City of Hutto

Agenda

City Council Meeting

Thursday, December 2, 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 December 2, 2021. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

7. ASSISTANT CITY MANAGER COMMENTS

8. CONSENT AGENDA ITEMS

8.1. Consideration and possible action on Ordinance No. O-2021-068 an ordinance amending the budget for the fiscal year of October 1, 2021, through September 30, 2022, by appropriating and setting aside the necessary funds for additional

expenditures in accordance with existing statutory requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (Second Reading)(Angie Rios)

8.2. Consideration and possible action on Ordinance No. O-2021-069 electing to readopt Article 20.04 Reinvestment Zones And Tax Abatement Agreements, as amended herein, authorizing the participation in tax abatement agreements, establishing guidelines and criteria governing tax abatement projects to encourage economic development in the City of Hutto; and provide for severability, repeal and an effective date. (Second Reading)(George Hyde)

8.3. Consideration and possible action on Resolution No. R-2021-177 authorizing the Acting City Manager to execute an Athletic Facility Use Agreement with Hutto Youth Baseball and Softball Association for 2022. (Matt Wojnowski)

8.4. Consideration and possible action to appropriate funds not to exceed $100 for Boards and Commission booth at Holidays in Hutto. (Councilmember Kinsey)

8.5. Consideration and possible action on Resolution No. R-2021-179 a joint resolution of the City of Hutto, Texas, the Cottonwood Development Corporation, and the River Creek Development Corporation, approving a contingent fee engagement agreement with the Kassab Law Firm for representation in asserting claims of legal malpractice; making required findings; providing for an effective date. (George Hyde)

8.6. Consideration and possible action on Ordinance No. O-2021-070 approving the proposed annexation of the Hanson - Tasto Tract, 30.3 acres, more or less, of land, and to establish the base zoning for the property as SF-R (Single-Family Residential - Rural Estate). (Second Reading)(Ashley Lumpkin).

8.7. Consideration of a public hearing and possible action on Ordinance No. O-2021-071 on the proposed Planned Unit Development (PUD) zoning request for the property known as Schmidt's Creek Planned Unit Development (PUD), 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard. The land use proposal is detached and attached residential and commercial uses. (Second Reading) (Ashley Lumpkin)

8.8. Consideration and possible action on Ordinance No. O-2021-066 amending Chapter 2, Article 2.02, Division 5, Section 2.02.121 of the City of Hutto Code of Ordinances providing for procedural and organizational rules for the Zoning Board of Adjustment. (Second Reading) (Ashley Lumpkin)

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. (City Council)

9.2. Consideration and possible action regarding Spanish closed captioning services not to exceed $27,136.00 to be payable out of PEG funds and to authorize the Acting City Manager to execute agreement. (City Council)

9.3. Discussion and possible action regarding possible violation of Article XVI, Section 40 of the Texas State Constitution by City Councilmember Place 3, potential common-law of incompatibility of City Councilmember Place 3, and ability to ask for an opinion from the Texas Attorney General regarding the possible violations and whether repayment of funds received in violation of the Texas State Constitution Article XVI, Section 40 is required. (MPT Rose)

10. ORDINANCES

10.1. Consideration of a public hearing and possible action on Ordinance No. O-2021-073 approving the proposed annexation of the Prose Tracts, 16 acres, more or less, of land, and to establish the base zoning for the property as MF (Multi-Family Residential). (First Reading)(Ashley Lumpkin).

10.2. Consideration and possible action on Ordinance No. O-2021-073 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.

10.3. Consideration and possible action on presentation on the Utility Rate Study and approval of Ordinance No. O-2021-074 prescribing certain fees for the City of Hutto, Texas, amending all applicable ordinances and other instruments; providing for a schedule of fees and charges. (First Reading)(Angie Rios)

11. RESOLUTIONS

11.1. Consideration and possible action on Resolution R-2021- 178 approving an amendment to the Hortenstine Family Trust Groundwater Lease. (Legal)

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.

12.2. Receive legal advice pursuant to Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Attorney; Assistant City Attorneys. (Councilmember Villarreal Salvo)

12.3. Receive legal advice pursuant to Section 551.072 deliberation regarding offer of acquisition of City-owned property.

12.4. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to prior expenditure of City long-term debt proceeds and any related action by the City in response thereto.

12.5. Executive session in accordance with Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Acting City Manager, Interim City Manager.

13. ACTION RELATIVE TO EXECUTIVE SESSION

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

13.2. Consideration and possible action related to the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Attorney, Assistant City Attorneys. (Councilmember Villarreal Salvo)

13.3. Consideration and possible action pursuant to Section 551.072 deliberation regarding offer of acquisition of City-owned property.

13.4. Consideration and possible action relating to prior expenditure of City long-term debt proceeds and any related action by the City in response thereto.

13.5. Consideration and possible action on Executive Session in accordance with Texas Open Meetings Act Section 551.074, Personnel Matters: Closed Meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Acting City Manager, Interim City Manager.

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 November 29, 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.

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Ordinance No. O-2021-068 an ordinance amending the budget for the fiscal year of October 1, 2021, through September 30, 2022, by appropriating and setting aside the necessary funds for additional expenditures in accordance with existing statutory requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (Second Reading)(Angie Rios)

Meeting: Thursday, December 2, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Budget amendment ordinance 11-18-21
2. Budget Amendments 11-18-21

ORDINANCE NO. O-2021-068

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR ADDITIONAL EXPENDITURES IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; FINDING MUNICIPAL PURPOSES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Hutto adopted the City's Fiscal Year 2021-2022 Budget in September of 2021; and

WHEREAS, pursuant to Texas Local Government Code, Section I 02.0 I 0, the City Council has determined that it is necessary to amend the City's FY 2021-2022 Budget, and that the budget amendment serves a municipal purpose.

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

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2021, and ending September 30, 2022, for the support of the general government of the City of Hutto, Texas, be amended as shown in Exhibit A.

SECTION 2. That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2021 through September 30, 2022.

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

SECTION 4. A copy of the amended budget shall be placed in the office of the Williamson County Clerk as required by Tex. Loc. Gov't. Section 102.0I I.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

SECTION 8. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter. 551, Tex. Gov't. Code

READ and **APPROVED** on the first reading this the 18th day of **November 2021.**

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

EXHIBIT A

Budget Amendments

11/18/2021

General Services - Operating Fund (Fund 10)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
Human Resources			
Professional Services 10-010-004-6405	50,000	13,200	63,200
To adjust the budget for the compensation study started in the prior year.			
Finance			
Salaries 10-020-001-6001	763,923	(60,000)	703,923
Professional Services 10-020-001-6405	100,000	60,000	160,000
To adjust the budget for internal audit services and eliminate the Finance Manager position effective 12/31/2021.			
Planning & Development			
Professional Services 10-030-021-6405	460,000	400,000	860,000
To adjust the budget for the comp plan started in the prior year.			
Non-departmental			
YMCA Building 10-100-000-6301	-	70,371	70,371
To adjust the budget for the YMCA agreement approved July 2021.			

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Ordinance No. O-2021-069 electing to readopt Article 20.04 Reinvestment Zones And Tax Abatement Agreements, as amended herein, authorizing the participation in tax abatement agreements, establishing guidelines and criteria governing tax abatement projects to encourage economic development in the City of Hutto; and provide for severability, repeal and an effective date. (Second Reading)(George Hyde)

Meeting: Thursday, December 2, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 2021.10.27 Hutto Tax Abatement Ordinance
2. Attachment 1 Form for Tax Abatement Compliance

CITY OF HUTTO, TEXAS
ORDINANCE NO. O-2021-069

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS ELECTING TO READOPT ARTICLE 20.04 REINVESTMENT ZONES AND TAX ABATEMENT AGREEMENTS, AS AMENDED HEREIN, AUTHORIZING THE PARTICIPATION IN TAX ABATEMENT AGREEMENTS, ESTABLISHING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT PROJECTS TO ENCOURAGE ECONOMIC DEVELOPMENT IN THE CITY OF HUTTO; PROVIDE FOR SEVERABILITY, REPEAL AND AN EFFECTIVE DATE

WHEREAS, §312.002, Texas Tax Code, requires a taxing unit to adopt a resolution establishing guidelines and criteria governing tax abatement agreements and stating that the taxing unit elects to become eligible to participate in tax abatement; and

WHEREAS, the City Council of the City of Hutto has previously expressed its intent to consider tax abatements though its adoption of Article 20.04 of the City of Hutto Code of Ordinances, regarding Reinvestment Zones and Tax Abatement Agreements; and

WHEREAS, Article 20.04 of the Code of Ordinances was most recently adopted on May 7, 2015, was not readopted after two years as required by law; therefore, it is of no effect; and

WHEREAS, PURSUANT TO §312.002, the City desires to adopt Tax Abatement Guidelines and Criteria: and

WHEREAS, the tax abatement guidelines and criteria shall be effective for two years unless amended or repealed by a vote of three-fourths of the City Council; and;

WHEREAS, the Hutto City Council elects to renew its eligibility to participate in tax abatements.

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

PART 1: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and adopted herein for all purposes.

PART 2: The City of Hutto is eligible to participate in tax abatement agreements pursuant to Chapter 312 of the Texas Tax Code.

PART 3: The City of Hutto hereby repeals Article 20.04 of its Code of Ordinances in its entirety and herby readopts and replaces Article 20.04 as amended to include Sections 20.04.001 through 20.04.015 as depicted in the attached Exhibit "A" to this resolution, for use in administering tax abatements in designated Tax Abatement Reinvestment Zones and is hereby adopted as if recited verbatim herein.

PART 4: If any section, sub-section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

PART 5: This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Hutto, Texas and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances or Ordinances are hereby repealed.

PART 6: This Ordinance shall be placed on a regular City Council meeting agenda to be considered for readoption, as required by Texas law, no later than the month of September 2023.

PART 7: That this Ordinance shall be effective immediately from and after its passage.

APPROVED AND ADOPTED by the City Council at a Regular City Council Meeting, this ____ day of November 2021.

APPROVED:

_____
Mayor, City of Hutto, Texas

ATTEST:

_____
Holly Nagy, City Secretary
City of Hutto, Texas

EXHIBIT "A"

ARTICLE 20.04 REINVESTMENT ZONES AND TAX ABATEMENT AGREEMENTS

Sec. 20.04.001 Purpose

A. The city, pursuant to chapter 312 of the Texas Tax Code, as amended, may authorize property tax abatements up to 100% to encourage the creation of jobs and economic growth of quality development that is desirable and improves the quality of life for its citizens. The purpose of this policy is to establish guidelines and criteria that guide the city's use of tax abatements as an economic development tool.

Sec. 20.04.002 Definitions

A. "Abatement" means the partial or full exemption of property from ad valorem taxes of certain real property and/or tangible personal property in a reinvestment zone designated by the City for economic development purposes.

B. "Abatement period" means the period during which all or a portion of the value of real property or tangible personal property that is subject to a tax abatement agreement is exempt from taxation. The abatement period shall not exceed ten (10) years.

C. "Agreement" means a contractual agreement between a property owner and the City for abatement of taxes.

D. "Applicant" means the owner/developer of the proposed economic development project.

E. "Appraisal district" means the Williamson County Appraisal District.

F. "Base year value" means the assessed value of property within the reinvestment zone on January 1 preceding the execution of the Agreement plus the agreed upon value of the eligible property improvements and tangible personal property made after January 1 but before the execution of the Agreement.

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

H. "Eligible Property" means real and tangible personal property for both new facilities and structures, and for the expansion or modernization of existing facilities and structures which are reasonably likely as a result of being granted abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within the City of Hutto, Texas.

I. "Expansion" means that addition of buildings, structure, machinery, equipment, tangible personal property, or payroll for purposes of increasing production capacity.

J. "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

K. “Freeport exemption” means the exemption of personal property consisting of inventory and goods that will be assembled, stored, manufactured, processed, or fabricated locally that will be transported out of the state within 175 days of acquisition.

L. “Improvements” mean the facilities or structures classified as real property improvements by the appraisal district.

M. "Ineligible Property" means land, existing improvements, and real property used primarily to provide services to the public, real property used for residential purposes, real property with a productive life of less than 10 years, tangible personal property that the Appraisal district classifies as inventory or supplies, real or tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, or any other property for which abatement is not allowed by law.

N. "Modernization" means complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices, or resource conservation equipment.

O. "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

P. “Owner” means the owner of the real property to which the abatement applies.

Q. “Personal property” means the property classified as personal property by the appraisal district.

R. "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

S. “Real property” means the land, or an improvement or other property classified as such pursuant to State law.

T. "Reinvestment Zone" means a geographic area which meets the criteria of Section 312.202 of the Texas Tax Code.

U. "Tangible Personal Property" means tangible personal property classified as such pursuant to State law but excluding inventory and/or supplies and tangible personal property that was located in the reinvestment zone at any time before the period covered by the Agreement with the City.

V. “Target industry” refers to industries and businesses that the city council has identified as being best suited for the city.

Sec. 20.04.003 Criteria for Tax Abatement

A. Creation of New Value. Abatement may only be granted for the additional value of eligible property improvements made after, and specified, in an abatement agreement between the City and the property owner, subject to such limitations as the City may require.

B. New and Existing Facilities. Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

C. Eligible Property. Abatement may be extended to the value of eligible property, as defined in Section 1(E) above.

D. Ineligible Property. Ineligible Property, as defined in Section l(H) above, shall be fully taxable and ineligible for tax abatement.

E. Economic Qualification. To be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement:

1) Must be expected to have an increased appraised ad valorem tax value of at least $5,000,000 based upon the Williamson County Central Appraisal District's assessment of the Eligible Property.

2) Must be expected to prevent the loss of payroll or retain, increase, or create a payroll on a permanent basis in Hutto, Texas.

Section 20.04.04 Standards for Tax Abatement

A. The following factors among others should be considered in determining whether to grant tax abatement and, if so, the percentage of value to be abated and the duration of the tax abatement:

1) Value of land and existing improvements, if any;

2) Type and value of proposed improvements;

3) Productive life of proposed improvements;

4) Number and type of new jobs to be created by proposed improvements;

5) Amount of local payroll to be created;

6) Whether persons residing or projected to reside within the City will have the opportunity to fill the new jobs being created;

7) Amount of local taxes to be generated directly;

8) Amount of property tax base valuation which will be increased during term of abatement and after abatement, which shall include a definitive commitment that such valuation, shall not, in any case, be less than $5,000,000;

9) The costs to be incurred by the City to provide facilities or services directly resulting from the new improvements;

10) The amount of ad valorem taxes to be paid to the City during the Abatement period considering: (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period;

11) The population growth of the City that occurs directly as a result of new improvements;

12) The types of public improvements, if any, to be made by the applicant seeking abatement;

13) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

14) The impact on the business opportunities of existing businesses;

15) The attraction of other new businesses to the area;

16) The overall compatibility with the zoning ordinances and comprehensive plan for the area; and

17) Whether the project is environmentally compatible with no negative impact on quality-of-life perceptions.

Sec. 20.04.005 Denial of Abatement.

G. Requests for Abatement will not be considered if it is determined that:

1) There would be substantial adverse effect on the provision of government service or tax base;

2) The applicant has insufficient financial capacity;

3) Planned or potential use of the property would constitute a hazard to public safety, health or morals;

4) Violation of other codes or laws;

5) Prior to the submission of an application, the project is already substantially underway or completed. A project will be substantially underway if actions such as, but not limited to, the following have occurred:

a. Site preparation (other than demolition or the clearing of land) or the installation of new infrastructure has begun;

b. A building permit has been issued for construction not associated with mitigating an environmental hazard;

c. Construction (including renovations or tenant finish-out) has begun; or

d. Equipment, inventory, or employees have been relocated to the new site.

e. Execution of a lease, the mitigation of environmental problems, the purchase of land, the completion of an environmental assessment, or the preparation of architectural and engineering plans do not constitute a project being substantially underway.

6) Any other reason deemed appropriate by the City Council.

Sec. 20.04.006 Taxability.

H. From the execution of the abatement to the end of the Agreement period, taxes shall be payable as follows:

1) The value of Ineligible Property shall be fully taxable; and

2) The Base Year Value of property in the Reinvestment Zone as determined each year shall be fully taxable. The additional value of new Eligible Property shall be fully taxable at the end of the abatement period.

Sec. 20.04.007 Tax Abatement Application Process

A. Submission of Application. All requests for tax abatement in the City of Hutto, Texas, shall be made by filing a written application with the Hutto Economic Development Corporation Type B. The application shall include:

1) A completed application form accompanied by a general description of the project to be undertaken;

2) A map and a legal description of the property (metes and bounds);

3) A list of the kind, number, and location of all improvements on the property;

4) A descriptive list of the proposed improvements for which tax abatement is requested;

5) A time schedule for undertaking and completing the proposed improvements;

6) In the case of a modernization or expansion project, a statement of the assessed value of the property, separately stated for real and tangible personal property, shall be given for the tax year immediately preceding the application; and

7) Such financial and other information, as the City deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

B. Application Review and Evaluation.

1) The Economic Development Corporation's Executive Director or his designee shall accept and review all applications for accuracy and completeness. No request for tax abatement shall be considered until it is determined that a complete application has been received as determined by the Economic Development Corporation's Executive Director.

2) The Hutto Economic Development Corporation (HEDC) will review the application to ensure the request complies with state law, Board and City policy. The HEDC shall make a recommendation to the city council regarding the treatment of the application.

3) The city council shall confer on the project in Executive Session and, if warranted, direct the Hutto Economic Development Corporation Type B to develop, negotiate and establish a tax abatement and economic development agreement with the applicant and approved by the applicant for consideration by the city council for approval.

4) The agreement shall contain the following:

a. List the kind, number, and location of all proposed improvements of the property;

b. Provide access to and authorize inspection of the property by city employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;

c. Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

d. Provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;

e. Contain each term agreed to by the owner of the property;

f. Require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement (See Attachment 1);

g. Contain the number of years the agreement is in effect;

h. Provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement;

i. The recapture of all, or a portion of property tax revenue lost as a result of the agreement if the owner of the property fails to create all of a portion of the number of new jobs provided by the agreement, if the appraised value of the property subject to the agreement does not attain a value specified in the agreement, or if the owner fails to meet any other performance criteria provided by the agreement.

j. Notice of a proposed abatement shall be given to other taxing jurisdictions in accordance with state law.

k. Approval of an abatement agreement must be approved by an affirmative vote of a majority of the city council at a meeting conducted in compliance with the Texas Open Meetings Act.

Sec. 20.04.008 Designation of A Reinvestment Zone

A. The City Council may not approve an ordinance designating a Reinvestment Zone until it has held a public hearing at which interested parties are entitled to speak and present evidence for or against its designation. Notice of the hearing shall be published in a general circulation publication at least seven days prior to the hearing.

B. Prior to entering into a Tax Abatement Agreement, the City Council, may, at its option, hold a public hearing at which interested parties shall be entitled to speak and present written materials for or against the approval of the Tax Abatement Agreement.

Sec. 20.04.009 Tax Abatement Agreement

A. Not later than the seventh day before the date on which the City enters into the Abatement Agreement, the City shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the City intends to enter into the Agreement. The notice shall

include a copy of the prepared Agreement.

B. Approval of an Agreement shall be by formal adoption of a resolution and execution of the Agreement with the owner of the Facility. The Agreement shall, but not be limited to the following:

1) Include a list of the kind, number, and location of all proposed improvements to the property;

2) Provide access to and authorize inspection of the property by the City to ensure compliance with the Agreement;

3) Limit the use of the property consistent with the City's development goals;

4) Provide for recapturing property tax revenues that are lost if the property owner fails to make the improvements as provided by the Agreement;

5) Include each term that was agreed upon with the property owner;

6) Require the owner to comply with the reporting requirements set forth in Section 6, below; and

7) Allow the City to cancel or modify the Agreement at any time if the property owner fails to comply with the terms of the Agreement.

Sec. 20.04.010 Reporting Requirements

A. Bi-Annual Status Reports. The owner shall provide to the City copies of the "Reimbursing Employer's Quarterly Report" (or similar report by whatever name) required to be filed with the Texas Workforce Commission (or successor agency) for purposes of administering the Texas Unemployment Compensation Act. (Tex. Labor Code, Chapter 201 et. seq.); and report to the City its employment level, distributed by wage brackets, and the addition or deletion of capital assets in excess of $250,000, and any other pertinent information requested by the City that would affect the ability of the local operation to maintain its status as a going concern. The reports shall be prepared on a bi-annual basis (January 1 and July 1) and shall be submitted to the City Manager or his designee no later than 30 days following the end of each six-month calendar period.

B. Annual Compliance Certification. In addition, on an annual basis, the owner shall certify its compliance with each applicable term of the Agreement. Such annual report shall be prepared on a calendar year basis and shall be submitted to the City Manager or his designee in the form attached hereto as "Attachment l", no later than ninety (90) days following the end of each such calendar year. It will be the responsibility of the owner to provide the reports as requested; the City is not obligated to request said reports and will not certify the owner's eligibility to receive any tax abatement without the reports. Failure to provide these required reports in a timely manner shall constitute grounds for termination of the Agreement. Annual certificates of compliance shall be filed with the City Secretary.

Sec. 20.04.011 Confidentiality

A. Subject to the provisions and limitations of Chapter 552 of the Texas Government Code, information provided to the City of Hutto in connection with an application for a tax abatement or request for the creation of a reinvestment zone for the purposes of tax abatement in accordance with these Guidelines and Criteria, and which describes the specific process or business activities to be conducted or equipment or other property to be located on the property for which the tax abatement is sought, is confidential and not subject to public disclosure until the tax abatement agreement is executed. Texas Tax Code § 312.003. The

information in the custody of the City of Hutto, Texas after, the agreement is executed, will be treated as confidential to the extent allowed by law.

Sec. 20.04.012 Administration

A. Annual Assessment. The Williamson County Central Appraisal District annually determines an assessment of the real and personal property subject to a tax abatement agreement. Each year, the owner shall timely file renditions of value and annual applications for abatement with the appraisal district as may be necessary for the abatement.

B. Annual Evaluation. Upon completion of construction, the City Manager or a chosen designee selected by the City Manager, individually or in conjunction with the Hutto Economic Development Corporation Type B and other taxing entities which may be participating in an abatement, shall annually evaluate each facility receiving tax abatement to ensure compliance with the Agreement and prepare a written report to the City Council illustrating compliance or identified violations of the Agreement.

Sec. 20.04.013 Recapture

A. Tax abatement agreements will provide for recapture of abated property taxes if the company or individual (1) allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the Agreement.

Sec. 20.04.014 Sunset Provision

A. These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended or readopted by three quarters vote of the City Council, at which time all reinvestment zone and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria may be modified, renewed, or eliminated.

Sec. 20.04.015 Discretion of The City Council Retained

A. The adoption of the Guidelines and Criteria by the City do not:

1) Limit the discretion of the City Council to decide whether to enter into a specific tax abatement agreement;

2) Limit the discretion of the City Council to delegate to its staff the authority to recommend whether the City Council should consider a request for tax abatement;

3) Create any property, contract, or other legal right in any person to have the City Council consider or grant a specific request for tax abatement; or

4) Limit the ability to deviate from these Guidelines and Criteria for good cause and as may be allowed by law.

Sec. 20.04.016 Compliance Form Adopted

A. The following form is adopted for use in the process of obtaining proof of compliance by an Agreement recipient:

ATTACHMENT 1
[FORM]

STATE OF TEXAS §

CITY OF_____ §

ANNUAL STATEMENT OF COMPLIANCE WITH

TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND [OWNER]

_____("Owner") hereby certifies to the City Council of the City of _____, Texas ("City") that Owner is in compliance with the terms of the Agreement with the City,entered into on the __ day of___. 20_.

Attached to this statement of compliance are true and correct copies of documents that establish Owner's compliance with the terms of the Agreement (e.g., receipt from__County Tax Office).

Signed this_____day of_____, 20__.

_____
[Insert Name]
[Insert Title]

ACKNOWLEDGMENT

This instrument was acknowledged before me on the__day_____, 20_, by _____, as the_____of [Owner] on behalf of said company.

_____
Notary Public, State of Texas

ATTACHMENT 1 [FORM]

STATE OF TEXAS §

CITY OF §

ANNUAL STATEMENT OF COMPLIANCE WITH
TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND [OWNER]

("Owner") hereby certifies to the City Council of the City of
, Texas ("City") that Owner is in compliance with the terms of the Agreement with the City, entered into on the _ day of . 20 .

Attached to this statement of compliance are true and correct copies of documents that establish Owner's compliance with the terms of the Agreement (e.g., receipt from County Tax Office).

Signed this day of , 20__.

_____
[Insert Name]
[Insert Title]

ACKNOWLEDGMENT

This instrument was acknowledged before me on the day , 20_, by
, as the of [Owner] on behalf of said company.

Notary Public, State of Texas

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-177 authorizing the Acting City Manager to execute an Athletic Facility Use Agreement with Hutto Youth Baseball and Softball Association for 2022. (Matt Wojnowski)
Meeting: Thursday, December 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. HYBSA Contract 11.22.21 redline
2. HYBSA Contract 11.22.21 clean
3. Hutto Resolution R-2021- Athletic Facility Use Agreement HYBSA

CITY OF HUTTO
PARKS AND RECREATION
ATHLETIC FACILITIES UTILIZATION AGREEMENT FOR HUTTO YOUTH BASEBALL AND SOFTBALL ASSOCIATION

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

Recitals

WHEREAS, the City is a home-rule municipal corporation that has the authority under Local Government Code Chapter 28.2.003(a) to grant the use of the municipality's public grounds by ordinance; and

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

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

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

WHEREAS, the Association desires to enter into an agreement with the City to use its facilities for its youth baseball and softball programs for the year 2022.

NOW, THEREFORE in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree as follows:

Agreement:

1. **Incorporation of Recitals**: The recitals are hereby accepted as true and are incorporated and adopted as part of this Agreement.
2. **Purpose**: Sports associations use public athletic facilities that are provided and maintained by the City of Hutto. In return for the use of those facilities, the associations hereby agree to abide by the following standards, requirements, and policies established by the City of Hutto Parks and Recreation Department, with the understanding that, failure to abide by these standards and policies could result in restriction of facility use or the cancellation of this Agreement.
3. **Nature of the Agreement**: The Association will sign this Agreement with the City specifying league management and sports guidelines, insurance requirements, budget and fiscal controls, concessions, field scheduling and follow/adhere to the schedule of required documents and deadlines. The Agreement will be

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signed prior to the Association advertising and conducting registration for a new season. The Parks and Recreation Department reserves the right to not renew this agreement.

4. **Term**: The term of this Agreement shall be from February 1, 2022 to November 15, 2022.
5. **Annual Financial Reports**: The Association will be required to make a presentation annually to the Parks and Recreation Board outlining detailed financial reports and a general overview of the Aassociation.
6. **Communication with the City**: The Association shall maintain a communication network with the City through the President of the Association for facility requests or needs. Any member of the board may contact the City if the two listed points of contact cannot be reached.
7. **Repairs or Services to City Facilities Prohibited: No Association member or representative shall approve or authorize any repair or services to City facilities on behalf of the City. Any services rendered under these conditions shall be the financial responsibility of the Aassociation and may result in the cancellation of this agreement.**

8. **League Management and Sports Guidelines:**

   a. The Association will submit their practice and game schedules as well as current (in-season) tournaments, camps or clinics, via email to pard@huttotx.gov at least three (3) weeks after registration. This will prevent double bookings and other scheduling conflicts. Failure to comply could result in a loss of fields.

   b. All age groups, division or leagues, shall have equal access to available field use time, subject to this Agreement and schedule approved by the City Parks and Recreation Department. All-Stars or out--of-season tournaments are subject to Tournament rental fees.

   c. Any expansion or changes (-such as post-season tournaments or All-stars) in Association programming that may affect field preparation or league programming must be pre-approved by the Parks and Recreation Department. Written requests must be submitted at least fifteen (15) business days in advance to pard@huttotx.gov. Decisions will be based on the overall benefit to the participants.

   d. Associations will adhere to all City Ordinances and policies that regulate the use of City athletic fields and facilities.

   e. Each Association must provide an update on their non-profit IRS 501(c)(3) status. It must be in good standing with the IRS and other local, state, and federal agencies.

   f. All park rules shall be adhered to at all times.

   g. All Association coaches must have a current ID.

   h. All Association players must be listed on a current team roster.

   i. The Association is responsible for trash/debris in and around athletic fields and facilities, parking lot and open spaces that are the direct cause of their play, practice, or games.

   j. The Association is responsible to ensure athletic fields and facilities lighting is operational only during periods of use for the pre-approved activity. Under no circumstance should field lights be on with no activity present.

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k. When offering youth sports for those under the age of eighteen (18), the Association must comply with the following:

   i. Prior to opening day, the Association must implement a mandatory background check completed on all coaches by a reputable organization that is approved by the City. New coaches added during the year must also undergo this background check. Background checks must be completed on each coach one time per year. The Association must email the City at pard@huttotx.gov a detailed list of coaches and when the background check was completed, and confirm that each coach utilized by the Association for this Agreement term has passed their background check.

   ii. Scorekeepers and bookkeepers can be parents or adults over 16.

   iii. All coaches, and necessary participating parents, must go through an approved coach training program that is pre-approved by the City.

   iv. All parents and spectators must watch a video series regarding appropriate behavior and decorum.

l. The Association is responsible for ensuring there is no alcohol present on City property (Sec.18.02.002)

   i. It shall be unlawful and considered a class C misdemeanor offense for anyone to consume intoxicating liquor or any alcoholic beverage, or possess an open container of intoxicating liquor or alcoholic beverage, in all designated parking areas, or within 25 feet either side of any roadway, within the boundaries of the city-owned public parks located within the city limits.

   ii. Alcohol is prohibited at any and all organized youth sports activities or programs within city park property. Any event that wishes to sell alcohol at an event using public park facilities must meet any and all required state alcoholic beverage commission requirements as set by the city special event request form required by the city police department.

m. Any and all signage (banners, flyers, menu boards, etc.) temporary or permanently mounted at the City fields, fences, or inside the area must be approved by the Parks and Recreation Department. All signage must be removed within fifteen (15) days of the conclusion of the season.

9. **Fee Requirements:**

   a. The Association shall pay fees to help recover a portion of the operations costs of providing and maintaining athletic fields and facilities, including reimbursing the City for all electric costs during the months that the Association's programs are in session. These fees shall be $ 15.00 per resident registration and $ 20.00 per ~~non resident~~nonresident registration.

   b. The Association will pay a fee to use concessions. The rental of Holmstrom field does not secure the Holmstrom concession rental.

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c. Field preparation (stripping, dragging and chalking) will take place prior to the start of the first scheduled game for that day. The City of Hutto will cover this cost. Additional field preparation will be at the costs of the Association.

d. All fees are for each season. Fees are due to the City within fifteen (15) business days of the conclusion of the season. Failure to pay fees in a timely manner may result in loss of field privileges.

Association Fees

Light Fee	$20 per hour per field
Resident Fee	$15 per player per season
Non- Resident Fee	$20 per player per season

Out of Season Tournaments Field Rental Fees (Mager and/or Holmstrom)

Field Rental	$25 per hour
Light Rental	$25 per hour
Deposit	Waived
Gate Fee (if approved)	20% of fee
Team Fee (All-Star Only)	$25 per team

Concessions Fees (Mager and/or Holmstrom)

Rental Fee (Weekends and Holiday Weekend)	$50 per day
Rental Fee (Weekday)	$15 per day
PARD Staff (If Necessary)	$25 per hour
Deposit	$500 refundable per season

Additional Field Maintenance Fees

Re-Chalking	$25 per field
Re-Dragging	$25 per field

e. Associations may not charge any fees without prior approval of the City for any event. Each event will be considered separately. Users shall not sub-lease facilities or collect fees from any other use without prior permission. (Example: independent tournaments, inter-league scheduling, etc.)

f. Potential sponsors and sponsorships must be appropriate for minor and youth sports participants. The City reserves the right to deny a sponsor if they are not deemed appropriate.

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

10. **Insurance Requirements:**

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a. Individual players, participants or spectators are not covered by any insurance policy held by the City of Hutto.

b. All Sports Associations shall be required to carry commercial general liability insurance with a minimum coverage of $1 million each occurrence, with at least $1 million aggregate. The City of Hutto shall also be listed as an additional insured on the policies. Insurance policies that do not meet these requirements will be forwarded to the City's Legal Department for review. Acceptance is in the City's sole discretion. **Proof of insurance must be submitted by January 31st of each year.**

c. Glass breakage or other damage to vehicles on right-of-ways or parking lots are not subject to coverage under the City's insurance policy. Theft, vandalism, or damage to personal vehicles parked on the park property is not subject to any coverage by the City of Hutto and the **City shall be released, indemnified and held harmless from such incidents**. It is recommended that participants and spectators carry their own auto insurance and lock their vehicles during events at City facilities.

d. Theft or loss of property/damage to equipment and supplies caused by inclement weather or any other means is not the responsibility of the City of Hutto. **All participants release, indemnify and hold the City harmless from and against any damages from such incidents**. This includes all items stored in concession facilities, meeting rooms and storage areas.

e. **THE CITY'S PARKS AND ALL FACILITIES ARE ACKNOWLEDGED BY THE ASSOCIATION TO BE ACCEPTED IN AN "AS IS" AND "WHERE IS" CONDITION AND NO REPRESENTATIONS OR WARRANTIES AS TO FITNESS, SAFETY, HABITABILITY OR SUITABILITY ARE MADE BY THE CITY, SAID REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE CITY DOES NOT GUARANTY OR WARRANT THAT THE PARK, THE FACILITIES, THE SERVICES TO BE PROVIDED BY THE CITY, OR LIGHTING FACILITIES OR OTHER EQUIPMENT WILL BE APPROPRIATE, EFFECTIVE OR USEABLE BY THE ASSOCIATION. THE CITY SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY FAILURE TO FURNISH OR MAKE AVAILABLE ANY FACILITY, SERVICE OR EQUIPMENT.**

f. **THE ASSOCIATION ACKNOWLEDGES THAT ITS ACTIVITIES AND ITS INTENDED USE OF CITY FACILITIES CARRY INHERENT RISKS AND MAY RESULT IN INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. THE ASSOCIATION SHALL INSPECT ALL FIELDS AND FACILITIES PRIOR TO ANY USE AND ASSUMES ANY DAMAGE OR LOSS ARISING FROM THE ASSOCIATION'S NEGLIGENCE. THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, INJURIES, AND LOSSES IN ANY WAY ARISING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE ASSOCIATION.**

11. **Budget and Fiscal Controls:**

a. The Association will submit within fifteen (15) business days after each season ends, copies of a detailed financial report, including all final participation numbers. If the Association conducts a spring, summer and fall season, the Association should submit a seasonal financial statement with an amended annual statement at the conclusion of all seasons. The report should include a cash flow report showing income, expenses and all fund balances for all league play and any tournament, clinics or camps. An audit may

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be performed by the City of Hutto and the Association shall make its books and records available to the City within five (5) days.

b. To assure fiscal control, the Association will:

   i. Use a checking account. No cash reimbursements above $25.00 shall be made to any individual or organizations. All cash reimbursements must be accompanied by a receipt.

   ii. Keep all canceled checks and records in compliance with non-profit status

   iii. Submit documentation that verifies valid non-profit or IRS 501(c) (3) status.

   iv. A separate line item for the payment of officials must be included within the financial reports.

   v. Immediately notify Hutto Parks and Recreation Department at pard@huttotx.gov, of any financial difficulty.

   vi. Association must submit a written Cash Handling policy by January 31st of each year.

   vii. Association must use best practices for records and storage retention.

c. The City reserves the right to inspect the Association's financial records at any time. All financial documents must be provided within twenty-four (24) hours of a written request from the City of Hutto. It will be the Association's responsibility to provide all requested items.

12. **Concessions**:

a. Associations may operate concession stands under the following guidelines:

   i. Under this agreement, the Association is responsible for operations of the concession stands.

   ii. Associations must pick up litter/trash in the area of their facility each game day. This includes the breakdown of all boxes. Non-compliance with concession and litter collection will result in the forfeiture of concession privileges by the association.

   iii. Associations may not sub-contract the concession facility to a third party.

   iv. Sales of goods (such as opening and closing day events, camps and fundraising events) on City property should be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between associations.

   v. Any other sales of concessions not identified in this agreement must comply with and pay fees as required under the current City ordinances.

DRAFT

b. Associations must follow local, state, and federal laws regarding food preparation. Association is responsible for any warnings or citations from Health inspector if food handling regulations are not followed.

c. Association must contact the Parks and Recreation Department at pard@huttotx.gov to confirm reservations of concession stands. Mager concessions will be available on game dates. The rental of the Holmstrom field does not secure the Holmstrom concession rental.

13. **Scheduling – Status of Playing Conditions**:

a. The Parks and Recreation Department has final authority in field allocation.

b. The Association and the City will share a google document that will hold the Associations practice and game dates and times. This google document is to be edited by the Aassociation, and must be kept up to date. The Association must notify the City with any changes to the practice or game schedule five (5) business days before the schedules change.

c. All game fields must be reserved through the Parks and Recreation Department. All game fields are closed to reservations November 15th to January 31st and July 15th to August 30th to allow proper maintenance, upkeep and renovation. Any exception must be approved in writing by the ~~Director of Parks and Recreation~~City Manager or designee. Use during closing time is on an as needed basis.

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

e. The City must be immediately notified at pard@huttotx.gov of any proposed game cancellations. The City has the absolute authority to close the parks and facilities in the event of inclement weather, wet grounds, man-made issues, or any other "act of nature" that causes questionable playing conditions.

f. Make-up games or practices must be submitted to pard@huttotx.gov at least five (5) business days before any games or practices. Unless rain outs use existing reserved days.

g. City parks and fields close at 11:00 p.m. as set by City ordinance. Any formal exemptions can be made at least 7 business days in advance. Please email the reasoning and justification to pard@huttotx.gov.

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

a. Associations may not make any permanent or temporary improvements without the written approval of the City. Permanent improvements will be subject to City inspection and must meet City codes.

b. Additional Field maintenance will be done by the City. Associations will pay the City to perform this service.

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c. Associations are required to report any broken, damaged, or unsafe items via pard@huttotx.gov.

d. Association shall pick up all trash on and between all playing fields, dugouts, restrooms, bleacher areas, and parking areas (where applicable/within reason) and disposed into trash receptacles on the scheduled game and practice days. If the trash receptacles become full, it is the responsibility of the Association to empty them into the dumpster. The Association must replace the receptacles with bags provided by the City. Failure to clean ground trash and trash receptacles will result in a $25 per hour per person fee for the cleaning of facilities.

e. Scheduled game times begin no earlier than 8:00 a.m. and conclude no later than 11:00 p.m.

f. The City is not obligated to provide storage or meeting space for associations or organizations. Any City property storage area that is made available to user groups shall be maintained in a clean and orderly manner or the user's privileges will be revoked. Any additional storage areas that are needed must be pre-approved and comply with the City of Hutto building and permit standards.

15. **Field Allocations:**

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

Hutto Youth Baseball and Softball Association - Use of the youth baseball, softball, t-ball at Mager Field, Creekside Field, and Holmstrom.

Field allocations remain in effect throughout the contract period subject to any changes made by the City.

b. The City reserves the right to offer the fields for reservations when not in use by the Association.

c. Holmstrom field is closed to the Association on Wednesday and Thursday nights. The youth baseball and softball fields are closed to the Association on Thursday nights.

16. **Tournaments, Clinics, Camps, and Special Events**:

a. Tournaments must be approved in writing by the City, and cannot be scheduled on the date of a City of Hutto Special Event unless otherwise approved. Tournaments are defined as a specials series of play that includes teams either in or out of the Association. This includes tournaments that are exclusive to the Association's teams only.

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

c. Out of season or All-Star Tournaments may only be scheduled within the allowable dates according to the contractual agreement. Association will be charged $25.00 for each team participating in the tournament.

DRAFT

d. Gate fees may not be charged for entry into any public park without the written consent of the Parks and Recreation Department.

17. **Revocation of Contract**:

a. Enforcement of this contract will be implemented through periodic monitoring by the Parks and Recreation Department.

b. Failure to comply with all of the provisions set forth in this contract may result in this contract being revoked by the City and all privileges set forth being eliminated.

c. Reapplication for use of city facilities may be presented to the City and Parks and Recreation Advisory Board the following season.

18. **Schedule of Required Documents and Deadlines**:

The list below summarizes all required documentation that must be presented to the City of Hutto Parks and Recreation Department. All forms are to be submitted to the Parks and Recreation Department at the following address:

Hutto Parks and Recreation Department
500 West Live Oak Street OR pard@huttotx.gov
Hutto, TX 78634

If required documents are not timely or properly submitted, the City of Hutto reserves the right to terminate this agreement including field preparation, concession privileges, and field lights. If the City terminates this agreement, the Association will forfeit all rights of use of all athletic fields and facilities, concession privileges and field lights.

Section	Documents Required	Due Date
1	List of coaches and completed background checks	Before first game of each season
1	Documentation of the coach's training/certification completed	Before first game of each season
1	Documentation of the parents training program completed	Before first game of each season
3	Copy of Insurance as described	January 31
4	Detailed financial reports as described	30 days at the end of each season
4	Cash handling policy	January 31
6	Additional field preparation requests as described	10 business days' notice before the start of the season
7	Practice Schedule	3 weeks from the close of registration
8	Game Schedule	3 weeks from the close of registration
9	Tournament Schedule	6 weeks in advance

19. **City-Owned Field Maintenance Agreement:**

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a. The City will maintain the infields, fencing, grass, and lighting.

b. The City will paint field lines on the grass when deemed necessary.

c. The City will prepare and maintain the restrooms in a safe and sanitary condition.

d. The City will be responsible for the unlocking/locking of fields and facilities. The Association will receive codes or keys for the fields or facilities as needed if city is unable to unlock for any reason.

e. The City will be responsible for the adjustments of bases and mounds during games. The Association is responsible for moving bases for any additional games played after bases have been set by city. Any damages or missing equipment will result in a fee based on the price of the broken or missing equipment.

f. The Association is not permitted to perform any field repairs, dragging, or other maintenance. If additional maintenance the Association must pay a fee of $25 per hour per Groundskeeper needed.

g. The Association will prohibit its coaches and players from hitting softballs/baseballs into any Ballfield fences unless it occurs in the natural course of a game. Failure to enforce this policy may result in the Association incurring costs associated with the repairs of the fencing or termination of this agreement.

h. The Association will have permission to schedule lights. Lights can be used for Practices, league games, scheduled tournaments, special events and make-up games approved by the City.

i. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.

j. The Association is responsible to ensure athletic fields and facilities lighting is operational only during periods of use under the contract. Under no circumstance should field lights be on with no activity present.

k. Failure to comply could result in the cancellation of this agreement and/or a charge-back of costs to the Association.

l. The City is responsible for adjusting the lights at the Mager fields to activate during spring and fall daylight savings time., ~~l~~if needed, the ~~association~~ Association will be responsible for manually turning on Mager Field lights. Lock box code is provided by the City.

20. **Field/Facility Inspection and Closure Agreement:**

a. The City will close the fields/facilities under the following conditions:

i. A City-sponsored event is scheduled.

ii. The fields need to be rested due to usage.

iii. The athletic fields and facilities are too wet and unplayable for games.

DRAFT

iv. The athletic fields and facilities need to be closed in the interest of participant safety and/or preservation of the playing surfaces.

21. **Procedures for Athletic Fields and Facilities Closure:**

    a. The primary responsibility to determine athletic fields and facilities closure decision shall rest with the City.

    b. The appropriate Association contact has the responsibility to inform the Association and participants concerning field closure decisions and will also render a final game-day decision on the weekends when necessary.

    c. The City will inspect the athletic fields and facilities by 3:00 p.m. on the game and/or practice day.

    d. The City will render a decision based upon field conditions and/or the weather.

    e. The decision of the City will be final.

    f. If inclement weather becomes a factor after 3:00 p.m. the umpires and/or Association officials shall follow the same guidelines for deciding cancellation or postponement.

22. **Limitation of Liability:** Under no circumstances will the City be liable for any claim, loss, damage, or injury, whether to persons or property, in connection with the use of City parks or facilities or in any way arising from this Agreement. An Association's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.

23. **Contact Information**: The following are designated as the Association's contact people, who is to serve as the Association's primary point of contact. These peoples phone number and email address must be current at all times throughout this agreement. These contact people or information may be changed by the Association only by written notice to the City. Any member of the board may contact the City if the below two points of contact cannot communicate. For any serious medical or non-medical emergencies, the Association must call 911.

    Name: _____ Name: _____

    Phone Number: _____ Phone Number: _____

    Email: _____ Email: _____

24. **Agreement Approval**: The person executing this agreement on behalf of the Association, or representing themselves as executing the agreement on behalf of the Association warrants that they have been fully

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authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking of this agreement.

25. **Severability**: If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be struck from the Agreement and all other provisions shall remain in full force and effect, or the invalid or unenforceable provisions shall be amended to be enforceable and valid and to reflect the original intent of the Parties to the extent possible.

26. **Waiver**: Failure to remedy any breach shall not constitute a waiver of that right at the time of the breach or in the future. A waiver by either Party of any one right shall not be deemed to be a waiver or any other right. Rights may only be waived in writing or as waived herein.

27. **Jurisdiction and Venue**: This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper in Williamson County, Texas

CITY OF HUTTO **ASSOCIATION**

By: _____ By: _____

Matt Wojnowski Date [Name] Date

Acting City Manager President of Association

APPROVED AS TO FORM

Dottie Palumbo, City Attorney

By: _____

Cristian Rosas-Grillet Date

Assistant City Attorney

ATTESTED

By: _____

Holly Nagy Date

City Secretary

~~President of Association~~

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~~Parks and Recreation Director~~

~~City Manager or Designee~~

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CITY OF HUTTO
PARKS AND RECREATION
ATHLETIC FACILITIES UTILIZATION AGREEMENT FOR HUTTO YOUTH BASEBALL AND SOFTBALL ASSOCIATION

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

Recitals

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

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

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

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

WHEREAS, the Association desires to enter into an agreement with the City to use its facilities for its youth baseball and softball programs for the year 2022.

NOW, THEREFORE in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree as follows:

Agreement:

1. **Incorporation of Recitals**: The recitals are hereby accepted as true and are incorporated and adopted as part of this Agreement.
2. **Purpose**: Sports associations use public athletic facilities that are provided and maintained by the City of Hutto. In return for the use of those facilities, the associations hereby agree to abide by the following standards, requirements, and policies established by the City of Hutto Parks and Recreation Department, with the understanding that, failure to abide by these standards and policies could result in restriction of facility use or the cancellation of this Agreement.
3. **Nature of the Agreement**: The Association will sign this Agreement with the City specifying league management and sports guidelines, insurance requirements, budget and fiscal controls, concessions, field scheduling and follow/adhere to the schedule of required documents and deadlines. The Agreement will be

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signed prior to the Association advertising and conducting registration for a new season. The Parks and Recreation Department reserves the right to not renew this agreement.

4. **Term**: The term of this Agreement shall be from February 1, 2022 to November 15, 2022.
5. **Annual Financial Reports**: The Association will be required to make a presentation annually to the Parks and Recreation Board outlining detailed financial reports and a general overview of the Association.
6. **Communication with the City**: The Association shall maintain a communication network with the City through the President of the Association for facility requests or needs. Any member of the board may contact the City if the two listed points of contact cannot be reached.
7. **Repairs or Services to City Facilities Prohibited: No Association member or representative shall approve or authorize any repair or services to City facilities on behalf of the City. Any services rendered under these conditions shall be the financial responsibility of the Association and may result in the cancellation of this agreement.**

8. **League Management and Sports Guidelines:**

   a. The Association will submit their practice and game schedules as well as current (in-season) tournaments, camps or clinics, via email to pard@huttotx.gov at least three (3) weeks after registration. This will prevent double bookings and other scheduling conflicts. Failure to comply could result in a loss of fields.

   b. All age groups, division or leagues, shall have equal access to available field use time, subject to this Agreement and schedule approved by the City Parks and Recreation Department. All-Stars or out-of-season tournaments are subject to Tournament rental fees.

   c. Any expansion or changes (such as post-season tournaments or All-stars) in Association programming that may affect field preparation or league programming must be pre-approved by the Parks and Recreation Department. Written requests must be submitted at least fifteen (15) business days in advance to pard@huttotx.gov. Decisions will be based on the overall benefit to the participants.

   d. Associations will adhere to all City Ordinances and policies that regulate the use of City athletic fields and facilities.

   e. Each Association must provide an update on their non-profit IRS 501(c)(3) status. It must be in good standing with the IRS and other local, state, and federal agencies.

   f. All park rules shall be adhered to at all times.

   g. All Association coaches must have a current ID.

   h. All Association players must be listed on a current team roster.

   i. The Association is responsible for trash/debris in and around athletic fields and facilities, parking lot and open spaces that are the direct cause of their play, practice, or games.

   j. The Association is responsible to ensure athletic fields and facilities lighting is operational only during periods of use for the pre-approved activity. Under no circumstance should field lights be on with no activity present.

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k. When offering youth sports for those under the age of eighteen (18), the Association must comply with the following:

   i. Prior to opening day, the Association must implement a mandatory background check completed on all coaches by a reputable organization that is approved by the City. New coaches added during the year must also undergo this background check. Background checks must be completed on each coach one time per year. The Association must email the City at pard@huttotx.gov a detailed list of coaches and when the background check was completed, and confirm that each coach utilized by the Association for this Agreement term has passed their background check.

   ii. Scorekeepers and bookkeepers can be parents or adults over 16.

   iii. All coaches, and necessary participating parents, must go through an approved coach training program that is pre-approved by the City.

   iv. All parents and spectators must watch a video series regarding appropriate behavior and decorum.

l. The Association is responsible for ensuring there is no alcohol present on City property (Sec.18.02.002)

   i. It shall be unlawful and considered a class C misdemeanor offense for anyone to consume intoxicating liquor or any alcoholic beverage, or possess an open container of intoxicating liquor or alcoholic beverage, in all designated parking areas, or within 25 feet either side of any roadway, within the boundaries of the city-owned public parks located within the city limits.

   ii. Alcohol is prohibited at any and all organized youth sports activities or programs within city park property. Any event that wishes to sell alcohol at an event using public park facilities must meet any and all required state alcoholic beverage commission requirements as set by the city special event request form required by the city police department.

m. Any and all signage (banners, flyers, menu boards, etc.) temporary or permanently mounted at the City fields, fences, or inside the area must be approved by the Parks and Recreation Department. All signage must be removed within fifteen (15) days of the conclusion of the season.

9. **Fee Requirements:**

   a. The Association shall pay fees to help recover a portion of the operations costs of providing and maintaining athletic fields and facilities, including reimbursing the City for all electric costs during the months that the Association's programs are in session. These fees shall be $ 15.00 per resident registration and $ 20.00 per nonresident registration.

   b. The Association will pay a fee to use concessions. The rental of Holmstrom field does not secure the Holmstrom concession rental.

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c. Field preparation (stripping, dragging and chalking) will take place prior to the start of the first scheduled game for that day. The City of Hutto will cover this cost. Additional field preparation will be at the costs of the Association.

d. All fees are for each season. Fees are due to the City within fifteen (15) business days of the conclusion of the season. Failure to pay fees in a timely manner may result in loss of field privileges.

Association Fees

Light Fee	$20 per hour per field
Resident Fee	$15 per player per season
Non- Resident Fee	$20 per player per season

Out of Season Tournaments Field Rental Fees (Mager and/or Holmstrom)

Field Rental	$25 per hour
Light Rental	$25 per hour
Deposit	Waived
Gate Fee (if approved)	20% of fee
Team Fee (All-Star Only)	$25 per team

Concessions Fees (Mager and/or Holmstrom)

Rental Fee (Weekends and Holiday Weekend)	$50 per day
Rental Fee (Weekday)	$15 per day
PARD Staff (If Necessary)	$25 per hour
Deposit	$500 refundable per season

Additional Field Maintenance Fees

Re-Chalking	$25 per field
Re-Dragging	$25 per field

e. Associations may not charge any fees without prior approval of the City for any event. Each event will be considered separately. Users shall not sublease facilities or collect fees from any other use without prior permission. (Example: independent tournaments, inter-league scheduling, etc.)

f. Potential sponsors and sponsorships must be appropriate for minor and youth sports participants. The City reserves the right to deny a sponsor if they are not deemed appropriate.

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

10. **Insurance Requirements:**

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a. Individual players, participants or spectators are not covered by any insurance policy held by the City of Hutto.

b. All Sports Associations shall be required to carry commercial general liability insurance with a minimum coverage of $1 million each occurrence, with at least $1 million aggregate. The City of Hutto shall also be listed as an additional insured on the policies. Insurance policies that do not meet these requirements will be forwarded to the City's Legal Department for review. Acceptance is in the City's sole discretion. **Proof of insurance must be submitted by January 31st of each year.**

c. Glass breakage or other damage to vehicles on right-of-ways or parking lots are not subject to coverage under the City's insurance policy. Theft, vandalism, or damage to personal vehicles parked on the park property is not subject to any coverage by the City of Hutto and the **City shall be released, indemnified and held harmless from such incidents**. It is recommended that participants and spectators carry their own auto insurance and lock their vehicles during events at City facilities.

d. Theft or loss of property/damage to equipment and supplies caused by inclement weather or any other means is not the responsibility of the City of Hutto. **All participants release, indemnify and hold the City harmless from and against any damages from such incidents**. This includes all items stored in concession facilities, meeting rooms and storage areas.

e. **THE CITY'S PARKS AND ALL FACILITIES ARE ACKNOWLEDGED BY THE ASSOCIATION TO BE ACCEPTED IN AN "AS IS" AND "WHERE IS" CONDITION AND NO REPRESENTATIONS OR WARRANTIES AS TO FITNESS, SAFETY, HABITABILITY OR SUITABILITY ARE MADE BY THE CITY, SAID REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE CITY DOES NOT GUARANTY OR WARRANT THAT THE PARK, THE FACILITIES, THE SERVICES TO BE PROVIDED BY THE CITY, OR LIGHTING FACILITIES OR OTHER EQUIPMENT WILL BE APPROPRIATE, EFFECTIVE OR USEABLE BY THE ASSOCIATION. THE CITY SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY FAILURE TO FURNISH OR MAKE AVAILABLE ANY FACILITY, SERVICE OR EQUIPMENT.**

f. **THE ASSOCIATION ACKNOWLEDGES THAT ITS ACTIVITIES AND ITS INTENDED USE OF CITY FACILITIES CARRY INHERENT RISKS AND MAY RESULT IN INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. THE ASSOCIATION SHALL INSPECT ALL FIELDS AND FACILITIES PRIOR TO ANY USE AND ASSUMES ANY DAMAGE OR LOSS ARISING FROM THE ASSOCIATION'S NEGLIGENCE. THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, INJURIES, AND LOSSES IN ANY WAY ARISING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE ASSOCIATION.**

11. **Budget and Fiscal Controls:**

a. The Association will submit within fifteen (15) business days after each season ends, copies of a detailed financial report, including all final participation numbers. If the Association conducts a spring, summer and fall season, the Association should submit a seasonal financial statement with an amended annual statement at the conclusion of all seasons. The report should include a cash flow report showing income, expenses and all fund balances for all league play and any tournament, clinics or camps. An audit may

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be performed by the City of Hutto and the Association shall make its books and records available to the City within five (5) days.

b. To assure fiscal control, the Association will:

   i. Use a checking account. No cash reimbursements above $25.00 shall be made to any individual or organizations. All cash reimbursements must be accompanied by a receipt.

   ii. Keep all canceled checks and records in compliance with non-profit status

   iii. Submit documentation that verifies valid non-profit or IRS 501(c) (3) status.

   iv. A separate line item for the payment of officials must be included within the financial reports.

   v. Immediately notify Hutto Parks and Recreation Department at pard@huttotx.gov, of any financial difficulty.

   vi. Association must submit a written Cash Handling policy by January 31st of each year.

   vii. Association must use best practices for records and storage retention.

c. The City reserves the right to inspect the Association's financial records at any time. All financial documents must be provided within twenty-four (24) hours of a written request from the City of Hutto. It will be the Association's responsibility to provide all requested items.

12. **Concessions**:

a. Associations may operate concession stands under the following guidelines:

   i. Under this agreement, the Association is responsible for operations of the concession stands.

   ii. Associations must pick up litter/trash in the area of their facility each game day. This includes the breakdown of all boxes. Non-compliance with concession and litter collection will result in the forfeiture of concession privileges by the association.

   iii. Associations may not subcontract the concession facility to a third party.

   iv. Sales of goods (such as opening and closing day events, camps and fundraising events) on City property should be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between associations.

   v. Any other sales of concessions not identified in this agreement must comply with and pay fees as required under the current City ordinances.

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b. Associations must follow local, state, and federal laws regarding food preparation. Association is responsible for any warnings or citations from Health inspector if food handling regulations are not followed.

c. Association must contact the Parks and Recreation Department at pard@huttotx.gov to confirm reservations of concession stands. Mager concessions will be available on game dates. The rental of the Holmstrom field does not secure the Holmstrom concession rental.

13. **Scheduling – Status of Playing Conditions**:

a. The Parks and Recreation Department has final authority in field allocation.

b. The Association and the City will share a google document that will hold the Associations practice and game dates and times. This google document is to be edited by the Association, and must be kept up to date. The Association must notify the City with any changes to the practice or game schedule five (5) business days before the schedules change.

c. All game fields must be reserved through the Parks and Recreation Department. All game fields are closed to reservations November 15th to January 31st and July 15th to August 30th to allow proper maintenance, upkeep and renovation. Any exception must be approved in writing by the City Manager or designee. Use during closing time is on an as needed basis.

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

e. The City must be immediately notified at pard@huttotx.gov of any proposed game cancellations. The City has the absolute authority to close the parks and facilities in the event of inclement weather, wet grounds, man-made issues, or any other "act of nature" that causes questionable playing conditions.

f. Make-up games or practices must be submitted to pard@huttotx.gov at least five (5) business days before any games or practices. Unless rain outs use existing reserved days.

g. City parks and fields close at 11:00 p.m. as set by City ordinance. Any formal exemptions can be made at least 7 business days in advance. Please email the reasoning and justification to pard@huttotx.gov.

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

a. Associations may not make any permanent or temporary improvements without the written approval of the City. Permanent improvements will be subject to City inspection and must meet City codes.

b. Additional Field maintenance will be done by the City. Associations will pay the City to perform this service.

c. Associations are required to report any broken, damaged, or unsafe items via pard@huttotx.gov.

DRAFT

d. Association shall pick up all trash on and between all playing fields, dugouts, restrooms, bleacher areas, and parking areas (where applicable/within reason) and disposed into trash receptacles on the scheduled game and practice days. If the trash receptacles become full, it is the responsibility of the Association to empty them into the dumpster. The Association must replace the receptacles with bags provided by the City. Failure to clean ground trash and trash receptacles will result in a $25 per hour per person fee for the cleaning of facilities.

e. Scheduled game times begin no earlier than 8:00 a.m. and conclude no later than 11:00 p.m.

f. The City is not obligated to provide storage or meeting space for associations or organizations. Any City property storage area that is made available to user groups shall be maintained in a clean and orderly manner or the user's privileges will be revoked. Any additional storage areas that are needed must be pre-approved and comply with the City of Hutto building and permit standards.

15. **Field Allocations:**

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

Hutto Youth Baseball and Softball Association - Use of the youth baseball, softball, t-ball at Mager Field, Creekside Field, and Holmstrom.

Field allocations remain in effect throughout the contract period subject to any changes made by the City.

b. The City reserves the right to offer the fields for reservations when not in use by the Association.

c. Holmstrom field is closed to the Association on Wednesday and Thursday nights. The youth baseball and softball fields are closed to the Association on Thursday nights.

16. **Tournaments, Clinics, Camps, and Special Events**:

a. Tournaments must be approved in writing by the City, and cannot be scheduled on the date of a City of Hutto Special Event unless otherwise approved. Tournaments are defined as a specials series of play that includes teams either in or out of the Association. This includes tournaments that are exclusive to the Association's teams only.

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

c. Out of season or All-Star Tournaments may only be scheduled within the allowable dates according to the contractual agreement. Association will be charged $25.00 for each team participating in the tournament.

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d. Gate fees may not be charged for entry into any public park without the written consent of the Parks and Recreation Department.

17. **Revocation of Contract**:

a. Enforcement of this contract will be implemented through periodic monitoring by the Parks and Recreation Department.

b. Failure to comply with all of the provisions set forth in this contract may result in this contract being revoked by the City and all privileges set forth being eliminated.

c. Reapplication for use of city facilities may be presented to the City and Parks and Recreation Advisory Board the following season.

18. **Schedule of Required Documents and Deadlines**:

The list below summarizes all required documentation that must be presented to the City of Hutto Parks and Recreation Department. All forms are to be submitted to the Parks and Recreation Department at the following address:

Hutto Parks and Recreation Department
500 West Live Oak Street OR pard@huttotx.gov
Hutto, TX 78634

If required documents are not timely or properly submitted, the City of Hutto reserves the right to terminate this agreement including field preparation, concession privileges, and field lights. If the City terminates this agreement, the Association will forfeit all rights of use of all athletic fields and facilities, concession privileges and field lights.

Section	Documents Required	Due Date
1	List of coaches and completed background checks	Before first game of each season
1	Documentation of the coach's training/certification completed	Before first game of each season
1	Documentation of the parents training program completed	Before first game of each season
3	Copy of Insurance as described	January 31
4	Detailed financial reports as described	30 days at the end of each season
4	Cash handling policy	January 31
6	Additional field preparation requests as described	10 business days' notice before the start of the season
7	Practice Schedule	3 weeks from the close of registration
8	Game Schedule	3 weeks from the close of registration
9	Tournament Schedule	6 weeks in advance

19. **City-Owned Field Maintenance Agreement:**

a. The City will maintain the infields, fencing, grass, and lighting.

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b. The City will paint field lines on the grass when deemed necessary.

c. The City will prepare and maintain the restrooms in a safe and sanitary condition.

d. The City will be responsible for the unlocking/locking of fields and facilities. The Association will receive codes or keys for the fields or facilities as needed if city is unable to unlock for any reason.

e. The City will be responsible for the adjustments of bases and mounds during games. The Association is responsible for moving bases for any additional games played after bases have been set by city. Any damages or missing equipment will result in a fee based on the price of the broken or missing equipment.

f. The Association is not permitted to perform any field repairs, dragging, or other maintenance. If additional maintenance the Association must pay a fee of $25 per hour per Groundskeeper needed.

g. The Association will prohibit its coaches and players from hitting softballs/baseballs into any Ballfield fences unless it occurs in the natural course of a game. Failure to enforce this policy may result in the Association incurring costs associated with the repairs of the fencing or termination of this agreement.

h. The Association will have permission to schedule lights. Lights can be used for Practices, league games, scheduled tournaments, special events and make-up games approved by the City.

i. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.

j. The Association is responsible to ensure athletic fields and facilities lighting is operational only during periods of use under the contract. Under no circumstance should field lights be on with no activity present.

k. Failure to comply could result in the cancellation of this agreement and/or a charge-back of costs to the Association.

l. The City is responsible for adjusting the lights at the Mager fields to activate during spring and fall daylight savings time. If needed, the Association will be responsible for manually turning on Mager Field lights. Lock box code is provided by the City.

20. **Field/Facility Inspection and Closure Agreement:**

a. The City will close the fields/facilities under the following conditions:

i. A City-sponsored event is scheduled.

ii. The fields need to be rested due to usage.

iii. The athletic fields and facilities are too wet and unplayable for games.

iv. The athletic fields and facilities need to be closed in the interest of participant safety and/or preservation of the playing surfaces.

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21. **Procedures for Athletic Fields and Facilities Closure:**

    a. The primary responsibility to determine athletic fields and facilities closure decision shall rest with the City.

    b. The appropriate Association contact has the responsibility to inform the Association and participants concerning field closure decisions and will also render a final game-day decision on the weekends when necessary.

    c. The City will inspect the athletic fields and facilities by 3:00 p.m. on the game and/or practice day.

    d. The City will render a decision based upon field conditions and/or the weather.

    e. The decision of the City will be final.

    f. If inclement weather becomes a factor after 3:00 p.m. the umpires and/or Association officials shall follow the same guidelines for deciding cancellation or postponement.

22. **Limitation of Liability:** Under no circumstances will the City be liable for any claim, loss, damage, or injury, whether to persons or property, in connection with the use of City parks or facilities or in any way arising from this Agreement. An Association's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.

23. **Contact Information**: The following are designated as the Association's contact people, who is to serve as the Association's primary point of contact. These peoples phone number and email address must be current at all times throughout this agreement. These contact people or information may be changed by the Association only by written notice to the City. Any member of the board may contact the City if the below two points of contact cannot communicate. For any serious medical or non-medical emergencies, the Association must call 911.

    Name: _____ Name: _____

    Phone Number: _____ Phone Number: _____

    Email: _____ Email: _____

24. **Agreement Approval**: The person executing this agreement on behalf of the Association, or representing themselves as executing the agreement on behalf of the Association warrants that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking of this agreement.

25. **Severability**: If any provision of this Agreement is found to be invalid or unenforceable by a court of

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competent jurisdiction, then the invalid or unenforceable provision shall be struck from the Agreement and all other provisions shall remain in full force and effect, or the invalid or unenforceable provisions shall be amended to be enforceable and valid and to reflect the original intent of the Parties to the extent possible.

26. **Waiver**: Failure to remedy any breach shall not constitute a waiver of that right at the time of the breach or in the future. A waiver by either Party of any one right shall not be deemed to be a waiver or any other right. Rights may only be waived in writing or as waived herein.

27. **Jurisdiction and Venue**: This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper in Williamson County, Texas

CITY OF HUTTO

By: _____
Matt Wojnowski Date
Acting City Manager

ASSOCIATION

By: _____
[Name] Date
President of Association

APPROVED AS TO FORM
Dorothy Palumbo, City Attorney

By: _____
Cristian Rosas-Grillet Date
Assistant City Attorney

ATTESTED

By: _____
Holly Nagy Date
City Secretary

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RESOLUTION NO. 2021-177

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN ATHLETIC FACILITY USE AGREEMENT WITH HUTTO YOUTH BASEBALL AND SOFTBALL ASSOCIATION FOR 2022; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City Council desires to approve an Athletic Facility Use Agreement with Hutto Youth Baseball and authorize the Acting City Manager to execute the Agreement.

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

Section 1. The Hutto City Council hereby approves the Athletic Facility Use Agreement with Hutto Youth Baseball and authorizes the Acting City Manager to execute the Agreement, a copy of which is attached hereto as **Exhibit A**.

Section 2. 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 December, 2021.

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

ATTEST:

_____

Holly Nagy, City Secretary

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action to appropriate funds not to exceed $100 for Boards and Commission booth at Holidays in Hutto. (Councilmember Kinsey)
Meeting: Thursday, December 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. RE_ Holidays in Hutto

From: Mandi Villarreal Salvo
To: Stacy Schmitt
Cc: Krystal Kinsey; Kristi Robich; Robin Sutton; Holly Nagy
Subject: RE: Holidays in Hutto
Date: Wednesday, November 17, 2021 9:55:55 PM
Attachments: image001.png

Stacy,

We're going to reach out to the chairs of each committee/board to create a sign-up. I'm going to create a 8.5x11 single-sided flyer talking about boards/commissions and get an cost estimate for printing. Krystal is planning to get this on the next agenda so we can do a budget amendment to cover printing costs.

Robin and I will be available to help at the table that evening, too.

Holly – can you please send us the email addresses for the chairs below?

Krystal: D&I – Brian Thompson, Building and Standards – Randal Clark, and ZBA – Randal Clark
Robin: HPC, Library – Tara Chappell, P&Z – Rick Hudson
Mandi: Parks – Perry Savard, EDC – Mike Arismendez, Ethics - ?

¡Viva Hutto!
Mandi

Mandi Villarreal Salvo
Hutto City Council, Place 3

500 W. Live Oak Street | Hutto, TX | 78634
Call/Text: (512) 663-8089
E: Mandi.Villarreal.Salvo@Huttotx.gov
W: www.huttotx.gov

This email, plus any attachments, may constitute a public record of the City of Hutto and may be subject to public disclosure under the Texas Public Information Act. Improper disclosure of the content of this email or its content may constitute a violation of the Texas Penal Code.

From: Stacy Schmitt <stacy.schmitt@HuttoTX.gov>
Sent: Tuesday, November 16, 2021 11:08 AM
To: Robin Sutton <Robin.Sutton@HuttoTX.gov>
Cc: Krystal Kinsey <krystal.kinsey@HuttoTX.gov>; Mandi Villarreal Salvo <Mandi.Villarreal.Salvo@HuttoTX.gov>; Kristi Robich <Kristi.Robich@HuttoTX.gov>
Subject: RE: Holidays in Hutto

We can definitely provide booth space. However, the issue has been to get people to work at the booth and what type of information, material is available to distribute. Also, people want to get something to engage at this type of event. If you all want to make this happen we can provide a booth just let us know asap so we can plan.

From: Robin Sutton
Sent: Friday, November 12, 2021 2:59 PM
To: Stacy Schmitt <stacy.schmitt@HuttoTX.gov>
Cc: Krystal Kinsey <krystal.kinsey@HuttoTX.gov>; Mandi Villarreal Salvo <Mandi.Villarreal.Salvo@HuttoTX.gov>
Subject: Holidays in Hutto

Stacy,
I have been thinking about how we can get information out about our boards/commisisions. Is it possible to have a booth at Holidays in Hutto with literature on each of them? Maybe have a representative of each to discuss more about them? This is just a thought I was having to get more community involvement.
Thoughts?

Robin Sutton
Hutto City Council Place 1
512.529.9445

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Resolution No. R-2021-179 a joint resolution of the City of Hutto, Texas, the Cottonwood Development Corporation, and the River Creek Development Corporation, approving a contingent fee engagement agreement with the Kassab Law Firm for representation in asserting claims of legal malpractice; making required findings; providing for an effective date. (George Hyde)

Meeting: Thursday, December 2, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

Certain public notices and findings made by resolution are required before approving a contingent fee engagement agreement for legal services pursuant to Chapter 2254 of the Texas Government Code. The resolution is prepared to comply with these requirements. The engagement agreements, a chapter 2254 preprepared compliance checklist and these approval resolutions must be included with our submittal to the Texas Attorney General's Office to approve the contingent fee contract so we can move forward with our claims against the former City Attorneys.

We have completed the agreements as provided by law, Kassab Law Firm has approved the agreements, and upon approval of the resolutions by each governmental entity we can file the agreements for approval by the Texas Attorney General. Until approved the Kassab Law Firm may not perform any work on our matter. Once approved by the Texas Attorney General's Office, the Kassab Law Firm can proceed with your claims.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Revised Hutto City Council Contingent Fee Contract Approval Resolution 2021.11.24

RESOLUTION NO. 2021-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS AUTHORIZING THE KASSAB LAW FIRM TO TAKE ALL APPROPRIATE LEGAL ACTION TO ASSERT CLAIMS AGAINST MCGINNIS LOCHRIDGE, PARTNER MICHAEL A. SHAUNESSY, PARTNER BILL BINGHAM, AND OTHERS AS NECESSARY TO RECOVER DAMAGES RESULTING FROM THEIR WRONGDOING IN THE COURSE OF PROVIDING THE CITY OF HUTTO WITH LEGAL SERVICES; AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO AND EXECUTE THE JOINT CONTINGENT FEE ENGAGEMENT AGREEMENT; MAKING REQUIRED FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds notice was given before or at the time of giving the written notice required by Section 551.041 for a City Council Meeting on December 2, 2021; and,

WHEREAS, the City Council finds pursuing legal malpractice and other claims against its former attorneys and law firm and seeking monetary damages for their failure to properly render legal services to the City is necessary and appropriate; and,

WHEREAS, the City Council finds the City and other related entities should be entitled to recover all monetary damages of whatever nature caused by the failure to properly render legal services to the City, including monies spend in subsequent lawsuits which were a consequence of the failure to properly render legal services; and,

WHEREAS, the City Council finds the Kassab Law Firm is a full-service boutique law firm staffed with legal malpractice lawyers concentrating solely on plaintiffs' legal malpractice law. The firm is located in Houston, Texas but represents both corporate entities and individuals in legal malpractice cases nationwide. Lance Christopher Kassab is Board Certified Diplomate of the American Board of Professional Liability Attorneys in Legal Professional Liability. Lance, as the founder of the firm, has over 23 years of experience handling and trying legal malpractice claims and has successfully handled well over two thousand (2,000) legal malpractice claims, many involving multi-million-dollar damages. The Kassab Law Firm is a family-run business as Lance is joined by his nephew David Eric Kassab, who together have represented hundreds of victims of legal malpractice for nearly a decade; and,

WHEREAS, the City Council finds, the attorneys and law firm selected have had no prior relationship with the City of Hutto, the Local Government Corporations involved or the Chief Litigation Counsel and was recommended after the Chief Litigation Counsel for all the entities, conducted an evaluation of available services and selected the firm and attorneys based on demonstrated competence and qualifications to perform the services; and,

WHEREAS, the City Council finds the City and Local Government Corporations are serviced by contract attorneys, do not have full-time in-house legal support and the current contract attorneys do not have the requisite experience to pursue the claims involved; and,

WHEREAS, the City Council finds Due to the nature of the claims, it is in the best interest of the government entities to pursue the claims on contingent fee basis rather than pay by the hour. In doing so, the city's claims can be pursued without a financial obligation on the members of the public no matter the outcome, and which would otherwise be cost prohibitive; and,

WHEREAS, the City Council finds they considered action to approve the contingent fee engagement agreement in an open meeting called for the purpose of considering these matters; and,

WHEREAS, the City Council finds it should approve the contingent fee engagement agreement by resolution because there is a substantial need for the legal services. the legal services cannot be adequately performed by the attorneys and supporting personnel of the City, and the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and because the political subdivision does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees; and,

WHEREAS, the City Council now desires to authorize the Kassab Law Firm to take all appropriate legal action to assert claims against McGinness Lochridge. Partner Michael A. Shaunessy, Partner Bill Bingham and others as necessary to recover damages for their wrongdoing.

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

Section 1. All the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Hutto, Texas and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The Kassab Law Firm is engaged to represent the City in the claims identified herein.

Section 3. The Council approves the contingent fee engagement agreement and authorizes the acting City Manager to execute it on behalf of the City.

Section 4. This Resolution shall become effective upon a majority vote in favor by the City Council.

CONSIDERED and RESOLVED by the City Council of the City of Hutto, Texas on this the 2nd day of December 2021.

City of Hutto, Texas

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2021-070 approving the proposed annexation of the Hanson - Tasto Tract, 30.3 acres, more or less, of land, and to establish the base zoning for the property as SF-R (Single-Family Residential - Rural Estate). (Second Reading)(Ashley Lumpkin).
Meeting:	Thursday, December 2, 2021
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The subject property has a Development Agreement in Lieu of Annexation to annex prior to development occurring. The specific agreement is attached. This annexation is for a portion of the tract that is proposing voluntary annexation and PUD zoning for a hybrid multi-family project and commercial zoning.

SUMMARY OF REQUEST:

The proposed Planned Unit Development is also on this agenda. The applicant requests discussion on the proposed PUD in tandem with the annexation request.

STAFF REVIEW:

Staff recommends approval of the voluntary annexation.

FINANCIAL IMPACT:

Not applicable with this request.

POLICY IMPLICATIONS:

Not applicable with this request.

ATTACHMENTS:

1. SchmidtsCreekAnnex(30.3ac)-LOI
2. Schmidts Creek Annex Ord
3. SchmidtsCreekAnnex(30.3ac)-Survey
4. SchmidtsCreekAnnex(30.3ac)-Deed
5. Hanson(70.096)r

September 13, 2021

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

Re: Application for Annexation; 30.3 acres located at 450 Ed Schmidt Blvd, Hutto, TX 78634; a portion of WCAD parcel R020489 & R020490 (the "Property")

Dear City of Hutto:

The Property located 450 Ed Schmidt Blvd and is contiguous to the city limits. It is less than half a mile in width and there is 1 (one) resident living on the property. The Property is currently unzoned and has a residence on the Property.

If you have any questions regarding this annexation, please do not hesitate to contact me at your convenience.

Sincerely,

Amanda C. Brown

ORDINANCE NO. O-2021-070

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 30.3 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 30.3 acres, more or less, of land, being out of the Nathaniel Edwards Survey, Abstract No. 225 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 and 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-R (Single Family Residential – Rural Estate) 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 **18th** day of **October, 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.

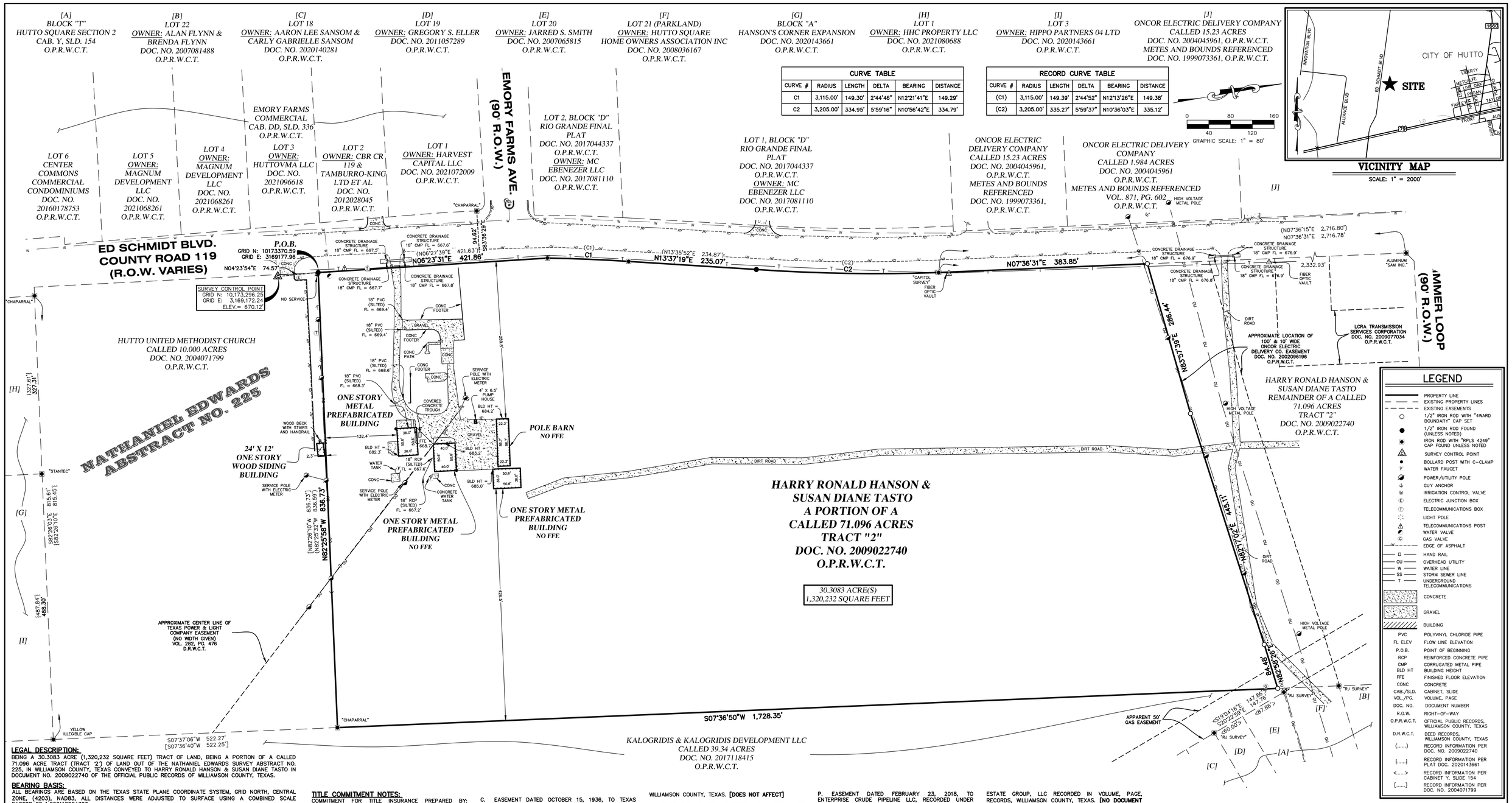
READ, PASSED and **ADOPTED** on first reading of ordinance this the **18th** day of **October, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	3,115.00'	149.30'	2°44'46"	N12°21'41"E	149.29'
C2	3,205.00'	334.95'	5°59'16"	N10°56'42"E	334.79'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
(C1)	3,115.00'	149.39'	2°44'52"	N12°13'26"E	149.38'
(C2)	3,205.00'	335.27'	5°59'37"	N10°36'03"E	335.12'

LEGAL DESCRIPTION:
BEING A 30.3083 ACRE (1,320,232 SQUARE FEET) TRACT OF LAND, BEING A PORTION OF A CALLED 71.096 ACRE TRACT (TRACT "2") OF LAND OUT OF THE NATHANIEL EDWARDS SURVEY ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS CONVEYED TO HARRY RONALD HANSON & SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000118984303.

SURVEY CONTROL:
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JULY 19, 2021.

UTILITY NOTE:
THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

GENERAL NOTES:
1) PROPERTY ADDRESS: ED SCHMIDT BLVD. HUTTO, TEXAS 78634
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.
4) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES.
5) AT THE TIME OF THE FIELD SURVEY, THERE WAS NO EVIDENCE THAT THIS SITE IS OR WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
6) THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: TEXAN TITLE INSURANCE COMPANY
G.F. NO.: 21061531
EFFECTIVE DATE: JUNE 30, 2021
ISSUED: JULY 12, 2021

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:
[DELETED]

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. EASEMENT DATED AUGUST 7, 1925, TO LONE STAR STATE POWER CO., INC., RECORDED IN VOLUME 224, PAGE 375, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

B. EASEMENT DATED JUNE 15, 1928, TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 240, PAGE 228, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–BLANKET EASEMENT]**

C. EASEMENT DATED OCTOBER 15, 1936, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 476, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–SHOWN ON SURVEY]**

D. EASEMENT DATED SEPTEMBER 18, 1941, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 310, PAGE 83, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–AMBIGUOUS DESCRIPTION]**

E. EASEMENT DATED JUNE 28, 1972, TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 730, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

F. EASEMENT DATED DECEMBER 29, 1975, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 624, PAGE 651, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

G. EASEMENT DATED FEBRUARY 5, 1981, TO SEMINOLE PIPELINE COMPANY, RECORDED IN VOLUME 826, PAGE 343, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–AMBIGUOUS DESCRIPTION]**

H. EASEMENT DATED JANUARY 9, 1981, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 858, PAGE 3, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

I. EASEMENT DATED NOVEMBER 26, 2002, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2002096196, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

J. EASEMENT DATED OCTOBER 29, 2004, TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005007566, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

K. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074210, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

L. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074211, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

M. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074212, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

N. EASEMENT DATED OCTOBER 1, 2009, TO LCRA TRANSMISSION SERVICES CORPORATION, RECORDED UNDER DOCUMENT NO. 2009077034, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

O. EASEMENT DATED FEBRUARY 23, 2018, TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER DOCUMENT NO. 2018022446, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND MERGER RECORDED IN DOCUMENT NO. 2020082921, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

P. EASEMENT DATED FEBRUARY 23, 2018, TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER DOCUMENT NO. 2018110446, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

R. TERMS, CONDITIONS AND STIPULATIONS OF THE RECORDING MEMORANDUM OF RIGHT OF ENTRY, POSSESSION AND USE AGREEMENT DATED DECEMBER 21, 2016, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND ENTERPRISE CRUDE PIPELINE, LLC RECORDED UNDER DOCUMENT NO. 2017012109, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND MERGER RECORDED UNDER DOCUMENT NO. 2020082921, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

S. TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO]**

T. TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

U. TERMS, CONDITIONS AND STIPULATIONS OF THE TRI–PARTY AGREEMENT DATED JUNE 1, 2018, BY AND BETWEEN HARRY RON HANSON, SUSAN DIANE TASTO, AND MARCELLA L. MCCARTHY AND ENDEAVOR REAL ESTATE GROUP, LLC RECORDED IN VOLUME, PAGE, RECORDS, WILLIAMSON COUNTY, TEXAS. **[NO DOCUMENT PROVIDED]**

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48491C0520F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER 20, 2019.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ALTA/NSPS CERTIFICATION:
TO: ASPEN TOPCO II ACQUISITIONS, LLC, SUSAN DIANE TASTO AND HARRY RONALD HANSON, LONGHORN TITLE COMPANY AND TEXAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT 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), 8, 11, AND 13 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON (JULY 28, 2021).

8/3/2021
JASON WARD, RPLS — DATE
TEXAS REGISTRATION NO. 5811

STATE OF TEXAS REGISTERED JASON WARD 5811 PROFESSIONAL LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY OF 30.3083 ACRES OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225
City Of Hutto ETJ, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/3/2021
Project:	01274
Scale:	1" = 80'
Reviewer:	PRB
Tech:	JB
Field Crew:	MW/JG
Survey Date:	JULY 2021
Sheet:	1 OF 1

P:\01274\Dwg\01274.dwg

EXHIBIT "_____"

TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.3083 ACRES (1,320,232 SQUARE FEET) OUT OF THE NATHANIAL EDWARDS SURVEY, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 71.096 ACRES TRACT CONVEYED TO HARRY RONALD HANSON AND SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 30.3083 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of Ed Schmidt Boulevard (County Road 119 – right-of-way varies), being the northwest corner of a called 10.000 acres tract conveyed to Hutto United Methodist Church in Document No. 2004071799 (O.P.R.W.C.T.), and being the southwest corner of said Hanson and Tasto 71.096 acres tract, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north line of said United Methodist Church tract, with east right-of-way line of said Ed Schmidt Boulevard and the west line of said Hanson and Tasto 71.096 acres tract the following five (5) courses and distances:

1) **N06°23'31"E**, a distance of **421.86** feet to an iron rod with "RPLS 4249" cap found for a non-tangent point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **3,115.00** feet, whose arc length is **149.30** feet and whose chord bears **N12°21'41"E**, a distance of **149.29** feet to an iron rod with "RPLS 4249" cap found for an angle point hereof,
3) **N13°37'19"E**, a distance of **235.07** feet to a 1/2-inch iron rod found for a non-tangent point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **3,205.00** feet, whose arc length is **334.95** feet and whose chord bears **N10°56'42"E**, a distance of **334.79** feet to an iron rod with "Capital Survey" cap found for an angle point hereof,
5) **N07°36'31"E**, a distance of **383.85** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northwest corner hereof, being the south line of a 100' and a 10' wide Oncor Electric Delivery Company Easement recorded in Document No. 2002096196 (O.P.R.W.C.T.);

THENCE, with the south line of said Oncor Electric Delivery Company Easement and the north line hereof, the following three (3) courses and distances:

1) **N83°57'39"E**, a distance of **286.44** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
2) **N82°17'02"E**, a distance of **445.11** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
3) **N82°58'26"E**, a distance of **84.48** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, being the west line of said Hanson and Tasto 71.096 acres tract, and being in the west line of a called 39.34 acres tract conveyed to Kalogridis & Kalogridis Development LLC in Document No. 2017118415 (O.P.R.W.C.T.);

THENCE, leaving the south line of said Oncor Electric Delivery Company Easement, with the common line of said Hanson and Tasto 71.096 acres tract and said Kalogridis & Kalogridis Development tract,

S07°36'50"W, a distance of **1,728.35** feet to an iron rod with "Chaparral" cap found for the southeast corner hereof, being the southeast corner of said Hanson and Tasto 71.096 acres tract, and being the northeast corner of said United Methodist Church tract, from which an iron rod with illegible yellow cap found for the southeast corner of said United Methodist Church tract, being the northeast corner of Lot 3, Block "A" Hanson's Corner Expansion, a subdivision recorded in Document No. 2020143661 (O.P.R.W.C.T.) bears, S07°37'06"W, a distance of 522.27 feet;

THENCE, leaving the west line of said Kalogridis & Kalogridis Development tract, with the common line of said United Methodist Church tract and said Hanson and Tasto 71.096 acres tract, **N82°25'58"W**, a distance of **836.73** feet to the **POINT OF BEGINNING** and containing 30.3083 Acres (1,320,232 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000111448862. See attached sketch (reference drawing: 01274.dwg.)

8/3/2021

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

HARRY RONALD HANSON INDEPENDENT EXECUTOR OF THE ESTATE OF JACKIE S. HANSON, DECEASED	**TO**	**SUSAN DIANE TASTO AND HARRY RONALD HANSON**

EXECUTOR'S DEED

STATE OF TEXAS, §
§
COUNTY OF WILLIAMSON §

THAT, WHEREAS, the Last Will of JACKIE S. HANSON, Deceased, was duly admitted to probate on the 9th day of March, 2010, by the County Court at Law No. 4 of Williamson County, Texas, in Cause No. 10-0078-CP4, and HARRY RONALD HANSON was appointed Independent Executor of the Will ("Estate"), and

WHEREAS, JACKIE S. HANSON, by her Will, devised the following described real property to SUSAN DIANE TASTO and HARRY RONALD HANSON, and the Independent Executor, HARRY RONALD HANSON, desires the devise be recorded in the Official Public Records of Williamson County, Texas; and

NOW, THEREFORE, I, HARRY RONALD HANSON, acting in my capacity as Independent Executor of the Will of the Estate of JACKIE S.

STATE OF TEXAS,

COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this 6th day of August, 2010, by Harry Ronald Hanson, Independent Executor of the Estate of Jackie S. Hanson, Deceased.

DONNA ROBINSON
MY COMMISSION EXPIRES
January 28, 2014

Donna Robinson
Notary Public in and for
The State of T E X A S

AFTER RECORDING,
PLEASE RETURN TO:
LAW FIRM OF TED W. HEJL
P.O. BOX 192
TAYLOR, TEXAS 76574

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2010053480
Nancy E. Rister
08/12/2010 11:50 AM
JNETHERBY $28.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

(1) E Ted W. Hejl
311 Talbot St
PO Box 192
Taylor, Tx 76574

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

HARRY RONALD HANSON AND SUSAN DIANE TASTO AS INDEPENDENT CO-EXECUTORS OF THE ESTATE OF HARRY E. HANSON, DECEASED	**TO**	**HARRY RONALD HANSON, INDIVIDUALLY AND SUSAN DIANE TASTO, INDIVIDUALLY**

EXECUTOR'S DEED

STATE OF TEXAS, §
§
COUNTY OF WILLIAMSON §

THAT, WHEREAS, the Last Will of HARRY E. HANSON, Deceased, was duly admitted to probate on the 28th day of April, 2011, by the County Court at Law No. 4 of Williamson County, Texas, in Cause No. 11-0202-CP4, and HARRY RONALD HANSON and SUSAN DIANE TASTO were appointed Independent Co-Executors of the Will ("Estate"), and

WHEREAS, HARRY E. HANSON, by his Will, devised the following described real property to HARRY RONALD HANSON and SUSAN DIANE TASTO, and the Independent Co-Executors, HARRY RONALD HANSON and SUSAN DIANE TASTO, desire the devise be recorded in the Official Public Records of Williamson County, Texas; and

NOW, THEREFORE, WE, HARRY RONALD HANSON and SUSAN DIANE TASTO, acting in their capacity as Independent Co-Executors of the Will of

the Estate of HARRY E. HANSON, Deceased, for the partition and settlement of the HARRY E. HANSON Estate, and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to me this day cash in hand paid by HARRY RONALD HANSON and SUSAN DIANE TASTO, hereinafter called "Grantees", the receipt of which is hereby acknowledged and confessed, and for which no lien express or implied, is herein retained; and

Has GRANTED, TRANSFERRED AND CONVEYED, and by these presents does GRANT, TRANSFER AND CONVEY unto HARRY RONALD HANSON, of 1800 CR 119, in Hutto, Williamson County, Texas, 78634, and SUSAN DIANE TASTO, of 14 Heritage Oak Court, in Lake Jackson, Brazoria County, Texas, 77566, herein called Grantees, the undivided interest held by the Estate in and to the following described real property, to-wit:

(1) That certain 16.516 acre tract of land more or less, situated in the J. Shelton Survey, Abstract No. 560, and N. Edwards Survey, Abstract No. 225, Williamson County Texas, and being more particularly described as Tract One in Deed dated February 9, 2009, and recorded under Document 2009022740, in the Official Public Records, Williamson County, Texas.

(2) That certain 71.096 acre tract of land more or less, situated in the N. Edwards Survey, Abstract No. 225, located in Williamson County Texas, being a part and out of a called "109.85 Acres" conveyed in a Deed from Eric E. Ecklund, et ux, to Carl A. Hanson, dated February 28, 1940, and recorded in Volume 301, Page 325, of the Deed Records of Williamson County, (DRWC) also, being all of a called "15.96 Acres" conveyed in a Partition Deed from Eric C. Eklund, et ux, to Ellen Hanson, dated February 28, 1940, and recorded in Volume 301, Page 327, (DRWC)

and being more particularly described as Tract Two in a Deed dated February 9, 2009, and recorded under Document 2009022740, in the Official Public Records, Williamson County, Texas.

TO HAVE AND TO HOLD the above described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantees, their heirs, executors, administrators, successors and assigns forever. This Deed is made, subject to easements, rights-of-way, and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, that affect the property, any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements, taxes for 2011, the payment of which Grantees assume, and subsequent assessments for that and prior years due to change in and usage, ownership, or both, the payment of which Grantees assume.

DATED this 16th day of June, 2011.

Harry Ronald Hanson

HARRY RONALD HANSON
Independent Co-Executor of the
Estate of HARRY E. HANSON,
Deceased

STATE OF TEXAS,

COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this 16th day of June, 2011, by Harry Ronald Hanson, Independent Co-Executor of the Estate of Harry E. Hanson, Deceased.

DONNA ROBINSON
MY COMMISSION EXPIRES
January 28, 2014

Donna Robinson
Notary Public in and for
The State of T E X A S

Susan Diane Tasto
SUSAN DIANE TASTO
Independent Co-Executor of the
Estate of HARRY E. HANSON,
Deceased

STATE OF TEXAS,

COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this 16th day of June, 2011, by Susan Diane Tasto, Independent Co-Executor of the Estate of Harry E. Hanson, Deceased.

DONNA ROBINSON
MY COMMISSION EXPIRES
January 28, 2014

Donna Robinson
Notary Public in and for
The State of T E X A S

AFTER RECORDING,
PLEASE RETURN TO:
LAW FIRM OF TED W. HEJL
P.O. BOX 192
TAYLOR, TEXAS 76574

This instrument was prepared based on information furnished by the parties, and no independent title search has been made

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2011040336

Nancy E. Rister

06/22/2011 08:29 AM
MARIA $28.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

ELECTRONICALLY RECORDED 2019035405
Williamson County, Texas Total Pages: 9

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

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND HARRY RONALD HANSON AND SUSAN DIANE TASTO, FOR 70.096 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Harry Ronald Hanson and Susan Diane Tasto, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

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

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

THE CITY OF HUTTO
INCORPORATED 1911

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Harry Ronald Hanson and Susan Diane Tasto** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **70.096 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Entered into this 18th day of December, 20 18.

Harry Ronald Hanson

Harry Ronald Hanson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

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

LAURIE A KUNZE ID # 363002-0 NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-15-2022

Laurie A. Kunze

Notary Public, State of Texas

Susan Diane Tasto

Susan Diane Tasto, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of December, 2018, by Susan Diane Tasto, Owner.

Kathryn M. Foley

Notary Public, State of Texas

KATHRYN M FOLEY Notary Public STATE OF TEXAS ID#255390-8 My Comm. Exp. May 22, 2021

Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28th day of December, 2018, by Odis Jones, City Manager, City of Hutto, Texas.

LISA L. BROWN
Notary Public, State of Texas
Comm. Expires 02-07-2022
Notary ID 4844574

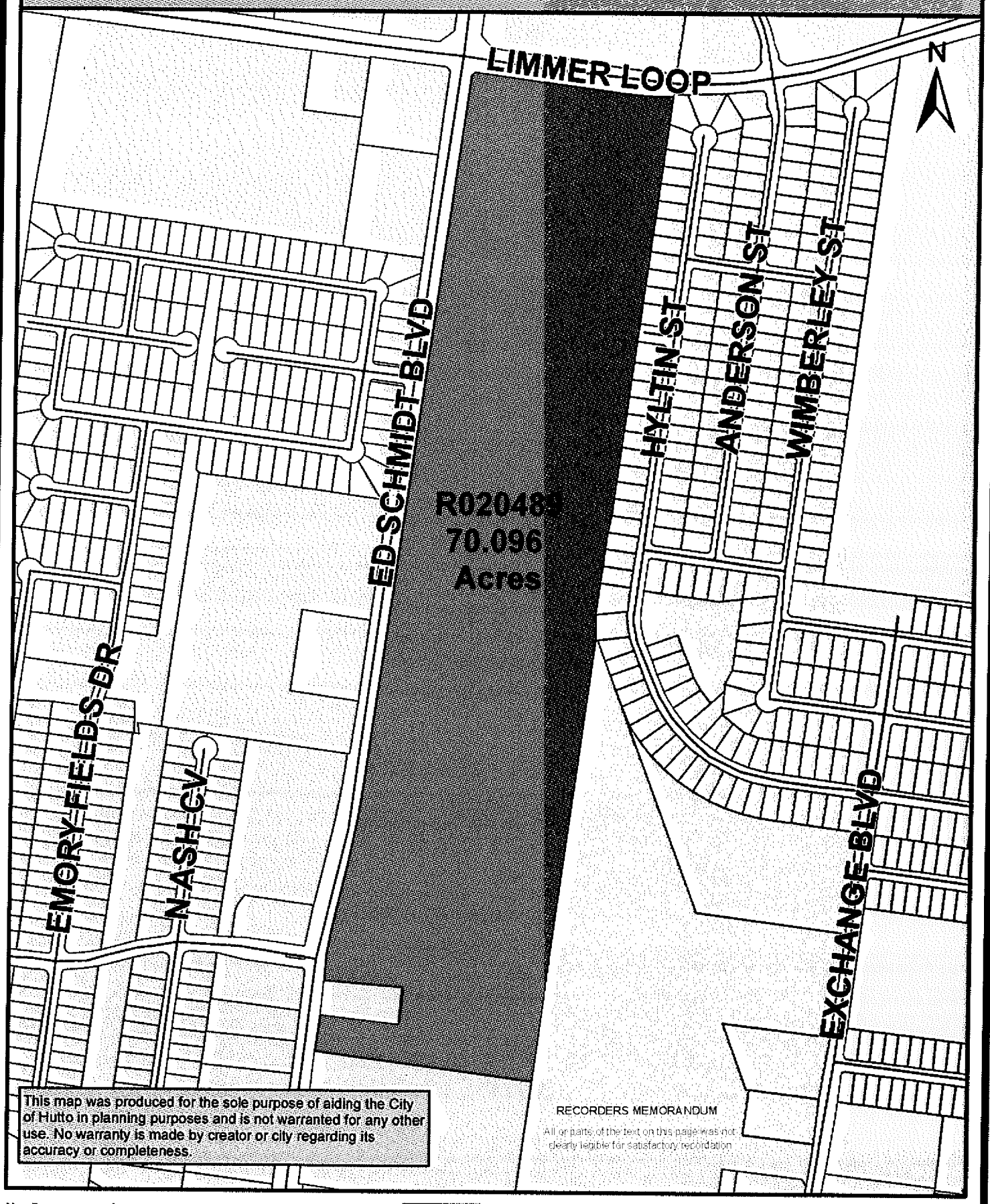
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HANSON TRACT - 1 (R020489):
70.096 ACRES OUT OF THAT CERTAIN 71.096 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE N. EDWARDS SURVEY, ABSTRACT NO. 225, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN EXECUTOR'S DEED DATED JUNE 16, 2011 AND RECORDED AS DOCUMENT NO. 2011040336, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hanson 1



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.

RECORDERS MEMORANDUM

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

Map Document: (K:\SITE LOCATION MAPS\2018 Site Location Maps\Annexation_Maps\Hanson_1.mxd)

9/5/2018 – 4:06:37 PM

CITY OF HUTTO

0 250 500 1,000

Feet

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2019035405

Pages: 9 Fee: $53.00
04/29/2019 09:58 AM

Nancy E. Rister,County Clerk
Williamson County,Texas

AGENDA ITEM REPORT

To:	Planning and Zoning Commission
Subject:	Consideration of a public hearing and possible action on Ordinance No. O-2021-071 on the proposed Planned Unit Development (PUD) zoning request for the property known as Schmidt's Creek Planned Unit Development (PUD), 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard. The land use proposal is detached and attached residential and commercial uses. (Second Reading) (Ashley Lumpkin)
Meeting:	Thursday, December 2, 2021
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The proposal consists of a 30.3 acre parcel that is proposed to be annexed into the city, zoned SF-R as agreed upon in the Development Agreement in Lieu of Annexation, and subsequently zoned Planning Unit Development.

WEST: Local Business (B-1) Retail, Restaurant, and Daycare Uses
NORTH: ETJ, Vacant
EAST: Multi-Family (MF-1), Vacant and Proposed Multi-Family
SOUTH: ETJ, Church

SUMMARY OF REQUEST:

The overall site is approximately 30.3 acres in size. It is proposed to include 2.6 acres of Commercial, Live Oak Street R.O.W. and MF zoning in two pods. On-site detention is also proposed. The Schmidt's Creek PUD is based on two zoning districts: Commercial (B-2) and Multi-Family (MF). After discussion at Planning and Zoning Commission, there is a recommendation of approval to allow B-1, Local Commercial, instead of B-2, General Commercial zoning district, so that more intense uses would have to seek Specific Use Permit approval (Gas stations and other similar uses are not allowed by-right within the B-1 District).

The commercial portion of the tract is 2.6 acres in size and will follow the UDC uses and site design requirements.

The MF sections include up to 267 units to be constructed around common open space, shared amenities and access drives. The products include detached and attached horizontal multi-family units. The detached units will have individual entries and private fenced yards. No more than 6 attached units will be permitted. The PUD is a for-rent development on a single lot. The maximum building height is 35' (2 stories) and impervious cover is 65%.

The proposed development standards include overall architectural standards and specific requirements for townhomes and cottages (pages 8-11 of the Development Standards).

The landscaping for the MF portion of the property meets the overall landscape area percentage requirements and proposes street trees as required. Trees and shrubs are proposed per unit count. The PUD also commits to preserving 75% of the existing trees (see exhibit J)

The development will be responsible for dedicating R.O.W. and constructing the extension of Live Oak (collector) as shown on the City's Mobility Plan per UDC requirements. Details will be finalized during the platting stage. The dedication and construction of Live Oak may reduce the Transportation Impact Fee, that determination will be made when the applicant submits the worksheet as required in the ordinance.

The development will also provide amenities including a clubhouse/pavilion, play-scape and three additional amenities (page 16 of the Development Standards).

Staff mailed notices to adjacent property owners within 600' feet (98 properties). We received four responses to the rezoning notifcation.

STAFF REVIEW:

This site is identified as mixed use and commercial on the Future Land Use Map. The proposed PUD zoning complies and staff recommends approval of the Schmidt's Creek PUD.

Planning Commission recommended approval 7-0 with the following conditions:

1. Section 3.4.4 Sidewalks

Add language sidewalks will be provided in accordance with the UDC on Ed Schmidt Boulevard and Live Oak Street.

2. Change the B-2 zoning to B-1 plus retail larger than 5,000 sq ft
3. Evaluate sight triangle requirements for higher speed roadway (Ed Schmidt)
4. The final document shall have all the formatting corrections and completed cleanup finalized.

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. SchmidtsCreekPUD(Ord)
2. SchmidtsCreekPUD(30.3ac)-Survey

AGENDA ITEM REPORT

3. Development Standards 11-4-21
4. PUD Exhibit A Schmidt's Creek 30.3ac Survey
5. PUD Exhibits B, C, D, F, G, H, I, J, K
6. PUD Exhibit E - Elevations-Example-Cottages
7. PUD Exhibit E - Elevation-Example-Townhomes
8. Public Notice Sign
9. Neighbor Favor 10-27-21
10. Neighbor Oppose 11-5-21
11. Neighbor Oppose 11-9-21 Church
12. Favor(Franklin)

ORDINANCE NO. 2021-071

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 30.3 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS SCHMIDT'S 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 9th day of November, 2021, and;

WHEREAS, on the 18th day of November, 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 second reading on this the **18th** day of **November, 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 **2nd** day of **December, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

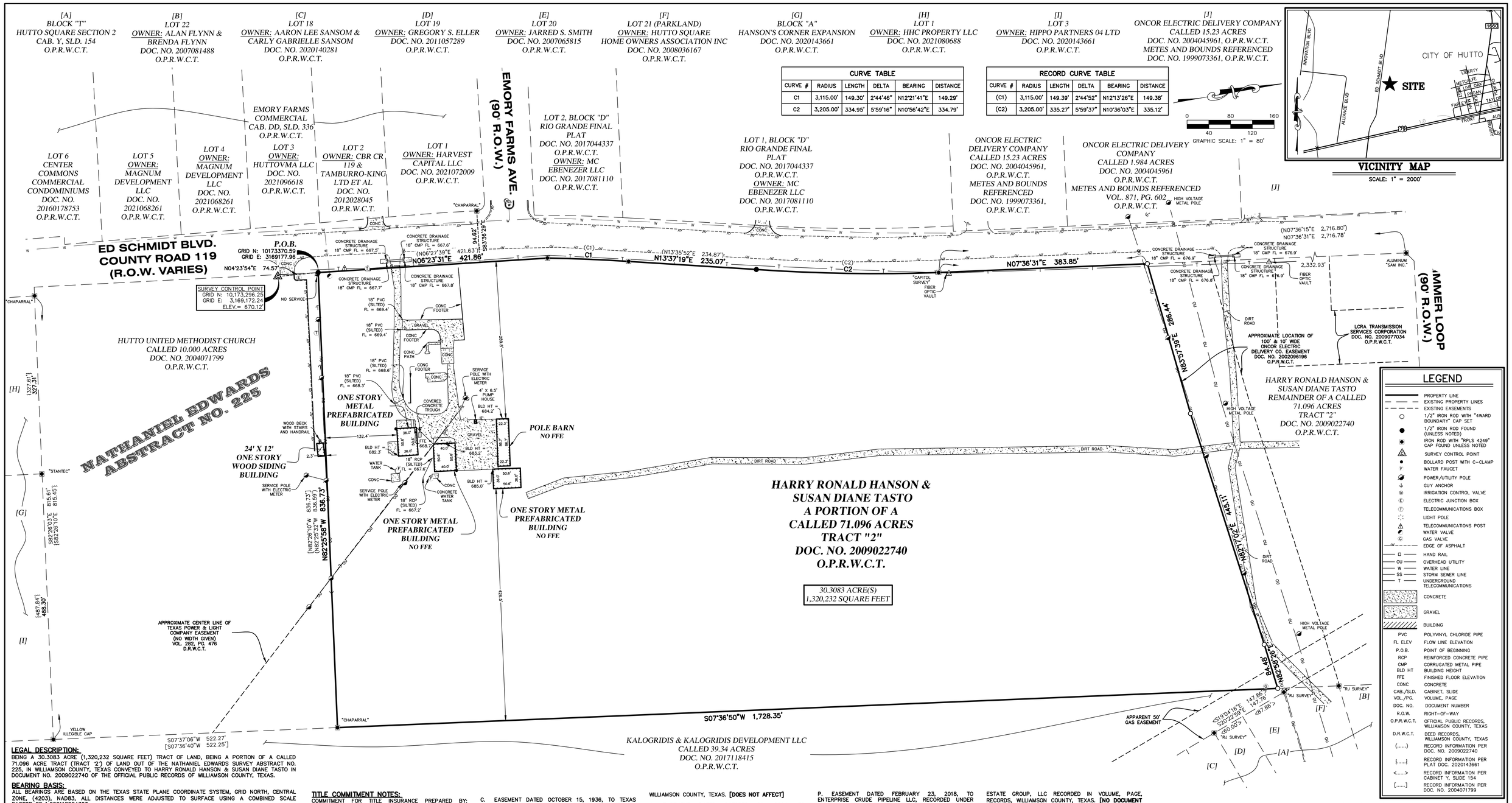
_____

Mike Snyder, Mayor Pro Tem

Attest:

_____

Holly Nagy, City Secretary



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	3,115.00'	149.30'	2°44'46"	N12°21'41"E	149.29'
C2	3,205.00'	334.95'	5°59'16"	N10°56'42"E	334.79'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
(C1)	3,115.00'	149.39'	2°44'52"	N12°13'26"E	149.38'
(C2)	3,205.00'	335.27'	5°59'37"	N10°36'03"E	335.12'

LEGAL DESCRIPTION:
BEING A 30.3083 ACRE (1,320,232 SQUARE FEET) TRACT OF LAND, BEING A PORTION OF A CALLED 71.096 ACRE TRACT (TRACT 2) OF LAND OUT OF THE NATHANIEL EDWARDS SURVEY ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS CONVEYED TO HARRY RONALD HANSON & SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000118984303.

SURVEY CONTROL:
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JULY 19, 2021.

UTILITY NOTE:
THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

GENERAL NOTES:
1) PROPERTY ADDRESS: ED SCHMIDT BLVD. HUTTO, TEXAS 78634
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.
4) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES.
5) AT THE TIME OF THE FIELD SURVEY, THERE WAS NO EVIDENCE THAT THIS SITE IS OR WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
6) THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: TEXAN TITLE INSURANCE COMPANY
G.F. NO.: 21061531
EFFECTIVE DATE: JUNE 30, 2021
ISSUED: JULY 12, 2021

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:
[DELETED]

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. EASEMENT DATED AUGUST 7, 1925, TO LONE STAR STATE POWER CO., INC., RECORDED IN VOLUME 224, PAGE 375, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

B. EASEMENT DATED JUNE 15, 1928, TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 240, PAGE 228, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–BLANKET EASEMENT]**

C. EASEMENT DATED OCTOBER 15, 1936, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 476, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–SHOWN ON SURVEY]**

D. EASEMENT DATED SEPTEMBER 18, 1941, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 310, PAGE 83, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–AMBIGUOUS DESCRIPTION]**

E. EASEMENT DATED JUNE 28, 1972, TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 730, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

F. EASEMENT DATED DECEMBER 29, 1975, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 624, PAGE 651, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

G. EASEMENT DATED FEBRUARY 5, 1981, TO SEMINOLE PIPELINE COMPANY, RECORDED IN VOLUME 826, PAGE 343, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–AMBIGUOUS DESCRIPTION]**

H. EASEMENT DATED JANUARY 9, 1981, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 858, PAGE 3, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

I. EASEMENT DATED NOVEMBER 26, 2002, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2002096196, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

J. EASEMENT DATED OCTOBER 29, 2004, TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005007566, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

K. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074210, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

L. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074211, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

M. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074212, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

N. EASEMENT DATED OCTOBER 1, 2009, TO LCRA TRANSMISSION SERVICES CORPORATION, RECORDED UNDER DOCUMENT NO. 2009077034, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

O. EASEMENT DATED FEBRUARY 23, 2018, TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER DOCUMENT NO. 2018022446, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND MERGER RECORDED IN DOCUMENT NO. 2020082921, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

P. EASEMENT DATED FEBRUARY 23, 2018, TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER DOCUMENT NO. 2018110446, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

R. TERMS, CONDITIONS AND STIPULATIONS OF THE RECORDING MEMORANDUM OF RIGHT OF ENTRY, POSSESSION AND USE AGREEMENT DATED DECEMBER 21, 2016, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND ENTERPRISE CRUDE PIPELINE, LLC RECORDED UNDER DOCUMENT NO. 2017012109, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND MERGER RECORDED UNDER DOCUMENT NO. 2020082921, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

S. TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO]**

T. TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

U. TERMS, CONDITIONS AND STIPULATIONS OF THE TRI–PARTY AGREEMENT DATED JUNE 1, 2018, BY AND BETWEEN HARRY RON HANSON, SUSAN DIANE TASTO, AND MARCELLA L. MCCARTHY AND ENDEAVOR REAL ESTATE GROUP, LLC RECORDED IN VOLUME, PAGE, RECORDS, WILLIAMSON COUNTY, TEXAS. **[NO DOCUMENT PROVIDED]**

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48491C0520F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER 20, 2019.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ALTA/NSPS CERTIFICATION:
TO: ASPEN TOPCO II ACQUISITIONS, LLC, SUSAN DIANE TASTO AND HARRY RONALD HANSON, LONGHORN TITLE COMPANY AND TEXAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT 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), 8, 11, AND 13 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON (JULY 28, 2021).

8/3/2021
JASON WARD, RPLS — DATE
TEXAS REGISTRATION NO. 5811

STATE OF TEXAS REGISTERED JASON WARD 5811 PROFESSIONAL LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY OF 30.3083 ACRES OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225
City Of Hutto ETJ, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/3/2021
Project:	01274
Scale:	1" = 80'
Reviewer:	PRB
Tech:	JB
Field Crew:	MW/JG
Survey Date:	JULY 2021
Sheet:	1 OF 1

P:\01274\Dwg\01274.dwg

EXHIBIT "_____"

TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.3083 ACRES (1,320,232 SQUARE FEET) OUT OF THE NATHANIAL EDWARDS SURVEY, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 71.096 ACRES TRACT CONVEYED TO HARRY RONALD HANSON AND SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 30.3083 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of Ed Schmidt Boulevard (County Road 119 – right-of-way varies), being the northwest corner of a called 10.000 acres tract conveyed to Hutto United Methodist Church in Document No. 2004071799 (O.P.R.W.C.T.), and being the southwest corner of said Hanson and Tasto 71.096 acres tract, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north line of said United Methodist Church tract, with east right-of-way line of said Ed Schmidt Boulevard and the west line of said Hanson and Tasto 71.096 acres tract the following five (5) courses and distances:

1) **N06°23'31"E**, a distance of **421.86** feet to an iron rod with "RPLS 4249" cap found for a non-tangent point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **3,115.00** feet, whose arc length is **149.30** feet and whose chord bears **N12°21'41"E**, a distance of **149.29** feet to an iron rod with "RPLS 4249" cap found for an angle point hereof,
3) **N13°37'19"E**, a distance of **235.07** feet to a 1/2-inch iron rod found for a non-tangent point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **3,205.00** feet, whose arc length is **334.95** feet and whose chord bears **N10°56'42"E**, a distance of **334.79** feet to an iron rod with "Capital Survey" cap found for an angle point hereof,
5) **N07°36'31"E**, a distance of **383.85** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northwest corner hereof, being the south line of a 100' and a 10' wide Oncor Electric Delivery Company Easement recorded in Document No. 2002096196 (O.P.R.W.C.T.);

THENCE, with the south line of said Oncor Electric Delivery Company Easement and the north line hereof, the following three (3) courses and distances:

1) **N83°57'39"E**, a distance of **286.44** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
2) **N82°17'02"E**, a distance of **445.11** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
3) **N82°58'26"E**, a distance of **84.48** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, being the west line of said Hanson and Tasto 71.096 acres tract, and being in the west line of a called 39.34 acres tract conveyed to Kalogridis & Kalogridis Development LLC in Document No. 2017118415 (O.P.R.W.C.T.);

THENCE, leaving the south line of said Oncor Electric Delivery Company Easement, with the common line of said Hanson and Tasto 71.096 acres tract and said Kalogridis & Kalogridis Development tract,

S07°36'50"W, a distance of **1,728.35** feet to an iron rod with "Chaparral" cap found for the southeast corner hereof, being the southeast corner of said Hanson and Tasto 71.096 acres tract, and being the northeast corner of said United Methodist Church tract, from which an iron rod with illegible yellow cap found for the southeast corner of said United Methodist Church tract, being the northeast corner of Lot 3, Block "A" Hanson's Corner Expansion, a subdivision recorded in Document No. 2020143661 (O.P.R.W.C.T.) bears, S07°37'06"W, a distance of 522.27 feet;

THENCE, leaving the west line of said Kalogridis & Kalogridis Development tract, with the common line of said United Methodist Church tract and said Hanson and Tasto 71.096 acres tract, **N82°25'58"W**, a distance of **836.73** feet to the **POINT OF BEGINNING** and containing 30.3083 Acres (1,320,232 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000111448862. See attached sketch (reference drawing: 01274.dwg.)

8/3/2021

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

Bell Yard - Schmidt's Creek PUD

City of Hutto, Texas
Planned Unit Development (PUD)

Exhibit A
Development Plan

October 19, 2021

Developer:

Aspen Heights Partners
1301 S Capital of Texas Hwy
Austin, TX 787456

Prepared by:

Kimley-Horn & Associates
10814 Jollyville Road
Building IV, Suite 200
Austin, TX 78759

Table of Contents

1 GENERAL PROVISIONS

1.1 Title……3.1.2
Applicability of City Ordinance ……...3.1.3
Severability……3.1.4
Amendments to Ordinance……3.1.5
Definitions…….4

2 DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD……4 .2.2
Use Descriptions and Standards……5

3 DEVELOPMENT STANDARDS

3.1 General Standards……..5
3.2 Architectural Standards……5 3.3
Landscaping……7
3.4 Private Drives……10
3.5 Transportation……11
3.6 Common Open Space……11

4 Exhibits

Exhibit A: Legal Description
Exhibit B: Overall Land Use Plan
Exhibit C: Prototypical Detached Multi Family Unit Placement
Exhibit D: Perimeter Setback Exhibit
Exhibit E: Architectural Elevations
Exhibit F: Conceptual Overall Landscape and Tree Planting Plan
Exhibit G: Prototypical Detached Multi Family Landscape Plan
Exhibit H: Prototypical Front Load Townhome Landscape Plan
Exhibit I: Prototypical Rear Load Townhome Landscape Plan
Exhibit J: Tree Preservation Exhibit
Exhibit K: Fencing Exhibit

3

1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the "Bell Yard - Schmidt's Creek" Planned Unit Development Ordinance and may be cited as "Bell Yard - Schmidt's Creek PUD".

1.2 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.

1.3 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.

1.4 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.

1.5 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 Schmidt's Creek PUD

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, as shown on Exhibit B: Exhibit B is conceptual in nature and is intended to convey the general vision for the various product types and how they will be configured. During the site development plan process, adjustments may be necessary to accommodate engineering and/or City considerations and comments, which have not been fully evaluated at this initial zoning stage. The Planning Director may administratively approve modifications to this plan, as long as the general design intent and principles remain consistent with the language of this PUD

Commercial: B-2

The B-2 designated area is intended to be used for a commercial use that complements the

surrounding businesses and will support and serve the nearby residents.

Multi Family: MF

The MF designated area on Exhibit B is intended to be used for a unique, medium density housing product with a maximum density of 12 units per acre. The Bell Yard- Schmidt's Creek product is a highly amenitized housing development with a combination of detached and attached multi-family units. The detached units will have an individual entry and a private, fenced yard area.

A maximum of 267 allowed within the Schmidt's Creek PUD.

No more than six "6" attached units shall be permitted in the MF district.

The Bell Yard - Schmidt's Creek PUD will be a for-rent development on a common lot.

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.

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area. See Exhibit D for Perimeter Setbacks as noted below.

	Residential MF (c)
Lot area (min)	20,000 sq. ft.
Lot width at building line (min)	100 ft.
Ed Schmidt Blvd. setback	25 ft.
Live Oak Blvd. setback	20 ft.
Side yard (min)	15 ft.
Rear yard (min)	20 ft.

Side and rear yard for accessory building (min)	Same as main Building (b)
Spacing between buildings (min)	0'/10 ft. (a)*
Building height (min/max)	35' Max 2 stories
Building height, accessory (max) (b)	15 ft.
Impervious Cover	65%

- Side setback of 0 feet is allowed only for internal attached buildings with a common wall.
- Accessory buildings are not permitted between the front building line of the primary building and the public right of way.
- Detention is required.
- * Building spacing and setbacks will comply with UDC fire code and suppression requirements.

3.1.2 Setback encroachment exceptions

Type of structure or use	Residential uses
Air conditioning equipment	Any part of the side and rear yard. Must be screened with landscaping from view
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
Architectural Features, including bay windows, overhanging eaves, rear porches, and roof top eaves.	Any yard on the site

3.1.3 Required parking spaces

3.1.3.1 The minimum number of required parking spaces for a use is as follows:

Land use classification	Required specs (minimum)	Maximum Spaces
Bell Yard- Schmidt's Creek 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

3.1.3.2 Space computation and fractions

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

3.2 Architectural Standards

3.2.1 Design Guidelines- All residential development

Distinct groups of buildings will share a common, identifiable, complementary design. This includes non-residential structures in the development such as amenity centers, maintenance buildings, and garages. 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 two adjacent buildings shall share the same color scheme
- Two of the following design elements will also be implemented on units facing any private drive aisle or the front of another residential units:
  - Two unique roof eave lines
  - Two unique wall planes
  - Two unique material patterns or colors

3.2.2 Townhome Design Standards

3.2.2.1 Architectural style

- Distinct groups of buildings must share a common, identifiable, complementary design or style in a multiple household residential development. This includes non-residential structures in the development such as amenity centers, laundry and maintenance buildings, garages, carports, and dumpster enclosures.

- A multiple household residential structure must have a single definitive, consistent style. Mixing of various architectural styles on the same building is inappropriate.

3.2.2.2 Form and mass

- A single, large, dominant building mass should be avoided.
- Multiple household residential building designs should incorporate visually heavier and more massive elements at the building base, and lighter elements above the base.
- Changes in mass should be related to entrances, the integral structure and/or the interior space organization and activities, and not just for cosmetic effect.

Exterior walls

3.2.2.4. Pattern

- Facades must be articulated with bays, insets, balconies, porches, or stoops related to entrances and windows.

3.2.2.5 Four sided design

- All walls must include materials and design characteristics consistent with those on the front. Lesser quality materials or details for side or rear walls are prohibited.

3.2.2.6 Long walls and façades

- The maximum length of a multiple household residential building is 200 ft.
- Wall and roof planes must have offsets or setbacks with a differential in horizontal plane of at least 1 ft every no more than 50'.
- Up to six townhouse units may be attached in a single row.

3.2.2.7 Building entries

- Building entries next to a public street, private drive or parking area must be pedestrian-scaled, providing an expression of human activity or use in relation to building size. Doors, windows, entranceways, and other features such as corners, setbacks, and offsets can be used to create pedestrian scale.
- Common balconies on perimeter walls providing access to two or more units are prohibited.

3.2.2.8 Garage doors

- ✦ Every two single-bay garage doors or every double garage door must be offset by at least 1 ft. from the plane of an adjacent garage door.
- ✦ Garage doors must integrate into the overall design of the site with color, and texture.

3.2.2.9 Windows and transparency

- All walls and elevations on all floors of multiple household buildings must have windows, except when necessary to assure privacy for adjacent property owners.
- Windows should be located to maximize the possibility of occupant surveillance of entryways and common areas.

3.2.2.10 Building roofs

- On buildings with pitched roofs, the minimum roof pitch is 6:12.
- On buildings where flat roofs are the predominant roof type, parapet walls must vary in height and/or shape at least once every no more than 50 ft. along a wall.
- On buildings where sloping roofs are the predominant roof type, each building must have a variety of roof forms.
- Roof forms must be designed to correspond and denote building elements and functions such as entrances and arcades.

Materials and color

3.2.2.11 Building Materials: The architectural intent of the building materials will comply with Exhibit E.

3.2.2.12 Roof materials: Roof materials must be high quality, durable and consistent with local architectural themes. Acceptable roof materials include concrete tile, high profile asphalt shingles, metal shingles and split seam metal.

3.2.2.13 Material or color changes: Material or color changes must only occur at a change of plane or reveal line. Piecemeal embellishment and frequent material changes are prohibited.

3.2.2.14 Mechanical equipment screening

- Rooftop mechanical equipment must be hidden or screened from view of the private drive aisle with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited.
- Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.
- Mechanical equipment must be located where their acoustics will not be disruptive to residents.
- Solar panels are exempt from mechanical equipment screening standards.

3.2.3 **Cottage Design Standards**

3.2.3.1 Façades

- Façades must be articulated by using color, arrangement, or change in materials to emphasize the façade elements. Exterior wall planes may be varied in height, depth, or direction. Design elements and detailing, including the presence of windows and window treatment~~s~~ (only for walls that front another residential unit), trim detailing, and exterior wall materials, must be continued completely around the structure. Doors and windows must be detailed to add visual interest to the façade.

3.2.3.2 Repetitive design

- Development of ten or more detached multi-family units and two household dwellings must have five or more different elevations. (Different trim levels on houses with a nearly identical floor plan are not considered different elevations.) Houses of the same elevation, including those with identical, similar or mirrored floor plans, cannot be placed on adjacent lots or directly across the street from each other.

3.2.3.3 Mechanical equipment screening

- Rooftop mechanical equipment is prohibited.
- Ground mounted mechanical equipment (air conditioning units, utility boxes, etc.) must be hidden or screened from the view of the private drive aisle with architecturally integral wing walls or living screening material that will grow to the same height as the equipment being screened or placed where they are not visible from the public right-of- way.
- Solar panels are exempt from mechanical equipment screening standards.

3.2.3.4 No additional architectural design criteria shall be required beyond the design regulations listed above.

3.2.3.5 The B-2 designated area shall comply with existing UDC standards.

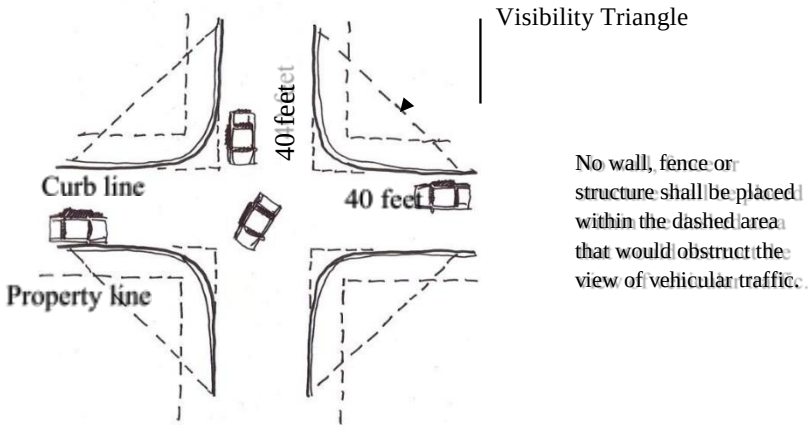
3.3 Landscaping

3.3.1General Standards

3.3.1.1 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.



3.3.1.2 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.

3.3.2 Required Landscaping:

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

Residential MF: 20%
Non-Residential: 15%

Non-residential site landscaping requirements shall apply per UDC requirements.

The planting requirements listed in the chart below shall be required within the Schmidt's Creek PUD Landscape Areas and fully meet the minimum landscape requirements for the Project. Plant material shall be selected from the allowing species listed in Exhibit F. Exhibit F, Exhibit G, Exhibit H, and Exhibit I of this PUD illustrate the conceptual location of the required trees and shrubs on the overall plan as well as a prototypical unit application. Tree locations and final configuration will be determined during the site development plan stage.

Area	Native tall trees (3 in. caliper and 10' tall minimum)	Native small trees (2 in. caliper and 8' tall minimum)	Native shrubs (3 gallon or 18" tall minimum)

Tree lawn area along Live Oak Blvd: 15 foot minimum buffer	1 per 30- 40 ft. of linear buffer	1 per 30- 40 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
Tree lawn area along Ed Schmidt Blvd: 25 food minimum buffer	1 per 30-40 ft. of linear buffer	1 per30- 40 ft. of linear buffer	1 per 30-40 ft. of linear buffer

3.3.3. 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 2 in. and 8-10 ft. ht.
Planted shrubs must have a minimum 3-gallon container or be at least 2 feet tall.

3.3.4. Landscape Buffer Trees

- Located within a minimum six-foot (6') wide planting strip or within a 6'x6' tree grate.
- Sized at a minimum of three (3") caliper.
- 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.
- 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.

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

3.3.5. Materials, maintenance and replacement

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

3.3.5.2 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 wood fencing, walls, or other screening fencing within the community. Landscaping must be maintained free from disease, pests, weeds, and litter.

3.3.5.3 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 streetlights 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.

3.3.6 Automatic irrigation required: Irrigation shall be provided on site according to Exhibit C.

3.3.7 Tree Preservation: This PUD proposes to preserve a minimum of 75% the total caliper inches of the Oaks and Pecans within the area designated as the Tree Preservation Area in Exhibit J. Exhibit J Illustrates the concept for the tree preservation, however the tree preservation area may be used for residential units and/or an amenity center.

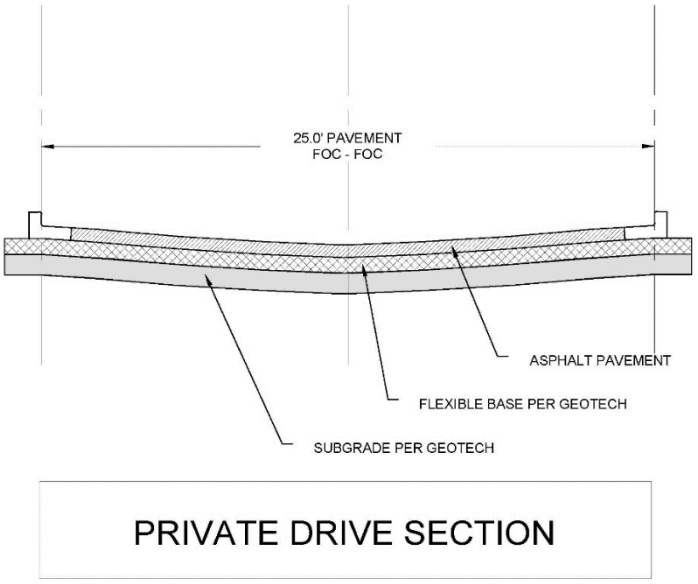
3.3.8 Fencing:
3.3.8.1 Fencing shall be provided on site according to Exhibit K.
3.3.8.2 Pre-cast concrete is an allowed material for the masonry wall as shown on Exhibit K.

3.4 Drive Aisles

3.4.1 Drive Aisles Alignment

The precise alignment of the drive aisles included in the Plan may be varied with City Development Services Staff approval. **Exhibit B** illustrates the primary circulation pattern, and the below drive designation describes the planned drive aisles within the PUD boundary.

3.4.2 Drive Aisles Cross Section within MF land use area



3.4.3 Driveways.
Driveways shown on Exhibit B shall be permitted. Additional driveways may be reviewed and approved by the City of Hutto Development Services Staff at the time of site plan per the UDC.

3.4.4 Sidewalks.

Sidewalks will be provided internally for pedestrian circulation from the parking areas to the individual units. A minimum of 5' sidewalks shall be located adjacent to parking areas and 3 ft sidewalks to connect parking areas to the individual units and open spaces. Final configurations and alignments will be defined during the site plan development application process.

3.5 Transportation

3.5.1 The Schmidt's Creek PUD shall construct the extension of Live Oak Street to Ed Schmidt Boulevard as shown on the City of Hutto Comprehensive Plan ("New Collector").

3.5.2 Dedication and Construction of New Collector: The Schmidt's Creek PUD will dedicate and 83' of R.O.W. totaling approximately 1.7 acres of land to construct the New Collector. This roadway will be constructed in accordance with UDC standards and properly screened.

3.6 Common Open Space / Parkland

3.6.1 Parkland: The Schmidt's Creek 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.

3.6.2 Amenities

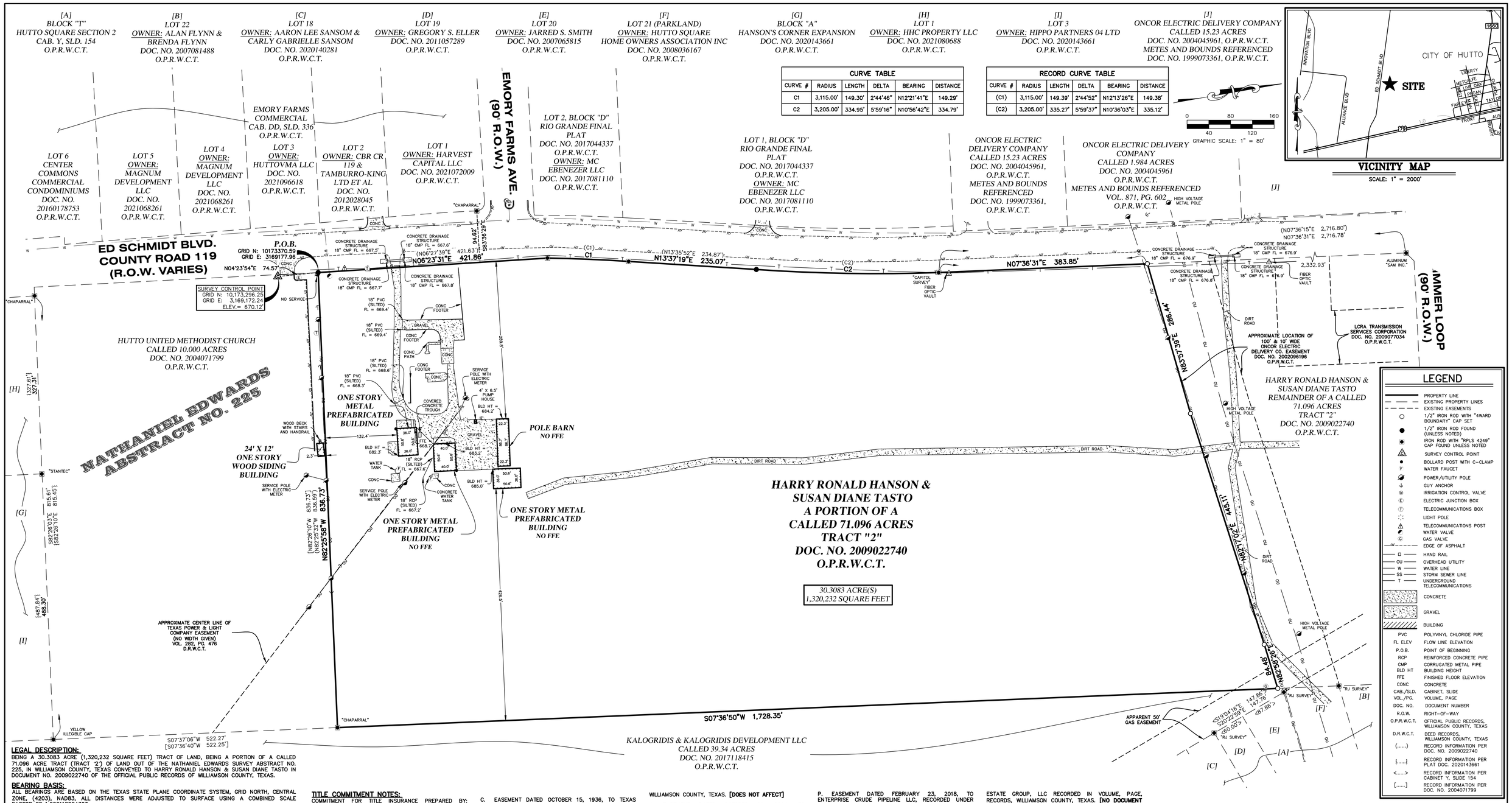
In addition to the fee in lieu of parkland, an internal, private network of amenities will be provided within the residential area and will include and clubhouse/ pavilion and a play scape and at least 3 of the following amenities:

- Exercise stations
- Sport Courts
- Swimming pool
- Dog park
- Internal trail system

3.7 Construction entrances: Construction entrances will be in the location depicted Exhibit B and will be maintained per the UDC.

4 Exhibits

Exhibit A- Legal Description
Exhibit B: Overall Land Use Plan
Exhibit C: Prototypical Detached Multi family Unit
Exhibit D: Perimeter Setback Exhibit
Exhibit E: Architectural Elevations
Exhibit F: Conceptual Overall Landscape and Tree Planting Plan Exhibit G: Prototypical Detached Multi Family Landscape Plan
Exhibit H: Prototypical Front Load Townhome Landscape Plan Exhibit I: Prototypical Rear Load Townhome Landscape Plan
Exhibit J: Tree Preservation Exhibit
Exhibit K: Fencing Exhibit



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	3,115.00'	149.30'	2°44'46"	N12°21'41"E	149.29'
C2	3,205.00'	334.95'	5°59'16"	N10°56'42"E	334.79'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
(C1)	3,115.00'	149.39'	2°44'52"	N12°13'26"E	149.38'
(C2)	3,205.00'	335.27'	5°59'37"	N10°36'03"E	335.12'

LEGAL DESCRIPTION:
BEING A 30.3083 ACRE (1,320,232 SQUARE FEET) TRACT OF LAND, BEING A PORTION OF A CALLED 71.096 ACRE TRACT (TRACT "2") OF LAND OUT OF THE NATHANIEL EDWARDS SURVEY ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS CONVEYED TO HARRY RONALD HANSON & SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000118984303.

SURVEY CONTROL:
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JULY 19, 2021.

UTILITY NOTE:
THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

GENERAL NOTES:
1) PROPERTY ADDRESS: ED SCHMIDT BLVD. HUTTO, TEXAS 78634
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.
4) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES.
5) AT THE TIME OF THE FIELD SURVEY, THERE WAS NO EVIDENCE THAT THIS SITE IS OR WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
6) THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: TEXAN TITLE INSURANCE COMPANY
G.F. NO.: 21061531
EFFECTIVE DATE: JUNE 30, 2021
ISSUED: JULY 12, 2021

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:
[DELETED]

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. EASEMENT DATED AUGUST 7, 1925, TO LONE STAR STATE POWER CO., INC., RECORDED IN VOLUME 224, PAGE 375, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

B. EASEMENT DATED JUNE 15, 1928, TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 240, PAGE 228, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–BLANKET EASEMENT]**

C. EASEMENT DATED OCTOBER 15, 1936, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 476, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–SHOWN ON SURVEY]**

D. EASEMENT DATED SEPTEMBER 18, 1941, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 310, PAGE 83, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–AMBIGUOUS DESCRIPTION]**

E. EASEMENT DATED JUNE 28, 1972, TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 730, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

F. EASEMENT DATED DECEMBER 29, 1975, TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 624, PAGE 651, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

G. EASEMENT DATED FEBRUARY 5, 1981, TO SEMINOLE PIPELINE COMPANY, RECORDED IN VOLUME 826, PAGE 343, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO–AMBIGUOUS DESCRIPTION]**

H. EASEMENT DATED JANUARY 9, 1981, TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 858, PAGE 3, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

I. EASEMENT DATED NOVEMBER 26, 2002, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2002096196, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

J. EASEMENT DATED OCTOBER 29, 2004, TO WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2005007566, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

K. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074210, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

L. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074211, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

M. EASEMENT DATED AUGUST 27, 2009, TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED UNDER DOCUMENT NO. 2009074212, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

N. EASEMENT DATED OCTOBER 1, 2009, TO LCRA TRANSMISSION SERVICES CORPORATION, RECORDED UNDER DOCUMENT NO. 2009077034, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

O. EASEMENT DATED FEBRUARY 23, 2018, TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER DOCUMENT NO. 2018022446, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND MERGER RECORDED IN DOCUMENT NO. 2020082921, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

P. EASEMENT DATED FEBRUARY 23, 2018, TO ENTERPRISE CRUDE PIPELINE LLC, RECORDED UNDER DOCUMENT NO. 2018110446, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

R. TERMS, CONDITIONS AND STIPULATIONS OF THE RECORDING MEMORANDUM OF RIGHT OF ENTRY, POSSESSION AND USE AGREEMENT DATED DECEMBER 21, 2016, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND ENTERPRISE CRUDE PIPELINE, LLC RECORDED UNDER DOCUMENT NO. 2017012109, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND MERGER RECORDED UNDER DOCUMENT NO. 2020082921, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

S. TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035405, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO]**

T. TERMS, CONDITIONS AND STIPULATIONS OF THE RESOLUTION DATED MARCH 21, 2019, BY AND BETWEEN HARRY RONALD HANSON AND SUSAN DIANE TASTO AND CITY OF HUTTO RECORDED UNDER DOCUMENT NO. 2019035406, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

U. TERMS, CONDITIONS AND STIPULATIONS OF THE TRI–PARTY AGREEMENT DATED JUNE 1, 2018, BY AND BETWEEN HARRY RON HANSON, SUSAN DIANE TASTO, AND MARCELLA L. MCCARTHY AND ENDEAVOR REAL ESTATE GROUP, LLC RECORDED IN VOLUME, PAGE, RECORDS, WILLIAMSON COUNTY, TEXAS. **[NO DOCUMENT PROVIDED]**

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48491C0520F, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED DECEMBER 20, 2019.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ALTA/NSPS CERTIFICATION:
TO: ASPEN TOPCO II ACQUISITIONS, LLC, SUSAN DIANE TASTO AND HARRY RONALD HANSON, LONGHORN TITLE COMPANY AND TEXAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT 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), 8, 11, AND 13 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON (JULY 28, 2021).

8/3/2021
JASON WARD, RPLS — DATE
TEXAS REGISTRATION NO. 5811

STATE OF TEXAS REGISTERED JASON WARD 5811 PROFESSIONAL LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY OF 30.3083 ACRES OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225 City Of Hutto ETJ, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/3/2021
Project:	01274
Scale:	1" = 80'
Reviewer:	PRB
Tech:	JB
Field Crew:	MW/JG
Survey Date:	JULY 2021
Sheet:	1 OF 1

P:\01274\Dwg\01274.dwg

EXHIBIT "_____"

TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.3083 ACRES (1,320,232 SQUARE FEET) OUT OF THE NATHANIAL EDWARDS SURVEY, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 71.096 ACRES TRACT CONVEYED TO HARRY RONALD HANSON AND SUSAN DIANE TASTO IN DOCUMENT NO. 2009022740 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 30.3083 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of Ed Schmidt Boulevard (County Road 119 – right-of-way varies), being the northwest corner of a called 10.000 acres tract conveyed to Hutto United Methodist Church in Document No. 2004071799 (O.P.R.W.C.T.), and being the southwest corner of said Hanson and Tasto 71.096 acres tract, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north line of said United Methodist Church tract, with east right-of-way line of said Ed Schmidt Boulevard and the west line of said Hanson and Tasto 71.096 acres tract the following five (5) courses and distances:

1) **N06°23'31"E**, a distance of **421.86** feet to an iron rod with "RPLS 4249" cap found for a non-tangent point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **3,115.00** feet, whose arc length is **149.30** feet and whose chord bears **N12°21'41"E**, a distance of **149.29** feet to an iron rod with "RPLS 4249" cap found for an angle point hereof,
3) **N13°37'19"E**, a distance of **235.07** feet to a 1/2-inch iron rod found for a non-tangent point of curvature hereof,
4) Along the arc of a curve to the left, whose radius is **3,205.00** feet, whose arc length is **334.95** feet and whose chord bears **N10°56'42"E**, a distance of **334.79** feet to an iron rod with "Capital Survey" cap found for an angle point hereof,
5) **N07°36'31"E**, a distance of **383.85** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northwest corner hereof, being the south line of a 100' and a 10' wide Oncor Electric Delivery Company Easement recorded in Document No. 2002096196 (O.P.R.W.C.T.);

THENCE, with the south line of said Oncor Electric Delivery Company Easement and the north line hereof, the following three (3) courses and distances:

1) **N83°57'39"E**, a distance of **286.44** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
2) **N82°17'02"E**, a distance of **445.11** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
3) **N82°58'26"E**, a distance of **84.48** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, being the west line of said Hanson and Tasto 71.096 acres tract, and being in the west line of a called 39.34 acres tract conveyed to Kalogridis & Kalogridis Development LLC in Document No. 2017118415 (O.P.R.W.C.T.);

THENCE, leaving the south line of said Oncor Electric Delivery Company Easement, with the common line of said Hanson and Tasto 71.096 acres tract and said Kalogridis & Kalogridis Development tract,

S07°36'50"W, a distance of **1,728.35** feet to an iron rod with "Chaparral" cap found for the southeast corner hereof, being the southeast corner of said Hanson and Tasto 71.096 acres tract, and being the northeast corner of said United Methodist Church tract, from which an iron rod with illegible yellow cap found for the southeast corner of said United Methodist Church tract, being the northeast corner of Lot 3, Block "A" Hanson's Corner Expansion, a subdivision recorded in Document No. 2020143661 (O.P.R.W.C.T.) bears, S07°37'06"W, a distance of 522.27 feet;

THENCE, leaving the west line of said Kalogridis & Kalogridis Development tract, with the common line of said United Methodist Church tract and said Hanson and Tasto 71.096 acres tract, **N82°25'58"W**, a distance of **836.73** feet to the **POINT OF BEGINNING** and containing 30.3083 Acres (1,320,232 Square Feet) of land, more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000111448862. See attached sketch (reference drawing: 01274.dwg.)

8/3/2021

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

* MAX 267 UNITS

NORTH

0 100' 200' 400'

Scale: 1" = 200'
Date: October 13, 2021

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t.512.246.7003
www.secplanning.com + info@secplanning.com

EXHIBIT B

SCHMIDT'S CREEK TRACT
HUTTO, TX

SHEET FILE: I:\210122-ASHP\Cadfiles\PLANNING\Site Planning\Concept F.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

Exhibit C
PROTOTYPICAL DETACHED MULTI FAMILY
UNIT PLACEMENT

SCHMIDT CREEK
HUTTO, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

Date: October 14, 2021

SHEET FILE: I:\210122-ASHP\Thematics\Concept E-Revised Site Plan.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans subject to change.

* MAX 267 UNITS

NORTH

0 100' 200' 400'

Scale: 1" = 200'
Date: October 15, 2021

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t.512.246.7003
www.secplanning.com + info@secplanning.com

EXHIBIT D-PERIMETER SETBACKS

SCHMIDT'S CREEK TRACT
HUTTO, TX

SHEET FILE: I:\210122-ASHP\Cadfiles\PLANNING\Submittals\PUD Submittal Exhibits\ExhibitD-Perimeter Setbacks.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

* MAX 267 UNITS

NORTH

0 100' 200' 400'

EXHIBIT F
CONCEPTUAL OVERALL LANDSCAPE AND TREE PLANTING PLAN

Scale: 1" = 200'
Date: October 14, 2021

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t.512.246.7003
www.secplanning.com + info@secplanning.com

SCHMIDT'S CREEK TRACT
HUTTO, TX

SHEET FILE: I:\210122-ASHP\Cadfiles\PLANNING\Submittals\PUD Submittal Exhibits\Exhibit F-Overall Landscaping.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

EXHIBIT G
PROTOTYPICAL DETACHED MULTI FAMILY
LANDSCAPE PLAN

SCHMIDT'S CREEK
HUTTO, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

Date: October 12, 2021

SHEET FILE: I:\210122-ASHP\Thematics\Concept F_ Rendering.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

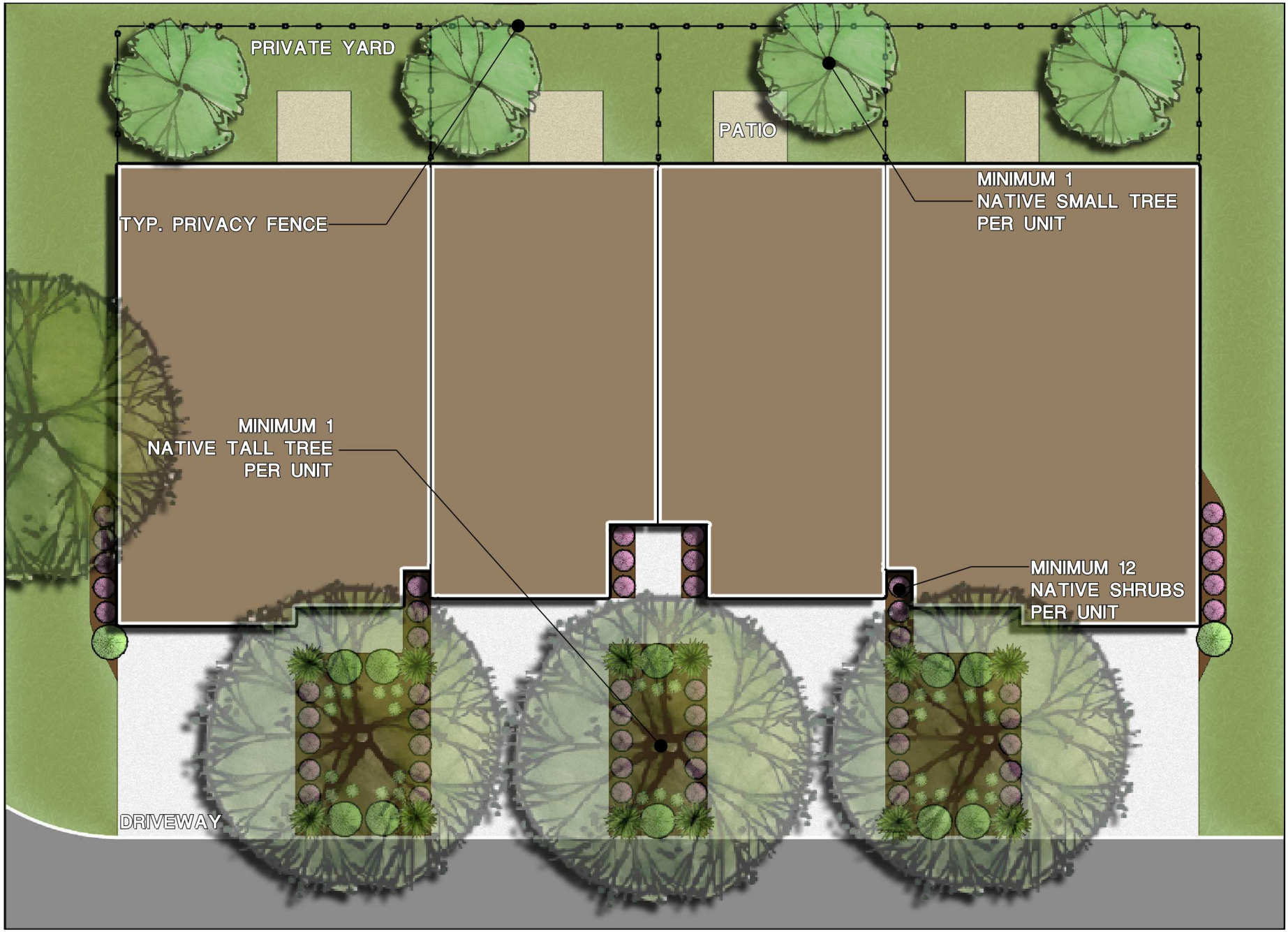


EXHIBIT H
PROTOTYPICAL FRONT LOADED TOWNHOME
LANDSCAPE PLAN

SCHMIDT'S CREEK
HUTTO, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

Date: October 12, 2021

SHEET FILE: I:\210122-ASHP\Thematics\Concept F_ Rendering.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

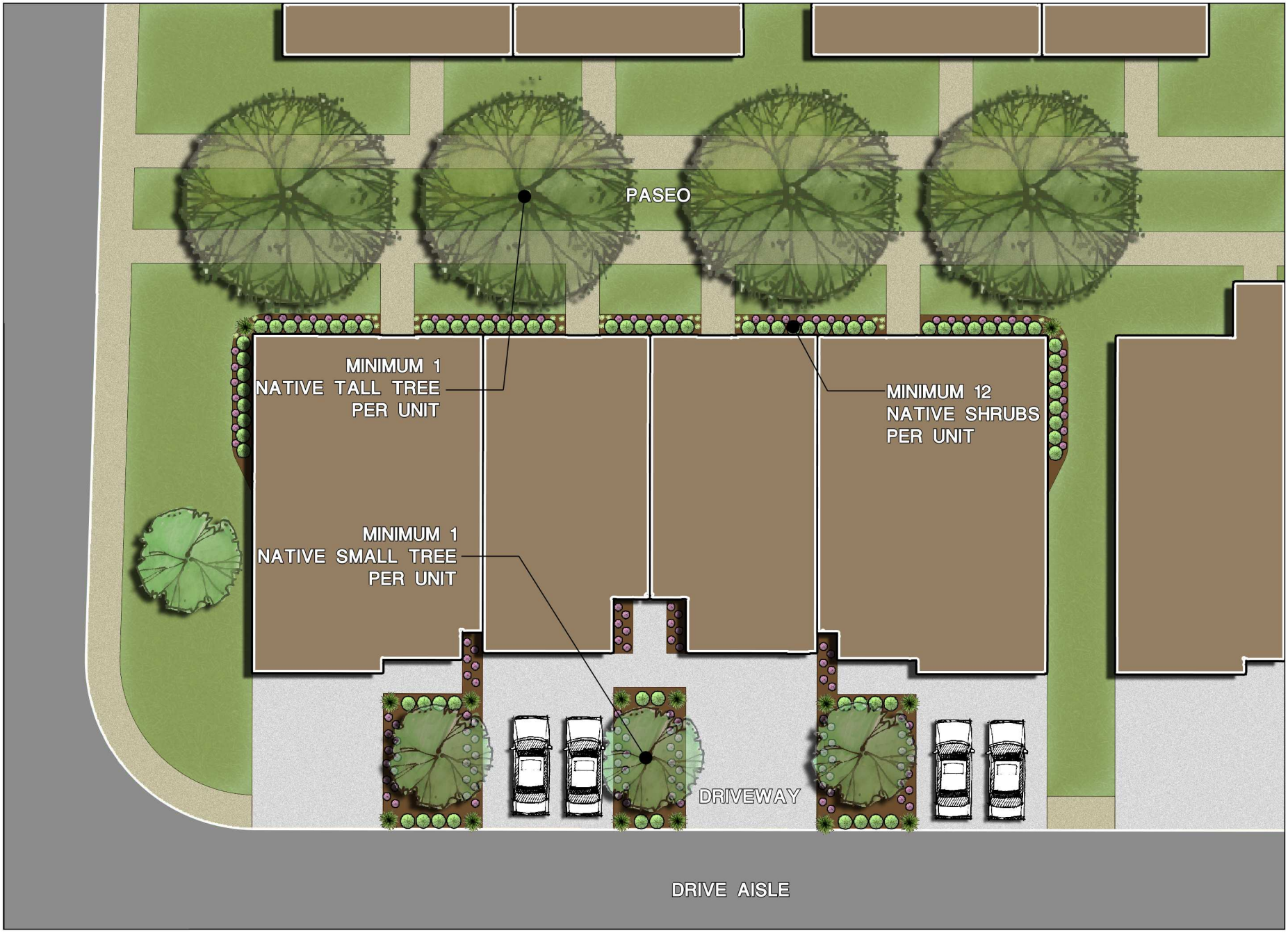


EXHIBIT I
PROTOTYPICAL REAR LOADED TOWNHOME
LANDSCAPE PLAN

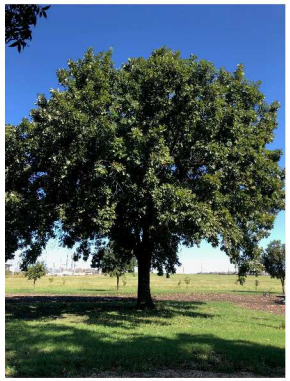
SCHMIDT'S CREEK
HUTTO, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

Date: October 12, 2021

SHEET FILE: I:\210122-ASHP\Thematics\Concept F_ Rendering.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.



0 25' 50' 75'

North

Scale: 1" = 50'

Date: September 08, 2021

SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

EXHIBIT J
TREE PRESERVATION PLAN

SCHMIDT CREEK

HUTTO, TEXAS

SHEET FILE: I:\210122-ASHP\Thematics\Concept F_ Rendering.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

* MAX 267 UNITS

NORTH

0 100' 200' 400'

Scale: 1" = 200'
Date: October 13, 2021

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t.512.246.7003
www.secplanning.com + info@secplanning.com

EXHIBIT K-FENCING

SCHMIDT'S CREEK TRACT
HUTTO, TX

SHEET FILE: I:\210122-ASHP\Cadfiles\PLANNING\Submittals\PUD Submittal Exhibits\Exhibit K-Fencing.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plans are subject to change.

'A' Left Elevation (Farmhouse)
2-Bedroom Cottage

'A' Front Elevation (Farmhouse)
2-Bedroom Cottage

Aspen Heights Partners

KIPP★FLORES
ARCHITECTS
(512) 335-5477 fax (512) 335-5852
11776 Jollyville Rd. Suite 100 Austin, Texas 78759

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Kipp,Flores Architects

Front Elevation

Aspen Heights

KIPP ★ FLORES
ARCHITECTS
(512) 335-5477 fax (512) 335-5852
11776 Jollyville Rd. Suite 100 Austin, Texas 78759

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

PLANNING & ZONING COMMISSION ON: **NOVEMBER 9, 2021**
CITY COUNCIL ON: **NOVEMBER 18, 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 **Schmidt's Creek Planned Unit Development (PUD)**, 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard. The land use proposal is detached and attached residential and commercial uses.

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 **Schmidt's Creek Planned Unit Development (PUD)**, 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard.

Name: MANISH AMIN

Address: 411, 421, 431, 441 Ed Schmidt blvd Hutto Tx. 78634

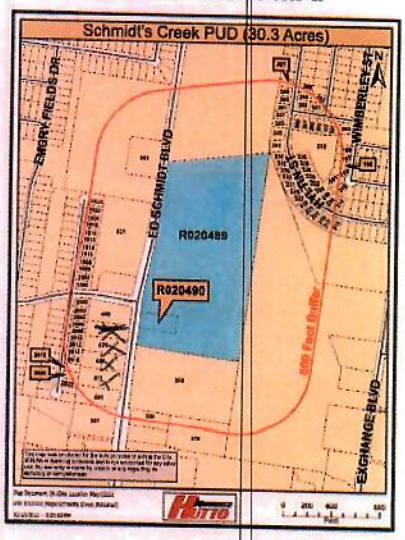
☑ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

All 4 lots →

SITE LOCATION MAP



Autumn Speer

From: cathysdonner@gmail.com
Sent: Thursday, November 4, 2021 6:54 PM
To: Planning
Subject: Schimt's Creek Planned Unit Development (PUD) - Surround Property Owner's Response

Schimt's Creek Planned Unit Development (PUD)

PLANNING & ZONING COMMISSION ON: NOVEMBER 9, 2021
CITY COUNCIL ON: NOVEMBER 18, 2021

Catherine Donner
2016 S. Ash Cv
Hutto, TX 78634

I OBJECT to the rezoning.

Thanks,
Cathy Donner

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Autumn Speer

From: Yvette Pritchett <yvette@huttodiscovery.org>
Sent: Tuesday, November 9, 2021 12:12 PM
To: Planning
Subject: Schmidt's Creek PUD - Public Hearing 11/9/21

Good morning,

With regards to the Schmidt's Creek Planned Unit Development, we are AGAINST the proposed rezoning.

Project Name: Zoning change request for the property known as **Schmidt's Creek Planned Unit Development (PUD)**, 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard.

Name: Hutto Discovery United Methodist Church
by: Yvette Pritchett, Chairman, Board of Trustees
Address: 350 Ed Schmidt Blvd., Hutto, TX 78634

WE OBJECT

The proposed development, directly adjacent to our property, would detract from our land's value and visibility within the community. Our church Sanctuary was constructed in 1911 and relocated to our current location in 2007. Our historic chapel is a registered historical landmark (Texas Historical Commission Marker #9109). Secondly, we are concerned with how a solid fence perimeter will impact visibility, coupled with increased turning vehicles, creating even more unsafe traffic conditions along Ed Schmidt. We support a solid fence, but are weary of its placement and impact to line-of-sight for traffic.

Sincerely,

Yvette Pritchett
Hutto Discovery United Methodist Church
yvette@huttodiscovery.org
(512) 630-8233 (mobile/text)

Connect with us!
Prayer Requests: prayers@huttodiscovery.org | Facebook: @huttodiscovery | Instagram: huttodiscovery
Hutto Discovery United Methodist Church
350 Ed Schmidt Blvd., P.O. Box 426, Hutto, TX 78634, (512) 846-1707 (church office), www.huttodiscovery.org

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

PLANNING & ZONING COMMISSION ON: **NOVEMBER 9, 2021**
CITY COUNCIL ON: **NOVEMBER 18, 2021**
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1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

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

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known **Schmidt's Creek Planned Unit Development (PUD)**, 30.3 acres, more or less, of land, located on Ed Schmidt Boulevard.

Name: Kelly Franklin, HHC Property, LLC

Address: 330 Ed Schmidt Blvd. Hutto, TX 78634

☑ **I AM IN FAVOR**

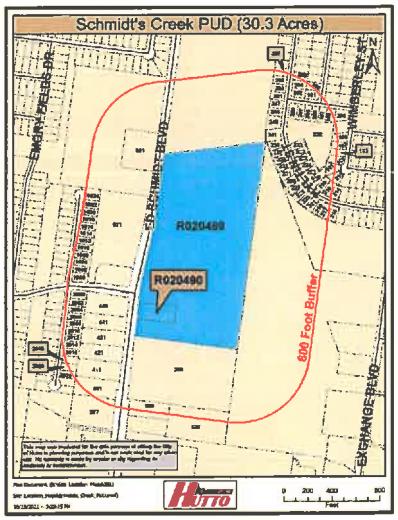
☐ **I OBJECT**

Write comments below, attach additional pages if needed.

Great Idea! Will be great for community!

Thanks,
Kelly
Hutto Taco Casa

SITE LOCATION MAP



AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on Ordinance No. O-2021-066 amending Chapter 2, Article 2.02, Division 5, Section 2.02.121 of the City of Hutto Code of Ordinances providing for procedural and organizational rules for the Zoning Board of Adjustment. (Second Reading) (Ashley Lumpkin)

Meeting: Thursday, December 2, 2021

Department: Development Services

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Ordinance 2021-___ Amending 2.02.121 ZBA Procedural Rules 11.15.21

ORDINANCE NO. O-2021-066

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 2.02, DIVISION 5, OF THE CITY OF HUTTO'S CODE OF ORDINANCES PROVIDING FOR THE APPOINTMENT OF BOARD MEMBERS TO SERVE ON THE ZONING BOARD OF ADJUSTMENT WHEN REQUESTED TO DO SO BY THE MAYOR OR CITY MANAGER; ESTABLISHING PROCEDURAL AND ORGANIZATIONAL RULES; AND PROVIDING FOR EFFECTIVE DATE, PUBLICATION, SEVERABILITY, REPEAL, OPEN MEETINGS CLAUSE, AND ENACTMENT.

WHEREAS, Section 211.008(c) of the Texas Local Government Code provides, the governing body, by charter or ordinance, may provide for the appointment of board members to the Board of Adjustment when requested to do so by the mayor or city manager; and

WHEREAS, the Board of Adjustment is a quasi-judicial body with authority to decide the rights of individual parties, subject to the requirements of state law and the Hutto Unified Development Code; and

WHEREAS, the City Council desires to amend its Code of Ordinances to provide for the appointment to the Board of Adjustment in accordance with state law, and establish procedural and organizational rules.

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 2, Article 2.02, Division 5 of the Code of Ordinances of the City of Hutto, is hereby amended to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in **Attachment A**.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ and **APPROVED** on the first reading this the **__th** day of **October 2021.**

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

THE CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

By:_____
Holly Nagy, City Secretary

(SEAL)

Attachment A

ARTICLE 2.02 BOARDS, COMMISSIONS AND AUTHORITIES

Division 5. Zoning Board of Adjustment

Sec. 2.02.121 Composition, terms of members

The zoning board of adjustment members shall consist of seven regular members appointed by the City Council, for two-year terms.

Sec. 2.02.122 Powers and duties

The zoning board of adjustment will:

(1) Consider numerical variance requests for: use, site design, subdivision, form based and special exceptions, subject to variance approval criteria, recommendation of development services staff, and state law.

(2) Consider administrative appeals that allege error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the city development codes.

(3) Consider special exceptions to the terms of the city development codes.

(4) Consider, in specific cases, a variance from the terms of the city development codes if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the city development codes would result in unnecessary hardship, and so that the spirit of the city development codes are observed and substantial justice is done.

(5) Consider appeals to development services staff's interpretation of the city development codes.

(6) Consider other matters, as authorized by the city development codes.

Sec. 2.02.123 Initiation of requests

Development services staff, the city manager, city council, and the planning and zoning commission may make a request requiring zoning board of adjustment consideration.

Sec. 2.02.124 Appeals

The zoning board of adjustment is a quasi-judicial body. The applicant or city may appeal decisions to the district court.

Sec. 2.02.125 Organization and Rules

(1) Meetings. The zoning board of adjustment shall hold its meetings when necessary, based upon business to be brought before the board through an application or otherwise. The board may adopt rules to govern its meetings; provided, however, such rules shall be consistent with

this article, the city Charter, and applicable state law. All rules adopted or amended must be approved by city council. All board meetings shall be open to the public.

(2) Quorum. 75 percent (4 members) shall constitute a quorum for the purpose of transaction of board business.

(3) Open Meetings Act. The board and its members shall comply with the Texas Open Meetings Act. No member shall communicate or deliberate outside of a posted meeting about a matter coming before the board or over which the board has authority in an attempt to circumvent the Open Meetings Act.

(4) Ex Parte Communications. The board has authority to decide the rights of individual parties, subject to the requirements of state law and the Unified Development Code. The requirements of procedural due process necessitate a fair hearing before an impartial body with the goal of ensuring that all sides, including the public, are provided an opportunity to present views in public meetings. Thus, all decisions made by the board shall be based upon information contained in the official public record and consisting of back-up material and discussion during the meeting. No board member shall intentionally or knowingly communicate with a person outside of a meeting, known as ex parte communication, if reasonable grounds exist for believing that: (i) the person is a party to a matter being considered by the board; and (ii) if such communication is designed to influence the member's consideration of, or action on, the matter. A "party" includes an applicant or anyone who has received mailed notice of the matter. If any such ex parte communication should occur, it shall be the responsibility of the member to:

(a) Not engage in such communications involving unsolicited inquiries or other forms of communication, personally or through other means; and

(b) Advise the person or sender that such information should be presented at a board meeting or be directed to the staff liaison.

(5) Limitations on Outside Investigations. Board members shall not individually investigate cases before the Board, other than routine site visits or reviewing publicly available information.

(6) Disqualification. A board member that receives material information regarding a case that is not made available to other board members is disqualified from participating in the case unless the member publicly discloses the information and its source at the earliest reasonable opportunity. A board member may disqualify him or herself if an applicant, interested party, or agent has sought to influence the member's vote other than in a public hearing or through documents made available at the public hearing.

(7) Meeting records. The secretary shall keep a record of all proceedings of the board, showing the vote of each member upon each question; or, if absent or failing to vote, indicate such fact; and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the city secretary and shall be a public record.

Secs. 2.02.126–2.02.150 Reserved

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. (City Council)

Meeting: Thursday, December 2, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Boards Commissions List 11-24-21

BOARDS AND COMMISSIONS MASTER LIST as of 11/24/2021					
			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	Vacant		Member		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	Vacant		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
	Rick	Hudson	Alternate		
	Brad	Walker	Alternate		
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	Kathy	Hoover	Commissioner	9/16/21	6/30/24
Place 6	Travis	Allen	Commissioner	6/20/19	6/30/22
Place 7	Alexis	Ortiz	Commissioner	10/21/21	6/30/24

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	11/4/21	6/30/24
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	Louis	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	Member	6/17/21	6/30/23
Place 6	Victor	Henry	Member	9/16/21	6/30/23
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	Sydney	Johnson	Member	10/21/21	2/1/22
Place 3	Cassandra	Balderas	Member	11/4/21	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: Krystal Kinsey				**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	Kandace	Walker	Member	10/21/21	6/30/24
Place 4	Brian	Thompson	Member	8/27/20	6/30/23
Place 5	Vacant		Member		6/30/23
Place 6	Vacant		Member		6/30/24
Place 7	Marliese	Prieto	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 regarding Spanish closed captioning services not to exceed $27,136.00 to be payable out of PEG funds and to authorize the Acting City Manager to execute agreement. (City Council)
Meeting: Thursday, December 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

Services will be added to the existing Swagit contract as an add-on service.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. SWAGIT QUOTE FOR HUTTO AGENDA- City of Hutto_TX - CaptionLIVE Premium (Includes Spanish Caption)

Swagit Productions, LLC

12801 N. Central Expressway
Suite 900
Dallas, TX 75243
214-432-5905
swagit.com

QUOTE

City of Hutto

November 22, 2021

Swagit Productions, LLC
12801 N. Central Expressway, Suite 900
Dallas, TX 75243

TIPS CONTRACT: 160901
DIR CONTRACT: DIR-TSO-4268

ATTN: David Reeves, CGCIO
Information Technology Manager
City of Hutto
Phone: (512) 759-4026
E-mail: David.Reeves@Huttotx.gov

Mr. Reeves,

Swagit Productions, LLC would like to thank you for your time and the opportunity to earn the City of Hutto's business. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and **hands-free** solution that offers the most current advancements in video streaming technology.

As you know, Swagit provides an easy solution for improved transparency to your constituents — without the additional workload. Initially specializing in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list that includes cities, counties, states, school districts, newspapers, television stations, specialty districts, and health providers.

Swagit proposes to provide hardware and monthly services for your meeting video streaming and archiving needs, using EASE™ and Avior™, our proprietary hands-free video streaming and archiving solutions.

The unique advantages of Swagit's sole-source **EASE™** solution include:

- Completely **hands-free** recording, uploading, and archiving
- **Hands-free** indexing, time-stamping and cross-linking
- An open API, which allows for seamless integration with agenda management solutions
- Agenda also integrated into video player
- Latest software upgrades, no upgrade fees
- High Definition (HD)
- 99.99% uptime
- No training needed
- Unlimited storage
- On-demand video search by metadata text and Sound Search™
- Captioning options for live and on-demand
- 24/7 support and customer service

The distinctive advantages of Swagit's sole-source **Avior™** HD solution include:

- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Real-time captioning support
- Free software updates
- Free 24/7 support and customer service
- Integrates and works with existing A/V equipment
- Small footprint — equipment is self-contained on its own rack

Sincerely,

David Alex Owusu
Director of Streaming Media
Swagit Productions, LLC
214-432-5905
david@swagit.com
www.Swagit.com

HARDWARE COST OPTIONS

EQUIPMENT FOR HD STREAMING AND CAPTIONING

A 50% deposit is required for ALL hardware related purchases

Hardware, Licenses, Setup, and Support Services		
Item #	*Quantity*	*Description of Products / Services*
1	**1**	**CaptionPrime Streaming Appliance** • CEA-608/708 compatibility with all known caption encoders • Captions embedded in the H.264 SEI for superior synchronization and compatibility with 3rd party destinations and devices • Three (3) year warranty included
2	**1**	**EASE™ Translate License** • Software license to engage encoder for automated multi language captioning distribution
3	**1**	**Advanced Caption Encoder/Decoder** • IP-based handoff to captioners • Secure outbound-only and encrypted network traffic • No port forwards or phone lines • Real-time human or automated transcription with appropriate service plan and equipment
4	**1**	**Estimated Shipping**
5	**1**	**Remote Network Setup & Configuration**
6	**2**	**Optional Extended Warranty Plan for CaptionPrime Encoder Appliance** • CaptionPrime include a three (3) year limited warranty. This cost is to extend the hardware warranty per additional year, up to two additional years • Pricing not Included in Total
		Total One-Time Cost: $ 27,136.00

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214-432-5905 • 800-573-3160 • swagit.com

SERVICE COST OPTIONS

RECOMMENDED ADD ONS: MONTHLY MANAGED SERVICES

Managed Service Package				
Item #	*Quantity*	*Description of Products / Services*	*Unit Cost*	*Extended Price*
1	**12/yr**	**CaptionLIVE Premium 25** • Live (Real-Time) human captioning service available in English and automated Spanish captioning for up to 25 meetings per year via Swagit's workflow • No translator needed with Caption Prime and EASE™ Translate software license (see page 3) • Costs are estimated by average meeting time (approx. 3 hours). Additional fees apply for overages	$ 1,075.00	$ 12,900.00
2	**12/yr**	**Sound Search™ Version 2.1 Licensing** • Includes searchable and navigable transcripts	$ 200.00	$ 2,400.00
		Total Yearly Cost:		**$ 15,300.00**

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AGENDA ITEM REPORT

To: City Council

Subject: Discussion and possible action regarding possible violation of Article XVI, Section 40 of the Texas State Constitution by City Councilmember Place 3, potential common-law of incompatibility of City Councilmember Place 3, and ability to ask for an opinion from the Texas Attorney General regarding the possible violations and whether repayment of funds received in violation of the Texas State Constitution Article XVI, Section 40 is required. (MPT Rose)

Meeting: Thursday, December 2, 2021

Department: City Council

Staff Contact:

BACKGROUND INFORMATION:

No supporting documentation.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

To: City Council
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2021-073 approving the proposed annexation of the Prose Tracts, 16 acres, more or less, of land, and to establish the base zoning for the property as MF (Multi-Family Residential). (First Reading)(Ashley Lumpkin).
Meeting: Thursday, December 2, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

This is a voluntary annexation request based upon a Development Agreement in Lieu of Annexation that the property owner entered into in 2012.

SUMMARY OF REQUEST:

The approximately 16 acre tract of land is located generally at the southwest corner of Innovation and Schneider Blvds. The zoning requested at the time of annexation is the MF District - Multiple Household. The Future Land Use Map designates the area as Commercial, although Commercial is usually reserved for the larger intersections with a range of uses along the corridors. In this instance, 16 acres ofhigh density residential adjacent to the Eastern Williamson County Higher Education Center is appropriate.

The 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.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Resolution-R-12-05-17-9B3-Development_Agreement_with_John_S._Avery,_Trustee__-_38.54_acres
2. Prose Annexation and Zoning Ordinance
3. Overlay

AGENDA ITEM REPORT

4. Prose Hutto - Notification Exhibit showing new and old survey
5. Survey, field notes (2021.11.17)

RESOLUTION NO. R-12-05-17-9B3

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JOHN S. AVERY, TRUSTEE, ET AL, FOR 38.54 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council authorizes the City Manager of Hutto to execute a Development Agreement between the City of Hutto and John S. Avery, Trustee, et al, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

RESOLVED on this the **17th** day of the month **May, 2012.**

THE CITY OF HUTTO, TEXAS

Debbie Holland

Debbie Holland, Mayor

ATTEST:

Christine Martinez

Christine Martinez, City Secretary

STATE OF TEXAS	§	**ANNEXATION DEVELOPMENT**
	§	**AGREEMENT WITH**
COUNTY OF WILLIAMSON	§	**JOHN S. AVERY, TRUSTEE, ET AL.**

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS ("City") and JOHN S. AVERY, individually and as Trustee of the John S. Avery Exempt Trust, CHARLES N. AVERY, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust, A. NELSON AVERY, individually and as Trustee of the A. Nelson Avery Exempt Trust, and LUCILLE CHRISTINA AVERY FELL, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 38.54 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

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

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Hutto so long as (1) the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District (the "Ag Exemption"), except for existing single-family residential use, and (2) no action is taken by the Owner or his assigns to file a "final" subdivision plat or any related development document (the "Development Documents") regarding to some or

all of the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex the portions of the Property which are either affected by the removal of the Ag Exemption, or which are the subject of the Development Documents. It is expressly understood and agreed that the Owners may develop the Property in phases and that the City of Hutto will only annex those portions of the Property which are included within "final" subdivision plats.

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

3. The Owner agrees that the City's AG - Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses until such time as the Property is annexed into the City of Hutto. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Hutto Comprehensive Plan in effect on the date hereof and such other uses as may be agreed upon by the City of Hutto and the Owners.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be

void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto
City Manager
401 West Front Street
Hutto, Texas 78634
Williamson County
Phone: (512) 759-4031

Owner
John S. Avery, Trustee et al.
400 East Main Street
Round Rock, Texas 78664
Williamson County
Phone: (512)255-5288

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Owner, respectively.

SIGNED as of this 23rd day of April, **2012.**

CITY OF HUTTO, TEXAS

David Mitchell
Interim City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 23rd day of April, 2012, by David Mitchell, Interim City Manager, City of Hutto, Texas.

Notary Public, State of Texas

Seal

YVETTE K. BUELNA-GLOVER
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-28-2013

John S. Avery, individually and as Trustee of the John S. Avery Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of April, 2012, by John S. Avery, individually and as Trustee of the John S. Avery Exempt Trust.

Notary Public, State of Texas

Seal

TERRI WOODMANCY
MY COMMISSION EXPIRES
March 27, 2013

Charles N. Avery, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 9 day of April, 2012, by Charles N. Avery, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust.

Seal

TERRI WOODMANCY
MY COMMISSION EXPIRES
March 27, 2013

Terri Woodmancy
Notary Public, State of Texas

A. Nelson Avery
A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28 day of March, 2012, by A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust.

Seal

VICKI M. BARBER
MY COMMISSION EXPIRES
April 7, 2012

Vicki M. Barber
Notary Public, State of Texas

_____
Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust

THE STATE OF TEXAS }

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 2012, by Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust.

Seal

_____
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2012, by Charles N. Avery, III, individually and as Trustee of the Charles N. Avery, III Exempt Trust.

Seal

_____
Notary Public, State of Texas

_____
A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2012, by A. Nelson Avery, individually and as Trustee of the A. Nelson Avery Exempt Trust.

Seal

_____
Notary Public, State of Texas

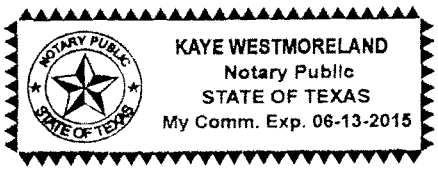
Lucille Christina Avery Fell
Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust

THE STATE OF TEXAS }

COUNTY OF Bexar }

This instrument was acknowledged before me on the 2nd day of April, 2012, by Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust.

Seal



Kaye Westmoreland
Notary Public, State of Texas

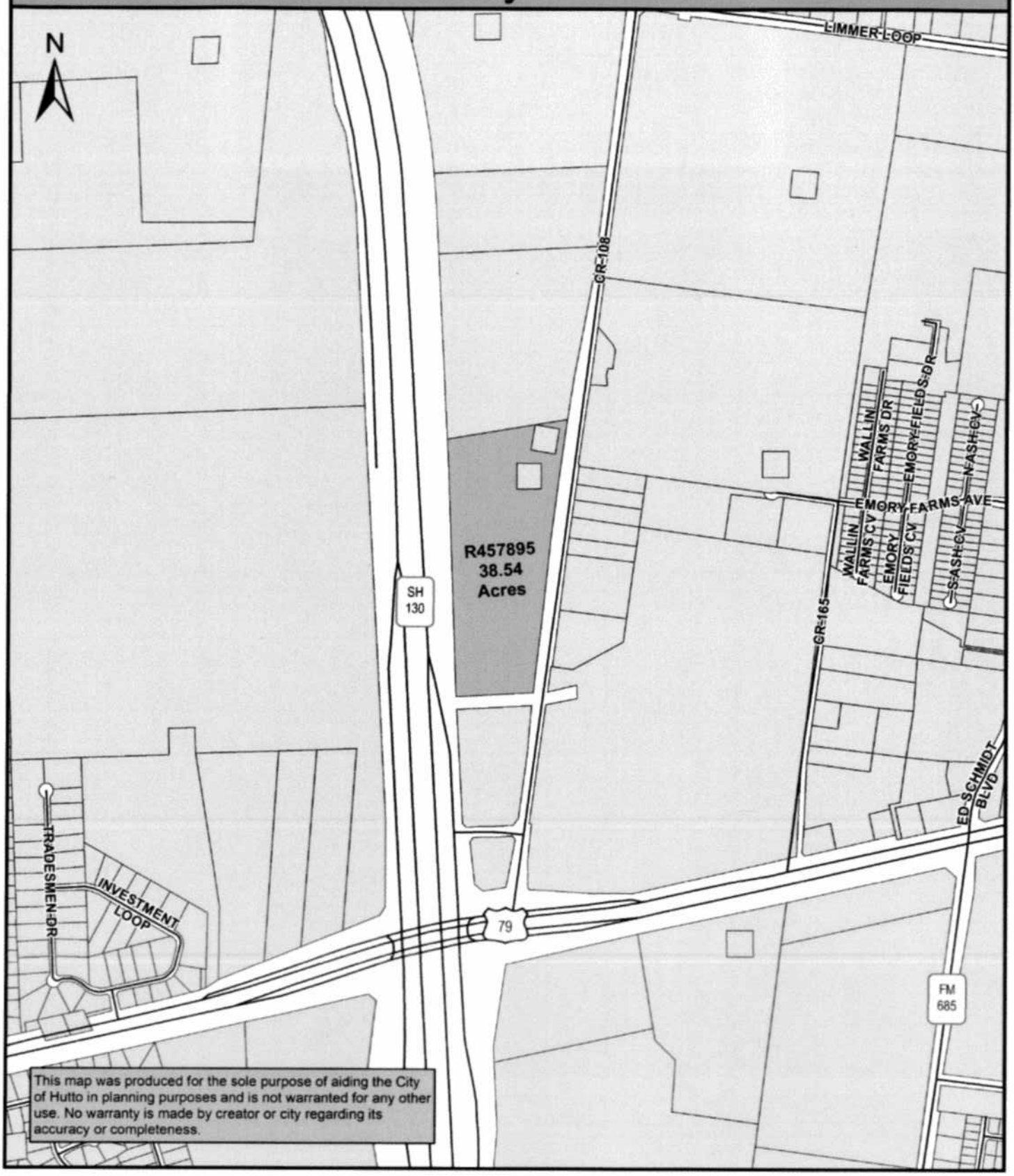
EXHIBIT "A"

LEGAL DESCRIPTION:

AVERY 3C (R457895):
38.54 ACRES, MORE OR LESS, OF LAND, SITUATED IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, IN WILLIAMSON COUNTY, TEXAS, SAID LAND BEING A PORTION OF THAT CERTAIN FIRST TRACT, CALLED 180.0 ACRES, AS CONVEYED TO ANDREW J. NELSON BY DEED AS RECORDED IN VOLUME 24, PAGE 419, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN TRACT OF LAND, CALLED 218 1/10 ACRES, AS CONVEYED TO MRS. HEDWIG NELSON BY DEED AS RECORDED IN VOLUME 85, PAGE 566, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

Avery 3 C

EXHIBIT "A"



Map Document: (K:\SITE LOCATION MAPS\2012 Site Location Maps\Annexation_Maps\Avery_3_C.mxd)

1/24/2012 -- 4:19:22 PM

0 625 1,250 2,500 Feet

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2012058574

Nancy E. Rister

07/25/2012 11:37 AM

MARIA $44.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

3

City of Hutto
401 West Front Street
Hutto, TX 78634

ORDINANCE NO. O-2021-073

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 16 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 16 acres, more or less, of land, being out of the Robert McNutt Survey, Abstract No. 422 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 and 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 **2nd** day of **December, 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 the **2nd** day of **December, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

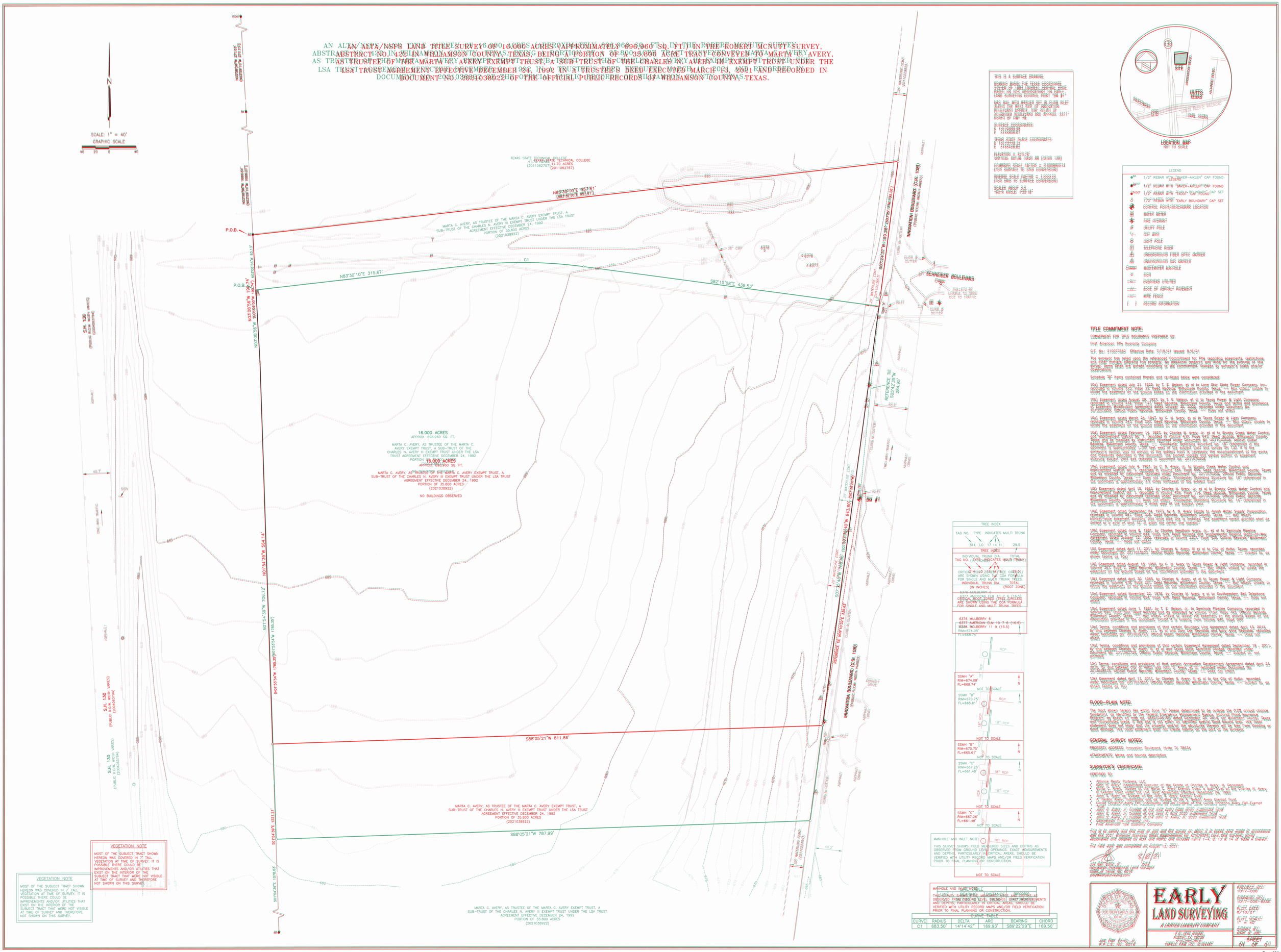
CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

AN ALTA/NSPS LAND TITLE SURVEY OF 16.000 ACRES (APPROXIMATELY 696,960 SQ. FT.) IN THE ROBERT MCNUTT SURVEY, ABSTRACT 420 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF 80.035.000 ACRE TRACT CONVEYED TO MARTA C. AVERY, AS TRUSTEE OF THE MARTA C. AVERY EXEMPT TRUST, A SUB-TRUST OF THE CHARLES N. AVERY III EXEMPT TRUST UNDER THE LSA TRUST AGREEMENT EFFECTIVE DECEMBER 24, 1992 TRUSTEE'S DEED EXECUTED MARCH 23, 2021 RECORDED IN DOCUMENT NO. 2021038922 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



THIS IS A SURVEY DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. BASED ON GPS OBSERVATIONS ON ZONE 1 LAND SURVEYING CONTROL POINT "RBU B1".

MAG NAIL WITH WASHER SET IN CURB INLET ALONG THE WEST SIDE OF INNOVATION BOULEVARD APPROX. 348' SOUTH OF SCHNEIDER BOULEVARD AND APPROX. 3311' NORTH OF HWY 79.

SURFACE COORDINATES:
N 10172669.99
E 3168808.67

TEXAS STATE PLANE COORDINATES:
N 10172719.12
E 3168438.82

ELEVATION = 670.76'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.9998880014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.0001120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°25'18"

LOCATION MAP
NOT TO SCALE

LEGEND

BM	1/2" REBAR WITH "BAKER-AIKLEN" CAP FOUND
BENCH	1/2" REBAR WITH "BAKER-AIKLEN" CAP FOUND
TNDOT	1/2" REBAR WITH "TXDOT TEXARKANA" CAP FOUND
	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
	CP&S NAIL SET
	CONTROL POINT/BENCHMARK LOCATION
	WATER METER
	FIRE HYDRANT
	UTILITY POLE
	GUY WIRE
	LIGHT POLE
	TELEPHONE RISER
	UNDERGROUND FIBER OPTIC MARKER
	UNDERGROUND GAS MARKER
	WASTEWATER MANHOLE
	SIGN
	OVERHEAD UTILITIES
	EDGE OF ASPHALT PAVEMENT
	WIRE FENCE
( )	RECORD INFORMATION

TREE INDEX

TAG NO. TYPE INDICATES MULTI TRUNK
514 LO 17 14 11 29.5

TREE INDEX
INDIVIDUAL TRUNK DIA. TOTAL
TAG NO. (TYPE) INDICATES MULTI TRUNK
CRITICAL ROOT ZONE (TREE CIRCLE)
ARE SHOWN USING THE COA FORMULA FOR SINGLE AND MULTI TRUNK TREES.
INDIVIDUAL TRUNK DIA. TOTAL
(IN INCHES) (ROOT ZONE)
6376 MULBERRY 6
6377 AMERICAN ELM 10 7 6 (16.5)
CRITICAL ROOT ZONES (TREE CIRCLES)
ARE SHOWN USING THE COA FORMULA FOR SINGLE AND MULTI TRUNK TREES.

6376 MULBERRY 6
~~6377 AMERICAN ELM 10 7 6 (16.5)~~
6378 MULBERRY 11 9 (15.5)

MANHOLE AND INLET NOTE:

THIS SURVEY SHOWS FIELD MEASURED SIZES AND DEPTHS AS OBSERVED FROM GROUND LEVEL OPENINGS. EXACT MEASUREMENTS AND DEPTHS, PARTICULARLY IN CRITICAL AREAS, SHOULD BE VERIFIED WITH UTILITY RECORD MAPS AND/OR FIELD VERIFICATION PRIOR TO FINAL PLANNING OR CONSTRUCTION.

NOT TO SCALE

MANHOLE AND INLET NOTE:

THIS SURVEY SHOWS FIELD MEASURED SIZES AND DEPTHS AS OBSERVED FROM GROUND LEVEL OPENINGS. EXACT MEASUREMENTS AND DEPTHS, PARTICULARLY IN CRITICAL AREAS, SHOULD BE VERIFIED WITH UTILITY RECORD MAPS AND/OR FIELD VERIFICATION PRIOR TO FINAL PLANNING OR CONSTRUCTION.

LINE TABLE

LINE	BEARING	DISTANCE	(RECORD)

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	683.50'	14°14'42"	169.93'	S89°22'29"E	169.50'

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

First American Title Guaranty Company

G.F. No.: 2106772583 Effective Date: 7/19/21 Issued: 8/6/21

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting his property. No additional research was done for the purposes of this survey. Items listed are listed according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

10a) Easement dated July 21, 1925, by E. E. Nelson, et al to Lone Star State Power Company, Inc., recorded in Volume 322, Page 147, Deed Records, Williamson County, Texas. — Not clear, unable to locate the easement on the ground based on the information provided in the document

10b) Easement dated August 29, 1927, by E. E. Nelson, et al to Texas Power & Light Company, recorded in Volume 335, Page 417, Deed Records, Williamson County, Texas and Memorandum of Easement and Right-of-Way Agreement dated July 10, 2014, recorded under Document No. 2014022869, Official Public Records, Williamson County, Texas. — Does not affect

10c) Easement dated March 24, 1945, by C. N. Avery, et al to Texas Power & Light Company, recorded in Volume 542, Page 342, Deed Records, Williamson County, Texas. — Not clear, unable to locate the easement on the ground based on the information provided in the document

10d) Easement dated February 15, 1957, by Charles N. Avery, et al to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 615, Page 515, Deed Records, Williamson County, Texas and as modified by instrument recorded under Document No. 2011034806, Official Public Records, Williamson County, Texas. — Does not affect. Approximate location of easement is approximately 1,600' feet west of the subject tract and is referenced in the document to be approximately 2 miles east of the subject tract

10e) Easement dated July 5, 1961, by C. N. Avery, et al to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 704, Page 563, Deed Records, Williamson County, Texas and as modified by instrument recorded under Document No. 2011034806, Official Public Records, Williamson County, Texas. — Does not affect. Approximate location of easement is approximately 2,000' feet west of the subject tract and is referenced in the document to be approximately 2 miles east of the subject tract

10f) Easement dated April 15, 1963, by Charles N. Avery, et al to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 734, Page 305, Deed Records, Williamson County, Texas and as modified by instrument recorded under Document No. 2011034806, Official Public Records, Williamson County, Texas. — Not clear, unable to locate the easement on the ground based on the information provided in the document. Approximate location of easement is approximately 2,000' feet west of the subject tract and is referenced in the document to be approximately 2 miles east of the subject tract

10g) Easement dated September 24, 1973, by A. N. Avery Estate to Jonah Water Supply Corporation, recorded in Volume 941, Page 308, Deed Records, Williamson County, Texas. — May affect. Unable to locate the easement on the ground based on the information provided in the document. Exact location of the easement herein granted shall be limited to a strip of land 15' in width on the center line thereof

10h) Easement dated June 8, 1981, by Charles Needham Avery, Jr., et al to Seminole Pipeline Company, recorded in Volume 1347, Page 1, Deed Records, Williamson County, Texas and Supplemental Right-of-Way Agreement dated October 15, 1982, recorded in Volume 1462, Page 1, Deed Records, Williamson County, Texas. — Does not affect

10i) Easement dated April 11, 2011, by Charles N. Avery III et al to City of Hutto, Texas, recorded under Document No. 2011022853, Official Public Records, Williamson County, Texas. — Subject to, as shown (None on Tax)

10j) Easement dated August 18, 1950, by C. N. Avery to Texas Power & Light Company, recorded in Volume 528, Page 347, Deed Records, Williamson County, Texas. — Not clear, unable to locate the easement on the ground based on the information provided in the document

10k) Easement dated April 30, 1965, by Charles N. Avery, et al to Texas Power & Light Company, recorded in Volume 757, Page 221, Deed Records, Williamson County, Texas. — Not clear, unable to locate the easement on the ground based on the information provided in the document

10l) Easement dated November 22, 1976, by Charles N. Avery, et al to Southwestern Bell Telephone Company, recorded in Volume 844, Page 598, Deed Records, Williamson County, Texas. — Does not affect

10m) Easement dated June 1, 1981, by C. E. Nelson, Jr., to Seminole Pipeline Company, recorded in Volume 1347, Page 7, Deed Records, Williamson County, Texas. — May affect. Unable to locate the easement on the ground based on the information provided in the document. Exact location of the easement herein granted shall be limited to a strip of land 15' in width on the center line thereof

10n) Terms, conditions and provisions of that certain Boundary Line Agreement dated April 13, 2012, by and between Charles N. Avery, et al and Alliance Realty Partners, LLC, recorded under Document No. 2012022852, Official Public Records, Williamson County, Texas. — Does not affect

10o) Terms, conditions and provisions of that certain Easement Agreement dated September 19, 2011, by and between Charles N. Avery, et al of the Texas State Technical College, recorded under Document No. 2011062757, Official Public Records, Williamson County, Texas. — Subject to, as shown

10p) Terms, conditions and provisions of that certain Annexation Development Agreement dated April 23, 2013, by and between Charles N. Avery, et al and Alliance Realty Partners, LLC, recorded under Document No. 2013036275, Official Public Records, Williamson County, Texas. — Does not affect

10q) Easement dated April 11, 2011, by Charles N. Avery III et al to the City of Hutto, recorded under Document No. 2011022855, Official Public Records, Williamson County, Texas. — Subject to, as shown (None on Tax)

FLOOD PLAIN NOTE:

The tract shown hereon lies within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program's Flood Insurance Rate Map, Community Panel Number 48491C0255F, dated 12/20/2019, for Williamson County, Texas and Incorporated Areas. This flood is not known or identified Special Flood Hazard Area, low risk flood zone. This flood zone is not shown on the Flood Insurance Rate Map. Warning: Flood hazards may result from heavier than normal rainfall or flood stages higher than those on the Flood Insurance Rate Map, or flood damage may occur otherwise than from rising water. Flood hazards may be free from flooding or flood damage.

GENERAL SURVEY NOTES:

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: Innovation Boulevard, Hutto, TX 78634

ATTACHMENTS: Notes and bounds description.

SURVEYOR'S CERTIFICATE:

SURVEYOR'S CERTIFICATE:

Certified to:

- Alliance Realty Partners, LLC
- Mark C. Avery, Independent Executor of the Estate of Charles N. Avery, Jr. Deceased
- Mark C. Avery, Trustee of the Marta C. Avery Exempt Trust, a Sub-Trust of the Charles N. Avery, III Exempt Trust under the LSA Trust Agreement Effective December 24, 1992
- Mark C. Avery, Trustee of the Mark C. Avery Trust, dated July 1, 1992
- C. Weston Avery, Individually and as Trustee of the C. Weston Avery Exempt Trust
- Trust for Mark Avery's Exempt Trust, a Sub-Trust of the C. Weston Avery Exempt Trust
- John C. Avery, Jr. Trustee of the John C. Avery Family Trust, Exempt Trust
- John C. Avery, Jr. Trustee of the John C. Avery Trust 2020 Investment Trust
- John C. Avery, Jr. Trustee of the John C. Avery, Jr. 2020 Investment Trust
- Alliance Realty Partners, LLC
- Independent Title Company
- First American Title Guaranty Company

This is to certify that this map or plat 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, 6, 13 & 16 of Table A thereof.

The field work was completed on August 3, 2021.

8/10/21

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016
joe@earlysurveying.com

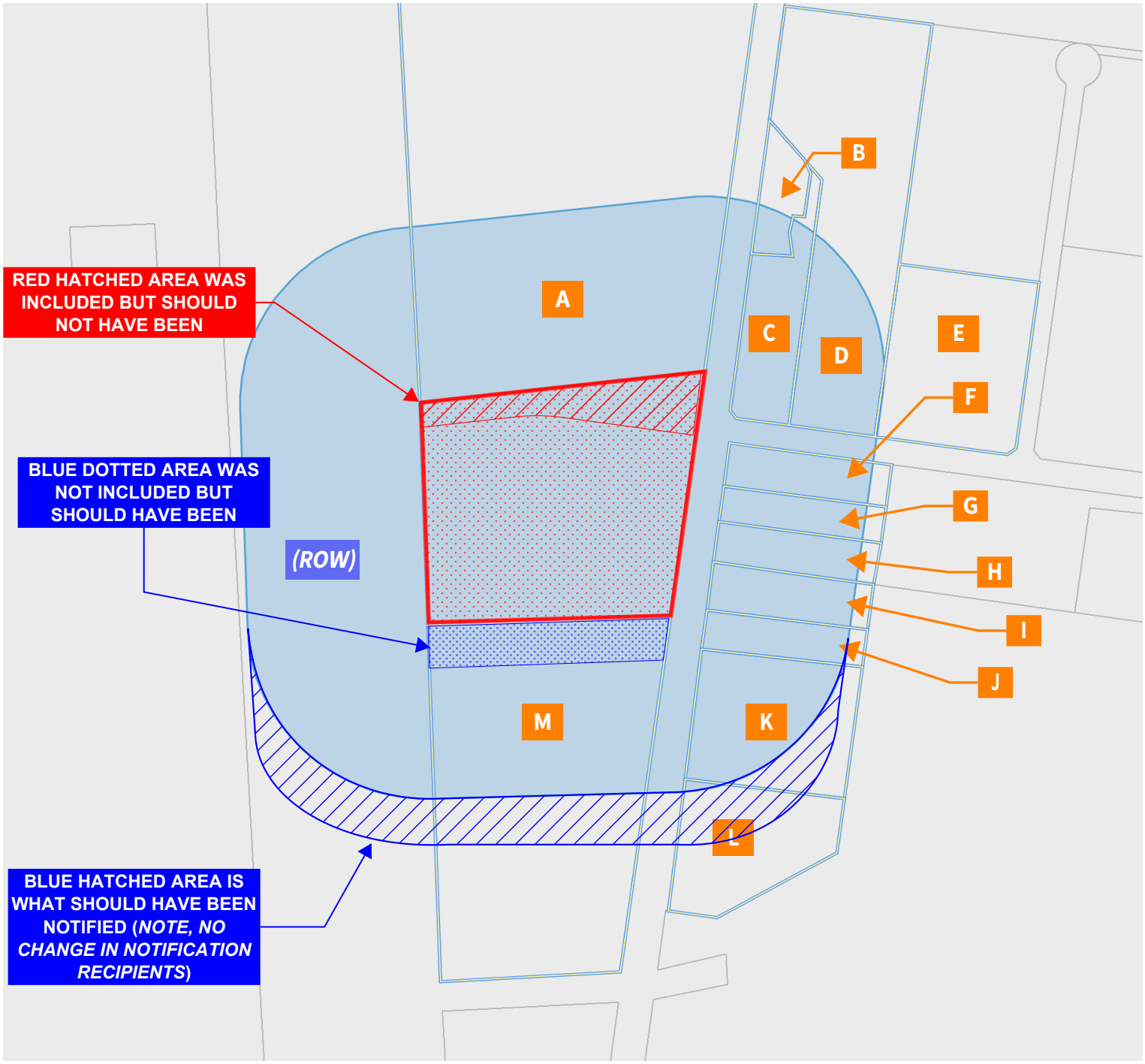
JOE BEN EARLY, JR.
6016
REGISTERED
PROFESSIONAL
LAND SURVEYOR
STATE OF TEXAS

Joe Ben Early, Jr.
R.P.L.S. No. 6016

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 2066
AUSTIN, TX 78768
(512) 267-8066
TBPLS FIRM NO. 10194867

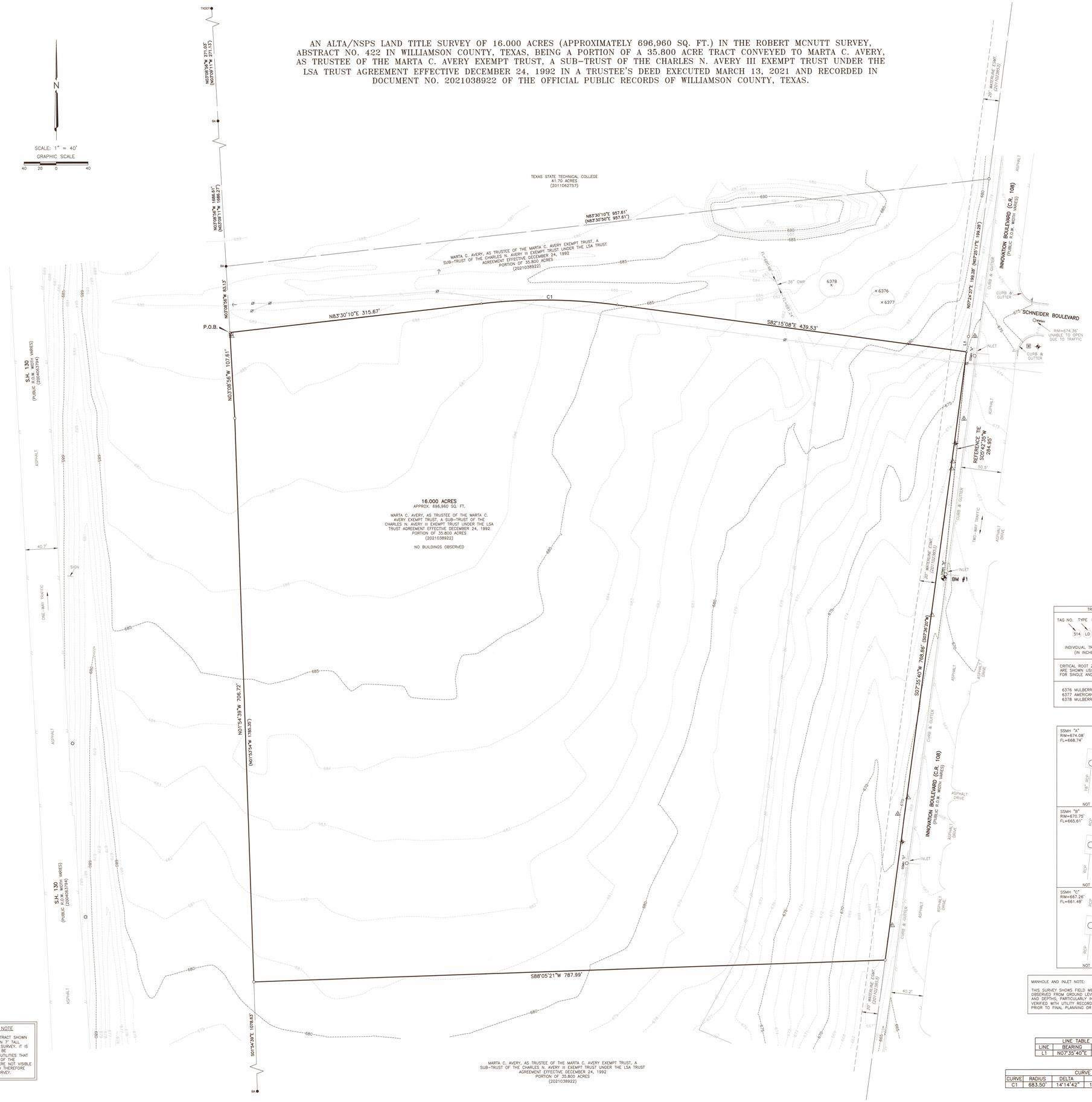
PROJECT NO.: 1017-008	
DRAWING NO.: 1017-008-BASE	
PLOT DATE: 8/18/21	
PLOT SCALE: 1" = 40'	
DRAWN BY: WW & JBE	
SHEET 01 OF 01	


RED HATCHED AREA WAS INCLUDED BUT SHOULD NOT HAVE BEEN
BLUE DOTTED AREA WAS NOT INCLUDED BUT SHOULD HAVE BEEN
(ROW)
BLUE HATCHED AREA IS WHAT SHOULD HAVE BEEN NOTIFIED (NOTE, NO CHANGE IN NOTIFICATION RECIPIENTS)
A
B
C
D
E
F
G
H
I
J
K
L
M

Addresses

EXHIBIT REFERENCE NO.	WCAD ID	Contact Name	Site Address	Mailing Address 1	Mailing Address 2
A	R512832	TEXAS STATE TECHNICAL COLLEGE	1600 INNOVATION BLVD, HUTTO, TX 78634	3801 CAMPUS DR	WACO, TX 76705
B	R462476	CLAYTON J SCHNEIDER	2013 INNOVATION BLVD, HUTTO, TX 78634	359 WHITETAIL LN	HUTTO, TX 78634-5029
C	R560746	BOLANDER, VERONICA & CHRIS & CLAY SCHNEIDER	ALLIANCE BLVD, HUTTO, TX 78634	550 ALLIANCE BLVD	HUTTO, TX 78634-3426
D	R560744	CITY OF HUTTO	SCHNEIDER BLVD, HUTTO, TX 78634	500 W LIVE OAK ST	HUTTO, TX 78634-3179
E	R586675	CB TIBP INVESTMENTS LLC	1051 NEW TECHNOLOGY BLVD, HUTTO, TX 78634	PO BOX 180	HUTTO, TX 78634-0180
F	R402743	JERRY M & BILLIE BELDER	2121 INNOVATION BLVD, HUTTO, TX 78634	119 BENCHMARK ST	GEORGETOWN, TX 78626-4531
G	R402745	TURNER LAND & HAY LLC	2153 INNOVATION BLVD, HUTTO, TX 78634	20005 BELINDA LN	WEBBERVILLE, TX 78653
H	R402746	JERRY BISHOP	2175 INNOVATION BLVD, HUTTO, TX 78634	2203 INNOVATION BLVD	HUTTO, TX 78634-3413
I	R402747	JERRY BISHOP	2203 INNOVATION BLVD, HUTTO, TX 78634	2203 INNOVATION BLVD	HUTTO, TX 78634-3413
J	R402748	ASSOCIATED SEMICONDUCTOR SUPPORT & EQUIPMENT TECHNOLOGY SOLUTIONS	2225 INNOVATION BLVD, HUTTO, TX 78634	3416 HIDDEN LAKE XING	PFLUGERVILLE, TX 78660
K	R402749	TECHLINE PIPE LP	2259 INNOVATION BLVD, HUTTO, TX 78634	Attn: BECKY KALE 9609 BECK CIR	AUSTIN, TX 78758
L	R402750	ALAMO HUTTO MINI STORAGE LTD	2339 INNOVATION BLVD, HUTTO, TX 78634	PO BOX 6869	SAN ANTONIO, TX 78209-0869
M	R457895	LSA TRUST & CHARLES N AVERY III & A NELSON AVERY & LUCILLE CHRISTINE AVERY ETAL	INNOVATION BLVD, HUTTO, TX 78634	Attn: JOHN AVERY 2803 PECOS ST	AUSTIN, TX 78703-1144

AN ALTA/NSPS LAND TITLE SURVEY OF 16.000 ACRES (APPROXIMATELY 696,960 SQ. FT.) IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 35.800 ACRE TRACT CONVEYED TO MARTA C. AVERY, AS TRUSTEE OF THE MARTA C. AVERY EXEMPT TRUST, A SUB-TRUST OF THE CHARLES N. AVERY III EXEMPT TRUST UNDER THE LSA TRUST AGREEMENT EFFECTIVE DECEMBER 24, 1992 IN A TRUSTEE'S DEED EXECUTED MARCH 13, 2021 AND RECORDED IN DOCUMENT NO. 2021038922 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "BM #1"

MAG NAIL WITH WASHER SET IN CURB INLET ALONG THE WEST SIDE OF INNOVATION BOULEVARD APPROX. 338' SOUTH OF SCHNEIDER BOULEVARD AND APPROX. 3311' NORTH OF HWY 79.

SURFACE COORDINATES:
N 10174989.98
E 3165808.67

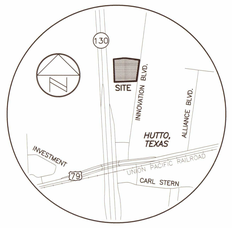
TEXAS STATE PLANE COORDINATES:
N 10173779.12
E 3165428.82

ELEVATION = 670.76'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999880014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°25'18"



LOCATION MAP
NOT TO SCALE

LEGEND

BA	1/2" REBAR WITH "BAKER-AIKLEN" CAP FOUND
TXDOT	1/2" REBAR WITH "TXDOT" CAP FOUND
	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
	CALCULATED POINT
	CONTROL POINT/BENCHMARK LOCATION
WM	WATER METER
	FIRE HYDRANT
	UTILITY POLE
	GUY WIRE
	LIGHT POLE
T	TELEPHONE RISER
	UNDERGROUND FIBER OPTIC MARKER
	UNDERGROUND GAS MARKER
SSMH	WASTEWATER MANHOLE
	SIGN
OU	OVERHEAD UTILITIES
	EDGE OF ASPHALT PAVEMENT
	WIRE FENCE
( )	RECORD INFORMATION

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

First American Title Guaranty Company

G.F. No.: 210077562 Effective Date: 7/19/21 Issued: 8/6/21

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

10a) Easement dated July 21, 1925, by T. E. Nelson, et al to Lone Star State Power Company, Inc., recorded in Volume 225, Page 33, Deed Records, Williamson County, Texas. -- May affect, unable to locate the easement on the ground based on the information provided in the document

10b) Easement dated August 29, 1927, by T. E. Nelson, et al to Texas Power & Light Company, recorded in Volume 234, Page 137, Deed Records, Williamson County, Texas and terms and provisions of Easement Modification Agreement dated October 30, 2009, recorded under Document No. 2010023859, Official Public Records, Williamson County, Texas. -- Does not affect

10c) Easement dated March 24, 1947, by C. N. Avery, et al to Texas Power & Light Company, recorded in Volume 343, Page 290, Deed Records, Williamson County, Texas. -- May affect, unable to locate the easement on the ground based on the information provided in the document

10d) Easement dated February 14, 1957, by Charles N. Avery, Jr. et al to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 430, Page 645, Deed records, Williamson County, Texas and as modified by instrument recorded under Document No. 2011070508, Official Public Records, Williamson County, Texas. -- "Floodwater Retarding Structure No. 18" referenced in the document is approximately 1,700 feet west of the subject tract and across SH 130. It is the surveyor's opinion that no portion of the subject tract is necessary the accomplishment of the works and measures described in the document. The blanket ingress and egress portion of easement affecting subject tract was released in Document No. 2011070508

10e) Easement dated July 4, 1961, by C. N. Avery, Jr. to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 445, Page 656, Deed records, Williamson County, Texas and as modified by instrument recorded under Document No. 2011070508, Official Public Records, Williamson County, Texas. -- Does not affect, "Floodwater Retarding Structure No. 16" referenced in the document is approximately 3.5 miles northwest of the subject tract

10f) Easement dated April 15, 1963, by Charles N. Avery, Jr. et al to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 459, Page 114, Deed records, Williamson County, Texas and as modified by instrument recorded under Document No. 2011070508, Official Public Records, Williamson County, Texas. -- Does not affect, "Floodwater Retarding Structure No. 14" referenced in the document is approximately 5 miles west of the subject tract

10g) Easement dated September 24, 1973, by A. N. Avery Estate to Jonah Water Supply Corporation, recorded in Volume 581, Page 308, Deed Records, Williamson County, Texas. -- May affect, blanket-style easement dictating that once pipe line is installed *"the easement herein granted shall be limited to a strip of land 15' in width the center line thereof"*

10h) Easement dated June 8, 1981, by Charles Needham Avery, Jr., et al to Seminole Pipeline Company, recorded in Volume 844, Page 628, Deed Records and Supplemental Pipeline Right-of-Way Agreement dated October 15, 1992, recorded in Volume 2207, Page 429, Official Records, Williamson County, Texas. -- Does not affect

10i) Easement dated April 11, 2011, by Charles N. Avery, III et al to City of Hutto, Texas, recorded under Document No. 2011023853, Official Public Records, Williamson County, Texas. -- Subject to, as shown (same as 10s)

10j) Easement dated August 18, 1950, by C. N. Avery to Texas Power & Light Company, recorded in Volume 367, Page 5, Deed Records, Williamson County, Texas. -- May affect, unable to locate the easement on the ground based on the information provided in the document

10k) Easement dated April 30, 1965, by Charles N. Avery, et al to Texas Power & Light Company, recorded in Volume 478, Page 291, Deed Records, Williamson County, Texas. -- May affect, unable to locate the easement on the ground based on the information provided in the document

10n) Easement dated November 22, 1976, by Charles N. Avery, e al to Southwestern Bell Telephone Company, recorded in Volume 654, Page 496, Deed Records, Williamson County, Texas. -- Does not affect

10o) Easement dated June 1, 1981, by T. E. Nelson, Jr. to Seminole Pipeline Company, recorded in Volume 840, Page 699, Deed Records and as amended by Volume 2169, Page 795, Official Records, Williamson County, Texas. -- May affect, unable to locate the easement on the ground based on the information provided in the document, Exhibit A is missing from Volume 840, Page 699

10p) Terms, conditions and provisions of that certain Boundary Line Agreement dated April 13, 2012, by and between Charles N. Avery, III, et al and Gary Lee Reynolds and Mary Anne Reynolds, recorded under Document No. 2012029193, Official Public Records, Williamson County, Texas. -- Does not affect

10q) Terms, conditions and provisions of that certain Easement Agreement dated September 19 , 2011, by and between Charles N. Avery, III, et al and Texas State Technical College, recorded under Document No. 2011062759, Official Public Records, Williamson County, Texas. -- Subject to, not plottable

10r) Terms, conditions and provisions of that certain Annexation Development Agreement dated April 23 2012, by and between City of Hutto and John S. Avery, et al, recorded under Document No. 2012055575, Official Public Records, Williamson County, Texas. -- Does not affect

10s) Easement dated April 11, 2011, by Charles N. Avery, III et al to the City of Hutto, recorded under Document No. 2011023853, Official Public Records, Williamson County, Texas. -- Subject to, as shown (same as 10i)

FLOOD-PLAIN NOTE:

The tract shown hereon lies within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48491C0515F, dated December 20, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS: Innovation Boulevard, Hutto TX 78634

ATTACHMENTS: Metes and bounds description

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

- Alliance Realty Partners, LLC
- Beth H. Avery, Independent Executor of the Estate of Charles N. Avery, III, Deceased
- Marta C. Avery, Trustee of the Marta C. Avery Exempt Trust, a sub-Trust of the Charles N. Avery, III Exempt Trust under the LSA Trust Agreement Effective December 24, 1992
- John S. Avery as Trustee of the John S. Avery Exempt Trust
- A. Nelson Avery, Individually and as Trustee of the A. Nelson Avery Exempt Trust
- Lucille Christina Avery Fell, individually and as Trustee of the Lucille Christina Avery Fell Exempt Trust
- John S. Avery, Jr. Trustee of the Julie Avery Dees 2020 Investment Trust
- John S. Avery, Jr. Trustee of the Jona A. Bule 2020 Investment Trust
- John S. Avery, Jr. Trustee of the John S. Avery, Jr. 2020 Investment Trust
- Georgetown Title Company, Inc.
- First American Title Guaranty Company

This is to certify that this map or plat 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, 8, 13 & 14 of Table A thereof.

The field work was completed on October 7, 2021.

11/17/21
Date

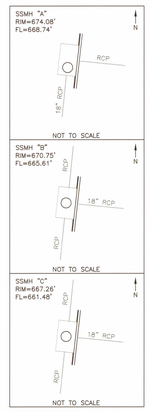
Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016
joby@earlysurveying.com

TREE INDEX

TAG NO. TYPE INDICATES MULTI TRUNK
514 LO 17 14 11 29.5
INDIVIDUAL TRUNK DIA. (IN INCHES) TOTAL (ROOT ZONE)

CRITICAL ROOT ZONES (TREE CIRCLES) ARE SHOWN USING THE COA FORMULA FOR SINGLE AND MULTI TRUNK TREES.

6376 MULBERRY 6
6377 AMERICAN ELM 10 7 6 (16.5)
6378 MULBERRY 11 9 (15.5)



MANHOLE AND INLET NOTE:

THIS SURVEY SHOWS FIELD MEASURED SIZES AND DEPTHS AS OBSERVED FROM GROUND LEVEL OPENINGS. EXACT MEASUREMENTS AND DEPTHS, PARTICULARLY IN CRITICAL AREAS, SHOULD BE VERIFIED WITH UTILITY RECORD MAPS AND/OR FIELD VERIFICATION PRIOR TO FINAL PLANNING OR CONSTRUCTION.

LINE TABLE

LINE	BEARING	DISTANCE	(RECORD)
L1	N07°35'40"E	19.30'	(N07°36'20"E)

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	683.50'	14°14'42"	169.93'	S89°22'29"E	169.50'

VEGETATION NOTE

MOST OF THE SUBJECT TRACT SHOWN HEREON WAS COVERED IN 7' TALL VEGETATION AT TIME OF SURVEY. IT IS POSSIBLE THERE COULD BE IMPROVEMENTS AND/OR UTILITIES THAT EXIST ON THE INTERIOR OF THE SUBJECT TRACT THAT WERE NOT VISIBLE AT TIME OF SURVEY AND THEREFORE NOT SHOWN ON THIS SURVEY.

STATE OF TEXAS
JOE BEN EARLY, JR.
6016
REGISTERED
LAND SURVEYOR

Joe Ben Early, Jr.
R.P.L.S. No. 6016

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1017-006
DRAWING NO.: 1017-006-BASE
PLOT DATE: 11/17/21
PLOT SCALE: 1" = 40'
DRAWN BY: MAW & JBE
SHEET 01 OF 01

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

16.000 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 16.000 ACRES (APPROXIMATELY 696,960 SQ. FT.) IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 35.800 ACRE TRACT CONVEYED TO MARTA C. AVERY, AS TRUSTEE OF THE MARTA C. AVERY EXEMPT TRUST, A SUB-TRUST OF THE CHARLES N. AVERY III EXEMPT TRUST UNDER THE LSA TRUST AGREEMENT EFFECTIVE DECEMBER 24, 1992 IN A TRUSTEE'S DEED EXECUTED MARCH 13, 2021 AND RECORDED IN DOCUMENT NO. 2021038922 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 16.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the in the east right-of-way line of S.H. 130 (public right-of-way width varies) as described in Document No. 2004063794 of the Official Public Records of Williamson County, Texas, being in the west line of the said 35.800 acre tract, from which a 1/2" rebar with "Baker-Aiklen" cap found in the east right-of-way line of S.H. 130, being the northwest corner of the said 35.800 acre tract, being also the southwest corner of a 41.70 acre tract described in Document No. 2011062757 of the Official Public Records of Williamson County, Texas, bears North 03°08'56" West, a distance of 83.13 feet;

THENCE crossing the said 35.800 acre tract, the following three (3) courses and distances:

1. North 83°30'10" East, a distance of 315.67 feet to a calculated point;

2. With a curve to the right, having a radius of 683.50 feet, a delta angle of 14°14'42", an arc length of 169.93 feet, and a chord which bears South 89°22'29" East, a distance of 169.50 feet to a to a calculated point;

3. South 82°15'08" East, a distance of 439.53 feet to a calculated point in the west right-of-way line of Innovation Boulevard (County Road 108) (public right-of-way width varies) and the east line of the said 35.800 acre tract;

THENCE South 07°35'40" West with the west right-of-way line of Innovation Boulevard (County Road 108) and the east line of the said 35.800 acre tract, a distance of 768.86 feet to a 1/2" rebar with "Early Boundary" cap set;

THENCE South 88°05'21" West crossing the said 35.800 acre tract, a distance of 787.99 feet to a 1/2" rebar with "Early Boundary" cap set in the east right-of-way line of S.H. 130, and the west line of the said 35.800 acre tract, from which a 1/2" rebar with "Baker-Aiklen" cap found in the east right-of-way line of S.H. 130, being the southwest corner of the said 35.800 acre tract, bears South 01°54'39" East, a distance of 1078.63 feet;

THENCE with the east right-of-way line of S.H. 130 and the west line of the said 35.800 acre tract, the following two (2) courses and distances:

1. North 01°54'39" West, a distance of 706.72 feet to a 1/2" rebar with "Early Boundary" cap set;

2. North 03°08'56" West, a distance of 107.61 feet to the **POINT OF BEGINNING**, containing 16.000 acres of land, more or less.

Surveyed on the ground on October 7, 2021.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1017-006-BASE

11/17/21

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-073 to dispense with second reading pursuant to Hutto City Charter Article 3, Section 3.13.
Meeting: Thursday, December 2, 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 presentation on the Utility Rate Study and approval of Ordinance No. O-2021-074 prescribing certain fees for the City of Hutto, Texas, amending all applicable ordinances and other instruments; providing for a schedule of fees and charges. (First Reading)(Angie Rios)
Meeting: Thursday, December 2, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. O-2021-074 Ordinance amending fee schedules
2. Hutto_W_WW_Rate_Study_Final_Reportrev
3. 12-2-21 Proposed APPENDIX_A__FEE_SCHEDULE

ORDINANCE NO. O-2021-074

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 DECEMBER 16, 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 wasadopted 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 andformally 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 December 16, 2021.

READ and APPROVED on first reading on this the **2nd day of December, 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 December, 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

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NewGen Strategies & Solutions

www.newgenstrategies.net

FINAL REPORT

WATER AND WASTEWATER RATE DESIGN STUDY

NOVEMBER 2021

CITY OF HUTTO

Prepared for:
City of Hutto, Texas
500 W Live Oak Street
Hutto, TX 78634

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TABLE OF CONTENTS

Transmittal Letter 1–9
Assumptions and Inflation 10–11
Billing Determinant Summary 12
Capital Improvement Projects 13–15
Debt Schedules 16
Impact Fee Workpaper 17
Water Supply Workpaper 18
New Program O&M 19
Financial Performance Under Current Rates 20–22
Current and Proposed Rates
- Water 23–24
- Wastewater 25–26

Financial Performance Under Proposed Rates 27–29
Regional Bill Comparisons 30
Water Volumetric Rate Comparisons 31–32
Bill Per 1,000 Gallons Comparisons 33
Appendix A – Water System Aggressive Growth Projection
Appendix B – Wastewater System Aggressive Growth Projection
Appendix C – Water System Historical Growth Projection
Appendix D – Wastewater System Historical Growth Projection
Appendix E – Water System Moderate Growth Projection
Appendix F – Wastewater System Moderate Growth Projection
Appendix G – Water Service Area Vacant Platted Lots (as of May 7, 2021)
Appendix H – Wastewater Service Area Vacant Platted Lots (as of May 7, 2021)

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NewGen Strategies & Solutions

275 W. Campbell
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

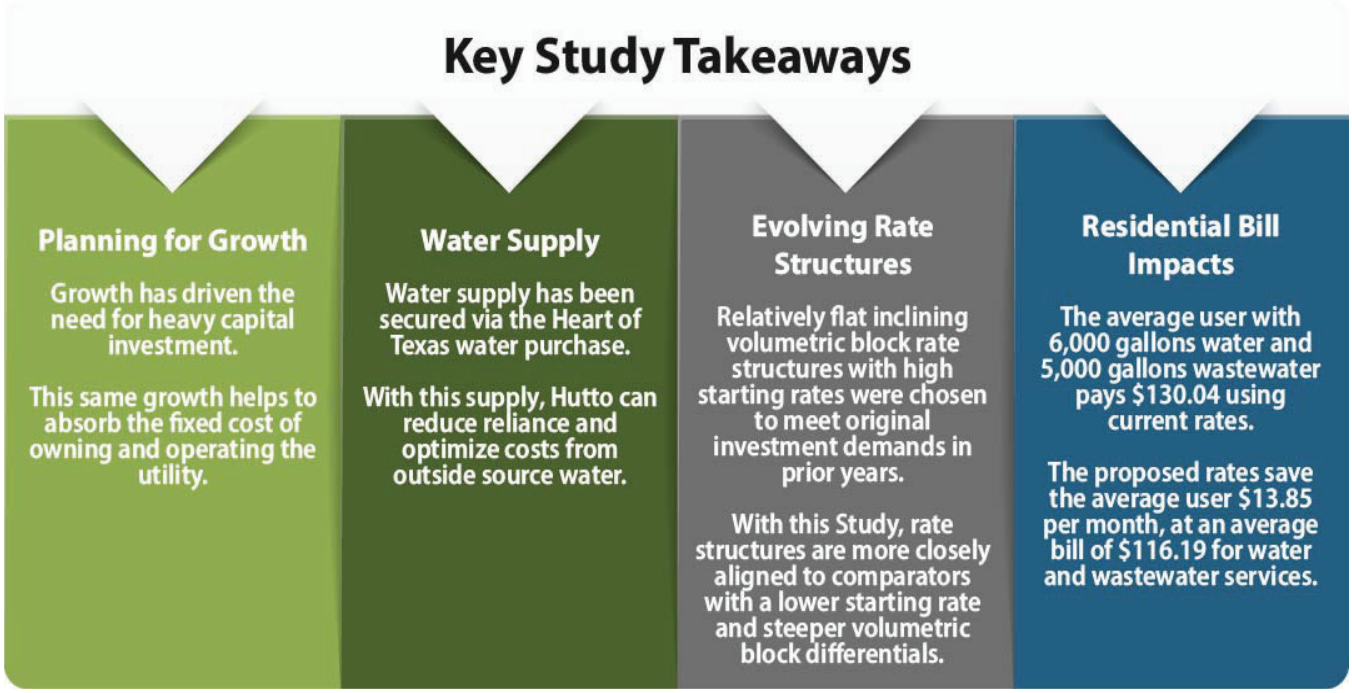
November 19, 2021

Ms. Angie Rios
Chief Financial Officer
500 W Live Oak Street
Hutto, TX 78634

Subject: Water and Wastewater Rate Design Study – Summary Report

Dear Ms. Rios:

NewGen Strategies and Solutions, LLC (NewGen) is pleased to submit this summary of our results from the Water and Wastewater Rate Design Study (Study) with DCS Engineering (DCS) to the City of Hutto (City). The key takeaways from the Study are highlighted below.



Each of these aspects is discussed further in the following sections of the report along with additional context related to major assumptions and methods. Attached to this summary letter are schedules from the financial model NewGen developed to set the City's proposed rates for Fiscal Year 2021–2022 (FY 2022), which also contains projection details for the next five years.

In familiarizing itself with the City, NewGen reviewed the City's budget, water and wastewater master plans capital improvement project (CIP) lists, water supply study CIP list, and historical billing data. NewGen held several conference calls with City staff and DCS to better understand the data provided, refine future estimates, and

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receive direction on rate design options. During the study, several scenarios were reviewed which were dependent on growth and corresponding capital based on the amount of growth.

Five-Year Growth Projections and Capital Improvement Projects (CIP)

All financial models rely heavily on assumptions, and growth in customers is the primary assumption driving both the City's expected costs and revenue potential. DCS analyzed two growth scenarios with related CIP lists for the Water System, including supply, treatment, and distribution, and the Wastewater System, including treatment and collection. The first growth scenario is defined as an Aggressive Growth Projection, which is based on data collected around October 2020 by the City from Developers who have or anticipate having active developments within the City's water and/or wastewater services areas within the foreseeable future (i.e., next 5–8 years). The second growth scenario is defined as a Historical Growth Projection, which is based on actual 2020 living unit equivalent (LUE) growth the City experienced in its water and wastewater systems. It should be noted that the Historical Growth Projection represents about two times as many LUEs in 2020 for water and wastewater when compared to the 2019 LUEs, whereas the Aggressive Growth Projection represents about five times as many LUEs when compared to 2019 LUEs.

Since the City has experienced predominantly single-family residential growth prior to FY 2020, one "connection" (i.e., one new water meter installation) had historically been assumed to be equivalent to one new LUE. Therefore, the growth in connections/LUEs was obtained by using the City's water and wastewater invoices mailed out to customers monthly to obtain LUE growth. However, the City's mix of developments began to measurably change in FY 2020 with the introduction of more commercial, apartments, hotels, and light industrial developments where the water meter size did not accurately equate to LUEs. Thus, the City changed its ordinances as part of the 2021 Water and Wastewater Impact Fee Update. This update was formally adopted by City Council on February 4, 2021 and requires that each tract of land being developed pays impact fees as calculated by a LUE equivalency table contained in the ordinance. Accordingly, it is important to distinguish for this water and wastewater rate study, any tract of land platted through the City prior to February 4, 2021 will pay old impact fees based on the water meter size table in the previous ordinance. For tracts of land platted after February 4, 2021, impact fees will be paid per the above-mentioned LUE equivalency table. Thus, growth projections discussed below which are occurring after February 4, 2021 are using the new LUE equivalency table.

Growth Scenario No. 1: Aggressive Growth Projection

This scenario includes an average growth of 1,029 LUEs per year from FY 2022 to FY 2026 in the City's Water System; and 1,829 LUEs per year for the City's Wastewater System. Table 1 shows the expected LUEs at the end of each fiscal year (i.e., September 30) for the Wastewater System and Water System. The corresponding anticipated total annual flow is also shown using 261 gallons per day (gpd) per water LUE (i.e., 3 people per LUE at 87 gpd per capita) and 169 gpd per wastewater LUE. These values are based on the City's recorded flows and LUEs for the respective systems over the last five years.

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Table 1. Aggressive Growth Projection

	Water System			Wastewater System		
Fiscal Year	Total LUEs	Total Projected LUE Growth	Total Projected Flow (MG)	Total LUEs	Total Projected LUE Growth	Total Projected Flow (MG)
FY 2022	8,639	1,466	753	13,978	2,334	790
FY 2023	10,367	1,728	905	16,441	2,463	938
FY 2024	11,761	1,394	1,054	18,431	1,990	1,076
FY 2025	12,642	881	1,162	19,841	1,410	1,180
FY 2026	13,178	536	1,230	21,060	1,219	1,261
Total FY 2022 to FY 2026 =		6,005			9,416	

Five-year CIP lists required for the Water System and Wastewater System to meet the Aggressive Growth Projection are shown in Appendices A and B, respectively. The projects in these tables would be required to serve the projected growth in this scenario.

Growth Scenario No. 2: Historical Growth Projection

This scenario uses a constant growth of 630 LUEs per year from FY 2022 to FY 2026 in the City's Water System and 830 LUEs per year from FY 2022 to FY 2026 in the City's Wastewater System. Table 2 shows the expected LUEs at the end of each fiscal year for the Wastewater System and Water System. The corresponding anticipated total annual flow is also shown using 261 gpd per water LUE (i.e., 3 people per LUE at 87 gpd per capita) and 169 gpd per wastewater LUE. These values are based on the City's recorded flows and LUEs for the respective systems over the last five years.

Table 2. Historical Growth Projection

	Water System			Wastewater System		
Fiscal Year	Total LUEs	Total Projected LUE Growth	Total Projected Flow (MG)	Total LUEs	Total Projected LUE Growth	Total Projected Flow (MG)
FY 2022	7,393	630	674	11,154	830	662
FY 2023	8,023	630	734	11,984	830	714
FY 2024	8,653	630	794	12,814	830	765
FY 2025	9,283	630	854	13,644	830	816
FY 2026	9,913	630	914	14,474	830	867
Total FY 2022 to FY 2026 =		3,150			4,150	

Five-year CIP lists required for Water System and Wastewater System to meet the Historical Growth Projection are shown in Appendices C and D, respectively. The projects in these tables would be required to serve the projected growth in this scenario.

Growth Scenario No. 3: Moderate Growth Projection

After reviewing Scenario Nos. 1 and 2 with City staff, DCS and the City identified a third scenario for moderate growth, which is 60% of the aggressive projection. Anticipated moderate LUE growth from all types of land uses including but not limited to residential, apartments, commercial, hotels, and light industrial creates a more

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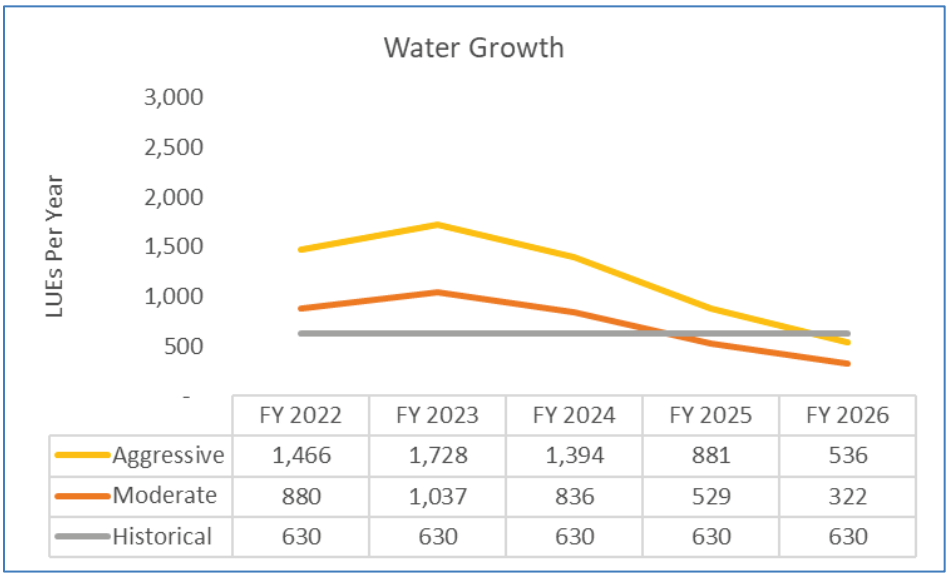
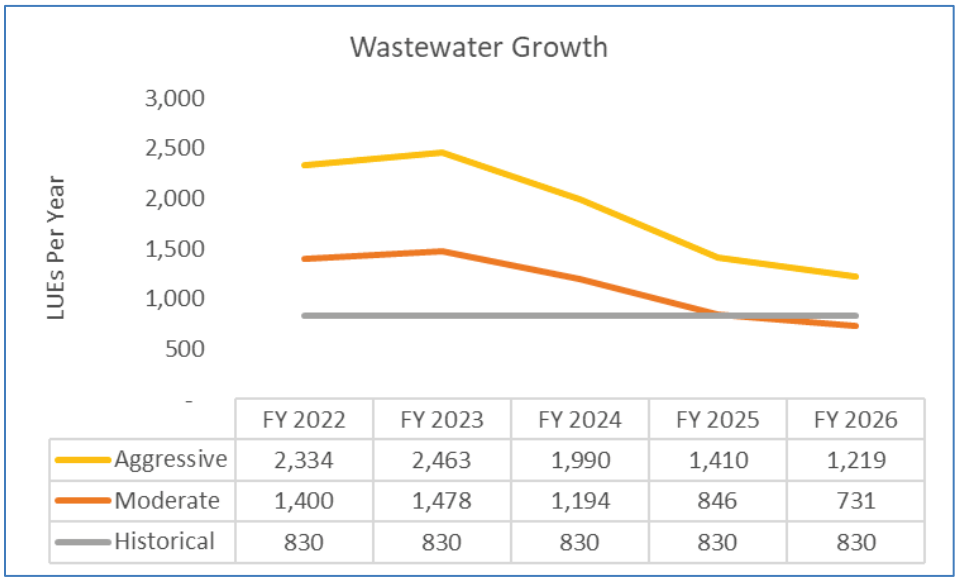
conservative growth projection. In the financial model, the customer connection growth was assumed to be only for residential customer class, which better guards against future rate increases by producing adequate revenues more tolerant to fluctuations in growth. Actual growth, including the loss or addition of larger commercial users, should be compared to these moderate assumptions as variations will alter utility performance. Based on discussions with City staff, the moderate scenario is being proposed and is shown in the attached schedules. Figures 1 and 2 show the estimated growth for each scenario for water and wastewater. Five-year CIP lists required for Water System and Wastewater System to meet the Moderate Growth Projection are shown in Appendices E and F, respectively.



	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Aggressive	1,466	1,728	1,394	881	536
Moderate	880	1,037	836	529	322
Historical	630	630	630	630	630

Figure 1 – Water Growth Scenarios



	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Aggressive	2,334	2,463	1,990	1,410	1,219
Moderate	1,400	1,478	1,194	846	731
Historical	830	830	830	830	830

Figure 2 – Wastewater Growth Scenarios

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The second most important assumption is the capital improvement projects (CIP) assumptions. DCS provided a capital improvement projects list that corresponds to the historical, moderate, and aggressive growth assumptions. Additional required collection system projects were included in the aggressive scenario, while the moderate scenario allows the City to defer treatment plant capacity expansion projects consistent with lower revenues from moderate growth projections. In Tables 3 ,4, and 5 below, the historical, moderate, and aggressive total capital amounts are shown for both water and wastewater. Pages 13 to 15 list the projects detail and timing, which is generally sorted by timing with water first, followed by wastewater (Pages 13–15).

Table 3. Historical Growth Scenario Capital Improvement Projects

$ in Millions	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Water	$ 17.11	$ 1.03	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Wastewater	3.86	1.81	1.38	1.42	1.47	0.00
Total	$ 20.98	$ 2.84	$ 1.38	$ 1.42	$ 1.47	$ 0.00

Table 4. Moderate Growth Scenario Capital Improvement Projects

$ in Millions	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Water	$ 17.11	$ 0.04	$ 18.91	$ 0.89	$ 6.47	$ 0.00
Wastewater	3.94	1.81	8.95	9.22	1.47	4.75
Total	$ 21.05	$ 1.85	$ 27.86	$ 10.12	$ 7.94	$ 4.75

Table 5. Aggressive Growth Scenario Capital Improvement Projects

$ in Millions	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Water	$ 17.11	$ 1.03	$ 19.97	$ 0.89	$ 8.01	$ 0.00
Wastewater	18.96	17.38	8.95	9.22	3.47	4.75
Total	$ 36.08	$ 18.41	$ 28.92	$ 10.12	$ 11.48	$ 4.75

To help fund the capital improvement projects that are related specifically to growth, the City can use their impact fee fund and revenue. DCS provided the number of platted LUEs that have been submitted prior to February 4, 2021, which means that they would use the old impact fee, while any LUEs platted after February will have the new impact fee applied.

Impact Fee Analysis for Vacant Platted Tracts of Land

The City formally updated its water and wastewater impact fees at the February 4, 2021, Council meeting with an effective date of the same day. Impact fees for water and wastewater service from the City are assigned to tracts of land at the time the plat is recorded at the county. Therefore, tracts of land platted within the City's water and wastewater service areas would be required to pay the new impact fees after February 4, 2021. However, tracts of land that had been platted within the City's water and wastewater service areas but had not yet had a residential house, business, etc. constructed on the property would be required to pay the old impact fees that

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were in place prior to February 4, 2021, since fees are collected when the permit is issued to start construction of the physical building on the tract of land.

To accurately calculate updates to the water and wastewater rates in this study, the revenue generated from both old and new impact fees needs to be applied to the correct, respective, quantity of projected LUE growth over the next five years. From this the anticipated income from old impact fees from vacant platted tracts of land prior to February 4, 2021, and new platted tracts of land after February 4, 2021, can be calculated as projected income to the City. DCS performed an analysis to quantify the number of vacant platted tracts of land which existed in the City's water and wastewater service areas prior to February 4, 2021.

The first step of the analysis was to determine how many tracts of land within the City's service areas were platted but vacant. This was determined by obtaining geographical information system (GIS) data and billing addresses for water and wastewater customers from the City. The billing addresses were sorted by each tract of land's recorded date of platting and then assessed for which properties had active service connections, indicating that it had been built, and which tracts of land had no recorded service connection, indicating that the property had been platted but not built. The results of this analysis are shown on the map in Appendices G and H. Appendix G shows the Water Service Area's vacant platted tracts of land as of May 7, 2021. Appendix H shows the Wastewater Service Area's vacant platted tracts of land as of May 7, 2021.

These figures show the geographic location of these platted tracts of land for water and wastewater along with developments identified by Developers to City Staff, which are anticipated to be constructed within the next 5–8 years. As can be seen, the development is happening primarily in areas adjacent to existing developments. Based on this GIS analysis, 546 vacant platted tracts of land were identified within the City's water service area and 1,532 vacant platted tracts of land were identified within the City's wastewater service area. It was further determined that all of these tracts of land had been platted prior to February 4, 2021, via the review of the plat recordation dates and plat recordation activity as shown Figure 3.

Table 6 lists the names of the developments, date the plats were recorded, and number of tracts of land for the developments platted in the six months prior to the completion of the Impact Fee Update. Figure 3 shows platting activity for the two years prior to February 2021 in order to evaluate if a surge in platting activity had occurred which could be correlated with the City's Impact Fee update. It was found that almost 50% of all developments in the last two years were platted shortly after the approval and public announcement that the impact fee update was starting.

The next step in the process was to calculate the water and wastewater impact fees anticipated from the above number of vacant platted tracts of land. As mentioned previously, the water meter size for vacant platted tracts of land platted prior to February 4, 2021 determines the quantity of LUEs assigned to the tract. Thus, the 546 vacant platted tracts of land equate to the 561 LUEs for the water service area, and the 1,532 vacant platted tracts of land equate to 1,547 LUEs for the wastewater service area. These 561 LUEs platted prior to February 4, 2021, within the City's water service area, mean they will be paying the old impact fee rates of $3,625 per LUE, which results in $2,033,625 of income to the City. These 1,547 LUEs platted prior to February 4, 2021, within the City's wastewater service area, mean they will be paying the old impact fee rates of $2,128 per LUE, which results in $3,292,016 of income to the City. This yields a total revenue from vacant platted LUEs of $5,325,641. Therefore, these revenues and associated LUEs shall be subtracted from the projected LUE growth totals for water and

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wastewater shown in Tables 1 and 2. The remaining projected LUE growth from Tables 1 and 2 shall use the new water impact fees at $8,832 per LUE and new wastewater impact fees at $2,788 per LUE.

Table 6. Date Plat for Development Recorded

Development Name	Date Recorded	Tracts of Land
Brooklands	9/11/2020	150
Emory Crossing	10/23/2020	127
Durango Farms	10/26/2020	141
Cross Creek	10/28/2020	27
Cottonwood Creek	10/28/2020	129
Mustang Creek	10/30/2020	66
Mustang Creek	11/4/2020	93
Total Tracts of Land =		733

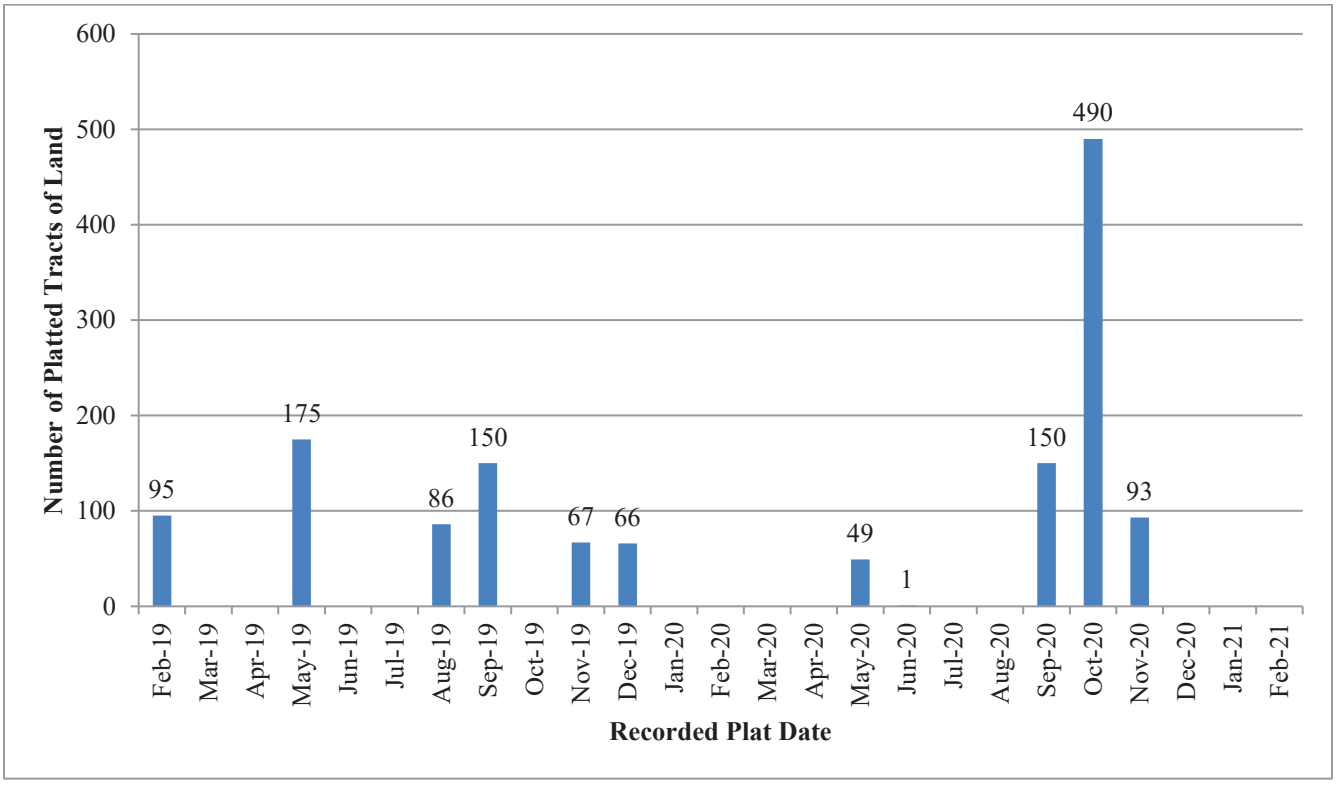

Figure 3. Platted Tracts of Land Timeline

The impact fee fund balance and revenues were applied toward eligible existing debt payments, cash funded projects, and projected debt funded projects. For the eligible projected debt funded projects, any available impact fee funds were used to reduce the principal amount. Any remaining principal was issued in debt, which then had

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its payments funded through available impact fees. The City may allow developers to construct impact fee eligible projects per agreement and has prior agreements in place that may need funding for reimbursement. For all years of the forecast, both water and wastewater impact fee fund balances were not allowed to drop below $1 million in case of potential developer reimbursements based on discussions with City Staff (Page 17).

The last assumption that was made was regarding the water supply contracts the City has with Taylor and Manville. DCS has presented to the City about reducing their take amount from each of the providers down to the minimum take amount per each contract, and DCS is helping the City implement this change to reduce expenses. Table 7 below shows the assumptions that are used for the wholesale costs in FY 2022 as compared to the budgeted amounts (Page 18).

Table 7. Source Water Supply Adjustments Compared to Budget

	Taylor	Manville
FY 2022 Budgeted Amount	$ 500,000	$ 400,000
Minimum Take Amount By Contract	175,000	200,000
Volumetric Rate	$ 4.20	$ 3.50
Estimated Cost	$ 268,275	$ 255,500
No. of Months for Before Implementation	3	3
Estimated Expense for Implementation	$ 37,500	$ 37,500
Total Cost	$ 363,706	$ 329,125
Variance to Budget	*($ 136,294)*	*($ 70,875)*

The City's primary objective for the development of its water and wastewater rates was for revenue sufficiency, based on projected expenses and rate relief to residents. The second objective was to make sure the City achieved its target financial metrics. These metrics include maintaining a Fund Balance Reserve of at least 20% of Annual Expenditures and having a Debt Service Coverage Ratio of at least 1.00.

Based on the current performance, the City is surpassing its Fund Balance Reserve and Debt Service Coverage targets discussed above and has room for a rate decrease. (Pages 20–22) Per discussions with DCS and City staff, it was decided that the rate changes would be implemented on the water rates and the wastewater rates would be left at the current rates. Upon review of the water rate design, NewGen recommends the City continue using an inclining block rate structure in order to encourage conservation and for its perceived fairness in the City to lower volume users. Inclining block rate structures are a best practice, which charge more per unit as volumes increase. The City's current rate structure has rate differentials between the inclining volumetric blocks that are all less than 10%. As illustrated in a comparison of other communities' rate design (Pages 32–33), Hutto's existing unit lowest volumetric rate is high, and the rate structure is relatively flat compared to most others.

NewGen proposes that the new inclining block differential be raised to a consistent 25% between each block. With steeper inclining blocks, the City is able to decrease the starting volumetric rate. To maintain revenue stability, it is recommended that the decrease only be applied to the volumetric rates and the fixed minimum charge remain at its current rate. The current rate design achieves approximately 40% of its rate revenue from fixed charges.

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Given that all utility operations are fixed cost intensive, NewGen routinely recommends minimum charges recover 30% to 50% when feasible. While the Study results allow for a decrease to the average ratepayer, the forecast was monitored to avoid any expected increases to rates in the near term. As such, the proposed rates (Pages 23–26) based on the Study's assumptions are expected to be sufficient through FY 2027.

The resulting bills for an average Residential customer with 6,000 gallons of water and 5,000 gallons of wastewater usage can be seen in Table 8 below. The average wastewater volumes are lower than water, since the City uses winter averaging, where the water volumes for December, January, and February are averaged for the assumed wastewater volumes. **The proposed rate change produces a decrease to the average bill of $13.85.** The amounts shown do not reflect a full customer utility bill, as most would also include other services such as solid waste services, which are beyond the scope of this Study.

Table 8. Five-Year Water/Wastewater Bill
Residential Average – 6,000 Gallons Water and 5,000 Gallons Wastewater

	Current	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Water	$ 73.08	$ 59.23	$ 59.23	$ 59.23	$ 59.23	$ 59.23	$ 59.23
Wastewater	56.96	56.96	56.96	56.96	56.96	56.96	56.96
Total	**$ 130.04**	**$ 116.19**	**$ 116.19**	**$ 116.19**	**$ 116.19**	**$ 116.19**	**$ 116.19**

Using the proposed rates, the water and wastewater utilities (on a combined basis) are projected to fully recover costs and meet or exceed both the Fund Balance Reserve Target of 20% and Debt Service Coverage Target of 1.00 (Pages 27–29).

As with any forecast, assumptions must be made and the City should be aware that the actual rates required may be different from the proposed rates outlined in this report due to changes such as system growth, inflation, etc. In addition, it should be noted that this analysis is based on data provided by the City including, but not limited to, water and wastewater connection growth. While this data has been reviewed and tested for accuracy to the extent possible, if the data relied on by the Project Team to produce this analysis is inaccurate and not reflective of the actual operation and/or financial condition of the City's water and wastewater system, then the results of this analysis may merit revision.

NewGen again thanks you for the opportunity to assist the City. If you or your staff should have any questions regarding this report and/or require additional information, please contact Matthew Garrett at (972) 675-7699 or via email at mgarrett@newgenstrategies.net.

Very truly yours,

NewGen Strategies and Solutions, LLC

DocuSigned by:
Matthew B. Garrett
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Matthew B. Garrett
Managing Director

City of Hutto, Texas
Water and Wastewater Rate Study
Assumptions

Test Year	2022	
Unrestricted Net Position	$ 6,431,851	Unrestricted Net Position from FY 2020 Audit, p. 41
Policies		
Fund Balance Reserve	20%	of Net Budgeted Operating Expeditures (Per page 14 of "FISCAL AND BUDGETARY POLICY_Council 05.07.20 redlined_Council 6.4 MS.doc")
Reserve Overage	22.5%	
Debt Service Coverage	1.00	Per page 14 of "FISCAL AND BUDGETARY POLICY_Council 05.07.20 redlined_Council 6.4 MS.doc"
DSC Overage	1.025	
Debt Assumptions		
Starting Interest Rate	1.94%	S&P Municipal Bond Index as of 5/17/21
Increase Per Year	0.50%	
Maximum Rate	5.00%	
Term	20	
First Payment in Year of Issue	No	

Allocation Factors	**Water**	**Wastewater**
Water	100%	0%
Wastewater	0%	100%
50/50	50%	50%
Customer Count	43%	57%
Expenses	51%	49%
Workpaper		

Inflation Factors	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Municipal Cost Index		2.59%	2.59%	2.59%	2.59%	2.59%
Construction Cost Index		3.10%	3.10%	3.10%	3.10%	3.10%
Salaries		5.00%	5.00%	5.00%	5.00%	5.00%
Benefits		5.00%	5.00%	5.00%	5.00%	5.00%
Chemicals		0.84%	0.84%	0.84%	0.84%	0.84%
Electricity		0.76%	0.17%	0.82%	1.99%	2.42%
Natural Gas		4.30%	2.59%	2.59%	2.89%	3.80%
Fuel		3.07%	3.98%	1.95%	3.85%	3.27%
Chemicals+Growth		12.73%	10.93%	7.39%	4.66%	3.73%
Electricity+Growth		12.65%	10.26%	7.37%	5.81%	5.31%
Natural Gas+Growth		16.19%	12.68%	9.14%	6.71%	6.70%
Fuel+Growth		14.97%	14.07%	8.50%	7.68%	6.17%
Water Growth		11.89%	10.09%	6.56%	3.82%	2.89%
Wastewater Growth		18.35%	14.23%	9.46%	6.74%	5.89%
Water Purchases		14.48%	12.68%	9.14%	6.41%	5.48%
Wastewater Purchases		20.94%	16.82%	12.05%	9.33%	8.48%
None		0.00%	0.00%	0.00%	0.00%	0.00%
One Time		-100.00%	0.00%	0.00%	0.00%	0.00%
Schedule						

Municipal Cost Index - 20 year average MCI as of 5/2021
Construction Cost Index from ENR - 20 year average CCI as of 5/2021
Chemicals - Producer Price Index, Water Treating Compounds 20 year average as of 5/2021
Electricity - EIA outlook as of 5/2021
Natural Gas - EIA outlook as of 5/2021, if negative, used Municipal Cost Index
Fuel - EIA outlook as of 5/2021
Salaries & Benefits - Pending Staff Feedback
Water & Wastewater Purchases - Municipal Cost Index Plus Moderate Growth

	FY 2022	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Months on Old Rate	3	0	0	0	0	0
Months on New Rate	9	12	12	12	12	12

City of Hutto, Texas
Water and Wastewater Rate Study
Assumptions

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Aggressive Growth						
Water	1,466	1,728	1,394	881	536	536
Wastewater	2,334	2,463	1,990	1,410	1,219	1,219
Historical Growth						
Water	630	630	630	630	630	630
Wastewater	830	830	830	830	830	830
Moderate Growth						
Water	880	1,037	836	529	322	322
Wastewater	1,400	1,478	1,194	846	731	731
Platts Prior to Feb. 2021						
Water	561	-	-	-	-	-
Wastewater	1,400	147	-	-	-	-
Growth Scenario	Moderate		Per DCS			

Note: Growth assumed for Residential only

City of Hutto, Texas
Water and Wastewater Rate Study
Water and Wastewater Billing Determinants

Water

	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Multi-Family Inside	Fire Hydrant - Construction	Irrigation Inside	Total
Counts (as of 4/2021)	5,870	7	217	2	2	12	112	6,110
Average Usage Per Connection	5,716	6,107	20,011	4,973	375,173	54,394	38,645	

Wastewater

	Residential Inside	Residential (No Avg.) Inside	Commercial Inside	Commercial Outside	Multi-Family Inside	Lakeside Flat	Park @ Brushy Creek Flat	Riverwalk Flat	Total
Counts (as of 4/2021)	5,236	649	203	-	1	539	436	1,061	8,125
Average Usage Per Connection	4,777	5,554	22,488	-	750,345	N/A	N/A	N/A	

City of Hutto, Texas
Water and Wastewater Rate Study
Capital Improvement Plan

Construction Cost Index	3.10%
Inflate Costs?	Yes

Project Name	Funding Method	Impact Fee Eligible	Growth Scenario	Moderate?	CIP Amount	Water	Wastewater
Frame Switch 890 PP 5.7 MGD Pump Station	Projected Debt	Yes	Historical	Yes	$ 4,290,000	100%	0%
Frame Switch 801 PP 6.48 MGD Pump Station	Projected Debt	Yes	Historical	Yes	2,960,000	100%	0%
Frame Switch 801 Pressure Plane Tank Modifications	Projected Debt	No	Historical	Yes	520,000	100%	0%
890' Pressure Plane Expansion	Projected Debt	Yes	Historical	Yes	250,000	100%	0%
24" Waterline – US 79	Projected Debt	Yes	Historical	Yes	3,085,280	100%	0%
Heart of Texas 16" Parallel Pipeline	Projected Debt	Yes	Historical	Yes	2,658,000	100%	0%
2022 Water Master Plan Update	Cash	No	Historical	Yes	150,000	100%	0%
Avery Lake Waterline	Projected Debt	Yes	Historical	No	960,000	100%	0%
Trinity Aquifer ASR Well	Projected Debt	No	Historical	Yes	3,200,000	100%	0%
2023 Water Impact Fee Update	Cash	Yes	Historical	Yes	39,670	100%	0%
Shiloh Pumping Station Upgrade to 5.70 MGD	Projected Debt	Yes	Aggressive	Yes	4,900,000	100%	0%
Heart of Texas In-Line 5.7 MGD Pumping Station	Projected Debt	Yes	Aggressive	Yes	5,250,000	100%	0%
12" Waterline - FM 1660/Mager Ln	Projected Debt	Yes	Aggressive	No	728,000	100%	0%
12" Waterline - Alliance Blvd (CR 108)	Projected Debt	Yes	Aggressive	No	265,000	100%	0%
Well Capacity Increase to 5.7 MGD	Projected Debt	Yes	Aggressive	Yes	3,688,000	100%	0%
Well Collection Capacity Increase to 5.7 MGD	Projected Debt	Yes	Aggressive	Yes	3,955,000	100%	0%
16" Waterline - CR 132	Projected Debt	Yes	Aggressive	Yes	449,000	100%	0%
12" Waterline - CR 199	Projected Debt	Yes	Aggressive	Yes	366,000	100%	0%
16" Waterline - Limmer Loop	Projected Debt	Yes	Aggressive	No	404,000	100%	0%
Jonah Water Service Transfer Tier II South	Projected Debt	Yes	Aggressive	No	953,000	100%	0%
12" Waterline	Projected Debt	Yes	Aggressive	Yes	606,000	100%	0%
36" Waterline - US 79	Projected Debt	Yes	Aggressive	Yes	4,623,000	100%	0%
Frameswitch 890' PP Pump Upgrades	Projected Debt	Yes	Aggressive	Yes	500,000	100%	0%
Glenwood Lift Station Decommission, Interceptor, and 2 - WWTP Lift Stations	Projected Debt	Yes	Historical	Yes	6,483,824	0%	100%
Glenwood Lift Station Decommission, Interceptor, and 2 - WWTP Lift Stations	Existing Debt	Yes	Historical	Yes	2,161,275	0%	100%
2022 Wastewater Master Plan Update	Cash	No	Historical	Yes	155,000	0%	100%
The Landing Pipe Bursting	Projected Debt	Yes	Historical	Yes	250,372	0%	100%
Phosphorus Chemical Dosing	Projected Debt	Yes	Historical	Yes	420,000	0%	100%
South WWTP from 2.0 to 4.0 MGD Capacity	Projected Debt	Yes	Aggressive	No	30,199,320	0%	100%
South WWTP from 2.0 to 2.30 MGD Capacity	Projected Debt	Yes	Aggressive	Yes	75,000	0%	100%
2023 Wastewater Impact Fee Update	Cash	Yes	Historical	Yes	39,670	0%	100%
Cottonwood Creek Parallel Interceptor	Projected Debt	Yes	Aggressive	Yes	4,079,222	0%	100%
Brushy Creek Interceptor & LS	Projected Debt	Yes	Aggressive	Yes	14,238,000	0%	100%
Avery Lake Interceptor Phase I	Projected Debt	Yes	Aggressive	No	1,778,149	0%	100%
Total					**$ 104,679,782**		

City of H
Water and Wast
Capital Impr

Construction Cost Index	3.10%
Inflate Costs?	Yes

		Base Cost					
Project Name	**Funding Method**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Frame Switch 890 PP 5.7 MGD Pump Station	Projected Debt	$ 4,290,000					
Frame Switch 801 PP 6.48 MGD Pump Station	Projected Debt	2,960,000					
Frame Switch 801 Pressure Plane Tank Modifications	Projected Debt	520,000					
890' Pressure Plane Expansion	Projected Debt	250,000					
24" Waterline – US 79	Projected Debt	3,085,280					
Heart of Texas 16" Parallel Pipeline	Projected Debt	2,658,000					
2022 Water Master Plan Update	Cash	150,000					
Avery Lake Waterline	Projected Debt		960,000				
Trinity Aquifer ASR Well	Projected Debt	3,200,000					
2023 Water Impact Fee Update	Cash		39,670				
Shiloh Pumping Station Upgrade to 5.70 MGD	Projected Debt			4,900,000			
Heart of Texas In-Line 5.7 MGD Pumping Station	Projected Debt			5,250,000			
12" Waterline - FM 1660/Mager Ln	Projected Debt			728,000			
12" Waterline - Alliance Blvd (CR 108)	Projected Debt			265,000			
Well Capacity Increase to 5.7 MGD	Projected Debt			3,688,000			
Well Collection Capacity Increase to 5.7 MGD	Projected Debt			3,955,000			
16" Waterline - CR 132	Projected Debt				449,000		
12" Waterline - CR 199	Projected Debt				366,000		
16" Waterline - Limmer Loop	Projected Debt					404,000	
Jonah Water Service Transfer Tier II South	Projected Debt					953,000	
12" Waterline	Projected Debt					606,000	
36" Waterline - US 79	Projected Debt					4,623,000	
Frameswitch 890' PP Pump Upgrades	Projected Debt					500,000	
Glenwood Lift Station Decommission, Interceptor, and 2 - WWTP Lift Stations	Projected Debt	1,296,765	1,296,765	1,296,765	1,296,765	1,296,765	
Glenwood Lift Station Decommission, Interceptor, and 2 - WWTP Lift Stations	Existing Debt	2,161,275					
2022 Wastewater Master Plan Update	Cash	155,000					
The Landing Pipe Bursting	Projected Debt	250,372					
Phosphorus Chemical Dosing	Projected Debt		420,000				
South WWTP from 2.0 to 4.0 MGD Capacity	Projected Debt	15,099,660	15,099,660				
South WWTP from 2.0 to 2.30 MGD Capacity	Projected Debt	75,000					
2023 Wastewater Impact Fee Update	Cash		39,670				
Cottonwood Creek Parallel Interceptor	Projected Debt						4,079,222
Brushy Creek Interceptor & LS	Projected Debt			7,119,000	7,119,000		
Avery Lake Interceptor Phase I	Projected Debt					1,778,149	
Total		**$ 36,151,352**	**$ 17,855,765**	**$ 27,201,765**	**$ 9,230,765**	**$ 10,160,914**	**$ 4,079,222**

City of Hutto, Texas
Water and Wastewater Rate Study
CIP Summary

Water	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Existing Debt	$ -	$ -	$ -	$ -	$ -	$ -
Projected Debt	16,963,280	-	18,914,858	893,282	6,474,208	-
Cash	150,000	40,901	-	-	-	-
Grants	-	-	-	-	-	-
Already In Budget	-	-	-	-	-	-
Total	**$ 17,113,280**	**$ 40,901**	**$ 18,914,858**	**$ 893,282**	**$ 6,474,208**	**$ -**

Wastewater	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Existing Debt	$ 2,161,275	$ -	$ -	$ -	$ -	$ -
Projected Debt	1,622,137	1,770,059	8,946,383	9,224,110	1,465,443	4,752,937
Cash	155,000	40,901	-	-	-	-
Grants	-	-	-	-	-	-
Already In Budget	-	-	-	-	-	-
Total	**$ 3,938,412**	**$ 1,810,961**	**$ 8,946,383**	**$ 9,224,110**	**$ 1,465,443**	**$ 4,752,937**

Impact Fee Offsets						
Cash	$ -	$ 81,803	$ -	$ -	$ -	$ -
Projected Debt	4,327,815	1,770,059	18,427,601	2,501,930	5,485,687	1,289,143
Total	**$ 4,327,815**	**$ 1,851,862**	**$ 18,427,601**	**$ 2,501,930**	**$ 5,485,687**	**$ 1,289,143**

CIP Funding Summary	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Existing Debt	$ 2,161,275	$ -	$ -	$ -	$ -	$ -
Projected Debt	14,257,602	-	9,433,640	7,615,462	2,453,964	3,463,794
Cash	305,000	-	-	-	-	-
Grants	-	-	-	-	-	-
Already In Budget	-	-	-	-	-	-
Total	**$ 16,723,877**	**$ -**	**$ 9,433,640**	**$ 7,615,462**	**$ 2,453,964**	**$ 3,463,794**

City of Hutto, Texas
Water and Wastewater Rate Study
Debt

	Annual Payments							
Series Name	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**Water**	**Wastewater**
Series 2011A	$ -	$ -	$ -	$ -	$ -	$ -	0%	100%
Series 2011B	-	-	-	-	-	-	100%	0%
Series 2012	87,515	-	-	-	-	-	50%	50%
Series 2013 CO	181,220	180,531	182,413	181,485	180,478	182,042	24%	76%
Series 2013 GO	182,453	182,347	183,433	184,361	182,479	339,518	50%	50%
Series 2014	1,147,789	1,144,877	1,145,535	1,145,123	1,143,529	1,145,820	0%	100%
Series 2015	617,609	620,512	618,512	626,768	625,392	627,628	20%	80%
Series 2017 LTN	477,515	478,859	477,730	-	-	-	50%	50%
Series 2017 CO	3,067,550	3,667,550	3,824,050	4,301,725	4,303,475	4,306,975	95%	5%
Series 2018	661,256	663,456	665,356	661,956	668,406	658,406	50%	50%
Series 2019	377,800	377,800	377,800	377,800	377,800	377,800	50%	50%
Series 2020A	616,815	407,615	416,015	411,715	412,265	412,515	50%	50%
Series 2020B	292,152	337,653	337,153	336,553	335,853	270,053	50%	50%
Total	**$ 7,709,674**	**$ 8,061,199**	**$ 8,227,997**	**$ 8,227,485**	**$ 8,229,677**	**$ 8,320,757**		

Existing Debt Summary	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Water	4,443,033	4,892,316	5,046,641	5,261,504	5,264,867	5,309,775
Wastewater	3,266,641	3,168,883	3,181,356	2,965,981	2,964,810	3,010,982
Not Paid Through Utilities	-	-	-	-	-	-
Total	**$ 7,709,674**	**$ 8,061,199**	**$ 8,227,997**	**$ 8,227,485**	**$ 8,229,677**	**$ 8,320,757**

Projected Debt Summary	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Water	-	842,676	842,676	1,145,219	1,145,219	1,311,851
Wastewater	-	23,813	23,813	351,553	884,239	897,137
Total	**$ -**	**$ 866,488**	**$ 866,488**	**$ 1,496,773**	**$ 2,029,458**	**$ 2,208,987**

Combined Debt Summary	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Water	4,443,033	5,734,992	5,889,316	6,406,723	6,410,086	6,621,625
Wastewater	3,266,641	3,192,695	3,205,168	3,317,535	3,849,049	3,908,118
Total	**$ 7,709,674**	**$ 8,927,687**	**$ 9,094,485**	**$ 9,724,258**	**$10,259,135**	**$10,529,744**

City of Hutto, Texas
Water and Wastewater Rate Study
Workpaper - Impact Fees

Water	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Beginning Fund Balance	$ -	$ 1,000,000	$ 8,749,519	$ 1,000,000	$ 3,106,172	$ 1,000,000
Minimum Reserve	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Revenue						
Growth in Prior Platts	561	-	-	-	-	-
Old Impact Fee	$ 3,625	$ 3,625	$ 3,625	$ 3,625	$ 3,625	$ 3,625
Growth in New Platts	319	1,037	836	529	322	322
New Impact Fee	$ 8,832	$ 8,832	$ 8,832	$ 8,832	$ 8,832	$ 8,832
Total Revenue	$ 4,847,500	$ 9,157,018	$ 7,387,085	$ 4,668,595	$ 2,840,371	$ 2,840,371
Existing Debt	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000
Impact Fee Projects						
Cash	$ -	$ 40,901	$ -	$ -	$ -	$ -
Projected Debt	13,243,280	-	18,914,858	893,282	6,474,208	-
Projected Debt Payments	-	616,597	616,597	919,141	919,141	1,085,772
Total Impact Fee Projects	$ 13,243,280	$ 657,499	$ 19,531,456	$ 1,812,423	$ 7,393,349	$ 1,085,772
Impact Fee Funded Projects						
Cash	$ -	$ 40,901	$ -	$ -	$ -	$ -
Projected Debt	3,097,500	-	14,386,604	893,282	4,196,544	-
Projected Debt Payments	-	616,597	-	919,141	-	1,085,772
Total Impact Fee Funded Projects	$ 3,097,500	$ 657,499	$ 14,386,604	$ 1,812,423	$ 4,196,544	$ 1,085,772
Ending Fund Balance	$ 1,000,000	$ 8,749,519	$ 1,000,000	$ 3,106,172	$ 1,000,000	$ 2,004,599

Wastewater	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**
Beginning Fund Balance	$ -	$ 1,000,000	$ 2,462,126	$ 1,000,000	$ 1,000,000	$ 1,000,000
Minimum Reserve	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Revenue						
Growth in Prior Platts	1,400	147	-	-	-	-
Old Impact Fee	$ 2,128	$ 2,128	$ 2,128	$ 2,128	$ 2,128	$ 2,128
Growth in New Platts	0	1,331	1,194	846	731	731
New Impact Fee	$ 2,788	$ 2,788	$ 2,788	$ 2,788	$ 2,788	$ 2,788
Total Revenue	$ 2,980,315	$ 4,023,086	$ 3,328,872	$ 2,358,648	$ 2,039,143	$ 2,039,143
Existing Debt	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000
Impact Fee Projects						
Cash	$ -	$ 40,901	$ -	$ -	$ -	$ -
Projected Debt	1,622,137	1,770,059	8,946,383	9,224,110	1,465,443	4,752,937
Projected Debt Payments	-	23,813	23,813	351,553	884,239	897,137
Total Impact Fee Projects	$ 1,622,137	$ 1,810,961	$ 8,946,383	$ 9,224,110	$ 1,465,443	$ 4,752,937
Impact Fee Funded Projects						
Cash	$ -	$ 40,901	$ -	$ -	$ -	$ -
Projected Debt	1,230,315	1,770,059	4,040,998	1,608,648	1,289,143	1,289,143
Projected Debt Payments	-	23,813	-	-	-	-
Total Impact Fee Funded Projects	$ 1,230,315	$ 1,810,961	$ 4,040,998	$ 1,608,648	$ 1,289,143	$ 1,289,143
Ending Fund Balance	$ 1,000,000	$ 2,462,126	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000

City of Hutto, Texas
Water and Wastewater Rate Study
Workpaper - Wholesale

		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Taylor							
FY 2022 Budget		$ 500,000					
Per DCS							
GPD	0.00%	175,000	175,000	175,000	175,000	175,000	175,000
Rate (per 1,000 gal)	5.00%	$ 4.20	$ 4.41	$ 4.63	$ 0.96	$ 1.01	$ 1.06
Annual Cost		$ 268,275	$ 281,689	$ 295,773	$ 61,320	$ 64,386	$ 67,605
Variance from Budget		$ (231,725)					
# of Months Before Lower Volumes		3					
Expense for Conversion Work		$ 37,500					
Updated Budget Amount		$ 363,706					
Manville							
FY 2022 Budget		$ 400,000					
Per DCS							
GPD	0.00%	200,000	200,000	200,000	200,000	200,000	200,000
Rate (per 1,000 gal)	5.00%	$ 3.50	$ 3.68	$ 3.86	$ 4.05	$ 4.25	$ 4.47
Annual Cost		$ 255,500	$ 268,275	$ 281,689	$ 295,773	$ 310,562	$ 326,090
Variance from Budget		$ (144,500)					
# of Months Before Lower Volumes		3					
Expense for Conversion Work		$ 37,500					
Updated Budget Amount		$ 329,125					

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City of Hutto, Texas
Water and Wastewater Rate Study
New Program O&M

Project	One-Time?	Allocation Factor	Inflation Factor	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Additional O&M Costs	No	50/50	Municipal Cost Index		$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Total				**$ -**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**

Project	Water	Wastewater	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Additional O&M Costs	50%	50%	$ -	$ 102,589	$ 210,491	$ 323,911	$ 443,063	$ 568,168
Total			**$ -**	**$ 102,589**	**$ 210,491**	**$ 323,911**	**$ 443,063**	**$ 568,168**
Water			$ -	$ 51,295	$ 105,245	$ 161,955	$ 221,532	$ 284,084
Wastewater			-	51,295	105,245	161,955	221,532	284,084
Total			**$ -**	**$ 102,589**	**$ 210,491**	**$ 323,911**	**$ 443,063**	**$ 568,168**

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City of Hutto, Texas
Water and Wastewater Rate Study
Water Fund Summary Under Current Rates

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Revenues						
Rate Revenues Under Current Rates	$6,816,636	$7,646,008	$8,436,739	$9,003,830	$9,356,186	$9,631,575
Other Revenues	463,515	463,515	463,515	463,515	463,515	463,515
Total Revenues	**$7,280,151**	**$8,109,523**	**$8,900,253**	**$9,467,345**	**$9,819,701**	**$10,095,090**
Expenses						
Operating Expenses	$2,518,306	$2,633,644	$2,750,307	$2,863,580	$2,975,857	$3,090,584
New Program O&M	-	51,295	105,245	161,955	221,532	284,084
Water Purchases	692,831	549,964	577,462	357,093	374,948	393,695
Cash Capital	150,000	40,901	-	-	-	-
Existing Debt Service	4,443,033	4,892,316	5,046,641	5,261,504	5,264,867	5,309,775
Projected Debt Service	-	842,676	842,676	1,145,219	1,145,219	1,311,851
Impact Fee Offset	(750,000)	(1,407,499)	(750,000)	(1,669,141)	(750,000)	(1,835,772)
Total Expenses	**$7,054,171**	**$7,603,297**	**$8,572,331**	**$8,120,211**	**$9,232,423**	**$8,554,217**
Over / (Under) Recovery	$225,980	$506,226	$327,922	$1,347,134	$587,278	$1,540,873
Over / (Under) Recovery (%)	3.20%	6.66%	3.83%	16.59%	6.36%	18.01%
Debt Service Coverage						
Total Revenues	$7,280,151	$8,109,523	$8,900,253	$9,467,345	$9,819,701	$10,095,090
Impact Fee Offset	750,000	1,366,597	750,000	1,669,141	750,000	1,835,772
Total Expenses Less Debt Service & Cash Capital	3,211,138	3,234,903	3,433,015	3,382,629	3,572,337	3,768,364
Available for Debt Service Coverage	$4,819,013	$6,241,218	$6,217,239	$7,753,857	$6,997,364	$8,162,498
Debt Service	4,443,033	5,734,992	5,889,316	6,406,723	6,410,086	6,621,625
Coverage Ratio	1.08	1.09	1.06	1.21	1.09	1.23
Target Debt Service Coverage Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Over/(Short) of DSC Overage	$ 264,904	$ 362,851	$ 180,689	$ 1,186,966	$ 427,026	$ 1,375,332

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City of Hutto, Texas
Water and Wastewater Rate Study
Wastewater Fund Summary Under Current Rates

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Revenues						
Rate Revenues Under Current Rates	$6,605,075	$7,566,507	$8,449,177	$9,119,498	$9,642,077	$10,129,624
Other Revenues	695,489	695,489	695,489	695,489	695,489	695,489
Total Revenues	**$7,300,564**	**$8,261,996**	**$9,144,666**	**$9,814,987**	**$10,337,567**	**$10,825,114**
Expenses						
Operating Expenses	$1,995,686	$2,094,828	$2,194,999	$2,291,728	$2,387,287	$2,484,922
New Program O&M	-	51,295	105,245	161,955	221,532	284,084
Wastewater Purchases	1,999,454	2,418,063	2,824,847	3,165,295	3,460,561	3,753,993
Cash Capital	155,000	40,901	-	-	-	-
Existing Debt Service	3,266,641	3,168,883	3,181,356	2,965,981	2,964,810	3,010,982
Projected Debt Service	-	23,813	23,813	351,553	884,239	897,137
Impact Fee Offset	(750,000)	(814,714)	(750,000)	(750,000)	(750,000)	(750,000)
Total Expenses	**$6,666,781**	**$6,983,069**	**$7,580,260**	**$8,186,512**	**$9,168,429**	**$9,681,118**
Over / (Under) Recovery	$633,783	$1,278,927	$1,564,406	$1,628,475	$1,169,138	$1,143,996
Over / (Under) Recovery (%)	9.51%	18.31%	20.64%	19.89%	12.75%	11.82%
Debt Service Coverage						
Total Revenues	$7,300,564	$8,261,996	$9,144,666	$9,814,987	$10,337,567	$10,825,114
Impact Fee Offset	750,000	773,813	750,000	750,000	750,000	750,000
Total Expenses Less Debt Service & Cash Capital	3,995,140	4,564,186	5,125,091	5,618,978	6,069,380	6,522,999
Available for Debt Service Coverage	$4,055,424	$4,471,623	$4,769,575	$4,946,009	$5,018,187	$5,052,114
Debt Service	3,266,641	3,192,695	3,205,168	3,317,535	3,849,049	3,908,118
Coverage Ratio	1.24	1.40	1.49	1.49	1.30	1.29
Target Debt Service Coverage Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Over/(Short) of DSC Overage	$ 707,117	$ 1,199,110	$ 1,484,277	$ 1,545,536	$ 1,072,912	$ 1,046,293

City of Hutto, Texas
Water and Wastewater Rate Study
Combined Fund Summary Under Current Rates

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Revenues						
Rate Revenues Under Current Rates	$13,421,711	$15,212,515	$16,885,915	$18,123,328	$18,998,263	$19,761,200
Other Revenues	1,159,004	1,159,004	1,159,004	1,159,004	1,159,004	1,159,004
Total Revenues	**$14,580,715**	**$16,371,519**	**$18,044,919**	**$19,282,332**	**$20,157,267**	**$20,920,204**
Expenses						
Operating Expenses	$4,513,992	$4,728,472	$4,945,306	$5,155,308	$5,363,144	$5,575,507
New Program O&M	-	102,589	210,491	323,911	443,063	568,168
Water Purchases	692,831	549,964	577,462	357,093	374,948	393,695
Wastewater Purchases	1,999,454	2,418,063	2,824,847	3,165,295	3,460,561	3,753,993
Cash Capital	305,000	81,803	-	-	-	-
Existing Debt Service	7,709,674	8,061,199	8,227,997	8,227,485	8,229,677	8,320,757
Projected Debt Service	-	866,488	866,488	1,496,773	2,029,458	2,208,987
Impact Fee Offset	(1,500,000)	(2,222,213)	(1,500,000)	(2,419,141)	(1,500,000)	(2,585,772)
Total Expenses	**$13,720,952**	**$14,586,366**	**$16,152,591**	**$16,306,723**	**$18,400,851**	**$18,235,335**
Over / (Under) Recovery	$859,763	$1,785,153	$1,892,328	$2,975,608	$1,756,416	$2,684,869
Over / (Under) Recovery (%)	6.27%	12.24%	11.72%	18.25%	9.55%	14.72%
Beginning Unrestricted Net Position	$6,431,851	$7,291,614	$9,076,767	$10,969,096	$13,944,704	$15,701,120
Total Revenues	14,580,715	16,371,519	18,044,919	19,282,332	20,157,267	20,920,204
Total Expenses	13,720,952	14,586,366	16,152,591	16,306,723	18,400,851	18,235,335
Ending Unrestricted Net Position	**$7,291,614**	**$9,076,767**	**$10,969,096**	**$13,944,704**	**$15,701,120**	**$18,385,989**
Expenses Less Debt Service	7,511,278	7,799,089	8,558,106	9,001,607	9,641,716	10,291,363
Fund Balance Reserve	97.08%	116.38%	128.17%	154.91%	162.85%	178.65%
Over/(Short) of Fund Balance Reserve	$ 5,601,577	$ 7,321,973	$ 9,043,522	$ 11,919,343	$ 13,531,734	$ 16,070,432
Debt Service Coverage						
Total Revenues	$14,580,715	$16,371,519	$18,044,919	$19,282,332	$20,157,267	$20,920,204
Impact Fee Offset	1,500,000	2,140,410	1,500,000	2,419,141	1,500,000	2,585,772
Total Expenses Less Debt Service & Cash Capital	7,206,278	7,799,089	8,558,106	9,001,607	9,641,716	10,291,363
Available for Debt Service Coverage	$8,874,437	$10,712,840	$10,986,813	$12,699,866	$12,015,551	$13,214,613
Debt Service	7,709,674	8,927,687	9,094,485	9,724,258	10,259,135	10,529,744
Coverage Ratio	1.15	1.20	1.21	1.31	1.17	1.25
Target Debt Service Coverage Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Over/(Short) of DSC Overage	$ 972,021	$ 1,561,961	$ 1,664,966	$ 2,732,502	$ 1,499,938	$ 2,421,625
Water Annual Growth	*880*	*1,037*	*836*	*529*	*322*	*322*
Wastewater Annual Growth	*1,400*	*1,478*	*1,194*	*846*	*731*	*731*

City of Hutto, Texas
Water and Wastewater Rate Study
Water Rates

	Current	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Residential Inside							
Minimum Charge							
5/8" & 3/4"	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48
1"	38.24	38.24	38.24	38.24	38.24	38.24	38.24
1 1/2"	63.72	63.72	63.72	63.72	63.72	63.72	63.72
2"	127.44	127.44	127.44	127.44	127.44	127.44	127.44
3"	203.91	203.91	203.91	203.91	203.91	203.91	203.91
4"	407.80	407.80	407.80	407.80	407.80	407.80	407.80
6"	637.19	637.19	637.19	637.19	637.19	637.19	637.19
8"	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39
Volumetric Charge							
0-5,000 gallons	$ 7.82	$ 5.40	$ 5.40	$ 5.40	$ 5.40	$ 5.40	$ 5.40
5,001-12,000 gallons	8.50	6.75	6.75	6.75	6.75	6.75	6.75
12,001-25,000 gallons	8.90	8.44	8.44	8.44	8.44	8.44	8.44
25,001+ gallons	9.70	10.55	10.55	10.55	10.55	10.55	10.55
Residential Outside							
Minimum Charge							
5/8" & 3/4"	$ 29.30	$ 29.30	$ 29.30	$ 29.30	$ 29.30	$ 29.30	$ 29.30
1"	43.97	43.97	43.97	43.97	43.97	43.97	43.97
1 1/2"	73.28	73.28	73.28	73.28	73.28	73.28	73.28
2"	146.55	146.55	146.55	146.55	146.55	146.55	146.55
3"	234.50	234.50	234.50	234.50	234.50	234.50	234.50
4"	468.97	468.97	468.97	468.97	468.97	468.97	468.97
6"	732.77	732.77	732.77	732.77	732.77	732.77	732.77
8"	1,465.55	1,465.55	1,465.55	1,465.55	1,465.55	1,465.55	1,465.55
Volumetric Charge							
0-5,000 gallons	$ 9.00	$ 6.21	$ 6.21	$ 6.21	$ 6.21	$ 6.21	$ 6.21
5,001-12,000 gallons	9.78	7.76	7.76	7.76	7.76	7.76	7.76
12,001-25,000 gallons	10.24	9.70	9.70	9.70	9.70	9.70	9.70
25,001+ gallons	11.16	12.13	12.13	12.13	12.13	12.13	12.13
Commercial Inside							
Minimum Charge							
5/8" & 3/4"	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48
1"	38.24	38.24	38.24	38.24	38.24	38.24	38.24
1 1/2"	63.72	63.72	63.72	63.72	63.72	63.72	63.72
2"	127.44	127.44	127.44	127.44	127.44	127.44	127.44
3"	203.91	203.91	203.91	203.91	203.91	203.91	203.91
4"	407.80	407.80	407.80	407.80	407.80	407.80	407.80
6"	637.19	637.19	637.19	637.19	637.19	637.19	637.19
8"	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39
Volumetric Charge							
All	$ 8.57	$ 7.60	$ 7.60	$ 7.60	$ 7.60	$ 7.60	$ 7.60

City of Hutto, Texas
Water and Wastewater Rate Study
Water Rates

	Current	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Commercial Outside							
Minimum Charge							
5/8" & 3/4"	$ 29.30	$ 29.30	$ 29.30	$ 29.30	$ 29.30	$ 29.30	$ 29.30
1"	43.97	43.97	43.97	43.97	43.97	43.97	43.97
1 1/2"	73.28	73.28	73.28	73.28	73.28	73.28	73.28
2"	146.55	146.55	146.55	146.55	146.55	146.55	146.55
3"	234.50	234.50	234.50	234.50	234.50	234.50	234.50
4"	468.97	468.97	468.97	468.97	468.97	468.97	468.97
6"	732.77	732.77	732.77	732.77	732.77	732.77	732.77
8"	1,465.55	1,465.55	1,465.55	1,465.55	1,465.55	1,465.55	1,465.55
Volumetric Charge							
All	$ 9.86	$ 8.73	$ 8.73	$ 8.73	$ 8.73	$ 8.73	$ 8.73
Multi-Family Inside							
Minimum Charge							
5/8" & 3/4"	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48
1"	38.24	38.24	38.24	38.24	38.24	38.24	38.24
1 1/2"	63.72	63.72	63.72	63.72	63.72	63.72	63.72
2"	127.44	127.44	127.44	127.44	127.44	127.44	127.44
3"	203.91	203.91	203.91	203.91	203.91	203.91	203.91
4"	407.80	407.80	407.80	407.80	407.80	407.80	407.80
6"	637.19	637.19	637.19	637.19	637.19	637.19	637.19
8"	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39
Volumetric Charge							
All	$ 8.57	$ 7.60	$ 7.60	$ 7.60	$ 7.60	$ 7.60	$ 7.60
Fire Hydrant - Construction							
Minimum Charge							
5/8" & 3/4"	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48
1"	38.24	38.24	38.24	38.24	38.24	38.24	38.24
1 1/2"	63.72	63.72	63.72	63.72	63.72	63.72	63.72
2"	127.44	127.44	127.44	127.44	127.44	127.44	127.44
3"	203.91	203.91	203.91	203.91	203.91	203.91	203.91
4"	407.80	407.80	407.80	407.80	407.80	407.80	407.80
6"	637.19	637.19	637.19	637.19	637.19	637.19	637.19
8"	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39
Volumetric Charge							
All	$ 8.90	$ 8.44	$ 8.44	$ 8.44	$ 8.44	$ 8.44	$ 8.44
Irrigation Inside							
Minimum Charge							
5/8" & 3/4"	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48	$ 25.48
1"	38.24	38.24	38.24	38.24	38.24	38.24	38.24
1 1/2"	63.72	63.72	63.72	63.72	63.72	63.72	63.72
2"	127.44	127.44	127.44	127.44	127.44	127.44	127.44
3"	203.91	203.91	203.91	203.91	203.91	203.91	203.91
4"	407.80	407.80	407.80	407.80	407.80	407.80	407.80
6"	637.19	637.19	637.19	637.19	637.19	637.19	637.19
8"	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39	1,274.39
Volumetric Charge							
All	$ 8.90	$ 8.44	$ 8.44	$ 8.44	$ 8.44	$ 8.44	$ 8.44

City of Hutto, Texas
Water and Wastewater Rate Study
Wastewater Rates

	Current	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Residential Inside							
Minimum Charge							
5/8" & 3/4"	$ 25.31	$ 25.31	$ 25.31	$ 25.31	$ 25.31	$ 25.31	$ 25.31
1"	39.49	39.49	39.49	39.49	39.49	39.49	39.49
1 1/2"	63.29	63.29	63.29	63.29	63.29	63.29	63.29
2"	126.56	126.56	126.56	126.56	126.56	126.56	126.56
3"	202.50	202.50	202.50	202.50	202.50	202.50	202.50
4"	405.01	405.01	405.01	405.01	405.01	405.01	405.01
6"	632.83	632.83	632.83	632.83	632.83	632.83	632.83
8"	1,265.66	1,265.66	1,265.66	1,265.66	1,265.66	1,265.66	1,265.66
Volumetric Charge							
All	$ 6.33	$ 6.33	$ 6.33	$ 6.33	$ 6.33	$ 6.33	$ 6.33
Residential (No Avg.) Inside							
Minimum Charge							
Base	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38
Volumetric Charge							
All	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Commercial Inside							
Minimum Charge							
5/8" & 3/4"	$ 25.31	$ 25.31	$ 25.31	$ 25.31	$ 25.31	$ 25.31	$ 25.31
1"	39.49	39.49	39.49	39.49	39.49	39.49	39.49
1 1/2"	63.29	63.29	63.29	63.29	63.29	63.29	63.29
2"	126.56	126.56	126.56	126.56	126.56	126.56	126.56
3"	202.50	202.50	202.50	202.50	202.50	202.50	202.50
4"	405.01	405.01	405.01	405.01	405.01	405.01	405.01
6"	632.83	632.83	632.83	632.83	632.83	632.83	632.83
8"	1,265.66	1,265.66	1,265.66	1,265.66	1,265.66	1,265.66	1,265.66
Volumetric Charge							
All	$ 7.28	$ 7.28	$ 7.28	$ 7.28	$ 7.28	$ 7.28	$ 7.28
Commercial Outside							
Minimum Charge							
5/8" & 3/4"	$ 29.11	$ 29.11	$ 29.11	$ 29.11	$ 29.11	$ 29.11	$ 29.11
1"	43.68	43.68	43.68	43.68	43.68	43.68	43.68
1 1/2"	72.78	72.78	72.78	72.78	72.78	72.78	72.78
2"	145.56	145.56	145.56	145.56	145.56	145.56	145.56
3"	232.88	232.88	232.88	232.88	232.88	232.88	232.88
4"	465.75	465.75	465.75	465.75	465.75	465.75	465.75
6"	727.76	727.76	727.76	727.76	727.76	727.76	727.76
8"	1,455.51	1,455.51	1,455.51	1,455.51	1,455.51	1,455.51	1,455.51
Volumetric Charge							
All	$ 8.36	$ 8.36	$ 8.36	$ 8.36	$ 8.36	$ 8.36	$ 8.36

City of Hutto, Texas
Water and Wastewater Rate Study
Wastewater Rates

	Current	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Multi-Family Inside							
Minimum Charge							
5/8" & 3/4"	$ 25.31	$ 25.31	$ 25.31	$ 25.31	$ 25.31	$ 25.31	$ 25.31
1"	39.49	39.49	39.49	39.49	39.49	39.49	39.49
1 1/2"	63.29	63.29	63.29	63.29	63.29	63.29	63.29
2"	126.56	126.56	126.56	126.56	126.56	126.56	126.56
3"	202.50	202.50	202.50	202.50	202.50	202.50	202.50
4"	405.01	405.01	405.01	405.01	405.01	405.01	405.01
6"	632.83	632.83	632.83	632.83	632.83	632.83	632.83
8"	1,265.66	1,265.66	1,265.66	1,265.66	1,265.66	1,265.66	1,265.66
Volumetric Charge							
All	$ 7.28	$ 7.28	$ 7.28	$ 7.28	$ 7.28	$ 7.28	$ 7.28
Lakeside Flat							
Minimum Charge							
Base	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38
Volumetric Charge							
All	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Park @ Brushy Creek Flat							
Minimum Charge							
Base	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38
Volumetric Charge							
All	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Riverwalk Flat							
Minimum Charge							
Base	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38	$ 60.38
Volumetric Charge							
All	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of Hutto, Texas
Water and Wastewater Rate Study
Water Fund Summary Under Proposed Rates

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Revenues						
Rate Revenues Under Proposed Rates	$6,035,251	$6,497,311	$7,154,568	$7,625,946	$7,918,831	$8,147,732
Other Revenues	463,515	463,515	463,515	463,515	463,515	463,515
Total Revenues	**$6,498,766**	**$6,960,826**	**$7,618,083**	**$8,089,460**	**$8,382,346**	**$8,611,246**
Expenses						
Operating Expenses	$2,518,306	$2,633,644	$2,750,307	$2,863,580	$2,975,857	$3,090,584
New Program O&M	-	51,295	105,245	161,955	221,532	284,084
Water Purchases	692,831	549,964	577,462	357,093	374,948	393,695
Cash Capital	150,000	40,901	-	-	-	-
Existing Debt Service	4,443,033	4,892,316	5,046,641	5,261,504	5,264,867	5,309,775
Projected Debt Service	-	842,676	842,676	1,145,219	1,145,219	1,311,851
Impact Fee Offset	(750,000)	(1,407,499)	(750,000)	(1,669,141)	(750,000)	(1,835,772)
Total Expenses	**$7,054,171**	**$7,603,297**	**$8,572,331**	**$8,120,211**	**$9,232,423**	**$8,554,217**
Over / (Under) Recovery	($555,405)	($642,471)	($954,248)	($30,751)	($850,077)	$57,029
Over / (Under) Recovery (%)	-7.87%	-8.45%	-11.13%	-0.38%	-9.21%	0.67%
Debt Service Coverage						
Total Revenues	$6,498,766	$6,960,826	$7,618,083	$8,089,460	$8,382,346	$8,611,246
Impact Fee Offset	750,000	1,366,597	750,000	1,669,141	750,000	1,835,772
Total Expenses Less Debt Service & Cash Capital	3,211,138	3,234,903	3,433,015	3,382,629	3,572,337	3,768,364
Available for Debt Service Coverage	$4,037,628	$5,092,521	$4,935,068	$6,375,972	$5,560,009	$6,678,655
Debt Service	4,443,033	5,734,992	5,889,316	6,406,723	6,410,086	6,621,625
Coverage Ratio	0.91	0.89	0.84	1.00	0.87	1.01
Target Debt Service Coverage Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Over/(Short) of DSC Overage	$ (516,480)	$ (785,846)	$ (1,101,481)	$ (190,919)	$ (1,010,329)	$ (108,511)

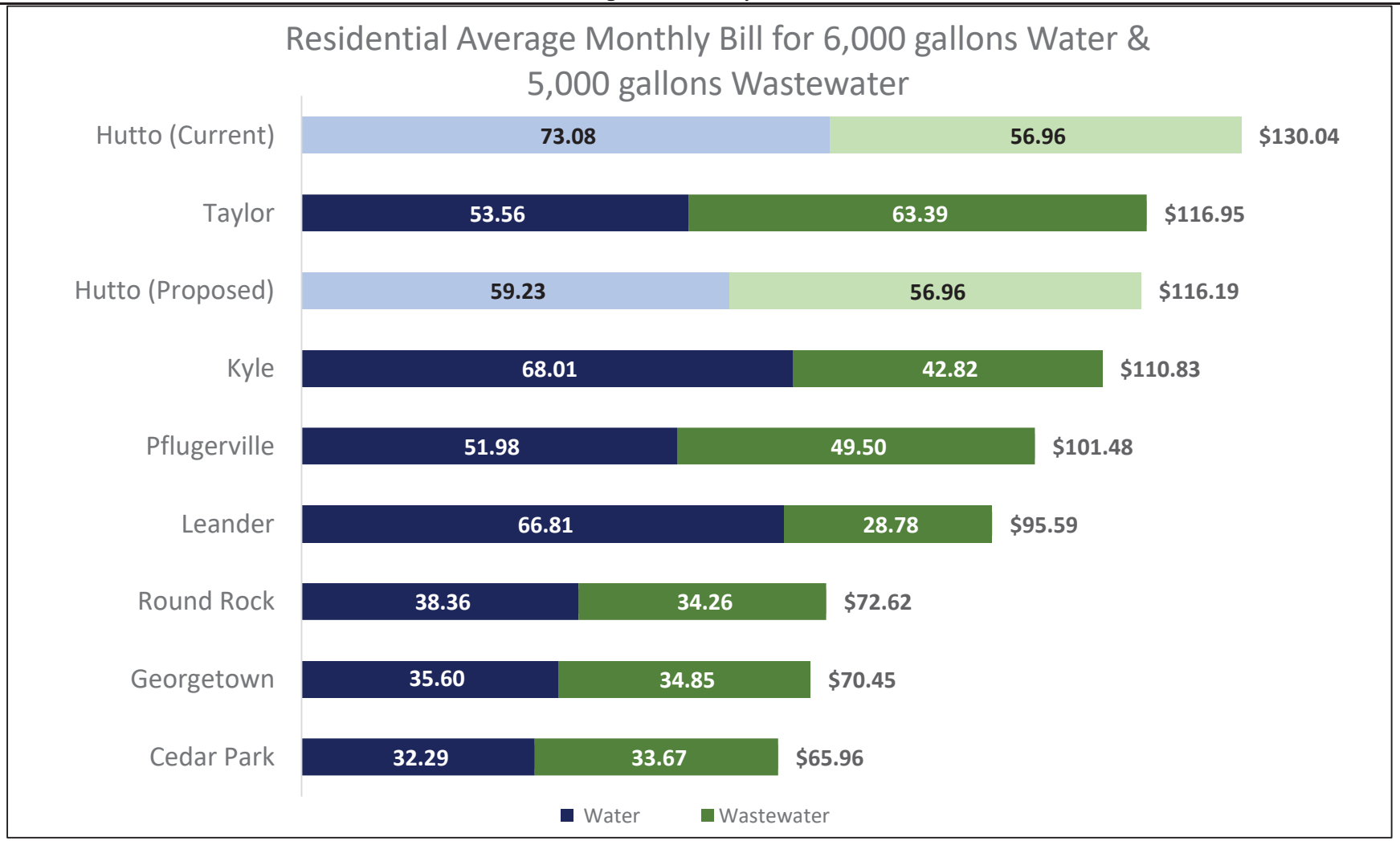
City of Hutto, Texas
Water and Wastewater Rate Study
Wastewater Fund Summary Under Proposed Rates

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Revenues						
Rate Revenues Under Proposed Rates	$6,605,075	$7,566,507	$8,449,177	$9,119,498	$9,642,077	$10,129,624
Other Revenues	695,489	695,489	695,489	695,489	695,489	695,489
Total Revenues	**$7,300,564**	**$8,261,996**	**$9,144,666**	**$9,814,987**	**$10,337,567**	**$10,825,114**
Expenses						
Operating Expenses	$1,995,686	$2,094,828	$2,194,999	$2,291,728	$2,387,287	$2,484,922
New Program O&M	-	51,295	105,245	161,955	221,532	284,084
Wastewater Purchases	1,999,454	2,418,063	2,824,847	3,165,295	3,460,561	3,753,993
Cash Capital	155,000	40,901	-	-	-	-
Existing Debt Service	3,266,641	3,168,883	3,181,356	2,965,981	2,964,810	3,010,982
Projected Debt Service	-	23,813	23,813	351,553	884,239	897,137
Impact Fee Offset	(750,000)	(814,714)	(750,000)	(750,000)	(750,000)	(750,000)
Total Expenses	**$6,666,781**	**$6,983,069**	**$7,580,260**	**$8,186,512**	**$9,168,429**	**$9,681,118**
Over / (Under) Recovery	$633,783	$1,278,927	$1,564,406	$1,628,475	$1,169,138	$1,143,996
Over / (Under) Recovery (%)	9.51%	18.31%	20.64%	19.89%	12.75%	11.82%
Debt Service Coverage						
Total Revenues	$7,300,564	$8,261,996	$9,144,666	$9,814,987	$10,337,567	$10,825,114
Impact Fee Offset	750,000	773,813	750,000	750,000	750,000	750,000
Total Expenses Less Debt Service & Cash Capital	3,995,140	4,564,186	5,125,091	5,618,978	6,069,380	6,522,999
Available for Debt Service Coverage	$4,055,424	$4,471,623	$4,769,575	$4,946,009	$5,018,187	$5,052,114
Debt Service	3,266,641	3,192,695	3,205,168	3,317,535	3,849,049	3,908,118
Coverage Ratio	1.24	1.40	1.49	1.49	1.30	1.29
Target Debt Service Coverage Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Over/(Short) of DSC Overage	$ 707,117	$ 1,199,110	$ 1,484,277	$ 1,545,536	$ 1,072,912	$ 1,046,293

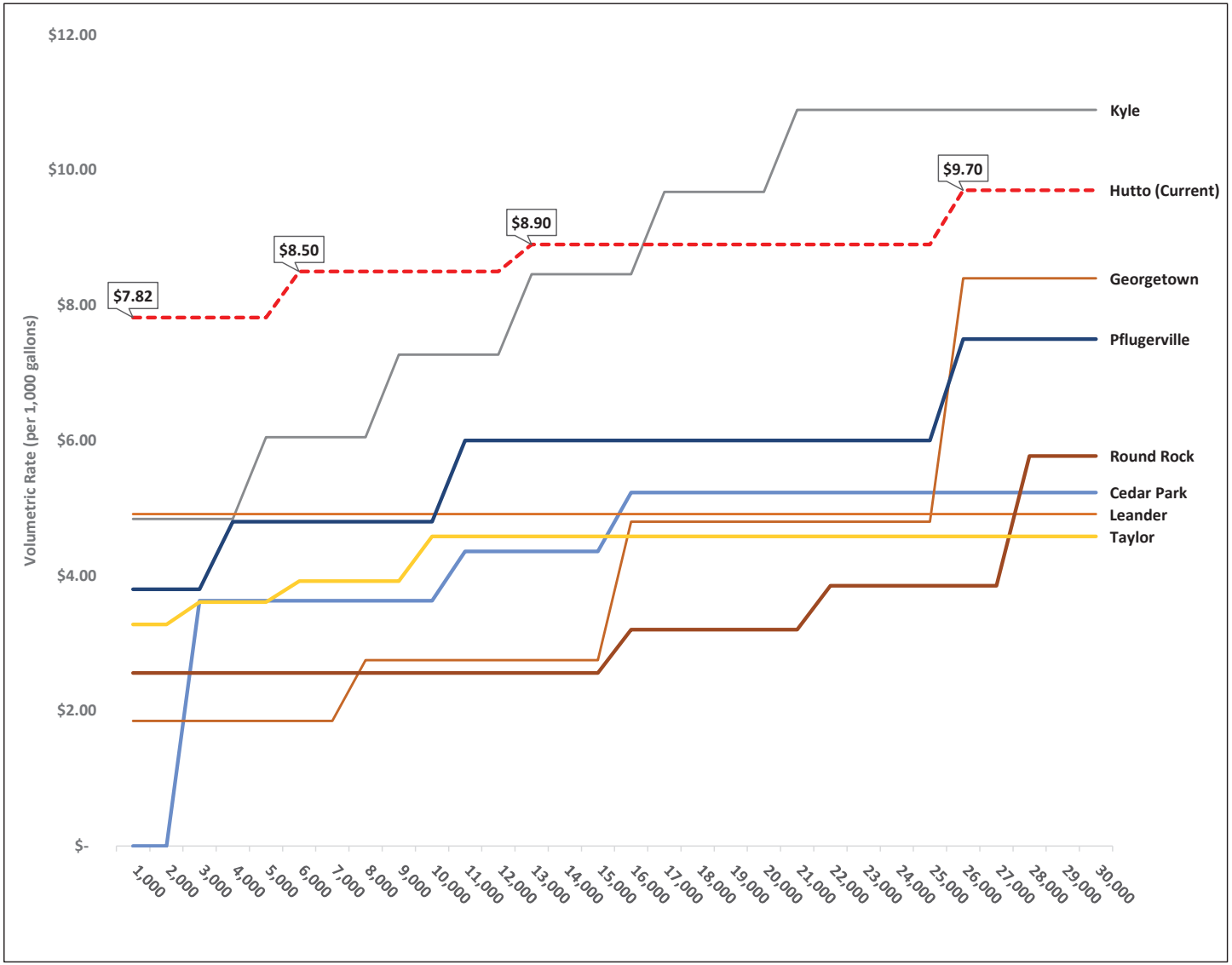
City of Hutto, Texas
Water and Wastewater Rate Study
Combined Fund Summary Under Proposed Rates

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Revenues						
Rate Revenues Under Proposed Rates	$12,640,326	$14,063,818	$15,603,745	$16,745,443	$17,560,909	$18,277,356
Other Revenues	1,159,004	1,159,004	1,159,004	1,159,004	1,159,004	1,159,004
Total Revenues	**$13,799,330**	**$15,222,822**	**$16,762,749**	**$17,904,447**	**$18,719,913**	**$19,436,360**
Expenses						
Operating Expenses	$4,513,992	$4,728,472	$4,945,306	$5,155,308	$5,363,144	$5,575,507
New Program O&M	-	102,589	210,491	323,911	443,063	568,168
Water Purchases	692,831	549,964	577,462	357,093	374,948	393,695
Wastewater Purchases	1,999,454	2,418,063	2,824,847	3,165,295	3,460,561	3,753,993
Cash Capital	305,000	81,803	-	-	-	-
Existing Debt Service	7,709,674	8,061,199	8,227,997	8,227,485	8,229,677	8,320,757
Projected Debt Service	-	866,488	866,488	1,496,773	2,029,458	2,208,987
Impact Fee Offset	(1,500,000)	(2,222,213)	(1,500,000)	(2,419,141)	(1,500,000)	(2,585,772)
Total Expenses	**$13,720,952**	**$14,586,366**	**$16,152,591**	**$16,306,723**	**$18,400,851**	**$18,235,335**
Over / (Under) Recovery	$78,378	$636,456	$610,158	$1,597,724	$319,061	$1,201,025
Over / (Under) Recovery (%)	0.57%	4.36%	3.78%	9.80%	1.73%	6.59%
Beginning Unrestricted Net Position	$6,431,851	$6,510,229	$7,146,686	$7,756,844	$9,354,567	$9,673,629
Total Revenues	13,799,330	15,222,822	16,762,749	17,904,447	18,719,913	19,436,360
Total Expenses	13,720,952	14,586,366	16,152,591	16,306,723	18,400,851	18,235,335
Ending Unrestricted Net Position	**$6,510,229**	**$7,146,686**	**$7,756,844**	**$9,354,567**	**$9,673,629**	**$10,874,654**
Expenses Less Debt Service	7,511,278	7,799,089	8,558,106	9,001,607	9,641,716	10,291,363
Fund Balance Reserve	86.67%	91.63%	90.64%	103.92%	100.33%	105.67%
Over/(Short) of Fund Balance Reserve	$ 4,820,192	$ 5,391,891	$ 5,831,270	$ 7,329,206	$ 7,504,242	$ 8,559,097
Debt Service Coverage						
Total Revenues	$13,799,330	$15,222,822	$16,762,749	$17,904,447	$18,719,913	$19,436,360
Impact Fee Offset	1,500,000	2,140,410	1,500,000	2,419,141	1,500,000	2,585,772
Total Expenses Less Debt Service & Cash Capital	7,206,278	7,799,089	8,558,106	9,001,607	9,641,716	10,291,363
Available for Debt Service Coverage	$8,093,053	$9,564,143	$9,704,643	$11,321,981	$10,578,196	$11,730,769
Debt Service	7,709,674	8,927,687	9,094,485	9,724,258	10,259,135	10,529,744
Coverage Ratio	1.05	1.07	1.07	1.16	1.03	1.11
Target Debt Service Coverage Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Over/(Short) of DSC Overage	$ 190,636	$ 413,264	$ 382,796	$ 1,354,617	$ 62,583	$ 937,782
Water Annual Growth	*880*	*1,037*	*836*	*529*	*322*	*322*
Wastewater Annual Growth	*1,400*	*1,478*	*1,194*	*846*	*731*	*731*

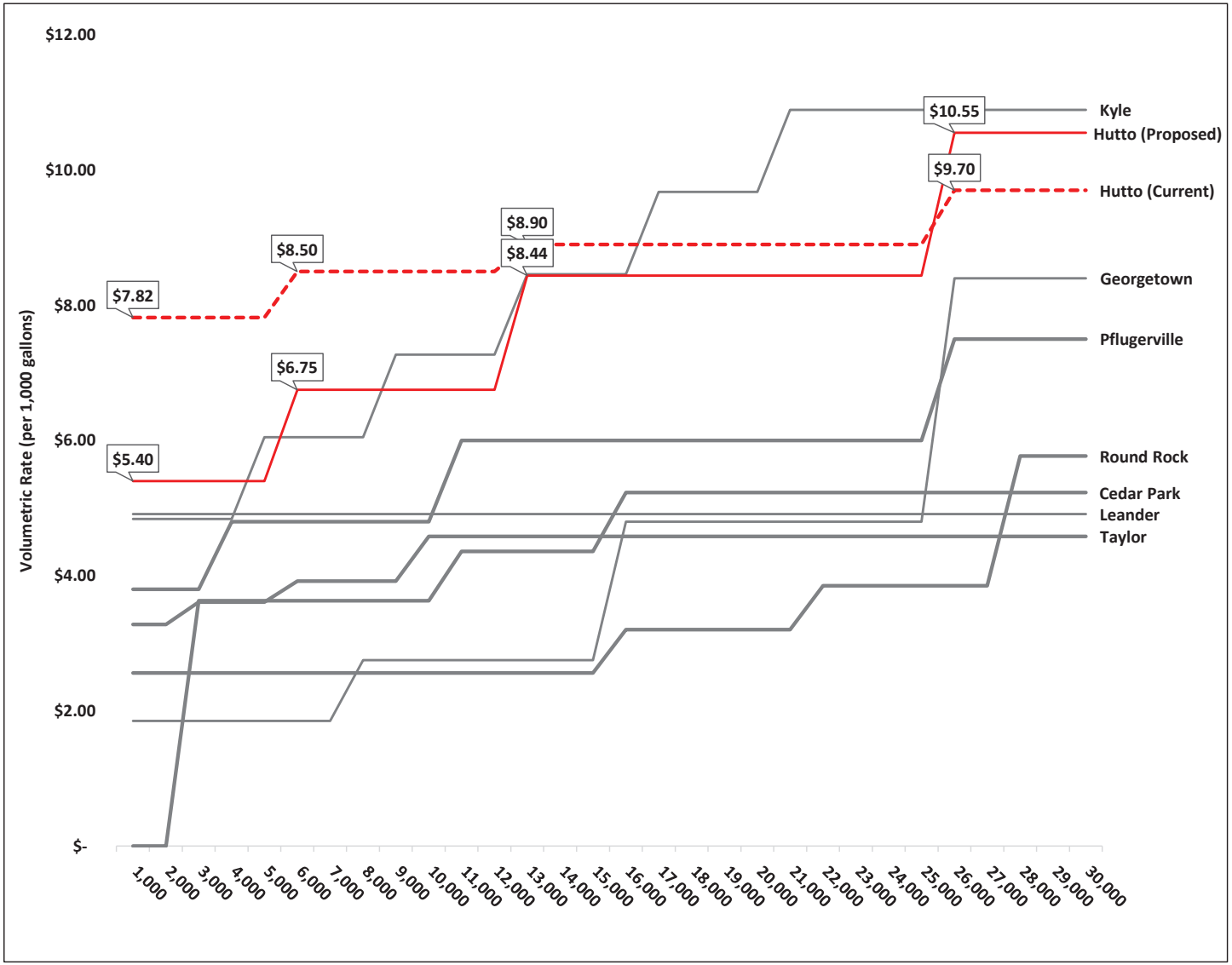
City of Hutto, Texas
Water and Wastewater Rate Model
Regional Bill Comparisons



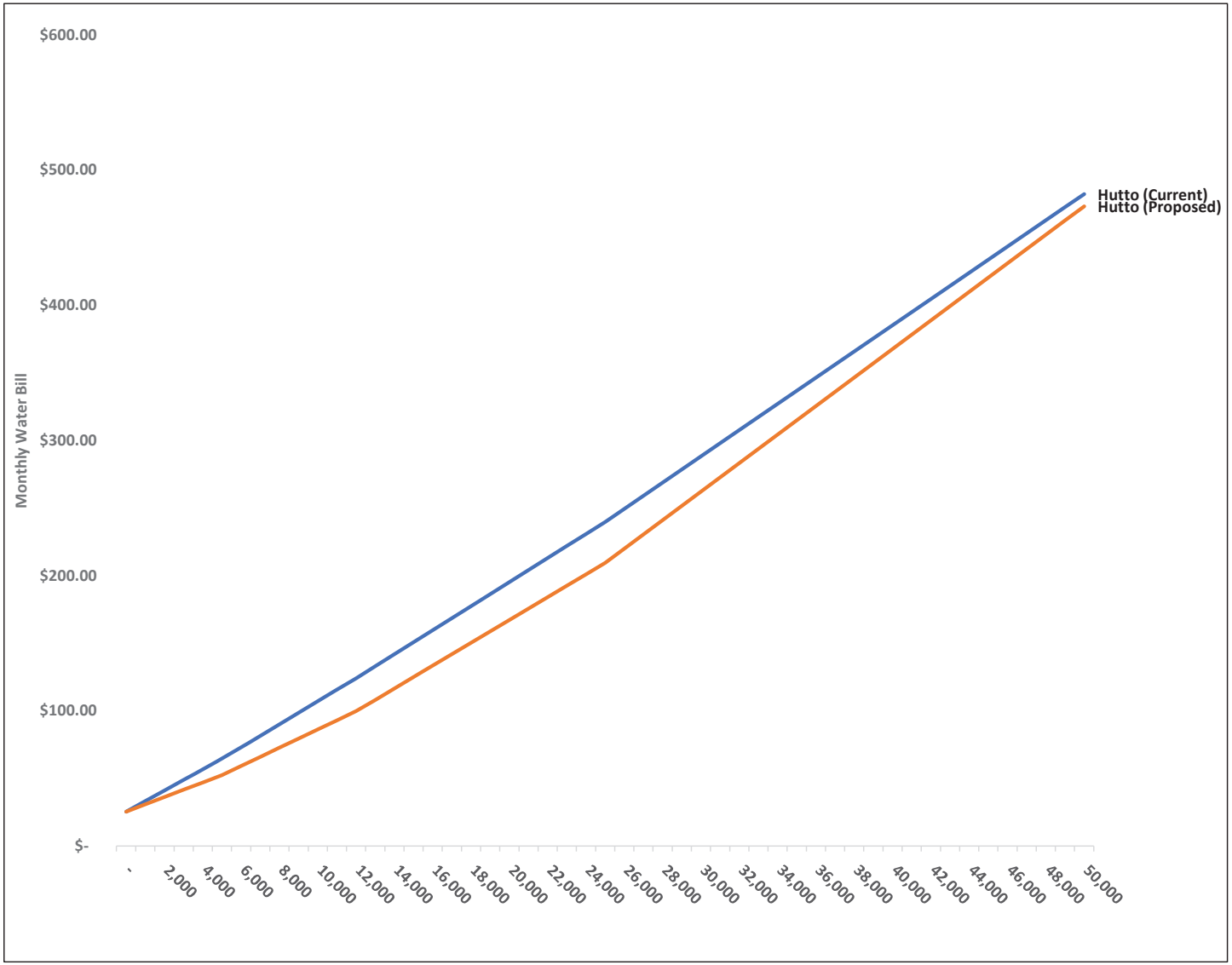
City of Hutto, Texas
Water and Wastewater Rate Model
Water Volumetric Rate Comparison Chart



City of Hutto, Texas
Water and Wastewater Rate Model
Water Volumetric Rate Comparison Chart



City of Hutto, Texas
Water and Wastewater Rate Model
Water Bill Per 1,000 Gallons



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APPENDIX A: WATER SYSTEM AGGRESSIVE GROWTH PROJECTION

NOVEMBER 2021

WATER AND WASTEWATER RATE DESIGN STUDY

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5-Year Water System CIP List
Aggressive Growth Projection

Project Date	Construction Start	Fiscal Year Completed	Project Name	Project Description	Engineer's Opinion of Most Probable Cost or Actual Project Cost
Under Design	2021	2022	Frame Switch 890 PP 5.7 MGD Pump Station	Install 5.7 MGD 890' PP Pump Station at the Frame Switch Pumping Station.	$4,290,000
Under Design	2021	2022	Frame Switch 801 PP 6.48 MGD Pump Station	Install 6.48 MGD 801' PP Pumping Station at the Frame Switch Pumping Station.	$2,960,000
Under Design	2021	2022	Frame Switch 801 Pressure Plane Tank Modifications	Install new dedicated tank inlet to improve tank operation and mixing characteristics.	$520,000
Under Design	2021	2022	890' Pressure Plane Expansion	To expand the 890' pressure plane east, 4 pressure reducing valves will be installed around Hutto's Historic Downtown. 1 Pressure sustaining valve will be converted into a pressure reducing valve.	$250,000
Under Design	2021	2022	24" Waterline – US 79	5,500 linear feet of 24” waterline, and 6,000 linear feet of 30" waterline	$3,085,280
Under Design	2021	2022	Heart of Texas 16" Parallel Pipeline	16,000 linear feet of 16” waterline	$2,658,000
FY 2021 thru FY 2026		2022	2022 Water Master Plan Update	Update to the 2016 Water Master Plan	$150,000
FY 2021 thru FY 2026	2022	2023	Avery Lake Waterline	2,500 linear feet of 12" waterline	$960,000
FY 2021 thru FY 2026	2021	2022	Trinity Aquifer ASR Well	1,750 gpm ASR well at the Frameswitch Pumping Station	$3,200,000
FY 2021 thru FY 2026		2023	2023 Water Impact Fee Update	Update water impact fees.	$39,670
Under Design	2023	2024	Shiloh Pumping Station Upgrade to 5.70 MGD	Install 5.7 mgd booster pump station at Shiloh Pump Station to replace existing 3.27 MGD pump station.	$4,900,000
Under Design	2023	2024	Heart of Texas In-Line 5.7 MGD Pumping Station	Install 5.7 mgd inline booster pump station at the proposed Noack Pumping Station to allow the Heart of Texas Transmission Line to serve 5.7 mgd	$5,250,000
FY 2021 thru FY 2026	2023	2024	12" Waterline - FM 1660/Mager Ln	4,800 linear feet of 12” waterline to transfer water from Delby St in Hutto Square to Carol Dr in Carol Meadows (for expanding 890-ft PP)	$728,000
FY 2021 thru FY 2026	2023	2024	12" Waterline - Alliance Blvd (CR 108)	2,400 linear feet of 12” waterline to transfer water for new development areas along Innovation Blvd	$265,000
FY 2021 thru FY 2026	2023	2024	Well Capacity Increase to 5.7 MGD	Install 2 new Hooper wells, Drill one new Simsboro well, repermit the existing Simsboro well No. 12.	$3,688,000
FY 2021 thru FY 2026	2023	2024	Well Collection Capacity Increase to 5.7 MGD	Install +/- 9,000 LF of 16" and 12" piping.	$3,955,000
FY 2021 thru FY 2026	2024	2025	16" Waterline - CR 132	2,500 linear feet of 16” waterline to transfer water for new development areas at US79 / CR 132	$449,000
FY 2021 thru FY 2026	2024	2025	12" Waterline - CR 199	3,300 linear feet of 12” waterline	$366,000
FY 2021 thru FY 2026	2025	2026	16" Waterline - Limmer Loop	1,600 linear feet of 16” waterline to transfer water from the existing 890-ft PP at Ed Schmidt Blvd to Anderson St in Hutto Square (for expanding 890-ft PP)	$404,000
FY 2021 thru FY 2026	2025	2026	Jonah Water Service Transfer Tier II South	7,910 linear feet of 8” waterline to transfer water to Coyote Trail	$953,000
FY 2021 thru FY 2026	2025	2026	12" Waterline	4,000 linear feet of 12” waterline	$606,000
FY 2021 thru FY 2026	2025	2026	36" Waterline - US 79	9,200 linear feet of 36” waterline	$4,623,000
FY 2021 thru FY 2026	2025	2026	Frameswitch 890' PP Pump Upgrades	Replace 4 50 HP 890' PP pumps with 4 150 HP 890' PP pumps	$500,000
				Total =	**$44,799,950**

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APPENDIX B: WASTEWATER SYSTEM AGGRESSIVE GROWTH PROJECTION

NOVEMBER 2021

WATER AND WASTEWATER RATE DESIGN STUDY

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5-Year Wastewater System CIP List
Aggressive Growth Projection

Project Date	Start Construction	Finish Construction	Project ID	Project Name	Project Description	Engineer's Opinion of Most Probable Cost or Actual Project Cost
Under Design	Jun-25	Jun-26	2023-I2	Glenwood Lift Station Decommission, Interceptor, and 2 - WWTP Lift Stations	10,500 LF of 30" interceptor to take Glenwood lift station offline and transfer flows to the South WWTP. Includes decommissioning of Glenwood LS, construction of new lift station at the south WWTP, and construction of new lift station at the Central WWTP.	$8,645,099
2022-2023	Jun-22	Jun-23	N/A	2022 Wastewater Master Plan Update	Update to the Wastewater Master Plan	$155,000
2021-2022			2022-I3	The Landing Pipe Bursting	Pipe burst existing 500 LF of 12-inch pipe to 15-inch on Whitfield, located north of Co-op to provide capacity for the future Landing development	$250,372
2021-2023	Jan-21	Jan-23	2023-P1	Phosphorus Chemical Dosing	Adding Phosphorus chemical dosing system to the Central WWTP to meet TCEQ permit requirements.	$420,000
2021-2023			2024-P2	South WWTP from 2.0 to 4.0 MGD Capacity	Expand South WWTP plant capacity from 2.00 mgd to 4.00 mgd.	$30,199,320
2023-2023	Jun-23	Dec-23	N/A	2023 Wastewater Impact Fee Update	Update wastewater impact fees.	$39,670
2028-2030			2030-I5	Cottonwood Creek Parallel Interceptor	700 LF of 18", 1,700 LF of 24", 3,900 LF of 27", and 2,100 LF of 30" Interceptor along east side of Cottonwood Creek to increase capacity of current Cottonwood Creek interceptor to ultimate conditions.	$4,079,222
2023-2025			2025-I4	Brushy Creek Interceptor & LS	2,800 LF of 36" and 15,100 LF of 42" interceptor to take Enclave LS offline and transfer flows to the South WWTP. Includes inverted siphon with two access vaults and on-site LS at WWTP. Decommissioning of Enclave LS is included in this project.	$14,238,000
2025-2028			2028-I6	Avery Lake Interceptor Phase I	Approximately 3,000 LF of 24" wastewater interceptor to serve the area South of hwy 79 and west of SH-130.	$1,778,149
						$59,804,832

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APPENDIX C: WATER SYSTEM HISTORICAL GROWTH PROJECTION

NOVEMBER 2021

WATER AND WASTEWATER RATE DESIGN STUDY

DocuSign Envelope ID: A9BD8F3B-485B-4A21-93BC-A0FFE16467BC

5-Year Water System CIP List
Historical Growth Projection

Project Date	Construction Start	Fiscal Year Completed	Project Name	Project Description	Engineer's Opinion of Most Probable Cost or Actual Project Cost
Under Design	2021	2022	Frame Switch 890 PP 5.7 MGD Pump Station	Install 5.7 MGD 890' PP Pump Station at the Frame Switch Pumping Station.	$4,290,000
Under Design	2021	2022	Frame Switch 801 PP 6.48 MGD Pump Station	Install 6.48 MGD 801' PP Pumping Station at the Frame Switch Pumping Station.	$2,960,000
Under Design	2021	2022	Frame Switch 801 Pressure Plane Tank Modifications	Install new dedicated tank inlet to improve tank operation and mixing characteristics.	$520,000
Under Design	2021	2022	890' Pressure Plane Expansion	To expand the 890' pressure plane east, 4 pressure reducing valves will be installed around Hutto's Historic Downtown. 1 Pressure sustaining valve will be converted into a pressure reducing valve.	$250,000
Under Design	2021	2022	24" Waterline – US 79	5,500 linear feet of 24” waterline, and 6,000 linear feet of 30" waterline	$3,085,280
Under Design	2021	2022	Heart of Texas 16" Parallel Pipeline	16,000 linear feet of 16” waterline	$2,658,000
FY 2021 thru FY 2026		2022	2022 Water Master Plan Update	Update to the 2016 Water Master Plan	$150,000
FY 2021 thru FY 2026	2022	2023	Avery Lake Waterline	2,500 linear feet of 12" waterline	$960,000
FY 2021 thru FY 2026	2022	2023	Trinity Aquifer ASR Well	1,750 gpm ASR well at the Frameswitch Pumping Station	$3,200,000
FY 2021 thru FY 2026		2023	2023 Water Impact Fee Update	Update water impact fees.	$39,670
				Total =	**$18,112,950**

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APPENDIX D: WASTEWATER SYSTEM HISTORICAL GROWTH PROJECTION

NOVEMBER 2021

WATER AND WASTEWATER RATE DESIGN STUDY

DocuSign Envelope ID: A9BD8F3B-485B-4A21-93BC-A0FFE16467BC

5-Year Wastewater System CIP List
Historical Growth Projection

Project Date	Start Construction	Finish Construction	Project ID	Project Name	Project Description	Engineer's Opinion of Most Probable Cost or Actual Project Cost
Under Design	Jun-25	Jun-26	2023-I2	Glenwood Lift Station Decommission, Interceptor, and 2 - WWTP Lift Stations	10,500 LF of 30" interceptor to take Glenwood lift station offline and transfer flows to the South WWTP. Includes decommissioning of Glenwood LS, construction of new lift station at the south WWTP, and construction of new lift station at the Central WWTP.	$8,645,099
2022-2023	Jun-22	Jun-23	N/A	2022 Wastewater Master Plan Update	Update to the Wastewater Master Plan	$155,000
2021-2022			2022-I3	The Landing Pipe Bursting	Pipe burst existing 500 LF of 12-inch pipe to 15-inch on Whitfield, located north of Co-op to provide capacity for the future Landing development	$250,372
2021-2023	Jan-21	Jan-23	2023-P1	Phosphorus Chemical Dosing	Adding Phosphorus chemical dosing system to the Central WWTP to meet TCEQ permit requirements.	$420,000
2023-2023	Jun-23	Dec-23	N/A	2023 Wastewater Impact Fee Update	Update wastewater impact fees.	$39,670
						$9,510,141

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APPENDIX E: WATER SYSTEM MODERATE GROWTH PROJECTION

NOVEMBER 2021

WATER AND WASTEWATER RATE DESIGN STUDY

DocuSign Envelope ID: A9BD8F3B-485B-4A21-93BC-A0FFE16467BC

5-Year Water System CIP List
Moderate Growth Projection

Project Date	Construction Start	Fiscal Year Completed	Project Name	Project Description	Engineer's Opinion of Most Probable Cost or Actual Project Cost
Under Design	2021	2022	Frame Switch 890 PP 5.7 MGD Pump Station	Install 5.7 MGD 890' PP Pump Station at the Frame Switch Pumping Station.	$4,290,000
Under Design	2021	2022	Frame Switch 801 PP 6.48 MGD Pump Station	Install 6.48 MGD 801' PP Pumping Station at the Frame Switch Pumping Station.	$2,960,000
Under Design	2021	2022	Frame Switch 801 Pressure Plane Tank Modifications	Install new dedicated tank inlet to improve tank operation and mixing characteristics.	$520,000
Under Design	2021	2022	890' Pressure Plane Expansion	To expand the 890' pressure plane east, 4 pressure reducing valves will be installed around Hutto's Historic Downtown. 1 Pressure sustaining valve will be converted into a pressure reducing valve.	$250,000
Under Design	2021	2022	24" Waterline – US 79	5,500 linear feet of 24” waterline, and 6,000 linear feet of 30" waterline	$3,085,280
Under Design	2021	2022	Heart of Texas 16" Parallel Pipeline	16,000 linear feet of 16” waterline	$2,658,000
FY 2021 thru FY 2026		2022	2022 Water Master Plan Update	Update to the 2016 Water Master Plan	$150,000
FY 2021 thru FY 2026	2021	2022	Trinity Aquifer ASR Well	1,750 gpm ASR well at the Frameswitch Pumping Station	$3,200,000
FY 2021 thru FY 2026		2023	2023 Water Impact Fee Update	Update water impact fees.	$39,670
Under Design	2023	2024	Shiloh Pumping Station Upgrade to 5.70 MGD	Install 5.7 mgd booster pump station at Shiloh Pump Station to replace existing 3.27 MGD pump station.	$4,900,000
Under Design	2023	2024	Heart of Texas In-Line 5.7 MGD Pumping Station	Install 5.7 mgd inline booster pump station at the proposed Noack Pumping Station to allow the Heart of Texas Transmission Line to serve 5.7 mgd	$5,250,000
FY 2021 thru FY 2026	2023	2024	Well Capacity Increase to 5.7 MGD	Install 2 new Hooper wells, Drill one new Simsboro well, repermit the existing Simsboro well No. 12.	$3,688,000
FY 2021 thru FY 2026	2023	2024	Well Collection Capacity Increase to 5.7 MGD	Install +/- 9,000 LF of 16" and 12" piping.	$3,955,000
FY 2021 thru FY 2026	2024	2025	16" Waterline - CR 132	2,500 linear feet of 16” waterline to transfer water for new development areas at US79 / CR 132	$449,000
FY 2021 thru FY 2026	2024	2025	12" Waterline - CR 199	3,300 linear feet of 12” waterline	$366,000
FY 2021 thru FY 2026	2025	2026	12" Waterline	4,000 linear feet of 12” waterline	$606,000
FY 2021 thru FY 2026	2025	2026	36" Waterline - US 79	9,200 linear feet of 36” waterline	$4,623,000
FY 2021 thru FY 2026	2025	2026	Frameswitch 890' PP Pump Upgrades	Replace 4 50 HP 890' PP pumps with 4 150 HP 890' PP pumps	$500,000
				Total =	**$41,489,950**

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APPENDIX F: WASTEWATER SYSTEM MODERATE GROWTH PROJECTION

NOVEMBER 2021

WATER AND WASTEWATER RATE DESIGN STUDY

DocuSign Envelope ID: A9BD8F3B-485B-4A21-93BC-A0FFE16467BC

5-Year Wastewater System CIP List
Moderate Growth Projection

Project Date	Start Construction	Finish Construction	Project ID	Project Name	Project Description	Engineer's Opinion of Most Probable Cost or Actual Project Cost
Under Design	Jun-25	Jun-26	2023-I2	Glenwood Lift Station Decommission, Interceptor, and 2 - WWTP Lift Stations	10,500 LF of 30" interceptor to take Glenwood lift station offline and transfer flows to the South WWTP. Includes decommissioning of Glenwood LS, construction of new lift station at the south WWTP, and construction of new lift station at the Central WWTP.	$8,645,099
2022-2023	Jun-22	Jun-23	N/A	2022 Wastewater Master Plan Update	Update to the Wastewater Master Plan	$155,000
2021-2022			2022-I3	The Landing Pipe Bursting	Pipe burst existing 500 LF of 12-inch pipe to 15-inch on Whitfield, located north of Co-op to provide capacity for the future Landing development	$250,372
2021-2023	Jan-21	Jan-23	2023-P1	Phosphorus Chemical Dosing	Adding Phosphorus chemical dosing system to the Central WWTP to meet TCEQ permit requirements.	$420,000
2023-2023	Jun-23	Dec-23	N/A	2023 Wastewater Impact Fee Update	Update wastewater impact fees.	$39,670
2028-2030			2030-I5	Cottonwood Creek Parallel Interceptor	700 LF of 18", 1,700 LF of 24", 3,900 LF of 27", and 2,100 LF of 30" Interceptor along east side of Cottonwood Creek to increase capacity of current Cottonwood Creek interceptor to ultimate conditions.	$4,079,222
2023-2025			2025-I4	Brushy Creek Interceptor & LS	2,800 LF of 36" and 15,100 LF of 42" interceptor to take Enclave LS offline and transfer flows to the South WWTP. Includes inverted siphon with two access vaults and on-site LS at WWTP. Decommissioning of Enclave LS is included in this project.	$14,238,000
2022-2023			N/A	South WWTP Capacity Rerate Application from 2.0 mgd to 2.30 mgd	Perform process analysis and report for submittal to TCEQ to rerate the plant's exist capacity from 2.0 mgd to 2.30 mgd including discharge permit minor amendment application.	$75,000
					Total =	**$27,902,363**

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APPENDIX G: WATER SERVICE AREA VACANT PLATTED LOTS

(AS OF MAY 7, 2021)

NOVEMBER 2021

WATER AND WASTEWATER RATE DESIGN STUDY

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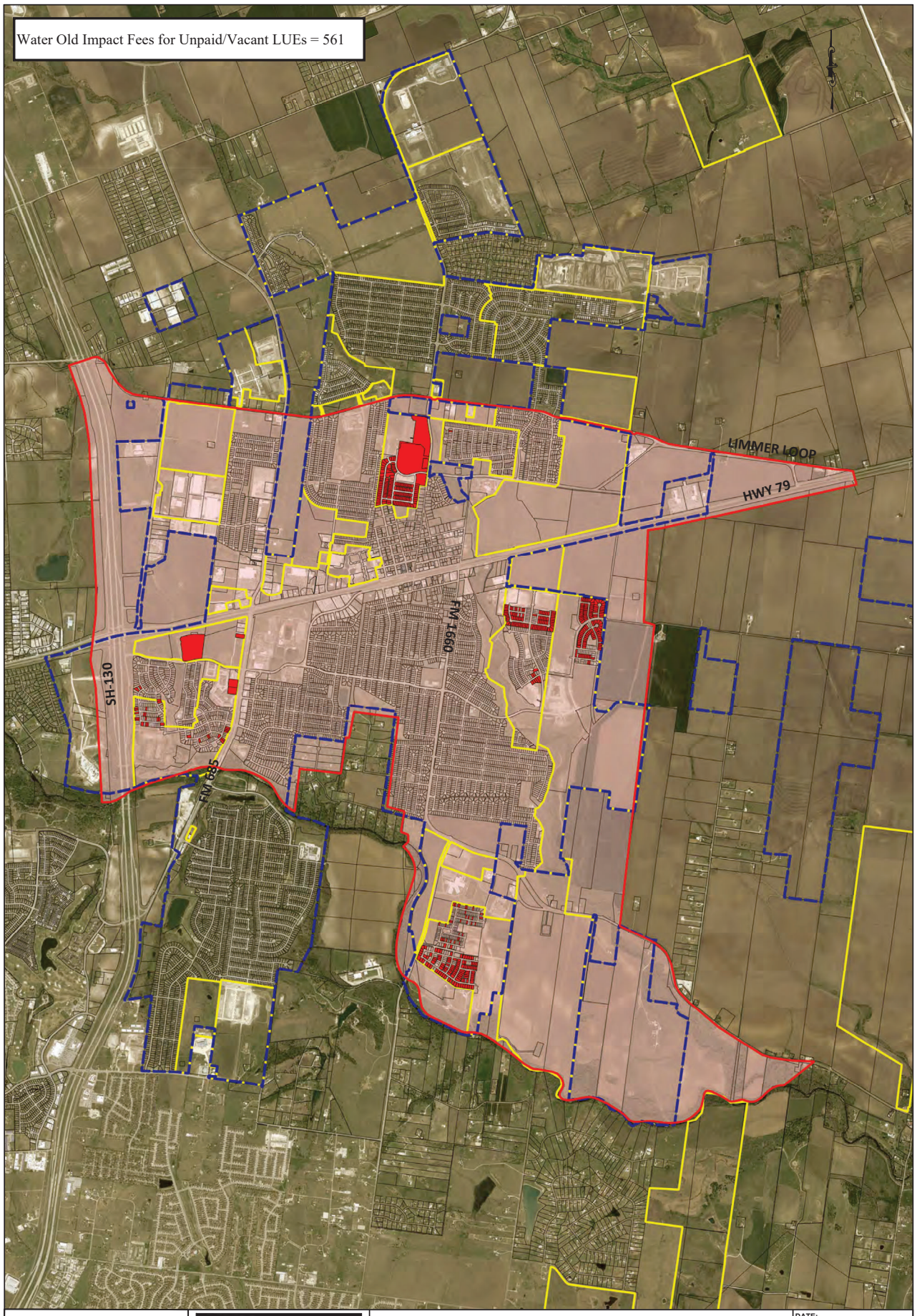

LEGEND

- WATER UNPAID/VACANT LUES
- PLANNED DEVELOPMENTS
- WATER SERVICE AREA
- HUTTO CITY LIMITS

FDCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HWY, BUILDING G-100
AUSTIN, TEXAS 78746 PHONE (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO
WATER SERVICE AREA- OLD IMPACT FEES FOR UNPAID/VACANT LUES AS OF MAY 7, 2021

DATE: NOVEMBER 2021

SCALE: 1" = 2800'

FIGURE: 2

DocuSign Envelope ID: A9BD8F3B-485B-4A21-93BC-A0FFE16467BC

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APPENDIX H: WASTEWATER SERVICE AREA VACANT PLATTED LOTS

(AS OF MAY 7, 2021)

NOVEMBER 2021

WATER AND WASTEWATER RATE DESIGN STUDY

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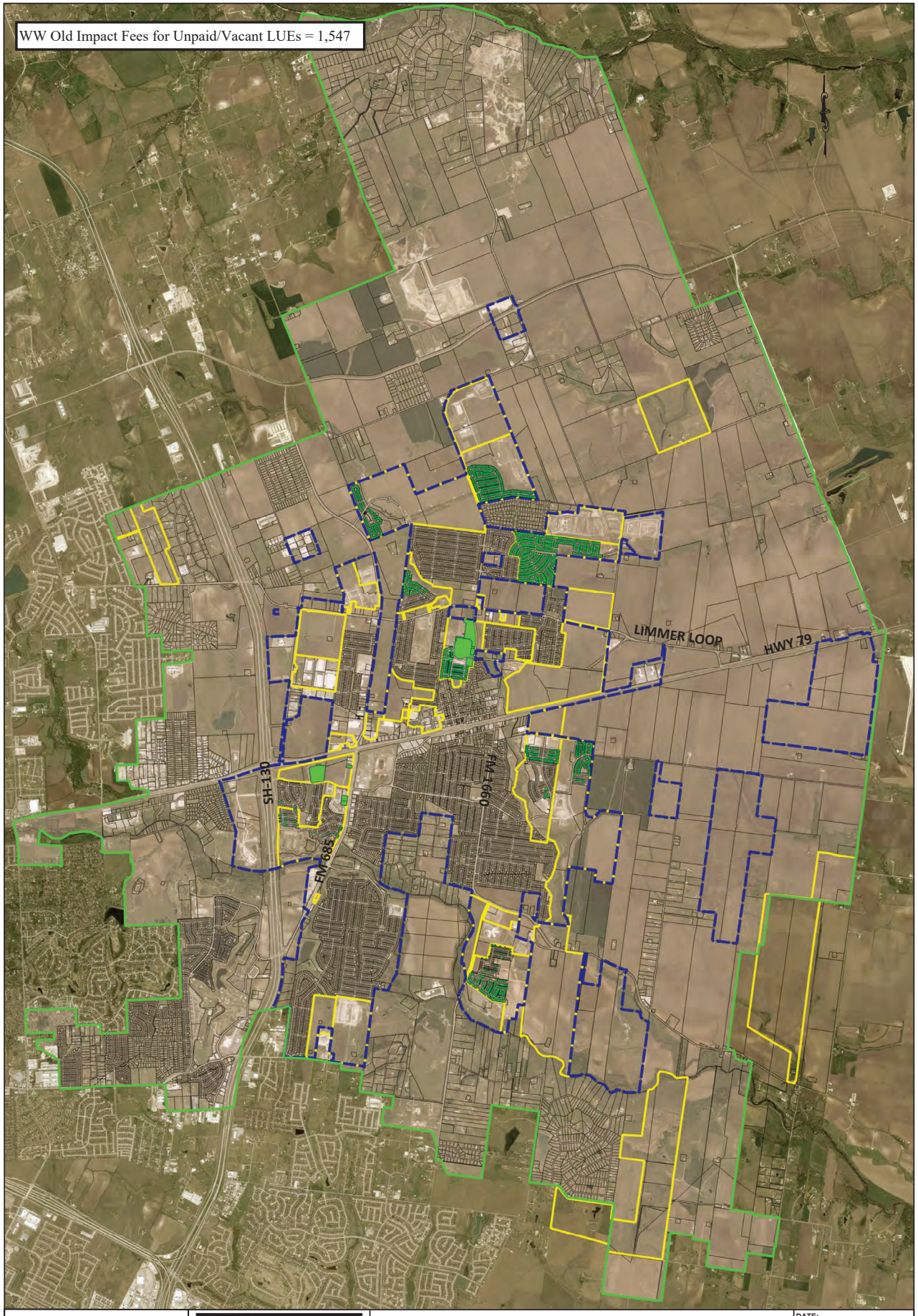

LEGEND

- WW UNPAID/VACANT LUES
- PLANNED DEVELOPMENTS
- WASTEWATER SERVICE AREA
- HUTTO CITY LIMITS

ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HWY, BUILDING G-100
AUSTIN, TEXAS 78746 PHONE (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO WASTEWATER SERVICE AREA- OLD IMPACT FEES FOR UNPAID/VACANT LUES AS OF MAY 7, 2021

DATE: NOVEMBER 2021

SCALE: 1" = 4200'

FIGURE: 1

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~~ 20 acres or more $4,000 plus $100 for each additional acre or portion thereof.

(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 plus

(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~~ Minor Modification (historic district only): ~~$100.00.**~~ $500.00

(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.

If the applicant requests postponement, the applicant shall incur the costs of a new published notice(s).

(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 per application unless otherwise stated herein. $25 per lot for Preliminary Plats, Amended Plats, and Short Form Plats.**

(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: $200.00.

(2) Request requiring city participation: $500.00.

(3) Technology fee: $25.00.

Sec. A1.004 Development fees

(a) Parkland ~~development fee~~ fee-in-lieu of land dedication fees:

(1) Residential: $~~500.00~~ $800 per single family unit.

(2) Nonresidential and multi-family: ~~$800.00~~ $975 (minimum); ~~$800.00~~ $975 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/remodel building permit fee: ~~$25.00.~~ $75.00

(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: $500.00 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.

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. 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	$11.37	$11.37	$9.79	$9.79
Recycling	$4.37	$3.61	$4.37	$3.61
Bulky waste	$0.52	$0.52	n/a	n/a
Street maintenance (6%)	$0.98	$0.93	$0.85	$0.81
Sales tax (8.25%)	$1.43	$1.36	$1.24	$1.18
Total monthly cost	**$18.67**	**$17.79**	**$16.25**	**$15.39**

(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 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 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.

(h) Repair service damaged by construction: $150.00.

Sec. A5.004 Impact fees

(a) For plats recorded between November 21, 2006, and January 31, 2013.

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

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

(b) For plats recorded between February 1, 2013, and February 3, 2021.

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

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

(c) For plats recorded after February 4, 2021.

(1) Water, per LUE: $8,832.00.

(2) Wastewater, per LUE: $2,788.00.

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~~ $5.40	$9.00
	5,001 to 12,000 gallons	~~$8.50~~ $6.75	$9.78
	12,001 to 25,000 gallons	~~$8.90~~ $8.44	$10.24
	25,001 gallons or more	~~$9.70~~ $10.55	$11.16
Nonresidential, all consumption		~~$8.57~~ $7.60	$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 Alcoholic beverage permit and license

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~~ $0.10 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.

(Ordinance O-2021-056 adopted 9/16/21)

AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on Resolution R-2021- 178 approving an amendment to the Hortenstine Family Trust Groundwater Lease. (Legal)
Meeting: Thursday, December 2, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-178 Hutto Resolution Approving Hortenstine Amendment
2. Amendment Hutto Groundwater Lease

RESOLUTION NO. R-2021-178

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AMENDMENT TO GROUNDWATER LEASE BETWEEN THE CITY OF HUTTO AND KAY HORTENSTINE; AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve an Amendment to Groundwater Lease between the City of Hutto and Kay Hortenstine; and

WHEREAS, the City Council desires to authorize the Acting City Manager to execute 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: That the Hutto City Council hereby approves and authorizes the Acting City Manager to execute the Amendment to Groundwater Lease, 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 December, 2021.

_____
Mike Snyder, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

AMENDMENT TO GROUNDWATER LEASE

This amendment is made to the Groundwater Lease dated November 10, 2004 (the "Lease", which term shall include any easements entered into after such date and amendments which may be made by the parties from time to time and is made by and between KAY HORTENSTINE, Trustee of the Rodney Lee Hortenstine Family Trust ("Lessor") and the City of Hutto, Texas, a home rule municipalcorporation organized and existing under the laws of the State of Texas, successor in interest to Heart of Texas Suppliers, L.P. ("Lessee").

RECITALS

WHEREAS, on or about November 10, 2004, the parties entered into a Groundwater Lease ("Lease") in which the original Lessee, Heart of Texas Suppliers, leased a portion of the property owned by the Lessor described in such Lease as the Leased Premises; and

WHEREAS, on or about October 2017, the City of Hutto acquired the interest in theLease of the original Lessee; and

WHEREAS, the Lessor and Lessee desire to clarify Section 11 (c) of the Lease regarding the annual payments due to the Lessor pursuant to the Lease.

AGREEMENT

NOW, THEREFORE, for the mutual consideration between the parties, Lessor and Lessee clarify and restate paragraph 11 (c) to read as follows:

Section 11. (c): (c) Prior to commencement of any surface preparation in connection with awell site or the construction of a road easement or pipeline easement, Lessee shall pay the following amounts to the Lessor upon whose property the well site, road easement or pipeline easement shall be located:

1. Well Site: $1,000.00 for each well site prior to commencement and $500.00 on each anniversary of the first payment for each well site while the Lease is ineffect

2. Roads. $500.00 per mile for each mile of road paid annually on each anniversary date of the first payment. Additional Road easements shall requirea new mutually agreeable Road easement between the parties.

3. Pipeline. $500.00 per mile for each mile of pipeline paid annually on each anniversary date of the first payment. Additional Pipeline easements shall require a new mutually agreeable Pipeline easement between the Parties, made in writing.

The parties agree that the payment of any disputed amounts shall be a settlement and compromise of any dispute and upon such payment of the disputed amounts, the parties, its successors and assigns, executors, trustees and administrators, past and present, or anyone claiming through them, release each other and forever discharge the released parties from any and all liability, claims, demands, damages, costs, loss of services, expenses and compensation, actions or causes of action of any nature, past and present, known orunknown, foreseen and unforeseen, which releasor has asserted or which could have been asserted on his behalf by any person or entity, resulting from this dispute to the date of thisAmendment.

The Lease, as amended herein and as may have been previously amended, including exhibits, constitutes, and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Lease shall not be amended or modified, except by written amendment, executed by both parties.

All provisions of Lease not amended herein remain in full force and effect.

LESSOR:

By: _____
Kay Hortenstine
Trustee of the Rodney Lee Hortenstine Family Trust

Dated: _____

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this _____ day of _____ 2021, by Kay Hortenstine, Trustee of the Rodney Lee Hortenstine Family Trust as the owner of the property that is the subject of this Lease.

_____
Notary Public, State of Texas

My commission expires:

_____

LESSEE:
City of Hutto, Texas

By: _____
Mike Snyder, Mayor

Dated: _____

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this _____day of _____ 2021, by Mike Snyder, as **Mayor** of the **City of Hutto, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____