



City of Hutto

Agenda

City Council Meeting

Thursday, January 20, 2022 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 MANAGER COMMENTS

6. 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.

6.1. General Comments from City Council

6.2. City Council Liaison Reports

7. 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 January 20, 2022. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

8. CONSENT AGENDA ITEMS

8.1. Consideration and possible action on Resolution No. R-2022-006 accepting the infrastructure improvements for the subdivision known as Wilco Ranch Phase 2 Section 1. (Padma Patla)

- 8.2. Consideration and possible action on Resolution No. R-2022-007 acknowledging the assignment of the Transportation Impact Fee Waiver and Participation agreement between the City of Hutto and Kalogridis and Kalogridis Development, LLC to Hutto Landing 3 Property Owner, LP. (Legal)

9. OTHER BUSINESS

- 9.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.
- 9.2. Update on speed limit concerns. (Chief Jim Stuart)
- 9.3. Update on TSTC Agreement. (City Manager Turner)
- 9.4. Consideration and possible action to release the December 30, 2021 memorandum from the City Attorney concerning alleged Hutto City Charter violations. (Legal)
- 9.5. Consideration and possible action on accepting the resignation of Mayor Pro Tem Rose.
- 9.6. Consideration and possible action on appointing a person to fill the unexpired term of Place 6 City Council Member for the City of Hutto, Texas.
- 9.7. Consideration and possible action on appointing a Mayor Pro Tem.

10. ORDINANCES

- 10.1. Consideration and possible action regarding Ordinance No. O-2022-004, amending Article 10.04, Fireworks, of the Code of Ordinances by removing the extraterritorial jurisdiction from the scope of the regulations, consistent with state law. (Chief Jim Stuart, Legal)
- 10.2. Consideration and possible action on Ordinance No. O-2022-003 ordering a general election for the position of Mayor and Council places 3 and 6 to be held on May 7, 2022; providing for the publication and posting of notice; providing for early voting and election day voting; providing for performance of required administrative duties; making provisions for the conduct of such election; certifying provision of required accessible voting systems; and providing for other matters related to such election. (Legal)

11. RESOLUTIONS

- 11.1. Consideration and possible action on Resolution No. R-2021-184 authorizing the Mayor to execute a new Interlocal Agreement with Williamson County, Texas, for the waterline relocation next to CR 404. (Wade Benton, Commissioner Boles)
- 11.2. Consideration and possible action on Resolution No. R-2022-004 approving the First Amendment to the Chapter 380 Economic Development Agreement between the City of Hutto and CB TIBP Investments, LLC. (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 Local Government Code Section 551.071 relating to the Master Development Agreement for the Co-Op District dated August 17, 2017, as amended, between the City of Hutto and MA Partners, LLC and related agreements.
- 12.3. Receive legal advice pursuant to Texas Government Code Section 551.071 to seek legal advice from its attorneys pertaining to Case No. 1:20-cv-1210, Odis Jones v. City of Hutto, et. al. filed in the U.S. District Court for the Western District of Texas, Austin Division.
- 12.4. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate pursuant to Texas Government Code Section 551.074, Personnel Matters, relating to Mayor, Mayor Pro Tem and City Council Member qualifications for office pursuant to Hutto City Charter Section 3.02; including but not limited to residency requirements.
- 12.5. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberation regarding economic development negotiations relating to economic development projects pursuant to Texas Government Code 551.087 to deliberate the offer of a financial or other incentive to potential business prospects.
- 12.6. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to Preston Hollow Capital, LLC v. Cottonwood Development Corp. et al., appeal pending in the Fifth Circuit Court of Appeals.

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. Consider and possible action relating to legal advice pursuant to Texas Local Government Code Section 551.071 relating to the Master Development Agreement for the Co-Op District dated August 17, 2017, as amended, between the City of Hutto and MA Partners, LLC and related agreements.
- 13.3. Consider and possible action relating to legal advice pursuant to Texas Government Code Section 551.071 to seek legal advice from its attorneys pertaining to Case No. 1:20-cv-1210, Odis Jones v. City of Hutto, et. al. filed in the U.S. District Court for the Western District of Texas, Austin Division.
- 13.4. Consider and possible action relating to legal advice received pursuant to Texas Government Code Section 551.071 and deliberations pursuant to Texas Government Code Section 551.074, Personnel Matters, relating to Mayor, Mayor Pro Tem and City Council Member qualifications for office pursuant to Hutto City Charter Section 3.02; including but not limited to residency requirements.
- 13.5. Consider and possible action relating to legal advice received pursuant to Texas Government Code Section 551.071 and deliberation regarding economic development negotiations relating to economic development projects pursuant to Texas Government Code 551.087 to deliberate the offer of a financial or other incentive to potential business prospects.

- 13.6. Consideration and possible action relating to legal advice received pursuant to Texas Government Code Section 551.071 relating to Preston Hollow Capital, LLC v. Cottonwood Development Corp. et al., appeal pending in the Fifth Circuit Court of Appeals.

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 January 14, 2022 at 6:40 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 Gracie.Perez@huttotx.gov or call (512) 759-4033 for assistance.

AGENDA ITEM REPORT

8.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-006 accepting the infrastructure improvements for the subdivision known as Wilco Ranch Phase 2 Section 1. (Padma Patla)
Meeting: Thursday, January 20, 2022
Department: Public Works /
Staff Contact: Ning Zhang

BACKGROUND INFORMATION:

Wilco Ranch Phase 2, Section 1 subdivision consists of 84 single family residences and approximately 2,721 linear feet of public roadways within 15.878 acres in Williamson County and the City of Hutto. The site is located on the north side of Limmer Loop at the intersection of Ed Schmidt Blvd.

SUMMARY OF REQUEST:

Approval to accept infrastructure.

STAFF REVIEW:

Padma Patla

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Wilco Ranch Phase 2 Section 1 Final Cost and Quantities
2. Wilco Ranch Phase 2 Section 1 Engineer Concurrence Letter
3. Wilco Ranch Phase 2 Section 1 Construction Summary
4. Wilco Ranch Phase 2 Section 1 Acceptance Resolution
5. Wilco Ranch Phase 2 Section 1 TDLR Inspection
6. Wilco Ranch Phase 2 Section 1 Maintenance Bond

Wilco Ranch Phase 2, Section 1 - Final Cost QTYs

ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE			
		U/M	QTY	PRICE	AMOUNT
	WASTEWATER IMPROVEMENTS				
1	8-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, ALL DEPTHS, PER LINEAR FOOT, CIP	LF	2225	\$ 26.00	\$ 57,850.00
2	STANDARD MANHOLE FOR WASTEWATER, 4-FOOT DIA. PER EACH, CIP	EA	13	\$ 5,100.00	\$ 66,300.00
3	EXTRA DEPTH, 4-FOOT MANHOLE, PER VERTICAL LINEAR FOOT, CIP	VF	22	\$ 223.00	\$ 4,906.00
4	SINGLE WASTEWATER SERVICE PER EACH, CIP	EA	14	\$ 1,200.00	\$ 16,800.00
5	DOUBLE WASTEWATER SERVICE PER EACH, CIP	EA	35	\$ 1,300.00	\$ 45,500.00
6	TRENCH SAFETY SYSTEMS (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	2225	\$ 2.00	\$ 4,450.00
	Subtotal				\$ 195,806.00
	DRAINAGE IMPROVEMENTS				
1	18-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	1378	\$ 44.00	\$ 60,632.00
2	30-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	372	\$ 75.00	\$ 27,900.00
3	36-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	152	\$ 110.00	\$ 16,720.00
4	42-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	305	\$ 145.00	\$ 44,225.00
5	54-INCH RCP, CLASS III PIPE (ALL DEPTHS) PER LINEAR FOOT, CIP	LF	155	\$ 245.00	\$ 37,975.00
6	54 INCH HEADWALL, w DISSIPATORS & ROCK RIP RAP, PER EACH, CIP	EA	1	\$ 11,200.00	\$ 11,200.00
7	TRENCH SAFETY, PER LINEAR FOOT, CIP	LF	2055	\$ 1.50	\$ 3,082.50
8	4X4 BOX MANHOLE, PER EACH, CIP	EA	1	\$ 3,200.00	\$ 3,200.00
9	5X5 BOX MANHOLE, PER EACH, CIP	EA	4	\$ 3,300.00	\$ 13,200.00
10	6X6 BOX MANHOLE, PER EACH, CIP	EA	1	\$ 4,800.00	\$ 4,800.00
11	7X7 BOX MANHOLE, PER EACH, CIP	EA	1	\$ 6,800.00	\$ 6,800.00
12	8X8 BOX MANHOLE, PER EACH, CIP	EA	0	\$ -	\$ -
13	10-FOOT STANDARD CURB INLET PER EACH, CIP	EA	13	\$ 3,900.00	\$ 50,700.00
14	15-FOOT STANDARD CURB INLET PER EACH, CIP	EA	1	\$ 4,900.00	\$ 4,900.00
	Subtotal				\$ 285,334.50
	EROSION AND SEDIMENTATION CONTROLS				
1	HYDROMULCH SEEDING FOR EROSION CONTROL (ALL DISTURBED AREAS WITHIN ROW AND BORROW PIT), PER SQUARE YARD, CIP	SY	60957	\$ 0.75	\$ 45,717.75
2	INLET PROTECTION (NEW INLET) PER EACH, CIP	EA	14.0	\$ 82.00	\$ 1,148.00
3	SILT FENCE FOR EROSION CONTROL PER LINEAR FOOT, CIP	LF	3273	\$ 2.00	\$ 6,546.00
4	ROCK BERM PER LINEAR FOOT, CIP	LF	30	\$ 23.00	\$ 690.00

Wilco Ranch Phase 2, Section 1 - Final Cost QTYS

5	STABILIZED CONSTRUCTION ENTRANCE PER EACH, CIP	EA	1	\$ 1,000.00	\$ 1,000.00
	Subtotal				\$ 55,101.75
	STREET IMPROVEMENTS				
1	SUBGRADE PREPARATION PER SQUARE YARD, CIP	SY	12641	\$ 2.00	\$ 25,282.00
2	CLEAR AND GRUB, PER ACRE, CIP	AC	16	\$ 310.00	\$ 4,960.00
3	CRUSHED LIMESTONE BASE MATERIAL, 16-INCH THICKNESS, PER SQUARE YARD, CIP	SY	12641	\$ 15.00	\$ 189,615.00
4	HMAC, 2-INCH THICKNESS, TYPE D, PER SQUARE YARD, CIP	SY	9631	\$ 10.25	\$ 98,717.75
5	MACHINE LAID CURB AND GUTTER, PER LINEAR FOOT, CIP	LF	5381	\$ 13.00	\$ 69,953.00
6	Ribbon Curb	LF	474	\$ 28.00	\$ 13,272.00
7	P.C. SIDEWALK RAMP WITH PAVERS (TYPE I) PER EACH, CIP	EA	16	\$ 1,500.00	\$ 24,000.00
8	P.C. CONCRETE VALLEY GUTTER, PER EACH, CIP	EA	1	\$ 4,200.00	\$ 4,200.00
9	STREET SIGNS AND PAVEMENT MARKINGS PER LUMP SUM, CIP	LS	1	\$ 8,014.00	\$ 8,014.00
10	EXCAVATION (INCLUDES LOTS), PER CUBIC YARD, CIP	CY	9522	\$ 4.75	\$ 45,229.50
11	EMBANKMENT (INCLUDES LOTS), PER CUBIC YARD, CIP	CY	14386	\$ 5.25	\$ 75,526.50
12	FINE GRADING OF LOTS (INCLUDING BLUE TOPS), PER LOT, CIP	LOT	84	\$ 350.00	\$ 29,400.00
	Subtotal				\$ 588,169.75

TOTAL COST FOR ALL IMPROVEMENTS

\$ 1,124,412.00

11/5/2021



Josh Janysek



December 15, 2021

City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

RE: Wilco Ranch, Phase 2, Section 1 Concurrence Letter

Dear City of Hutto Staff,

On December 10, 2021, I, the undersigned Professional Engineer in the state of Texas, or my representative, made a final visual inspection of the Wilco Ranch, Phase 2, Section 1 construction project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly as well as joint site visit(s) conducted with City of Hutto staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the construction project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits. I, therefore, recommend acceptance of this project by City of Hutto.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.

A handwritten signature in blue ink, appearing to read "Josh Janysek", written in a cursive style.

Josh Janysek, P.E.
Project Manager

12/15/2021



cc: Richard Rodriguez, City of Hutto
Cody Bass, Aston Woods
Andrew Batten, Joe Bland Construction



PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Wilco Ranch Phase 2 Section 1

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Richard Rodriguez

CONTRACTOR: Joe Bland Construction

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$564,169.75

SIDEWALK IMPROVEMENT COST: N/A

SIDEWALK RAMP IMPROVEMENT COST: \$24,000.00

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: \$285,334.50

WATER IMPROVEMENT COST: N/A

WASTEWATER IMPROVEMENT COST: \$195,806.00

RESTORATION COST: \$55,101.75

TOTAL IMPROVEMENT COST: \$1,124,412.00

PREPARED BY (DESIGN ENGINEER): Josh Janysek 

CHECKED BY (CITY INSPECTOR): _____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
GEMSBOCK DRIVE	103	112	2" / 16"	30'	372'	NO	NO
GRAY FOX LOOP	101	213	2" / 16"	30'	565'	NO	NO
GRAY FOX COVE	1000	1008	2" / 16"	30'	266'	NO	NO
WATERBUCK LOOP	100	245	2" / 16"	30'	1280'	NO	NO
WATERBUCK COVE	1000	1012	2" / 16"	30'	238'	NO	NO

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
GEMSBOCK DRIVE	103	1001	0	0	N/A	2
GRAY FOX LOOP	209	213	5'	106'	NW	4
GRAY FOX COVE	1007	1008	5'	150'	S	2
WATERBUCK LOOP	101	107	5'	211	N&S	6
WATERBUCK COVE	1001	1002	0	0	N/A	2

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

2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

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

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

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

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

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

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

CONSTRUCTION SUMMARY FOR PONDS

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

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

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (inches) (H' x W')	MATERIAL TYPE ₂	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE ₂	QTY	SIZE Length (feet)	TYPE ₁
18"	RCP	1378	1	4'X4' BOX	PRECAST	16	13	CURB
30"	RCP	372	4	5'X5' BOX	PRECAST	1	15	CURB
36"	RCP	152	1	6'X6' BOX	PRECAST			
42"	RCP	305	1	7'X7' BOX	PRECAST			
54"	RCP	155						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
			1	54"	HEADWALL W DISSIPATORS AND ROCK RIP RAP

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

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

CONSTRUCTION SUMMARY FOR WATER

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

CONSTRUCTION SUMMARY FOR WASTEWATER

[illegible]

**LIMITS OF CONSTRUCTION FOR
WATER/WASTEWATER PROJECTS ONLY**

PROJECT NAME _____ WORK ORDER # _____

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

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

STREET NAME	FROM	TO

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

RESOLUTION NO. R-2021-xxx

**A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS
FOR THE SUBDIVISION KNOWN AS WILCO RANCH PHASE 2 SECTION 1;
IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.**

WHEREAS, the infrastructure improvements for the Wilco Ranch Phase 2 Section 1 Residential subdivision have been constructed and are ready for acceptance, and;

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

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

WHEREAS, Joe Bland Construction, LP, submitted a warranty bond to cover the material and workmanship for two years,

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

HUTTO, TEXAS, hereby accepts the infrastructure improvements for Wilco Ranch Phase 2 Section 1

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **20th** day of **January, 2022**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTESTED:

Gracie Perez, City Secretary



ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: December 2, 2021

TO: Cody Bass
Ashton Woods
10721 Research Blvd B210
Austin TX 78759

FROM: Robert Ronson, RAS #16

ROBERT RONSON

PROJECT: Wilco Ranch Phase 2 Section 1
Waterbuck, Gray Fox, Gemsbok
Hutto TX

Inspection performed: 12/1/2021

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: Curb ramps at intersections (shown in blue) and sidewalks at Block H lots 36, 42 & 60, Block I lot14 open space (as shown in red) - see attached map.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Also note, this project is understood to be under \$50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.



SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4448638

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Hutto as Obligee, in the penal sum of One Million One Hundred Twenty Four Thousand Four Hundred Twelve and 00/100's (\$1,124,412.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Wilco Ranch, Phase 2, Section 1 - Paving, Drainage, Water & Wastewater Improvements with Sidewalk and Ramp Improvements.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after the acceptance of City Council of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from the acceptance of City Council, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 5th day of October, 2021.

Joe Bland Construction, LP

Principal

By:  Joe Bland
President, Bland, Inc.
General Partner

SureTec Insurance Company

By: 

Brad Ballew, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

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

Fifty Million and 00/100 Dollars (\$50,000,000.00)

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

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

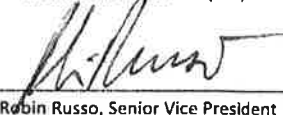
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



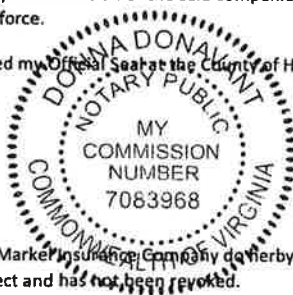
Markel Insurance Company

By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

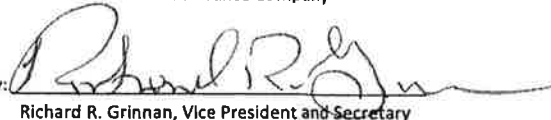
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 5th day of October, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

AGENDA ITEM REPORT

8.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-007 acknowledging the assignment of the Transportation Impact Fee Waiver and Participation agreement between the City of Hutto and Kalogridis and Kalogridis Development, LLC to Hutto Landing 3 Property Owner, LP. (Legal)
Meeting: Thursday, January 20, 2022
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

On January 21, 2021, the City of Hutto and Kalogridis and Kalogridis Development, LLC, entered into a Transportation Impact Fee Waiver and Developer Participation Agreement regarding The Landing Final Plat Project No. 1769-PLAT, to resolve differences between the Owner's proportionality determination and the TIA findings.

Section 3.4 of the Agreement provides that the Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under the Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. A copy of each assignment shall be provided to City within 15 days after execution.

On January 10, 2022, the City received notice of assignment to Hutto Landing 3 Property Owner, LP, the assignment being effective as of October 5, 2021.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

AGENDA ITEM REPORT

8.2.



-
1. Hutto_Transportation Impact Fee Waiver & Developer Participation Agreement



JEFFREY T. LIBBY
Direct: (214) 390-3264
JLibby@LibbySparks.com

January 10, 2022

City of Hutto
Attn: Warren Hutmacher, City Manager
Attn: Ashley Lumpkin, AICP-Executive
Director of Development Services
500 West Live Oak Street
Hutto, Texas 78634

Via E-mail: Warren.Hutmacher@HuttoTx.gov
and

Via E-Mail: Ashley.Lumpkin@HuttoTx.gov
And Via Federal Express

Bojorquez Law Firm, PC
Attn: Alan Bojorquez
11675 Jollyville Road, Suite 300
Austin, Texas 78759

Via Email: dottie@texasmunicipallawyers.com
And Via Federal Express

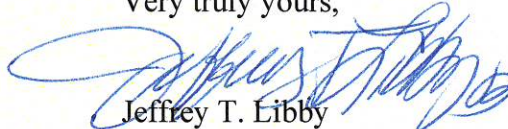
Re: That certain Transportation Impact Fee Waiver and Developer Participation Agreement by and between Kalogridis and Kalogridis Development, LLC (the "**Owner**") and the City of Hutto (the "**City**") dated to be effective as of January 21, 2021 (the "**Agreement**")

Ladies and Gentlemen:

The undersigned and this firm represent Hutto Landing 3 Property Owner LP, a Texas limited partnership, ("**Assignee**") as Assignee under the referenced Agreement. Pursuant to the terms of Article III, Section 3.4 of the Agreement, Assignee hereby provides this written notice to the City of the assignment of the Agreement, effective as of October 5, 2021 (the "**Assignment**"). As required by the Agreement, a copy of the fully executed Assignment is attached to this letter.

If there are any questions concerning this notice, or if anything additional is required, please contact us immediately.

Very truly yours,



Jeffrey T. Libby

JTL/jg

enc

cc: Justin Walker (via email)
Langford Stuber (via email)

Kalogridis and Kalogridis Development, LLC (via email: mitchell@mkdevelopments.com)
2110-B Boca Raton Drive, Suite 100 and via Federal Express
Austin, Texas 78747

Shupe Ventura, PLLC, Attn: Misty Ventura (via email: misty.ventura@svlandlaw.com)
9406 Biscayne Boulevard and via Federal Express
Dallas, Texas 75219

**ASSIGNMENT AND ASSUMPTION OF TRANSPORTATION IMPACT FEE WAIVER
AND DEVELOPER PARTICIPATION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF TRANSPORTATION IMPACT FEE WAIVER AND DEVELOPER PARTICIPATION AGREEMENT (this "Assignment") is made and entered into effective as of the 5 day of October 2021, by and between **KALOGRIDIS AND KALOGRIDIS DEVELOPMENT, LLC**, a Texas limited liability company ("Assignor"), and **HUTTO LANDING 3 PROPERTY OWNER LP**, a Texas limited partnership ("Assignee").

WITNESSETH:

WHEREAS, Assignor entered into that certain Transportation Impact Fee Waiver and Developer Participation Agreement by and between the City of Hutto and Assignor dated effective as of January 21, 2021 (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, Concurrently with the execution and delivery of this Assignment, Assignor is conveying to Assignee that certain real property being situated in Williamson County, Texas, more particularly described as an 11.744 acre tract of land out of the Nathaniel Edwards Survey, Abstract No. 225, situated in the City of Hutto, Williamson County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, City of Hutto, Williamson County, Texas (the "Property"); and it is the desire of Assignor to assign, transfer and convey to Assignee its interest in the Agreement to the extent affecting and applicable to the Property, and Assignee desires to assume all future obligations, right, title and interest of Assignor under and in connection with the Transportation Impact Fee Waiver to the extent affecting and applicable to the Property.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, sells, assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, all of Assignor's right, title, and interest in, to and under the Agreement to the extent affecting and applicable to the Property. Assignor represents and warrants to Assignee that the Agreement attached hereto as Exhibit A is true, correct and complete, in full force and effect, and has not been modified since the effective date of the Agreement, save and except for those Assignment and Assumption of Transportation Impact Fee Waiver and Developer Participation Agreements dated August 20, 2021 by and between Assignor and Hutto I Acquisition LP, a Texas limited partnership, owner of that certain property described in Exhibit B, and Hutto II Acquisition LP, a Texas limited partnership, owner of that certain property described in Exhibit C. Assignor further represents and warrants to Assignee that Assignor has not received any reimbursement or other compensation owed to Assignor under the Agreement prior to the date of this Assignment. Assignor further represents and warrants that Assignor is not in default or breach (with or without due notice or lapse of time or both) under the Agreement, and there is no event, occurrence, condition or act which, with the giving of notice or the passage of time or both, could reasonably be expected to become a breach or event of default under the Agreement.

Assignee hereby accepts and assumes Assignor's obligations in, to and under the Agreement, to the extent affecting and applicable to the Property.

Assignor will defend, indemnify, and hold harmless Assignee from and against any liability, damages, causes of action, expenses, and attorney fees incurred by Assignee by reason of the failure of Assignor to fulfill, perform, discharge, and observe its obligations with respect to the Agreement arising before the date of the Assignment. Assignee will defend, indemnify, and hold harmless Assignor from and against any liability, damages, causes of action, expenses, and attorney fees incurred by Assignor by reason of the failure of Assignee to fulfill, perform, discharge, and observe its obligations with respect to the Agreement arising on or after the date of the Assignment to the extent affecting and applicable to the Property.

This Assignment will be governed by and construed in accordance with the laws of the State of Texas.

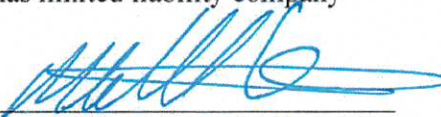
This Assignment will be binding on and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of date and year first above written.

ASSIGNOR:

**KALOGRIDIS AND KALOGRIDIS
DEVELOPMENT, LLC,**
a Texas limited liability company

By: 
Name: Mitchell Davis Kalogridis
Title: Manager

ASSIGNEE:

HUTTO LANDING 3 PROPERTY OWNER LP,
a Texas limited partnership

By: Hutto Landing 3 GP LLC,
a Texas limited liability company,
General Partner

By: CH Ventures LLC,
a Texas limited liability company
Manager

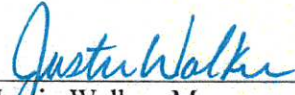
By: 
Justin Walker, Manager

EXHIBIT A
AGREEMENT
(To be Attached)

Exhibit A to Assignment and Assumption of Transportation Impact Fee Waiver
and Developer Participation Agreement
Legal Descriptions of Property

TRACT 1:

BEING a tract of land out of the Nathaniel Edwards Survey, Abstract Number 225, Williamson County, Texas, and being a portion of that tract of land described by deed to Kalogridis and Kalogridis Development, LLC, as recorded under Document Number 2017118415, Official Public Records of Williamson County, Texas, the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83):

BEGINNING at a 1/2 inch rebar with cap stamped "CUNNINGHAM" found in the west line of said Kalogridis tract, same being the northwest corner of the herein described tract;

THENCE through the interior of said Kalogridis tract, the following calls:

1. South 44 degrees 24 minutes 09 seconds East, a distance of 243.69 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found at the beginning of a curve to the left, having a radius of 641.50 feet, with a delta angle of 38 degrees 49 minutes 22 seconds, whose chord bears South 63 degrees 48 minutes 50 seconds East, a distance of 426.40 feet;
2. Along said curve to the left, an arc length of 434.67 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;
3. South 83 degrees 13 minutes 31 seconds East, a distance of 189.19 feet to a 1/2 inch rebar with a cap stamped "CUNNINGHAM" found in the east line of said Kalogridis tract;

THENCE with the perimeter and to the corners of said Kalogridis tract:

1. South 07 degrees 32 minutes 33 seconds West, a distance of 374.18 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;
2. South 83 degrees 14 minutes 43 seconds East, a distance of 58.08 feet to a 1/2 inch rebar found;
3. South 07 degrees 45 minutes 08 seconds West, passing at a distance of 165.26 feet a 1/2 inch rebar found, and continuing a total distance of 192.33 feet to a 1/2 inch rebar with an illegible cap found;
4. North 82 degrees 26 minutes 48 seconds West, passing at a distance of 257.82 feet a 1/2 inch rebar with an illegible cap found, and continuing a total distance of 843.60 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;
5. North 07 degrees 37 minutes 11 seconds East, passing at a distance of 19.11 feet a 1/2 inch rebar with cap stamped "CUNNINGHAM" found, passing at an additional distance of 260.28 feet to a 1/2 inch rebar with cap stamped "RJ" found, and continuing a total distance of 849.54 feet to the **POINT OF BEGINNING** and enclosing 11.744 acres (511,556 square feet) of land, more or less.

**TRANSPORTATION IMPACT FEE WAIVER
AND DEVELOPER PARTICIPATION AGREEMENT**

This Transportation Impact Fee Waiver and Developer Participation Agreement (this "Agreement") is executed between the City of Hutto (the "City") and Kalogridis and Kalogridis Development, LLC (the "Owner"), each a "Party" and collectively the "Parties" to be effective on January 21, 2021 (the "Effective Date").

**ARTICLE I
RECITALS**

WHEREAS, the Owner owns that certain 46.01-acre tract of land (the "Property") that is the subject of a final plat application that will be considered by the City Council on January 21, 2021 (the "Plat"); and

WHEREAS, the existing zoning of the Property permits 920 multifamily dwelling units on the Property (based on a gross acreage of 46.01 acres within the Plat), and is planned for multifamily development consistent with this density and the existing zoning (the "Project"); and

WHEREAS, in connection with the Plat, the Owner has filed with the City a transportation impact fee credit application (the "Credit Application") requesting a full credit of the \$5,700,379.61 transportation impact fee (the "Fee"); and

WHEREAS, the Fee is calculated based on vehicle miles based, which were calculated by multiplying 3.16 vehicle miles per unit by 920 units, resulting in 2,907.2 vehicle miles; and

WHEREAS, the \$1,960.78 transportation impact fee was multiplied by the number of vehicle miles (2,907.2), resulting in a Fee of \$5,700,379.61; and

WHEREAS, the City, at the Owner's request, provided a proportionality determination in connection with the Plat pursuant to Section 212.904 of the Texas Local Government Code, which consisted of three technical memos from Kimley-Horn dated November 18, 2020, November 23, 2020, and December 8, 2020 (the "Proportionality Determination"); and

WHEREAS, the Proportionality Determination determined that the total transportation impact for the Project is \$3,061,656.72; and

WHEREAS, The Landing Traffic Impact Analysis prepared by Alliance Transportation Group (dated June 2018 and updated September 2020) submitted to the City with the preliminary plat application of the Property (the "TIA") determined that the Project's impact on the City's transportation system required mitigation efforts totaling on \$341,575.00; and

WHEREAS, to resolve the differences between the Proportionality Determination and the TIA findings, the Owner submitted the Credit Application and has agreed to the Plan Participation requirements set forth in Section 2.1 below; and

WHEREAS, the Parties desire to enter into this Agreement to settle all claims related to rough proportionality associated with roadway dedication and construction obligations in

connection with the Plat, including any claims pursuant to Section 212.904, Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II
TRANSPORTATION IMPACT FEES AND PARTICIPATION PLAN; DENSITY
REQUIREMENTS

2.1 Participation Plan.

(a) The Owner agrees to do the following to construct a three-lane major collector extension of Live Oak Street identified as project A31 on the City of Hutto 2018 Mobility Master Plan, as set forth in this Section 2.1:

(i) The Owner will dedicate by plat the 83-foot wide right-of-way for the extension of Live Oak Street identified as project A31 on the City of Hutto 2018 Mobility Master Plan, as shown on the Plat. The Owner will construct within the right-of-way shown on the Final Plat a three-lane major collector extension of Live Oak Street identified as project A31 on the City of Hutto 2018 Mobility Master Plan and as stipulated in section 10.615.4.6 of the Hutto Unified Development Code and as requested by City staff in the Final Plat Review Comment Report dated December 16, 2020 (see comment 19). Such construction will be completed after the City approves the first site plan for a lot within the Plat. No financial assurances will be required by the City for this construction obligation before the Plat is recorded other than performance, payment and maintenance bonds if required by applicable Hutto Unified Development Code requirements, but the City may withhold building permits for vertical improvements on the Property until such construction has been completed.

(ii) The Owner may, at the Owner's option, either (a) make a payment to the City in an amount equal to \$341,575.00 as a traffic mitigation fee for the impacts described in the TIA, or (b) construct the improvements described in the TIA that have an estimated cost of \$341,575.00. If the construction option is selected, such construction will be completed after the City approves the first site plan for a lot within the Plat or on a phased schedule described in an updated TIA. Construction improvements described in the TIA shall be reviewed and approved by the City Engineer prior to commencement of construction. If the payment option is selected, the payment will be made with the first application for a building permit to construct vertical improvements within the Property. No financial assurances will be required by the City for this construction obligation other than performance, payment and maintenance bonds if required by applicable Hutto Unified Development Code requirements.

(b) With the exception of the Participation Plan provisions in Section 2.1, the Owner shall have no obligation to construct or fund any roadway improvements, dedicate

any right-of-way other than the right-of-way shown on the Plat, or pay any transportation related fees to the City in connection with the development of the Property.

2.2 Transportation Impact Fees. In consideration of the Owner's agreement to the Participation Plan provisions in Section 2.1, the City Council waives transportation impact fees for the Project and the development of the Property in the amount of \$5,700,379.61 as allowed by Section XIV of Ordinance O-18-07-19-19A, Transportation Impact Fee Ordinance, which authorizes the City to credit the contribution of land, improvements or funding for construction of a "System Facility" (as defined in Ordinance O-18-17019-19A) that is required or agreed to by the City.

2.3 Density. The permitted density on the Property based on the existing MF zoning classification of the Property is 20 units per net acre. In consideration of the Owner's agreement to the Participation Plan provisions in Section 2.1, the lots within the Plat shall be allocated the following number of multifamily dwelling units: 308 dwelling units are permitted on Lot 1, Block A (15.424 acres); 330 dwelling units are permitted on Lot 2, Block A (16.535 acres); and 234 dwelling units are permitted on Lot 3, Block A (11.744 acres). The permitted density must comply with the Hutto Unified Development Code, Chapter 4, Site Design Standards. In consideration for the Owner's agreement to satisfy the Participation Plan provisions in Section 2.1, the number of units permitted on Lot 2, Block A shall be increased to include 23 additional dwelling units based on a credit for 50 percent of the 2.314-acre right-of-way dedicated on the Plat, for a total of 353 units on Lot 2, Block A. In consideration of the Owner's agreement to the Participation Plan provisions in Section 2.1, if the Plat is amended in a manner that changes a lot size or the area of the right-of-way that is dedicated on the Plat, the dwelling unit numbers in this section shall be automatically adjusted to reflect 20 units per acre for each platted lot, plus an additional ten units per acre within the right-of-way area dedicated on the Plat, which additional units shall be allocated to Lot 2, Block A.

ARTICLE III **ADDITIONAL PROVISIONS**

3.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.2 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement

if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

3.3 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT.

3.4 Assignment by Owner. The Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Each Assignee shall be considered the "Owner" and a "Party" for purposes of the obligations, rights, title, and interests being assigned. The City shall not assign this Agreement.

3.5 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

If to Developer, to:

Kalogridis and Kalogridis Development, LLC
2110-B Boca Raton Drive, Suite 100
Austin, Texas 78747

Email: mitchell@mkdevelopments.com

With a copy to:

Shupe Ventura, PLLC
Attn: Misty Ventura
9406 Biscayne Boulevard
Dallas, Texas 75218
Email: misty.ventura@svlandlaw.com

If to the City to:

Warren Hutmacher, City Manager
500 West Live Oak Street
Hutto, Texas 78634
Phone: (512) 759-4030
Email: warren.hutmacher@huttotx.gov

With a copy to:

Bojorquez Law Firm, PC
Attn: Alan Bojorquez
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com

3.6 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

3.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

3.8 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

3.9 Applicable Law: Venue. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Williamson County. Venue for any action to enforce or construe this Agreement shall be in Williamson County.

3.10 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

3.11 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties.

3.12 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under Applicable Laws.

3.13 No Personal liability of public officials or the City. To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement. Developer acknowledges that no appropriation of City funds has been or will be made to provide payments or for any City obligations under this Agreement.

3.14 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

3.15 Anti-Boycott Verification, No business with Sanctioned Countries. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing

business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

3.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by the Owner and the City to be effective on the Effective Date.

ATTEST:

CITY OF HUTTO, TEXAS


Name: Holly Nagy
Title: City Secretary

By: WA. H
Name: Warren Hutmacher
Title: City Manager

Date: 1/25/21

APPROVED AS TO FORM:

Name: 
~~Assistant~~ City Attorney
Cristian Parris-Gillet.

OWNER:

KALOGRIDIS AND KALOGRIDIS DEVELOPMENT, LLC

By: 
Mitchell Kalogridis, Managing Member

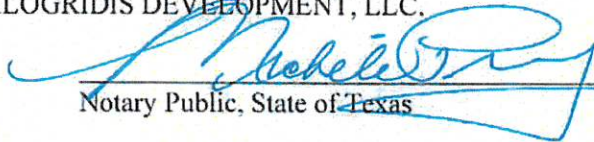
Date: January 21st, 2021

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21st day of January, 2021 by, Mitchell Kalogridis, Managing Member of KALOGRIDIS AND KALOGRIDIS DEVELOPMENT, LLC on behalf of KALOGRIDIS AND KALOGRIDIS DEVELOPMENT, LLC.

(SEAL)




Notary Public, State of Texas

MICHELE PERRY
Name printed or typed

AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.
Meeting: Thursday, January 20, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.2.



To: City Council
Subject: Update on speed limit concerns. (Chief Jim Stuart)
Meeting: Thursday, January 20, 2022
Department: Police Department /
Staff Contact: Matt Wojnowski

BACKGROUND INFORMATION:

Hutto PD deployed speed trailers 23 times in 2021. Of these deployments, 13 were in subdivisions with speed limits of 30 mph. The majority of the neighborhoods had 98-99% compliance with the posted speed limit. Of the vehicles over the 30 mph speed limit, approximately 90% were in the 31-35 mpg range. The exceptions being wider roads like Little Lake and Estate Drive where the roads are long and straight.

SUMMARY OF REQUEST:

Staff does not recommend a speed limit reduction as the data shows 98% compliance with the current posted speed limits. Continued targeted speed limit enforcement will manage any issues.

STAFF REVIEW:

Chief Jim Stuart, Matt Wojnowski

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Speed_Limit_Study
2. Speed_Limit_Study
3. SpeedLimits_Texas_Municipal_League

STREET NAME	SPEED LIMIT
A	
ABAMILLO COURT	30
ACADIA COVE	30
ADAMAE LANE	30
ADELINE ROAD	30
ADRIANA LANE	30
AGUILAR DRIVE	30
ALBANY WAY	30
ALMQUIST STREET	30
ALTAMONT STREET	30
ANDERSON STREET	30
ANDROSS COURT	30
ANTHONY STREET	30
AOUDAD ROAD	30
ARANSAS RIVER ROAD	30
ARMANO BAYOU WAY	30
ARNAGE DRIVE	30
ASCARI COURT	30
ATTOYAC BAYOU DRIVE	30
AUSTIN BAYOU DRIVE	30
AUTUMN LEAF ROAD	30
B	
BABBLEBROOK WAY	30
BAKERS COVE	30
BAKERS LANE	30
BALDWIN STREET	30
BALLENTINE COURT	30
BALSAM STREET	30
BANKSIDE DRIVE	30
BARLEY FORK LANE	30
BARTON CREEK LANE	30
BAXENDALE STREET	30
BAYLISS STREET	30
BEACON COVE	30
BEAR OAK STREET	30
BEARTOOTH WAY	30
BEEFWOOD COVE	30
BENNETT COVE	30
BENT CREEK DRIVE	30
BERRYHACK COURT	30
BIG CYPRESS BAYOU ROAD	30
BIG SANDY CREEK DRIVE	30
BIRMINGHAM COURT	30
BLACKMAN COURT	30
BLACKMAN TRAIL	30
BLEWETT DRIVE	30

BLUEJACK WAY	30
BLUEJAY COVE	30
BOWIE LANE	30
BRANSON BOULEVARD	30
BRIDGES AT CROSS CREEK BOULEVARD	30
BRISCOE COVE	30
BROCK COVE	30
BROOKE STREET	30
BROOKLANDS BOULEVARD	30
BROOKSIDE STREET	30
BROWN STREET	30
BUBBLING BROOK DRIVE	30
BUESCHER COVE	30
C	
CAMELLIA DRIVE	30
CAMPOS DRIVE	30
CANADIAN COVE	30
CANLEY LOOP	30
CANOE COVE	30
CAPITOL STREET	30
CAROL DRIVE	30
CARRINGTON STREET	30
CASSANDRA DRIVE	30
CASTLE DRIVE	30
CATTAIL COVE	30
CHARTER OAK DRIVE	30
CHICKASAW LANE	30
CHURCH STREET	30
CLARKS WAY	30
CLEARLAKE DRIVE	30
CLOUD ROAD	30
CO OP BOULEVARD	30
COCKRILL COURT	30
COCKRILL COVE	30
COCKRILL STREET	30
COCONUT COVE	30
COLLEGE STREET	30
COLTHORPE LANE	30
COMAL RUN	30
COMBE DRIVE	30
CONCAN DRIVE	30
CONCHO PEARL PLACE	30
CONCHO RIVER DRIVE	30
COOLRIDGE COURT	30
CORNFIELD WAY	30
COROLLA COURT	30
COTTON CREEK WAY	30

COTTON COVE	30
COTTONWOOD DRIVE	30
COUNTRY ESTATES DRIVE	30
COVENTRY DRIVE	30
CRAFT STREET	30
CRANBROOK LANE	30
CREEK BEND COVE	30
CREEK HOLLOW DRIVE	30
CREEK LEDGE DRIVE	30
CREEKSIDE DRIVE	30
CRESTON COVE	30
CRESTON STREET	30
CROW PASTURE AVENUE	30
CYRIL DRIVE	30
D	
DANA DRIVE	30
DAVID DRIVE	30
DAYMON COURT	30
DECKER DRIVE	30
DELBY STREET	30
DELIA CHAPPA LANE	30
DEMPS STREET	30
DENTON DRIVE	30
DICKINSON BAYOU COVE	30
DOC JOHNS DRIVE	30
DOCKING IRON DRIVE	30
DOODLE LANE	30
DOWDY COVE	30
DUNHILL STREET	30
DURANGO DOWNS DRIVE	30
DUROC DRIVE	30
E	
EAST AUSTIN AVENUE	30
EAST FRONT STREET	30
EAST LIVE OAK STREET	30
EAST METCALFE STREET	30
EAST PECAN STREET	30
EAGLE LAKE DRIVE	30
EAST STREET	30
EASY COVE	30
EASY STREET	30
EDISON DRIVE	30
ELI WHITNEY WAY	30
ELM CREEK DRIVE	30
EMMA LYNN LANE	30
EMORY CROSSING BOULEVARD	30
EMORY FARMS AVENUE	30

EMORY FIELDS COVE	30
EMORY FIELDS DRIVE	30
EMORY STABLE DRIVE	30
ENCLAVE WAY	30
ENGLENOOK DRIVE	30
ERIN COVE	30
ESPARZA COURT	30
ESTREETATE COVE	30
ESTATE DRIVE	30
EVANS STREET	30
EVERGLADES COVE	30
EXCHANGE BOULEVARD	30
F	
FAIRMEADOW DOWNS DRIVE	30
FARLEY STREET	30
FARM CREEK COVE	30
FARM CREEK DRIVE	30
FARMHOUSE COVE	30
FARMHOUSE DRIVE	30
FINLEY STREET	30
FISHBAUGH LANE	30
FISTREETRAL DRIVE	30
FLAT ROCK DRIVE	30
FLINN STREET	30
FLOATING LEAF DRIVE	30
FLOWERS AVENUE	30
FORSYTH COURT	30
FORT CLARK SPRINGS DRIVE	30
FOXGLOVE DRIVE	30
FRIO RIVER TRAIL	30
G	
GAINER COURT	30
GAINER COVE	30
GAINER DRIVE	30
GARCITAS CREEK LANE	30
GARRETT COURT	30
GEMSBOK ROAD	30
GOLDEN LANE	30
GOLDEN PLAINS PKWY	30
GRACIE WAY	30
GRANT COVE	30
GRAPEFRUIT ROAD	30
GRASSLANDS TRAIL	30
GRAY FOX COVE	30
GRAY FOX LOOP	30
GREAT WESTERN DRIVE	30
GREENFINCH STREET	30

GREENS BAYOU TRAIL	30
GRISHAM DRIVE	30
GROVES LANE	30
GUADALUPE BASS ROAD	30
GUERNSEY AVENUE	30
GUERNSEY COVE	30
GURLEY COVE	30
H	
HACKBERRY BRANCH DRIVE	30
HAGUE STREET	30
HALSEY STREET	30
HANSTROM COURT	30
HANSTROM DRIVE	30
HARLAN DRIVE	30
HARVEST LANE	30
HAWKINS COURT	30
HAY NEEDLE LOOP	30
HEDGE GREEN HOLLOW	30
HELEN COVE	30
HELEN ROAD	30
HENDELSON LANE	30
HEREFORD LOOP	30
HERRERA COURT	30
HERRERA TRAIL	30
HERSEE COURT	30
HIBISCUS DRIVE	30
HOLBROOKE STREET	30
HOLLAND STREET	30
HOLMAN PATH	30
HOLMSTROM STREET	30
HONDO LANE	30
HONEY LOCUST WAY	30
HORIZON COVE	30
HORNBILL DRIVE	30
HUTTO STREET	30
HYLTIN STREET	30
I	
INMAN DRIVE	30
IOLA DRIVE	30
IRINA COVE	30
IRINA DRIVE	30
J	
JACOBS WELL DRIVE	30
JANIS MAE DRIVE	30
JASMINE WAY	30
JETHRO TULL DRIVE	30
JIM CAGE LANE	30

JOHNSON COVE	30
JOHNSON DRAW ROAD	30
K	
KAATZ LANE	30
KAKI COVE	30
KATES WAY	30
KERLEY COURT	30
KERLEY DRIVE	30
KILLIAN LOOP	30
KING LANE	30
KNIPPA COVE	30
KNOWLES DRIVE	30
KOTHMAN DRIVE	30
KRAUSE SPRINGS DRIVE	30
KYLE STREET	30
L	
LADYBUG LANE	30
LAGUNA COVE	30
LAKEMONT DRIVE	30
LANCASTER STREET	30
LANCIA STREET	30
LAUREN WAY	30
LAVACA LOOP	30
LAVACA RIVER LANE	30
LEGENDS OF HUTTO TRAIL	30
LEON RIVER LOOP	30
LEONA RIVER TRAIL	30
LIARD RIVER ROAD	30
LIBERTY STREET	30
LIDELL STREET	30
LIGHTFOOT COURT	30
LIMMER LOOP	30
LINCOLANE STREET	30
LITTLE LAKE ROAD	30
LLANO RIVER TRAIL	30
LONE STAR BOULEVARD	30
LONE STAR COURT	30
Longbridge Drive	30
LORYN DRIVE	30
LOSOYA COURT	30
LOW BRAMBLE DRIVE	30
LUCKY CLOVER LANE	30
LUCY COVE	30
LUNA VISTA DRIVE	30
LYREBIRD LANE	30
M	
MADISON LANE	30

MAGER LANE	30
MAGNOLIA RANCH LANE	30
MAIN STREET	30
MALLARD COVE	30
MANGOLD DRIVE	30
MANNY COVE	30
MARIMOOD DRIVE	30
MARJORIE DRIVE	30
MARKLAWN LANE	30
MARVIN COVE	30
MATLOCK CIRCLE	30
MATTHEW COVE	30
MATTHEW DRIVE	30
MATTINGLY STREET	30
MAY STREET	30
MCCORMICK COVE	30
MCCOY LANE	30
MEADOW LARK LANE	30
MEADOWSIDE DRIVE	30
MEAGAN COVE	30
MESQUITE BRIAR TRAIL	30
METHODIUS DRIVE	30
MILLINER LOOP	30
MILLOOK HAVEN	30
MINOW PASS	30
MITCHELL DRIVE	30
MOCKINGBIRD COVE	30
MOLLIE DRIVE	30
MONTEFORTE ROAD	30
MONTEGO STREET	30
MONTELL LANE	30
MOOSE ROAD	30
MORNING DOVE DRIVE	30
MOSSY ROCK COVE	30
MOSSY ROCK DRIVE	30
MOUNTAIN MAPLE STREET	30
MULBERRY CREEK LANE	30
MUSSELMAN COURT	30
N	
NAVIDAD RIVER DRIVE	30
NETTLE SWAP DRIVE	30
NORTH ASH COVE	30
NORTH CREEK BEND DRIVE	30
NORTH EMORY COVE	30
NORTH PASTURE COVE	30
NORTH PAULEY DRIVE	30
NUECES RIVER TRAIL	30

O	
OAKDALE MEADOWS LANE	30
OCONEE STREET	30
OLDBRIDGE DRIVE	30
OMAN STREET	30
OPEN RANGE DRIVE	30
ORCHARD WAY	30
ORGAIN STREET	30
OSIER PASS	30
OSTRACODA LANE	30
OTELLO WAY	30
OTTAVIANO WAY	30
OZARK DRIVE	30
P	
PADDINGTON WAY	30
PAIGE BEND	30
PALESTREETINE COVE	30
PALLANO ROAD	30
PANICO ROAD	30
PAPAYA COVE	30
PARK STREET	30
PEACEFUL HAVEN WAY	30
PEARLAND STREET	30
PEARSALL LANE	30
PEASE RIVER WAY	30
PEBBLE PATH	30
PEMBROKE COURT	30
PENTIRE WAY	30
PHEASANT COVE	30
PHILLIPS STREET	30
PIERCE STREET	30
PINE ISLAND BAYOU DRIVE	30
PINKERTON DRIVE	30
PLANTAIN DRIVE	30
POND WAY	30
POTTER COVE	30
PRONGHORN STREET	30
PULITZER DRIVE	30
PUMPKIN DRIVE	30
Q	
QUAIL CIRCLE	30
QUAIL HOLLOW DRIVE	30
QUARRYMAN DRIVE	30
QUARTON DRIVE	30
R	
REAGAN WELLS DRIVE	30
RED BUCKEYE STREET	30

REDBUD	30
REDFISH LANE	30
RHONDA COVE	30
RICHARDS DRIVE	30
RINEHARDT STREET	30
RIOS STREET	30
RIVERBED PASS	30
RIVERWALK DRIVE	30
ROAMING DRIVE	30
ROCHESTER LANE	30
ROSS STREET	30
ROUND BALE ROAD	30
ROZNOVAK STREET	30
RYAN COVE	30
S	
SABINE RIVER DRIVE	30
SAMSON DRIVE	30
SAN ANTONIO RIVER WALK	30
SAN BERNARD TRAIL	30
SANDRA ANN WAY	30
SAPELO STREET	30
SARNELLA WAY	30
SASSAFRAS STREET	30
SAUL STREET	30
SAVIANO ROAD	30
SCHNEIDER BOULEVARD	30
SCOTSBURG STREET	30
SCURLOCK COURT	30
SEAHOLM LANE	30
SEBRING CIRCLE	30
SHERMAN STREET	30
SHILOH COVE	30
SIKA COVE	30
SIMMENTAL LOOP	30
SKYLARK COVE	30
SKYLARK LANE	30
SOPAPILLA WAY	30
SOPHORA DRIVE	30
SOUTH ASH COVE	30
SOUTH BRUSHY STREET	30
SOUTH CREEK BEND DRIVE	30
SOUTH PASTURE DRIVE	30
SOUTH PAULEY DRIVE	30
SPARROW ROAD	30
ST. MARY'S DRIVE	30
STELLAMAR DRIVE	30
STEVEN STREET	30

STEWART DRIVE	30
STINCHCOMB ROAD	30
STONE FORK LANE	30
SULPHUR RIVER LOOP	30
SWEETWATER CREEK LANE	30
SWENSON DRIVE	30
SWINDOLL LANE	30
SYLVAN STREET	30
T	
TANGLEWOOD LANE	30
TAYLOR STREET	30
TEA ROSE TRAIL	30
THURMAN HOLT ROAD	30
TIMBER BROOK DRIVE	30
TOBY TRAIL	30
TOKALAUN DRIVE	30
TOLCARNE DRIVE	30
TORRE MILETO WAY	30
TOWAN WAY	30
TRICIA COVE	30
TRICIA LANE	30
TRINITY RIVER RUN	30
TROPEANA LANE	30
TWILIGHT WAY	30
U	
ULMUS STREET	30
UTOPIA LANE	30
UVALDE DRIVE	30
V	
VICO ROAD	30
W	
WALKER STREET	30
WALLIN FARMS COVE	30
WALLIN FARMS DRIVE	30
WALLIN STREET	30
WARBLER COVE	30
WARNER BEND	30
WATERBUCK COVE	30
WATERBUCK LOOP	30
WATERGATE WAY	30
WATERLILY WAY	30
WATERWAY AVENUE	30
WATKINVILLE ROAD	30
WATTLES STREET	30
WEGSTROM STREET	30
WELLS BEND	30
WELLS BEND COURT	30

WEST AUSTIN AVENUE	30
WEST FRONT STREET	30
WEST LIVE OAK STREET	30
WEST METCALFE STREET	30
WEST PECAN STREET	30
WEST STREET	30
WESTFIELD STREET	30
WHELK LOOP	30
WHIRLING EDDY COVE	30
WHISPER RILL DRIVE	30
WHITEROCK CREEK DRIVE	30
WHITFIELD STREET	30
WICHITA RIVER ROAD	30
WILD ANGLER WAY	30
WILEY STREET	30
WILL LANE	30
WILLIAMS WAY	30
WILLOWBROOK DRIVE	30
WILSON COURT	30
WIMBERLEY STREET	30
WIND ELM DRIVE	30
WIND TRAIL	30
WINDY REED ROAD	30
WOLD DRIVE	30
WOLSELEY COVE	30
WOLSELEY DRIVE	30
WREN COVE	30
WREN TRAIL	30
X	
Y	
YUKON COVE	30
Z	
ZAGATO STREET	30

Speed Limit Study



- City Limits
- Roadways Outside of City Limits
- Speed Limits
 - 10 MPH
 - 15 MPH
 - 25 MPH
 - 30 MPH
 - 35 MPH
 - 40 MPH
 - 45 MPH
 - 50 MPH
 - 55 MPH
 - 60 MPH
 - 65 MPH
 - 80 MPH

Speed Limits

Speed limits on Texas roads (including city streets) are generally set by statute. TEX. TRANSP. CODE § 545.352. The statute includes the following speed limits:

Street in Urban District	30 mph
Alley in Urban District	15 mph
Highway Numbered by State Outside Urban District	70 mph 65 mph-night
Other Highway Outside Urban District	60 mph 55 mph-night

The speed limit on most city streets is 30 miles per hour because an “urban district” is land adjacent to and including a highway, if the land has structures that are used for business, industry, or residences and the buildings are located at intervals of less than 100 feet for a distance of at least one quarter mile on each side of the highway. *Id.* (Note: the term “highway” in the statute means any road. Compare to the term “state highway,” which refers to state-owned and operated highways.)

The governing body of a city, for a street in the city, including a state highway, has the same authority to alter the above speed limits as the Texas Transportation Commission has for an officially designated or marked highway of the state highway system. However, the governing body of a city may not establish a speed limit of more than 60 miles per hour. *Id.* § 545.356.

A city may lower the state-mandated speed limit by performing an engineering and traffic investigation and determining that the prima facie speed limit is unreasonable or unsafe for that road. *Id.* § 545.353. If requested by the school, the city must hold a public hearing at least once each calendar year to consider prima facie speed limits on a highway in the city, including a state highway, near the school or institution of higher education. *Id.* § 545.357.

Before lowering the speed limit, the city must follow the “Procedures for Establishing Speed Zones,” which can be found at the Texas Department of Transportation’s Web site at <http://www.dot.state.tx.us/publications/traffic/szn.pdf>, and consider width and condition of the pavement, the usual traffic at the affected area, and other circumstances. *Id.* The only instance in which a city may lower a speed limit without a traffic study, to as low as 25 miles per hour, is if the road is in an urban district, is less than four lanes, and is not a state highway. A city should contact the Texas Department of Transportation before conducting a study or attempting to alter the speed limits on state highways within the city limits. A Texas Transportation Commission order declaring a speed limit on a part of a designated or marked route of the state highway system supersedes any conflicting designated speed established by a city. *Id.* § 545.359.

A speed limit that is altered by a city is effective when the governing body erects signs giving notice of the new limit. *Id.* § 545.357. Cities do not have the authority to alter speed limits outside of city boundaries.

The Texas Manual on Uniform Traffic Control Devices provides some guidelines for installing speed limit signs. Section 2B.18 states that speed limit signs should be placed: (1) where the speed limit changes; and (2) beyond major intersections and at other locations where it is necessary to remind road users of the correct speed limit.

More information on altering speed limits is available at the Texas Department of Transportation's Web site at www.dot.state.tx.us.

AGENDA ITEM REPORT

9.3.



To: City Council
Subject: Update on TSTC Agreement. (City Manager Turner)
Meeting: Thursday, January 20, 2022
Department: City Manager /
Staff Contact: Stacy Schmitt

BACKGROUND INFORMATION:

As a result of staff and TSTC leadership meetings, the two interlocal agreements have been reviewed and recommendations for reconsidering a new interlocal agreement and payment plan discussed.

SUMMARY OF REQUEST:

City Management is requesting a Council Committee review agreement and meet with staff and TSTC.

STAFF REVIEW:

FINANCIAL IMPACT:

The existing interlocal agreement between the City, TSTC and Hutto ISD signed in June 2019, includes payment of \$125,000 each year through the term of the agreement in 2037. The City is behind three years of payments with the next being due in March 2022. This was not included in the current budget.

POLICY IMPLICATIONS:

ATTACHMENTS:

1. TSTC - City of Hutto and EDC

**2019 INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF HUTTO, TEXAS,
THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B,
THE HUTTO INDEPENDENT SCHOOL DISTRICT, AND
TEXAS STATE TECHNICAL COLLEGE**

THIS 2019 INTERLOCAL AGREEMENT (hereinafter "2019 Interlocal Agreement") replaces the Interlocal Agreement, having an effective date of April 7, 2011, (hereinafter "2011 Interlocal Agreement") made by and between the City of Hutto, Texas, ("City"), the Hutto Economic Development Corporation Type B (the "HEDC B"), the Hutto Independent School District (the "HISD") and Texas State Technical College ("TSTC"), acting by and through their respective authorized officers, (jointly referred to herein as the "Parties").

RECITALS:

WHEREAS, V.T.C.A. Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health, safety, and welfare of the inhabitants of this State and the mutual benefits of the Parties; and

WHEREAS, Parties to the 2011 Interlocal Agreement have performed under said 2011 Interlocal Agreement since its effective date of April 7, 2011, which is attached for reference as **Exhibit "D;"** and

WHEREAS, Temple College ("Temple") and Texas State Technical College (TSTC) constructed the first 112,000 square foot educational facility on a site depicted on **Exhibit "A"** as Building 1, attached hereto and incorporated, hereinafter referred to as East Williamson County Higher Education Center (EWCHEC); and

WHEREAS, in order for Temple and TSTC to continue to operate and grow EWCHEC in Hutto, Texas at the site depicted in **Exhibit "A,"** TSTC, as facility owner, requires a commitment from the City, HEDC and HISD to contribute a certain collective sum of money on an annual basis to offset EWCHEC costs; and

WHEREAS, the City, HISD and HEDC B strongly encourage the continued support and growth of EWCHEC in Hutto, Texas; and

WHEREAS, the Parties wish to clarify, amend and restate certain provisions of the 2011 Interlocal Agreement to establish certain performance requirements and standards attached as **Exhibit "B"** to indicate how education opportunities for area residents will be met and improved upon;

WHEREAS, in order to continue to facilitate the financing of EWCHEC, the Parties have cooperated in the creation of the East Williamson County Higher Education Center (EWCHEC), pursuant to Chapter 130.092 of the Texas Educational Code;

WHEREAS, the City sponsored an election in November 2017 whereby the sales tax supporting

the HEDC (Type A) was terminated and a new sales tax established for the benefit of the Hutto Economic Development Corporation Type B (HEDC "B") was created. The election was successful. The purpose of the election was to create a sales tax in the newly created HEDC B, which has more flexibility regarding economic development. The HEDC and HEDC B, are entitled to enter into this 2019 Interlocal Agreement pursuant to the provisions of Texas Education Code Chapter 130.092(f), which provides that, notwithstanding any other provision in the laws of the State of Texas, entities created by a political subdivision such as the City of Hutto (such as the HEDC and the HEDC B) may enter into long-term agreements to finance or refinance the acquisition, purchase, construction, improvement, renovation, enlargement or equipping the physical facilities and may be made to a long-term agreement with member institutions, political entities and other entities;

WHEREAS, the HEDC has assigned its obligations under the 2011 Interlocal Agreement to the newly created economic development corporation, the Hutto Economic Development Corporation Type B; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

SECTION 1.

This Agreement is entered into by and between the Parties hereto pursuant to the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq. The provisions of Chapter 791 of the Government Code are incorporated in this Agreement and this Agreement shall be interpreted in accordance with this Act,

SECTION 2.

The Recitals listed herein are hereby adopted by the Parties as true and correct.

SECTION 3.

As conditioned herein, the City of Hutto hereby commits to continue to pay to TSTC the sum of **ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000)** on or before the first day of March of each year for 25 years, beginning in 2012 and ending in 2036.

SECTION 4.

As conditioned herein, the HEDC B hereby commits to pay to TSTC the sum of **ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000)** on or before the first day of March of each year for 25 years, beginning in 2012 and ending in 2036.

SECTION 5.

The HEDC B, by signing this 2019 Interlocal Agreement, agrees to assume and perform the obligations of the HEDC under the 2011 Interlocal Agreement commencing on the effective date of the execution of this 2019 Interlocal Agreement.

SECTION 6.

As conditioned herein, the HISD hereby commits to pay to the TSTC the sum of **ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000)** on or before the first day of March of each year for 25 years, beginning in 2012 and ending in 2036.

SECTION 7.

As consideration for the payments listed above, Temple and TSTC agree to collectively cooperate in the construction and operation of EWCHEC at the location shown on Exhibit "A," attached herein. The initial building at EWCHEC, consists of the construction of at least 112,000 square feet of facilities dedicated to educational activities.

SECTION 8.

In accordance with Exhibit "B," and in addition to providing an annual report and plan to the City, the Parties agree, for the duration of this 2019 Interlocal Agreement, to have one (1) annual meeting and review of current progress to ensure the performance requirements under this Agreement are met. The annual review may include, but is not limited to, reviewing economic trends and developments in the community, assessing occupational and educational needs of area residents, reviewing labor market data and industry relations, inspecting numbers and data reflecting the number of TSTC graduates leaving and staying in Williamson County, and determining the feasibility of reaching the economic goals and performance requirements as set out in this Agreement. The annual review will allow the Parties to amend and adjust this 2019 Interlocal Agreement by methods outlined in Section 12 of this Agreement based on the annual review and economic assessment.

SECTION 9.

Each Party shall be liable for its acts of negligence or wrongdoing. Each Party shall carry professional liability, general liability insurance, automobile, workers compensation or such other insurance as is customary and reasonable for normal operations of a governmental unit of the State of Texas and shall list this 2019 Interlocal Agreement as an additional named insured on a Certificate of Insurance. Any contractor or other builder of the project shall be required to obtain public works payment and performance bonds, workers compensation and other customary builders risk coverage naming the Parties and each governmental unit as the beneficiaries and additional named insured.

SECTION 10.

The City, HEDC B, and HISD agree that the commitments made under this agreement are made under the conditions of Texas Education Code Chapter 130.092(f).

SECTION 11.

Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail to the addresses set out herein in the respective signature blocks, and shall be deemed to have been received on the third business day after deposit in the U.S. mail. Either Party may from time to time designate any other address for this purpose by written notice to the other Party.

SECTION 12.

Any amendments or modifications of this Agreement, including adjustment of performance requirements of any Party based on changes in the economy and economic conditions of Williamson County and Hutto, TX, will only be binding if evidenced in writing and agreed to and signed by each Party or an authorized representative of each Party.

SECTION 13.

Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

SECTION 14.

The terms and conditions of this Agreement supersede all other agreements, written or oral, between the Parties regarding the subject matter of this Agreement.

SECTION 15.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance with the original intent of the Parties. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

SECTION 16.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

SECTION 17.

The Parties agree that future payments under this 2019 Interlocal Agreement shall be conditioned upon TSTC meeting certain performance requirements as set out in Exhibit "B" to this agreement.

SECTION 18.

TSTC agrees that the Parties have performed their obligations under the 2011 Interlocal Agreement to the date of this 2019 Interlocal Agreement.

IN WITNESS WHEREOF the above bounden Parties have executed this Agreement this 5th day of June, 2019.

(Signatures on Next Page)

CITY OF HUTTO
500 W. Live Oak Street
Hutto, Texas 78634

By: [Signature]
Name: Odie Jones
Date: 6/5/19

HUTTO INDEPENDENT SCHOOL DISTRICT
200 College Street
Hutto, Texas 78634

By: [Signature]
Name: Celina Estrada Thomas
Date: 14 May 2019

HUTTO ECONOMIC DEVELOPMENT
CORPORATION TYPE B
500 W. Live Oak Street
Hutto, Texas 78634

By: [Signature]
Name: Steven R Harris
Date: 05-15-2019

TEXAS STATE TECHNICAL
COLLEGE
3801 Campus Drive
Waco, Texas 76705

By: [Signature]
Name: Jonathan Hoekstra
Date: 8 May 2019

EXHIBIT A

EWCHEC Master Plan

EXHIBIT B

Performance Standards

Background: Pursuant to Chapter 135 of the Texas Education Code, TSTC works diligently to serve the needs of Texas industry in acquiring the technically skilled workers to grow and contribute to the economic development of the state. In the last several years, TSTC's efforts in working with the community and legislature have resulted in the building of several campuses, including locations in Red Oak, Fort Bend County, and Abilene. Funding mechanisms for TSTC buildings are twofold: Tuition revenue bonds approved by the Texas Legislature and private contributions by industry and communities. Future payments under this will be predicated on the good faith effort of TSTC to coordinate closely with the City of Hutto and the Hutto EDC to continue the growth of TSTC in Williamson County, commensurate with the industry demand and growth of the City of Hutto. In addition, an annual review of goals, and operational constraints, will be closely assessed to ensure alignment of strategic initiatives between the Parties. Programmatic decisions for TSTC, and specifically those relating to this inter-local agreement, will be made using existing labor market intelligence capacities, occupational demand forecasts, and the Perryman Report Co-Commissioned by the City, TSTC, and HISD in 2018. Proof of attainment in the form of written memorandum, signed by TSTC officials, may be provided annually to the City of Hutto. Memorandum of Understanding shall be conditioned upon TSTC meeting the following agreed upon performance standards:

- **First Standard:** TSTC will partner with HISD to provide post-secondary training options to fully meet workforce demand in Hutto and the surrounding eastern Williamson County area. TSTC will provide channels of recruitment, post-secondary counseling, and financial resources including scholarship funds to students graduating from Hutto High School wishing to attend TSTC in Hutto. Dual enrollment pathways will be explored with all partner institutions at EWCHEC and reconciled with existing capacities and industry needs in an effort to increase the numbers of dual-enrollment students annually. Today, several dual enrollment pathways exist between TSTC and HISD, and HISD's strategic vision for their graduates will serve as a key component of this plan.
 - o **Performance Requirement:** Annually allocate a minimum of \$25,000 in scholarship funds, only available to Hutto High School graduates, to enroll in a dual enrollment pathway and matriculate into full or part-time enrollment at TSTC in Hutto,
 - o **Performance Requirement:** Hold an annual parent, teacher, counselor, and student TSTC Day, hosted by TSTC staff at Hutto High School, to recruit students and apprise parents of the dual enrollment pathways and value proposition of TSTC in Hutto,
 - o **Performance Requirement:** Calculate an annual reconciliation of dual enrollment pathways to ensure they are germane to industry demand in Hutto and serve the economic development needs of Hutto and Williamson County, followed by close coordination with HISD to affirm training capacities and district priorities in dual enrollment.
- **Second Standard:** TSTC's mission demands that we closely monitor industry and market trends to determine optimal program mix that results in high salaries and extensive opportunities for graduates. The program mix is also closely correlated with regional demand via a number of data collection methods. This information is then reconciled with existing capacities to create strategic recruitment, dual enrollment, facilities, and growth plans at every TSTC location. During this process, TSTC will work to acquire the necessary funding to begin planning for the design and construction of the next facility at the EWCHEC campus.

- o **Performance Requirement:** Grow training capacity and aggregate student count in dual enrollment, traditional enrollment, and workforce training by continually optimizing capacities in the current facility. Annually assess and optimize instructional capacities to ensure sufficient use of instructional resources. The annual total headcount enrollment growth goal is to be set at 3%, with the understanding that economic, operational, and physical constraints often exist that may result in a higher or lower attainment.
- o **Performance Requirement:** Using labor market intelligence capacities, determine and provide the City an annual report with information relating to the occupational demands in sectors relating to the strategic and economic development priorities of the City, including advanced manufacturing, allied health, commercial and building construction, and information technology.
- **Third Standard:** TSTC is a state agency and technical college system serving the needs of the entire state of Texas. However, we also are keenly aware of the economic development priorities of the local and regional bodies we serve, and can develop a plan to increase the percentage of graduates working in our local communities as the market allows.
 - o **Performance Requirement:** Develop an annual plan, based on industry relations, labor market data, and existing capacities to increase the number of TSTC-Hutto graduates who stay in Hutto and/or Williamson County post-graduation. This plan will be provided to the City of Hutto as part of a comprehensive effort aimed at demonstrating our commitment to local economic development. The number of TSTC graduates leaving Williamson County and staying will be documented for monitoring purposes.
- **Fourth Standard and Requirement:** The vision for the EWCHEC campus is to be a multi-building campus on the 57-acre location off SH130 in Hutto, serving as many students as capacity will allow and demand requires through its partners, TSTC, Temple College, and Texas A&M Central Texas. The existing facility, in technical training areas, is at approximately 90% training capacity. As enrollment surpasses 70% of identified capacity in future buildings, the EWCHEC partners will notify the City of strategic discussions regarding future building development per the EWCHEC Master Plan (Exhibit A) in which the partners in this agreement would collaborate on funding mechanisms for future growth and expansion. In the current (2019) Legislative Session, there is a pending 16.5 million dollar request to build the next training facility at the EWCHEC site.

Once negotiations for future building developments have been triggered, the Parties in this agreement, City of Hutto, HEDC B, HISD, and TSTC shall take a proposed development plan to build to their respective boards within nine months.

EXHIBIT C

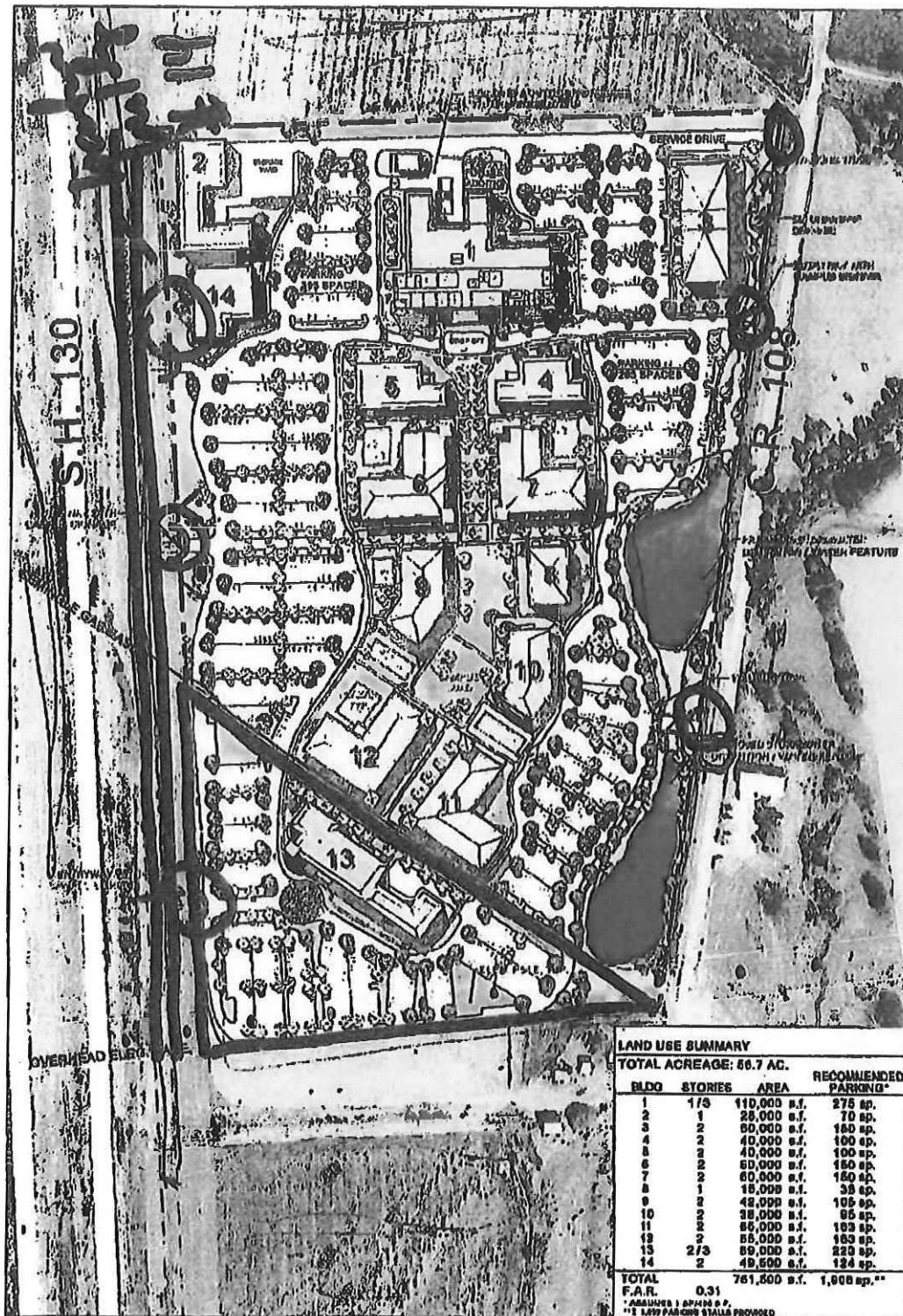
Perryman Hutto Workforce Needs 2018 Study

EXHIBIT D

2011 Interlocal Agreement

EXHIBIT A

EWCHEC Master Plan



SEC Planning, LLC
 Good Planning • Landscape Architecture • Community Building
 1001 W. 10th St., Suite 100
 Fort Worth, TX 76102
 817.335.1111

CAMPUS MASTER PLAN
EWCHEC
 HUNTO, TEXAS



Scale: 1" = 200'
 Date: May 10, 2010

© 2010 SEC Planning, LLC. All rights reserved. This plan is a conceptual drawing and does not represent a final design. It is intended to provide a general overview of the proposed campus master plan. It is not intended to be used for construction or other purposes. The plan is subject to change without notice. The plan is not a legal document and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT B

Performance Standards

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*Current and Projected Workforce and Training
Needs in Hutto and the Surrounding Area*

April 2018



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Summary of Study Results

- The City of Hutto and the rest of eastern Williamson County have been in the midst of a rapid expansion, a pattern which is expected to continue. The Perryman Group estimates that since 2001, total employment in the City of Hutto and surrounding portions of eastern Williamson County has almost tripled, up from about 9,908 in 2001 to an estimated 29,227 in 2017.
- Over the next 15 years, The Perryman Group estimates that employment in the area will almost triple again, with even higher demand for workers when replacement needs are considered.
- Employment expansion in the area over the next five years is forecast to be 8.17% per year. This rate of growth far exceeds that of the county as a whole, the state, and the Capitol Area region by a wide margin. The largest gains in jobs are projected to occur in the health care and social assistance sector of the economy. The accommodations and food service sector will likely see the second-largest number of net new jobs over the period, with most sectors adding hundreds of jobs
- Over the next 15 years, demand for workers from jobs growth and replacement needs is projected to be more than 15,700 in Hutto and the surrounding eastern Williamson County area. The major occupational groups in need of the largest numbers of workers are (1) office and administrative support and (2) food preparation and serving related. This pattern is typical of most areas of the country given the labor-intensive nature of these sectors.
- Growth is almost inevitable, but the quality of outcomes for area students, current and future residents, businesses, and public entities will be determined in part by the extent of effective preparation and planning.

Introduction

The City of Hutto and the rest of eastern Williamson County have been in the midst of a rapid expansion, a pattern which is expected to continue. Over the next 15 years, The Perryman Group estimates that employment in the area will almost triple; with even higher demand for workers when replacement needs are considered. Providing the training to fully meet this demand will involve both public schools and higher education, and it will require both public-sector and private-sector cooperation for optimal results.

The Perryman Group (TPG) was recently asked to examine recent and expected future workforce needs in Hutto and the surrounding eastern Williamson County area in order to offer a perspective on the specific industries, occupations, and training programs which likely experience the fastest growth and greatest needs. This report, together with the accompanying comprehensive workbook, present the results of this analysis.

Providing the training to fully meet workforce demand in Hutto and the surrounding eastern Williamson County area will involve both public schools and higher education, and it will require both public-sector and private-sector cooperation for optimal results.

Employment Forecast for the Hutto Area

Employment growth in the Hutto area is determined in part by conditions in the nation, state, and Williamson County as a whole. As part of the greater Austin region, the Williamson County population and economy has been growing rapidly for a number of years, and the eastern segments of the county are currently in the midst of a notable expansion.

The Perryman Group's latest forecast calls for moderate growth in the United States, with employment expansion at a 1.55% annual pace. (Note that these growth percentages are compound annual growth rates, meaning that they reflect

As part of the greater Austin area, Williamson County has been growing rapidly for a number of years, and the eastern segments of the county are currently in the midst of a notable expansion.

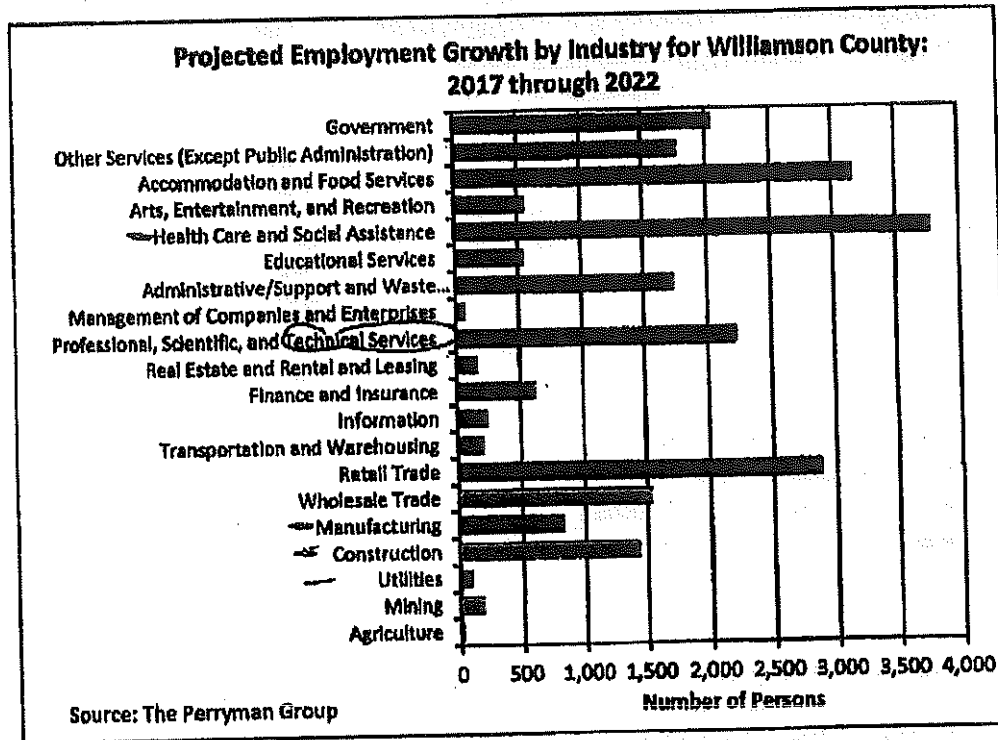
changes in the base from which growth is calculated.) Employment in the US is expected to reach 158.1 million in 2022, representing a gain of about 11.7 million net new jobs over the period.

For Texas, The Perryman Group estimates that 1.4 million net new jobs will be added by 2022, representing a 2.05% annual rate of growth. The Texas economy has been growing at a relatively healthy pace and continues to be widely recognized as an attractive and competitive place to do business. Recovery in the energy sector is improving conditions not only in producing areas, but also in other parts of the state. Manufacturing industries are also expanding, and the number of major corporate locations and expansions in the state has surpassed all other US states for a number of years.

Williamson County

The Perryman Group's forecast for Williamson County calls for growth outpacing the nation and state. Almost 24,000 net new jobs are expected to be added between 2017 and 2022, a 2.56% annual rate of expansion. Leading industries in terms of the numbers of net new jobs include health care and social assistance, accommodation and food service, and retail trade. Several industry

sectors are expected to experience expansion greater than 3% per year through 2022.



The following tables indicate employment growth by industry sector in Williamson County over five-year (through 2022) and 15-year (through 2032) time horizons. Additional detail is included in the accompanying workbook, including employment estimates by subsector and year through the forecast horizon.

Current and Projected Workforce and Training Needs in Hutto and the Surrounding Area 4

Projected Employment Growth by Industry for Williamson County through 2022				
Industry Sector	2017 Value	2022 Projection	Annual Growth Rate	Absolute Growth
Agriculture, Forestry, Fishing, and Hunting	467	481	0.69%	14
Mining, Quarrying, and Oil and Gas Extraction	938	1,115	8.52%	177
Utilities	1,076	1,113	1.64%	87
Construction	13,056	14,481	2.09%	1,425
Manufacturing	12,418	13,244	1.80%	826
Wholesale Trade	13,635	15,164	2.15%	1,529
Retail Trade	24,834	27,712	2.22%	2,878
Transportation and Warehousing	1,646	1,841	2.26%	195
Information	1,855	2,082	2.34%	227
Finance and Insurance	7,011	7,626	1.70%	615
Real Estate and Rental and Leasing	1,717	1,871	1.73%	154
Professional, Scientific, and Technical Services	11,846	13,558	3.63%	2,212
Management of Companies and Enterprises	983	455	3.51%	72
Administrative/Support and Waste Management/Remediation Services	9,774	11,503	3.31%	1,729
Educational Services	2,564	3,102	3.88%	538
Health Care and Social Assistance	17,760	21,533	3.93%	3,773
Arts, Entertainment, and Recreation	2,735	3,283	3.72%	548
Accommodation and Food Services	18,952	22,111	3.13%	3,159
Other Services (Except Public Administration)	10,839	12,672	3.06%	1,773
Government	25,091	27,128	1.57%	2,037
TOTAL	178,102	202,075		23,973
Source: The Perryman Group				

Projected Employment Growth by Industry for Williamson County through 2032				
Industry Sector	2017 Value	2032 Projection	Annual Growth Rate	Absolute Growth
Agriculture, Forestry, Fishing, and Hunting	467	503	0.50%	36
Mining, Quarrying, and Oil and Gas Extraction	998	1,395	2.38%	397
Utilities	1,026	1,259	1.34%	227
Construction	13,056	17,154	1.84%	4,098
Manufacturing	12,418	14,830	1.19%	2,412
Wholesale Trade	13,635	18,081	1.90%	4,446
Retail Trade	24,894	33,267	1.97%	8,493
Transportation and Warehousing	1,646	2,283	2.20%	637
Information	1,855	2,593	2.26%	738
Finance and Insurance	7,011	8,979	1.66%	1,968
Real Estate and Rental and Leasing	1,717	2,210	1.70%	493
Professional, Scientific, and Technical Services	11,346	18,400	3.28%	7,054
Management of Companies and Enterprises	383	610	3.15%	227
Administrative/Support and Waste Management/Remediation Services	9,774	15,145	2.96%	5,371
Educational Services	2,564	4,316	3.53%	1,752
Health Care and Social Assistance	17,760	30,092	3.58%	12,332
Arts, Entertainment, and Recreation	2,735	4,499	3.37%	1,764
Accommodation and Food Services	18,952	28,598	2.78%	9,646
Other Services (Except Public Administration)	10,899	16,297	2.72%	5,398
Government	25,091	31,865	1.50%	6,774
TOTAL	173,107	251,810		78,703
Source: The Perryman Group				

Hutto and the Surrounding Eastern Williamson County Area

As noted, the City of Hutto and the surrounding areas of eastern Williamson County are in the midst of rapid growth in population and employment. The population of the City of Hutto rose from 12,306 in 2000 to 21,241 in 2016 (the most recent estimate from the US Bureau of the Census). Similarly, the population in the City of Taylor expanded from 14,928 in 2000 to 16,492 in 2016. Many smaller communities and rural areas also gained residents over the period.

Economic data is very limited for areas smaller than counties, and The Perryman Group engaged in a complex modeling process to derive estimates of employment in eastern portions of Williamson County.

Localizing county-wide estimates of employment involved methods such as gravity modeling and a comprehensive empirical

The Perryman Group estimates that since 2001, total employment in the City of Hutto and surrounding portions of eastern Williamson County has almost tripled.

assessment of evolving patterns within the county over time (with appropriate adjustments for capacity constraints). In addition, The Perryman Group incorporated information provided by economic development professionals from the City of Hutto regarding corporate location activity which is either already confirmed or highly likely in estimates of future growth. This activity was consistent with typical patterns in rapidly growing areas.

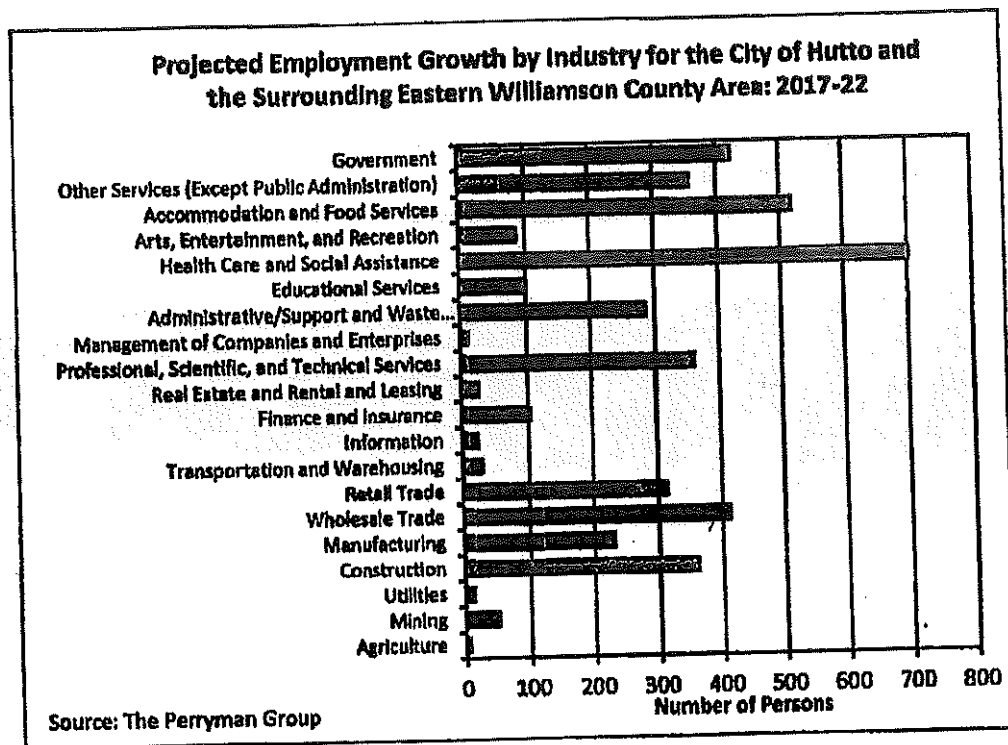
The Perryman Group estimates that since 2001, total employment in the City of Hutto and surrounding portions of eastern Williamson County has almost tripled, up from about 9,908 in 2001 to an estimated 29,227 in 2017.

The Perryman Group's projections indicate employment expansion in the City of Hutto and the surrounding eastern Williamson County area over the next five years will likely be 8.17% per year, much faster than the county as a whole or the state or nation.

The pace of growth is projected to continue to be strong, with employment

expansion in the area over the next five years forecast to be 8.17% per year. This rate of growth far exceeds that of the county as a whole, the state, and the Capitol Area region by a wide margin.

Over the next five years, The Perryman Group projects that the largest gains in jobs will occur in the health care and social assistance sector of the economy. The accommodations and food service sector will likely see the second-largest number of net new jobs over the period, with most sectors adding hundreds of jobs (as noted in the following graph).



Over the next five years, several of the industry sectors with highest rates of growth are services-oriented, ranging from health care to education to professional, business, and scientific services businesses.

By 2032, The Perryman Group projects that total employment in the City of Hutto and surrounding eastern Williamson County area will reach almost 43,300, a gain of about 14,100 net new jobs over estimated 2017 levels.

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The following tables describe The Perryman Group's projections of employment growth in eastern Williamson County by industry sector during the next five years (through 2022) and next 15 years (through 2032). Additional

detail is included in the accompanying workbook, including yearly estimates. (Due to data limitations, reliable subsector-level industry detailed projections were not possible.)

Projected Employment Growth by Industry for the City of Hutto and the Surrounding Eastern Williamson County Area through 2022				
Industry Sector	2017 Value	2022 Projection	Annual Growth Rate	Absolute Growth
Agriculture, Forestry, Fishing, and Hunting	98	105	1.39%	7
Mining, Quarrying, and Oil and Gas Extraction	242	294	8.97%	52
Utilities	151	165	1.79%	14
Construction	2,974	3,335	2.32%	361
Manufacturing	2,176	2,408	2.05%	232
Wholesale Trade	2,954	3,365	2.65%	412
Retail Trade	3,378	3,698	1.80%	315
Transportation and Warehousing	242	272	2.36%	30
Information	170	194	2.68%	24
Finance and Insurance	845	949	2.35%	104
Real Estate and Rental and Leasing	207	233	2.39%	26
Professional, Scientific, and Technical Services	1,524	1,885	4.34%	361
Management of Companies and Enterprises	51	63	4.32%	12
Administrative/Support and Waste Management/Remediation Services	1,312	1,599	4.04%	287
Educational Services	410	511	4.50%	101
Health Care and Social Assistance	2,842	3,544	4.51%	702
Arts, Entertainment, and Recreation	394	482	4.11%	88
Accommodation and Food Services	2,730	3,249	3.54%	519
Other Services (Except Public Administration)	1,890	2,247	3.52%	357
Government	4,637	5,061	1.77%	424
TOTAL	29,227	38,655	2.86%	4,428
Source: The Perryman Group				

Current and Projected Workforce and Training Needs in Hutto and the Surrounding Area

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Projected Employment Growth by Industry for the City of Hutto and the Surrounding Eastern Williamson County Area through 2032				
Industry Sector	2017 Value	2032 Projection	Annual Growth Rate	Absolute Growth
Agriculture, Forestry, Fishing, and Hunting	98	159	1.80%	21
Mining, Quarrying, and Oil and Gas Extraction	242	367	2.82%	125
Utilities	151	188	1.47%	87
Construction	2,974	4,088	2.06%	1,064
Manufacturing	2,176	2,902	1.94%	726
Wholesale Trade	2,954	4,215	2.40%	1,261
Retail Trade	5,378	4,255	1.55%	877
Transportation and Warehousing	242	342	2.83%	100
Information	170	250	2.60%	80
Finance and Insurance	845	1,188	2.80%	343
Real Estate and Rental and Leasing	207	292	2.32%	85
Professional, Scientific, and Technical Services	1,524	2,743	4.00%	1,219
Management of Companies and Enterprises	51	91	3.94%	40
Administrative/Support and Waste Management/Remediation Services	1,312	2,257	3.68%	945
Educational Services	410	752	4.19%	342
Health Care and Social Assistance	2,842	5,241	4.16%	2,399
Arts, Entertainment, and Recreation	394	688	3.79%	294
Accommodation and Food Services	2,730	4,373	3.19%	1,643
Other Services (Except Public Administration)	1,890	3,022	3.18%	1,132
Government	4,637	5,963	1.69%	1,326
TOTAL	29,227	41,286	2.65%	13,059
Source: The Perryman Group				

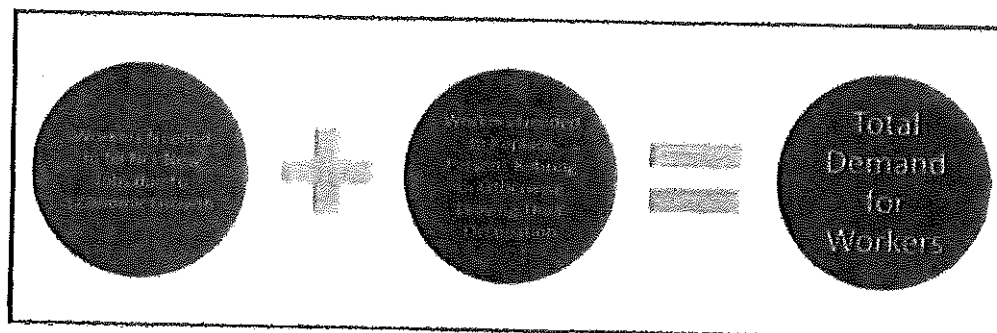
Occupational Profile and Projected Workforce Needs

The Perryman Group's Texas Multi-Regional Industry Occupation System was used to determine current and projected workers in Hutto and the surrounding eastern Williamson County area by occupation. The system essentially translates detailed economic estimates and projections of employment by industry (derived from The Perryman Group's Texas Econometric Model and summarized in the previous section) into estimates of occupational categories at a highly detailed level.

The modeling process (which is described in further detail in the Appendices to this report) begins with the industry-occupation coefficients compiled by the Bureau of Labor Statistics of the US Department of Labor (BLS), with appropriate localization to the relevant area. These coefficients are based on extensive surveys of operating patterns in thousands of firms as well as secondary sources; they can be used to describe employment by occupation for any industry.

Total Demand for Workers

Another aspect of the analysis of future workforce needs involves quantifying the number of workers required to replace individuals who relocate, retire, or leave their occupations for other reasons. Extensive surveys are used by BLS to develop replacement ratios by occupation. Using these ratios (with appropriate localization) and the detailed forecast of employment for the area, The Perryman Group estimated additional workers needed in due to replacement.



The total demand for workers in Williamson County (due to both growth in the number of jobs and replacement of individuals leaving the occupation) over the next 15 years is estimated to be almost 83,100. The need for workers will be

concentrated in the large (1) office and administrative support and (2) food preparation and serving related major occupation groups. This pattern is typical of areas throughout the country because of the labor-intensive nature of these sectors.

Projected Employment Demand by Occupation for Williamson County through 2032			
Occupation	Projected Job Growth 2017-2032	Projected Replacement 2017-2032	Projected Demand 2017-2032
11: Management	3,891	392	4,223
13: Business and Financial Operations	4,077	370	4,447
15: Computer and Mathematical	2,719	204	2,923
17: Architecture and Engineering	1,607	429	2,036
19: Life, Physical, and Social Science	654	581	1,235
21: Community and Social Service	1,541	266	1,807
23: Legal	750	89	839
25: Education, Training, and Library	1,851	149	2,000
27: Arts, Design, Entertainment, Sports, and Media	1,014	313	1,327
29: Healthcare Practitioners and Technical	4,990	252	5,182
31: Healthcare Support	2,847	185	3,032
33: Protective Service	1,980	930	2,310
35: Food Preparation and Serving Related	9,299	352	9,651
37: Building and Grounds Cleaning and Maintenance	2,884	119	3,003
39: Personal Care and Service	3,964	514	4,478
41: Sales and Related	7,605	322	7,928
43: Office and Administrative Support	9,201	660	9,861
45: Farming, Fishing, and Forestry	97	127	224
47: Construction and Extraction	3,391	1,282	4,673
49: Installation, Maintenance, and Repair	3,013	702	3,715
51: Production	2,306	1,077	3,383
53: Transportation and Material Moving	4,081	714	4,795
TOTAL	74,103	9,311	83,414
Source: The Perryman Group			

Estimated Williamson County demand for new workers in five-year increments is described in the table below.

Current and Projected Workforce and Training Needs in Hutto and the Surrounding Area 12

Projected Employment Demand by Occupation for Williamson County through 2032									
Occupation	Projected Job Growth			Projected Replacements			Projected Demand		
	2013	2022	2032	2013	2022	2032	2013	2022	2032
11: Management	1,306	1,834	1,251	95	114	128	1,401	1,448	1,374
13: Business and Financial Operations	1,344	1,406	1,827	109	121	140	1,453	1,527	1,467
15: Computer and Mathematical	911	960	848	59	68	77	970	1,028	925
17: Architecture and Engineering	552	552	503	125	144	160	677	696	663
19: Life, Physical, and Social Science	216	228	215	172	192	217	388	415	432
21: Community and Social Service	499	527	515	75	89	102	574	616	617
23: Legal	242	251	257	27	28	34	269	279	291
25: Education, Training, and Library	581	623	647	39	41	75	614	664	722
27: Arts, Design, Entertainment, Sports, and Media	319	335	360	90	106	117	409	441	477
29: Healthcare Practitioners and Technical	1,529	1,645	1,736	66	85	101	1,595	1,730	1,837
31: Healthcare Support	901	988	958	51	61	78	952	1,049	1,031
33: Protective Service	646	664	670	100	111	119	746	775	789
35: Food Preparation and Serving Related	3,065	3,158	3,076	102	116	134	3,167	3,274	3,210
37: Building and Grounds Cleaning and Maintenance	933	969	982	33	41	45	966	1,010	1,027
39: Personal Care and Service	1,308	1,392	1,264	144	171	199	1,452	1,563	1,463
41: Sales and Related	2,540	2,487	2,579	95	108	119	2,635	2,595	2,698
43: Office and Administrative Support	2,713	2,816	3,672	203	217	240	2,916	3,033	3,912
45: Farming, Fishing, and Forestry	33	30	34	40	42	45	73	72	79
47: Construction and Extraction	1,198	1,100	1,093	377	432	473	1,575	1,532	1,566
49: Installation, Maintenance, and Repair	1,034	1,023	956	206	232	264	1,240	1,255	1,220
51: Production	721	722	863	333	360	384	1,054	1,082	1,247
53: Transportation and Material Moving	1,377	1,374	1,330	214	241	259	1,591	1,615	1,589

Source: The Perryman Group

Employment Demand for the City of Hutto and the Surrounding Eastern Williamson County Area

Over the next 15 years, demand for workers from jobs growth and replacement needs is projected to be more than 15,700 in Hutto and the surrounding eastern Williamson County area. As with Williamson County as a whole, the major occupational groups in need of the largest numbers of workers are (1) office and administrative support and (2) food preparation and serving related.

Projected Employment Demand by Occupation for City of Hutto and Surrounding Eastern Williamson County Area through 2032			
Occupation	Projected Job Growth 2017-2032	Projected Replacement 2017-2032	Projected Demand 2017-2032
11: Management	772	62	834
13: Business and Financial Operations	781	66	847
15: Computer and Mathematical	495	29	524
17: Architecture and Engineering	341	82	423
19: Life, Physical, and Social Science	129	107	236
21: Community and Social Service	309	51	360
23: Legal	187	15	152
25: Education, Training, and Library	364	11	375
27: Arts, Design, Entertainment, Sports, and Media	182	32	214
29: Healthcare Practitioners and Technical	931	5	936
31: Healthcare Support	546	33	579
33: Protective Service	392	68	460
35: Food Preparation and Serving Related	1,572	54	1,626
37: Building and Grounds Cleaning and Maintenance	527	22	549
39: Personal Care and Service	760	81	841
41: Sales and Related	1,169	52	1,221
43: Office and Administrative Support	1,778	119	1,892
45: Farming, Fishing, and Forestry	29	27	56
47: Construction and Extraction	852	298	1,150
49: Installation, Maintenance, and Repair	608	181	739
51: Production	556	180	736
53: Transportation and Material Moving	837	140	977
TOTAL	14,962	1,005	15,967
Source: The Perryman Group			

Employment demand in Hutto and the surrounding eastern Williamson County area by major occupational group and five-year increment is described in the following table.

Current and Projected Workforce and Training Needs in Hutto and the Surrounding Area 14

Projected Employment Demand by Occupation for City of Hutto and Surrounding Eastern Williamson County Area through 2032									
Occupation	Projected Job Growth			Projected Replacements			Projected Demand		
	2017	2022	2032	2017	2022	2032	2017	2022	2032
11: Management	251	262	258	15	22	25	266	285	283
18: Business and Financial Operations	249	266	266	20	22	24	269	288	290
15: Computer and Mathematical	156	172	167	5	10	14	161	182	181
17: Architecture and Engineering	111	119	111	22	29	31	133	148	142
19: Life, Physical, and Social Science	43	45	41	27	39	41	70	84	82
21: Community and Social Service	98	104	107	16	17	18	114	121	125
23: Legal	42	44	51	4	5	6	46	49	57
25: Education, Training, and Library	109	125	130	3	3	5	112	128	135
27: Arts, Design, Entertainment, Sports, and Media	53	62	67	8	10	14	61	72	81
29: Healthcare Practitioners and Technical	274	315	342	0	2	3	274	317	345
31: Healthcare Support	163	189	194	7	11	15	170	200	209
33: Protective Service	122	133	137	22	23	23	144	156	160
35: Food Preparation and Serving Related	500	532	540	17	17	20	517	549	560
37: Building and Grounds Cleaning and Maintenance	163	175	189	6	8	8	169	183	197
39: Personal Care and Service	240	266	254	21	29	31	261	295	285
41: Sales and Related	389	384	396	14	17	21	403	401	417
43: Office and Administrative Support	518	539	716	35	40	44	553	579	760
45: Farming, Fishing, and Forestry	10	11	8	7	10	10	17	21	18
47: Construction and Extraction	290	271	291	87	100	111	377	371	402
49: Installation, Maintenance, and Repair	204	204	200	42	43	46	246	247	246
51: Production	170	174	212	54	61	65	224	235	277
53: Transportation and Material Moving	274	282	281	40	46	54	314	328	335

Source: The Perryman Group

For more detailed data regarding workforce demand by occupation, see the accompanying workbook.

Potential Large Hospital Location

Another potential development in the Hutto area is construction and operation of a large hospital with level II trauma capabilities. Current estimates indicate that the facility will be in place in the next three to five years. Because of the scale of the project and its longer and less certain timeline for development, The Perryman Group analyzed the effects of the potential hospital separately and results for the hospital are in addition to the other worker demand estimates.

Although specific plans are not yet available, and the exact scope of the hospital is yet undetermined, for purposes of illustration, The Perryman Group assumed employment of 1,725 (which is the approximate level at the Baylor Scott & White Medical Center-Hillcrest location in Waco which also has level II trauma capabilities). Worker demand is naturally concentrated in health professions (as described in the accompanying workbook), but other categories of workers would also be needed.

In addition to the direct jobs at the facility, the hospital would generate ripple effects through the economy. While these multiplier effects were not included in the total workforce demand or hospital workforce needs estimates, the economic impact was quantified to illustrate the potential effect of the hospital on workforce needs. The Perryman Group estimates that the total economic impact (including multiplier effects) of a 1,725-employee hospital in Williamson County would include

- \$495.7 million in annual expenditures,
- \$273.5 million in annual gross product
- \$199.5 million in annual personal income
- \$49.9 million in annual retail sales, and
- 3,564 permanent jobs.

Clearly, this addition to the economy of the area would generate substantial economic activity and a need for workers well beyond the number employed directly by the hospital. (Note that the dollar amounts above are measured on a current (2018) basis.)

Training Needs

Because a primary purpose of this study is to determine the need for training arising from future workforce demand, The Perryman Group estimated the number of workers needed by instructional program.

The Bureau of Labor Statistics (BLS) and the National Center for Education Statistics (NCES) provide information regarding the relationships among occupations and instructional programs. The Perryman Group maintains a modified version of a crosswalk which was used to translate current and projected employment by occupation to the need for training.

The Perryman Group quantified the demand for workers by instructional program (1) as a total over the 15-year 2017-32 period and (2) on an average annual basis. Results for Williamson County as a whole and for Hutto and the surrounding eastern portion of the county are presented in the following tables.

Demand for Workers by Instructional Program: Williamson County			
CIP Code	Instructional Program	Total Demand (2017-32)	Average Annual Demand
51.2502	Home Health Aide/Home Attendant	9,425	221.20
52.0406	Receptionist	2,830	181.60
12.0500	Cooking and Related Culinary Arts, General	2,856	179.60
52.0408	General Office Occupations and Clerical Services	2,195	126.60
51.9801	Registered Nursing/Registered Nurse	1,958	117.20
91.0899	Parks, Recreation and Leisure Facilities Management, Other	1,749	114.40
49.0205	Truck and Bus Driver/Commercial Vehicle Operator and Instructor	1,739	112.80
52.1801	Sales, Distribution, and Marketing Operations, General	1,623	107.40
52.0401	Administrative Assistant and Secretarial Science, General	1,455	96.60
09.0208	Natural Resources Law Enforcement and Protective Services	1,425	87.40
01.0106	Agricultural Business Technology	1,416	87.40
11.0101	Computer and Information Sciences, General	1,343	85.40
11.0102	Artificial Intelligence	1,250	71.40
52.0902	Accounting Technology/Technician and Bookkeeping	1,250	70.80
46.0401	Building/Property Maintenance	1,095	70.60
51.2601	Health Aide	1,085	69.60
51.0710	Medical Office Assistant/Specialist	1,080	66.80
19.0203	Consumer Merchandising/Retailing Management	1,036	65.40
50.1601	Accounting and Computer Science	1,026	65.00
01.0606	Floriculture/Floristry Operations and Management	991	62.60
Note: Demand from job growth and replacement needs.			
Source: The Perryman Group			

Demand for Workers by Instructional Program: City of Hutto and the Surrounding Eastern Williamson County Area			
CIP Code	Instructional Program	Total Demand (2017-32)	Average Annual Demand
51.2602	Home Health Aide/Home Attendant	698	39.20
52.0406	Receptionist	515	30.60
12.0500	Cooking and Related Culinary Arts, General	470	26.80
52.0408	General Office Occupations and Clerical Services	417	25.80
52.1801	Sales, Distribution, and Marketing Operations, General	402	23.40
51.3801	Registered Nursing/Registered Nurse	377	22.20
49.0205	Truck and Bus Driver/Commercial Vehicle Operator and Instructor	358	21.80
31.0399	Parks, Recreation and Leisure Facilities Management, Other	332	21.00
52.0401	Administrative Assistant and Secretarial Science, General	292	19.00
09.0208	Natural Resources Law Enforcement and Protective Services	284	15.40
01.0106	Agricultural Business Technology	257	15.00
11.0101	Computer and Information Sciences, General	244	14.60
52.0802	Accounting Technology/Technician and Bookkeeping	236	14.00
11.0102	Artificial Intelligence	219	13.40
46.0401	Building/Property Maintenance	207	13.00
51.2601	Health Aide	206	12.80
51.0710	Medical Office Assistant/Specialist	202	12.40
19.0203	Consumer Merchandising/Retailing Management	192	12.20
30.1601	Accounting and Computer Science	188	11.80
52.1804	Selling Skills and Sales Operations	187	11.60

Note: Demand from job growth and replacement needs.
Source: The Perryman Group

It should be noted that, due to the nature of the translation from occupation instructional code and limitations on the information available from BLS and NCES, it is impossible to perfectly map to CIPs. At times, the CIP Codes determined by NCES are not as descriptive as might be optimal. In this case, the CIP Code "Receptionist" is near the top of the lists of training needs for both Williamson County and Hutto and the surrounding eastern Williamson County area. Further investigation by The Perryman Group revealed that most of these positions are in customer support occupations. Thus, programs which teach skills which might be utilized by a receptionist (such as phone skills, word

processing, and other software used in office settings) would be preparing students for growth occupations such as computer user support (as described in the detailed occupational outlook provided in the workbook).

Need for Student Housing

The Perryman Group was also asked to examine issues related to the potential need to offer housing options for students. Given the widely recognized housing challenges students face, especially among community college students, the possibility of offering housing is a reasonable course of action to explore.

Affordability is a problem for many students at higher education facilities. A recent study by HOPE Labs found that 36% of university students were housing insecure in the last year, while 46% of community college students were affected by housing insecurity, down from 51% in a prior study.¹ Housing insecurity includes the inability to pay rent or utilities or the need to move frequently. The study also found 9% of university students were homeless in the last year, as well as 12% of community college students, again a decrease from 14% in a prior study. Homelessness means a person does not have a place to live and resides in a shelter, automobile, abandoned building, or outside. Data of this type is difficult to obtain, and the authors relied on voluntary surveys of students. Thus, there is some margin for error, as the findings are not based on a random sample. However, it is clear there is a housing issue for many students across the nation.

The Perryman Group's research indicates that the relatively limited number of rental options in Hutto and eastern Williamson County are generally expensive. One recent report indicated virtually no vacancies in the Hutto-Taylor area.²

Round Rock, a city with a population of some 113,000 residents about 10 miles from Hutto, has far more rental units available. Vacancy rates for apartments in the Round Rock area in late 2017 were about 6.7%, which is slightly better than several years ago based on new units being constructed.³ Rental rates in Round Rock have increased over the last several years, rising from an average of \$1.02 per square foot for all classes of apartments in late 2013 to \$1.22 per square foot in late 2017, with only minimal increases in the past year. Class A rental

¹ Goldrick-Rab, Sara, Jed Richardson, Joel Schneider, Anthony Hernandez, and Clare Cady; "Still Hungry and Homeless in College," HOPE Lab, April 2018.

² Austin, TX General Overview, ALN Apartment Data, March 2018.

³ Real Estate Outlook, Austin Apartment Market Watch, Transwestern, January 2018.
(footnote continued)

rates over the period have risen from \$1.06 per square foot to \$1.24.⁴ The current average rental rate in Round Rock for all size of rentals (studio to 3-bedrooms) is \$1,116 per month, which is up from about \$997 per month in January 2015.⁵

Even with apartment availability, the relatively rapid growth of all of Williamson County has contributed to higher rental rates which are out of reach for many students. The area continues to build new apartments, with Round Rock-Georgetown showing 2,949 new units in the pipeline.⁶ The addition of new units should provide some help in rental rates, but with expected population increases, there still may not be enough units to keep prices affordable for students.

The decision to offer housing and the associated economic outcomes would hinge on a number of factors beyond the scope of this study such as the ability to raise needed funds for construction, the capability to manage housing, and the sufficiency of growth in the number of students enrolled to justify the housing investment, and overall market conditions and absorption (among other factors). However, it does seem highly likely that a lack of affordable rental options in eastern Williamson County could materially affect potential students. Although current enrollment levels, ongoing development in the area, and available options in nearby population centers would affect the viability of student housing options in the near term, if training programs expand and growth occurs in the future as anticipated, there may well be a need for investment in the future.

⁴ Real Estate Outlook, Austin Apartment Market Watch, Transwestern, January 2018.

⁵ Round Rock, TX Rental Market Trends, RentCafe, <https://www.rentcafe.com/average-rent-market-trends/us/tx/round-rock/>.

⁶ Austin, TX General Overview, ALN Apartment Data, March 2018.

Conclusion

Hutto and the surrounding areas of eastern Williamson County have been experiencing notable population and economic growth. The Perryman Group estimates that by 2032, total employment in the City of Hutto and surrounding eastern Williamson County area will reach almost 43,300, a gain of about 14,100 net new jobs over estimated 2017 levels.

The Perryman Group estimates that almost 950 jobs per year will be added in Hutto and the surrounding area, with even more workers needed to replace individuals retiring or otherwise leaving their occupations.

The need for appropriately prepared workers will be critical to success, both for individuals and the area economy. Occupations with particularly high needs range from health care to office assistants, and there is a vital role for K-12 public education, higher education (including technical training), business and community leaders, and the public sector.

The City of Hutto and the surrounding eastern Williamson County area is in the fortunate position of being located proximate to one of the most dynamic economies in the nation. Growth is almost inevitable, but the quality of outcomes for area students, current and future residents, businesses, and public entities will be determined in part by the extent of effective preparation and planning.

Appendices

Appendix A: Methods Used

Texas Econometric Model

The Texas Econometric Model was used to obtain detailed estimates of employment by Industry, which were then used to determine trends in employment by occupation in Williamson County and the area proximate to Hutto. The system was also used to estimate future workforce and training needs.

Overview

The Texas Econometric Model was developed by Dr. M. Ray Perryman, President and CEO of The Perryman Group (TPG), more than 30 years ago and has been consistently maintained, expanded, and updated since that time. It is formulated in an internally consistent manner and is designed to permit the integration of relevant global, national, state, and local factors into the projection process. It is the result of more than three decades of continuing research in econometrics, economic theory, statistical methods, and key policy issues and behavioral patterns, as well as intensive, ongoing study of all aspects of the global, US, Texas, and Texas metropolitan area economies. It is extensively used by scores of federal and State governmental entities on an ongoing basis, as well as hundreds of major corporations.

This section describes the forecasting process in a comprehensive manner, focusing on both the modeling and the supplemental analysis. The overall methodology, while certainly not ensuring perfect foresight, permits an enormous body of relevant information to impact the economic outlook in a systematic manner.

Model Logic and Structure

The Texas Econometric Model revolves around a core system which projects output (real and nominal), income (real and nominal), and employment by Industry in a simultaneous manner. For purposes of illustration, it is useful to initially consider the employment functions. Essentially, employment within the system is a derived demand relationship obtained from a neo-Classical production function. The expressions are augmented to include dynamic temporal adjustments to changes in relative factor input costs, output and (implicitly) productivity, and technological progress over time. Thus, the typical equation includes output, the relative real cost of labor and capital, dynamic lag structures, and a technological

adjustment parameter. The functional form is logarithmic, thus preserving the theoretical consistency with the neo-Classical formulation.

The income segment of the model is divided into wage and non-wage components. The wage equations, like their employment counterparts, are individually estimated at the 3-digit North American Industry Classification System (NAICS) level of aggregation. Hence, income by place of work is measured for approximately 90 production categories. The wage equations measure real compensation, with the form of the variable structure differing between "basic" and "non-basic."

The basic industries, comprised primarily of the various components of Mining, Agriculture, and Manufacturing, are export-oriented, i.e., they bring external dollars into the area and form the core of the economy. The production of these sectors typically flows into national and international markets; hence, the labor markets are influenced by conditions in areas beyond the borders of the particular region. Thus, real (inflation-adjusted) wages in the basic industry are expressed as a function of the corresponding national rates, as well as measures of local labor market conditions (the reciprocal of the unemployment rate), dynamic adjustment parameters, and ongoing trends.

The "non-basic" sectors are somewhat different in nature, as the strength of their labor markets is linked to the health of the local export sectors. Consequently, wages in these industries are related to those in the basic segment of the economy. The relationship also includes the local labor market measures contained in the basic wage equations.

Note that compensation rates in the export or "basic" sectors provide a key element of the interaction of the regional economies with national and international market phenomena, while the "non-basic" or local industries are strongly impacted by area production levels. Given the wage and employment equations, multiplicative identities in each industry provide expressions for total compensation; these totals may then be aggregated to determine aggregate wage and salary income. Simple linkage equations are then estimated for the calculation of personal income by place of work.

The non-labor aspects of personal income are modeled at the regional level using straightforward empirical expressions relating to national performance, dynamic responses, and evolving temporal patterns. In some instances (such as dividends, rents, and others) national variables (for example, interest rates) directly enter the forecasting system. These factors have numerous other implicit linkages into the system resulting from their simultaneous interaction with other phenomena in

national and international markets which are explicitly included in various expressions.

The output or gross area product expressions are also developed at the 3-digit NAICS level. Regional output for basic industries is linked to national performance in the relevant industries, local and national production in key related sectors, relative area and national labor costs in the industry, dynamic adjustment parameters, and ongoing changes in industrial interrelationships (driven by technological changes in production processes).

Output in the non-basic sectors is modeled as a function of basic production levels, output in related local support industries (if applicable), dynamic temporal adjustments, and ongoing patterns. The inter-industry linkages are obtained from the input-output (impact assessment) system which is part of the overall integrated modeling structure maintained by The Perryman Group. Note that the dominant component of the econometric system involves the simultaneous estimation and projection of output (real and nominal), income (real and nominal), and employment at a disaggregated industrial level. This process, of necessity, also produces projections of regional price deflators by industry. These values are affected by both national pricing patterns and local cost variations and permit changes in prices to impact other aspects of economic behavior. Income is converted from real to nominal terms using Texas Consumer Price Index, which fluctuates in response to national pricing patterns and unique local phenomena.

Several other components of the model are critical to the forecasting process. The demographic module includes (1) a linkage equation between wage and salary (establishment) employment and household employment, (2) a labor force participation rate function, and (3) a complete population system with endogenous migration. Given household employment, labor force participation (which is a function of economic conditions and evolving patterns of worker preferences), and the working age population, the unemployment rate and level become identities.

The population system uses Census information, fertility rates, and life tables to determine the "natural" changes in population by age group. Migration, the most difficult segment of population dynamics to track, is estimated in relation to relative regional and extra-regional economic conditions over time. Because evolving economic conditions determine migration in the system, population changes are allowed to interact simultaneously with overall economic conditions. Through this process, migration is treated as endogenous to the system, thus

allowing population to vary in accordance with relative business performance (particularly employment).

Real retail sales is related to income, interest rates, dynamic adjustments, and patterns in consumer behavior on a store group basis. It is expressed on an inflation-adjusted basis. Inflation at the state level relates to national patterns, indicators of relative economic conditions, and ongoing trends. As noted earlier, prices are endogenous to the system.

A final significant segment of the forecasting system relates to real estate absorption and activity. The short-term demand for various types of property is determined by underlying economic and demographic factors, with short-term adjustments to reflect the current status of the pertinent building cycle. In some instances, this portion of the forecast requires integration with the Multi-Regional Industry-Occupation System which is maintained by The Perryman Group. This system also allows any employment simulation or forecast from the econometric model to be translated into a highly detailed occupational profile.

The overall Texas Econometric Model contains numerous additional specifications, and individual expressions are modified to reflect alternative lag structures, empirical properties of the estimates, simulation requirements, and similar phenomena. Moreover, it is updated on an ongoing basis as new data releases become available. Nonetheless, the above synopsis offers a basic understanding of the overall structure and underlying logic of the system.

Model Simulation and Multi-Regional Structure

The initial phase of the simulation process is the execution of a standard non-linear algorithm for the state system and that of each of the individual sub-areas. The external assumptions are derived from scenarios developed through national and international models and extensive analysis by The Perryman Group. The US model, which follows the basic structure outlined above, was used to some extent in the current analysis to define the demand for domestically produced goods on a per capita basis.

Once the initial simulations are completed, they are merged into a single system with additive constraints and interregional flows. Using information on minimum regional requirements, import needs, export potential, and locations, it becomes possible to balance the various forecasts into a mathematically consistent set of results. This process is, in effect, a disciplining exercise with regard to the individual regional (including metropolitan and rural) systems. By compelling equilibrium across all regions and sectors, the algorithm ensures that the patterns

In state activity are reasonable in light of smaller area dynamics and, conversely, that the regional outlooks are within plausible performance levels for the state as a whole.

The iterative simulation process has the additional property of imposing a global convergence criterion across the entire multi-regional system, with balance being achieved simultaneously on both a sectoral and a geographic basis. This approach is particularly critical on non-linear dynamic systems, as independent simulations of individual systems often yield unstable, non-convergent outcomes.

It should be noted that the underlying data for the modeling and simulation process are frequently updated and revised by the various public and private entities compiling them. Whenever those modifications to the database occur, they bring corresponding changes to the structural parameter estimates of the various systems and the solutions to the simulation and forecasting system. The multi-regional version of the Texas Econometric Model is re-estimated and simulated with each such data release, thus providing a constantly evolving and current assessment of state and local business activity.

The Final Forecast

The process described above is followed to produce an initial set of projections. Through the comprehensive multi-regional modeling and simulation process, a systematic analysis is generated which accounts for both historical patterns in economic performance and inter-relationships and best available information on the future course of pertinent external factors. While the best available techniques and data are employed in this effort, they are not capable of directly capturing "street sense," i.e., the contemporaneous and often non-quantifiable information that can materially affect economic outcomes. In order to provide a comprehensive approach to the prediction of business conditions, it is necessary to compile and assimilate extensive material regarding current events and factors both across the state of Texas and elsewhere.

This critical aspect of the forecasting methodology includes activities such as (1) daily review of hundreds of financial and business publications and electronic information sites; (2) review of major newspapers and online news sources in the state on a daily basis; (3) dozens of hours of direct telephone interviews with key business and political leaders in all parts of the state; (4) face-to-face discussions with representatives of major industry groups; and (5) frequent site visits to the various regions of the state. The insights arising from this "fact finding" are analyzed and evaluated for their effects on the likely course of the future activity.

Another vital information resource stems from the firm's ongoing interaction with key players in the international, domestic, and state economic scenes. Such activities include visiting with corporate groups on a regular basis and being regularly involved in the policy process at all levels. The firm is also an active participant in many major corporate relocations, economic development initiatives, and regulatory proceedings.

Once organized, this information is carefully assessed and, when appropriate, independently verified. The impact on specific communities and sectors that is distinct from what is captured by the econometric system is then factored into the forecast analysis. For example, the opening or closing of a major facility, particularly in a relatively small area, can cause a sudden change in business performance that will not be accounted for by either a modeling system based on historical relationships or expected (primarily national and international) factors.

The final step in the forecasting process is the integration of this material into the results in a logical and mathematically consistent manner. In some instances, this task is accomplished through "constant adjustment factors" which augment relevant equations. In other cases, anticipated changes in industrial structure or regulatory parameters are initially simulated within the context of the Multi-Regional Impact Assessment System to estimate their ultimate effects by sector. Those findings are then factored into the simulation as constant adjustments on a distributed temporal basis. Once this scenario is formulated, the extended system is again balanced across regions and sectors through an iterative simulation algorithm analogous to that described in the preceding section.

Texas Multi-Regional Industry-Occupation System

The Texas Multi-Regional Industry-Occupation System translates detailed data on employment by Industry (derived from the Texas Econometric Model) into estimates of occupational categories at a highly detailed level. The modeling process begins with the industry-occupation coefficients compiled by the US Department of Labor based on extensive surveys of operating patterns in thousands of firms and other secondary sources. As an example, a typical tire plant of a given size requires machinists, mechanics, plant managers, administrative staff, custodial staff, shipping personnel, and numerous other types of workers. By compiling this information across the entire economy, a matrix is created which allows the data on employment by Industry (which is regularly reported) to be translated into employment by occupation.

The Texas Multi-Regional Industry-Occupation System links this basic structure specifically to the economy of every metropolitan area, region, and county in the US, accounting for productivity and production patterns in each area. It is also regularly updated to reflect evolving patterns. The system can be fully integrated with historical employment data and the projections obtained from the Texas Econometric Model. It can also be linked to results from the US Multi-Regional Impact Assessment System. Thus, the Industry-occupation system is a flexible mechanism to allow extensive evaluations of workforce characteristics and patterns. It is highly detailed, providing results for more than 1,000 occupational categories.

Translation to Instructional Programs

The Bureau of Labor Statistics (BLS) and the National Center for Education Statistics (NCES) provide information regarding the relationships among occupations and instructional programs. These crosswalks from standard occupational classification code (SOC code) to classification of instructional program code (CIP code) are based on extensive data collection and surveys. The Perryman Group maintains a modified version of a crosswalk which is used to translate current and projected employment by occupation to the need for training.

The BLS and NCES crosswalks are designed as a resource to link a given CIP code to its many possible SOCS codes and a given SOCS code to its many possible CIP codes, while The Perryman Group's system is constructed to estimate results in SOC to CIP direction and is designed to eliminate problems such as the potential for double counting and issues of many-to-many relationships between occupations and types of training.

US Multi-Regional Impact Assessment System

The Perryman Group's US Multi-Regional Impact Assessment System was utilized to provide an estimate of the total employment which could be expected from a new hospital with a level II trauma center. The basic modeling technique employed to quantify these economic impacts is known as dynamic input-output analysis. This methodology essentially uses extensive survey data, industry information, and a variety of corroborative source materials to create a matrix describing the various goods and services (known as resources or inputs) required to produce one unit (a dollar's worth) of output for a given sector. Once the base information is compiled, it can be mathematically simulated to generate evaluations of the magnitude of successive rounds of activity involved in the overall production process.

There are two essential steps in conducting an input-output analysis once the system is operational. The first major endeavor is to accurately define the levels of direct activity to be evaluated. In this case, it was assumed that the proposed hospital would employ a total of 1,725 persons, which is a level similar to other hospitals in the region with level II trauma centers (such as Baylor Scott & White - Hillcrest in Waco). To the extent that this employment assumption varies from the ultimate level of employment at the Hutto hospital, the potential impacts will also vary.

The second major phase of the analysis is the simulation of the input-output system to measure overall economic effects of the direct cost reductions and productivity gains. The present study was conducted within the context of the US Multi-Regional Impact Assessment System (USMRIAS) which was developed and is maintained by The Perryman Group. This model has been used in hundreds of diverse applications across the country and has an excellent reputation for accuracy and credibility; it has also been peer reviewed on multiple occasions. The system used in the current simulation reflects the unique industrial structure of Williamson County.

The USMRIAS is somewhat similar in format to the Input-Output Model of the United States and the Regional Input-Output Modeling System, both of which are maintained by the US Department of Commerce. The model developed by TPG, however, incorporates several important enhancements and refinements. Specifically, the expanded system includes (1) comprehensive 500-sector coverage for any county, multi-county, or urban region; (2) calculation of both total expenditures and value-added by industry and region; (3) direct estimation of expenditures for multiple basic input choices (expenditures, output, income, or

employment); (4) extensive parameter localization; (5) price adjustments for real and nominal assessments by sectors and areas; (6) measurement of the induced impacts associated with payrolls and consumer spending; (7) embedded modules to estimate multi-sectoral direct spending effects; (8) estimation of retail spending activity by consumers; and (9) comprehensive linkage and integration capabilities with a wide variety of econometric, real estate, occupational, and fiscal impact models. Moreover, the model uses specific local taxing patterns to estimate the fiscal effects of activity on a detailed sectoral basis. The model used for the present investigation have been thoroughly tested for reasonableness and historical reliability.

The impact assessment (input-output) process essentially estimates the amounts of all types of goods and services required to produce one unit (a dollar's worth) of a specific type of output. For purposes of illustrating the nature of the system, it is useful to think of inputs and outputs in dollar (rather than physical) terms. As an example, the construction of a new building will require specific dollar amounts of lumber, glass, concrete, hand tools, architectural services, interior design services, paint, plumbing, and numerous other elements. Each of these suppliers must, in turn, purchase additional dollar amounts of inputs. This process continues through multiple rounds of production, thus generating subsequent increments to business activity. The initial process of building the facility is known as the *direct effect*. The ensuing transactions in the output chain constitute the *indirect effect*.

Another pattern that arises in response to any direct economic activity comes from the payroll dollars received by employees at each stage of the production cycle. As workers are compensated, they use some of their income for taxes, savings, and purchases from external markets. A substantial portion, however, is spent locally on food, clothing, health care services, utilities, housing, recreation, and other items. Typical purchasing patterns in the relevant areas are obtained from the ACCRA *Cost of Living Index*, a privately compiled inter-regional measure which has been widely used for several decades, and the *Consumer Expenditure Survey* of the US Department of Labor. These initial outlays by area residents generate further secondary activity as local providers acquire inputs to meet this consumer demand. These consumer spending impacts are known as the *induced effect*. The USMRIAS is designed to provide realistic, yet conservative, estimates of these phenomena.

Sources for information used in this process include the Bureau of the Census, the Bureau of Labor Statistics, the Regional Economic Information System of the US Department of Commerce, and other public and private sources. The pricing data are compiled from the US Department of Labor and the US Department of

Commerce. The verification and testing procedures make use of extensive public and private sources.

Impacts were measured in constant 2018 dollars to eliminate the effects of inflation.

The USMRIAS generates estimates of the effect on several measures of business activity. The most comprehensive measure of economic activity used in this study is **Total Expenditures**. This measure incorporates every dollar that changes hands in any transaction. For example, suppose a farmer sells wheat to a miller for \$0.50; the miller then sells flour to a baker for \$0.75; the baker, in turn, sells bread to a customer for \$1.25. The Total Expenditures recorded in this instance would be \$2.50, that is, $\$0.50 + \$0.75 + \$1.25$. This measure is quite broad but is useful in that (1) it reflects the overall interplay of all industries in the economy, and (2) some key fiscal variables such as sales taxes are linked to aggregate spending.

A second measure of business activity frequently employed in this analysis is that of **Gross Product**. This indicator represents the regional equivalent of Gross Domestic Product, the most commonly reported statistic regarding national economic performance. In other words, the Gross Product of Texas is the amount of US output that is produced in that state; it is defined as the value of all final goods produced in a given region for a specific period of time. Stated differently, it captures the amount of value-added (gross area product) over intermediate goods and services at each stage of the production process, that is, it eliminates the double counting in the Total Expenditures concept. Using the example above, the Gross Product is \$1.25 (the value of the bread) rather than \$2.50. Alternatively, it may be viewed as the sum of the value-added by the farmer, \$0.50; the miller, \$0.25 ($\$0.75 - \0.50); and the baker, \$0.50 ($\$1.25 - \0.75). The total value-added is, therefore, \$1.25, which is equivalent to the final value of the bread. In many industries, the primary component of value-added is the wage and salary payments to employees.

The third gauge of economic activity used in this evaluation is **Personal Income**. As the name implies, Personal Income is simply the income received by individuals, whether in the form of wages, salaries, interest, dividends, proprietors' profits, or other sources. It may thus be viewed as the segment of overall impacts which flows directly to the citizenry.

The fourth measure, **Retail Sales**, represents the component of Total Expenditures which occurs in retail outlets (general merchandise stores, automobile dealers and service stations, building materials stores, food stores,

drugstores, restaurants, and so forth). Retail Sales is a commonly used measure of consumer activity.

The final aggregates used are **Permanent Jobs** and **Person-Years of Employment**, reflect the full-time equivalent jobs generated by an activity. For an economic stimulus expected to endure (such as the ongoing operations of a facility), the Permanent Jobs Measure is used. It should be noted that, unlike the dollar values described above, Permanent Jobs is a "stock" rather than a "flow." In other words, if an area produces \$1 million in output in 2016 and \$1 million in 2017, it is appropriate to say that \$2 million was achieved in the 2016-17 period. If the same area has 100 people working in 2016 and 100 in 2017, it only has 100 Permanent Jobs. When a flow of jobs is measured, such as in a construction project or a cumulative assessment over multiple years, it is appropriate to measure employment in Person-Years (a person working for a year). This concept is distinct from Permanent Jobs, which anticipates that the relevant positions will be maintained on a continuing basis.

Appendix B: Additional Forecast Results

Current and Projected Workforce and Training Needs in Hutto and the Surrounding Area

Projected Employment Growth by Industry for Williamson County through 2032

Industry Sector	2017 Value	2022 Projection	2027 Projection	2032 Projection	Annual Growth Rate 2017-22	Absolute Growth 2017-22	Annual Growth Rate 2022-27	Absolute Growth 2022-27	Annual Growth Rate 2027-32	Absolute Growth 2027-32
Agriculture, Forestry, Fishing, and Hunting	467	481	493	503	0.59%	14	0.49%	12	0.40%	10
Mining, Quarrying, and Oil and Gas Extraction	938	1,115	1,229	1,335	3.52%	177	1.97%	114	1.67%	106
Utilities	1,026	1,113	1,190	1,253	1.64%	87	1.35%	77	1.04%	63
Construction	13,056	14,481	15,789	17,154	2.09%	1,425	1.74%	1,308	1.67%	1,365
Manufacturing	12,418	13,244	14,037	14,850	1.30%	826	1.17%	733	1.11%	793
Wholesale Trade	13,635	15,164	16,623	18,081	2.15%	1,529	1.85%	1,459	1.70%	1,458
Retail Trade	24,834	27,712	30,481	33,267	2.22%	2,878	1.92%	2,769	1.76%	2,786
Transportation and Warehousing	1,646	1,841	2,057	2,283	2.26%	195	2.24%	216	2.11%	226
Information	1,855	2,082	2,331	2,593	2.34%	227	2.25%	249	2.15%	262
Finance and Insurance	7,011	7,826	8,597	9,379	1.70%	615	1.73%	681	1.57%	672
Real Estate and Rental and Leasing	1,717	1,871	2,041	2,210	1.73%	154	1.75%	170	1.60%	169
Professional, Scientific, and Technical Services	11,346	13,558	15,976	18,400	3.63%	2,212	3.27%	2,368	2.93%	2,474
Management of Companies and Enterprises	383	455	531	610	3.51%	72	3.14%	76	2.81%	79
Administrative/Support and Waste Management/Remediation Services	9,774	11,903	13,310	15,145	3.31%	1,729	2.96%	1,807	2.62%	1,835
Educational Services	2,564	3,102	3,630	4,316	3.88%	538	3.53%	538	3.15%	626
Health Care and Social Assistance	17,760	21,533	25,668	30,092	3.83%	3,773	3.58%	4,135	3.23%	4,424
Arts, Entertainment, and Recreation	2,735	3,283	3,876	4,499	3.72%	543	3.38%	593	3.03%	623
Accommodation and Food Services	18,952	22,111	25,358	28,598	3.13%	3,159	2.78%	3,247	2.43%	3,240
Other Services (Except Public Administration)	10,859	12,572	14,488	16,297	3.06%	1,773	2.71%	1,816	2.38%	1,809
Government	25,081	27,123	29,229	31,365	1.57%	2,037	1.50%	2,101	1.42%	2,136
TOTAL	178,107	202,075	226,654	251,810	2.96%	23,966	2.32%	24,579	2.13%	25,156

Current and Projected Workforce and Training Needs in Hutto and the Surrounding Area

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Projected Employment Growth by Industry for the City of Hutto and the Surrounding Eastern Williamson County Area through 2032										
Industry Sector	2017 Value	2022 Projection	2027 Projection	2032 Projection	Annual Growth Rate 2017-22	Absolute Growth 2017-22	Annual Growth Rate 2022-27	Absolute Growth 2022-27	Annual Growth Rate 2027-32	Absolute Growth 2027-32
Agriculture, Forestry, Fishing, and Hunting	98	105	112	119	1.39%	7	1.30%	7	1.22%	7
Mining, Quarrying, and Oil and Gas Extraction	242	294	351	367	2.97%	52	2.40%	37	2.05%	36
Utilities	151	165	177	188	1.79%	14	1.41%	12	1.21%	11
Construction	2,974	3,335	3,676	4,038	2.32%	361	1.97%	341	1.90%	362
Manufacturing	2,176	2,408	2,648	2,902	2.05%	232	1.92%	240	1.85%	254
Wholesale Trade	2,954	3,366	3,781	4,215	2.65%	412	2.35%	415	2.20%	434
Retail Trade	3,378	3,683	3,979	4,255	1.80%	315	1.50%	286	1.35%	276
Transportation and Warehousing	242	272	307	342	2.36%	30	2.45%	35	2.18%	35
Information	170	194	221	250	2.68%	24	2.64%	27	2.50%	29
Finance and Insurance	845	949	1,066	1,188	2.35%	104	2.35%	117	2.19%	122
Real Estate and Rental and Leasing	207	233	262	292	2.39%	26	2.37%	29	2.19%	30
Professional, Scientific, and Technical Services	1,574	1,885	2,233	2,748	4.34%	361	4.00%	403	3.65%	450
Management of Companies and Enterprises	51	63	76	91	4.32%	12	3.82%	13	3.67%	15
Administrative/Support and Waste Management/Remediation Services	1,912	1,999	1,916	2,257	4.04%	287	3.68%	317	3.35%	341
Educational Services	410	511	625	752	4.50%	101	4.11%	114	3.77%	127
Health Care and Social Assistance	2,842	3,544	4,346	5,241	4.51%	702	4.16%	802	3.82%	895
Arts, Entertainment, and Recreation	394	482	581	688	4.11%	88	3.81%	99	3.46%	107
Accommodation and Food Services	2,730	3,249	3,801	4,373	3.54%	519	3.19%	552	2.84%	572
Other Services (Except Public Administration)	1,890	2,247	2,627	3,022	3.52%	357	3.17%	380	2.84%	395
Government	4,637	5,061	5,505	5,953	1.77%	424	1.70%	444	1.61%	458
TOTAL	29,227	33,653	38,330	43,286	2.86%	4,428	2.66%	4,673	2.46%	4,936

PANTAN Group

EXHIBIT D
2011 Interlocal Agreement

AGENDA ITEM REPORT

9.4.



To: City Council
Subject: Consideration and possible action to release the December 30, 2021 memorandum from the City Attorney concerning alleged Hutto City Charter violations. (Legal)
Meeting: Thursday, January 20, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

The City Attorney's Office prepared a memorandum dated December 30, 2021, regarding alleged violations of Section 13.03 of the City Charter by a councilmember.

SUMMARY OF REQUEST:

N/A

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Alleged Charter Violations Memo (13.03) 12.31.21

AGENDA ITEM REPORT

9.5.



To: City Council
Subject: Consideration and possible action on accepting the resignation of Mayor Pro Tem Rose.
Meeting: Thursday, January 20, 2022
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.6.



To: City Council
Subject: Consideration and possible action on appointing a person to fill the unexpired term of Place 6 City Council Member for the City of Hutto, Texas.
Meeting: Thursday, January 20, 2022
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.7.



To: City Council
Subject: Consideration and possible action on appointing a Mayor Pro Tem.
Meeting: Thursday, January 20, 2022
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action regarding Ordinance No. O-2022-004, amending Article 10.04, Fireworks, of the Code of Ordinances by removing the extraterritorial jurisdiction from the scope of the regulations, consistent with state law. (Chief Jim Stuart, Legal)
Meeting: Thursday, January 20, 2022
Department: City Manager /
Staff Contact: Matt Wojnowski

BACKGROUND INFORMATION:

Pursuant to Section 217.042(c) of the Texas Local Government Code, a home-rule municipality may no longer define as a nuisance and prohibit the sale of fireworks (or similar materials) outside of city limits. In addition, Section 342.013(a) of the Texas Local Government Code prohibits a home-rule municipality that regulates fireworks from confiscating *packaged, unopened* fireworks. The proposed amendments update the Code to be consistent with the requirements of state law, and authorizes the City Manager or designee to issue permits for controlled displays of fireworks. Currently, it is the City Council that has the authority to issue such permits.

SUMMARY OF REQUEST:

Staff recommends the City Council adopt this Ordinance.

STAFF REVIEW:

N/A

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

1. Hutto - Ordinance Updating Fireworks Regulations 1.11.22

ORDINANCE NO. O-2022-

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 10.04, FIREWORKS, OF THE CODE OF ORDINANCES BY REMOVING THE EXTRATERRITORIAL JURISDICTION FROM THE SCOPE OF THE REGULATIONS, CONSISTENT WITH STATE LAW; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION, PUBLICATION, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

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

WHEREAS, the City Council finds that the provisions governing fireworks should be amended; and

WHEREAS, the following regulations are necessary to preserve and protect the health, safety and welfare of the City of Hutto, Texas and its citizens, visitors, travelers, and businesses.

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

Article 10.04 of City of Hutto’s Code of Ordinances is hereby amended so to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, and any underlined text shall be inserted into the Code, as stated on 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 and publication.

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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of _____ 2022, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

Dorothy Palumbo
City Attorney

By: _____
Cristian Rosas-Grillet
Assistant City Attorney

Attachment “A”

Article 10.4 Fireworks

Sec. 10.04.001 Definitions

For the purposes of this article, the following words and terms shall, when used, have the meanings given in this section:

Fireworks. Any device that can be used to produce or intended for use in obtaining visible or audible pyrotechnic display or a combination of those by the combustion of explosive or flammable composition, and includes any firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells or any other substance in whatever combination by any designated name, and includes all articles or substances within the commonly accepted meaning of fireworks, whether specifically designated and defined in this section or not.

Sec. 10.04.002 Prohibited acts

- (a) It shall be unlawful for any person to manufacture, assemble, store, transport, receive, keep, offer to another or otherwise have in his possession with intent to store, keep, sell, use, discharge, cause to be discharged, ignite, detonate, fire or otherwise set in action any fireworks of any description, except under special permit as authorized *by this article*.
- (b) It shall be unlawful for any parent or guardian of any minor child below the age of eighteen (18) years to permit or allow such a minor child to store, transport, keep, use, discharge, ignite, detonate, fire or otherwise set in action any fireworks.
- (c) It shall be unlawful for any person to knowingly or intentionally encourage or in any way assist a person under eighteen (18) years of age to store, keep, use, discharge, ignite, detonate, fire or otherwise set in action, transport, possess or otherwise store any fireworks.
- (d) There shall be no fireworks displays allowed when the state forest service, the county ~~{and/}~~ or the city ~~{have}~~ *has* declared “drought conditions” as set forth in Local Government Code section 352.051.

Sec. 10.04.003 Exceptions

This article does not apply to:

- (1) Signal flares and torpedoes of the type and kind commonly used by any law enforcement agency, emergency service providers, railroad, including auto flares, and which signal flares and torpedoes are received by and stored or transported by any railroad or trucking company for use in railroad or trucking operations;

(2) Paper caps containing not in excess of an average 0.25 of a grain of explosive content per cap manufactured in accordance with the interstate commerce regulations for packing and shipping as provided therein, including toy pistols, toy canes, toy guns or other devices for use of such caps, the sale and use of which shall be permitted at all times;

(3) Fireworks being transported through the city by railroad, or on a numbered state or U.S. Highway [U.S. Highway 79], by a licensed carrier; and

(4) Fireworks being transported through the city or stored within the city in compliance with a valid permit issued by the city for a fireworks display, provided such transportation and storage shall only be valid for those permitted to transport and store the fireworks and so long as a valid permit has not expired or been revoked.

Sec. 10.04.004 Declaration of nuisance; enforcement

(a) The presence of any fireworks within the jurisdiction of the city ~~[or within 5,000 feet outside the city limits, within the extraterritorial jurisdiction,]~~ in violation of this article[,] is declared to be a common and public nuisance. Any opened fireworks items found to be in violation of this article will be deemed abandoned.

(b) The police department is directed and required to seize all opened fireworks in violation of this article found within the jurisdiction and cause them to be safely destroyed ~~[any fireworks found within the jurisdiction or within 5,000 feet of the city limits, within the extraterritorial jurisdiction, in violation of this article]~~, and the designated fire inspector or any police officer of the city or any other duly constituted peace officer is empowered to stop the transportation of fireworks and detain any opened fireworks found being transported illegally or to close any building where any fireworks are found stored illegally in accordance with the terms of this article.

(c) Notwithstanding any penal provision of this article, the city attorney is authorized to file suit on behalf of the city or the designated fire inspector or both for injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or use of fireworks within the jurisdiction of the city and to aid the designated inspector in the discharge of his duties and to particularly prevent any person from interfering with the seizure and destruction of ~~[such]~~ opened fireworks, but it shall not be necessary to obtain any such injunctive relief as a prerequisite to such seizure and destruction.

(d) The designated fire inspector or peace officer is authorized to enter any commercial, retail or manufacturing building or establishment where the unlawful presence of fireworks is suspected in order to inspect the same for the presence of such fireworks.

Sec. 10.04.005 Violations; penalty

(a) Any person who violates any of the provisions of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in accordance with the general penalty in section 1.01.009 of this code.

(b) Any person who manufactures, assembles or stores or who transports, receives, keeps, sells, offers for sale or has in his possession any fireworks~~[,]~~ within the city limits ~~[or within 5,000 feet of the city limits, within the extraterritorial jurisdiction,]~~ without a valid permit~~[,]~~ shall be fined in accordance with the general penalty in section 1.01.009 of this code. If the fireworks are separately wrapped or packaged, doing any act prohibited or omitting to do any act required by this article shall be a separate offense as to each such separately wrapped or separately packaged fireworks. Each day that a violation of this article continues with respect to any package of fireworks constitutes a separate offense.

(c) Any person who uses, discharges, causes to be discharged, ignites, detonates, fires or otherwise sets in action any fireworks, without a permit as provided herein, in violation of the provisions of this article, is guilty of a separate offense for each act prohibited by this article. Upon conviction for the first offense the offender shall be fined an amount not to exceed \$500.00. For each subsequent conviction within two years, the offender shall be fined an amount of not less than \$500.00 and not more than \$2,000.00 for each offense.

Sec. 10.04.006 Affirmative defenses

(a) *Affirmative* Defenses. *It is an affirmative defense to prosecution for possession of fireworks brought under this article that:*

(1) The defendant was operating or was a passenger in a motor vehicle that was being operated in a public place; and

(2) The fireworks were not in the passenger area of the vehicle.

(b) “Passenger area” defined. The “passenger area” of a motor vehicle means the area of the vehicle designed for the seating of the operator and the passengers of the vehicle. The term does not include:

(1) A locked glove compartment or similar locked storage area;

(2) The trunk of a vehicle; or

(3) The area behind the last upright seat of a vehicle that does not have a trunk.

Sec. 10.04.007 Controlled displays

(a) Any person, company or other entity desiring to ignite fireworks in a controlled display must file an application with the city secretary at least thirty (30) days prior to the proposed display along with an application fee as provided in the fee schedule in appendix A of this code. The applicant must identify or provide:

(1) The name of the person or company specifically licensed to ignite fireworks by the state;

(2) The exact location upon which the display is intended to be held;

- (3) The date and time the display is proposed to be ignited;
- (4) The estimated duration of the display;
- (5) A copy of the state permit for a public fireworks display;
- (6) The types of fireworks to be ignited;
- (7) A copy of the operator's state fireworks license;
- (8) The proposed trajectory and landing site of all fireworks that will be airborne;
- (9) The persons to transport the fireworks and the location, including duration, for which the fireworks are to be stored;
- (10) A safety plan for fire prevention and for the safety of persons and property at or near the display. The designated fire inspector shall review the application; and
- (11) Proof of insurance appropriate for the event.

(b) With the recommendation of the designated fire inspector, the city *manager or designee* ~~[council]~~ may issue a permit for controlled displays of fireworks. The fireworks display permitted may only be ignited as provided in the application and any restrictions added in the permit. At the time of the display, the designated fire inspector may request that the fire department be on standby at the site. As a requirement of the permit, the permittee may be charged the reasonable costs for the fire department being on standby status for the display.

(c) The city, its agents, assigns and contractors, may sponsor city fireworks displays with the express authorization of a majority vote of the city council. The designated fire inspector *and police chief* shall be notified of all city fireworks displays and shall review the proposed ignition site, the proposed trajectory and the landing site for all fireworks displays and make recommendations or proposals for any changes. The city-sponsored fireworks displays shall be exempt from the permit requirements. The designated fire inspector *and police chief* shall be notified of the location for storage of fireworks and receive a copy of the proper permit(s) for the display.

(d) All fireworks displays shall be operated and supervised by a person qualified in pyrotechnic displays. All applications for permits must include the name and qualifications of the person to operate and supervise the fireworks display. Permits that are issued shall name the person to operate and supervise the fireworks display.

(e) The city reserves the right to deny any application. The city reserves the right, with or without notice, to revoke any fireworks permit. All permits shall expire, and no longer be valid, immediately after the fireworks display permitted was to occur.

(f) Only those persons issued a valid permit shall be permitted to transport, store and ignite fireworks in compliance with a valid permit.

AGENDA ITEM REPORT

10.2.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2022-003 ordering a general election for the position of Mayor and Council places 3 and 6 to be held on May 7, 2022; providing for the publication and posting of notice; providing for early voting and election day voting; providing for performance of required administrative duties; making provisions for the conduct of such election; certifying provision of required accessible voting systems; and providing for other matters related to such election. (Legal)

Meeting: Thursday, January 20, 2022

Department: City Secretary /

Staff Contact: Cristian Rosas-Grillet

BACKGROUND INFORMATION:

The ordinance orders the general election on May 7, 2022, to elect the Mayor, Councilmember Place 3, and Councilmember Place 6.

Important Dates

First Day to File for a Place on the General Election Ballot: Wednesday, January 19, 2022.

Last Day to File for a Place on the General Election Ballot: Friday, February 18, 2022 at 5:00 p.m.

Last Day to Apply for Ballot by Mail (Received, not Postmarked): Tuesday, April 26, 2022.

Early Voting: Monday, April 25, 2022 -Tuesday, May 3, 2022.

SUMMARY OF REQUEST:

Staff recommends that the City Council approve this Ordinance.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto - Ordinance - General Election for Mayor Place 3 and 6 - 1.13.22

ORDINANCE NO. O-2022-003

A ORDINANCE OF THE CITY OF HUTTO, TEXAS, CALLING A GENERAL ELECTION FOR MAY 7, 2022, FOR THE PURPOSE OF ELECTING THE MAYOR, CITY COUNCILMEMBERS FOR PLACE 3 AND PLACE 6; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS; AND PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION.

WHEREAS, pursuant to the provisions of the Texas Election Code (as amended), other related statutes, and its Home Rule Charter, the City Council of the City of Hutto, Texas, is authorized to call a general election for the purpose of electing the Mayor and City Council members to Place 3 and Place 6; and

WHEREAS, the City Council has determined that Saturday, May 7, 2022, is the appropriate date for holding the election to elect the Mayor, Councilmember Place 3, and Councilmember Place 6, and that such date allows sufficient time to comply with requirements of law; and

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

WHEREAS, it is hereby officially found and determined that the written public notice of the date, hour, place, purpose and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code (as amended).

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

Section 1. ELECTION ORDER, PRECINCTS AND POLLING PLACES, AND ELECTION JUDGES.

Election Order. A general election to elect the Mayor, Councilmember Place 3, and Councilmember Place 6 shall be held in the City of Hutto as prescribed by applicable law between the hours of 7:00 a.m. and 7:00 p.m. on Saturday, May 7, 2022, in accordance with the attached Order of General Election.

Precincts and Polling Places. For election day voting, the City hereby designates the election precincts and polling places designated by the Williamson County Elections Administrator, and approved by the Williamson County Commissioners Court, for such election day voting.

The City election precincts and polling places designated for holding the election are identified in the attached Order of General Election, and such attachment is incorporated herein by reference for all purposes.

Election Judges. The Williamson County Elections Administrator is conducting such general election for the City pursuant to terms of an Election Services Contract. The City Council hereby appoints, for the term of such single election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Williamson County Elections Administrator.

Section 2. ELECTION CLERKS.

The presiding election judge is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election, and such election clerks shall be qualified voters of the City of Hutto, Texas. If the election is conducted by the regularly appointed presiding election judge, then the alternate presiding election judge shall be appointed to serve as one of the clerks. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

Section 3. EARLY VOTING.

Early Voting Clerk. The City Council hereby appoints the Williamson County Elections Administrator as the Early Voting Clerk. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Williamson County Elections Administrator
Post Office Box 209
Georgetown, Texas 78627-0209

Applications for ballots by mail must be received not later than 5:00 p.m. on Tuesday, April 26, 2022.

Dates for Early Voting. Early voting shall commence on Monday, April 25, 2022, and continue through Tuesday, May 3, 2022, as provided by the Texas Election Code and as shown on attachments hereto.

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

Times for Early Voting. During the period in which early voting is required or permitted by law, that being April 25, 2022, through May 3, 2022, the hours designated for early voting by personal appearance shall be those designated in the attached Order of General Election.

Section 4. EARLY VOTING BALLOT BOARD.

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

Section 5. CUSTODIAN OF ELECTION RECORDS.

Pursuant to the Election Code and the applicable Election Services Contract, the Williamson County Elections Administrator shall be appointed as Custodian of Election Records.

Section 6. CANDIDATES FILING PERIOD.

In accordance with Section 143.007 of the Texas Election Code the deadline for filing an application for a place on the ballot, with the City Secretary, is hereby designated as 5:00 p.m., Friday, February 18, 2022.

Section 7. VOTERS.

All resident, qualified voters of the City of Hutto, Texas shall be entitled to vote at the election.

Section 8. NOTICE.

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

Publication. Notice of this general election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not more than thirty (30) days and not less than ten (10) days prior to the date of the election.

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

Section 9. VOTING DEVICES.

Electronic voting systems and corresponding voting devices and equipment may be used in conducting the election. The Williamson County Elections Administrator may also utilize a central counting station as provided by Texas Election Code § 127.000 *et seq.*, as amended.

Section 10. CONDUCT ACCORDING TO STATUTES.

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

Section 11. ELECTION RESULTS.

The Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 7, 2022. The official canvass, tabulation, and declaration of the results of the general election shall be conducted by the City Council at a meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

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

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

PASSED & APPROVED this, the ____ day of _____ 2022, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____

City Secretary

APPROVED AS TO FORM:

Dorothy Palumbo
City Attorney

By: _____
Cristian Rosas-Grillet
Assistant City Attorney

**ORDER OF GENERAL ELECTION
CITY OF HUTTO, TEXAS**

A General Election is hereby ordered to be held on May 7, 2022 for the purpose of electing the Mayor and Councilmembers for Place 3 and Place 6.

Applications for a place on the ballot will be accepted beginning January 19, 2022, and must be received no later than 5:00 p.m. on February 18, 2022.

On Election Day, the General Election shall be held at the City polling places for the precincts designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court, all as are shown on Exhibit "A", which is incorporated herein by reference and made a part hereof for all intents and purposes. The polls at the designated polling places shall on said Election Day be open from 7:00 a.m. to 7:00 p.m.

The Williamson County Election Administrator is hereby appointed as the Early Voting Clerk and Custodian of Election Records. The presiding judge(s) for each of said polling places are as designated by the Election Administrator, and such presiding judge(s) are hereby authorized to appoint additional election clerks (not less than two and not more than six) to assist in conducting said election.

Early voting by personal appearance will be conducted at the locations and times as designated in Exhibit "B" which is incorporated herein by reference and made a part hereof for all intents and purposes.

Applications for a ballot by mail shall be mailed to:

Williamson County Elections Administrator
P.O. Box 209
Georgetown, Texas 78627-0209

Applications for ballot by mail must be received no later than the close of business on Tuesday, April 26, 2022.

Issued this the ____ day of January, 2022.

Mike Snyder, Mayor
City of Hutto, Texas

EXHIBIT “A”

ELECTION DAY POLLING PLACES

TBD

EXHIBIT “B”

EARLY VOTING SCHEDULE

TBD

ORDENANZA NÚM. O-2022-003

UNA ORDENANZA DE LA CIUDAD DE HUTTO, TEXAS, QUE CONVOCA A ELECCIONES GENERALES PARA EL 7 DE MAYO DE 2022, CON EL FIN DE ELEGIR AL ALCALDE, LOS CONSEJEROS DE LA CIUDAD PARA EL LUGAR 3 Y EL LUGAR 6; DISPOSICIÓN PARA LA PUBLICACIÓN Y ENVÍO DE AVISO; PROVEER VOTACIÓN ANTICIPADA Y VOTACIÓN EL DÍA DE LAS ELECCIONES; PROVEER EL CUMPLIMIENTO DE LAS TAREAS ADMINISTRATIVAS REQUERIDAS; HACER DISPOSICIONES PARA LA REALIZACIÓN DE DICHA ELECCIÓN; PROVISIÓN DE CERTIFICACIÓN DE SISTEMAS DE VOTACIÓN ACCESIBLES REQUERIDOS; Y DISPONE DE OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN.

POR CUANTO, de conformidad con las disposiciones del Código Electoral de Texas (modificado), otros estatutos relacionados y su Estatuto de Autonomía, el Concejo Municipal de la Ciudad de Hutto, Texas, está autorizado a convocar elecciones generales con el fin de elegir al Alcalde y Concejales al Lugar 3 y Lugar 6; y

POR CUANTO, el Concejo Municipal ha determinado que el sábado 7 de mayo de 2022 es la fecha apropiada para celebrar las elecciones para elegir al Alcalde, Concejales Lugar 3 y Concejales Lugar 6, y que dicha fecha permite suficiente tiempo para cumplir con los requisitos de la ley; y

POR CUANTO, el Concejo Municipal desea alentar a todos los votantes registrados en la Ciudad a votar en esta elección; y

POR CUANTO, por la presente se encuentra y determina oficialmente que se publicó el aviso público por escrito de la fecha, hora, lugar, propósito y tema de la reunión en la que se adoptó esta Ordenanza y que dicha reunión estuvo abierta al público según lo exige la ley en todo el tiempo durante el cual se discutieron, consideraron y actuaron formalmente sobre esta Ordenanza y el tema de la misma, todo según lo exige la Ley de Reuniones Abiertas, Capítulo 551 del Código de Gobierno de Texas (modificado).

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE HUTTO, TEXAS ORDENA QUE:

Sección 1. ORDEN DE ELECCIÓN, FECHA DE LA ELECCIÓN, PRECINTOS Y LUGARES DE VOTACIÓN, Y JUECES DE LA ELECCIÓN.

Orden de Elección. Se llevará a cabo una elección general para elegir al alcalde, al concejal del puesto 3 y al concejal del puesto 6 en la ciudad de Hutto, según lo prescrito por la ley aplicable, entre las 7:00 a.m. y las 7:00 p.m. el sábado 7 de mayo de 2022, de acuerdo con la Orden de Elección General adjunta.

Recintos y Lugares de Votación. Para la votación del día de las elecciones, la Ciudad designa los recintos electorales y lugares de votación designados por el Administrador de Elecciones del

Condado de Williamson y aprobados por el Tribunal de Comisionados del Condado de Williamson para dicha votación del día de las elecciones.

Los precintos electorales de la Ciudad y los lugares de votación designados para llevar a cabo la elección se identifican en la Orden de Elección General adjunta, y dicho adjunto se incorpora aquí por referencia para todos los propósitos.

Jueces electorales. El Administrador de Elecciones del Condado de Williamson está realizando dichas elecciones generales para la Ciudad de conformidad con los términos de un Contrato de Servicios Electorales. Por la presente, el Concejo Municipal designa, para el término de dicha elección única, al juez(es) presidente(s) de la elección y al(los) juez(es) suplente(s) de la elección como designados por el Administrador de Elecciones del Condado de Williamson.

Sección 2. OFICINAS ELECTORALES.

Por la presente, se autoriza al juez presidente de elecciones a designar el número de funcionarios electorales necesarios para ayudar en la conducción adecuada de las elecciones, y dichos funcionarios electorales deberán ser votantes calificados de la ciudad de Hutto, Texas. Si la elección la lleva a cabo el juez presidente de la elección designado regularmente, entonces el juez suplente de la elección presidente será designado para servir como uno de los secretarios. El nombramiento de tales secretarios deberá incluir a una persona que hable español con fluidez para servir como secretario para prestar ayuda verbal en español a cualquier votante que desee dicha ayuda en las urnas el día de la elección.

Sección 3. VOTACIÓN ANTICIPADA.

Secretario de Votación Anticipada. Por la presente, el Concejo Municipal designa al Administrador de Elecciones del Condado de Williamson como Secretario de Votación Anticipada. La dirección postal del Secretario de Votación Anticipada a la que se pueden enviar las solicitudes de boletas y las boletas para votar por correo es la siguiente:

Administrador de Elecciones del Condado de Williamson
Apartado Postal 209
Georgetown, Texas 78627-0209

Las solicitudes de boletas por correo deben recibirse a más tardar a las 5:00 p. m. el martes 26 de abril de 2022.

Fechas para la Votación Anticipada. La votación anticipada comenzará el lunes 25 de abril de 2022 y continuará hasta el martes 3 de mayo de 2022, según lo dispuesto por el Código Electoral de Texas y como se muestra en los anexos del presente.

Lugares para la Votación Anticipada. La votación anticipada se llevará a cabo en persona y por correo en los lugares de votación anticipada designados por el Administrador de Elecciones del Condado de Williamson y aprobados por el Tribunal de Comisionados del Condado de Williamson.

Horarios para la Votación Anticipada. Durante el período en que la ley requiera o permita la votación anticipada, que es del 25 de abril de 2022 al 3 de mayo de 2022, las horas designadas para la votación anticipada en persona serán las designadas en la Orden de Elección General adjunta.

Sección 4. JUNTA ELECTORAL DE VOTACIÓN ANTICIPADA.

Por la presente se crea una Junta de Boletas de Votación Anticipada para procesar las solicitudes de votación anticipada y la Ciudad por la presente designa al juez presidente de la Junta de Boletas de Votación Anticipada según lo designado por el Administrador de Elecciones del Condado de Williamson. Dicho juez presidente deberá designar no menos de dos (2) otros miembros calificados para servir en dicha Junta.

Sección 5. CUSTODIO DE LOS REGISTROS DE ELECCIONES.

De conformidad con el Código Electoral y el Contrato de Servicios Electorales aplicable, el Administrador de Elecciones del Condado de Williamson será designado como Custodio de Registros Electorales.

Sección 6. PERÍODO DE PRESENTACIÓN DE CANDIDATOS.

De acuerdo con la Sección 143.007 del Código Electoral de Texas, la fecha límite para presentar una solicitud para un lugar en la boleta electoral ante el Secretario de la Ciudad se designa como el viernes 18 de febrero de 2022 a las 5:00 p. m.

Sección 7. VOTANTES.

Todos los votantes calificados residentes de la ciudad de Hutto, Texas, tendrán derecho a votar en la elección.

Sección 8. AVISO.

Destino. El aviso de esta elección general, incluida una traducción al español del mismo, se dará mediante la publicación de la documentación correspondiente en el tablón de anuncios utilizado para publicar los avisos de las reuniones del Concejo Municipal, y la misma se publicará a más tardar el día veintiuno (21) antes la fecha de la elección y permanecerá publicado hasta el día de la elección.

Publicación. El aviso de esta elección general, incluida una traducción al español del mismo, se publicará una vez en un periódico de circulación general en la Ciudad, y la publicación no aparecerá más de treinta (30) días ni menos de diez (10) días antes de la fecha de la elección.

Autorización al Secretario de la Ciudad. Por la presente, se autoriza y ordena al Secretario de la Ciudad que publique y fije los avisos requeridos en la forma y durante los períodos de tiempo requeridos por la ley.

Sección 9. DISPOSITIVOS DE VOTACIÓN.

Los sistemas de votación electrónica y los dispositivos y equipos de votación correspondientes pueden usarse para llevar a cabo la elección. El Administrador de Elecciones del Condado de Williamson también puede utilizar una estación de conteo central según lo dispuesto por el Código Electoral de Texas § 127.000 et seq., según enmendado.

Sección 10. CONDUCTA SEGÚN LOS ESTATUTOS.

En todos los aspectos sustantivos, la elección se llevará a cabo de acuerdo con las disposiciones aplicables de la Constitución de Texas, el Código Electoral de Texas, cualquier otro estatuto aplicable y el Estatuto de Autonomía de la Ciudad de Hutto.

Sección 11. RESULTADOS DE LAS ELECCIONES.

El Administrador de Elecciones del Condado de Williamson llevará a cabo una tabulación no oficial de los resultados después del cierre de las urnas el 7 de mayo de 2022. El Concejo Municipal llevará a cabo el escrutinio oficial, la tabulación y la declaración de los resultados de la elección general en una reunión del consejo celebrada de acuerdo con las disposiciones del Código Electoral de Texas.

Sección 12. VARIOS.

Las disposiciones de esta Ordenanza son separables; y en caso de que una o más de las disposiciones de esta Ordenanza o la aplicación de la misma a cualquier persona o circunstancia se considere inválida, inconstitucional o ineficaz en relación con cualquier persona o circunstancia, entonces el resto de esta Ordenanza, no obstante, será válido , y la aplicación de dicha disposición inválida a personas o circunstancias distintas de aquellas para las que se considera inválida no se verá afectada por ello.

Por la presente, el Concejo Municipal determina y declara que se publicó un aviso por escrito de la fecha, hora, lugar y tema de la reunión en la que se adoptó esta Ordenanza y que dicha reunión estuvo abierta al público según lo exige la ley en todo momento durante el cual se aprobó esta Ordenanza. y el tema del presente se discutieron, consideraron y actuaron formalmente, todo de acuerdo con y según lo requerido por la Ley de Reuniones Abiertas, Capítulo 551, Código de Gobierno de Texas, según enmendado, y la Ley.

LEIDA, APROBADA y ADOPTADA en su primera lectura el ____ de **enero** de **2022** en una asamblea ordinaria del Consejo Municipal de Hutto, con quorum presente.

CIUDAD DE HUTTO

Mike Snyder, Alcalde

ATESTIGUA:

Secretario de la Ciudad

APROBADO EN CUANTO A FORMA:

Dorothy Palumbo
Abogada de la Ciudad

Cristian Rosas-Grillet
Abogado Asistente de la Ciudad

ORDEN DE ELECCIONES GENERALES

CIUDAD DE HUTTO, TEXAS

Por la presente, se ordena que se celebre una Elección General el 7 de mayo de 2022 con el fin de elegir al Alcalde y a los Concejales para el Lugar 3 y el Lugar 6.

Las solicitudes para un lugar en la boleta se aceptarán a partir del 19 de enero de 2022 y deben recibirse a más tardar a las 5:00 p.m. el 18 de febrero de 2022.

El Día de la Elección, la Elección General se llevará a cabo en los lugares de votación de la Ciudad para los precintos designados por el Administrador de Elecciones del Condado de Williamson y aprobados por el Tribunal de Comisionados del Condado de Williamson, todo como se muestra en el Anexo "A", que se incorpora aquí como referencia e hizo parte del mismo para todos los efectos. Las urnas en los colegios electorales designados deberán estar abiertas en dicho Día de la Elección de 7:00 a.m. a 7:00 p.m.

Por la presente, se designa al Administrador de Elecciones del Condado de Williamson como Secretario de Votación Anticipada y Custodio de Registros Electorales. El(los) juez(es) presidente(s) de cada uno de dichos lugares de votación son designados por el Administrador de Elecciones, y dicho(s) juez(es) presidente(s) está(n) autorizado(s) por el presente a nombrar funcionarios electorales adicionales (no menos de dos ni más de seis) para ayudar en la realización de dicha elección.

La votación anticipada en persona se llevará a cabo en los lugares y horarios designados en el Anexo "B", que se incorpora al presente como referencia y forma parte del mismo para todos los efectos y propósitos.

Las solicitudes de boletas por correo se enviarán por correo a:

Administrador de Elecciones del Condado de Williamson
Apartado Postal 209
Georgetown, Texas 78627-0209

Las solicitudes de boletas por correo deben recibirse antes del cierre de operaciones del martes 26 de abril de 2022.

Emitido este el día ____ de enero de 2022.

ANEXO “A”

LUGARES DE VOTACIÓN DEL DÍA DE ELECCIÓN

ANEXO “B”

PROGRAMA DE VOTACIÓN ANTICIPADA

AGENDA ITEM REPORT

11.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-184 authorizing the Mayor to execute a new Interlocal Agreement with Williamson County, Texas, for the waterline relocation next to CR 404. (Wade Benton)
Meeting: Thursday, January 20, 2022
Department: City Manager /
Staff Contact: Stacy Schmitt

BACKGROUND INFORMATION:

CR404 Waterline relocation

- Existing 16" water line is located within existing CR404 right of way
- Williamson County is relocating CR404
- Williamson County will be responsible for relocation of the existing 16" PVC water line and upsizing to 24" HDPE new line
- Williamson County will pay for design and construction costs of the new line
- New water line will be located within a new easement adjacent to CR404. County will be responsible for acquiring the easement.

SUMMARY OF REQUEST:

Staff recommends approval of this agreement to relocate the waterline near CR 404.

STAFF REVIEW:

Staff and DCS Engineering have been working with the Williamson County on this waterline relocation project. DCS has provided technical design reviews throughout the process.

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

1. 20-220117-Hutto-Waterline-ILA-Exhibit

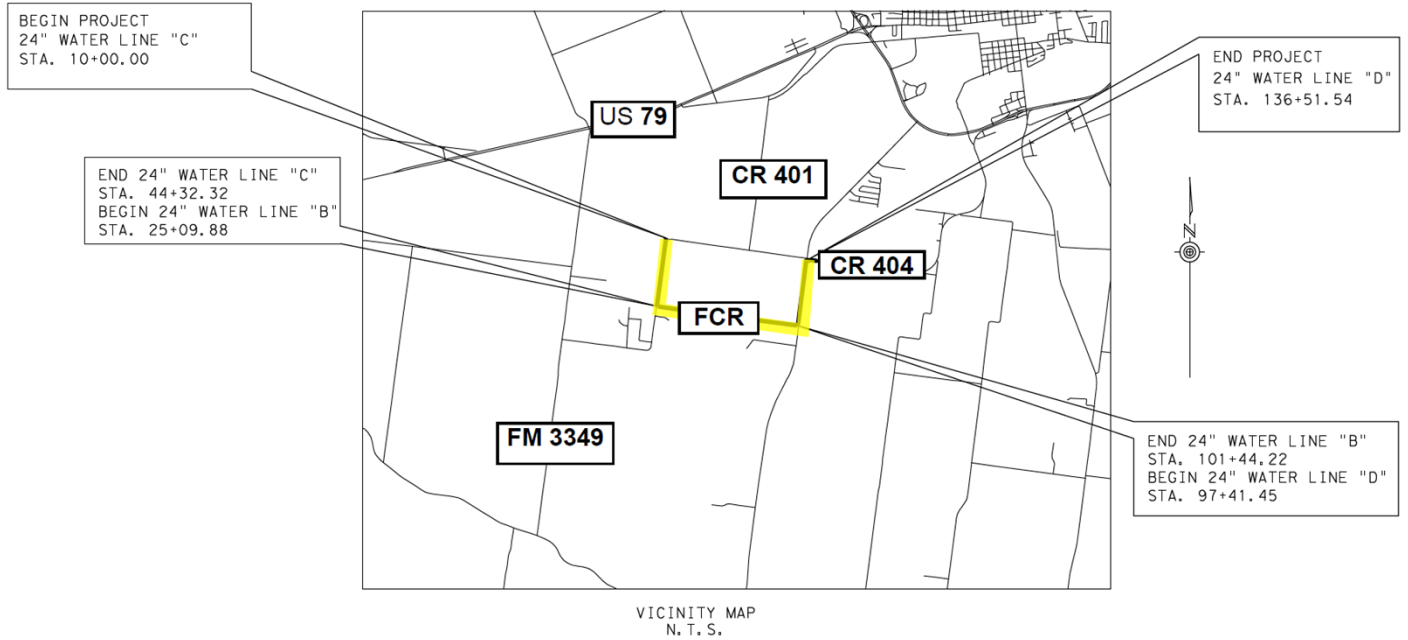
AGENDA ITEM REPORT

11.1.



-
2. Hutto Waterline Relo
 3. R-2021-184 Hutto Resolution Approving WilCo ILA

EXHIBIT A
APPROXIMATE LOCATION OF WATERLINE RELOCATION



**INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO RELOCATION OF HUTTO WATER LINE IMPROVEMENTS
ALONG COUNTY ROAD 404**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“Agreement”) is entered into between the City of Hutto, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, the County is in the process of re-aligning CR 404 (the “County Project”); and

WHEREAS, a portion of the existing CR 404 includes an 16” City of Hutto Transmission Water Line (the “Waterline”) located within the current CR 404 right-of-way; and

WHEREAS, in connection with the construction of the County Project, the County desires to relocate a portion of the Waterline (the “Waterline Relocation”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project and the Waterline Relocation; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the County’s relocation and construction of the Waterline required by the County Project, based on the terms and conditions as stated herein.

1.02 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing City customers and will not result in the permanent loss of water service to any such customers.

II.

CONSTRUCTION OF WATERLINE RELOCATION

2.01 County Obligations. The County shall be responsible for all the costs related to the preliminary and final design, construction bidding, project management and construction of the Waterline Relocation. The Waterline Relocation will be bid and constructed concurrently with, or prior to, the County Project, with construction to be complete by December 30, 2022. The City agrees that the unobligated balance available to the City, if approved by the Commissioners Court, from the County Solid Waste Landfill Fund named “WM City of Hutto and Hutto ISD” and the City’s share of future grants from said Fund may be retained by the County to offset costs related to the Waterline Relocation.

2.02 Construction Plans. The County will submit the plans and specifications related to the Waterline Relocation to the City for its review and approval prior to contract award. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction. The Waterline Project requires the replacement of an existing 16” waterline with a new 24” High Density Polyethylene waterline and associated appurtenances. The approximate location of the new CR 404 is as shown on Exhibit “A”, attached hereto.

2.03 Inspection, Testing, and Maintenance. The City shall inspect the Waterline Relocation during construction and perform any required testing. Upon receipt of notification from the City that the City’s inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City. After acceptance, the City shall own and operate the Waterline.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the Waterline Relocation. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the Waterline Relocation in amounts satisfactory to the City. The County shall transfer any warranties for the Waterline Relocation to the City upon final completion and acceptance of the project.

2.06 Easements. The City’s Waterline will be relocated into new easements granted to Hutto at the approximate location shown on Exhibit “A”, which shall be adjacent to CR 404, FM 973 and the future county road.

2.07 City Obligations. The City shall have no financial obligations regarding the Waterline Relocation. However, if the City receives any federal, state or county grants for the Waterline Relocation, the City will remit to the County all grant payments received within three

(3) months receipt of said grant or grants. After acceptance by the City, the City will assume responsibility for the ownership and operation of the Waterline.

2.08 Southeast Loop. The County is in the process of designing Segment 2 of the Southeast Loop, running from US 79 to SH 130. The City has previously granted permission for the County to construct Segment 3 of the Southeast Loop. The City grants permission to the County to construct Segment 2 of the Southeast Loop, including the right to exercise eminent domain to acquire right-of-way. After City acceptance, the City will maintain all portions of the Southeast Loop within the Hutto city limits. County and City remain committed to the construction of the Southeast Loop, including the development of wastewater infrastructure within the Southeast Loop right of way.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of

the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Waterline Relocation and acceptance of the public improvements by Georgetown.

4.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.8 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.9 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

HUTTO: City Manager
500 West Live Oak
Hutto, Texas
Telephone: (512) 759-4015
Facsimile: (512) 846-2653

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr., County Judge
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

4.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF HUTTO, TEXAS

By: _____
Michael Snyder, Mayor

ATTEST:

By: _____
_____, _____ City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Michael Snyder as Mayor of the City of Hutto, a Texas home-rule city, on behalf of said city.

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

RESOLUTION NO. R-2021-184

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAMSON COUNTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into an Interlocal Agreement with Williamson County for completing design services and construction related to relocation of Hutto water line improvements along County Road 404; and

WHEREAS, the City Council desires to authorize the Mayor to execute the Interlocal Agreement, as attached.

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 Mayor to execute the Interlocal Agreement, attached, 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 20th day of January, 2022.

Mike Snyder, Mayor

ATTEST:

City Secretary

AGENDA ITEM REPORT

11.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-004 approving the First Amendment to the Chapter 380 Economic Development Agreement between the City of Hutto and CB TIBP Investments, LLC. (Legal)
Meeting: Thursday, January 20, 2022
Department: City Secretary /
Staff Contact: Matt Wojnowski, Cristian Rosas-Grillet

BACKGROUND INFORMATION:

The City of Hutto and CB TIBP Investments, LLC, entered into the Agreement dated January 23, 2019, regarding the completion of certain improvements to their property. the Agreement further provided for the City's reimbursement to Company of 45% of ad valorem property tax levied on the Property and improvements on the Property (the "Incentive") for a period of ten (10) years. the Agreement's provisions regarding the commencement of the Incentive Period and duration of the Incentive Payments are not entirely consistent. The proposed first amendment to the Chapter 380 Economic Development Agreement clarifies that The Incentive Period will (a) commence on January 1, 2021, (b) extend for 108 consecutive months thereafter, and (c) terminate as of close of business on December 31, 2029. For Tax Year 2021, the City will pay to the Company ninety percent (90%) of the ad valorem taxes levied by the City. For the remaining years of the Incentive Period, the City will pay to the Company forty-five percent (45%) of ad valorem taxes levied by the City on the Property and improvements on the Property. The proposed amendments also adds provisions required by state law.

SUMMARY OF REQUEST:

Staff recommends that the City Council approve this Resolution.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2022-004 Hutto Resolution 1st Amend 380 1.13.22

RESOLUTION NO. R-2022-004

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING THE FIRST AMENDMENT TO THE
CHAPTER 380 ECONOMIC DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF HUTTO AND CB
TIBP INVESTMENTS, LLC; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Parties entered into the Agreement dated January 23, 2019, regarding the completion of improvements to the property more particularly described on Exhibit “A” to the Agreement (the “Property”);

WHEREAS, the Agreement further provided for the City’s reimbursement to Company of 45% of ad valorem property tax levied on the Property and improvements on the Property (the “Incentive”) for a period of ten (10) years (the “Incentive Period”);

WHEREAS, the Agreement’s provisions regarding the commencement of the Incentive Period and duration of the Incentive Payments are not entirely consistent;

WHEREAS, the Parties desire to enter into this First Amendment to clarify their intent with respect to the commencement of the Incentive Period and the duration of the Incentive Payments;

WHEREAS, the Hutto City Council desires to approve the First Amendment to the Chapter 380 Economic Development Agreement between the City of Hutto and CB TIBP Investments, LLC (“First Amendment”); and

WHEREAS, the City Council desires to authorize the Interim City Manager to execute the First Amendment, attached hereto as Exhibit A.

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

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

SECTION 2: The Hutto City Council hereby approves and authorizes the Interim City Manager to execute the First Amendment, a copy of same being attached hereto as Exhibit A 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 6th day of January, 2022.

Mike Snyder, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Dorothy Palumbo
City Attorney

By:_____
Cristian Rosas-Grillet
Assistant City Attorney

CB TIBP INVESTMENTS, LLC AND

CITY OF HUTTO, TEXAS

AMENDMENT TO CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Amendment (the “Amendment”) to Chapter 380 Economic Development Agreement (the “Agreement”) is entered into effective this ____ day of _____, 2022 (the “Effective Date”), by and between the City of Hutto, Texas, a Texas home rule municipal corporation (the “City”), and CB TIBP Investments, LLC, its successors and assigns (the “Company”), with each of the City and the Company referred to herein as a “Party” and collectively, the “Parties”.

WHEREAS, the Parties entered into the Agreement dated January 23, 2019, regarding the completion of improvements to the property more particularly described on Exhibit “A” to the Agreement (the “Property”);

WHEREAS, the Agreement further provided for the City’s reimbursement to Company of 45% of ad valorem property tax levied on the Property and improvements on the Property (the “Incentive”) for a period of ten (10) years (the “Incentive Period”);

WHEREAS, the Agreement’s provisions regarding the commencement of the Incentive Period and duration of the Incentive Payments are not entirely consistent; and

WHEREAS, the Parties desire to enter into this Amendment to clarify their intent with respect to the commencement of the Incentive Period and the duration of the Incentive Payments;

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

Section 4.1 shall be replaced with the following:

- 4.1 Incentive Period. The Incentive Period will (a) commence on January 1, 2021, (b) extend for 108 consecutive months thereafter, and (c) terminate as of close of business on December 31, 2029.

IT IS FURTHER AGREED that Section 4.2 shall be replaced with the following:

4.2 Incentive Payments. For the first year, conditioned upon the payment by the Company of City-imposed ad valorem property taxes on the Property and improvements on the Property, within thirty (30) days after receipt of the Property tax payment, commencing on January 1, 2021, the City will pay to the Company ninety percent (90%) of the ad valorem taxes levied by the City. For tax year 2021, the ad valorem taxes levied by the City were Twenty-Two Thousand Six Hundred Thirty-Seven and 18/100 Dollars (\$22,637.18). The payment for the first year of the Incentive Period shall be Twenty Thousand Three Hundred Seventy-Three and 46/100 Dollars (\$20,373.46). For the remainder of the Incentive Period, conditioned upon the payment by the Company of City-imposed ad valorem property taxes on the Property and improvements on the Property, within thirty (30) days after receipt of the Property tax payment, commencing on January 1, 2022, the City will pay to the Company forty-five percent (45%) of ad valorem taxes levied by the City on the Property and improvements on the Property. The payments will continue until the Company has received payments for a period of nine (9) years, commencing with the first year

payment is received. The Parties understand and agree that the Incentive Payment for Tax Year 2029 will occur during calendar year 2030 in accordance with this Section. These payments are conditioned upon the Company paying each year City ad valorem tax payments and complying with the Company Covenants and other provisions of this Agreement.

IT IS FURTHER AGREED that Article 5, Miscellaneous, shall be amended to add Sections 5.18 through 5.23 to read as follows:

5.18 No Boycott of Israel. If applicable, if the Company employs 10 or more full-time employees and the contract has a value of \$100,000 or more, Company shall comply with the provisions of Section 2271.002(b), Government Code that the Company does not boycott Israel or that during the term of the contract will not boycott Israel.

5.19 HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict-of-interest form (“Disclosure of Interested Parties”) at the time you submit your signed contract to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

5.20 Employment of Undocumented Workers. This Section is required by Chapter 2264, Tex. Gov. Code and governs over any conflicting provisions of this Agreement. The Company will not knowingly employ undocumented workers as that term is defined in Section 2264.001, Tex. Gov. Code. If the Company is convicted of a violation under 8 U.S.C. Section 1324a (f), the conviction is a breach of this Agreement and the City Manager of the City will send Company written notice that the Company has violated this paragraph and that the Agreement terminates 30 calendar days from the date of the notice. It is further understood and agreed by the parties that if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company will reimburse City the full amount paid to the Company pursuant to this Agreement within 120 days after the City notifies the Company of the violation.

5.21 Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Company represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

5.22 Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Company hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Company understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

5.23 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, the Company hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Company understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

All other provisions of the Agreement, to the extent not amended herein, shall remain in full force and effect.

Remainder of Page Left Intentionally Blank.

EXECUTED to be effective as of this _____ day of _____, 2022.

CB TIBP INVESTMENTS, LLC,
A Texas limited liability company

By: _____
Cory Brymer, Manager

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

By: _____
Printed Name: _____
Title: _____