all or a portion of a Special Assessment before the due date thereof.

"Project" has the meaning given in the recitals to this Agreement.

"Project Engineer" means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Randall Jones & Associates Engineering, Inc.

"Project Fund" means the separate and unique fund established by the City under such name pursuant to the Indenture.

"Property" has the meaning given in the recitals to this Agreement.

"PUD" has the meaning given in the recitals to this Agreement.

"Redemption Agreement" shall have the meaning given in Section 6.02 of this Agreement.

"Segment" or **"Segments"** means the discrete portions of the Authorized Improvements identified as such.

"Service and Assessment Plan" or "SAP" means the Durango Farms Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time), to be adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article III of this Agreement. The

Parties hereby acknowledge that the Service and Assessment Plan may be amended, supplemented or updated from time to time.

"Special Assessment" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

"Special Assessment Revenues" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Actual Costs, and (iv) Foreclosure Proceeds.

"State" means the State of Texas.

"Tax Certificate" has the meaning given in Section 5.03 of this Agreement.

"Tax Code" means the Texas Tax Code.

"Tax Equivalent Assessment Rate" means the ad valorem tax equivalent of an Annual Installment due on a parcel at the time of an issuance of PID Bonds on \$100 of assessed valuation of the assessed parcel.

"Third Party Claims" or **"TPC"** has the meaning given in Section 8.02 of this Agreement.

"Third-Party Contractor" has the meaning given in Section 2.04 of this Agreement.

"Transfer" has the meaning given in Section 4.03 of this Agreement.

"Transferee" has the meaning given in Section 4.03 of this Agreement.

"Trustee" means the trustee under an Indenture, and any successor thereto permitted under an Indenture and any other Trustee under a future Indenture.

Exhibit "B"

PROPERTY DESCRIPTION FOR DEVELOPMENT

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

94.560 Acres
Page 1 of 3

"EXHIBIT _"

DESCRIPTION OF 94.560 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; SAID 94.560 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 3/4-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, 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;

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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

94.560 Acres
Page 2 of 3

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, Hutto and Metcalfe Addition, a subdivision according to the 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, 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 at the southeast corner 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 ½-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 2, 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 2, 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 2, 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 said 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 northeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, with the south line of the tract describe herein, a distance of 220.17 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point in the north right-of-way line of said Capitol Street, at the east corner of Block 9, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE S 76°41'29" W, with the south line of the said 96.99 acre tract, with the north right-of-way line of said Capitol Street, with the south line of Block 9 and Block 13, said Hutto and Metcalfe Addition, a distance of 350.53 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found 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 a southwest corner of the said 96.99 acre tract, for a southwest corner of the tract described herein;

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, 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 94.560 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, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03rd 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

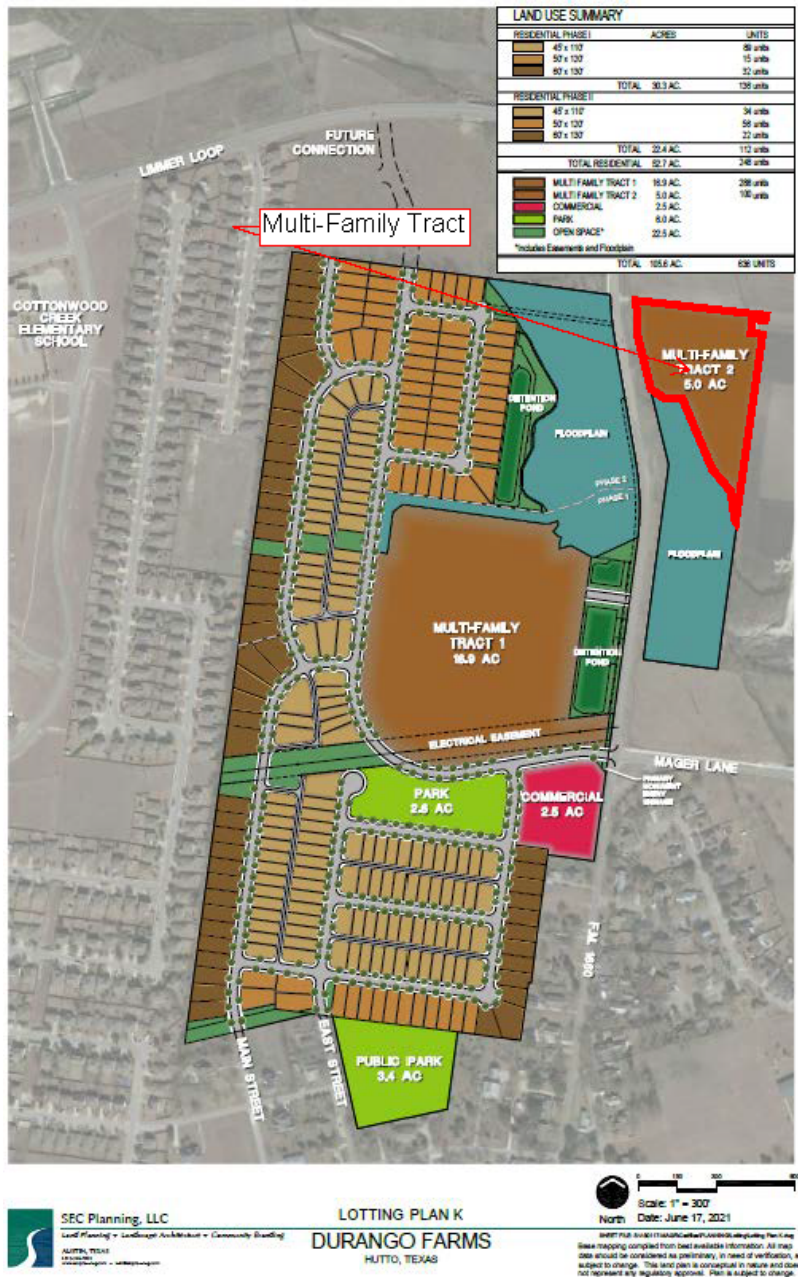


Exhibit "B-2"

COMMERCIAL PARCEL



Exhibit "B-3" MULTIFAMILY PARCEL



CONCEPT PLAN

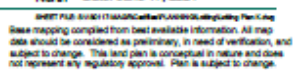


Exhibit "D"

AUTHORIZED IMPROVEMENTS

•**Note:** At the time of execution of this Agreement, the only Authorized Improvements (and estimated costs) that can be determined with certainty are the Authorized Improvements which are listed below:

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within the Project. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the District and will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the District and will be owned and operated by the City.

- *Drainage*

[TO BE ADDED]

- *Traffic Signal & Intersection Improvements*

[TO BE ADDED]

Exhibit "E"

-INTENTIONALLY DELETED

Exhibit "F-1"

FORM OF CLOSING DISBURSEMENT REQUEST

(Closing Disbursement Request – Durango Farms)

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MA Durango Farms, LLC (the "**Owner**") and requests payment to the Owner from the applicable account of the Project Fund from _____, (the "**Trustee**") in the amount of \$ _____ to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Durango Farms Public Improvement District (the "**District**"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Hutto, Texas (the "**City**") and the Trustee dated as of _____, 20__ (the "**Indenture**") relating to the "[INSERT NAME OF BONDS]" (the "**PID Bonds**").

In connection with the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner and is knowledgeable as to the matters set forth herein.
2. This request for payment for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior Certification for Payment submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Owner is in compliance with the terms and provisions of the PID Financing Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.
5. All conditions set forth in the Indenture and the PID Financing Agreement for the payment hereby requested have been satisfied.
6. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding amount and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

MA Durango Farms, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from [Actual Costs of Issuance Account] [_____ Account of the Project Fund] upon delivery of the PID Bonds.

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

Exhibit "F-2"

FORM OF CERTIFICATION FOR PAYMENT

(Certification for Payment – Durango Farms)

CERTIFICATION FOR PAYMENT FORM NO. _____

The undersigned _____ (the "**Construction Manager**") requests payment from [the applicable account of the Project Fund] from the City of Hutto (the "**City**") in the amount of \$ _____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of certain Authorized Improvements providing a special benefit to property within the Durango Farms Public Improvement District (the "**District**"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Durango Farms Public Improvement District Financing and Reimbursement Agreement between the Owner and the City (the "**PID Financing Agreement**").

In connection with the above referenced payment, the Construction Manager represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.
2. The work described in Attachment A has been completed in the percentages stated therein.
3. The Certification for Payment for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
4. The amounts listed for Actual Costs of the Authorized Improvements, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Authorized Improvements, and such costs (i) are in compliance with the PID Financing Agreement, and (ii) are consistent with the Service and Assessment Plan.
5. The Construction Manager is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.
6. The Construction Manager has timely paid all ad valorem taxes and annual installments of Special Assessments it owes or an entity under common control with the Construction Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.
7. The work with respect to the Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Authorized Improvements (or

its completed Segment). *[Include bracketed language if final progress payment for such Authorized Improvement]*

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or Segment thereof) has been completed and the City has accepted such Authorized Improvements (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or Segment thereof).

9. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.][*Include bracketed language if final progress payment for such Authorized Improvement*]

10. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.

11. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

Pursuant to the PID Financing Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the Completed Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. *[Include bracketed language if final progress payment for such Authorized Improvement]*

(Signature pages follow)

I hereby declare that the above representations and warranties are true and correct.

MA Durango Farms, LLC,
a Texas limited liability company, as
CONSTRUCTION MANAGER

By: _____
Name: _____
Title: _____

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

By:

Name: _____

Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT

The City is in receipt of the attached Certification for Payment Form No. ____, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. ____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. ____ and shall direct the Trustee to make payment from [the appropriate account of the Project Fund] [the Reimbursement Fund] to the Construction Manager or to any person designated by the Construction Manager.

CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A TO CERTIFICATION FOR PAYMENT FORM NO. ____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
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ATTACHMENT B TO CERTIFICATION FOR PAYMENT FORM NO. _____

[Include Attachment B bracketed if final progress payment for such Authorized Improvement]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C TO CERTIFICATION FOR PAYMENT FORM NO. ____

INVOICE LEDGER

Invoice Ledger Entity: MA Durango Farms, LLC Project: Durango Farms Public Improvement District								
Certification of Payment Form No. ____	Date	Vendor	Invoice #	Invoice Amount	Requested Amount	Approved Amount	Budget Sub-Category	Budget Description

[INVOICES AND/OR RECEIPTS - ATTACHED]

ATTACHMENT D TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

Exhibit "G"

BUDGET

City Attorney	\$10,000 opinion fee per series of bonds
City's Financial Advisor	\$25,000 plus 2.00% of par value of each series of bonds
Bond Counsel	2.50% of par value of each series of bonds, minimum of \$50,000 per series
Underwriter	2.00% of par value of each series of bonds
Underwriter's Counsel	1.00% of par value of each series of bonds

Exhibit "H"

**DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT
LOT TYPE _____
HOMEBUYER DISCLOSURE**

HOME BUYER DISCLOSURE PROGRAM

1. A person who proposes to sell or otherwise convey real property that is located in a public improvement district shall first give to the purchaser of the property the written notice titled "Notice of Obligation to Pay Public Improvement District Assessment to the City of Hutto, Texas", the form of which is attached hereto as Exhibit "H-1, as may be modified by Section 5.014 of the Texas Property Code.
2. A Builder¹ for an Assessed Property shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City which sets forth the City's mailing address and other contact information.
3. A Builder for an Assessed Property shall prominently display signage provided by the Owner or the PID Administrator in the Builder's model homes, if any, located within the Property.
4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), a Builder for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers for an Assessed Property.
6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

¹ Builder" means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

Exhibit "H-1" to Financing Agreement

DURANGO FARMS PID – LOT TYPE [___]: HOMEBUYER DISCLOSURE

**NOTICE OF OBLIGATION TO PAY
IMPROVEMENT DISTRICT ASSESSMENT
TO THE CITY OF HUTTO, TEXAS**

CONCERNING THE FOLLOWING PROPERTY

(INSERT PROPERTY ADDRESS)

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Hutto, Texas, for the costs of a portion of (the "**Authorized Improvements**"), undertaken for the benefit of the property within the "Durango Farms Public Improvement District" (the "**District**"), created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto, Texas. The exact amount of each annual installment will be approved each year by the City of Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto Texas.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

Signature of Purchaser: _____

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT

FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

MA DURANGO FARMS, LLC, a Texas limited liability company

AND

THE CITY OF HUTTO, TEXAS

**DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT**

This **DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT** (this "**Agreement**"), dated as of __, 2021, (the "**Effective Date**"), is entered into between **MA Durango Farms, LLC**, a Texas limited liability company (including its Designated Successors and Assigns, the "**Owner**"), and the **CITY OF HUTTO, TEXAS** (the "**City**"), a home-rule municipal corporation of the State of Texas. The Owner and the City are sometimes collectively referenced in this Agreement as the "**Parties**," or, each individually, as the "**Party**." The Owner's and City's entry into this Agreement is being consented to by Vantage at Hutto, LLC, ("**Vantage**") and Meritage Homes of Texas, LLC, an Arizona limited liability company ("**Meritage**") (Vantage and Meritage collectively the "**Consenting Parties**").

Recitals:

WHEREAS, Owner and the Consenting Parties own a total of approximately 105.6 acres of land, with Vantage owning approximately 16.9 acres, Meritage owning approximately 21.1 acres, and Owner owning approximately 67.4 acres; more particularly described on Exhibit "B" attached hereto and made a part hereof (the "**Property**");

WHEREAS, the City Council of the City (the "**City Council**") approved the Amended and Restated Development Agreement, effective January 7, 2021, which provides for the terms and conditions of development standards for the Property (as may be amended from time to time, the "**Development Agreement**");

WHEREAS, it is intended that the Property will be developed as a Mixed Use development to be known as "**Durango Farms**" (the "**Project**") as further described in the Concept Plan which is attached hereto as Exhibit "C" hereto and made a part hereof;

WHEREAS, the City Council also approved a Planned Unit Development by zoning the Property pursuant to Ordinance No. 0-19-10-17-10C (the "**PUD**"), as the same may be amended from time to time;

WHEREAS, the City Council authorized the formation of the Durango Farms Public Improvement District pursuant to Resolution No. R-2020-068 on August 6, 2020 (the "**District**") in accordance with the PID Act;

WHEREAS, the Owner of the Property desires and intends to design, construct and install and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property and pursuant to the terms of this Agreement, the City has agreed to accept and to pay or reimburse the Owner for a portion of certain public improvements that will serve the Property in the District, as generally described on Exhibit "D" and Exhibit "D-1" attached hereto and made a part hereof (the "**Authorized Improvements**");

WHEREAS, pursuant to the terms of this Agreement, the City has agreed that the Authorized Improvements provide a special benefit to the City and to allow financing of the Authorized Improvements conferring special benefits to the Property through the District.

WHEREAS, \$3.20 is the aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District, and \$15,000,000 is the maximum par amount of PID Bonds that will be financed to fund or reimburse eligible improvements to the Owner; and

WHEREAS, contemporaneously herewith the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for the issuance of PID Bonds and Owner's compliance with the City's PID Policy and this Agreement and the Development Agreement, and in accordance with the terms of this Agreement and any other legal requirements, will consider : (i) the adoption of the Service and Assessment Plan (or amendment thereto) for the District; (ii) the adoption of an Assessment Ordinance for the District and (iii) authorizing the issuance of PID Bonds, in one or more series at the City's sole discretion, for the purpose of financing the costs of the Authorized Improvements and paying associated costs as described herein;

WHEREAS, prior to consideration of the sale of a series of PID Bonds: (a) the City Council shall have considered, approved and adopted this Agreement; (b) the City shall have considered, reviewed and approved the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the District at the time of the issuance of the PID Bonds shall have executed a Landowner Agreement (as defined in Section 3.02, herein); and (d) the Owner shall have delivered a fully executed copy of the Landowner Agreement to the City; and

WHEREAS, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, accept the Authorized Improvements, or Segments thereof, provided for in this Agreement and the Owner will be paid or reimbursed for the costs of the Authorized Improvements, or Segments thereof, solely from Special Assessments or from the proceeds of the PID Bonds, for the costs of acquisition, construction and improvement of the Authorized Improvements or Segments thereof that are completed, dedicated to and accepted by the City, subject to the terms and limitations set forth herein.

WHEREAS, the City agrees to pay or reimburse the Owner for the Actual Costs of the Authorized Improvements with the proceeds of an issuance of PID Bonds or special assessment revenues derived from the District in accordance with the terms and provisions of this Agreement. Subject to the limitations of the PID Act, the City Charter and the City's PID Policy, the City has the authority to issue, from time to time, one or more series of PID Bonds, the proceeds of which will be used to pay the costs of Authorized Improvements, or Segments thereof, including indebtedness to pay capitalized interest and a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City's costs of issuance in accordance with this Agreement.

WHEREAS, the City has determined that it is in its best interests to enter into this Agreement with the Owner for the construction and/or acquisition of the Authorized Improvements, or Segments, thereof, which will result in the efficient and effective implementation of each Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I. RECITALS AND DEFINED TERMS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes. Unless otherwise defined herein, capitalized terms used herein are set forth in Exhibit "A" attached hereto and made a part hereof and in the Service and Assessment Plan.

ARTICLE II. CONSTRUCTION OF AUTHORIZED IMPROVEMENTS; ACCEPTANCE

Section 2.01. Authorized Improvements.

The Owner shall be responsible for construction of all the Authorized Improvements, or Segments thereof, to be completed, in a good and workmanlike manner, and in accordance with all Applicable Regulations. The costs of the Authorized Improvements are subject to change and shall be updated by the Owner and the City in a manner consistent with the Service and Assessment Plan and the PID Act. The actual or estimated Actual Costs, as applicable, of the Authorized Improvements will be reviewed annually by the Parties and included in an annual update of the Service and Assessment Plan adopted and approved by the City. The currently anticipated Authorized Improvements are identified in Exhibit "D" hereto. The Service and Assessment Plan may need to be amended over time if there are any changes to the specification or plans relating to an Authorized Improvement. The Parties acknowledge that the Authorized Improvements described in Exhibit "D" are subject to change, and that the Service and Assessment Plan will provide information on the Authorized Improvements for the District and will control when in conflict with Exhibit "D". The Owner shall be responsible for payment of the Actual Costs of the Authorized Improvements. The costs of the Authorized Improvements are eligible for payment or reimbursement by the City as provided in Article II hereof. If the Owner is unable or unwilling to perform its obligations with respect to the construction of the Authorized Improvements, the City may complete the construction of the Authorized Improvements and use Special Assessment Revenues and PID Bond proceeds to pay the Cost thereof in accordance with the terms hereof, particularly Section 2.04(ii).

Section 2.02. Inspections; Acquisition of Authorized Improvements.

(a) To the extent not previously approved, the Owner will obtain approval of construction plans as required by all Applicable Regulations, for an Authorized Improvement from the City prior to commencing construction of such Authorized Improvement. Approval by the City, the City Engineer or the City Construction Representative, of any plans, designs or specifications submitted by Owner pursuant to this Agreement or pursuant to all Applicable Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Owner, the Project Engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an

assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Owner or Owner's Project Engineer, or such engineer's officers, agents, servants or employees. Approval by the City Engineer or City Construction Representative signifies the City's approval on only the general design concept of the improvements to be constructed or the improvements constructed.

(b) The City shall have the right to inspect, at any time, the construction of all Authorized Improvements necessary to support the Project, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, entryway monumentation and street lights and signs in accordance with all Applicable Regulations. The City's inspections and/or approvals shall not release the Owner from its responsibility to construct, or cause the construction of, Authorized Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project if Owner is in default under this Agreement and the Development Agreement to construct the required Authorized Improvements or Segments thereof, according to the approved engineering plans and all Applicable Regulations. Acceptance by the City shall not be unreasonably withheld, conditioned or delayed.

(c) The Owner shall dedicate, convey, or otherwise provide for the benefit of the City the Authorized Improvements, or Segments thereof, identified on Exhibit "D" of this Agreement (as the same may be adjusted pursuant to the Service and Assessment Plan) upon completion of said Authorized Improvements, or Segments thereof, and the City will accept such dedication of such Authorized Improvements, or Segments thereof, after confirming that the Authorized Improvements, or Segments thereof, have been completed in accordance with this Agreement, the Development Agreement and all Applicable Regulations.

(d) From and after the inspection and acceptance by the City of the Authorized Improvements, or Segments thereof, and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

Section 2.03. Designation of Construction Manager, Project Engineers.

(a) The City hereby designates the Owner, as the initial Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article II, subject to the City's review and approval of design specifications and easement locations.

(b) If the Construction Manager is (i) unable (not caused by Force Majeure) or unwilling to perform its duties and responsibilities hereunder or (ii) is not performing the duties and responsibilities of the Construction Manager in accordance with the terms of this Agreement, the City shall provide written notice to the Owner of such non-performance (the "**Non-performance**"). The Owner shall have thirty (30) calendar days (or such longer period of time as agreed upon in writing by the Parties) to correct the Non-performance from the date of the City's

written notification. If the Non-performance is not cured, the City may either allow the Owner additional time to cure the Non-performance based on adequate assurance in writing by the Owner that the Construction Manager will perform or if required by the City, adequate funds shall be held in escrow or be deposited into a segregated account of the Project Fund as identified in the Trust Indenture, or the City may replace the Construction Manager any time after the cure period has elapsed.

Section 2.04. Designation of Construction Manager Subcontractor.

The Owner may subcontract out all or some of the duties of Construction Manager to a third party, with the written consent of the City, such consent not to be unreasonably withheld, conditioned, or delayed. Owner may designate a homebuilder, an individual, company, partnership, or other entity (each a "**Third-Party Contractor**"), as a subcontractor for construction management services for one or more Authorized Improvements or Segments thereof. The Owner shall provide written notice to the City within three (3) business days of such designation. Within five (5) business days after executing a contract with a Third-Party Contractor, the Owner shall:

- (i) provide a copy of the executed contract to the City Construction Representative, and

- (ii) obtain from the Third-Party Contractor a collateral assignment of the Owner's rights under the contract with the Third-Party Contractor solely as they relate to the Authorized Improvements or Segments thereof related to the contract with the Third-Party Contractor, in a form satisfactory to the City Construction Representative, which authorizes the City to utilize the services of such Third-Party Contractor to complete the construction of such Authorized Improvements or Segments, thereof, if the Owner fails to do so as provided in this Agreement.

Section 2.05. Mandatory Owners Association.

- (a) Prior to the sale of any platted single-family lots within the District, the Owner shall create an Owners Association for the Property (but may exclude from the Owner's Association jurisdiction lots platted for the purpose of multi-family residential or commercial use), and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure the Owners Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners Association pursuant to this Section.

- (b) Owner agrees to execute and record against the Property a deed restriction requiring compliance with all building material restrictions outlined in the Development Agreement.

- (c) The Owners Association will have a binding, continuing responsibility for the implementation and enforcement of the Association Regulations. The Association Regulations shall establish periodic Owners Association dues and assessments, to be charged and paid by the single-family lot owners within the Property, that are and will be sufficient to (i) pay the Owners Association's Annual Installments of Special Assessments (if any), and (ii) to provide funds required for the management and operation of the Owners Association.

(d) The Owners Association dues and assessments that are established, maintained and collected by the Owners Association shall be in addition to, and not in lieu of, any and all other fees, charges and Special Assessments that will be applicable to the Property.

Section 2.06. Change Orders for Authorized Improvements.

All change orders for applicable Authorized Improvements shall be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order causes an increase to the total costs of the Authorized Improvements in excess of \$100,000. The Construction Manager shall provide copies of all approved change orders to the Financial Advisor and Trustee within five (5) business days after approval.

Notwithstanding any provision contained herein to the contrary, the Owner must obtain the approval of the City Construction Representative for any change order that would substantially change the character or nature of an Authorized Improvement or Segment thereof. A substantial change shall be a modification to the Authorized Improvement or Segment thereof such that it constitutes a new Authorized Improvement or Segment thereof beyond the scope of this Agreement.

Section 2.07. Payment and Performance Bonds for Authorized Improvements.

For each construction contract for any part of the Authorized Improvements, the Owner or Owner's contractor shall execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and all Applicable Regulations. The performance bond requirement will be reduced by an amount equal to any PID Bond proceeds held by the Trustee in the Project Fund and any additional financial support by the Owner at the time of the issuance of PID Bonds, if applicable, and agreed upon by the Owner and the City.

Section 2.08. Maintenance of Project, Warranties.

The Owner shall maintain each Authorized Improvement, or Segment thereof, in good and safe condition in accordance with applicable all Applicable Regulations until such Authorized Improvement, or Segment thereof, is accepted by the City. The City's acceptance of Authorized Improvements, or Segment thereof, shall be in accordance with all Applicable Regulations and procedures for the acceptance of subdivision improvements. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement, or Segment thereof. On or before the acceptance by the City of an Authorized Improvement, or Segment thereof, the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidences of contingent obligations of third persons with respect to such Authorized Improvement, or Segment thereof, and shall provide the City with a two year maintenance bond from the date of final acceptance of the Authorized Improvements, or Segment thereof, that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Authorized Improvements, or Segment thereof, for each Authorized Improvement to be accepted by the City.

Section 2.09. Sales and Use Tax Exemptions.

(a) The Parties understand that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the current Tax Code from sales and use taxes levied by the State of Texas, or by any city, county, special district, or other political subdivision of the State, as set forth in Section 151.309 of Tax Code and 34 Tex. Admin. Code, sec. 3.291.

(b) Upon request of the Owner, and to the extent provided by law, the City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in 34 Tex. Admin. Code, sec. 3.291) for exemption from sales and use taxes.

Section 2.10. Regulatory Requirements.

(a) Notwithstanding anything to the contrary contained herein, the Owners shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Authorized Improvements, in accordance with all Applicable Regulations, the City-approved plans and specifications, and Recognized and Generally Accepted Good Engineering Practices, as such term is defined and interpreted by the Federal Occupational Safety and Health Administration.

(b) With respect to the construction of the Authorized Improvements, it is understood that their construction will be exempt from any public bidding or other purchasing and procurement policies pursuant to the current Texas Local Government Code Section 252.022(a)(9), which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one third of the cost is to be paid by or through Special Assessments levied on Property that will benefit from the

improvements. The Owner will request bids from at least three (3) independent, competent contractors for the construction of the Authorized Improvements in the Phase 1 Subdivision and provide copies of the bids to the City, however the Owner may choose, in their reasonable discretion, to use one of the selected independent, competent contractors for the Phase 1 Subdivision for construction of the Authorized Improvements in the Future Phase 2 Subdivision without soliciting any additional bids, so long as cost estimate for the Authorized Improvements in the Future Phase 2 Subdivision are reasonable and comparable to the costs of the Authorized Improvements in the Phase 1 Subdivision.

Section 2.11. Insurance.

(a) All contractors, subcontractors, engineers, and consultants shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies:

(i) Workers' compensation and employers' liability insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers' liability of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Project.

(ii) Automobile liability insurance for all owned, non-owned, and hired motor vehicles used, with respect to the Property or the Project in a minimum amount of \$1,000,000, combined single limit.

(iii) Commercial general liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and/or property damage, with a minimum aggregate of \$1,000,000 and blanket contractual coverage, independent contractors' coverage and explosion, collapse, and underground (X, C & U) coverage.

(iv) For contractors/subcontractors providing professional engineering, architectural or design services under this Agreement, engineers' professional liability insurance or other errors and omissions insurance coverage for the non-engineer professionals with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of submission to City for approval of permits for construction of any phase of the Project. The insurance will be renewed or extended as necessary to remain in force as for claims made for two (2) years after final acceptance of the applicable Projects by the City.

(v) For work that involves asbestos or any hazardous materials or risk of air, water or soil pollution, the following will be in addition to the other insurance required hereunder:

- a. Asbestos abatement endorsement or pollution coverage to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy cannot exclude asbestos or any hazardous materials or pollution and shall provide “occurrence” coverage without a sunset clause.
- b. Pollution coverage in accordance with federal and state regulations requiring an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their commercial general liability insurance policy that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other hazardous materials. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

(b) The insurance required under Section 2.11(a)(v) will only be required for the entity that is actually performing work involving asbestos or any hazardous materials or risk of air, water or soil pollution. For example, if the Owner's contractor (instead of the Owner) is performing such work, the contractor, not the Owner, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the commencement of each phase of construction if that phase will include work involving asbestos or any hazardous materials or risk of air, water or soil pollution.

(c) The Owner or Owner's contractor shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to subsections 2.11(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing by the City. Additionally, with respect to subsections 2.11(a)(i), (ii) and (iii), all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage, where permitted by policy language. The City will be an additional insured as its interests may appear on the commercial general and automobile liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. The Owner or Owner's contractor shall submit copies of all Insurance Policy Documents and certificates of insurance to the City providing evidence of insurance coverage

required by this Agreement on or before the commencement of the Projects except that asbestos, hazardous waste, pollution, and professional engineers and other errors and omissions policy documents need not be provided until those covered by such insurance commence work on the Projects or as otherwise provided in this Agreement. Copies of all Insurance Policy Documents will be promptly delivered to the City at the time the policies are issued, including copies of any and all changed or new Insurance Policy Documents. The Owner or Owner's contractor will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance certificates evidencing the insurance coverages required hereunder.

(d) All endorsements, waivers, and notices of cancellation shall be in favor of the City and policies of commercial general liability and automobile insurance shall provide that City is an additional insured and certificates of insurance evidencing same will be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify the Owner or Owner's contractor in writing.

(e) The Owner or Owner's contractor shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by the Owner (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of the Owner under this Agreement.

Section 2.12. Remedy.

Owner's sole remedies for nonperformance of this Article II by the City shall be to seek specific performance, judicial injunction, or any legal damages directly arising from such nonperformance pursuant to the terms of this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

ARTICLE III. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 3.01. Apportionment and Levy of Assessments.

The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement and to levy Special Assessments. The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code §§ 372.013 and 372.014 and be presented to the City Council for review and approval prior to a series of PID Bonds being issued. The Owner may request the City provide the Owner with a copy of any Service and Assessment Plan update prior to consideration by the City Council for so long as the Owner owns any Assessed Property in the District. The Service and Assessment Plan will be modified as required to comply with the requirements of the PID Act and the Texas Attorney General's Office. The annual indebtedness defined by the Service and Assessment Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement.

The City shall use its best efforts to levy Special Assessments on the Assessed Properties in accordance herewith and with each Service and Assessment Plan. It is contemplated that the City will issue one series of PID Bonds, to pay or reimburse the Owner for a portion of the Actual Costs of the Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements will be greater than the net proceeds of the PID Bonds or the Special Assessment Revenues available for reimbursement of the costs of the Authorized Improvements and the Owner shall fund the difference.

Section 3.02. Acceptance of Special Assessments; Recordation of Covenants Running with the Land.

Concurrently with the levy of the Special Assessments, the Owner, the Consenting Parties, and any other owners of land within the District and the City shall execute a "**Landowner Agreement**" (herein so called) in which the Owner, Consenting Parties, and other owners, if applicable, (the "**Landowners**") shall (i) approve and accept the apportionment of assessments in the Service and Assessment Plan and the levy of the Special Assessments and (ii) the Home Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Landowners' intent that all Special Assessments be covenants running with the land that (i) shall bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such property take their title subject to and expressly assume the terms and provisions of the Special Assessments and (b) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for state, municipality, county or school district ad valorem taxes.

Section 3.03. Collection of Assessments.

(a) So long as the City is obligated to reimburse the Owner for the costs of the Authorized Improvements hereunder or any PID Bonds are outstanding, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to an Assessment Ordinance. The Annual Installment of such Special Assessments will be updated at least annually in the Service and Assessment Plan (during the term of this Agreement) in the manner and to the maximum extent permitted by applicable law. The City will deposit or cause to be deposited the collected Special Assessment Revenues into a segregated account, or if PID Bonds have been issued, then transferred to the Trustee and deposited in the funds and accounts in the priority set forth in the respective Indenture, as further described in Section 4.02 below.

(b) Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with the Williamson County Tax Assessor-Collector for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Assessed Properties and will be collected as part of and in the same manner as ad valorem taxes.

ARTICLE IV.
PAYMENT OF ACTUAL COSTS OF AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements.

(a) Any payment obligation of the City hereunder shall be payable solely from Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds in accordance with this Agreement. No other funds, revenues, taxes, or income of any kind other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City's obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstance, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds. None of the City nor any of its elected or appointed officials or any of its respective officers, employees, consultants or representatives shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

(b) The City does not warrant, either expressed or implied, that the aggregate amount of all Special Assessment Revenues or proceeds of all PID Bonds will be sufficient for the construction or acquisition of all of the Authorized Improvements. The Parties anticipate that the Actual Costs will be greater than the aggregate amount of all Special Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of PID Bonds or Special Assessment Revenues.

(c) Upon completion of an Authorized Improvement, or Segment thereof, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III above, the given Authorized Improvement, or Segment thereof, after such Authorized Improvement, or Segment thereof, is completed and has been accepted by the City. Upon written acceptance of an Authorized Improvement, or Segment thereof, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The procedures set forth in Section 4.02(d) below shall apply to all Certifications for Payment regardless of which account within the applicable Project Fund the actual funds are being paid from.

(e) Contemporaneously with the execution of this Agreement, the City will consider the adoption of the Assessment Ordinance that (i) approves the Service and Assessment Plan identifying the costs of the Authorized Improvements for the District and the Special Assessments and (ii) levies said Special Assessments. The City will levy and collect such Special Assessments in accordance with the terms hereof, the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Ordinance as further provided in this Agreement.

(f) The aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions

within the District shall be \$3.20. Notwithstanding the foregoing, Owner may voluntarily elect to have the Tax Equivalent Assessment Rate of Special Assessments be less than \$3.20 and this shall not require approval by City Council.

Section 4.02. Payments for Authorized Improvements Upon the Issuance of PID Bonds.

(a) As more particularly described in Section 5.01 hereof, the City will, concurrently herewith, consider the adoption of a resolution consenting to the issuance of PID Bonds to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue.

(b) The proceeds from the issuance of the PID Bonds will be held by the Trustee in various segregated accounts under the Project Fund established pursuant to an Indenture. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the Actual Costs (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment in the form as attached hereto in Exhibit "F-2". At least thirty (30) calendar days prior to the time of the closing of a series of PID Bonds, the Owner may submit a Closing Disbursement Request substantially in the form attached hereto in Exhibit "F-1" executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City Construction Representative shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, the City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, the Owner shall be reimbursed an amount equal to the applicable Owner Expended Fund in accordance with the procedures set forth in Section 4.02.

(c) Any Authorized Improvements that have not been (i) reimbursed at the Closing of the PID Bonds, (ii) completed by Owner, or (iii) accepted by the City by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.02 and the Indenture. Such payments shall be made by the Trustee no more frequently than monthly and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the Construction Manager. If the City Construction Representative disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with the City Construction Representative's comments, the Certification for Payment can be submitted to the Trustee for payment.

(d) The general process for funding of Authorized Improvements from funds on deposit in a Project Fund is as follows:

(1) the Owner shall deliver to the City's Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit "F-2" executed by the Construction Manager and the Project Engineer evidencing the

Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the respective series of PID Bond and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of a series of PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and the City Construction Representative will verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City Construction Representative agrees to conduct such review and cost verification in an expeditious manner and within 30 business days after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City Construction Representative in conducting each such review and to provide the City Construction Representative with such additional information and documentation as is reasonably necessary for the City Construction Representative to conclude each such review. Upon confirmation by the City Construction Representative that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval by the City Construction Representative of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days accept those completed Authorized Improvements not previously accepted by the City Construction Representative, shall sign the Certification for Payment and forward the executed Certification for Payment to the Trustee for payment.

(e) In addition to the submitted items required in 4.02(d) above, in order to obtain the final progress payment for an Authorized Improvement funded by a series of PID Bonds pursuant to this Section 4.02, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

Section 4.03. Assignment of Right to Payment of Unreimbursed Costs.

Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond proceeds or Special Assessment Revenues, (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political

subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by the Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

ARTICLE V. PID BONDS

Section 5.01. PID Bond Issuance.

Subject to the satisfaction of conditions set forth in this Article V, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. Contemporaneously herewith, the Owner has requested issuance of PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

(a) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) [INTENTIONALLY OMITTED].

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The adoption of the Service and Assessment Plan and the Assessment Ordinance levying Special Assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID.

(e) The City has formed and utilized its own financing team including, but not limited to, bond counsel, Financial Advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant, if applicable or required. Any and all costs incurred by these activities will be included in City administration costs recouped from Special Assessments. The continuing disclosure will be divided into City disclosure and the disclosures of the Owner and the Consenting Parties, and the City will not be responsible or liable for Owner or Consenting Parties disclosure but the City's disclosures professional will be used for all disclosures.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$15,000,000.

(h) The PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements for which such PID Bonds are being issued.

(i) Delivery by the Owner to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the Authorized Improvements increase the value of the property.

(j) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(k) The Owner is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Special Assessments.

(l) The Owner is not in material default under this Agreement or, with respect to the Property, in default of any material terms in any other agreement to which Owner and the City are parties.

(m) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(n) The PID Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(o) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the City's required standards for similar developments including without limitation any Applicable Regulations.

(p) The City has determined that the amount of proposed Special Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(q) Unless otherwise approved by City Council at the time of issuance of a series of PID Bonds, the maturity for a series of PID Bonds shall be 35 years.

(r) The final maturity for any PID Bonds shall be not later than 45 years from the Effective Date.

(s) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(t) If the applicable portion of Authorized Improvements has not already been constructed and to the extent proceeds from a series of PID Bond are insufficient to fund such Actual Costs, Owner shall, at the time of closing the PID Bonds, provide a completion guarantee or other similar type of credit support in the amount of the difference between the Actual Costs and the PID Bond Proceeds available to fund such Actual Costs related to the applicable Authorized Improvement, or Segment thereof (without limiting any other provision, in the event Owner does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Owner shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).

(u) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(v) The Owner agrees to provide and cause the Consenting Parties to provide periodic information and notices of material events regarding such entities and such entities' development within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Owner or the Consenting Parties in connection with the issuance of PID Bonds.

(w) The Owner provides the necessary information to satisfy the City's Director of Public Works or his designee that the Actual Costs are reasonable.

(x) The Owner and the Consenting Parties are not in default under any Continuing Disclosure Agreement related to an issuance of PID Bonds to which it is a party.

(y) For the issuance of a series of bonds for the purpose of refunding any PID Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.

(z) The aggregate initial Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District shall be \$3.20 per \$100.00 taxable assessed valuation. Notwithstanding the foregoing, Owner may voluntarily elect to have the initial Tax Equivalent Assessment Rate of Special Assessments be less than \$3.20 and this shall not require approval by City Council.

(aa) Owner has completed and the City has accepted the Authorized Improvements, or Segment thereof, for any previous phase of the Property.

(bb) If, at the time of PID Bond issuance, the Commercial Parcel and/or the Multifamily Parcel has not been sold to a third party, and a building permit has not been issued for development on the Commercial Parcel or the Multifamily Parcel; or, (2) the value to lien ratio, as determined by an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, is less than 3:1 on the Commercial Parcel or the Multifamily Parcel the funds from the PID Bond proceeds attributable to the Assessments for the respective Commercial Parcel and/or the Multifamily Parcel as applicable, shall be restricted until such time as that parcel is sold to a third party and (1) a building permit has been issued for development on either the respective Commercial Parcel or the Multifamily Parcel; or, (2) the value to lien ratio is more than 3:1, as determined by an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, on the respective Commercial Parcel or the Multifamily Parcel, at which point the funds attributable to such parcel shall be released and the funds attributable to the remaining parcels described in this subsection will continue to be restricted until the conditions herein are satisfied. If a portion of the Commercial Parcel and/or the Multifamily Parcel is sold to a third party and (1) a building permit has been issued for development on such portion of the respective Commercial Parcel or the Multifamily Parcel, as applicable; or, (2) the value to lien ratio is more than 3:1, an independent third-party appraisal or other acceptable method of valuation as reasonably determined by the City, on such portion of the respective Commercial

Parcel or the Multifamily Parcel, as applicable, funds will be released on a pro-rata basis calculated on the basis of the Estimated Buildout Value, as defined in the SAP, of the purchased portion of such Commercial Parcel and/or the Multifamily Parcel.

(cc) Notwithstanding subsection (bb) above, until the Authorized Improvements associated with F.M. 1660 that are identified in the SAP to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City, PID Bond funds equivalent to the Future Phase 2 Subdivision Special Assessments (less Annual Collection Costs as defined in the Service and Assessment Plan) shall be “restricted” from access by the Owner until such time as the portion of Authorized Improvements associated with F.M. 1660 that are identified in the SAP to be funded by PID Bond proceeds or Special Assessments has been constructed and accepted by the City. For the purposes of this Agreement, “accepted by the City” means the recording of a final approved plat for the Future Phase 2 Subdivision.

Section 5.02. Disclosure Information.

Prior to the issuance of PID Bonds by the City, the Owner agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Owner agrees, represents, and warrants that any information provided by the Owner for inclusion in a disclosure document for an issue of PID Bonds will not, to the Owner's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the Owner further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

Section 5.03 Qualified Tax-Exempt Status.

(a) (a) Generally. In any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs (“**Additional Costs**”) the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the “City Obligations”), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations (“**QTEO**”), as defined in section 265(b)(3) of the Internal Revenue Code (“IRC”) as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law; provided, however that if the City fails to use diligent, good faith efforts to issue PID Bonds as required by Article V and that failure causes PID Bonds to be issued in a different calendar year or not be issued at all, the City shall refund to Owner all Additional Costs paid by Owner as a result of such failure. Additionally, the City will provide the Owner on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process however such projection is not a binding amount under this agreement but merely an expression of the City's then expected amount of Obligations to be issued during the next calendar year. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Owner and any deficiencies in the estimated Additional Costs paid to the City by the Owner shall be remitted to the City by the Owner).

(b) Issuance of PID Bonds prior to City Obligations. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Costs based on the market conditions as they exist approximately forty five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the “Estimated Costs”). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the City. The Owner shall pay such Estimated Costs on or before the earlier of: (i) twenty (20) business days after the date of said invoice, or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(c) Upon the City’s issuance of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within ten (10) business days of the date of the City’s notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City’s notice required under this paragraph. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City’s notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full. If the City does not issue the City Obligations by the end of the calendar year in which PID Bonds are issued, the City will refund to the Owner the Additional Costs paid by the Owner in such calendar year within ten (10) business days after the end of such calendar year.

(d) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately forty five (45) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner and the Owner shall have twenty (20) days to review and provide input on the calculation to the County. The Owner shall pay such Estimated Costs to the City at least fifteen (15) days prior to the pricing the City Obligations. If the Owner has not paid the Estimated Costs to the City by the required time, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, and if the City actually issues PID Bonds in that calendar year, the Financial Advisor shall calculate the actual Additional Costs to the City of issuing non QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then the Owner shall not be paid any reimbursement amounts under any PID agreement related to the Property until such payment of Additional Costs is made in full.

(e) To the extent any Owner(s) or property owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all developers and property owners (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(f) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and the Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Owner's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Owner. The portion owed by the Owner shall be determined by dividing the total proceeds from any debt issued on behalf of the Owner in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including the Owner) in such calendar year.

Section 5.04. Tax Certificate.

If in connection with the issuance of PID Bonds, the City is required to deliver a certificate as to tax exemption (a "**Tax Certificate**") to satisfy requirements of the Internal Revenue Code, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond proceeds (including, but not limited to, the use of the Authorized Improvements), the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that

would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 5.03. Special Obligations.

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN AN INDENTURE) AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN AN INDENTURE. THE OWNERS OF PID BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF PID BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY, NOR ANY OF ITS ELECTED OR APPOINTED OFFICIALS NOR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT UNLESS SUCH ACT OR OMISSION IS IN VIOLATION OF STATE OR FEDERAL LAW AND IS DONE RECKLESSLY OR INTENTIONALLY.

ARTICLE VI. ADDITIONAL PROVISIONS

Section 6.01. Redemption Agreement.

[INTENTIONALLY OMITTED]

Section 6.02. Home Buyer Disclosure.

Owner shall comply with, and cause Meritage or any other homebuilder to comply with, the Home Buyer Disclosure Program attached hereto as Exhibit "H" and made a part hereof.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

Section 7.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Owner:

(a) The City represents and warrants that the City is a home-rule municipal corporation of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has the full legal right, power and authority under the PID Act, its charter, and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt an

Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City represents and warrants that this Agreement is a valid and enforceable obligation of the City in accordance with its terms.

(c) The City represents and warrants that it will not unreasonably withhold, condition, or delay payment for any Authorized Improvement that has been constructed and dedicated to the City in accordance with this Agreement.

(d) The City represents and warrants that the City Council has reviewed this Agreement, been advised by legal counsel, and has properly authorized its City Manager to execute this Agreement.

(e) The City agrees to provide the information required by its underwriter to facilitate the completion of bond offering documents to effectuate the sale of the PID Bonds.

Section 7.02. Representations and Warranties of Owner.

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that the Owner is a limited liability company duly organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, has the authority to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is a valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to cause such Segment to be completed in accordance with this Agreement.

(e) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project or identified in the SAP, and (ii) it will diligently follow all procedures set forth in this Agreement.

(f) Until final acceptance by the City of each Authorized Improvement, or segment thereof, the Owner covenants to maintain proper books of record and account for the Authorized

Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with generally accepted accounting practices and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Disclosure Agreement of Owner in connection with the issuance of PID Bonds and to cause the Consenting Parties to provide the information required pursuant to disclosure agreements executed by the Consenting Parties in connection with the issuance of PID Bonds.

(h) The Owner represents and warrants that no portion of the Property is designated and claimed for agricultural use as described in Section 23.41 of the Texas Tax Code.

ARTICLE VIII. DEFAULT AND REMEDIES; INDEMNIFICATION

Section 8.01. Default and Remedies.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or five (5) business days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subsection (d) below.

(c) Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VIII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

(d) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party (other than the payment of a monetary sum) is delayed as a result of circumstances which are beyond the

reasonable control of such Party (which circumstances may include, without limitation, pending litigation, governmental action or refusal to act, acts of God, pandemics, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts) ("**Force Majeure**"), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) calendar days after the claiming Party becomes aware of the same, unless prevented by such "force majeure" event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article VIII.

Section 8.02. Indemnification and Hold Harmless by Owner.

THE OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, 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 THE OWNER, (INCLUDING THE NEGLIGENCE OF THE OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS) OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE AUTHORIZED IMPROVEMENTS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. THE OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE OWNER AND THE CITY, THE OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 8.02 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT CONSISTENT WITH THE TERMS OF SECTIONS 9.04 AND 9.12 BELOW.

Section 8.03 Claims and Release.

(a) If the City notifies the Owner of any Third Party Claim, the Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by the Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such Third Party Claim involves the Owner and the City and the City has been advised in writing by counsel that there

may be legal defenses available to it which are inconsistent with those available to the Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and the Owner shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. It is hereby understood and agreed that if any Third Party Claim is caused by the City's gross negligence, the City shall provide and pay for its own legal counsel.

(b) Other than to the extent caused by an event of default by the City, the Owner hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

(c) The Owner or the Owner's contractor 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 prior to acceptance of public improvements by the City that benefit the Project, the Owner or the Owner's contractor shall provide a two (2) year maintenance bond.

ARTICLE IX. GENERAL PROVISIONS

Section 9.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Hutto
 Attn: City Manager
 500 West Live Oak Street
 Hutto, Texas 78634

With a copy to: Bojorquez Law Firm, PC
 Attn: Dottie Palumbo, City Attorney
 11675 Jollyville Road, Suite 300
 Austin, Texas 78759
 Facsimile: (512) 250-0749

If to Owner: MA Durango Farms, LLC

Attn: Wyatt Henderson
230 Klattenhoff Lane, Ste. 102
Hutto, Texas 78634

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: (512) 404-2234

Section 9.02. Fee Arrangement/Administration..

(a) In addition to any costs paid by the Owner pursuant to that certain Professional Services Agreement dated February 19, 2020, all fees of legal counsel related to the issuance of the applicable PID Bonds including fees for the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from the proceeds of the PID Bonds. It is hereby acknowledged and agreed that fees for the City's Bond Counsel, Trustee, Trustee's Counsel, Financial Advisor, the Underwriter, and Underwriter's Counsel will be paid at the Issue Date of the PID Bonds in accordance with the budget attached as Exhibit "G" hereto. Pursuant to a separate agreement, the City may contract with a third party to serve as the PID Administrator and to administer the District after Closing. The administrative expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 9.03. Assignment.

(a) Notwithstanding subsection 4.03 above, Owner may assign in whole or part its rights and obligations under this Agreement to persons purchasing all or a portion of the Property in accordance with Section 9.03 but not to an individual purchaser of a Lot within a recorded final plat. This Agreement may be assigned by Owner without the consent of the City to (i) affiliates of the Owner or (ii) any third-party entity that is not in default in the payment of taxes, assessments, fees, or any agreements with the City and that entity has the financial capacity to perform this Agreement and Owner will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Owner, only the Designated Successor or Assign and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Owner or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to

the benefit of the respective successors and assigns thereof whether so expressed or not. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

Section 9.04. Term of Agreement.

The term of this Agreement shall begin on the Effective Date and shall continue until the Maturity Date; *provided*, that unless extended by both parties pursuant to a written amendment to this Agreement, this Agreement shall automatically terminate three (3) years after the date of the execution of this Agreement, if a Special Assessment is not levied by such date. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Actual Costs expended prior to the termination of this Agreement and/or dissolution of the District remaining unpaid shall survive such termination and/or dissolution.

Section 9.05. Construction of Certain Terms.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender do not exclude any other gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.
- (g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.
- (h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval," "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 9.06. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.07. Time.

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 9.08. Applicable Law and Venue.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 9.09. Amendments.

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 9.10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 9.11. Entire Agreement.

This Agreement contains the entire agreement of the Parties.

Section 9.12. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.13. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

Section 9.14. Reservation of Rights.

To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.15. No Joint Venture.

It is acknowledged and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

Section 9.16. Owner as Independent Contractor.

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 9.17. Supplemental Agreements.

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, the PID Bond Ordinance and the Indenture.

Section 9.18. City's Acceptance of Authorized Improvements. The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements

Section 9.19. Boycotts and Foreign Business Engagements.

(a) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner and the Consenting Parties each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(c) Firearm Entity/Trade Association and Energy Company Boycotts. Section 2274.002 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19", and by Senate Bill 13, 87th Texas Legislature, Regulation Session (SB 13")), as amended, is inapplicable because Owner is a company with less than 10 full-time employees.

Section 9.20. 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 District. 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.

Section 9.21. 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 9.22. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit "A" - Definitions
- Exhibit "B" - Property Description for Development
- Exhibit "B-2" - Commercial Parcel
- Exhibit "B-3" - Multifamily Parcel
- Exhibit "C" - Concept Plan
- Exhibit "D" - Authorized Improvements
- Exhibit "E" - *-Intentionally Deleted-*
- Exhibit "F-1" - Form of Closing Disbursement Request (Closing Disbursement)
- Exhibit "F-2" - Form of Certification for Payment
- Exhibit "G" - Budget
- Exhibit "H" - Home Buyer Disclosure Program
- Exhibit "H-1" - Notice of Obligation Pay Public Improvement District Assessments to the City of Hutto, Texas

[Signature Pages to Follow]

CITY:

THE CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on the ____ day of _____, 2021
by _____, the _____ of the City of Hutto, Texas, on behalf of said City..

Notary Public, State of Texas

(SEAL)

Name printed or typed

Commission Expires: _____

OWNER:

MA Durango Farms LLC,
a Texas limited liability company

By: _____

Name: Wyatt Henderson

Title: Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Wyatt Henderson, Manager of MA Durango Farms LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

It is hereby acknowledged that the Consenting Parties are executing this Agreement solely due to the fact that they are an owner of a portion of the Property and, except for its obligations expressly set forth under the Landowner's Agreement, Consenting Parties have no rights, duties, or obligations to the City, the Owner, or otherwise in connection with this Agreement.

Meritage Homes of Texas, LLC

an Arizona limited liability company

By: _____

Name: Elliot Jones

Title: Vice President, Land Acquisition

Vantage at Hutto, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit "A"

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

"Actual Cost(s)" means the Owner's demonstrated costs for designing and constructing the Authorized Improvements. Cost(s) may include (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"Additional Actual Costs" means any additional Actual Costs the City incurs issuing the PID Bonds.

"Additional Named Insured" means a person, organization, or governmental entity identified as an insured party in the policy declarations or an addendum to the policy decorations for a certificate of insurance.

"Agreement" has the meaning given in the recitals to this Agreement.

"Annual Installments" shall mean the annual installment payment on a Special Assessment as calculated pursuant to the Service and Assessment Plan and approved by the City Council.

"Applicable Regulations" means (i) City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City as may be modified by this Agreement, the Development Agreement and/or the PUD; and (ii) any State or Federal law, regulation, rule, policy, or similar requirement applicable to the Project.

"Assessed Property" or **"Assessed Properties"** means property within the District that benefits from an Authorized Improvement and on which Special Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to the Service and Assessment Plan) and which includes any and all Parcels within the District other than Non-Benefitted Property.

"Assessment Ordinance" means the ordinance adopted by the City Council approving the Service and Assessment Plan and levying Special Assessments, as described in Article III of this Agreement.

"Association Regulations" has the meaning as set forth in Section 2.05.

"Attorney General" means the Texas Attorney General's Office.

"Authorized Improvements" means the Authorized Improvements listed in the PID Act and includes the public improvements which benefit the Property and are described on Exhibit "D" hereto.

"Bond Issuance Request" means written request made by Owner to the City to issue PID Bonds as evidenced by Owner's expenditure of necessary amounts for financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

"Certification for Payment" shall mean that certain certification substantially in the form attached hereto as Exhibit "F-2" hereto.

"City" has the meaning given in the recitals to this Agreement.

"City Construction Representative" means the employee or designee of the City carrying out the duties as described in this Agreement.

"City Council" means the duly elected governing body and council of the City.

"City Code" means the Ordinances of the City, together with all related policies, administrative rules and technical criteria manuals, as modified by the Development Agreement.

"City Engineer" means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein.

"City Manager" means the city manager of the City.

"Closing Disbursement Request" shall mean that certain request substantially in the form attached hereto as Exhibit "F-1".

"Commercial Parcel" shall mean the approximately 2.5 acre parcel shown on Exhibit "B-2" attached hereto.

"Completed Authorized Improvements" means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

"Concept Plan" means the concept plan attached hereto as Exhibit "C".

"Consenting Parties" has the meaning given in the recitals of this Agreement.

"Construction Manager" means initially the Owner, and thereafter subject to change in accordance with Section 2.04 of this Agreement.

"County" means Williamson County, Texas.

"Delinquent Collection Actual Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment, or an Annual Installment, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees to the extent permitted under Texas law.

"Designated Successors and Assigns" shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 9.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

"Development Agreement" has the meaning given in the recitals to this Agreement.

"Disclosure Agreement of Owner" means an agreement entered into by the Owner and a dissemination agent in connection with the issuance of PID Bonds pursuant to which the Owner agrees to provide certain information regarding the development of the District and the Authorized Improvements for the benefit of the owners of the PID Bonds.

"District" has the meaning given in the recitals to this Agreement.

"End User" means any tenant, user, or owner of a fully developed and improved lot.

"Effective Date" has the meaning given in the recitals to this Agreement.

"Financial Advisor" means Hilltop Securities, Inc.

"Force Majeure" has the meaning as set forth in Section 8.01(d).

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Actual Costs.

"Future Phase 2 Subdivision" means the portion of the Property that is not a part of the Phase 1 Subdivision.

"Good Engineering Practices" means the basis for engineering, operation, or maintenance activities and are themselves based on established codes, standards, published technical reports or recommended practices or similar documents.

"Home Buyer Disclosure Program" means the disclosure program, administered by the PID Administrator as set forth in a document in the form of Exhibit "H" or another form agreed to

by the City and the Owner(s) that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

"Indenture" or **"Trust Indenture"** means the Indenture of Trust entered into in connection with the issuance of the PID Bonds, between the City and the Trustee setting forth terms and conditions related to such PID Bonds.

"Insurance Policy Documents" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

"Issue Date" means the date of the initial delivery of the PID Bonds.

"Landowner Agreement" has the meaning given in Section 3.02 of this Agreement.

"Landowners" has the meaning given in Section 3.02 of this Agreement.

"Maturity Date" means the date one year after the last Annual Installment is collected.

"Multifamily Parcel" shall mean the approximately 5 acre parcel shown on Exhibit "B-3" attached hereto.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements, as determined by the City Council. Such Parcels include alleys, private roads, and easements that create an exclusive use for a public utility provider and accrue no special benefit from the Authorized Improvements. Property identified as Non-Benefitted Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel shall not be assessed.

"Owner" has the meaning given in the recitals to this Agreement.

"Owners Association" means a homeowners association or property owners association.

"Owner Expended Funds" means the funds expended by the Owner to date to pay Actual Costs of the Authorized Improvements that have not been previously reimbursed by the City.

"Parcel" means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City Council.

"Party" means the Owner or the City, as parties to this Agreement, and **"Parties"** means collectively, the Owner and the City.

"Phase 1 Subdivision" means the portion of the Property that is part of the Durango Farms Phase 1 Final Plat, dated April 14, 2020, recorded in the Williamson County Real Property Records under document # 2020131845.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Administrator" means an employee of the City and/or third-party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to the PID Bonds or in any other agreement approved by the City Council.

"PID Bond Ordinance" means and refers to an ordinance or ordinances of the City Council that authorize and approve the issuance and sale of a series of PID Bonds and provide for their security and payment, either under the terms of a PID Bond Ordinance or a trust indenture related to a series of PID Bonds.

"PID Bonds" means those certain City of Hutto Special Assessment Revenue Bonds, Series 2021 (Durango Farms Public Improvement District) that are secured by Special Assessments levied on the District.

"PID Bond Proceeds" means the par amount of the PID Bonds.

"Prepayment" means the payment of all or a portion of a Special Assessment before the due date thereof.

"Project" has the meaning given in the recitals to this Agreement.

"Project Engineer" means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Randall Jones & Associates Engineering, Inc.

"Project Fund" means the separate and unique fund established by the City under such name pursuant to the Indenture.

"Property" has the meaning given in the recitals to this Agreement.

"PUD" has the meaning given in the recitals to this Agreement.

"Redemption Agreement" shall have the meaning given in Section 6.02 of this Agreement.

"Segment" or **"Segments"** means the discrete portions of the Authorized Improvements identified as such.

"Service and Assessment Plan" or "SAP" means the Durango Farms Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time), to be adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article III of this Agreement. The

Parties hereby acknowledge that the Service and Assessment Plan may be amended, supplemented or updated from time to time.

"Special Assessment" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

"Special Assessment Revenues" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Actual Costs, and (iv) Foreclosure Proceeds.

"State" means the State of Texas.

"Tax Certificate" has the meaning given in Section 5.03 of this Agreement.

"Tax Code" means the Texas Tax Code.

"Tax Equivalent Assessment Rate" means the ad valorem tax equivalent of an Annual Installment due on a parcel at the time of an issuance of PID Bonds on \$100 of assessed valuation of the assessed parcel.

"Third Party Claims" or **"TPC"** has the meaning given in Section 8.02 of this Agreement.

"Third-Party Contractor" has the meaning given in Section 2.04 of this Agreement.

"Transfer" has the meaning given in Section 4.03 of this Agreement.

"Transferee" has the meaning given in Section 4.03 of this Agreement.

"Trustee" means the trustee under an Indenture, and any successor thereto permitted under an Indenture and any other Trustee under a future Indenture.

Exhibit "B"

PROPERTY DESCRIPTION FOR DEVELOPMENT

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

94.560 Acres
Page 1 of 3

"EXHIBIT _"

DESCRIPTION OF 94.560 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; SAID 94.560 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 3/4-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, 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;

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TBPE Firm No. 16384 | TBPLS Firm No. 10194101

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, Hutto and Metcalfe Addition, a subdivision according to the 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, 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 at the southeast corner 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 ½-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 2, 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 2, 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 2, 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 said 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 northeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, with the south line of the tract describe herein, a distance of 220.17 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point in the north right-of-way line of said Capitol Street, at the east corner of Block 9, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE S 76°41'29" W, with the south line of the said 96.99 acre tract, with the north right-of-way line of said Capitol Street, with the south line of Block 9 and Block 13, said Hutto and Metcalfe Addition, a distance of 350.53 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found 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 a southwest corner of the said 96.99 acre tract, for a southwest corner of the tract described herein;

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

94.560 Acres
Page 3 of 3

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, 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 94.560 acres of land, more or less.

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

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

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, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03rd 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

COMMERCIAL PARCEL



Exhibit "B-3" MULTIFAMILY PARCEL

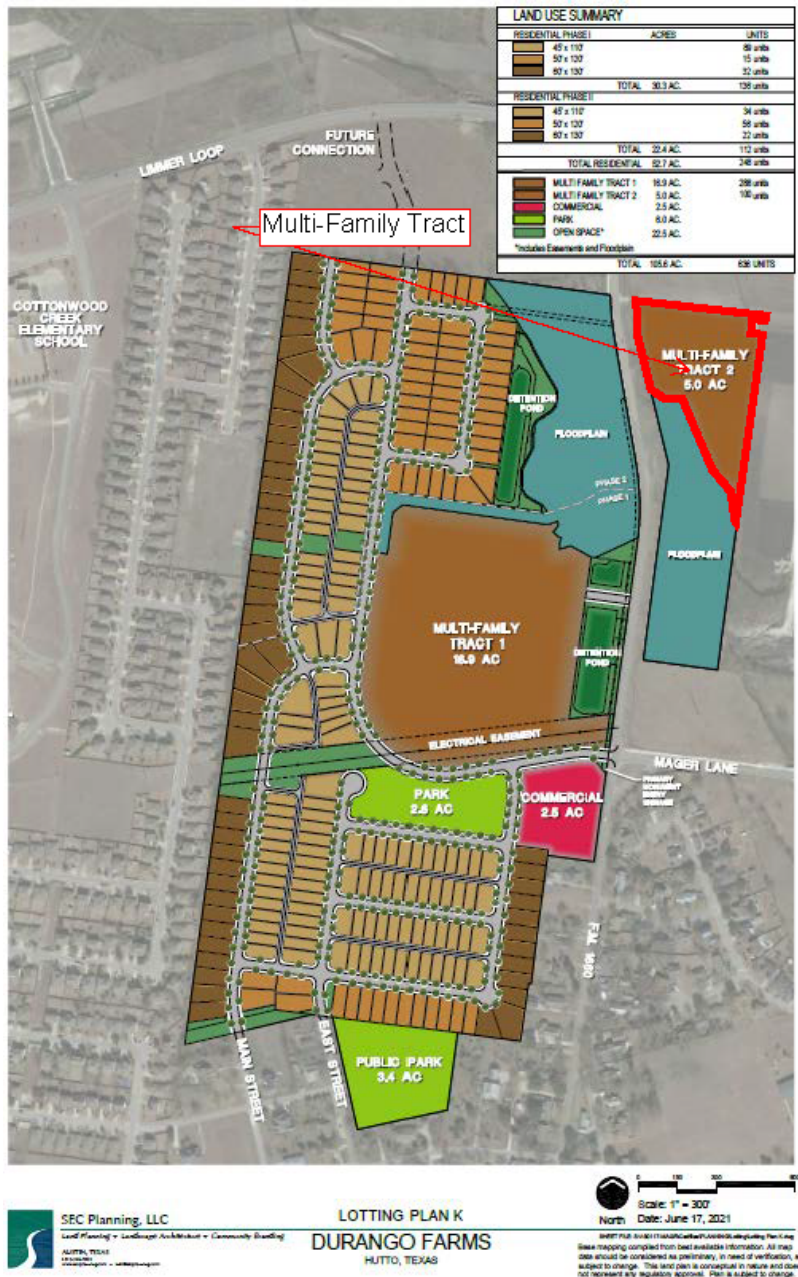


Exhibit "C"

CONCEPT PLAN

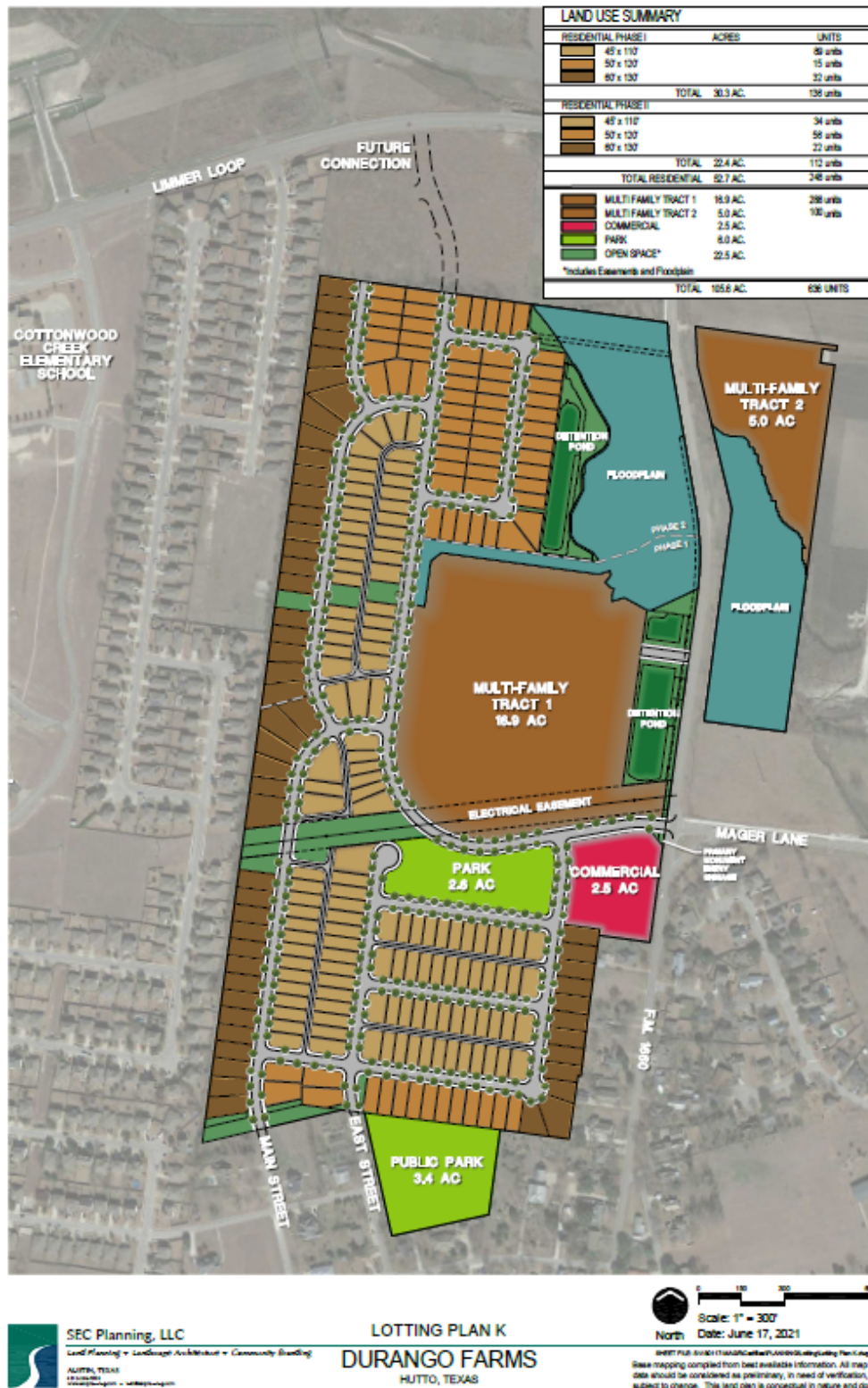


Exhibit "D"

AUTHORIZED IMPROVEMENTS

•**Note:** At the time of execution of this Agreement, the only Authorized Improvements (and estimated costs) that can be determined with certainty are the Authorized Improvements which are listed below. Terms not defined herein have the definition given in the SAP:

A. Section 1 Improvements

- *Streets*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation and embankment, erosion control, retaining walls, intersections, signage, lighting, and sleeving are included. The street improvements will provide street access to each Lot within Section 1.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide water service to all Lots within Section 1.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Section 1.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in Section 1.

- *Erosion Control, Excavation, and Embankment*

Improvements including stabilized construction entrance, silt fencing, inlet protection, permanent erosion control by applying top soil and hydromulch in all disturbed areas, dry stack walls, clearing and grubbing of all right of ways and alleys and excavating all right of ways, alleys and wet utilities, onsite storage of materials and import and haul off of materials, as necessary.

- *Detention Pond*

Improvements including walls, outfall structures, access ramps, gates, signage and all necessary appurtenances required to create detention ponds within Section 1.

- *Soft Costs/Contingency*

Includes 15% soft costs (inclusive of 4% construction management fee), 5% contingency for bid improvements, and 10% contingency for non-bid improvements.

B. Section 2 Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide water service to all Lots within Section 2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Section 2.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in Section 2.

- *Erosion Control, Excavation, and Embankment*

Improvements including stabilized construction entrance, silt fencing, inlet protection, permanent erosion control by applying top soil and hydromulch in all disturbed areas, dry stack walls, clearing and grubbing of all right of ways and alleys and excavating all right of ways, alleys and wet utilities, onsite storage of materials and import and haul off of materials, as necessary.

- *Soft Costs/Contingency*

Includes 15% soft costs (inclusive of 4% construction management fee), 5% contingency for bid improvements, and 10% contingency for non-bid improvements.

C. Major Improvements

- *FM 1660*

Improvements including permanently changing the existing 3 way traffic signal into a four way traffic signal and other general intersection improvements, including adding turn lanes and deceleration lanes accomplished by the widening of the pavement sections north and south of the existing intersection. The FM 1660 improvements will be owned and operated by TXDOT.

Exhibit "E"

-INTENTIONALLY DELETED

Exhibit "F-1"

FORM OF CLOSING DISBURSEMENT REQUEST

(Closing Disbursement Request – Durango Farms)

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MA Durango Farms, LLC (the "**Owner**") and requests payment to the Owner from the applicable account of the Project Fund from _____, (the "**Trustee**") in the amount of \$ _____ to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Durango Farms Public Improvement District (the "**District**"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Hutto, Texas (the "**City**") and the Trustee dated as of _____, 20__ (the "**Indenture**") relating to the "[INSERT NAME OF BONDS]" (the "**PID Bonds**").

In connection with the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner and is knowledgeable as to the matters set forth herein.
2. This request for payment for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior Certification for Payment submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Owner is in compliance with the terms and provisions of the PID Financing Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.
5. All conditions set forth in the Indenture and the PID Financing Agreement for the payment hereby requested have been satisfied.
6. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding amount and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

MA Durango Farms, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from [Actual Costs of Issuance Account] [_____ Account of the Project Fund] upon delivery of the PID Bonds.

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

Exhibit "F-2"

FORM OF CERTIFICATION FOR PAYMENT

(Certification for Payment – Durango Farms)

CERTIFICATION FOR PAYMENT FORM NO. _____

The undersigned _____ (the "**Construction Manager**") requests payment from [the applicable account of the Project Fund] from the City of Hutto (the "**City**") in the amount of \$ _____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of certain Authorized Improvements providing a special benefit to property within the Durango Farms Public Improvement District (the "**District**"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Durango Farms Public Improvement District Financing and Reimbursement Agreement between the Owner and the City (the "**PID Financing Agreement**").

In connection with the above referenced payment, the Construction Manager represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.
2. The work described in Attachment A has been completed in the percentages stated therein.
3. The Certification for Payment for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
4. The amounts listed for Actual Costs of the Authorized Improvements, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Authorized Improvements, and such costs (i) are in compliance with the PID Financing Agreement, and (ii) are consistent with the Service and Assessment Plan.
5. The Construction Manager is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.
6. The Construction Manager has timely paid all ad valorem taxes and annual installments of Special Assessments it owes or an entity under common control with the Construction Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.
7. The work with respect to the Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Authorized Improvements (or

its completed Segment). *[Include bracketed language if final progress payment for such Authorized Improvement]*

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or Segment thereof) has been completed and the City has accepted such Authorized Improvements (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or Segment thereof).

9. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.][*Include bracketed language if final progress payment for such Authorized Improvement*]

10. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.

11. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

Pursuant to the PID Financing Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the Completed Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. *[Include bracketed language if final progress payment for such Authorized Improvement]*

(Signature pages follow)

I hereby declare that the above representations and warranties are true and correct.

MA Durango Farms, LLC,
a Texas limited liability company, as
CONSTRUCTION MANAGER

By: _____
Name: _____
Title: _____

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

By:

Name: _____

Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT

The City is in receipt of the attached Certification for Payment Form No. ____, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. ____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. ____ and shall direct the Trustee to make payment from [the appropriate account of the Project Fund] [the Reimbursement Fund] to the Construction Manager or to any person designated by the Construction Manager.

CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A TO CERTIFICATION FOR PAYMENT FORM NO. ____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
----------------	---	---------------------

ATTACHMENT B TO CERTIFICATION FOR PAYMENT FORM NO. _____

[Include Attachment B bracketed if final progress payment for such Authorized Improvement]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C TO CERTIFICATION FOR PAYMENT FORM NO. ____

INVOICE LEDGER

Invoice Ledger Entity: MA Durango Farms, LLC Project: Durango Farms Public Improvement District								
Certification of Payment Form No. ____	Date	Vendor	Invoice #	Invoice Amount	Requested Amount	Approved Amount	Budget Sub-Category	Budget Description

[INVOICES AND/OR RECEIPTS - ATTACHED]

ATTACHMENT D TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

Exhibit "G"

BUDGET

City Attorney	\$10,000 opinion fee per series of bonds
City's Financial Advisor	\$25,000 plus 2.00% of par value of each series of bonds
Bond Counsel	2.50% of par value of each series of bonds, minimum of \$50,000 per series
Underwriter	2.00% of par value of each series of bonds
Underwriter's Counsel	1.00% of par value of each series of bonds

Exhibit "H"

DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT HOMEBUYER DISCLOSURE

HOME BUYER DISCLOSURE PROGRAM

1. A person who proposes to sell or otherwise convey real property that is located in a public improvement district shall first give to the purchaser of the property the written notice titled "Notice of Obligation to Pay Public Improvement District Assessment to the City of Hutto, Texas", the form of which is attached hereto as Exhibit "H-1", as may be modified by Section 5.014 of the Texas Property Code. In the event state law conflicts with the form of notice provided herein, state law shall control.
2. A Builder¹ for an Assessed Property shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City which sets forth the City's mailing address and other contact information.
3. A Builder for an Assessed Property shall prominently display signage provided by the Owner or the PID Administrator in the Builder's model homes, if any, located within the Property.
4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), a Builder for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers for an Assessed Property.
6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

¹ Builder" means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

Exhibit "H-1" to Financing Agreement

DURANGO FARMS PID – LOT TYPE []: HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF HUTTO, TEXAS CONCERNING THE FOLLOWING PROPERTY

[insert property address]

LOT TYPE 1 PRINCIPAL ASSESSMENT: []

As the purchaser of the real property described above, you are obligated to pay assessments to Hutto, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Durango Farms Public Improvement District (the "District") created under Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Hutto. The exact amount of each annual installment will be approved each year by the Hutto City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

Signature of Purchaser

Signature of Purchaser

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-142 adopting the Investment Policy. (Angie Rios)
Meeting: Thursday, September 16, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021- adopting revised investment policy
2. Investment Policy 2021 09 06 Hutto Proposed Memo
3. Investment Policy 2021 09 06 Hutto Proposed
4. Broker Dealer List 2021 09 07 Hutto Proposed
5. Independent Training Sources 2021 09 05 Hutto Proposed

RESOLUTION NO. R-2021-142

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
ADOPTING THE INVESTMENT POLICY DATED
SEPTEMBER 16, 2021; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, Chapter 2256 of the Texas Local Government Code requires that cities adopt an investment policy and review it annually; and

WHEREAS, the City of Hutto last reviewed its policy on May 7, 2020; and

WHEREAS, the City Council wishes to amend the Investment Policy to align with Public Funds Investment Act Policy amendments are presented in Exhibit A; and

WHEREAS, the Investment Policy applies to all investment activities of the City of Hutto, and to all assets of all funds of the City of Hutto at the present time and any funds received in the future.

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

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 adopts the amended Investment Policy, 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 16th day of September 2021.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

EXHIBIT “A”



September 8, 2021

To: Angie Rios

Fr: Dick Long

Re: Proposed Investment Policy, Broker/Dealers and Training

Summary

Chapter 2256 of the Texas Government Code (the Public Funds Investment Act or PFIA) requires the City Council to annually review the Investment Policy, designate Investment Officers to be responsible for the investment of City funds consistent with that Policy, and to adopt same by approval of a resolution.

Background/History

The PFIA sets forth the requirements for an investment policy. The current Investment Policy was reviewed for PFIA updates and compared with the Government Treasurers' Organization of Texas (GTOT) investment policy checklist.

There are minor, clarification changes recommended at this time. There is no increase in portfolio risk by investment type or strategy. A few areas of revision include:

- Defining the City of Hutto as “the City” and utilizing that term consistently.
- Broadening the Diversification objective to allow greater flexibility.
- Increasing the option for Bond Proceed cash balance protection.
- Clarifying the Eligible Investment description language.
- Adjusting Collateral Adequacy monitoring.
- Inserting the PFIA investment training topics.
- Updating the Council adopting date.

There were no suggested Independent Training Sources changes. Adding Hilltop Securities to the Authorized Broker/Dealer List will augment the City's investment options.

Due to the legal requirement that the investment policy “must primarily emphasize safety of principal and liquidity,” the City restricts the Eligible Investments to the



least risky (as allowed by the PFIA). Currently, the City's approved Local Government Investment Pools utilize short-term government investments and provide same-day liquidity. However, since 2020 those yields have decreased and the City could take advantage of other higher yielding investments allowed by the Investment Policy.

INVESTMENT POLICY THE CITY OF HUTTO TEXAS

May 7, 2020September 16, 2021

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INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

~~May 7, 2020~~September 16, 2021

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INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

~~May 7, 2020~~September 16, 2021

I. PURPOSE

A. Formal Adoption

This investment policy, when reviewed and adopted by the City Council of Hutto, on ~~May 7, 2020~~September 16, 2021 will replace the adopted Investment Policy dated the ~~7th~~24th of ~~May~~re, ~~2020~~2019. This investment policy satisfies the statutory requirements of the Public Funds investment Act (Chapter 2256, Texas Government Code) (the "Act").

B. Scope

This Investment Policy applies to all investment activities of the City of Hutto, ~~(the "City")~~, as carried out by the Investment Officers (defined in the Policy under "INVESTMENT POLICIES" Section IV (D) 1) and directed City staff, and to all assets of all funds of the ~~City of Hutto~~ at the present time and any funds received in the future, *excluding the Employee Retirement Trust and the deferred compensation plan*. Any funds held in custody by the ~~City of Hutto~~ shall be administered in accordance with the provisions of these policies unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and ~~its primary~~ depository bank. This Policy establishes guidelines for those who can invest City funds, for how City funds will be invested, and for when and how a periodic review of investments will be made. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal law.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from defaults or erosion of market value.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements, investing in securities with active secondary markets, and maintaining appropriate portfolio diversification.

C. Diversification

The ~~City of Hutto~~ will ~~always~~ seek to diversify its portfolio, ~~as appropriate except in the case of depository bank balances~~. This will be done to ~~eliminate~~manage the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of investments. Investments of the City shall always be selected to provide for safety of principal and reasonable liquidity.

D. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity.

E. Maturity

Portfolio maturities will be staggered, if market conditions are favorable, in a way to achieve an optimal rate of return, while at the same time to provide for the necessary liquidity to meet the City's cash needs. The maximum allowable stated final maturity of any individual investment owned by the City will be five years. [Sec. 2256.005 (b) (4) (B)]

F. Liquidation or Redemption before Maturity

The Investment Officers may liquidate or redeem an investment before maturity if:

- Market conditions present an opportunity for the City to benefit from the sale or redemption;
 - Funds are urgently needed to meet unforeseen expenses, even if there is a loss of interest and/or principal due to the sale; or
 - A security has lost its minimum required rating as an authorized investment.
- [Sec. 2256.021]

G. Quality and Capability of Investment Management

It is the City's policy to provide training required by the Public Funds Investment Act, Sec. 2256.008 and periodic training in investments for the Investment Officers through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officers in making investment decisions.

III. INVESTMENT STRATEGY

A. General

In conjunction with the annual Policy review, the City Council shall review the investment strategy for each of the City's funds. The investment strategy must describe the investment objectives for each particular fund according to the following priorities:

- investment suitability,
- preservation and safety of principal,
- liquidity,
- marketability prior to maturity of each investment,
- diversification, and
- yield

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds.

B. Investment Strategies and Guidelines by Fund Type

Investment guidelines by fund-type are as follows:

1. Current Operating Funds

Current operating funds require the greatest short-term liquidity of any of the fund types. Therefore, diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Financial institution deposits, short-term investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investment. Additionally, securities should have active and efficient secondary markets in the event of an unanticipated cash requirement.

According to City Policy, the weighted average days to maturity for the current operating fund portfolio shall not exceed 270 days and the maximum allowable maturity shall be two years. The Investment Officers will monitor average days to maturity and make [portfolio](#) changes as appropriate.

2. Bond Proceeds

Bond proceeds used for construction programs have reasonably predictable drawdown schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Because of the potential for variance from the anticipated drawdown schedule and actual expenditures, securities shall have active and efficient secondary markets. Financial institution deposits, investment pools and money market mutual funds shall provide readily available funds generally equal to [or greater than](#) one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Market conditions and the arbitrage regulations may influence the attractiveness of locking in fixed-rate investments for bond proceeds. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be met or exceeded, concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

3. Repair and Replacement Funds

The investment maturity of repair and replacement funds shall generally be limited to the anticipated cash flow requirement according to any budgeted project schedule. Market conditions and the anticipated spending schedule shall determine the maximum investment periods. Investments shall be diversified as to maturity and type with a portion being highly marketable or liquid to cover the unpredictability of emergency repairs. The Investment Policy restricts the maximum maturity of individual investments to two years and the maximum weighted average days to maturity of the fund to one year.

4. Debt Service Funds

Debt service funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an "un-funded" debt service date with the maturity of any investment security. The predictability of each payment reduces the need for security diversification, marketability and fund liquidity. Therefore, market conditions shall determine the attractiveness of the eligible investments.

5. Bond Reserve Funds

Bond reserve funds have no anticipated expenditures. The funds are deposited to provide annual debt service payment protection to the City's bondholders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of security diversification and maturity selection. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields. Maturities shall generally not exceed the call provisions of the bond issue.

Bond resolution constraints and insurance company restrictions may create issue-specific considerations in addition to the Investment Policy. Annual mark-to-market requirements or specific maturity and average life limitations will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

6. Operating Reserve Funds

The operating reserve funds are essentially City savings. Reductions are generally not anticipated. Therefore, the predictability of the cash requirements of other City funds will govern the appropriate maturity mix. Market conditions, City financial condition and risk/return analysis may extend the maximum maturity on individual investments to five years and the weighted average days to maturity to three years.

7. Fiduciary Funds

Fiduciary Funds are used to report assets held in a trustee or agency capacity for others. The funds principal therefore cannot be used to support the government's own programs. Since the purpose of these funds is for investment purposes only, market conditions and risk/return analysis allow for a maximum maturity on individual investments of five years.

IV. INVESTMENT POLICIES

A. Eligible Investments

Investments described below are authorized by Chapter 2256, Texas Government Code as eligible securities for the City. The purchase of specific issues may at times be restricted or prohibited by the Investment Officers. City funds governed by this Policy may be invested in:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding principal-only and interest-only mortgage backed securities, collateralized mortgage obligations and real estate mortgage investment conduits.
2. Direct obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including any [obligations that are fully guaranteed or security](#) insured by the Federal Deposit Insurance Corporation (FDIC).

3. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent.
4. Fully collateralized repurchase agreements having a defined termination date, placed through a primary government securities dealer, as defined by the Federal Reserve, or a [bank-financial institution](#) doing business in Texas, and secured by obligations described by 1-3, above which are eligible investments under the Public Funds Investment Act, pledged with a third party selected or approved by the City, and having a market value of not less than the principal [plus accrued interest](#) ~~amount~~ of the funds [invested](#) ~~disbursed~~. The term includes direct security repurchase agreements entered into by the City and reverse repurchase agreements only obtained in connection with investment by the City in an Eligible Investment Pool or Money Market Mutual Fund. A signed Master Repurchase Agreement, or similar agreement, as described in B.4 shall govern all City repurchase agreement transactions of this section.
5. Certificates of deposit, and other forms of deposit, issued by State and national banks that have their main office or a branch in Texas that are:
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor, or, secured by obligations that are described by 1-3 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities of the nature described in Section 2256.009(b) of the Texas Government Code, that have a market value of not less than the principal plus accrued interest of the [deposit](#) ~~securities~~, or in any other manner and amount provided by law and this Policy for deposits of the City;
 - b. governed by a Depository Contract, as described in B.4. of this section, that complies with Federal and State regulation to properly secure a pledged security interest, and,
 - c. solicited for bid verbally, in writing, electronically, or any combination of those methods.
6. Money market mutual funds registered with the Securities & Exchange Commission, that adheres to Securities & Exchange Commission Regulation 2a-7, that fully invests dollar-for-dollar all City funds without sales commissions or loads, and whose investment objectives include seeking to maintain a stable net asset value of \$1.0000 per share. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of individual money market mutual fund. [Sec. 2256.014(c)]
7. Eligible Investment Pools as defined in Section 2256.016 of the Texas Government Code provided that (a) investment in the particular pool has been authorized by the City Council; (b) the pool shall have furnished the Investment Officers or other authorized representatives of the City an offering circular containing the information required by Section 2256.016(b) of the Government Code; (c) the pool shall furnish to the Investment Officers or other authorized representatives of the City investment transaction confirmations with respect to all investments made with it; (d) the pool shall furnish to the Investment Officers or other authorized representatives of the City monthly reports that contain the information required by Section 2256.016(c) of the Government Code; (e) the pool shall mark its portfolio to market daily and stabilize at a \$1.00 net asset value; (f) the pool's assets shall consist exclusively of the obligations allowed by the Act; (g) and whose investment philosophy and

| strategy are consistent with this Policy and the City's ongoing investment strategy.

B. Protection of Principal

The City shall seek to control the risk of loss due to the failure of an investment issuer or grantor. Such risk shall be controlled by investing only in the safest types of investments as defined in the Policy, by qualifying the broker/dealers and financial institutions with whom the City will transact business, by collateralization as required by law, and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed "delivery-versus-payment" through the City's Safekeeping Agent. By so doing, City funds are not released until the City has received, through the Safekeeping Agent, the securities purchased.

1. Collateralization

Consistent with the requirements of State law, the City requires all financial institution deposits to be federally insured or collateralized with eligible securities, letter of credit or FDIC insurance. Financial institutions serving as City depositories will be required to sign a depository or collateral agreement with the City. The custodial portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the agreement must be in writing;
- the agreement has to be executed by the depository and the City contemporaneously with the acquisition of the asset;
- the agreement must be approved by the Board of Directors or the loan committee of the depository and a copy of the meeting minutes must be delivered to the City; and
- the agreement must be part of the depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with State law. Each counter-party to a repurchase transaction is required to sign a copy of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement, or similar agreement, as approved by the City. An executed copy of this agreement must be on file before the City will enter into any counterparty transaction.

a. Allowable Collateral

Acceptable forms of collateral are limited to those authorized by the Act and the Public Funds Collateral Act (Section 2257, Texas Government Code), as amended, and meet the constraints of this Policy.

b. Collateral Levels

For pledged securities, the market value of the principal portion of collateral pledged for deposits must at all times be equal to or greater than 102% of the total amount of deposits plus any accrued interest, less the applicable level of FDIC insurance. For deposits, the City may accept a letter of credit issued by a U.S. Agency or Instrumentality. The value of the letter of credit must be equal to or greater than 100% of the total amount of deposits

plus any anticipated interest, less the insurance provided by the FDIC.

c. Monitoring Collateral Adequacy

The City shall require monthly reports ~~with and confirm~~ market values of pledged securities from the independent ~~sources~~~~third-party custodians~~. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

d. Additional Collateral and Securities

If the value of the securities pledged falls below the required collateral level, the financial institution must pledge additional securities no later than the end of the next succeeding business day.

e. Collateral Substitution and Release

Collateralized deposits and repurchase agreements often require substitution of collateral. Substitution is allowable if the substituted security's value is equal to or greater than the required security level, but should be limited, if possible, to minimize potential administrative problems. The City's Investment Officers must approve the release of collateral prior to its removal from the custodial account in accordance with the terms of the depository or collateral agreement.

2. Safekeeping

a. ~~Safekeeping Agreement~~

The City shall contract with a bank or banks for the safekeeping of securities owned by the City as a part of its investment portfolio. The securities will be held in an account in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

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C. Investment Advisors and Broker/Dealers

Investment selection for all funds shall be based on legality, appropriateness, liquidity, and risk/return considerations. All City investment portfolios shall be actively managed by attempting to optimize investment earnings within policy guidelines.

All investments made by the City will be made through either ~~the a~~ City's depository bank, an approved broker/dealer or a financial institution with a main office or branch in the state of Texas. A list of at least three broker/dealers will be maintained in order to assure competitive bidding. The Investment Officers will establish criteria to evaluate Investment Advisors and Broker/Dealers, including:

1. Adherence to the City's policies and strategies;
2. Investment performance and transaction pricing within accepted risk constraints;
3. Responsiveness to the City's request for services, information and open communication;
4. Understanding of the inherent fiduciary responsibility of investing public funds;
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors and Broker/Dealers shall provide timely transaction confirmations and monthly portfolio reports.

City Council shall, at least annually, review, revise and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the City. Broker/Dealers eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the registered principal of any investment pool or discretionary investment manager seeking to transact investment business with the City shall execute a written instrument substantially to the effect that the registered principal has:

- received and reviewed this Investment Policy, and
- acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City in accordance with the Act.

The City shall not enter into an investment transaction with a pool or investment manager prior to receiving the written instrument described above.

The City may select, through City Council approval, an Investment Advisor to advise the City in the investment of City funds and other responsibilities including but not limited to broker/dealer compliance, ~~security-investment~~ selection, competitive bidding, investment reporting, and ~~security-investment~~ documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

An Investment Advisor, as defined by the Investment Advisor's Act of 1940, is any person who pursuant to a contract regularly furnishes advice with respect to the desirability of investing in, purchasing or selling securities or other property.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the City.

Appointment of an Investment Advisor shall otherwise be according to the City's normal purchasing procedures for selecting professional services. The term of any Investment Advisor contract may not exceed two years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

D. Responsibility and Controls

1. Authority to Invest

The Chief Financial Officer and Finance ~~Manager~~ are the "Investment Officers" of the City. As Investment Officers, they are authorized to deposit, withdraw ~~(by check executed over two signatures as outlined in this Policy)~~, invest, transfer, execute documentation, and otherwise manage City funds according to the rules governing the investment of City funds provided in this Policy.

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2. Investment Officer Required Training

The City's Investment Officers shall:

- a. attend at least one training session from an independent source approved by City Council as provided for in this Policy and accumulating at least 10 hours of instruction relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and
- b. attend at least one investment training session not less than once in a two-year period, that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and accumulate not less than 8 hours of instruction relating to investment responsibilities from an independent source approved by City Council as provided for in this Policy.

Investment training section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

3. Prudent Investment Management

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. The Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

4. Standard of Care

The standard of care used by the City shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Public Funds Investment Act states:

"Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

5. Liability of Investment Officers

The Investment Officers are not responsible for any loss of City funds through the failure or negligence of a depository. Sec. 113.005 Local Government Code does not release the Investment Officers from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officers, including misappropriation of funds, or from responsibility for funds until a depository is selected, and the funds are deposited.

6. Standards of Ethics

The ~~designated~~ Investment Officers shall adhere to City's Code of Conduct and Financial Disclosure Policy. Additionally, the Investment Officers shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City.

7. Establishment of Internal Controls

The Chief Financial Officer will oversee the maintenance of a system of internal controls over the investment activities of the City.

8. Reporting

a. Quarterly Report

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide either quarterly or at more frequent intervals a comprehensive report that shall be certified by the Investment Officers and submitted to the City Council along with a periodic Financial Report. "Weighted average yield to maturity" shall be the portfolio performance standard presented in the report. Market price of the City investments in the report shall be valued by a source independent from the transaction. The investment report shall:

1. describe in detail the investment position of the City;
2. contain a summary statement of each pooled fund group that states the:
 - a. ending book and market value for the period; and
 - b. fully accrued interest for the reporting period;
3. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
4. state the maturity date of each investment ~~security~~;
5. state the fund for which each investment ~~security~~ was purchased; and
6. state the compliance of the investment portfolio with the City's Investment Policy and the Texas Public Funds Investment Act.

b. Annual Report and Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies. The quarterly reports shall also be formally reviewed by an independent auditor with the results of the review provided to the City Council by that auditor.

V. REVIEW AND AMENDMENT

The City ~~of Hutto~~ City Council shall review its investments policy and investment strategies on an annual basis. It shall be the duty of the Investment Officers to notify the City Council of any significant changes proposed in investment methods or procedures prior to their implementation. The Investment Policy, including a section on Investment Strategies shall be adopted annually by the City Council.

APPROVED this ~~16th day of September, 2021~~^{7th Day of May 2020}.

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~~Doug Gaul~~^{Mike Snyder}, Mayor

ATTEST:

~~Stacy Schmitt~~^{Holly Nagy}, City Secretary

THE CITY OF HUTTO, TEXAS

Authorized Broker/Dealer List

Duncan Williams

FHN Financial

Hilltop Securities

Multi-Bank Securities

Rice Financial

UBS Financial Services

Wells Fargo Securities

THE CITY OF HUTTO, TEXAS

Independent Training Sources

Center for Public Management at the University of North Texas

Government Finance Officers Association (GFOA and GFOAT)

Government Treasurers' Organization of Texas (GTOT)

Texas Municipal League (TML)

Texas Society of Certified Public Accountants (TSCPA)

Sponsors approved by the TSCPA, GFOA, GFOAT, or GTOT to provide CPE credits

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No.R-2021-145 approving a Second Amended and Restated Development Agreement between the City of Hutto and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership.
Meeting: Thursday, September 16, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021- Resolution Approving Hutto 372 and Lennar Second Amended DA
2. Hutto Cottonwood Creek Second Amended and Restated Development agreement

RESOLUTION NO. R-2021-145

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HUTTO 372, LTD AND LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Second Amended and Restated Development Agreement between the City of Hutto and Hutto 372, Ltd and Lennar Homes Of Texas Land and Construction, Ltd, 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 Second Amended and Restated Development Agreement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 16th day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Second Amended and Restated Development Agreement (“Agreement”) is made and entered into this ____ day of September, 2021 (the “Amendment Effective Date”) by and between the City of Hutto, Texas, a Home-Rule municipal corporation (the “City”) and Hutto 372, Ltd., a Texas limited partnership (“Hutto 372”) and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (“Lennar”) (Hutto 372 and Lennar are collectively referred to as the “Developer” subject to the terms of this Agreement). The City and Developer are sometimes referred to individually as a “Party” and collectively as the “Parties.”

This Agreement amends, restates, and replaces in full the Development Agreement between the City and Hutto 372, Ltd., as herein defined “Developer” dated January 18, 2019, as amended and restated April 1, 2021, (the “Original Development Agreement”), which remains the Effective Date of the Agreement.

RECITALS

WHEREAS, collectively, Hutto 372 and Lennar own that certain tract of land containing approximately 370.27 acres currently in the City (the “Property”) as described and shown on Exhibit “A” attached hereto, and as of the Amendment Effective Date, Hutto 372 owns approximately 186.28 acres and Lennar owns approximately 183.99 acres of the Property;

WHEREAS, Hutto 372 is under contract to sell the balance of the Property that Hutto 372 owns to Lennar, and upon the closing of such sale shall no longer own any portion of the Property and will not be obligated under this Agreement as further provided herein;

WHEREAS, Developer intends to develop the Property into a high-quality project that is primarily a residential development the “Project”), as conceptually shown on Exhibit “B”, that will serve present and future residents of the City;

WHEREAS, the City has found and determined that the development of the Property 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 products into the Hutto marketplace, while utilizing financing tools to support the development without burdening existing residents of the City;

WHEREAS, the City may use its discretion to create a Public Improvement District (“PID”) to provide utility, roadway, drainage, parks and related infrastructure to support the Project in a financially feasible manner in accordance with Chapter 372 of the Texas Local Government Code, the City’s PID Policy and all other applicable laws;

WHEREAS, Developer submitted to the City a petition for the creation of a PID on October 23rd, 2020, and submitted an amended and restated PID petition on February 23rd, 2021;

WHEREAS, since the approval of the Original Development Agreement, (i) the City

Council approved PUD zoning for the Property pursuant to Ordinance No. 0-6-024-00 (the “PUD”), which was further amended pursuant to Ordinance No. 0-19-11-221-9B; and

WHEREAS, the City and the Developer desire to clarify the rights and obligations of the City and the Developer in the Original Development Agreement and to comply with applicable laws.

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

ARTICLE I. AUTHORITY; RECITALS

- 1.1 The City's execution of this Agreement constitutes a valid and binding obligation of the City in the event Developer complies with the conditions as stated herein.
- 1.2 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. TERM

This Agreement shall be effective immediately and continue until Developer completes all development of the Property as approved by City and shall expire 35 years after the date the City has issued the last Certificates of Occupancy for the Project, unless the Parties agree in writing to terminate it sooner.

ARTICLE III. PROJECT DESCRIPTION

3.1 Purpose. The "Project" means the construction of a residential subdivision by Developer on the Property as approved by City in the PUD and this Agreement, and pursuant to applicable permits and approvals issued by the City.

3.2 Modifications to Project. Developer has submitted, and the City has approved, the amended PUD, which modified certain land use standards. The Project shall have the mixture of lot types and the development standards as shown in the PUD, and development of the project shall conform to the standards described therein.

ARTICLE IV.
RIGHTS AND OBLIGATIONS OF THE DEVELOPER

4.1 The Developer dedicated the easement for the wastewater line and has compensated the City for the costs of connection to the lift station and force main.

4.2 Developer will have the right to 1100 LUEs of water and wastewater service to the Property from the City. To the extent the City has additional water and wastewater capacity, Developer shall have the right to obtain additional LUEs, if needed, for any school site located within the Property.

4.3 The Developer has submitted an application for a waiver of the City's transportation impact fee Ordinance No. 0 -18-07-19-9A in compliance with the City's Unified Development Code. The requested waiver is hereby approved as of the Amendment Effective Date, so long as Developer complies with the approved updated Traffic Impact Analysis ("TIA"), including the payment of any necessary payments required by the TIA.

4.4 Developer shall pay all applicable development fees, including but not limited to the City's inspection, permit, capital recovery and other development related fees when Developer makes application for permits or as required for permit approval.

4.5 Developer shall comply with all federal, state, and local laws, regulations, and ordinances.

4.6 Public Improvement District. The City has received an amended petition to create a PID. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to consider creation of a PID, and to levy assessments to finance the costs of all or a portion of the Public Improvements. If the City approves a Service and Assessment Plan ("SAP") providing for the levy of the assessments on the Property, the City will consider levying special PID assessments against the Property with an Assessment Ordinance based on the approved SAP. The final terms of the PID, SAP, levy, and all other required documents are subject to the approval of both the City and the Developer, if applicable. To the extent that the City is in a non-recourse position on any debt, the City will support the creation of the Public Improvement District in accordance with the City's PID Policy for the purposes of paying for public infrastructure to support the Project. However, in no way will the City be responsible for the debt of the Developer. The City will reimburse eligible Project Costs as defined in the Texas Local Government Code, Chapter 372, Section 372.003, which are deemed substantially complete by the City Engineer for public improvement infrastructure in accordance with all applicable laws, with funds received by the City from the initiation of a PID assessment. As required by Texas Local Government Code Chapter 372 the City shall use PID assessments, if the PID is formed and assessments levied, to reimburse the Developer for Project Costs expended on infrastructure that may be dedicated to the City prior to such assessment levy. Such reimbursement shall be outlined in a future Reimbursement Agreement between the Parties to reflect specific reimbursement amounts, and in no event shall the City be obligated to reimburse any eligible Project Costs from any other source of funds other than PID assessments, or bonds that are secured by such PID assessments. Any bonds issued for the PID must comply with the City's PID Policy and are subject to all applicable laws. The City, other than as described in the applicable PID Bond ordinance, is in no way responsible for repayment of debt

on such bonds. If the City issues PID Bonds, the City will pay for the costs of Public Improvements from revenues to be generated by the levy and collection of assessments within the PID.

4.7 City PID Fee: Lennar agrees to pay to the City the City PID Fee on a per residential-lot, Improvement Area by Improvement Area basis as set forth in this section. The total City PID Fee for each Improvement Area shall be based on the number of residential lots included within the applicable Improvement Area of the Project in which PID Bonds have been requested by Lennar, and/or Assessments have been levied, as applicable. If PID Bonds for a particular Improvement Area are issued by the City, the City PID Fee will be payable for that Improvement Area within 10 calendar days of the closing and delivery of PID Bonds for that Improvement Area.

If Lennar requests PID Bonds for a particular Improvement Area and (a) all conditions for issuance under this Agreement and the applicable PID financing agreement have been met and (b) Lennar is in compliance with this Agreement, but PID Bonds are not issued solely due to the City's refusal to issue such PID Bonds, the City PID Fee for that Improvement Area will be payable in installments at the same time and in the same ratio as Lennar is reimbursed for eligible PID Projects Cost from Assessments, such that Lennar receives its final reimbursement contemporaneously with the City's receipt of the final installment of the City PID Fee. If PID Bonds for a particular Improvement Area are not issued because Lennar did not request PID Bonds to be issued, the City PID Fee for that Improvement Area will be payable to the City upon approval of the Final Plat for such Improvement Area. If Lennar requests PID Bonds to be issued for a particular Improvement Area, but PID Bonds are not issued because (a) all conditions for issuance applicable to Lennar have not been met or (b) Lennar is in material default under this Agreement, the City PID Fee for that Improvement Area will be payable to the City upon approval of the Final Plat for such Improvement Area. The dollar amount of the City PID Fee shall not be reduced or increased regardless of whether any PID Bond Proceeds for the particular Improvement Area(s) are less than or more than the estimated amount indicated in Exhibit "C" attached hereto. City PID Fees received by the City shall be deposited into a City PID Fee Account of the City and used only to pay excess capital expenditures that would otherwise qualify for tax exempt financing.

As described herein, "PID Bonds" shall mean bonds issued by the City, for the purposes of funding Public Improvements within a given Improvement Area, as may be further defined in a PID financing agreement, "City PID Fee" means a one-time fee of \$2,034.59 per residential lot to be paid by the Owner to the City in accordance with this Section 4.7, "City PID Fee Account" means the separate fund or account established by the City, separate from funds held under the Indenture, for which all City PID Fees paid by Lennar shall be deposited as described in this Section 4.7 and from which excess costs of Public Improvements may be paid, and "Improvement Area" shall have the meaning given in the applicable PID financing agreement.

4.8 School Site. Developer shall designate a future Hutto ISD school site, depicted on Exhibit "B" attached hereto, to be sold to the Hutto ISD; provided, however, if Hutto ISD and Developer are unable to reach an agreement for the sale of a school site after using commercially reasonable efforts to reach an agreement within five (5) years from the Amendment Effective Date, then Developer shall be released from its obligation to sell a school site to Hutto ISD. Developer shall negotiate in good faith to reach a mutually acceptable agreement with Hutto ISD for the sale of the school site.

4.9 Multi-Purpose Fields. The Developer shall dedicate, at minimum, 8 acres of open space suitable for the purpose of multi-purpose fields to the City or to the Hutto Parks Foundation, generally located as shown on Exhibit "B" attached hereto. If the City or Hutto Parks Foundation

does not accept such conveyance within five (5) years of the Amendment Effective Date, the Developer shall be released from its obligations under this section and may develop the area consistent with the PUD. The land dedicated under this section shall be credited towards any open space or parkland requirements of the City.

ARTICLE V. CITY COVENANTS

5.1 Approval of Permits. City shall approve such permits as required for the Project, in accordance with all applicable laws.

5.2 Wastewater and Water Capacity. City shall reserve necessary water and wastewater capacity equivalent to 1100 (LUEs) to meet the Project's needs, subject to City approvals of permits as described in Section 5.1 above. To the extent the City has additional wastewater capacity, the city shall grant additional LUEs if needed for any school site located within the Property.

ARTICLE VI. INSURANCE, CLAIMS, INDEMNIFICATION, PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

6.1 Insurance.

- (a) General. Developer and all contractors, subcontractors, engineers, and consultants shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies:
 - (i) Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers' liability of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Infrastructure as defined in Paragraph 10.
 - (ii) Automobile Liability Insurance for all owned, non-owned, and hired motor vehicles used, with respect to the Property or the Project in a minimum amount of \$1,000,000, combined single limit.
 - (iii) Commercial General Liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and/or property damage, with a minimum aggregate of \$1,000,000 and blanket contractual coverage, independent

contractors' coverage and explosion, collapse, and underground (X, C & U) coverage.

- (iv) For contractors/subcontractors providing professional engineering, architectural or design services under this Agreement, Engineers' Professional Liability Insurance or other errors and omissions insurance coverage for the non-engineer professionals with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of submission to City for approval of permits for construction of any phase of the Project. The insurance will be renewed or extended as necessary to remain in force as for claims made for two (2) years after final acceptance of the Project by the City.
- (v) For work that involves asbestos or any Hazardous Materials or risk of air, water or soil pollution, the following will be in addition to the other insurance required hereunder:
 - a. Asbestos abatement endorsement or pollution coverage to the Commercial General Liability policy with minimum bodily injury and Property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy cannot exclude asbestos or any Hazardous Materials or pollution and shall provide "occurrence" coverage without a sunset clause.
 - b. Pollution coverage in accordance with Title 49 C.F.R. § 171.8 requiring an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy that provides coverage for bodily injury and Property damage arising out of the transportation of asbestos or other Hazardous Materials. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.
 - c. "Hazardous Materials" means any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any applicable restrictive covenants, service extension requests, zoning ordinances, and building codes; access, health, safety, environmental, and natural

resource protection laws and regulations and all other applicable federal, state, and local laws, statutes, ordinances, rules, design criteria, regulations, orders, determinations and court decisions or common law, as "hazardous substance," "hazardous material," "hazardous waste," "acutely hazardous", "extremely hazardous waste," infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended).

- (b) The insurance required under this subsection 7.1(a)(v) will only be required for the entity that is actually performing work involving asbestos or any Hazardous Materials or risk of air, water or soil pollution. For example, if Developer's contractor (instead of Developer) is performing such work, the contractor, not Developer, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the commencement of each phase of construction if that phase will include work involving asbestos or any Hazardous Materials or risk of air, water or soil pollution.
- (c) Certificates of Insurance and Insurance Policy Documents. Certificates of Insurance will not be accepted as substitutes for copies of Insurance Policy Documents. The term "Insurance Policy Documents" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.
- (d) Special Requirements. Developer shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Amendment. With respect to subsections 11.1(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing by the City. Additionally, with respect to subsections 11.1(a)(i), (ii) and (iii), all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage. The City will be an additional insured as its interests may appear on the Commercial General and Automobile Liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. Developer shall submit copies of all insurance policies to the City providing evidence of insurance coverage required by this Amendment on or before the commencement of the Project.

except that asbestos, Hazardous Waste, pollution, and professional engineers and other errors and omissions policy documents need not be provided until those covered by such insurance commence work on the Project or as otherwise provided in this Amendment. The production of copies of all policies to be promptly supplemented with delivery to the City of copies of any and all changed or new Insurance Policy Documents. Developer will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance Policy Documents evidencing the insurance coverages required hereunder.

- (e) Additional Insured. All endorsements, waivers, and notices of cancellation as well as the policies of commercial general liability and automobile insurance shall provide that City is an additional insured and will be delivered to the City as provided in the Notices Section of this Amendment or such other address as the City may notify Developer in writing.
- (f) Cost. Developer shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by Developer (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of Developer under this Agreement.

6.2 INDEMNIFICATION AND HOLD HARMLESS

HUTTO 372 AND LENNAR, SEPARATELY AND INDEPENDENTLY, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THEIR NEGLIGENCE OR OTHER WRONGFUL CONDUCT, INCLUDING THE NEGLIGENCE OF HUTTO 372 OR LENNAR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY INFRASTRUCTURE WITHIN THE PROJECT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. NEITHER HUTTO 372 NOR LENNAR SHALL, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF EITHER HUTTO 372 OR LENNAR AND THE CITY, HUTTO 372 OR LENNAR'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO HUTTO 372 OR LENNAR'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 11.2 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT HUTTO 372 AND LENNAR'S OBLIGATIONS UNDER THIS

SECTION ARE WITH REGARD TO THEIR OWN ACTIONS OR CONDUCT, AND NEITHER HUTTO 372 NOR LENNAR SHALL BE OBLIGATED UNDER THIS SECTION FOR THE CONDUCT OF THE OTHER.

6.3 Claims and Release

(a) Claims. If the City notifies Developer of any Claim, Developer shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Developer but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such Claim involves Developer and the City and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Developer, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and Developer shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel.

(b) Release. Other than to the extent caused by a City Event of Default, Developer hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, the Corporation or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

6.4 Performance, Payment, and Maintenance Bond. Developer or Developer's contractor 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 prior to acceptance of public improvements by the City that benefit the Project, Developer or Developer's contractor shall provide a two (2) year maintenance bond.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Developer

A. Hutto 372

(i). Authorization. Hutto 372 is duly organized Texas limited partnership, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Agreement.

(ii). Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Hutto 372 is a party or by which Hutto 372 may be bound.

(ii). Execution. The execution and delivery by Hutto 372 of, and Hutto 372's performance under, this Agreement are within Hutto 372's powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of Hutto 372 has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Hutto 372 enforceable in accordance with its terms.

(iv). Litigation. Hutto 372 has not received written notice and has no actual knowledge of any litigation pending or threatened against Hutto 372 that might adversely affect the Property or the Project or Hutto 372's ability to perform its obligations under this Agreement.

B. Lennar

(i). Authorization. Lennar is duly organized Texas limited partnership, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Agreement.

(ii). Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Lennar is a party or by which Lennar may be bound.

(ii). Execution. The execution and delivery by Lennar of, and Lennar's performance under, this Agreement are within Lennar's powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of Lennar has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Lennar enforceable in accordance with its terms.

(iv). Litigation. Lennar has not received written notice and has no actual knowledge of any litigation pending or threatened against Lennar that might adversely affect the Property or the Project or Lennar's ability to perform its obligations under this Agreement.

7.2 Representations and Warranties of City

A. 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.

B. 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.

C. 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 the 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.

**ARTICLE VIII.
DEFAULTS; REMEDIES; TERMINATION**

8.1 No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event more than ten (10) business days for a monetary default, or (b) less than 30 days or more than 90 days after written notice of the alleged failure has been given for a non-monetary default. In addition, no Party shall be in default under this Agreement if, within the applicable cure period for a non-monetary default, the Party to whom the notice was given, or another Party begins

performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

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

- A. entitle the aggrieved Party to terminate this Agreement; or
- B. adversely affect or impair the current or future obligations of the City to provide water or wastewater service or any other service to the Property; or
- C. entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or
- D. reduce the term of this Agreement.

8.3 In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, each party in such legal action shall pay its own attorneys' fees and expenses incurred by reason of such action.

8.4 Default by one Developer (i.e. Hutto 372 or Lennar) shall not be considered a default by the other Developer.

ARTICLE IX. MISCELLANEOUS

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

9.2 Undocumented Workers. The Developer certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Developer is convicted of a violation under 8 U.S.C. § 1324a(f), the Developer shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

9.3 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

9.4 Assignment.

A. Developer may assign this Agreement from time to time to any party that:

- (i) does not owe delinquent taxes or fees to the City,
- (ii) is not in material default (beyond any applicable notice and cure period) under any development or financing agreement with the City and
- (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Developer shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements described above, the City shall provide written notice of such objections to the Developer within ten (10) days of receiving the assignment notice from Developer. Developer will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Developer and the City; provided, however, the City shall not unreasonably withhold Developer's release from its obligations under this Agreement.

B. Upon any such assignment, Developer shall be deemed to be automatically released of any obligations under this Agreement.

C. Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

D. The Parties agree that as development on the Project progresses, Hutto 372 shall convey the remaining parcels of land within the Property it owns to Lennar, and upon the closing of such conveyance, shall automatically assign all its rights, duties, and obligations in this Agreement to Lennar and Hutto 372 shall be released from its obligations under this Agreement. Lennar shall notify the City within ten (10) days of such closing. The City hereby waives any objection to such assignment between Hutto 372 and Lennar.

9.5 Amendment.

A. Subject to subsection 9.5B below, this Agreement may be amended only by the mutual written agreement of the Parties. A successor of portions of the Property (such as a purchaser of a lot within the subdivision) does not make such successor a "Party." Developer's rights under this Agreement must be specifically assigned to a successor in order for such successor to be a "Party."

B. This Agreement may be amended with the City by one Developer without the consent of the other Developer if such amendment does not affect land within the Property owned by the other Developer and/or the rights and obligations of the City. The Developer who is not a party to such amendment shall receive written notice of such amendment from the Developer who is a party to such amendment within ten (10) days of approval of the amendment. Hutto 372 is not affected by this new terms added in Second Amended and Restated Development Agreement, and therefore is not required to be a party to this amendment and restatement, but is still bound by the terms of the Original Agreement.

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

With a required copy to: Steve Metcalfe
221 W. 6th Street, Ste. 1300
Austin, Texas 78701
Phone: 512-404-2209
Email: Smetcalfe@MWSWTexas.com

9.8 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.

9.9 Applicable Law

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

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

9.11 Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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

9.13 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 responsible for any liability arising under or related to this Agreement. Developer is to be compensated, reimbursed, and paid any damages solely from special assessments or bond funds. This Agreement imposes no personal liability upon the City, any of its officers, employees, or agents.

9.14 Approval by the parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by either of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned, or delayed.

9.15 Time. Time is of the essence of this Agreement. In computing the number of days in a time period all days will be counted excluding the day of the event that triggers the period, 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.

9.16 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any non-party other than as to insurance, indemnity, defense, and hold harmless.

9.17 Survival. In addition to any provisions for survival of provisions of and obligations under this Agreement elsewhere in this Agreement, the following sections and provisions survive any expiration, termination, or rescission of this Agreement:

-Indemnity

-Insurance coverage for covered risks during the Term of this Agreement.

-Coverage of any bonds, letters of credit, and third-party guarantees issued in accordance with this Agreement
-Representations and warranties of the parties.

9.18 Boycotts/Foreign Business Engagements.

A. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

B. The Developer represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

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

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

- E. Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

9.19 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 District. 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. The City acknowledges that Lennar is not obligated to file a Disclosure of Interested Parties because Lennar is publicly traded, and the City will not request any such filing from Lennar.

9.20 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the parties, the City and Developer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at such time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.

9.21 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

9.22 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "Event of Force Majeure"). An Event of Force Majeure for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm, pandemics or similar occurrences; orders or acts of military or civil authority; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay; unusual weather events; a recession; and unusual delays in obtaining City approvals of plats, permits, or other development approvals required to construct and operate the Project. For purpose of this provision, a "recession" shall mean a recession consisting of two (2) consecutive quarters of negative economic growth as measured by the gross domestic product for the Dallas-

Fort Worth metropolitan area according to the U.S. Department of Commerce, Bureau of Economic Analysis. Except as otherwise expressly provided herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any Event of Force Majeure.

9.23 No Joint Venture; Independent Contractor. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project. Developer is an independent contractor with respect to the Project and is not serving as the employee or agent of the City. Each of Developer and the City has sole authority and responsibility to employ, discharge and otherwise control its own employees, and the respective employees of Developer and the City are not, and shall not be deemed to be, employees of the other. Neither party has the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party.

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

9.25 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

9.26 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all Persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

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

Exhibit "A": Property Description and Depiction

Exhibit "B": Concept Plan

Exhibit "C": City PID Fee

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all to be effective as of the date first above written.

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

By: _____
_____, City Manager
City of Hutto, Texas
Date: _____

ATTEST:

By: _____
Holly Nagy
City Secretary
City of Hutto

Date: _____

DEVELOPER

**Lennar Homes of Texas Land and
Construction, Ltd.**

a Texas limited partnership

By: Lennar Texas Holding Company
a Texas corporation
Its: General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2021, by _____, as _____ of Lennar Texas Holding Company, a Texas corporation, as general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said entities.

[Seal]

Notary Public ★ State of Texas

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT _____

Takedown 1- 9.487 Acre Tract
Meadows at Cottonwood Creek, Phase One

LEGAL DESCRIPTION

FIELD NOTES FOR A 9.487 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; CONSISTING OF THE EXISTING RIGHT-OF-WAY OF BRANSON BOULEVARD (ROW ~ 90') AND LOT 1, BLOCK "A" AS SHOWN ON THE PLAT OF MEADOWS AT COTTONWOOD CREEK, PHASE ONE, AS RECORDED IN DOCUMENT NUMBER 2009067576 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 9.487 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BASELINE INC" found on the south right-of-way line of County Road 199 (R.O.W. ~ varies) no reference found, at the most northerly northeast corner of the remainder of 367.15 acre tract of land (Exhibit "A") as conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297, and 2003097298, all recorded in the Official Public Records of Williamson County, Texas, at the northwest corner of said Branson Boulevard, the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 82°20'52" E, coincident with the south right-of-way line of said County Road 199 and the north right-of-way line of said Branson Boulevard, a distance of 54.98 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west right-of-way line of County Road 132 (ROW ~ Varies), no reference found, at the northeast corner of the right-of-way of said Branson Boulevard, the northeast corner of the herein described tract;

THENCE, departing said south right-of-way line of County Road 199, coincident with said west right-of-way line of County Road 132, same being the east right-of-way line of said Branson Boulevard, the following three (3) courses:

- 1) S 07°35'33" W, a distance of 609.30 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) S 08°57'58" W, a distance of 29.75 feet to a 5/8-inch iron rod found, a re-entrant corner of the herein described tract;
- 3) S 81°13'49" E, a distance of 20.77 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the northwest corner of a called 50 acre tract of land conveyed to Leschber Investment, LP in the Special Warranty Deed recorded in Document Number 2010007504 of the Official Public Records of Williamson County, Texas, an easterly corner of the herein described tract;

THENCE, S 07°57'27" W, coincident with the east right-of-way line of Branson Boulevard and the west line of said 50 acre tract, passing at a distance of 2,477.07 feet the southwest corner of said 50 acre tract, same being the northwest corner of a called 4.855 acre tract of land conveyed to Audrey Evans in Document Number 2010004677 of the Official Public Records of Williamson County, Texas, and continuing coincident with the east right-of-way line of Branson Boulevard and the west line of said 4.855 acre tract, a total distance of 2,675.76 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common westerly corner of the 4.855 acre tract and Lot 1, Block "A" as shown on the aforementioned subdivision plat of Meadows at Cottonwood Creek, Phase One, being a point of curvature of said right-of-way line and an angle point of the herein described tract;

Page 1 of 4

G:\TXC\PROJECTS\LENNAR\6104-00-COTTONWOOD_PRELIM\06_SURVEY\04_FINALS\MB\6104-00 TAKEDOWN 1-BRANSON BLVD ROW & LOT 1-M&B-PRELIM.DOCX

THENCE, in an easterly direction coincident with the common line of said Lot 1 and the 4.855 acre tract, the following three (3) courses;

- 1) S 26°27'39" E, a distance of 238.46 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) S 82°12'22" W, a distance of 270.89 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) N 52°49'21" E, a distance of 84.62 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found on the easterly line of the remainder of a called 5.57 acre tract of land (Exhibit "B") as described in Document Numbers 2003097296, 2003097297, and 2003097298 of the Official Public Records of Williamson County, Texas, at the most easterly corner of Lot 1, the most easterly corner of the herein described tract

THENCE, S 46°27'34" W, coincident with the common line of the remainder of said 5.57 acre tract and said Lot 1, passing at a distance of 76.59 feet the common corner of the remainder of the 5.57 acre tract and the remainder of the 367.15 acre tract and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Lot 1, passing at a distance of 532.25 feet the common corner of Lot 1 and the most easterly corner of the right-of-way line of said Branson Boulevard and continuing coincident with the common line of the remainder of the 367.15 acre tract and the terminal end of the right-of-way line of Branson Boulevard, a total distance of 631.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the south corner of said right-of-way line, the south corner of the herein described tract;

THENCE, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and the west right-of-way line of Branson Boulevard the following eight (8) courses;

- 1) N 18°35'56" W, a distance of 57.25 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 2) Curving to the right, having a radius of 1,295.00 feet, an arc distance of 600.23 feet, a central angle of 26°33'23", a chord bearing of N 05°19'14" W, and a chord distance of 594.87 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 3) N 07°57'27" E, a distance of 2,675.72 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, a point of curvature of the herein described tract;
- 4) Curving to the right, having a radius of 1,545.00 feet, an arc distance of 173.21 feet, a central angle of 06°25'24", a chord bearing of N 11°10'09" E, and a chord distance of 173.12 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 5) N 14°22'51" E, a distance of 130.41 feet to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;

- 6) Curving to the left, having a radius of 1,955.00 feet, an arc distance of 231.22 feet, a central angle of $06^{\circ}46'35''$, a chord bearing of $N 10^{\circ}59'34'' E$, and a chord distance of 231.08 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 7) $N 07^{\circ}36'16'' E$, a distance of 81.03 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found, a point of curvature of the herein described tract;
- 8) Curving to the left, having a radius of 25.00 feet, an arc distance of 39.25 feet, a central angle of $89^{\circ}57'08''$, a chord bearing of $N 37^{\circ}22'18'' W$, and a chord distance of 35.34 feet to the POINT OF BEGINNING and containing 9.487 acres of land, more or less.

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



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

Date

10/16/19



Client: Lennar
Date: October 16, 2019
Job No: 6104-00

EXHIBIT _____

Lennar-46.713 Acre Tract
ALTA/NSPS Land Title Survey

LEGAL DESCRIPTION

FIELD NOTES FOR A 46.713 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS; BEING A CALLED 46.2 ACRE TRACT OF LAND WITH 17% INTEREST CONVEYED UNTO MYRON THOMAS JOHNSTON, II IN DOCUMENT NUMBER 2011057142 AND A CALLED 46.14 ACRE TRACT OF LAND WITH A 5/6 INTEREST CONVEYED UNTO LESCHBER INVESTMENTS, LP IN DOCUMENT NUMBER 2010007503, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 46.713 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of County Road 199 (R.O.W. Varies) no reference found, at the common corner of said 46.2 acre tract and a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in Document Number 2018105406, Official Public Records of Williamson County Texas and the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 81°07'22" E, coincident with the common line of the 46.2 acre tract and said south right-of-way line, a distance of 781.88 feet (Record S 79°03'00" E, 764.04 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 46.2 acre tract and the remainder of a 367.15 acre tract of land (Exhibit "A") conveyed unto Hutto 372, LTD in Document Numbers 2003097296, 2003097297 and 2003097298, all recorded in Official Public Records of Williamson County, Texas, the northeast corner of the 46.2 acre tract and the herein described tract, from which a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south right-of-way line of said County Road 199, at the northwest end of the curve return from the west right-of-way line of Branson Boulevard as shown in Document Number 2009067576, Official Public Records of Williamson County, Texas bears S 82°20'52" E, a distance of 722.73 feet;

THENCE, S 07°42'37" W, departing said common line coincident with the common line of the 46.2 acre tract and the remainder of said 367.15 acre tract, a distance of 2603.60 feet (Record S 10°00'00" W, 2,598.44 feet) to a 1/2-inch iron rod (bent) found at the common corner of the 46.2 acre tract and the remainder of the 367.15 acre tract, the southeast corner of the herein described tract;

THENCE, N 80°26'51" W, continuing coincident with said common line, a distance of 784.53 feet (Record N 79°30'00" W, 781.39 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the east line of the aforementioned 167.461 acre tract at the common corner of the 46.2 acre tract and the remainder of the 367.15 acre, the southwest corner of the herein described tract, from which a 5/8"-inch iron rod found at an angle point in the east line of the 167.461 acre tract bears S 07°45'48" W, a distance of 1,563.00 feet;

THENCE, N 07°45'48" E, coincident with the common line of the 46.2 acre tract and said 167.461 acre tract, a distance of 2594.31 feet (Record N 10°23'00" E, 2,604.35 feet) to the POINT OF BEGINNING and containing 46.713 acres of land more or less.

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



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



Client: Lennar
Date: August 29, 2019
Job No: 6104-00

EXHIBIT _____

Lennar-314.112 Acre Tract
ALTA/NSPS Land Title Survey

LEGAL DESCRIPTION

FIELD NOTES FOR A 314.112 ACRE TRACT OF LAND OUT OF THE WILLIAM GATLIN SURVEY ABSTRACT NO. 271 AND THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS; BEING THE REMAINING PORTION OF A CALLED 367.15 ACRE TRACT OF LAND (EXHIBIT "A") AND THE REMAINING PORTION OF A 5.57 ACRE TRACT OF LAND (EXHIBIT "B") AS CONVEYED UNTO HUTTO 372, LTD IN DOCUMENT NUMBERS 2003097296, 2003097297 AND 2003097298 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 314.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamped "Baseline Inc." found on the south line of a called 87.81 acre tract of land conveyed unto Larry W. Leschber in Volume 2430, Page 332, Official Public Records of Williamson County Texas at the northwest corner of a called 143.5 acre tract of land conveyed unto LPL Investments, LP in Document Number 2010007498, Official Public Records of Williamson County Texas, an easterly corner of the remainder of said 367.15 acre tract and the **POINT OF BEGINNING** of the herein described tract;

THENCE, S 07°51'01" W, coincident with the common line of said 143.5 acre tract and the remainder of the 367.15 acre tract, a distance of 3370.40 feet (Record S 10°48'00" W, 3,369.65 feet) to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the remainder of the 367.15 acre tract and a called 45.77 acre tract of land (Tract 2) conveyed unto Swindoll Investments, LP in Document Number 2008093458, Official Public Records of Williamson County Texas, an easterly corner of the herein described tract;

THENCE, N 82°47'03" W, coincident with the common line of the remainder of the 367.15 acre tract, said 45.77 acre tract and a 34.17 acre tract of land (Tract 3) conveyed unto Swindoll Investments, LP in said Document Number 2008093458, a distance of 848.98 feet (Record N 79°53' W, 848.80 feet) to a 5/8-inch iron rod found, a corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°41'41" E, coincident with the common line of the 367.15 acre tract and said 34.17 acre tract, a distance of 516.58 feet (Record N 10°38' E, 516.45 feet) to a 5/8-inch iron rod found (disturbed) at the most northeasterly corner of the 34.17 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°32'58" W, continuing coincident with said common line a distance of 185.35 feet (Record N 79°37'30" W, 185.35 feet) to a 1/2-inch iron rod with cap stamped "BASELINE INC." found at the common corner of the 34.17 acre tract and a called 28.435 acre tract of land (Tract B) conveyed unto Claudia Ann Crislip in Document Number 2018083501, Official Public Records of Williamson County Texas, and angle point of the remainder of the 367.15 acre tract and the herein described tract ;

THENCE, N 82°47'28" W, coincident with the common line of the remainder of the 367.15 acre tract and said 28.435 acre tract, a distance of 385.56 feet (Record N 79°52' W, 385.56 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 28.435 acre tract and the remainder of a called 50.00 acre tract of land (Tract A) as conveyed unto Claudia Ann Crislip in said Document Number 2018083501, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°44'28" W, coincident with the common line of the remainder of the 367.15 acre tract and the remainder of the 50.00 acre tract, a distance of 717.71 feet (Record N 79°49' W, 717.56 feet) to a 5/8-inch iron rod found (disturbed) at the northwest corner of the remainder of the said 50.00 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, S 07°38'02" W, coincident with the common line of the remainder of the 367.15 acre tract and the remainder of the 50.00 acre tract, a distance of 2,275.38 feet (Record S 10°33'30" W, 2,275.32 feet) to a 5/8-inch iron rod found at the southwest corner of the remainder of the 50.00 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, S 82°52'10" E, continuing coincident with said common line, a distance of 89.67 feet (Record S 79°20'30" E, 88.93 feet) to a 5/8-inch iron rod found at the northwest corner of a 1.54 acre tract of land (Tract C) conveyed unto Claudia Ann Crislip in said Document Number 2018083501, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, in a southeasterly direction, coincident with the common line of the remainder of the 367.15 acre tract and said 1.54 acre tract the following four (4) courses;

- 1) S 30°02'22" E, a distance of 303.35 feet (Record S 27°20' E, 303.05 feet) to a 5/8-inch iron rod found, an angle point of the herein described tract;
- 2) S 08°06'32" W, a distance of 47.67 feet (Record S 11°02' W, 47.67 feet) to a 5/8-inch iron rod found, an angle point of the herein described tract;
- 3) S 24°41'28" E, a distance of 97.74 feet (Record S 21°46' E, 97.74 feet) to a 5/8-inch iron rod found, an angle point of the herein described tract;
- 4) S 05°33'25" W, a distance of 132.75 feet (Record N 08°23' 30" W, 132.90 feet) to a 1/2-inch iron rod found on the north line of the remainder of a called 41 acre tract of land (Tract 3) as conveyed unto Wallin Farm and Ranch Partnership, LTD. in Document Number 2004043044, Official Public Records of Williamson County, Texas, the southwest corner of the 1.54 acre tract and the southeast corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°40'21" W, coincident with the common line of the remainder of the 367.15 acre tract and said remainder of the 41 acre tract, a distance of 882.65 feet (Record N 79°45'00" W, 882.21 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 82°25'26" W, continuing coincident with said line, a distance of 222.64 feet (Record N 79°14'30" W, 222.64 feet) to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" at the southeast corner of Glenwood, Phase 4B Final Plat as shown in Document Number 2007051616, Official Public Records of Williamson County Texas, the southwest corner of the 367.15 acre tract and the herein described tract;

THENCE, departing said common line, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood, Phase 4B Final Plat the following eight (8) courses;

- 1) N 47°40'09" E, passing at a distance of 215.64 feet a 1/2-inch iron rod found at the common corner of Lot 5 and Lot 6, said Glenwood, Phase 4B and continuing a total distance of 393.88 feet (Record N 50°08'25" E, 393.88 feet) to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEY", an angle point of the herein describe tract;
- 2) N 09°52'12" W, a distance of 402.95 feet (Record N 07°23'56" W, 402.86 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) N 08°21'28" E, passing a distance of 184.17 feet to a 1/2-inch iron rod found at the common corner of the right-of-way of Fishbaugh Lane (R.O.W. ~ 60') as shown on said plat of Glenwood, Phase 4B and Lot 1A, Amending Plat of Lot 14, Block C, Glenwood, Phase 4A And Lot 1, Block C, Glenwood, Phase 4B as recorded in Document Number 2008041948, Official Public Records of Williamson County Texas, and continuing coincident with the common line of the 367.15 acre tract and said Amending Plat a total distance of 618.28 feet (Record N 10°49'44" E, 618.14 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 4) N 23°37'35" W, a distance of 253.00 feet (Record N 21°09'19" W, 252.94 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 5) N 37°47'11" W, passing at a distance of 130.91 feet a 1/2-inch iron rod with a cap (not readable) found at the common corner of said Amending Plat and said Glenwood, Phase 4B Final Plat and continuing coincident with the common of the remainder of the 367.15 acre tract and said Glenwood Phase 4 Final Plat, a total distance of 300.83 feet (Record N 35°18'55" W, 300.76 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 6) N 36°44'56" E, a distance of 33.82 feet (Record N 39°13'12" E, 33.81 feet) to a 1/2-inch iron rod with a cap stamped "VARA LAND SURVEYING" found (disturbed), an angle point of the herein described tract;
- 7) N 09°45'43" E, a distance of 105.17 feet (Record N 12°13'59" E, 105.15 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;

- 8) N 03°49'57" W, a distance of 80.55 feet (Record N 01°21'41" W, 80.12 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, at the common corner of said Glenwood, Phase 4B Final Plat and Glenwood Subdivision Phase 2A recorded in Document Number 2005009450, Official Public Records of Williamson County, Texas, an angle point of the herein described tract;

THENCE, N 68°36'49" E, coincident with the common line of the remainder of the 367.15 acre tract and said Glenwood Subdivision Phase 2A, passing at a distance of 130.56 feet a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found at the common corner of said Glenwood Subdivision Phase 2A and Final Subdivision Plat of Glenwood, Phase 5 recorded in Document Number 2015064417, Official Public Records of Williamson County, Texas and continuing coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5, a total distance of 131.68 feet (Record N 71°05'48" E, 131.68 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;

THENCE, in a northerly direction, coincident with the common line of the remainder of the 367.15 acre tract and said Final Subdivision Plat of Glenwood, Phase 5 the following nine (9) courses;

- 1) N 35°27'01" E, a distance of 261.78 feet (Record N 37°56'07" E, 261.78 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 2) N 18°05'26" E, a distance of 168.87 feet (Record N 20°34'32" E, 168.87 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 3) N 23°30'07" E, a distance of 193.50 feet (Record N 25°59'13" E, 193.50 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 4) N 12°03'26" E, a distance of 351.52 feet (Record N 14°32'32" E, 351.52 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 5) N 20°06'10" E, a distance of 239.67 feet (Record N 22°35'16" E, 239.67 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 6) N 09°10'51" E, a distance of 262.53 feet (Record N 11°39'57" E, 262.53 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 7) N 23°02'13" W, passing at a distance of 131.52 feet a 1/2-inch iron rod with a cap (unreadable) found and continuing a total distance of 501.47 feet (Record N 20°33'07" W, 501.47 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 8) N 63°11'02" W, a distance of 263.49 feet (Record N 60°41'56" W, 263.49 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;

- 9) N 65°23'04" W, a distance of 103.10 feet (Record N 62°53'58" W, 103.10 feet) to a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found on the east line of a called 167.461 acre tract of land conveyed unto Meritage Homes of Texas, LLC in Document Number 2018105406, Official Public Records of Williamson County Texas, the most northerly corner of said Final Subdivision Plat of Glenwood, Phase 5, a westerly corner of the herein described tract;

THENCE, N 07°33'56" E, coincident with the common line of the 367.15 acre tract and said 167.461 acre tract a distance of 643.54 feet (Record N 07°33'56" E, 643.67 feet) to a 5/8-inch iron rod found, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°45'48" E, continuing coincident with said common line a distance of 1563.00 feet (Record N 10°38'30" E, 1,565.39 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southwest corner of a called 46.2 acre tract of land with 17% interest conveyed unto Myron Thomas Johnston, II in Document Number 2011057142 and a called 46.14 acre tract of land with a 5/6 interest conveyed unto Leschber Investments, LP in Document Number 2010007503, Official Public Records of Williamson County, Texas, a corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, S 80°26'51" E, coincident with the common line of the remainder of the 367.15 acre tract and said 46.2 acre tract a distance of 784.53 feet (Record S 77°21'00" E, 785.62 feet) to a 1/2-inch iron rod found (bent) for the southeast corner of said 46.2 acre tract, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 07°42'37" E, continuing coincident with said common line, a distance of 2603.60 feet (Record N 10°37'00" E, 2,602.65 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south right-of-way line of County Road 199 (R.O.W. Varies) no reference found, at the common corner of the remainder of the 367.15 acre tract and the 46.2 acre tract, the most northwesterly corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at the northwest corner of the 46.2 acre tract bears N 81°07'22" W, a distance of 781.88 feet;

THENCE, S 82°20'52" E, coincident with the common line of the remainder of the 367.15 acre tract and said south right-of-way line a distance of 722.73 feet (Record S 79°31'00" E, 722.73 feet) to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at the northwest end of the curve return from the west right-of-way line of Branson Boulevard as shown in Document Number 2009067576, Official Public Records of Williamson County, Texas, a point of curvature of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, curving to the right, coincident with said curve return, an arc distance of 39.25 feet, a radius of 25.00 feet, a central angle of 89°57'08" and a chord bearing of S 37°22'18" E, (Record S 37°22'37" E) and a chord distance of 35.34 feet to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at a point of tangency of the remainder of the 367.15 acre tract and the herein described tract;

THENCE in a southerly direction, coincident with the common line of the remainder of the 367.15 acre tract and the west right-of-way line of said Branson Boulevard the following seven (7) courses;

- 1) S 07°36'16" W, a distance of 81.03 feet (Record S 07°35'57" W, 81.02 feet) to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 2) Curving to the right, an arc distance of 231.22 feet, a radius of 1955.00 feet, a central angle of 06°46'35", a chord bearing of S 10°59'34" W, (Record S 10°59'15" W) and a chord distance of 231.08 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 3) S 14°22'51" W, a distance of 130.41 feet (Record S 14°22'32" W, 130.41 feet) to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 4) Curving to the left, an arc distance of 173.21 feet, a radius of 1545.00 feet, a central angle of 06°25'24", a chord bearing of S 11°10'09" W, (Record S 11°09'50" W) and a chord distance of 173.12 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, a point of tangency of the herein described tract;
- 5) S 07°57'27" W, a distance of 2,675.72 feet (Record S 07°57'08" E, 2,675.72 feet) to a 1/2-inch iron rod found (disturbed), a point of curvature of the herein described tract;
- 6) Curving to the left, an arc distance of 600.23 feet, a radius of 1295.00 feet, a central angle of 26°33'23", a chord bearing of S 05°19'14" E, (Record S 05°19'44" E) a chord distance of 594.87 feet to a 1/2-inch iron rod found (disturbed), a point of tangency of the herein described tract;
- 7) S 18°35'56" E, a distance of 57.25 feet (Record S 18°36'15" E, 57.25 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the south corner of said right-of-way, a re-entrant corner of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, N 46°27'34" E, coincident with the common line of the remainder of the 367.15 acre tract, the southeast end of said right-of-way and Lot 1, Block A, Meadows At Cottonwood Creek Phase One as shown on Document Number 2009067576, Official Public Records of Williamson County, Texas, a distance of 631.51 feet (Record N 46°27'15" E, 631.51 feet) to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found at angle point of a 4.855 acre tract of land conveyed unto Audrey Evans in Document Number 2010004677 and described in Document Number 2003097300 both recorded in the Official Public Records of Williamson County Texas, an angle point of the remainder of the 367.15 acre tract and the herein described tract;

THENCE, in a northeasterly direction, coincident with the common line of the remainder of the 367.15 acre tract and said 4.855 acre tract the following five (5) courses;

- 1) N 52°49'21" E, a distance of 19.89 feet (Record N 52°57'35" E, 20.26 feet) to a 1/2-inch iron rod with a cap stamped "BASELINE INC" found, an angle point of the herein described tract;

- 2) N 49°15'10" E, a distance of 102.08 feet (Record N 48°41'59" E, 101.22 feet) to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found, an angle point of the herein described tract;
- 3) N 38°02'42" E, a distance of 96.62 feet (Record N 38°03'07" E, 96.62 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, an angle point of the herein described tract;
- 4) N 37°41'23" E, a distance of 125.99 feet (Record N 37°41'48" E, 125.99 feet) to a 1/2-inch iron rod with a cap stamped "MCANGUS SURVEYING" found, an angle point of the herein described tract;
- 5) N 66°38'01" E, a distance of 102.61 feet (Record N 66°38'26" E, 102.61 feet) to a 1/2-inch iron rod with a cap stamped "BGE INC" set, on the south line of a called 50 acre tract (Third Tract) as conveyed unto Leschber Investments, LP in Document Number 2010007504, Official Public Records of Williamson County, Texas, an angle point of the herein described tract corner;

THENCE, S 82°13'58" E, coincident with the common line of the remainder of the 367.15 acre tract, said 50 acre tract, a called 43.34 acre tract of land conveyed unto Leschber Investments, LP in said Document Number 2010007504 and the aforementioned called 87.71 acre tract a distance of 1001.06 feet (Record S 79°15'00" E, 1,002.16 feet) to the **POINT OF BEGINNING** and containing 314.112 acres of land, more or less.

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



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



Client: Lennar
Date: August 29, 2019
Job No: 6104-00

EXHIBIT B
CONCEPT PLAN
[TO BE ATTACHED]

**EXHIBIT C
CITY PID FEE**

- **City PID Fee per SF Lot: \$2,034.59**
- **Improvement Area #1**
 - **Lots: 546 Residential Lots**
- **Improvement Area #2**
 - **Lots: 221 Residential Lots**
- **Improvement Area #3**
 - **Lots: 216 Residential Lots**

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-146 approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for "City of Hutto, Texas Special Assessment Revenue Bonds, Series 2021 (Cottonwood Creek Public Improvement District Improvement Area #1 Project).
Meeting: Thursday, September 16, 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 R-2021-148 of the City Council of the City of Hutto, Texas, consenting to the expansion of a Municipal Utility District to be known as Star Ranch Municipal Utility District No. 3 and the inclusion of approximately 29.93 acres of land, and annexation of approximately 29.93 acres of land, into the district; and providing an effective date.
Meeting: Thursday, September 16, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

Star Ranch Municipal Utility District is requesting the expand the existing MUD to provide service to the lots identified in the attached petition. While the property is within the city's wastewater CCN, it is not easily or readily serviceable at this time.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Notarized Petitions to Annex Land
2. PLAT
3. R-2021-148 Resolution Approving District No 3

**PETITION FOR CONSENT TO ANNEXATION OF LAND INTO, AND THE
PROVISION OF RETAIL WASTEWATER SERVICE TO SUCH LAND BY,
WILLIAMSON COUNTY WATER, SEWER, IRRIGATION, AND DRAINAGE
DISTRICT NO. 3**

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §
AND WILLIAMSON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

The undersigned (collectively, the "Petitioners") are the owner of the land located within the extraterritorial jurisdiction and wastewater certificate of convenience and necessity ("CCN") of the City of Hutto, Texas (the "City"), more fully described in the attached **Exhibit "A"** (the "Property").

Petitioners, by submission of this Petition, respectfully request that the City consent to the annexation of the Property into Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (the "District") and to the District's provision of retail wastewater service to the Property following such annexation.

WHEREFORE, Petitioners pray that this Petition be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting consent to the annexation of the Property into the District and authorizing the District to provide retail wastewater service to the Property following annexation of the Property into the District.

RESPECTFULLY SUBMITTED as of the 9th day of August, 2021.

* * *

[Signature Pages Follow.]

PETITIONERS (continued):

ALBERT J. DUBEC, JR. and **MARY DUBEC**, as to Lot 3

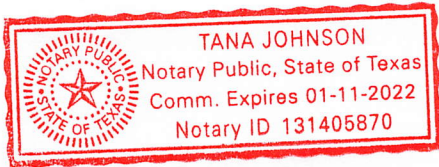
Albert J. Dubec Jr.
ALBERT J. DUBEC, JR.

Mary Dubec
MARY DUBEC

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 9th day of August, 2021,
by Albert J. Dubec, Jr.

(SEAL)

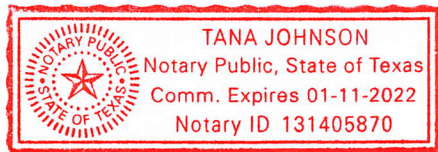


Tana Johnson
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 9th day of August, 2021,
by Mary Dubec.

(SEAL)



Tana Johnson
Notary Public, State of Texas

PETITIONERS (continued):

THOMAS G. TAIVALKOSKI and
JENNIFER L. THORNE, as to Lot 4

Tom Taivalkoski

THOMAS G. TAIVALKOSKI

Jennifer L. Thorne

JENNIFER L. THORNE

Michigan
THE STATE OF ~~TEXAS~~ §
§
COUNTY OF *Houghton* §

This instrument was acknowledged before me on the 9th day of August, 2021,
by Thomas G. Taivalkoski.

(SEAL)

Bonnie L. Hallstrom

Notary Public, State of Texas *Michigan*

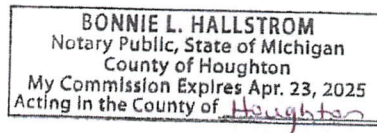
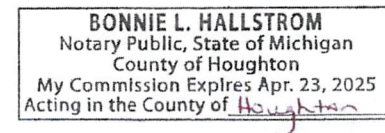
Michigan
THE STATE OF ~~TEXAS~~ §
§
COUNTY OF *Houghton* §

This instrument was acknowledged before me on the 9th day of August, 2021,
by Jennifer L. Thorne.

(SEAL)

Bonnie L. Hallstrom

Notary Public, State of Texas *Michigan*



PETITIONERS (continued):

JIMMY A. EHLER and SANDRA S. EHLER, as to Lot 6

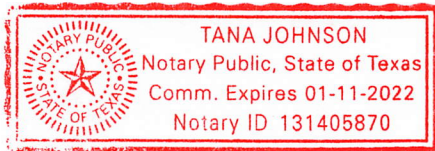
Jimmy A. Ehler
JIMMY A. EHLER

Sandra S. Ehler
SANDRA S. EHLER

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 9th day of August, 2021,
by Jimmy A. Ehler.

(SEAL)

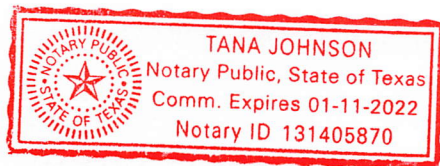


Tana Johnson
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 9th day of August, 2021,
by Sandra S. Ehler.

(SEAL)

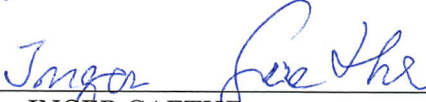


Tana Johnson
Notary Public, State of Texas

PETITIONERS (continued):

JOACHIM GAETHE and **INGER GAETHE**, as to Lot 7

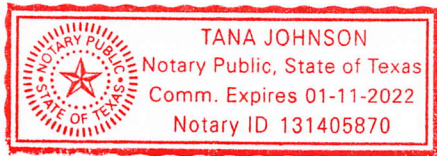

JOACHIM GAETHE

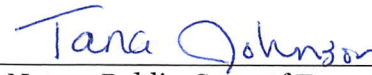

INGER GAETHE

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 9th day of August, 2021,
by Joachim Gaethe.

(SEAL)

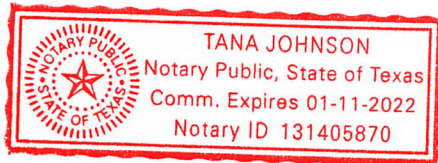



Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 9th day of August, 2021,
by Inger Gaethe.

(SEAL)




Notary Public, State of Texas

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Lots 2, 3, 4, 6, and 7, LARKSPUR, a subdivision in Travis and Williamson Counties, Texas, according to the map or plat thereof recorded in Volume 81, Pages 82-84, Plat Records of Travis County, Texas, and Cabinet E, Slide 23, Plat Records of Williamson County, Texas.

**PETITION FOR CONSENT TO ANNEXATION OF LAND INTO, AND THE
PROVISION OF RETAIL WASTEWATER SERVICE TO SUCH LAND BY,
WILLIAMSON COUNTY WATER, SEWER, IRRIGATION, AND DRAINAGE
DISTRICT NO. 3**

THE STATE OF TEXAS	§
	§
COUNTIES OF TRAVIS	§
AND WILLIAMSON	§

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

The undersigned (collectively, the "Petitioners") are the owner of the land located within the extraterritorial jurisdiction and wastewater certificate of convenience and necessity ("CCN") of the City of Hutto, Texas (the "City"), more fully described in the attached **Exhibit "A"** (the "Property").

Petitioners, by submission of this Petition, respectfully request that the City consent to the annexation of the Property into Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (the "District") and to the District's provision of retail wastewater service to the Property following such annexation.

WHEREFORE, Petitioners pray that this Petition be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting consent to the annexation of the Property into the District and authorizing the District to provide retail wastewater service to the Property following annexation of the Property into the District.

RESPECTFULLY SUBMITTED as of the ____ day of _____, 2021.

* * *

[Signature Pages Follow.]

PETITIONERS:

GEORGE M. HOWARD and JUDY L. HOWARD, as to Lot 2

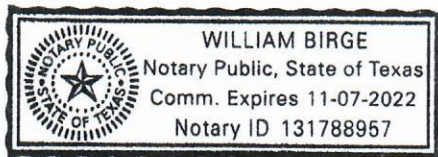
George M. Howard
GEORGE M. HOWARD

Judy L. Howard
JUDY L. HOWARD

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on the 3 day of AUGUST, 2021,
by George M. Howard.

(SEAL)

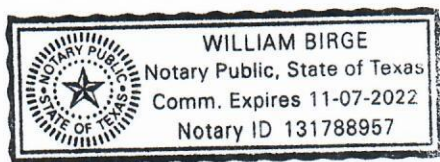


William Birge
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on the 3 day of August, 2021,
by Judy L. Howard.

(SEAL)



William Birge
Notary Public, State of Texas

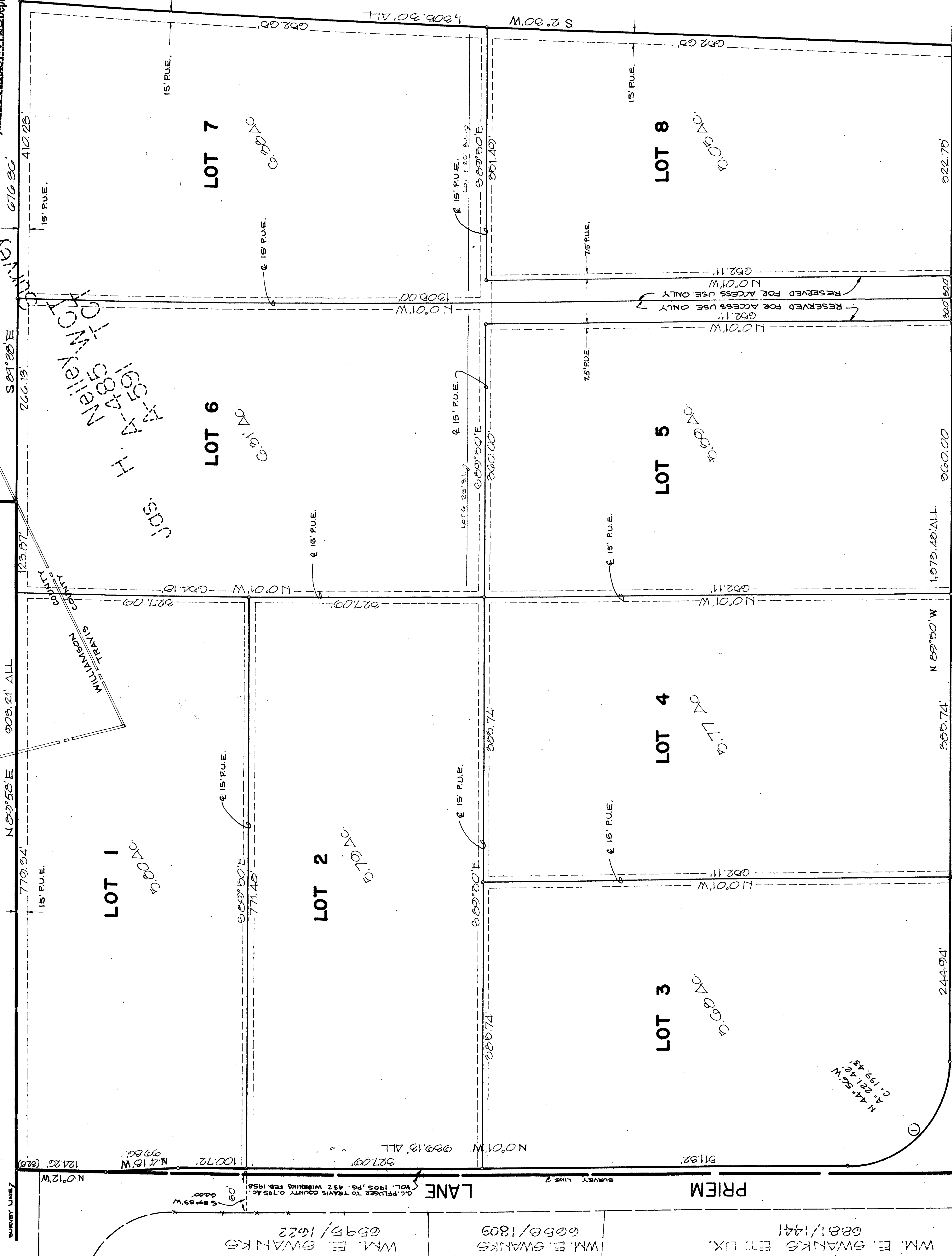
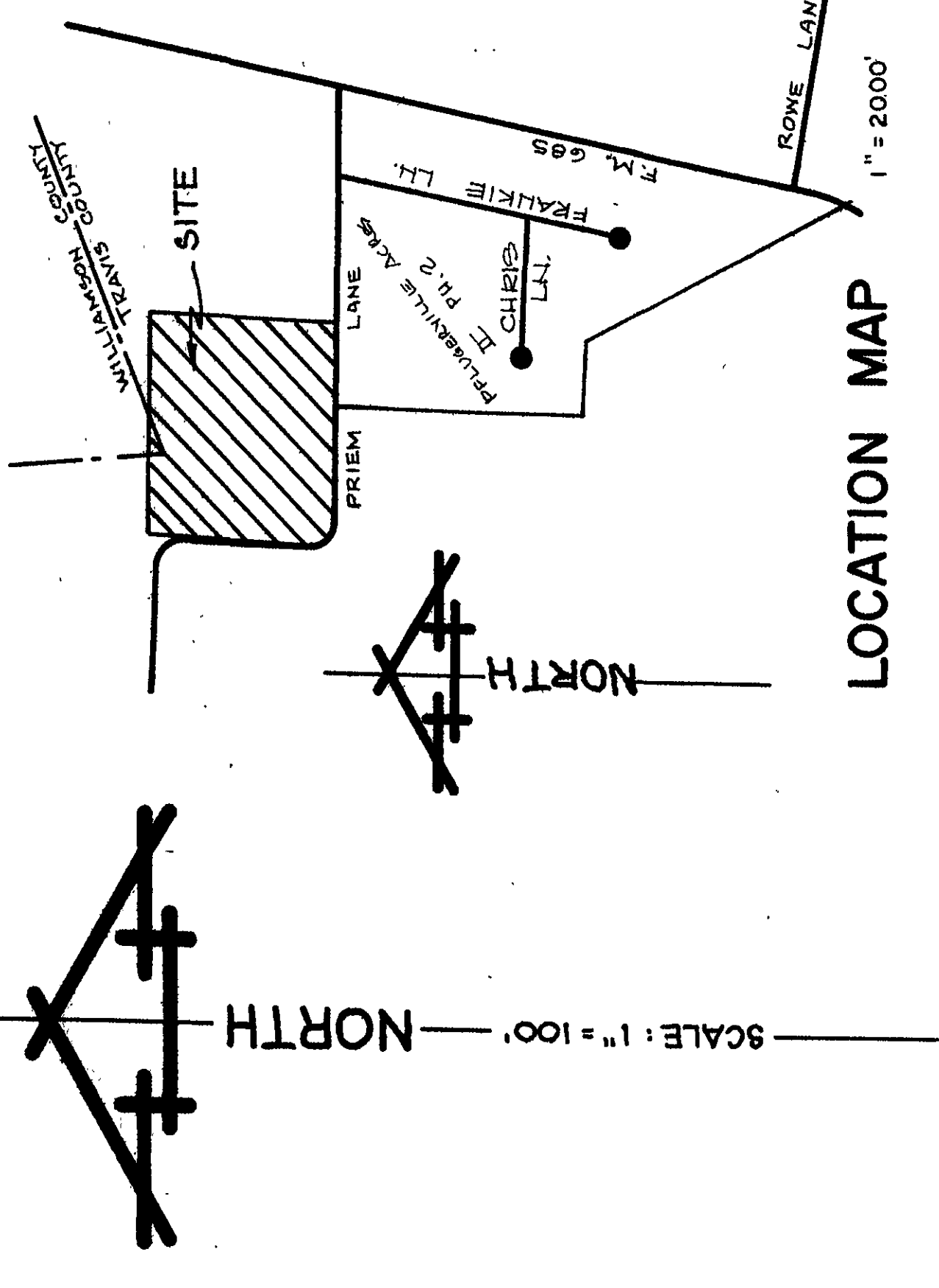
EXHIBIT "A"
DESCRIPTION OF PROPERTY

Lots 2, 3, 4, 6, and 7, LARKSPUR, a subdivision in Travis and Williamson Counties, Texas, according to the map or plat thereof recorded in Volume 81, Pages 82-84, Plat Records of Travis County, Texas, and Cabinet E, Slide 23, Plat Records of Williamson County, Texas.

E. W. Mathews Survey
A-449 WCT
A-568 TCT

KEELNETH PFLUGER ET AL.
0579/1353

JAMES N. BOYDSTON
Clark County Court, Williamson Co., Tex
By W. E. Gwank & Deputy



CURVE DATA

I	89° 49'
R	141.25'
T	140.79'
A	221.42'
C	199.43'

LEGEND

- IRON PIN SET
- P.U.E. PUBLIC UTILITY EASEMENT
- B.L. BUILDING LINE

NOTES

1. ACREAGE - 46.17
2. NO. OF TRACTS - 8
3. NO. OF BLOCKS - 1
4. DENSITY - 0.17
5. ALL ROADWAY IMPROVEMENTS SHALL COMPLY WITH TRAVIS COUNTY STANDARDS.
6. 100 YEAR FLOOD LINE DOES NOT EXTEND TO THIS AREA, AS INDICATED ON TRAVIS COUNTY ENGINEER'S MAP DERIVED FROM FOREST AND COTTON DATA.

T. TIMMERMAN ET AL.

LARKSPUR

A 46.17 ACRE SUBDIVISION OF THE JAS. H. NEILEY SURVEY, ABSTRACT NO. 591 IN TRAVIS COUNTY, TEXAS AND ABSTRACT NO. 485 IN WILLIAMSON COUNTY, TEXAS

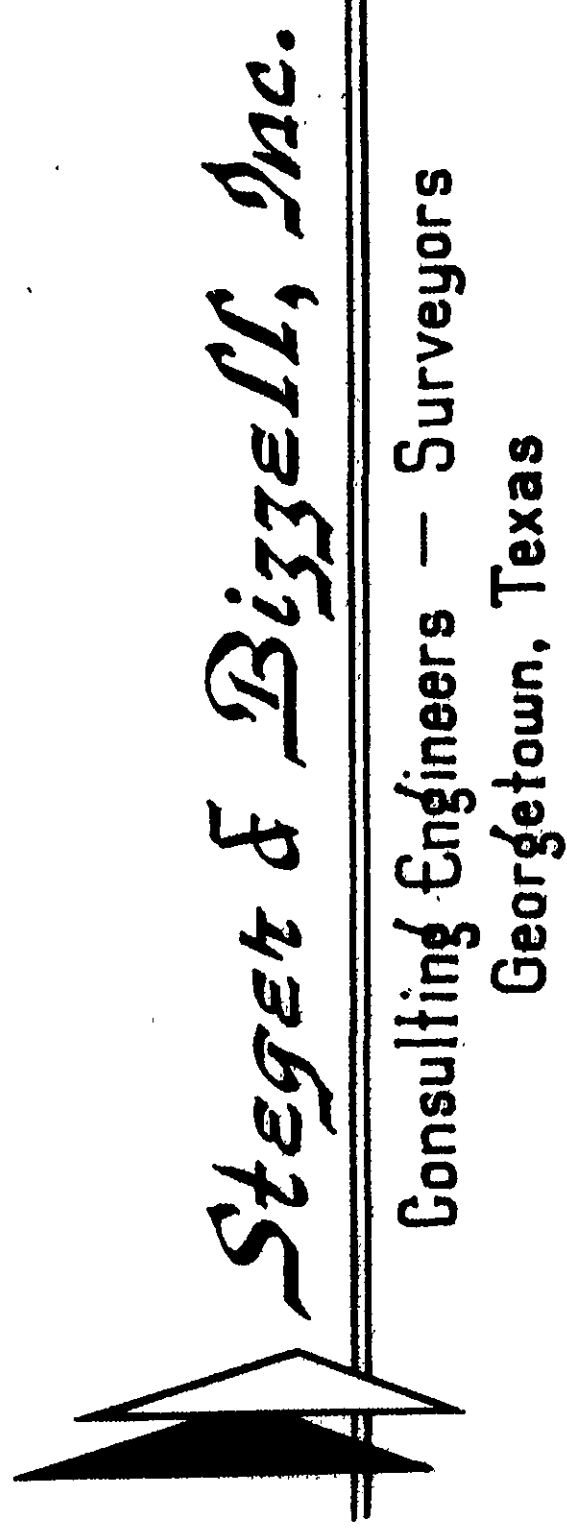
WILSON TIDWELL ET UX.
4996/1825
Peter Conrad Survey
A-874 WCT
A-200 TCT

J. S. TURNER

PFLUGERVILLE ACRES II
LOT 52
PHASE 2
78/204-205

LANE

PRIEM



PERIMETER FIELD NOTES:

BEING 46.17 acres of land situated in the Jas. H. Neiley Survey, Abstract No. 591 in Travis County, Texas and Abstract No. 485 in Williamson County, Texas; said land being that same tract of land described by deed of record in Volume 6579, Page 1358 of the Deed Records of Travis County, Texas, and Volume 759, Page 329 of the Deed Records of Williamson County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin set at a fence corner, for the northwest corner hereof; said point also being at or near the most southerly northwest corner of the said Jas. H. Neiley Survey;

THENCE, along the north line of said tract, N 89° 58' E, 903.21 feet to an iron pin set at a fence corner at or near an interior corner of the said Jas. H. Neiley Survey and S 89° 38' E, 676.36 feet to an iron pin set at a fence corner, for the northeast corner hereof;

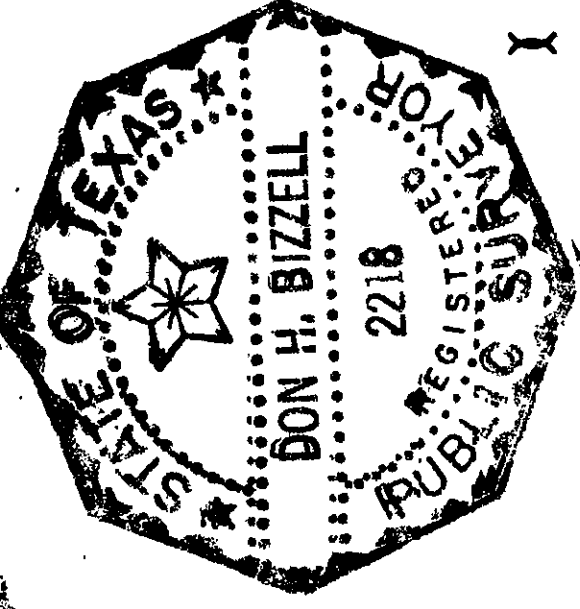
THENCE, S 02° 30' W, 1305.30 feet to an iron pin set in the North right-of-way line of Priem Lane, for the southeast corner hereof;

THENCE, along the North and East right-of-way line of Priem Lane as follows:

- 1) N 89° 50' W, 1373.43 feet to an iron pin set at the beginning of a curve to the right whose radius is 141.25 feet;
- 2) 221.42 feet along the arc of said curve whose long chord bears N 44° 56' W, 199.43 feet to an iron pin set;
- 3) N 00° 01' W, 939.13 feet to an iron pin set;
- 4) N 04° 18' W, 99.86 feet to an iron pin set;
- 5) N 00° 12' W, at 91.46 feet pass the North right-of-way line of Priem Lane, 124.26 feet in all to the place of BEGINNING and containing 46.17 acres of land, of which 45.59 acres are situated in Travis County, Texas, and 0.58 acre is situated in Williamson County, Texas.

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

I, Don H. Bizzell, Registered Public Surveyor, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the County of Travis, Texas.



Don H. Bizzell
Registered Public Surveyor
Date: 7/2/81

STATE OF TEXAS X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS X

That we, KENNETH PFLUGER, KAREN LAMPRECHT, GEORGE KNEBEL, LUTHER KNEBEL, RALPH KNEBEL, HELEN NELSON and MELROSE ZIMMERMAN, Owners of the hereon-described tract of land, same being part of the Jas. H. Neiley Survey, Abstract No. 591 in Travis County, Texas, and Abstract No. 485 in Williamson County, Texas, and being that same tract of land described by deed of record in Volume 6579, Page 1358, of the Deed Records of Travis County, Texas, and Volume 759, Page 329, of the Deed Records of Williamson County, Texas, do hereby subdivide said tract of land, being 46.17 acres of land, in accordance with the attached plat, to be known as LARKSPUR, subject to all easements and restrictions heretofore granted and hereby dedicate to the public the use of all streets and easements as shown hereon.

Witness my hand this the 2ND day of July, 1981, A.D.

Kenneth Pfluger
Kenneth Pfluger
1411 Rio Grande
Austin, Texas

STATE OF TEXAS X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS X

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

Given under my hand and seal of office this the 2 day of July, 1981, A.D.

Carman Jelliff
Notary Public in and for Travis County, Texas

Witness my hand this the 2 day of July, 1981, A.D.

Karen Lamprecht
Karen Lamprecht
2616 Noel
Midland, Texas

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

Before me, the undersigned authority, on this day personally appeared KAREN LAMPRECHT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office this the 16 day of July, 1981, A.D.

CARL J. SNOW
My Commission Expires
August 8, 1984

Carl J. Snow
Notary Public in and for McLennan County, Texas

Witness my hand this the 16 day of July, 1981, A.D.

George Knebel
George Knebel
1007 Greenwood Place
Duncanville, Texas

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

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

Given under my hand and seal of office this the 8 day of July, 1981, A.D.

CARL J. SNOW
My Commission Expires
August 8, 1984

Carl J. Snow
Notary Public in and for McLennan County, Texas

Witness my hand this the 8 day of July, 1981, A.D.

Luther Knebel
Luther Knebel
6705 Fairway Drive
Galveston, Texas

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

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

Given under my hand and seal of office this the 6 day of July, 1981, A.D.

CARL J. SNOW
My Commission Expires
August 8, 1984

Carl J. Snow
Notary Public in and for McLennan County, Texas

Witness my hand this the 6 day of July, 1981, A.D.

Ralph Knebel
Ralph Knebel
19 Doone Street
Thousand Oaks, California

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

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

Given under my hand and seal of office this the 16 day of July, 1981, A.D.

CARL J. SNOW
My Commission Expires
August 8, 1984

Carl J. Snow
Notary Public in and for McLennan County, Texas

Witness my hand this the 16 day of July, 1981, A.D.

Helen Nelson
Helen Nelson
2005 Delwood Court
Austin, Texas

STATE OF TEXAS X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS X

Before me, the undersigned authority, on this day personally appeared HELEN NELSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office this the 20 day of July, 1981, A.D.

CARL J. SNOW
My Commission Expires
August 8, 1984

Carl J. Snow
Notary Public in and for Travis County, Texas

Witness my hand this the 20 day of July, 1981, A.D.

Melrose Zimmerman
Melrose Zimmerman
2330 Green Avenue
Port Arthur, Texas

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

Before me, the undersigned authority, on this day personally appeared MELROSE ZIMMERMAN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

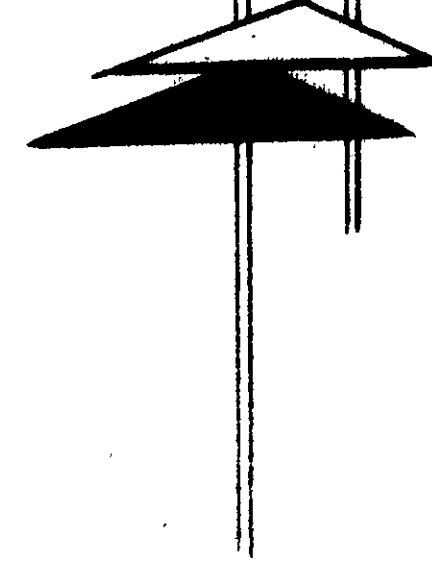
Given under my hand and seal of office this the 7 day of July, 1981, A.D.

CARL J. SNOW
My Commission Expires
August 8, 1984

Carl J. Snow
Notary Public in and for McLennan County, Texas

LARKSPUR

A 46.17 ACRE SUBDIVISION OF THE JAS. H. NEILEY SURVEY, ABSTRACT NO. 591 IN TRAVIS COUNTY, TEXAS AND ABSTRACT NO. 485 IN WILLIAMSON COUNTY, TEXAS



St. Ege & Bizzell, Inc. Consulting Engineers
Georgetown, Texas

RESTRICTIONS:

1. No tract in this subdivision shall be occupied until water satisfactory for human consumption is available from a source on the land, a community source or a public utility source, in adequate and sufficient supply for family use and operation of a private waste disposal system.
 2. No tract in this subdivision shall be occupied until a private individual sewage disposal system has been installed and inspected in accordance with the rules and regulations of the Texas Department of Health.
 3. This subdivision is approved for individual water wells. No well may be installed within 150' of a septic system nor may a septic system be installed within 150' of a well.
- These restrictions are required by the Travis County Engineer's Office and are enforceable by the Engineer's Office and/or lot owners or developer.

This subdivision has been accepted for development utilizing individual sewage disposal system use and a water supply listed above by the Austin-Travis County Health Department and the Williamson County Health Department.

David B. Latta 7-27-81
Travis County Engineer

Tom Teer 25 8-2-81
Williamson County Health Officer

In approving this plat by the Commissioners' Court of Travis County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads or other public thoroughfares, or in connection therewith; shall be the responsibility of the owner and/or developer of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners' Court of Travis County, Texas, and the Court assumes no obligation to build the streets, roads and other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith.

The authorization of this plat by the Commissioners' Court for filing or the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in real estate subdivisions does not obligate the County to install street name signs, as this is considered to be a part of the developer's construction; but that erecting signs for traffic control, such as Speed Limits and Stop and Yield Signs, shall remain the responsibility of the County.

Filed for record at 11:25 o'clock A M., the 22 day of July, 1981, A.D.

Doris Shropshire
County Court, Travis County, Texas

L. Jones
Deputy

STATE OF TEXAS
COUNTY OF TRAVIS

I KNOW ALL MEN BY THESE PRESENTS:

I, Doris Shropshire, Clerk, County Court, within and for the County and State aforesaid, do hereby certify that on the 22nd day of July, 1981, A.D., the Commissioners' Court of Travis County, Texas passed an order authorizing the filing for record of this plat and that said order has been duly entered in the minutes of the said court in Book 3, Page(s) 432.

WITNESS my hand and seal of the Court of said County this the 22nd day of July, 1981, A.D.

DORIS SHROPSHIRE
Doris Shropshire, Clerk
County Court, Travis County, Texas

S. Young
Deputy

STATE OF TEXAS
COUNTY OF TRAVIS

I KNOW ALL MEN BY THESE PRESENTS:

I, Doris Shropshire, Clerk, County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 27 day of July, 1981, A.D., at 11:25 o'clock A M., and recorded in the flat records of said county in Plat Book 27, Page 22-23-24, at 11:30 o'clock A M. on the 27th day of July, 1981.

WITNESS my hand and seal of office of the Court of said County the date last written above.

Doris Shropshire
Doris Shropshire, Clerk
County Court, Travis County, Texas

L. Jones
Deputy

In approving this plat by the Commissioners' Court of Williamson County, Texas it is understood that the building of all streets, roads or other public thoroughfares designated and shown on this plat, and all bridges and culverts necessary to be placed in such streets, roads or other public thoroughfares or in connection therewith, shall be the responsibility of the owner or developer of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas, and said Commissioners' Court assumes no responsibility or obligation to build or maintain any streets, roads or other public thoroughfares shown on this plat, or if constructing or maintaining any culverts, bridges, etc., in connection herewith. It is further understood that upon completion of the aforesaid obligations of the developer and 80% occupancy of the lots along the roadways and streets in the subdivision has been achieved, and all driveway drain pipes have been installed on written permission from the County Commissioner, the Commissioners' Court assumes full responsibility for maintenance of said streets, roads and drainage facilities.

STATE OF TEXAS
COUNTY OF WILLIAMSON

I KNOW ALL MEN BY THESE PRESENTS:

I, C. L. Chance, Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, that LARKSPUR, a subdivision having been fully presented to the Commissioners' Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved, and said plat is authorized to be registered and recorded in the property records of the County Clerk of Williamson County, Texas.

Date: Aug 23
C. L. Chance
Signature, County Judge, Williamson County, Texas

STATE OF TEXAS
COUNTY OF WILLIAMSON

I KNOW ALL MEN BY THESE PRESENTS:

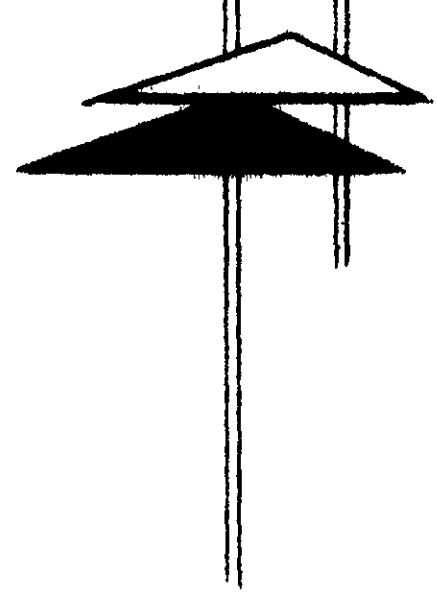
I, JAMES N. BOYDSTON, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the 17th day of August, A.D., 1981, at 1:15 o'clock P M., and duly recorded this the 17th day of August, A.D., 1981, at 4:30 o'clock P M., in the Plat Records of said County, in Cabinet 8, Slide 23-25.

WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

JAMES N. BOYDSTON, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

By: Dextado Baker
Deputy

LARKSPUR
A 46.17 ACRE SUBDIVISION OF THE JAS. H. NEILEY SURVEY,
ABSTRACT NO. 591 IN TRAVIS COUNTY, TEXAS AND
ABSTRACT NO. 485 IN WILLIAMSON COUNTY, TEXAS


Steyer & Bissell, Inc. Consulting Engineers
Georgetown, Texas

RESOLUTION NO. R-2021-148

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, CONSENTING TO THE ANNEXATION OF LAND INTO, AND THE PROVISION OF RETAIL WASTEWATER SERVICE TO SUCH LAND BY, STAR RANCH MUNICIPAL UTILITY DISTRICT NO. 3; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners (or their successor(s) in title) of the land more fully described on Exhibit “A” attached hereto and incorporated herein by reference for all purposes (the “Property”) intend to petition Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (the “District”) for the annexation of the Property into the boundaries of the District; and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City of Hutto, Texas (the “City”) and the City’s consent to annexation of the Property by the District is required by Section 42.0425 of the Texas Local Government Code and Section 54.016 of the Texas Water Code; and

WHEREAS, the Property is also located in the City’s wastewater certificate of convenience and necessity (“CCN”); and

WHEREAS, the owners of the Property have requested that the City consent to the proposed annexation of the Property into the District and the District’s provision of retail wastewater service to the Property following such annexation.

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

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

SECTION 2: That the City hereby consents to the annexation of the Property into the boundaries of the District and the District’s provision of retail wastewater service to the Property following the annexation of the Property into the District; and, to the extent required by applicable law, the City also consents to dual certification of the Property by the District.

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 ____ day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary