



City of Hutto

Agenda

City Council Meeting

Thursday, February 10, 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. **PROCLAMATION**
7. **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.

7.1. General Comments from City Council

7.2. City Council Liaison Reports

8. **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 on 2.10.22. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

9. **CONSENT AGENDA ITEMS**

9.1. Consideration and possible action on approving the January 6, 2022, City Council meeting minutes.

- 9.2. Consideration and possible action on approving the January 20, 2022, City Council meeting minutes.
- 9.3. Consideration and possible action on Ordinance No. O-2022-001 for the proposed Planned Unit Development (PUD) zoning request for the property known as NorthStar Hutto Planned Unit Development (PUD), 11.74 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is active adult 55+ multi-family use. (Second Reading) (Ashley Lumpkin).
- 9.4. Consideration and possible action on 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. (Second Reading) (Chief Jim Stuart, Legal).
- 9.5. 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. (Second Reading) (Legal).
- 9.6. Consideration and possible action on Resolution No. R-2022-011 acknowledging the assignment of the Groundwater Lease dated September 14, 2004, between Verna M. and Adolph A. Grieger, Sr. and Heart of Texas Suppliers, LP, the City of Hutto's predecessor in interest, from Verna M. Grieger and Adolph A. Grieger to Randolph W. Thiem and Jeannette Thiem. (Legal)

10. RESOLUTIONS

- 10.1. Consideration and possible action on resolution R-2022-008 accepting a petition for the creation of a public improvement district for the project known as The Estates of Hutto, calling a public hearing on the creation of a public improvement district, directing the mailing and publication of notice of a public hearing on the creation of a public improvement district, and matters related thereto. (Legal - D. Palumbo)

11. OTHER BUSINESS

- 11.1. 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.
- 11.2. Presentation of the City Financials for the Month of December as well as the Monthly Investment Report as Required by the Fiscal and Budgetary Policy. (Angie Rios)
- 11.3. Presentation of Bond Review by BrooksWatson & Co., regarding review of bond expenditures related to the following debt issuances: 2016 General Obligation Bond, 2017 Certificates of Obligation, 2019 Certificates of Obligation, and 2019 General Obligation, with discussion and possible action. (Angie Rios).
- 11.4. Presentation of Hutto's Development Trends. (Ashley Lumpkin)
- 11.5. Staff updates on park improvement projects. (Jeff White)
- 11.6. Update on Weather Winterization. (Padma Patla)
- 11.7. Discussion regarding Texas State Technical College (TSTC) interlocal agreement and appointment of committee. (Isaac Turner)

- 11.8. Consideration and possible action on a Resolution No. R-2022-010 terminating the 380 Economic Development Agreement between the City of Hutto and Flix Brewhouse VI, LLC, alternatively declaring the 380 Economic Development Agreement between the City of Hutto and Flix Brewhouse VI, LLC void. (Legal - D. Palumbo)
- 11.9. Consideration and possible action on presentations by outside agencies not receiving funding in the Annual Budget for Fiscal Year 2021/2022. (Councilmember Villareal Salvo, Councilmember Gordon).
- 11.10. Discussion and possible action to add a nomination process to Council Protocols. (Councilmember Thornton, Mayor Snyder)
- 11.11. Consideration and possible action on appointing a Mayor Pro Tem in accordance with Section 3.05 of the City Charter.
- 11.12. Presentation by Titan Development (Councilmember Villareal Salvo, Mayor Snyder)

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. Deliberate pursuant to Texas Government Code Section 551.074 Personnel Matters – Organizational roles and responsibilities of the City Manager's Office.
- 12.3. Pursuant to Texas Government Code Section 551.071 (Attorney Consultation) to deliberate and seek legal advice and deliberate pursuant to Texas Government Code Section 551.074 relating to the City Manager search process.
- 12.4. Deliberate the purchase, exchange, sale, value or lease of real property pursuant to Texas Government Code Section 551.072 relating to real properties within the City of Hutto, Texas.
- 12.5. Pursuant to Texas Government Code Section 551.071 (Attorney Consultation) to deliberate and seek the advice of its Legal Counsel regarding Subpoenas issued by Preston Hollow Capital, LLC in Preston Hollow Capital, LLC v. Nuveen, LLC et al. pending in the Superior Court of the State of Delaware and Longhorn Title Co. v. Preston Hollow Capital, LLC.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 13.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 13.2. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.074 Personnel Matters – organizational roles and responsibilities of the City Manager's Office.
- 13.3. Consideration and possible action relating to legal advice received pursuant to Texas Government Code Section 551.071 (Attorney Consultation) and deliberations pursuant to Texas Government Code Section 551.074 relating to the City Manager search

process.

- 13.4. Consideration and possible action relating to the purchase, exchange, sale, value or lease of real property pursuant to Texas Government Code Section 551.072 relating to real properties within the City of Hutto, Texas.
- 13.5. Consideration and possible action relating to legal advice pursuant to Texas Government Code Section 551.071 (Attorney Consultation) regarding Subpoenas issued by Preston Hollow Capital, LLC in Preston Hollow Capital, LLC v. Nuveen, LLC et al. pending in the Superior Court of the State of Delaware and Longhorn Title Co. v. Preston Hollow Capital, LLC.

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 February 2, 2022 at 5:00 P.M.



Angela Walton

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

9.1.



To: City Council
Subject: Consideration and possible action on approving the January 6, 2022, City Council meeting minutes.
Meeting: Thursday, February 10, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 1-6-22 Minutes



City of Hutto

MINUTES

City Council Meeting

Thursday, January 6, 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 - 7:00 PM

2. ROLL CALL

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

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. CITY MANAGER COMMENTS

6. CITY COUNCIL COMMENTS

6.1. General Comments from City Council

Councilmember Kinsey: Thank you to those that came out to the Glenwood HOA, polar bear plunge, you know, we got raised some diapers, so thank you for those people that came out and Glenwood HOA for hosting that event.

Also, the chamber of commerce gala will be held on the 15th. So if you're interested in that, I believe tickets are available. I think they may be, they'll probably take them until tomorrow. I think their ad said that they would end today, But I'm sure if you get them in on Friday, they won't be too, too upset. That's all that I had.

Councilmember Villarreal Salvo: I just wanted to say thank you to, our Hutto police department. I had already done a daytime and nighttime ride along, but the assistant chief and chief invited me a few weeks ago to come out and do another ride along.

They said, come check out how things have changed and just meet some of the new guys. and so, I took them up on it and got to go out actually on New Year's Eve and, um, my goodness, the amount of, awe of just how different it is and how impressive it is, the work that they do with our fire department and our ems is, um, it's, it's pretty impressive.

I know that, you know, we have a fireworks ordinance and it prompted the question of, you know, you know, we're not in a burn ban. Why are we still under an ordinance in city? and so, uh, we, there were a lot of good conversations happening, but it was definitely a reminder of how hard the holidays are for a lot of people. It can be really depressing time.

The priority of calls that take precedence over a firework is, you know, for health and safety and, um, the big drug bust that happened, happened actually with the officer that I was riding along with that night.

and it was a little terrifying, but again, it's really amazing and impressive to see the coordination between our officers and the other emergency services entities that we partner with across the city.

It is something that is open to all the public in the city of Hutto and I know council member Gordon has gone and done them as well. I really want to encourage any members of the community to go out and do a ride along. They, they welcome it, they want to engage with the community. It's definitely a great way for us to foster good relationships with the police department, um, and just, you know, put faces and names to each other. So again, it was a really great experience and I'm thankful that I was invited to attend and I look forward to hearing more people's experiences, so I hope you all can all go.

Councilmember Gordon: I just had a couple of items really quick.

so one, um, so, I saw a couple of council member Villarreal Salvo's posts, I think today or yesterday on social media, about in the Williamson County Health Services District, um, opportunities for vaccinations and that, and notice that there wasn't anything in Hutto, it's kind of Round Rock and Taylor, but not Hutto.

I was talking with our former board member, Terrence Owens and he, requested to get with Matt and with our current board member Bob, to kind of do a download on what he was working with, cause a lot of what he was trying to do is to get more things in Hutto. So hopefully we can get that going and we can advocate for more opportunities in Hutto for these kinds of things or citizens don't have to drive. Then the other thing was, um, just had a question on emergency preparedness specifically with the city and I did have a conversation with Isaac on this.

I wanted to let this rest of the city council know and ask for a possible item on a future agenda to talk about where we're at and to give an update on emergency preparedness.

We had talked about moving the current generator, that's here at City Hall over to the PD ordering another generator, a bigger one that can handle a bigger load here.

We had talked about winterizing our pumps out of the well field and so I would just like to get an official update from staff sometime in the near future to council on kind of where we're at, what our plans are, um, and what we're doing to move forward, to make sure that we're not in a similar situation we were in last February.

Thank you.

6.2. City Council Liaison Reports

Councilmember Gordon attended the Planning and Zoning meeting.

7. PUBLIC COMMENT

Nicole Calderone
James Weaver
Dana Reska

Councilmember Villarreal Salvo made a motion to move Item 9.6 ahead of the consent agenda. Councilmember Sutton seconded the motion. Mayor Snyder objected. Councilmember Villarreal Salvo seconded. Motion failed (4:3) with Councilmembers Thornton, Kinsey, Gordan and Mayor Snyder against.

8. CONSENT AGENDA ITEMS

- 8.1. Consideration and possible action on approving the November 18, 2021 City Council meeting minutes.
- 8.2. Consideration and possible action on December 2, 2021, City Council meeting minutes.
- 8.3. Consideration and possible action on December 2, 2021, Special Called City Council meeting minutes.
- 8.4. Consideration and possible action on approving the December 9, 2021, Special Called meeting minutes.
- 8.5. Consideration and possible action on Ordinance No. O-2021-077 an ordinance amending the budget for the fiscal year of October 1, 2021, through September 30, 2022, by appropriating and setting aside the necessary funds for additional expenditures in accordance with existing statutory requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (Second Reading)(Angie Rios)
- 8.6. Consideration and possible action on approval of the 2022 Holiday Calendar. (Irene Talioaga)
- 8.7. Consideration and possible action on Resolution No. R-2022-001 designating the Taylor Press as the official newspaper of record for all official City publications. (Legal)
- 8.8. Consideration and possible action on Resolution No. R-2022-002 changing the duties of the Acting City Manager to the Assistant City Manager and providing an effective date. (Legal)
- 8.9. Consideration and possible action on Resolution No. R-2022-003 regarding Council Protocols. (Legal)

Councilmember Sutton pulled Item 8.6. Councilmember Gordon made a motion to approve items 8.1, 8.2, 8.3, 8.4, 8.5, 8.7, 8.8, 8.9 with the amendment to Item 8.9 to correct any formatting errors. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously (7:0)

Discussion ensued regarding adding Juneteenth to the Holiday Calendar. Councilmember Sutton made a motion to approve the holiday calendar with the addition of Juneteenth as a city recognized holiday to follow federal guidelines. effective June 20, 2022. Mayor Snyder seconded the motion and made the amendment to follow federal guidelines. The motion passed unanimously. (7:0)

9. OTHER BUSINESS

- 9.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, Area Government appointments, Advisory Committees and City of Hutto's representative on the Central Texas Clean Air Coalition (CAC).

Councilmember Gordon made a motion to appoint the following:

- Eddie Restrepo - Parks Advisory Board
- Robin Bell- Library Advisory Board
- Gina Chin -Diversity and Inclusion Commission
- Marcus Coleman – Library Advisory Board and Emergency Preparedness Task

Force

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

- 9.2. Presentation on the review and update to the City's personnel policy. (Irene Talioaga)
Matt Wojnowski presented. Discussion ensued.
- 9.3. Consideration and possible action on potential agreements regarding various subdivision drainage ditches. (Councilmember Villarreal Salvo)
Wade Benton presented. Discussion ensued.
- 9.4. Consideration and possible action regarding the Certificate of Occupancy/Temporary Certificate of Occupancy process with a focus on the Hutto ISD facilities but not limited to only those for discussion. (MPT Rose)
Item tabled. Ordinance regarding Certificate of Occupancy violation will come back at a later time.
- 9.5. 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
Discussion ensued. Item tabled.
- 9.6. Discussion and possible action to consider a Chamber of Commerce Annual Gala table sponsorship. (Council Member Villareal Salvo)

Discussion ensued.

Nicole Calderone spoke on this item.

Mayor Snyder requested to move Item 9.6 into executive session. Councilmember Sutton seconded the motion. Councilmember Sutton withdrew her second, MPT Rose seconded the motion. Motion failed (4:3) with Councilmembers Kinsey, Gordon, Villarreal Salvo, and Sutton against.

Councilmember Kinsey made a point of inquiry.
Councilmember Sutton made a point of inquiry.

MPT Rose made a motion to deny the sponsorship of the table. Mayor Snyder seconded the motion. The motion passed (4:3) with Councilmember Kinsey, Gordon, Sutton against.

10. ORDINANCES

- 10.1. Consideration of a public hearing and possible action on Ordinance No. O-2022-001 for the proposed Planned Unit Development (PUD) zoning request for the property known as NorthStar Hutto Planned Unit Development (PUD), 11.74 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is active adult 55+ multi-family use. (Ashley Lumpkin)

Ashley Lumpkin presented.

Public hearing opened: 8:31 PM
Public hearing closed: 8:31 PM

No comments from the public were received.

Discussion ensued.

Councilmember Villarreal Salvo made a motion to approve Item 10.1 as presented. Councilmember Kinsey seconded the motion. The motion passed unanimously. (7:0)

11. RESOLUTIONS

- 11.1. Consideration and possible action on Resolution No. R-2021-184 authorizing the Mayor to execute an Interlocal Agreement with Williamson County, Texas for a waterline relocation and appropriating funds. (Legal)

Mayor Snyder made a motion to table this item. Councilmember Thornton seconded the motion. The motion passed unanimously (7:0)

- 11.2. Consideration and possible action on Resolution No. R-2022-005 accepting the dedication of approximately 3.4 acres of parkland, more particularly described as Lot 26, Block A, DURANGO FARMS PHASE 1, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2020131845, Official Public Records of Williamson County, Texas, pursuant to the Second Amended and Restated Development Agreement between the City of Hutto and MA Durango Farms, LLC.

Councilmember Villarreal Salvo made a motion to approve Item 11.2 as presented and to authorize the Mayor to sign the deed that's attached to the resolution. Councilmember Sutton seconded the motion. The motion passed unanimously (7:0)

12. EXECUTIVE SESSION Entered: 9:28 PM

Entering executive session for items 12.1, 12.2, and 12.4.

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

- 12.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 12.2. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberation regarding economic development negotiations pursuant to Texas Government Code 551.087 to deliberate the offer of a financial or other incentive to a business prospect, Project Acropolis.
- 12.3. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to the creation of the Harvest Farms Municipal Utility District.
- 12.4. Deliberate pursuant to Texas Government Code Section 551.074 Personnel Matters – the duties of the Interim City Manager.

13. ACTION RELATIVE TO EXECUTIVE SESSION Reconvened: 10:19 PM

- 13.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests. **No action taken.**
- 13.2. Consideration and possible action relating to legal advice pursuant to Texas Government Code Section 551.071 and deliberation regarding economic development negotiations pursuant to Texas Government Code 551.087 to deliberate the offer of a

financial or other incentive to a business prospect, Project Acropolis.

No action taken.

- 13.3. Consideration and possible action relating to the creation of the Harvest Farms Municipal Utility District.

City Attorney Dottie Palumbo- the developer's attorney wanted me to relay to counsel that they're regrouping internally with the Walther family, the landowners, following the holidays and working to assemble the wastewater SCR engineering for information that's outstanding and they're requesting that council not take action on this item.

- 13.4. Consideration and possible action relating to the duties of the Interim City Manager.

No action taken.

14. ADJOURNMENT -10:21 PM

Mike Snyder, Mayor

ATTEST:

AGENDA ITEM REPORT

9.2.



To: City Council
Subject: Consideration and possible action on approving the January 20, 2022, City Council meeting minutes.
Meeting: Thursday, February 10, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 1-20-22 Mins



City of Hutto

MINUTES

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- 7:00 PM

2. ROLL CALL

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

Absent: MPT Tanner Rose

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. CITY MANAGER COMMENTS

6. CITY COUNCIL COMMENTS

6.1. General Comments from City Council

Councilmember Villarreal Salvo:

I really enjoyed going to our, um, chamber of commerce, gala this past weekend, we got to see a lot of our local businesses that were there in attendance and just celebrate the work they're doing for the local community. I mean, that's what it's about is supporting our economy, in our local area. So, it was great conversations and actually walked away with about seven different items to, to work on with the city this week, so it was really, you know, productive in that regard.

In addition, Lead Hutto, just started a leadership program and myself and our Assistant City Manager from the city side are participating in that and a good cohort of people for this year, and I'm definitely looking forward to how that goes over the next few months. so, um, good stuff.

Councilmember Kinsey: yes, I had a few, just wanted to definitely note the celebration that happened on Monday with Martin Luther King Jr. day.

I too attended the gala, it was a wonderful time, I loved it.

It was really wonderful to kind of have some sense of normalcy and see all the smiling faces and recognizable faces that we haven't seen for quite some time.

Just a few kind of reminders of upcoming events that are happening to help Hutto. The Hutto Resource Center is having their fourth annual Superbowl on Sunday, February 6th from 4:30 to 6:30.

Then the Hutto High School their athletic booster club is having a casino night on February 18th. So just want to make public announcements about some of those things where the community can be involved in help, things that are going on in Hutto. Thank you.

6.2. City Council Liaison Reports

Councilmember Villarreal Salvo reported on Parks Advisory Board.

Councilmember Kinsey reported on Diversity & Inclusion Commission.

Mayor Snyder reported on Economic Development Corporation.

7. PUBLIC COMMENT

Maximillian Smith (not present to speak)

Kathleen Cook

Mayor Snyder requested to move Item 9.1 after 9.7. Item 12.5 after 11.2 and 11.1 after 12.5.

There were no objections.

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)

Councilmember Villarreal Salvo made a motion to approve the consent agenda as presented. Councilmember Gordon seconded the motion. The motion passed unanimously. (6:0)

9. OTHER BUSINESS

9.2. Update on speed limit concerns. (Chief Jim Stuart)

Chief Stuart presented. Discussion ensued.

9.3. Update on TSTC Agreement. (City Manager Turner)

City Manager Turner presented. Discussion ensued. This item will come back at the February 3, 2022 City Council meeting.

9.4. Consideration and possible action to release the December 30, 2021 memorandum from the City Attorney concerning alleged Hutto City Charter violations. (Legal)

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

Councilmember Sutton seconded the motion. The motion passed unanimously. (6:0)

9.5. Consideration and possible action on accepting the resignation of Mayor Pro Tem Rose.

Councilmember Kinsey made a motion to approve item 9.5 as presented.

Councilmember Thornton seconded the motion. The motion passed unanimously. (6:0)

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.

Mayor Snyder made a motion to appoint Debbie Holland. Councilmember Thornton seconded the motion. Councilmember Gordon made a point of order. Point not taken. Councilmember Gordon challenged the ruling of the Chair. Councilmember Kinsey seconded the motion. The motion failed (4:2) with Councilmembers Kinsey, Gordon, Villarreal Salvo, Sutton against.

Discussion ensued.

Councilmember Gordon made a motion that we follow Robert's Rules of Order in this process, and that we follow the recommended procedure for not taking nominations, as though they were from the floor, for the council and that we vote, also following Robert's Rules of Order, as suggested by roll call.

Mayor Snyder withdrew his motion.

Councilmember Gordon made a motion to take nominations and do a roll call vote as outlined in Robert's Rules of Order. Councilmember Kinsey seconded the motion. The motion passed unanimously (6:0)

Councilmember Sutton nominated Dana Wilcott
Councilmember Krystal Kinsey nominated Randall Clark
Mayor Snyder nominated Debbie Holland
Councilmember Gordon nominated Todd Robinson

Discussion ensued.

Councilmember Sutton voted for Dana Wilcott
Councilmember Thornton voted for Debbie Holland
Councilmember Villarreal Salvo voted for Todd Robinson
Councilmember Gordon voted for Todd Robinson
Councilmember Kinsey voted for Randall Clark
Mayor Snyder voted for Debbie Holland

Councilmember Thornton voted for Debbie Holland
Councilmember Villarreal Salvo voted for Todd Robinson
Councilmember Gordon voted for Todd Robinson
Councilmember Kinsey voted for Debbie Holland
Mayor Snyder voted for Debbie Holland
Councilmember Sutton voted for Debbie Holland

Mayor made a motion to appoint Debbie Holland to the remainder of the term for Place 6. Councilmember Kinsey seconded the motion. The motion passed unanimously. (6:0)

9.7. Consideration and possible action on appointing a Mayor Pro Tem.

Discussion ensued. Item will be brought back at the February 3rd City Council meeting.

- 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.

Discussion ensued.

Mayor Snyder made a motion to appoint Councilmember Gordon to the River Creek Local Government Corporation and Councilmember Villarreal Salvo to the Cottonwood Development Local Government Corporation. Councilmember Gordon seconded the motion. The motion passed unanimously. (6:0)

Councilmember Gordon made a motion to appoint Justin Shepard to serve on the Communications Task Force. Councilmember Thornton seconded the motion. The motion passed unanimously. (6:0)

Councilmember Kinsey made a motion to be the liaison for the ADA Task Force. Mayor Snyder seconded the motion. The motion passed unanimously. (6:0)

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)

Chief Stuart presented. Councilmember Villarreal Salvo made a motion to approve item 10.1 as presented. Councilmember Kinsey seconded the motion. The motion passed unanimously. (6:0)

- 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)

Councilmember Villarreal Salvo made a motion to approve item 10.2 as presented. Councilmember Kinsey seconded the motion. The motion passed unanimously. (6:0)

11. RESOLUTIONS

- 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)

Councilmember Gordon made a motion to approve Item 11.2 as presented. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (6:0)

- 12.6. 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.

Entered executive session at 8:35 PM. Reconvened at 9:52 PM

- 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)

County Commissioner Boles was present for this discussion. Councilmember Gordon made a motion to approve Item 11.1 as presented. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (6:0)

12. EXECUTIVE SESSION- Entered: 10:11 PM

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

- 12.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 12.2. Receive legal advice pursuant to Texas 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.
- 12.6 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- Reconvened 11:23 PM

- 13.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests. **No action taken.**
- 13.2. 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. **No action taken.**
- 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. **No action taken.**
- 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. **Did not discuss in executive session. Item tabled.**
- 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. **No action taken.**
- 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. **No action taken.**

14. ADJOURNMENT- 11:26 PM

Mike Snyder, Mayor

ATTEST:

AGENDA ITEM REPORT

9.3.



To: Planning and Zoning Commission

Subject: Consideration and possible action on Ordinance No. O-2022-001 for the proposed Planned Unit Development (PUD) zoning request for the property known as NorthStar Hutto Planned Unit Development (PUD), 11.74 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is active adult 55+ multi-family use. (Second Reading) (Ashley Lumpkin).

Meeting: Thursday, February 10, 2022

Department: Development Services

Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposal consists of an 11.74 acre parcel that is part of the Landing Subdivision, more particularly Lot 3, Block A that was preliminary platted in December 2020. The property is zoned Multi-family (MF). The applicants met with staff and it was determined their unique product type would not be able to meet the multi-family design standards and density. Staff recommended they pursue the Planned Unit Development (PUD) option to present the deviations and additions to the UDC requirements and request approval.

WEST: ETJ, Church and Schmidt's Creek PUD, Proposed Residential
NORTH: Multi-Family, Vacant
EAST: Local Business, Vacant
SOUTH: Commercial PUD, Home Depot

SUMMARY OF REQUEST:

NorthStar Hutto (the "Project") is a proposed "active adult" community seeking a rezoning of its property from Multi-Family (MF) Zoning to a Multi-Family PUD zoning designation.

The overall site is approximately 11.74 acres in size. It is constrained with a 50' drainage easement on the west, a 40' drainage easement on the south and a 30' drainage easement along east property boundaries. This lot also includes West Live Oak Street R.O.W. dedication that will be finalized with platting. The net usable acreage is approximately 9.06 acres.

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

The proposed net density for the NorthStar Hutto PUD is 23.84 or 216 units. However, a developer participation agreement with the City in January of 2021 for the entire Landing project permits density based on gross acreage (20 per acre). The proposed density is acceptable and will be counted against the Landing projects maximum units of 920.

AGENDA ITEM REPORT

9.3.



The property will be mostly utilized by residents over the age of 55. Per the applicant, the average resident age is approximately 70. The proposal includes unique design elements which are necessary to accommodate a specific demographic who will reside at the project. The proposal consists of 4 large Class A, 3-story buildings. The larger size facilitates elevator access, which is not typically provided in all multi-family projects.

The applicants followed our new PUD submittal application (attached) designed to better determine what they meet, will not meet and exceed. The UDC deviations in the North Star PUD include the following:

- Building length will exceed 200' up to 260'
- Minimum building roof pitch will be 4:12 instead of 6:12
- 30% masonry, stone and or brick is proposed instead of the required 50%
- Proposing 1 large tree per 500 sq. ft. landscape area instead of 2 large trees. (net loss of approximately 166 trees) 332 are required per UDC.
- Vehicular use areas (parking lots) are to be screened by an 8' deep landscape area OR a 6' stained wood screen fence. (added fence option)

The development will be responsible for dedicating R.O.W. and constructing their portion of the extension of Live Oak (collector) as shown on the City's mobility Plan per UDC requirements. The development will provide amenities including a pool and cabana, dog park, fitness center, clubhouse, and detached garages. The main entry will feature architectural pavers drives and enhanced landscaping.

STAFF REVIEW:

Property owners within 600' were notified of the request and to date staff has received one in favor.

The PUD request meets the PUD criteria as outlined below:

- The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
- The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.

AGENDA ITEM REPORT

9.3.



- The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
- PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Staff recommends approval of the Proposed NorthStar PUD. Planning and Zoning Commission recommends with a vote of 6-0 with the amendment to increase the maximum units allowed to 234 and that trees will be calculated not by number, but rather by caliper; 3" per 500 sq. ft. landscape area, (thus allowing flexibility to provide fewer, but larger trees).

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

None at this time.

ATTACHMENTS:

1. NorthStar Hutto- PUD Zoning Change Application Form
2. NorthStarPUD(Ord)
3. Legal Description
4. Live Oak ROW Description
5. NorthStar Hutto - Statement of Intent and UDC Compliance 11.03.2021
6. NorthStar Hutto - Supporting Site Plan and Exhibits 11.03.2021
7. NorthStar Hutto Buffer Map
8. Adjacent Property Owner Response



PUD ZONING CHANGE
APPLICATION

Must be accompanied by a
Master Application

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

PROJECT NAME: NorthStar Hutto

PROPERTY ADDRESS: 30°32'43.3"N 97°33'25.5"W

Current Zoning District (s): MF - Multi Family Proposed Zoning District(s): PUD - MF

Current Use: Undeveloped Proposed Use: Multi Family

Total Acreage: 11.74 Total # of Lots: 1 Future Land Use Map Designation High Density Residential

Current zoning: North of property: MF - Multi Family South of property: PUD Commercial

East of property: B-1 - Local Business West of property: Not Zoned / Development Agreements

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

REQUIRED FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING SUBMITTAL

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

- ☐ Complete Master application and PUD Zoning Change application.
- ☐ Pre-application meeting with Development Services staff and WCESD#3 (Fire District) staff. **(Mandatory)**
- ☐ PUD Statement of Intent
- ☐ PUD Development Standards
- ☐ PUD Development Plan - Digital and one 24x36 Color copy of complete plan.
- ☐ Proof of ownership (copy of deed).
- ☐ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☐ List of all property owners within 600-ft of subject property boundary and mailing labels. Data to be obtained from the WCAD website. List and labels shall be of the property owner's 'mailing' address not the 'property' address.
- ☐ All submittal documents provided in digital format. On a CD (disk), electronic storage device, or emailed link to files.
- ☐ On-site public hearing notification sign(s) required. See Ordinance No. O-19-12-19-9A.

PROCESSING

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

FOR DEPARTMENT USE ONLY:

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

October 2021



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated

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

PROJECT NAME: NorthStar Hutto APPLICATION TYPE: PUD Zoning Change

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

Name: Austin Dove
Company Name: The Sage Group
Address: 6106 Broadway, San Antonio, TX 78209
Phone: 210-493-3747 Email: adove@thesagegroup.net

PROPERTY INFORMATION

Address: _____
Legal Description: Lot(s) 3 Block A Subdivision Nathaniel Edwards Survey, A-225
Deed Reference: Volume _____ Page(s) _____ or Document No. 2021154181
City Limits or ETJ: City Limits Current Zoning District: MF

PROPERTY OWNER INFORMATION

Name: Justin Walker
Company Name: ~~Chalk Hill Ventures~~ HUTTO LANDING 3 Property owner LP
Address: 6601-E Hillcrest Avenue, Suite 212, Dallas, TX 75205
Phone: 214-274-4951 Email: justin@chalkhillventures.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

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

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

Justin Walker
Property Owner Signature

Justin Walker, Manager
Property Owner Printed Name

11/16/21
Date

THE STATE OF TEXAS

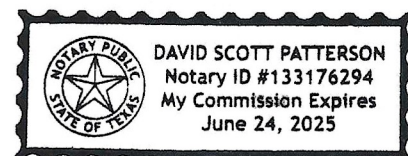
COUNTY OF Dallas

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

Given under my hand and seal of office this 16th day of November, 20 21 A.D.

David Patterson
Notary Public Signature

David Patterson
Notary Public Printed Name



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

March 2020

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel, that would result in a project more appropriate and desirable than what would result from strict application of this code. Applying Form Based Code to a parcel is preferred to the Planned Unit Development process.

A PUD plan and PUD development standards are required for a parcel that will be developed as a PUD. PUD plans and development standards are evaluated using all the following criteria.

Include a PUD statement of intent as to how the proposed PUD meets the PUD criteria.

- The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
- The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
- The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
- PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Include a PUD plan and PUD development standards that address the following site criteria (The form and content of the development plan shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.)

IO.203.12 Plan Amendment – Does the proposed PUD comply with the Future Land Use Map _____
If no, provide detailed summary stating why the proposed PUD is more appropriate than the FLUM as adopted per the criteria found in IO.203.12.3.

IO.403 Bulk, Setbacks and Buffers – MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.403.3 Lot Dimensions and Area
- ☐ IO.403.4 Building Envelope
- ☐ IO.403.4.3 Riparian Setbacks
- ☐ IO.403.4.5 Setback Encroachments and Exceptions
- ☐ IO.403.6 Bufferyard
- ☐ IO.403.7 Residential Adjacency

IO.404 Site Design – MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.403.7 Siting and Orientation
- ☐ IO.403.7.3 Common Open Space
- ☐ IO.403.8 Siting and Orientation: non-residential sites and structures
- ☐ IO.403.9 Sidewalks
- ☐ IO.403.10 Internal Pedestrian Circulations
- ☐ IO.403.11 Signature Elements
- ☐ IO.403.12 Public Transit Facilities
- ☐ IO.403.13 Service Areas
- ☐ IO.403.14 Water Bodies and Retention

- ☐ IO.403.I5 Land Disturbance
- ☐ IO.403.I6 Defensible Space

- ☐ IO.405 Parking and Access - MEETS / DOES NOT MEET / EXCEEDS / NA

IO.406 Architectural Design - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.406.3 Single household detached and two to four household residence design
- ☐ IO.406.4 Single household attached and multiple household residence design
- ☐ IO.406.6 Commercial, office, public, institutional and mixed-use building design
- ☐ IO.406.7 Industrial building design

IO.407 Landscaping - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.407.3 General Standards
- ☐ IO.407.4 Required Landscaping: single, two, three and four household dwellings
- ☐ IO.407.5 Required Landscaping: non-residential and 5+ household residential development
- ☐ IO.407.6 Materials, Maintenance and Replacement
- ☐ IO.407.7 Irrigation
- ☐ IO.407.8 Tree Preservation and Removal
- ☐ IO.407.9 Tree Protection During Construction
- ☐ IO.407.10 Required Site Furniture

- ☐ IO.408 Fences and Walls - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.409 Outdoor Lighting - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.410 Signs - MEETS / DOES NOT MEET / EXCEEDS / NA

Chapter 6 Subdivision Standards - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.602 Applicability and exceptions
- ☐ IO.603 – IO.608 Lot Division and Adjustment Processes
- ☐ IO.609 Parkland and open space dedication
- ☐ IO.610 Pedestrian and Bicycle Facilities
- ☐ IO.611 Street Classification
- ☐ IO.612- IO.613 Street Design
- ☐ IO.614 Driveway and Easements
- ☐ IO.615 Road Adequacy Standards

- ☐ Chapter 7 Historic Preservation - MEETS / DOES NOT MEET / EXCEEDS / NA

ORDINANCE NO. 2022-0

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR 11.74 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS NORTH STAR PLANNED UNIT DEVELOPMENT (PUD) BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 7th day of December, 2021, and;

WHEREAS, on the 6th day of January, 2022, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

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

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

SECTION I.

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

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

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

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in **Exhibit "A"**, attached hereto and incorporated herein shall be, and is hereafter changed from SF-1 (Single Family Residential) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the North Star Planned Unit Development (PUD), this includes the Development Plan described in **Exhibit "B"** attached hereto and incorporated herein.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on second reading on this the **6th** day of **January, 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

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

READ, PASSED and **ADOPTED** on second reading of ordinance this **6th** day of **January, 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

Attest:

Holly Nagy, City Secretary

SURVEYOR'S NOTES:

- Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), distances are surface with a combined scale factor of 1.00011.
- Monuments are found unless specifically designated as set.
- Elevations (if shown) are North American Vertical Datum of 1988 (NAVD '88).

NOTE REGARDING UTILITIES

Source information from plans and markings will be combined with observed evidence of utilities pursuant to Section S.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

Utility locations are per observed evidence.

ALTA/NSPS NOTES

- Regarding Table "A" Item 2: Property address: "HWY 79, HUTTO, TX 78634" according to Williamson County Appraisal District.
- Regarding Table "A" Item 7(a): No buildings were observed at time of survey
- Regarding Table "A" Item 14: The southeast corner of the site is approximately 810 feet northwest of the intersection of 79 and Exchange Boulevard.
- PARKING SUMMARY**

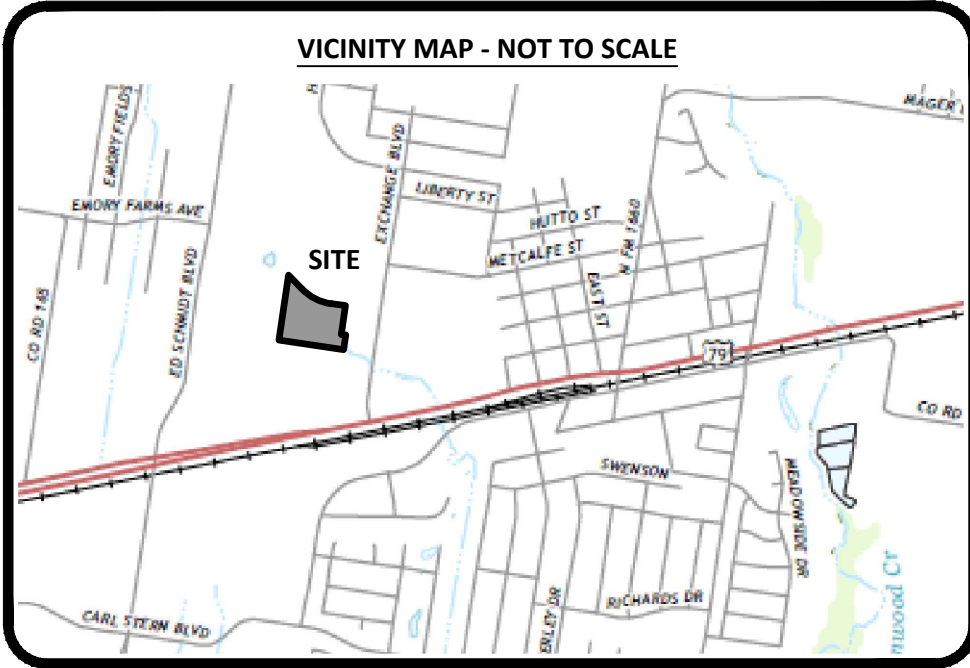
STRIPED UNMARKED SPACES: 0
STRIPED HANDICAP-MARKED SPACES: 0

LEGEND OF ABBREVIATIONS

- D.R.W.C.T. DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET

ALTA/NSPS LAND TITLE SURVEY

A TRACT SITUATED IN THE
NATHANIEL EDWARDS SURVEY, ABSTRACT #225
CITY OF HUTTO
WILLIAMSON COUNTY, TEXAS



PROPERTY DESCRIPTION

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:

- 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;
- Along said curve to the left, an arc length of 434.67 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;
- 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:

- 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;
- South 83 degrees 14 minutes 43 seconds East, a distance of 58.08 feet to a 1/2 inch rebar found;
- 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;
- 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;
- 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 "R" 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.

TITLE COMMITMENT NOTES

This survey was prepared with the benefit of a commitment for title insurance provided by Chicago Title Insurance Company, G.F. Number CTA-19A-CTA2101168ha, Effective Date May 23, 2021. This commitment was relied upon for encumbrance research, and the surveyor has performed no independent title search. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey. The following exceptions from Schedule "B" were addressed as follows:

Item 10(h): intentionally not addressed on survey per client request

Item 10(i): Easement as recorded under Volume 239, Page 90, Deed Records of Williamson County, Texas. (easement is centered on a pipeline not located at time of survey (no surface evidence))

Item 10(k): Easement as recorded under Volume 282, Page 425, Deed Records of Williamson County, Texas. (unable to locate easement / affected tract due to ambiguous description)

Item 10(l): Easement as recorded under Volume 282, Page 479, Deed Records of Williamson County, Texas. (unable to locate easement / affected tract due to ambiguous description)

Item 10(m): Easement as recorded under Volume 292, Page 69, Deed Records of Williamson County, Texas. (unable to locate easement / affected tract due to ambiguous description)

Item 10(n): Easement as recorded under Volume 309, Page 230, Deed Records of Williamson County, Texas. (easement contains a description which includes the subject property)

Item 10(o): Easement as recorded under Volume 355, Page 257, Deed Records of Williamson County, Texas. (unable to locate easement / affected tract due to ambiguous description)

Item 10(p): Easement as recorded under Volume 423, Page 62, Deed Records of Williamson County, Texas. (unable to locate easement / affected tract due to ambiguous description)

Item 10(q): Easement as recorded under Volume 466, Page 138, Deed Records of Williamson County, Texas. (unable to locate easement / affected tract due to ambiguous description)

Item 10(t): Easement as recorded under Volume 832, Page 108, Deed Records of Williamson County, Texas. (easement is centered on a pipeline not located at time of survey (no evidence))

Item 10(w): Easement as recorded under Document Number 2005072780, Official Public Records of Williamson County, Texas. (easement crosses the subject property, shown hereon)

Item 10(aa): Easement as recorded under Document Number 2020160115, Official Public Records of Williamson County, Texas. (easement crosses the subject property, shown hereon)

Item 10(ab): Easement as recorded under Document Number 2002050183, Official Public Records of Williamson County, Texas. (easement contains a description which includes the subject property)

SURVEYOR'S CERTIFICATE

To: CH Ventures, LLC

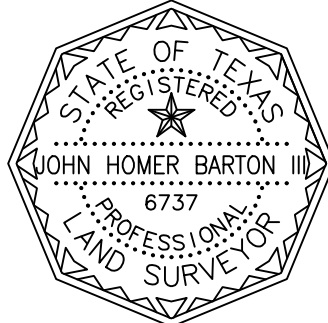
Chicago Title Insurance Company (G.F.# CTA-19A-CTA2101168ha)

Hutto Landing 3 Property Owner LP

BancorpSouth Bank

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, & 14 of Table A thereof. The fieldwork was completed on May 21, 2021.

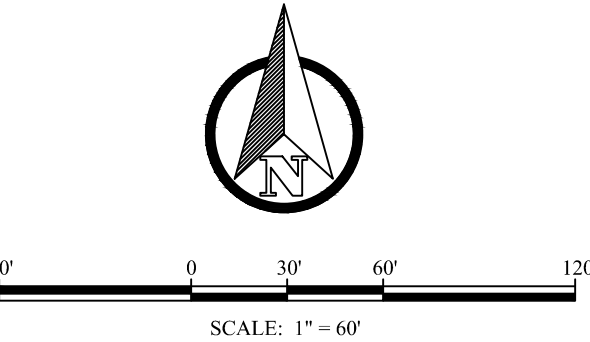
Date of Plat or Map: June 3, 2021



John H. Barton III, RPLS# 6737

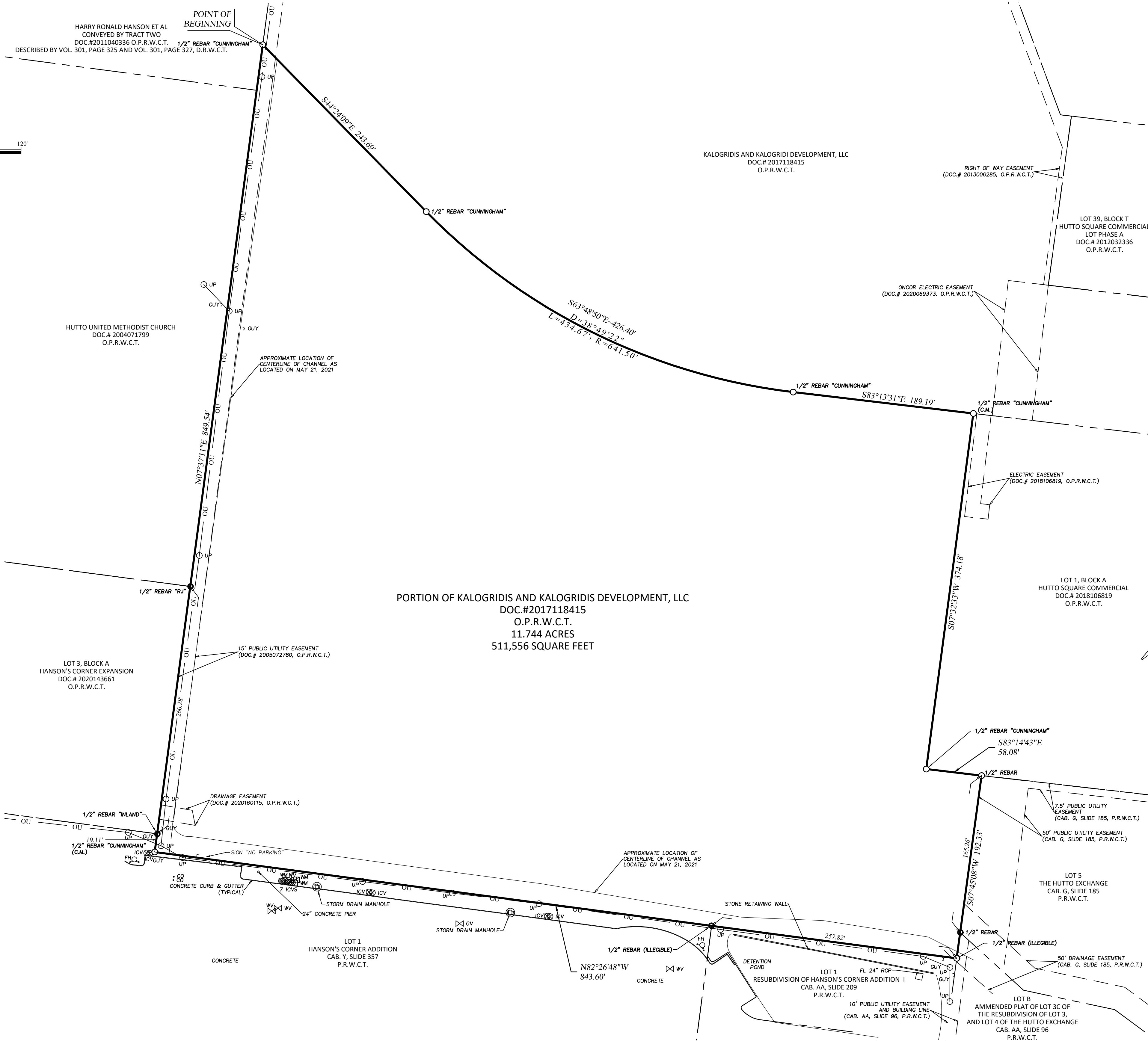
TERMS OF ACCEPTANCE OF SURVEY

This survey is issued pursuant to a real estate transaction and is appurtenant to the title commitment referenced in the "Title Commitment Notes" This survey is issued for use in such transaction. Notwithstanding any of the above statements, the surveyor has a contractual relationship with one client or entity. Review/requested revisions by other parties must be received by or through such entity. Client is responsible for reviewing survey (including, but not limited to: notations; existence or lack of spelling/grammatical/typographical errors; certified parties; dates; instruments) within thirty (30) days of the date of plat or map. After such time has passed, client accepts survey as issued, and further revisions are not embraced by the above certification. Additional or altered commitments for title insurance will require a new or re-issued survey. Please feel free to request pricing for this at info@bcsdwf.com, or call (817) 864-1957.



LEGEND OF SYMBOLS

- air conditioning unit
- irrigation control valve
- cable tv
- electric meter
- fence or guardrail
- fire dept. connection
- fire hydrant
- bollard
- area drain
- grate inlet
- gas valve
- gas meter
- gas well
- sign
- sanitary sewer manhole
- storm water manhole
- telephone manhole
- tank fill lid
- telephone pedestal
- traffic signal pole
- utility clean out
- comm. utility cabinet
- electric utility cabinet
- comm. utility vault
- elect. utility vault
- water utility vault
- utility/service pole
- utility sign
- water shutoff
- water valve
- well
- water meter
- cable tv riser
- air release valve
- utility markings
- tree
- shrub/decorative tree or tree with diameter < 4 in.
- contour lines



PORTION OF KALOGRIDIS AND KALOGRIDIS DEVELOPMENT, LLC
DOC.#2017118415
O.P.R.W.C.T.
11.744 ACRES
511,556 SQUARE FEET



5200 State Highway 121
Colleville, TX 76034
Phone: 817-488-4960

JOB NO. 2021.001.192

DRAWN: BCS

CHECKED: JHB

TABLE OF REVISIONS

DATE SUMMARY

HUTTO 11 ACRES

CITY OF HUTTO,
TEXAS

SHEET:

VO1

ALTA/NSPS LAND
TITLE SURVEY

"W. LIVE OAK STREET"

Hutto, Texas

2.314 Acres

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" for the easternmost southeast corner of said Kalogridis tract and the herein described tract, same being the easternmost northeast corner of Lot 1 in Block 1 of Hutto Square Commercial, an addition in Williamson County, Texas according to plat recorded in Document Number 2018106819 of the Official Public Records Williamson County, Texas;

THENCE North 36 degrees 52 minutes 25 seconds West, with the northeast line of said Lot 1, a distance of 28.93 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;

THENCE North 83 degrees 13 minutes 31 seconds West, with the north line of said Lot 1 passing at a distance of 312.66 a 1/2 inch rebar with cap stamped "CUNNINGHAM" found for the northwest corner of said Lot 1 and continuing through the interior of said Kalogridis tract a total distance of 501.85 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found at the beginning of a tangent curve to the right having a radius of 641.50 feet, with a delta angle of 38 degrees 49 minutes 22 seconds, whose chord bears North 63 degrees 48 minutes 50 seconds West a distance of 426.40 feet;

THENCE Through the interior of said Kalogridis tract and along said tangent curve to the right an arc length of 434.67 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;

THENCE North 44 degrees 24 minutes 09 seconds West, through the interior of said Kalogridis tract a distance of 243.69 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found in the west line thereof;

THENCE North 07 degrees 37 minutes 11 seconds East, with the west line of said Kalogridis tract, a distance of 105.30 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;

THENCE South 44 degrees 24 minutes 09 seconds East, through the interior of said Kalogridis tract, a distance of 308.48 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found at the beginning of a tangent curve to the left having a radius of 558.50 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 371.23 feet;

THENCE Through the interior of said Kalogridis tract and along said tangent curve to the left, an arc length of 378.43 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;

"W. LIVE OAK STREET"

Hutto, Texas

2.314 Acres

THENCE South 83 degrees 13 minutes 31 seconds East, through the interior of said Kalogridis tract, a distance of 501.85 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;

THENCE North 50 degrees 25 minutes 23 seconds East, through the interior of said Kalogridis tract, a distance of 38.01 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found in the east line of said Kalogridis tract;

THENCE South 09 degrees 30 minutes 23 seconds West, with the east line of said Kalogridis tract, a distance of 131.59 feet to the **POINT OF BEGINNING** and enclosing 2.314 acres (100,779 square feet) of land, more or less.


9/23/2021
John H. Barton III, RPLS# 6737



Planned Unit Development (PUD) NorthStar Hutto Apartments

Statement of Intent

NorthStar Hutto (the “Project”) is a proposed “active adult” community seeking a rezoning of its property from Multi-Family (MF) Zoning to a Multi-Family PUD (MF/PUD) zoning designation. This designation request is being made on the basis that some of the design requirements may not be translatable to the design of this development type (i.e., active adult community) and would most appropriately be developed as a Planned Unit Development constructed under modified development guidelines unique to the property use. Once complete, the Project will provide attractive housing for a currently underserved demographic within the City of Hutto.

The proposed Project is a multi-family (high density) development that will be utilized mostly by residents over the age of 55. As per our experience on other active adult 55+ projects, the likelihood is that the average resident age will be approximately 70 years of age (with general range from 55 to 80). The Project will incorporate unique design elements which are necessary to accommodate and provide a living experience which has been tailored to both the desires and needs of the demographic who will reside at the Project. The most prevalent attributes seek to facilitate (1) affordability, (2) accessibility and (3) access to amenities (all of which necessitate some slight modifications to the current MF Zoning designation).

The Project is proposed as a Class-A, 3-story project comprised of 4 large buildings. In some instances, the Project’s buildings are larger than normal (as compared to conventional multifamily projects) to help facilitate convenient elevator access throughout the Project. The requested modifications to the current MF zoning designation will assist the developer in controlling construction costs (which are normally higher than a conventional multifamily project) so that the Project remains viable and ultimately allows for rents to be lower.

While there are several deviations requested from the original zoning guidelines, it should be noted that the request does not deviate from most of the PUD criteria outlined by the City of Hutto.

The PUD request meets many of the PUD criteria as outlined below:

1. The PUD is (a) consistent with the spirit of the community, neighborhood and other applicable land use and development plans, (b) compatible with the character of adjacent development or recommended land uses, (c) would not adversely affect properties near the site, and (d) achieves the benefits of improved design.
2. The PUD will not adversely affect land with significant historical, cultural, recreational, or aesthetic value.
3. The PUD, while a site-specific use, will provide benefits for its residents by providing social and recreational elements as part of the project development.
4. The PUD does not impose an extensively dense development that would affect nearby land uses, congestion of traffic, excessive lighting, trash accumulation and litter, noise, air and water pollution, and other factors affecting the public health, safety, welfare, and convenience.

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

As part of this request, it should be underscored that this Project will be developed with the utmost sensitivity to architectural and landscape design. The outline of the Plan Amendments, set forth by this request, will not diminish the requirements set forth in the City's development standards to provide a quality architecturally distinctive project that is a benefit to the City, as well as the residents of the community.

City of Hutto UDC / Site Criteria

10.403 Bulk, Setbacks and Buffers

- ☒ 10.403.3 Lot Dimensions and Area- **MEETS**
- ☒ 10.403.4 Building Envelope- **MEETS**
- ☒ 10.403.4.3 Riparian Setbacks- **MEETS**
- ☒ 10.403.4.5 Setback Encroachments and Exceptions- **MEETS**
- ☒ 10.403.6 Buffer yard- **MEETS**
- ☒ 10.403.7 Residential Adjacency- **MEETS**

10.404 Site Design

- ☒ 10.403.7 Siting and Orientation- **MEETS**
- ☒ 10.403.7.3 Common Open Space- **MEETS**
- ☒ 10.403.8 Siting and Orientation: non-residential sites and structures- **N/A**
- ☒ 10.403.9 Sidewalks- **MEETS**
- ☒ 10.403.10 Internal Pedestrian Circulation- **MEETS**
- ☒ 10.403.11 Signature Elements- **PROPOSED NEW**

Existing UDC

Primary vehicular entrances to businesses, office and industrial parks, shopping and commercial centers, and development in MF and MH districts, on sites at least 10 acres, must include one or more signature elements. A signature element may include:

- o Public Art, with a theme unrelated to the primary use(s) of the site.*
- o Water Feature such as water fountain or waterfall.*
- o Clock or Bell Tower.*

Proposed PUD (shown bold)

Primary vehicular entrances to businesses, office and industrial parks, shopping and commercial centers, and development in MF and MH districts, on sites at least 10 acres, must include one or more signature elements. A signature element may include:

- o Public Art, with a theme unrelated to the primary use(s) of the site.*
- o Water Feature such as water fountain or waterfall.*
- o Clock or Bell Tower.*
- o **Unique signature architectural building element.***
- o **Entry Motor court with architectural paver drives and enhanced landscaping.***

- ☒ 10.403.12 Public Transit Facilities- **N/A**
- ☒ 10.403.13 Service Areas- **MEETS**
- ☒ 10.403.14 Water Bodies and Retention- **N/A**
- ☒ 10.403.15 Land Disturbance - **MEETS**
- ☒ 10.403.16 Defensible Space - **MEETS**

10.406 Architectural Design

- ☒ 10.406.3 Single household detached and two to four household residence design- **N/A**
- ☒ 10.406.4 Single household attached and multiple household residence design-
MEETS in all areas with exception of:

10.406.4.4.3 Long walls and facades

Existing UDC

- o *The Maximum length of a multifamily residential building as 200 ft.*
- o *Wall and roof plans must have offsets or setbacks with differential in horizontal plane of at least 4 ft. every no more than 50 ft.*
- o *Up to six townhouse units may be attached in a single row.*

Proposed PUD (shown bold) / See 'Exhibit B'

- o *The Maximum length of a multifamily residential building as **(260 ft.)***
- o *Wall and roof plans must have offsets or setbacks with differential in horizontal plane of at least 4 ft. every no more than 50 ft.*
- o *Up to six townhouse units may be attached in a single row.*

10.406.4.4.7 Building Roofs

Existing UDC

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

Proposed PUD (shown bold) / See 'Exhibit A'

- o *On buildings with pitched roofs, the minimum roof pitch is **4:12**.*
- o *On building where flat roofs are the predominate roof type, parapet walls must vary in height and/or shape at least once every no more than 50 ft. along a wall.*
- o *On buildings where sloping roofs are the predominant roof type, each building must have a variety of roof forms.*
- o *Roof forms must be designed to correspond and denote building elements and functions such as entrances and arcades.*

10.406.4.5.1 Building Materials

Existing UDC

- o *Predominant building exterior materials must be high quality, and used in their natural contact and color. Masonry, stone and/or brick must be used as dominant (at least 50% of exterior surface area) exterior materials. Wood, fiber-cement siding and stucco are examples of appropriate secondary exterior materials.*
- o *A waiver to building material standards may be considered for buildings designed in a modern or postmodern architectural style.*
- o *T1-11 and other plywood-based siding materials are prohibited.*
- o *Prefabricated and pre-engineered building are prohibited.*

Proposed PUD (shown bold) / See Exhibit 'A'

- *Predominant building exterior materials must be high quality, and used in their natural contact and color. Masonry, stone and/or brick must be used as dominant (at least **30%** of exterior surface area) exterior materials. Wood, fiber-cement siding and stucco are examples of appropriate secondary exterior materials.*
- *A waiver to building material standards may be considered for buildings designed in a modern or postmodern architectural style.*
- *T1-11 and other plywood-based siding materials are prohibited.*
- *Prefabricated and pre-engineered building are prohibited.*

- ☒ 10.406.6 Commercial, office, public, institutional, and mixed-use building design- **N/A**
- ☒ 10.406.7 Industrial building design- **N/A**

10.407 Landscaping

- ☒ 10.407.3 General Standards- **MEETS**
- ☒ 10.407.4 Required Landscaping: single, two, three and four household dwellings- **N/A**
- ☒ 10.407.5 Required Landscaping: non-residential and 5+ household residential development- **MEETS in all areas with exception of:**

10.407.5.1.2 Minimum Percentages

Existing UDC

Tree and shrub requirement for commercial, multifamily, office and professional, and institutional and civic uses.

For every 500 square feet of landscaping required, or portion thereof, as least two (2) large trees and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.

Proposed PUD (shown bold) / See Exhibit 'C'

*Tree and shrub requirement for commercial, multifamily, office and professional, and Institutional and civic uses. For every 500 square feet of landscaping required, or portion thereof, as least **one (1) large tree** and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.*

10.407.5.2 Parking lot and vehicular use screening

Existing UDC

The perimeter of all vehicular use areas included parking areas, drive aisles, and loading areas shall be screened as follow:

- *Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft. deep.*
- *Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.*
- *Landscape screening shall contain one (1) large tree per thirty (30) linear feet, or portion thereof, and a continuous hedge not less than 3 ft. in height.*
- *In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.*

- *Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat.*
- *Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island. • Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs.*
- *Driveways and entry throats shall contain at least one (1) large tree and five (5) shrubs on each side.*
- *Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 10.407.5.1.*

Proposed PUD (shown bold)

The perimeter of all vehicular use areas included parking areas, drive aisles, and loading areas shall be screened as follow:

- *Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft. deep.*
- *Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep **or utilization of 6 ft stained wood screen fence.***
- *Landscape screening shall contain one (1) large tree per thirty (30) linear feet, or portion thereof, and a continuous hedge not less than 3 ft. in height.*
- *In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.*
- *Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat.*
- *Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island. • Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs.*
- ⊕ *Driveways and entry throats shall contain at least one (1) large tree and **SOD.***
- *Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 10.407.5.1.*

- ☒ 10.407.6 Materials, Maintenance and Replacement- **MEETS**
- ☒ 10.407.7 Irrigation- **MEETS**
- ☒ 10.407.8 Tree Preservation and Removal- **MEETS**
- ☒ 10.407.9 Tree Protection During Construction- **MEETS**
- ☒ 10.407.10 Required Site Furniture- **N/A**
- ☒ 10.408 Fences and Walls- **MEETS in all areas with exception of:**

Existing UDC:

Permitted fence in 3+ household residential area to be no more than 3.5' height in front yard.

Proposed PUD (shown bold):

Permitted fence in 3+ household residential area to be **6' maximum** height in front yard.

- ☒ 10.409 Outdoor Lighting- **MEETS**

Chapter 6 - Subdivision Standards

- ☒ 10.602 Applicability and exceptions- **MEETS**
- ☒ 10.603-10.608 Lot Division and Adjustment Processes- **MEETS**
- ☒ 10.609 Parkland and open space dedication- **MEETS**
- ☒ 10.610 Pedestrian and Bicycle Facilities- **MEETS**
- ☒ 10.611 Street Classification- **MEETS**
- ☒ 10.612- 10.613 Street Design- **N/A**
- ☒ 10.614 Driveway and Easements- **MEETS**
- ☒ 10.615 Road Adequacy Standards- **MEETS**

- ☒ **Chapter 7 – Historic Preservation- N/A**

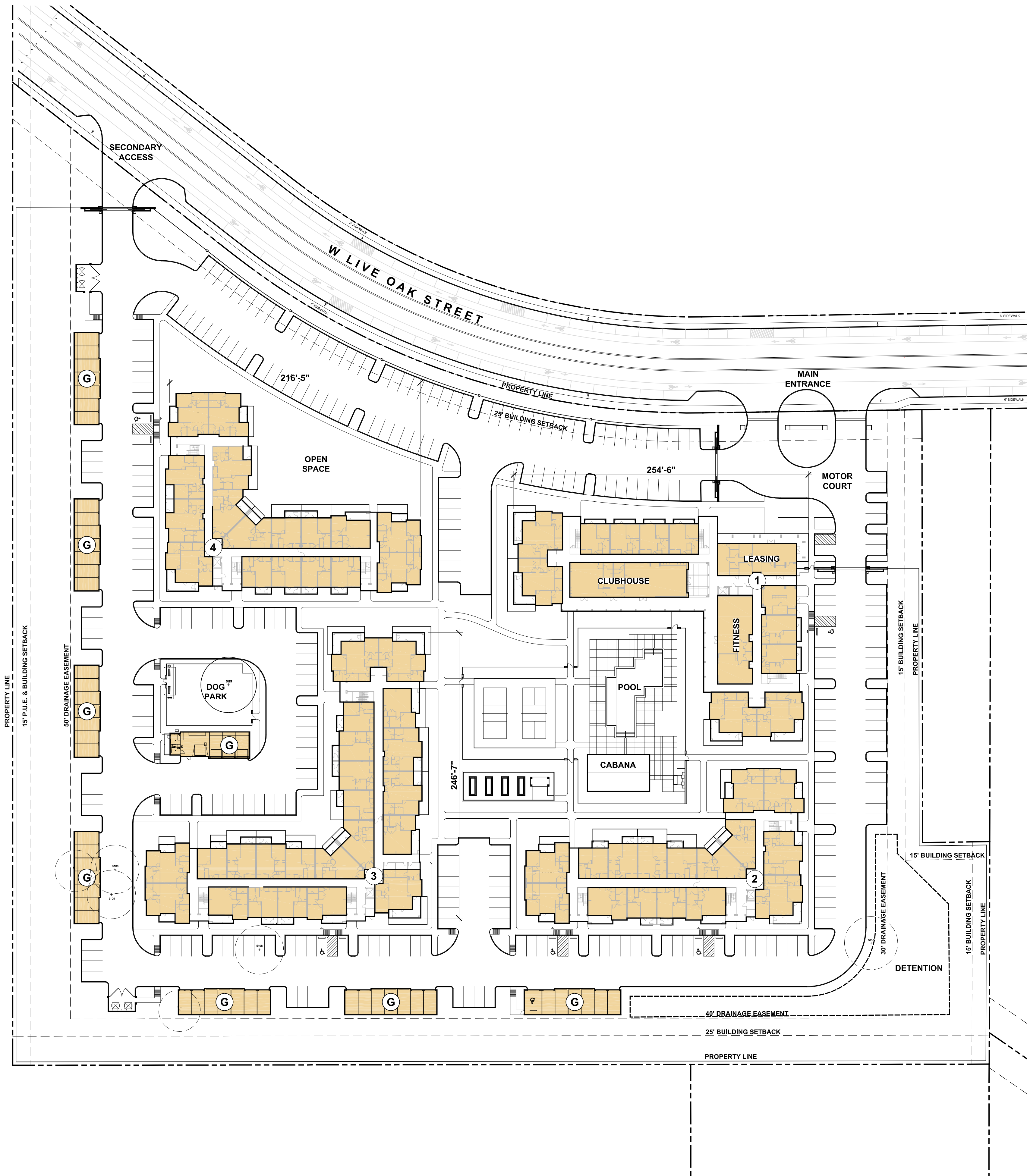
NORTHSTAR HUTTO - PUD APPLICATION EXHIBIT



CONCEPT PERSPECTIVE

NORTHSTAR HUTTO

HUTTO, TEXAS
11.05.2021

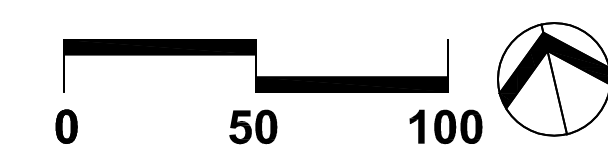


SITE TABULATIONS

TOTAL ACRES	NET USEABLE ACRES	TOTAL UNITS	NET DENSITY
11.74	9.06	216	23.84

PARKING TABULATIONS

SURFACE	DETACHED GARAGE	TOTAL PARKING	PARKING RATIO
314	52	366	1.69



PUD DEVELOPMENT PLAN - EXHIBIT B

NORTHSTAR HUTTO

HUTTO, TEXAS
11.05.2021



SITE TABULATIONS

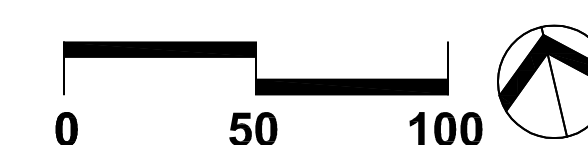
TOTAL ACRES	NET USEABLE ACRES	TOTAL UNITS	NET DENSITY
11.74	9.06	216	23.84

PARKING TABULATIONS

SURFACE	DETACHED GARAGE	TOTAL PARKING	PARKING RATIO
314	52	366	1.69

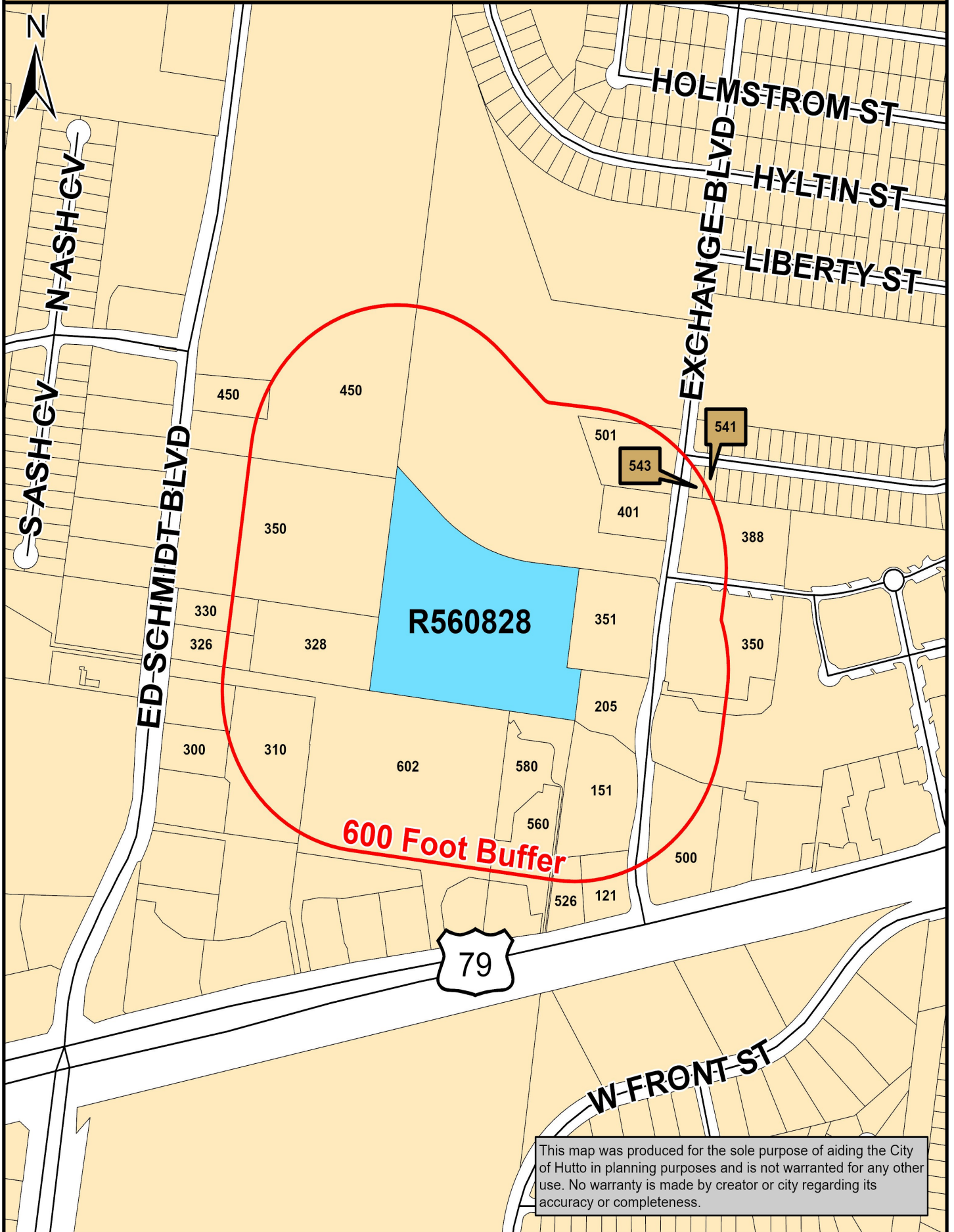
LANDSCAPE DESIGN GUIDELINES

- PROPOSED PUD TREE REQUIREMENTS
- a. 1 Large Trees for every 500sf of Landscaping Required
 - $413,782 \div 0.2 = 82,756$
 - $82,756 \div 500 \text{sf} = 166$ Trees
 - 166 Large Trees Proposed
 - Exhibit does not reflect ornamental trees. Per UDC, two ornamental trees equals one large tree.



PROPOSED PUD TREE DENSITY - EXHIBIT C

NorthStar Hutto PUD



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



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

PLANNING & ZONING COMMISSION ON: **DECEMBER 7, 2021**
CITY COUNCIL ON: **JANUARY 6, 2022**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION** and **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the proposed zoning change request for the property known as **NorthStar Hutto Planned Unit Development (PUD)**, 11.74 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is active adult 55+ multi-family use.

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

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

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

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known as **NorthStar Hutto Planned Unit Development (PUD)**, 11.74 acres, more or less, of land, located off of Exchange Boulevard.

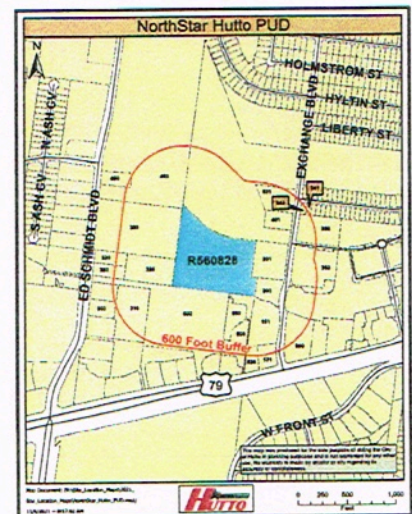
Name: 21044 SHERMAN WAY, LLC - STEVE McCoy
Address: 560 US-79

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



AGENDA ITEM REPORT

9.4.



To: City Council
Subject: Consideration and possible action on 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. (Second Reading) (Chief Jim Stuart, Legal).
Meeting: Thursday, February 10, 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

9.5.



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. (Second Reading) (Legal).

Meeting: Thursday, February 10, 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

9.6.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-011 acknowledging the assignment of the Groundwater Lease dated September 14, 2004, between Verna M. and Adolph A. Grieger, Sr. and Heart of Texas Suppliers, LP, the City of Hutto's predecessor in interest, from Verna M. Grieger and Adolph A. Grieger to Randolph W. Thiem and Jeannette Thiem. (Legal)
Meeting: Thursday, February 10, 2022
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

On September 14, 2004, Heart of Texas Suppliers, LP, the City of Hutto's predecessor in interest, executed a Groundwater Lease with Verna M. and Adolph A. Grieger, Sr. related to approximately 183.084 acres of land. On December 21, 2021, Randolph W. Thiem and Jeannette Thiem ("Assignees") acquired said tract of land, and the Groundwater lease was assigned with the conveyance. The Assignees have notified the City of Hutto of the assignment to ensure payments are delivered to the correct address pursuant to the terms of the assignment.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

1. 20220131-Hutto-Res-R-2022-011 Grounwater Lease Assignment
2. Executed Assignment of Lease color
3. Recorded Deed
4. 1_Groundwater Lease 13nov2004

RESOLUTION NO. R-2022-011

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ACKNOWLEDGING THE ASSIGNMENT OF THE GROUNDWATER LEASE DATED SEPTEMBER 14, 2004, BETWEEN VERNA M. AND ADOLPH A. GRIEGER, SR. AND HEART OF TEXAS SUPPLIERS, LP, THE CITY OF HUTTO'S PREDECESSOR IN INTEREST, FROM VERNA M. GRIEGER AND ADOLPH A. GRIEGER TO RANDOLPH W. THIEM AND JEANNETTE THIEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Groundwater Lease was executed on September 14, 2004, between Verna M. and Adolph A. Grieger, Sr. as Lessor and Heart of Texas Suppliers, L.P., a Texas Limited Partnership as the Lessee, hereinafter called "Groundwater Lease", on the real property described as 183.14 acres out of the Henry Cook Survey, Abstract No. 126, in Williamson County, Texas, and Abstract No. 392, in Lee County ("Property"); and

WHEREAS, Heart of Texas Suppliers, L.P., a Texas Limited Partnership assigned its interest in the Groundwater Lease to the City of Hutto, Texas, a Texas municipal corporation under an Assignment of Groundwater Lease and Assumption Agreement effective as of October 12, 2017; and

WHEREAS, Verna M. and Adolph A. Grieger, Sr. assigned their interest in the Groundwater Lease to Randolph W. Thiem and Jeannette Thiem under an Assignment of Groundwater Lease Agreement executed on December 21, 2021, 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: That the Hutto City Council hereby acknowledges the assignment of the Groundwater Lease dated September 14, 2004, between Verna M. and Adolph A. Grieger, Sr. and Heart of Texas Suppliers, LP, the City of Hutto's predecessor in interest, from Verna M. Grieger and Adolph A. Grieger to Randolph W. Thiem and Jeannette Thiem.

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 3rd day of February, 2022.

Mike Snyder, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Dorothy Palumbo
City Attorney

By: _____
Cristian Rosas-Grillet
Assistant City Attorney

Exhibit A

ASSIGNMENT OF LEASE

Name of Parties

THIS AGREEMENT is made between Verna M. Grieger, Individually and as successor-in-interest to Adolph A. Grieger, Sr., called Assignor in this Assignment, and Randolph W. Thiem and wife, Jeannette Thiem, called the Assignee in this Assignment.

Recitals

WHEREAS, a Groundwater Lease was executed on September 14, 2004, between Verna M. and Adolph A. Grieger, Sr. as Lessor and Heart of Texas Suppliers, L.P., a Texas Limited Partnership as the Lessee, hereinafter called "Groundwater Lease", on the real property described as 183.14 acres out of the Henry Cook Survey, Abstract No. 126, in Williamson County, Teas, and Abstract No. 392, in Lee County ("Property"), which has been resurveyed and a copy of the current legal description of the Property is attached hereto as Exhibit "A" and incorporated by reference herein for all purposes; and

WHEREAS, the Assignor now desires to assign the Groundwater Lease to the Assignee, and the Assignee desires to accept the assignment, and a copy of the Groundwater Lease is attached hereto as Exhibit "B" and incorporated by reference herein for all purposes; and

WHEREAS, Heart of Texas Suppliers, L.P., a Texas Limited Partnership assigned its interest in the Groundwater Lease to the City of Hutto, Teas, a Texas municipal corporation under an Assignment of Groundwater Lease and Assumption Agreement effective as of October 12, 2017.

Assignment

In consideration of the sum of \$10.00 and other good and valuable consideration, receipt of which is acknowledged by this Assignment, and the agreement of the Assignee set forth below, the Assignor assigns to the Assignee and the assignee's heirs, executors, administrators, and assigns all right, title, and interest in and to the Groundwater Lease described above.

Binding on Successors

This agreement shall be binding on and inure to the benefit of the parties to this Assignment, their heirs, executors, administrators, successors in interest, and assigns.

Exhibit A

Dated this the 21st day of December, 2021.

ASSIGNOR:

Verna M. Grieger
Verna M. Grieger

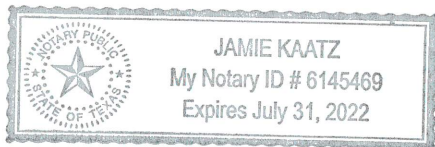
ASSIGNEE:

Randolph W. Thiem
Randolph W. Thiem

Jeannette Thiem
Jeannette Thiem

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

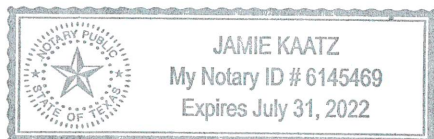
This instrument was acknowledged before me on this the 21st day of December, 2021,
by Verna M. Grieger.



Jamie Kaatz
Notary Public in and for
The State of Texas

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this the 21st day of December, 2021,
by Randolph W. Thiem and wife, Jeannette Thiem.



Jamie Kaatz
Notary Public in and for
The State of Texas

EXHIBIT "A" Exhibit A

In Re: 183.084 Acres
All of a called 183.14 Acre tract
Henry Cooke Survey
Abstract No. 392 (Lee County)
Abstract No. 126 (Williamson County)
Texas

All that certain tract or parcel of land situated in Lee and Williamson Counties, Texas, being a part of the Henry Cooke Survey, Abstract No. 392 (Lee County), Abstract No. 126 (Williamson County), being all of a called 183.14 Acre tract conveyed from D.S. Marks, et ux to Adolph A. Grieger, Sr., et ux by deed dated August 28, 1990 recorded in Volume 639, Page 302 of the Real Property Records of Lee County, Texas, and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found concrete monument on the west Right-of-Way line of County Road 482 (Williamson County), at the southeast corner of a called 109.56 Acre tract conveyed to Lindsey Marie Pouncey in Document No. 2021065688 of the Official Public Records of Williamson County, for the northeast corner of this tract;

THENCE S16°58'13"W - 3066.06' along the said west Right-of-Way line of County Road 482 (Williamson County) and County Road 313 (Lee County) and the west line of a called 102.229 Acre tract conveyed to ALCOA USA Corp in Volume 1194, Page 757 of the Real Property Records of Lee County, respectively, to a found concrete monument on the north line of a called 381 Acre tract conveyed to Mrs. Louella Ryan in Volume 130, Page 253 of the Deed Records of Lee County, at the southwest corner of the said 102.229 Acre tract, for the southeast corner of this tract;

THENCE N72°41'28"W - 2611.37' along the north line of the said 381 Acre tract to a found concrete monument at the southeast corner of a called 269 Acre tract conveyed to B B Davis in Volume 314, Page 192 of the Deed Records of Williamson County, Texas, for the southwest corner of this tract;

THENCE N17°28'28"E - 3073.76' along the east line of the said 269 Acre tract to a found 10" cedar fence corner post at the southwest corner of the said 109.56 Acre tract, for the northwest corner of this tract;

THENCE S72°31'10"E - 2584.39' along the south line of the said 109.56 Acre tract to the **POINT OF BEGINNING** containing within these metes and bounds 183.084 Acres of land.

confidential
Phil Haag
Exhibit A
EXHIBIT "B"

GROUNDWATER LEASE

THIS GROUNDWATER LEASE (the "Lease") is made and entered into by and between ~~VERNA M. AND~~ ~~ADOLPH A. GRIEGER, SR.~~ (an individual, partnership or corporation) ("Lessor") and Heart of Texas Suppliers, L.P., a Texas limited partnership ("Lessee"). The effective date of this Lease (the "Effective Date") is SEPTEMBER 14, 2004.

1. GRANTING CLAUSE: Lessor, in consideration of \$1000.00, the receipt of which is hereby acknowledged, in consideration of the royalties provided in this Lease, and in consideration of the covenants and commitments of this Lease hereby agreed to be kept and performed by Lessee, hereby grants, leases and lets unto Lessee the land described in Exhibit "A" attached hereto (the "Leased Premises"), with the exclusive right to explore for, drill for, produce, utilize, save, transport, and treat water from beneath the surface of the Leased Premises.

Lessor further grants unto Lessee a non-exclusive easement to use, subject to reasonable accommodation of pre-existing authorized uses, so much of the surface of the Leased Premises as may be reasonably required for the purpose of (i) drilling, pumping, storing and transporting water; (ii) constructing, installing, operating and maintaining any improvements and equipment necessary to drill, pump, store and transport water; and (iii) constructing, installing, operating and maintaining any pipelines or surface storage tanks necessary to store and transport water produced from the Leased Premises or elsewhere across the Leased Premises.

Lessee shall have the exclusive right to conduct geographic and geological surveys, tests or other exploratory activities, including exploratory drilling, for determining the presence of water on the Leased Premises.

2. LEASE TERM: Subject to the other provisions contained herein, this Lease shall be for a term of TEN (10) years from the Effective Date (called primary term in this Lease), and as long thereafter as operations are commercially conducted upon the Leased Premises (commercially defined as 100 gallons per minute), with no cessation for more than ninety (90) consecutive days, or as this Lease is otherwise maintained in effect as hereinafter provided. The term "operations," as used in the foregoing sentence, means: (i) Production of water for sale, and (ii) Drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing a well in search for or in an endeavor to obtain production of water, conducted in good faith and with due diligence.

3. ROYALTY:

(a) The royalties to be paid by Lessee for water shall be \$0.12 per 1,000 gallons of water produced and sold from the Leased Premises until the second anniversary of the date of the first sale of water produced from the Leased Premises, as adjusted by the CPI as described Section 3. (c).

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

GF# TWH2100023

WARRANTY DEED WITH VENDOR'S LIEN

Date: December 21, 2021

Grantors: VERNA MAE GRIEGER, a Single Woman, as Life Tenant
AND
ADOLPH GRIEGER, JR., DEBORAH L. LANNEN, VERNON GRIEGER and SHELLY L. BROWN, as Remainder Persons, not being joined herein by their spouses, if any, for the reason that the property herein conveyed is their sole and separate property subject to their exclusive control and constitutes no part of the homestead property claimed by them as exempt under the laws and constitution of the State of Texas

Grantor's Mailing Address: c/o 3901 Old Georgetown Road
Taylor, Williamson County,
Texas 76574

Grantees: RANDOLPH W. THIEM and wife, JEANNETTE THIEM

Grantees' Mailing Address: 2225 County Road 313
Lexington, Williamson and Lee Counties,
Texas 78947

Consideration:

TEN DOLLARS (\$10.00), and other good and valuable consideration cash to them paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, expressed or implied, is retained; and for further consideration of the sum of EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00), as evidenced by one certain promissory purchase money note, executed by Grantees and payable to the order of CAPITAL FARM CREDIT, ACA, as agent/nominee, bearing interest as therein provided, being secured by the vendor's lien hereinafter retained and additionally secured by a Deed of Trust lien, with power of sale, to Jeffrey C. Norte, Trustee; all of which has been delivered with the consent and at the direction of 1031 Exchange Corporation which is serving as the Qualified Intermediary for Grantees in compliance with IRC REG Section 1.1031(a)-3(g)(iv) and (v) for which no lien is retained.

Property (including any improvements):

Being 183.084 acres, more or less, out of the HENRY COOKE Survey, Abstract No. 126, in Williamson County, Texas and the HENRY COOKE Survey, Abstract 392 in Lee County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences

situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2022, which Grantees assume and agree to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantees assume.

Grantors, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grant, sell, and convey to Grantees the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantees and Grantees' heirs, executors, administrators, successors, and assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantees and Grantees' heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Capital Farm Credit, ACA, as agent/nominee, at the request of Grantees, has paid in cash to Grantors that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Capital Farm Credit, ACA, as agent/nominee and are transferred to Capital Farm Credit, ACA, as agent/nominee without recourse against Grantors.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this Deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Grantees are purchasing the Property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of the Property by the Grantors. Grantees are purchasing the Property based solely upon their inspection and are not relying on any representations made by Grantors. No

representations of the use, fitness, size, quality or any other matters concerning the Property have been made by Grantors to Grantees. Grantors warrant only title to the Property as set forth in this Deed.

GRANTORS:

Verna Mae Grieger
Verna Mae Grieger

Adolph Grieger, Jr.
Adolph Grieger, Jr.

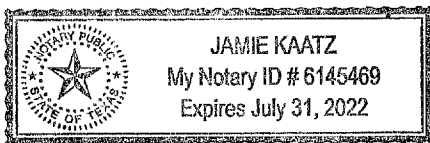
Deborah L. Lannen
Deborah L. Lannen

Vernon Grieger
Vernon Grieger

Shelly L. Brown
Shelly L. Brown

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

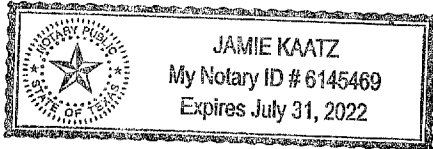
This instrument was acknowledged before me on this the 21st day of December, 2021, by Verna Mae Grieger.



Jamie Kaatz
Notary Public in and for
The State of Texas

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

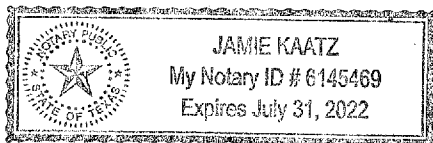
This instrument was acknowledged before me on this the 21st day of December, 2021, by Adolph Grieger, Jr.



Jamie Kaatz
Notary Public in and for
The State of Texas

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

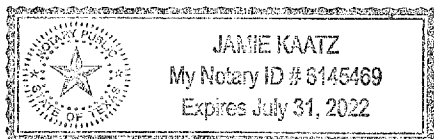
This instrument was acknowledged before me on this the 21st day of December, 2021, by Deborah L. Lannen.



Jamie Kaatz
Notary Public in and for
The State of Texas

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

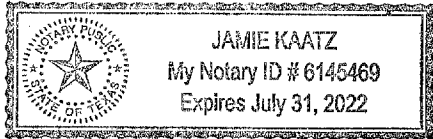
This instrument was acknowledged before me on this the 21st day of December, 2021, by Vernon Grieger.

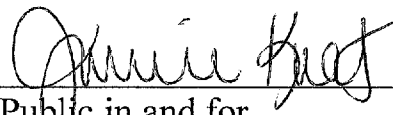


Jamie Kaatz
Notary Public in and for
The State of Texas

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this the 21st day of December, 2021, by Shelly L. Brown.





Notary Public in and for
The State of Texas

EXHIBIT "A"

In Re: 183.084 Acres
 All of a called 183.14 Acre tract
 Henry Cooke Survey
 Abstract No. 392 (Lee County)
 Abstract No. 126 (Williamson County)
 Texas

All that certain tract or parcel of land situated in Lee and Williamson Counties, Texas, being a part of the Henry Cooke Survey, Abstract No. 392 (Lee County), Abstract No. 126 (Williamson County), being all of a called 183.14 Acre tract conveyed from D.S. Marks, et ux to Adolph A. Grieger, Sr., et ux by deed dated August 28, 1990 recorded in Volume 639, Page 302 of the Real Property Records of Lee County, Texas, and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found concrete monument on the west Right-of-Way line of County Road 482 (Williamson County), at the southeast corner of a called 109.56 Acre tract conveyed to Lindsey Marie Pouncey in Document No. 2021065688 of the Official Public Records of Williamson County, for the northeast corner of this tract;

THENCE S16°58'13"W - 3066.06' along the said west Right-of-Way line of County Road 482 (Williamson County) and County Road 313 (Lee County) and the west line of a called 102.229 Acre tract conveyed to ALCOA USA Corp in Volume 1194, Page 757 of the Real Property Records of Lee County, respectively, to a found concrete monument on the north line of a called 381 Acre tract conveyed to Mrs. Louella Ryan in Volume 130, Page 253 of the Deed Records of Lee County, at the southwest corner of the said 102.229 Acre tract, for the southeast corner of this tract;

THENCE N72°41'28"W - 2611.37' along the north line of the said 381 Acre tract to a found concrete monument at the southeast corner of a called 269 Acre tract conveyed to B B Davis in Volume 314, Page 192 of the Deed Records of Williamson County, Texas, for the southwest corner of this tract;

THENCE N17°28'28"E - 3073.76' along the east line of the said 269 Acre tract to a found 10" cedar fence corner post at the southwest corner of the said 109.56 Acre tract, for the northwest corner of this tract;

THENCE S72°31'10"E - 2584.39' along the south line of the said 109.56 Acre tract to the **POINT OF BEGINNING** containing within these metes and bounds 183.084 Acres of land.

RETURN TO
Longhorn Title Co.

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2021193826

Pages: 8 Fee: \$50.50

12/22/2021 12:24 PM

JDISHER



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

GROUNDWATER LEASE

VERNA M. AND
ADOLPH A. GRIEGER, SR. THIS GROUNDWATER LEASE (the "Lease") is made and entered into by and between (an individual, partnership or corporation) ("Lessor") and Heart of Texas Suppliers, L.P., a Texas limited partnership ("Lessee"). The effective date of this Lease (the "Effective Date") is SEPTEMBER 14, 2004.

1. GRANTING CLAUSE: Lessor, in consideration of \$1,000.00, the receipt of which is hereby acknowledged, in consideration of the royalties provided in this Lease, and in consideration of the covenants and commitments of this Lease hereby agreed to be kept and performed by Lessee, hereby grants, leases and lets unto Lessee the land described in Exhibit "A" attached hereto (the "Leased Premises"), with the exclusive right to explore for, drill for, produce, utilize, save, transport, and treat water from beneath the surface of the Leased Premises.

Lessor further grants unto Lessee a non-exclusive easement to use, subject to reasonable accommodation of pre-existing authorized uses, so much of the surface of the Leased Premises as may be reasonably required for the purpose of (i) drilling, pumping, storing and transporting water; (ii) constructing, installing, operating and maintaining any improvements and equipment necessary to drill, pump, store and transport water; and (iii) constructing, installing, operating and maintaining any pipelines or surface storage tanks necessary to store and transport water produced from the Leased Premises or elsewhere across the Leased Premises.

Lessee shall have the exclusive right to conduct geographic and geological surveys, tests or other exploratory activities, including exploratory drilling, for determining the presence of water on the Leased Premises.

2. LEASE TERM: Subject to the other provisions contained herein, this Lease shall be for a term of TEN (10) years from the Effective Date (called primary term in this Lease), and as long thereafter as operations are commercially conducted upon the Leased Premises (commercially defined as 100 gallons per minute), with no cessation for more than ninety (90) consecutive days, or as this Lease is otherwise maintained in effect as hereinafter provided. The term "operations," as used in the foregoing sentence, means: (i) Production of water for sale, and (ii) Drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing a well in search for or in an endeavor to obtain production of water, conducted in good faith and with due diligence.

3. ROYALTY:

(a) The royalties to be paid by Lessee for water shall be \$0.12 per 1,000 gallons of water produced and sold from the Leased Premises until the second anniversary of the date of the first sale of water produced from the Leased Premises, as adjusted by the CPI as described Section 3. (c).

(b) On the second anniversary of the date of the first sale of water produced from the Leased Premises, the royalty shall be increased by \$0.03 per 1,000 gallons, as adjusted for the CPI as described in Section 3. (c). The royalty shall continue to increase by an additional \$0.05 per 1,000 gallons on the forth anniversary date of the first sale of water, as adjusted by the CPI as described Section 3. (c).

(c) On the first anniversary of the date on which water is first delivered by Lessee to Buyer, and on each anniversary thereafter, the royalty per 1,000 gallons shall be adjusted to reflect increases in the Consumer Price Index-All urban Consumers for the U.S. City Average (Base Period 1982-84=100) ("CPI") as computed by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"), or any other agency succeeding to the Bureau's function of computing the CPI. Increases will be calculated by reference to the "Base CPI" which means the CPI computed by the Bureau for the month of November, 2003. That CPI was 184.5. The royalties to be paid will be adjusted by the annual change in the CPI. The adjustments of the price shall be determined by multiplying the royalty to be paid by a fraction, the numerator of which is the CPI for the most recent month preceding the month in which the adjustment is to be made for which the CPI is available and the denominator of which is the base CPI, i.e. 184.5. The adjusted royalty price per 1,000 gallons shall then be in effect beginning on the anniversary in question, and continuing until the next anniversary.

(d) Lessee shall pay Lessor the royalty on any sums received by Lessee for water which Lessee agrees to provide from the Leased Premises (but which water is not in fact provided) under the "take or pay" provisions of the contact(s) entered into by Lessee for the disposition of water.

(e) All royalties that become due hereunder shall be paid to Lessor not later than 30 days after Lessee receives payment for the water produced from the Leased Premises, or payment under the "take or pay" provisions of the contact(s) entered into by Lessee for the disposition of water. Lessor shall have the right, during regular business hours, personally or by representative, to inspect the books, accounts, contracts, records and data of Lessee pertaining to the development, production, transportation, sale and marketing of the water produced from the Leased Premises.

4. UNLESS RENTAL CLAUSE: If operations for drilling are not commenced on the Leased Premises, or on acreage as provided above, on or before 365 days after the Effective Date, the Lease shall then terminate as to both parties unless on or before that date Lessee shall, pay or tender to Lessor the sum of \$10.00 per acre per year after the first anniversary date from the Effective Date (in this Lease called rentals), which shall cover the privilege of deferring commencement of drilling operations for a further period of three hundred sixth-five 365 days.

5. DRY HOLE AND OTHER CAUSES: If before discovery and production of water on the Leased Premises, Lessee should drill a dry hole or holes on the Leased Premises, or if after discovery and production of water, the production should cease from any cause, this Lease shall

not terminate if Lessee commences additional drilling or reworking operations within one hundred and eighty (180) days thereafter.

6. SHUT-IN ROYALTY: While there is a well on the Leased Premises, but water is not being used or sold from that well for a continuous period of one hundred and eighty (180) days or more, Lessee may pay as royalty on the first day of each month after such continuous period of one hundred and eighty (180) days, the sum of \$1,000.00 per month. If this payment is made or tendered, this Lease shall not terminate, and it will be considered that water is being produced from the Leased Premises, in paying quantities.

7. SURRENDER: The \$ 1,000.00 consideration mentioned in Section 1 is for the execution of this Lease and shall not be allocated as a mere rental for a period. Lessee may at any time execute and deliver to Lessor or the Depository Bank hereafter named, a release covering any portion or portions of the Leased Premises and thereby surrender this Lease as to that portion or portions and be relieved of all obligations as to the surrendered acreage.

8. FIXTURE CLAUSE: Lessee shall have the right at any time during this Lease, or within ninety (90) days after the expiration of this Lease with respect to any part of the Leased Premises to remove all property and fixtures placed on the Leased Premises by Lessee. Lessee may draw and remove all casing, and shall plug all wells on the Leased Premises, as required by any regulatory authority having jurisdiction, within ninety (90) days after the expiration of this Lease, unless Lessor, in writing elects to take responsibility for the well(s), in which case Lessee will cap the well(s) and deliver possession to Lessor.

9. METERING: Lessee shall provide, operate, maintain and read a meter or meters which shall record all water that is produced from the Leased Premises and sold. Lessee shall keep accurate records of all measurements of water required under this Lease, and the measuring devices and the records shall be open to inspection by the Lessor during business hours. Lessor shall have access to the metering equipment at all reasonable times. Upon written request of the Lessor, Lessee will give Lessor copies of such records or permit Lessor to have access to the same in the office of Lessee during reasonable business hours. Lessee shall calibrate its meter(s) once during any two consecutive calendar years and, if requested by Lessor, shall do so in the presence of a representative of Lessor.

Lessor may request, in writing, Lessee to calibrate the meter(s) at anytime. In that event Lessee shall calibrate its meter(s) and, if requested by Lessor, shall do so in the presence of a representative of Lessor. If upon test of the meter(s) pursuant to the request of Lessor the percentage inaccuracy of such metering equipment is found to be in excess of four percent (4%), Lessee shall pay the cost of the calibration. If the percentage inaccuracy of such metering equipment is found to be four percent (4%) or less, the cost thereof shall be paid by Lessor.

If upon any test of the meter(s) the percentage inaccuracy of such metering equipment is found to be in excess of four percent (4%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then for a period extending back one-half time elapsed since the late date of calibration, but in no event further back than a period of six months. If any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the periods such meter(s) are out of service or repair, shall be estimated and agreed upon by the parties hereto upon the basis of the best data available.

10. NO GUARANTEE OF QUALITY OR QUANTITY: Lessor does not, expressly or impliedly, warrant (i) the quantity of water in or under the Leased Premises or (ii) the quality, purity, or freedom from contamination of the water in or under the Leased Premises.

11. LOCATION OF FACILITIES AND EASEMENTS: The location of all roads, wells and other facilities shall be subject to the approval of Lessor. When Lessor approves a well site, Lessor will execute a SPECIFIC easement in favor of Lessee, substantially in the form of that attached hereto as Exhibit "B". When Lessor approves a pipeline, whether conveying water produced from the Lease Premises, or water produced from elsewhere, Lessor will execute a specific easement in favor of Lessee, substantially in the form of that attached hereto as Exhibit "C". If water produced from another property requires a pipeline easement across lessors property, and water is not being produced from lessors property, then lessee shall pay lessor a reasonable fee for use of said easement.

To the extent required by law or regulation, Lessor agrees to execute a separate document entitled "Sanitary Control Easement" in a form as required applicable law or regulation (which currently is by Title 30 Texas Administrative Code, Section 290, subchapter D) to provide sanitation easements around each well site on the Leased Premises. The current form for the Sanitary Control Easement is attached hereto as Exhibit "D."

Prior to commencement of any surface preparation in connection with a well site or the construction of a road to a well site, Lessee shall pay the following amounts:

1. Well Site. \$1,000 and \$500 on each anniversary of the first payment while this Lease is in effect.
2. Roads. \$500 per mile.

12. PAYMENTS: Payment of any sum due Lessor under this Lease may be made by paying or tendering said sums to Lessor at the address forth above for Lessor in Section 25 of this Lease, or to Lessor's credit at the address indicated for the following bank or savings and loan association (the "Depository Bank"): which Depository Bank, and its successors are hereby made the agents of Lessor to receive all payments herein provided for, and shall continue, unless and

until changed by Lessor, as the Depository Bank regardless of changes in the ownership of the Leased Premises or the right to receive the payments hereunder. All payments or tenders may be made by delivering or mailing cash, check, or draft, and the depositing of such cash, check, or draft in any post office, addressed to the Depository Bank or to Lessor (at Lessor's address as herein provided) shall be deemed payment or tender as herein provided. Lessor shall have the right to change the Depository Bank or Lessor's address by written notice to Lessee.

13. HISTORIC USE: All historic use relating to the water shall be deemed to have been withdrawn for the benefit of Lessee and thereby inure to the benefit of Lessee (the "Historic Water Benefits"). Upon the end of the term of this Lease, to the extent all or any portion of the Historic Water Benefits are no longer of benefit to Lessee and are transferable to Lessor, Lessee will, at Lessor's written request, take reasonable business efforts to convey that portion of the Historic water Benefits to Lessor; providing, however, Lessor shall be responsible for any and all third party costs and expenses incurred by Lessee in connection with such transfer.

14. TAXES AND OTHER GOVERNMENTAL ASSESSMENTS: Lessee shall be responsible for all taxes, water fees, assessments, studies, management fees, levies, charges, or other surcharges of all and every kind (including any fees and taxes assessed by a Groundwater Conservation District or similar entity) associated with the ownership, pumping and use of the water severed, transferred, and conveyed under the terms of this Lease, except that Lessor shall bear and pay (i) any ad valorem taxes assessed directly against Lessor's royalty, and (ii) any federal or state income taxes payable on the royalty and on the other compensation payable to Lessor under this Lease.

15. LESSOR'S USE OF WATER AND NON-INTERFERENCE WITH WATER WITHDRAWAL: Except for the production and use of water for the household needs of Lessor and Lessor's family, and for agricultural purposes not to exceed 10,000 gallons per day, Lessor will not conduct or allow others to conduct any operations upon the Leased Premises which will interfere with Lessee's operations of pursuant to this Lease or lessen the amount of the water. In addition, Lessor shall not take or allow others to take any actions (or omit to take any actions) which will harm or diminish Lessee's use of or access to the water. In this regard, Lessor will not cause or allow others to cause any contamination to the water from the quality or state in which it naturally exists in the ground.

16. QUIET ENJOYMENT: Lessor warrants and agrees to defend the title to the Leased Premises and water. Lessor covenants and warrants that Lessor has good title to the Leased Premises and water as set forth above, has good right and full power to grant and demise the lands and water, rights, and privileges in the manner specified above, and that Lessee, on observing and performing the covenants and conditions on Lessee's part contained in this Lease, shall and may peaceably possess and enjoy the lands and water and the rights and privileges hereby granted during the Lease term and any extension of it without any interruption or disturbance from or by

Lessor or any other person. Lessor and Lessee agree, that they will each do and perform such acts and things, and execute all such deeds, documents, and writings, and give all such assurances as may be necessary to give effect to this Lease and grant.

Lessor agrees that Lessee may discharge any tax, mortgage or other lien upon Lessor's interest in the Leased Premises in respect of which Lessor is in material default, and in the event the Lessee discharges any such obligations, Lessee may apply any royalties or other payments accruing hereunder toward recovery of any amount so discharged by Lessee.

17. NON DISTURBANCE PROVISIONS: As a condition to Lessee's obligations hereunder, within thirty (30) days from the Effective Date, Lessor will cause any lender or other person who has an interest, lien on or security interest in the Leased Premises ("Leased Premises Interest Holders") to deliver to Lessee an executed non-disturbance agreement in a form which is reasonably acceptable to Lessee, which agreements shall provide that (i) each of the Leased Premises Interest Holders will not disturb Lessee's rights hereunder and will, upon acquiring an interest in the Leased Premises, or this Agreement, assume Lessor's obligations under this Lease which arise from and after the date they obtain possession or control of such Leased Premises; (ii) so long as Lessee is not in default hereunder, they will not terminate this Lease, and (iii) prior to taking any action which will affect Lessee's rights or obligations under the terms of this Lease, they shall provide Lessee with at least 60 days prior written notice of any proposed action and the right to cure or cause to be cured any default or activity which has brought about the proposed action ("Non-Disturbance Agreement"). Any such written Non-Disturbance Agreement shall also provide that Lessee shall have the right, but not the obligation, to undertake a cure of any defaults of Lessor or other Leased Premises Interest Holder which will give rise to any such proposed actions and Lessee shall have the right to offset any sums expended in connection therewith against any sums due to Lessor hereunder. Lessee hereby subordinates this Lease and all rights of the Lessee hereunder to any mortgage or mortgages which may from time to time be placed upon the Leased Premises, or this Lease; provided that such mortgagee executes a Non-Disturbance Agreement.

18. GROUNDWATER CONSERVATION DISTRICT: If the Leased Premises or water are, or become, subject to the regulatory jurisdiction of a Groundwater Conservation District, or other similar entity of the State of Texas, which regulates or limits the pumping of water, both Lessor and Lessee understand that Lessee may be prohibited by law from producing water from the Leased Premises unless said pumping is in accordance with regulations promulgated by the newly created Groundwater Conservation District or any other governmental agency with lawful jurisdiction over water. Lessor and Lessee agree to expedite, in a professional and cooperative manner, the joint beneficial effort of making application(s) for and completion of the administrative process to obtain the necessary permit(s) recognizing the right to drill for and pump on the Leased Premises.

Due to the unpredictability of events that might occur during the application/recognition/notice/approval process, Lessor and Lessee agree to proceed as follows if

such application/recognition/notice/approval process is necessary:

a. Lessee agrees to take any and all necessary steps to apply for the recognition of Lessee's rights to the water related to the Leased Premises and shall request (i) authorization to pump the maximum allotted acre feet per year of water related to the Leased Premises allowed by law, and (ii) authorization, if necessary, to transport the water. Lessor will take all reasonable steps to obtain the governing agency's approval of Lessee's application. Lessee shall be responsible for all expenses, costs, and fees necessary to complete the application process before the governing agency. Additionally, Lessee agrees to reimburse Lessor for all of Lessor's actual reasonable expenses, costs, and fees (including reasonable attorney's fees) necessary to complete the application process before the governing agency.

b. Lessor and Lessee agree to cooperate in a professional and expeditious manner to fully complete the administrative process regarding the application process identified in this Section.

19. **FORCE MAJEURE:** Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to "Force Majeure." The term "Force Majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, droughts, landslides, and lightning; acts of a public enemy, wars, blockades, insurrections, or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders, or requests of federal, state, municipal, or other governments or governmental officers or agents under color of authority; freight embargos or failures; exhaustion or unavailability or delays in delivery of any product, labor, service or material. If Lessee is required, ordered, or directed by any federal, state, or municipal law, executive order, rule, regulation, or request enacted or promulgated under color of authority to cease drilling operations, reworking operations, or production of water on said land, or if Lessee by Force Majeure is prevented from conducting drilling operations, reworking operations, or production of water, then until such time as such law, order, rule regulation, request, or Force Majeure is terminated, and for a period of thirty (30) days after such termination each and every provisions of this Lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this Lease shall continue in full force.

20. **LIABILITY FOR DAMAGES:** Lessee shall indemnify, hold harmless, and defend Lessor and Lessor's heirs, successors, and assigns, from and against any and all losses, liabilities, damages, costs, attorney's fees, expenses, causes of action, suits, claims, and judgments of any kind or character for injury to person or property arising in whole or in part out of Lessee's operation on the Leased Premises. Should there be damage to actual crops during the course of (i) drilling, pumping, storing and transporting water; (ii) construction, installing, operating and maintaining any improvements and equipment necessary to drill, pump, store and transport water; and (iii) constructing, installing, operating and maintaining any pipelines or surface storage tanks necessary to store and transport water produced from the Leased Premises, Lessee agrees to

reimburse Lessor the actual value of the crop damaged by Lessee as determined by the amount per acre harvested in the year damage occurred.

21. NOTICE OF BREACH: The breach by Lessee of any obligation arising under this Lease shall not result in a forfeiture or termination of this Lease, nor cause a termination or reversion of the estate created by the Lease, nor be grounds for cancellation of the Lease in whole or in part. In the event Lessor considers that operations are not being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied on as constituting a breach of the Lease, and Lessee, if in default, shall have sixty (60) days after receipt of this notice in which to commence compliance with the obligations imposed by virtue of this Lease.

22. NOTICES: Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery, by facsimile, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when received by facsimile or by personal delivery, or three days after deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to Lessee shall be addressed:

Heart of Texas Suppliers, LP
1300 Post Oak Boulevard, Ste. 800
Houston, Texas 77056
Attn: Heart of Texas Water Suppliers, LLC
Tim Throckmorton, Manager
Fax (713) 350-6001

Any such notice mailed to Lessor shall be addressed:

MR + MRS. ADOLPH GRIEGER
1500 T.H. JOHNSON DRIVE
TAYLOR, TEXAS 76574
Attn: _____
Phone ~~Fax~~ (512) 352-2792

Either party may change the address or facsimile number for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

23. APPROVALS. Whenever the term "approve" or "approval" is used in this Agreement, the Party whose approval is required will not unreasonably withhold or delay it. Where approval is necessary, the Party seeking approval may request approval in writing.. If the Party whose approval is requested fails to either approve the submittal or provide written comments specifically identifying the required changes within 21 working days, the submittal, as submitted by the requesting Party, will be deemed to have been approved by the Party whose

approval is requested. If the matter has not been approved or deemed approved and the Parties are unable to agree on a modification, the Parties will mediate a resolution of the matter. Mediation will be conducted within ten business days of the date approval is requested before mediators at the Travis County Dispute Resolution Center or a similar organization if the Travis County Dispute Resolution Center ceases to exist, as though it had been referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN. (Vernon's 1986). The Parties will enter an agreement with the Travis County Dispute Resolution Center to perform mediation services, and each Party will be responsible for 50% of any costs and fees associated with the mediation. If the Parties fail to agree on resolution following mediation, the dispute will be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

24. **WAIVER:** The failure on the part of either party to require performance by the other of any portion of this Lease shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision. Any waiver by either party or any provision of this Lease shall not be a waiver of any other provision hereof.

25. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease.

26. **ATTORNEY'S FEES:** In the event either party shall become a party to any litigation against the other to enforce or protect any rights or interest under this Lease and shall prevail, the losing party shall reimburse the prevailing party for all investigative and court costs and attorney's fees incurred in such litigation.

27. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Texas and venue shall lie in Williamson County, Texas.

28. **BINDING EFFECT:** The Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

29. **TIME:** Time is of the essence. Unless otherwise specified, all references to "days" means calendar days. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

30. **NO PARTNERSHIP, AGENCY OR THIRD PARTY BENEFICIARIES INTENDED:** Nothing in this Lease will be construed as creating any form of partnership or joint venture relationship between the parties, nor shall either party be authorized to act as an agent for the other party. Nothing in this Lease shall be construed to confer any right, privilege or benefit on, or to otherwise create any vested right or third-party beneficiary relationship with any person or entity not a party to the Lease.

31. **AUTHORITY:** Each of the persons signing on behalf of Lessor and Lessee hereby confirm that they have the authority to execute this Lease on behalf of the party indicated by their signature and have the authority to bind such party hereto.

32. **SURVIVAL:** Except as set out herein, all agreements and representations in this Lease shall survive the end of the Lease term.

33. **FURTHER ASSURANCES:** Lessor and Lessee shall take all further actions and shall execute and deliver to the other any other document or instrument which is necessary to fully carry out the transactions evidenced by this Lease. Lessor and Lessee shall cooperate with each other and act in good faith to accomplish the purposes of this Lease.

34. **MEMORANDUM OF LEASE:** Lessee shall have the authority to file a Memorandum of Lease of public record to reflect its interest in the Lease. The form for the Memorandum of Lease is set forth in Exhibit "E" attached hereto.

35. **COMPLIANCE WITH ALL LAWS:** Lessor and Lessee agree that each of them will comply with all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any of the authorities having jurisdiction in carrying out its duties and obligations hereunder. However, nothing contained in this Lease shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation in any forum having jurisdiction.

36. **ENTIRE AGREEMENT:** This Lease contains all agreements between the parties hereto and any agreement not contained herein shall not be recognized by the parties. The captions used herein are for convenience only and shall not be used to construe this Lease. Words of gender shall be construed to include any other gender, and words in the singular shall included the plural and vice versa unless the context requires otherwise.

37. **COUNTERPARTS:** This Lease may be executed by the parties in any number of counterparts, each of which when so executed and delivered shall be deemed an original instrument, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURES TO FOLLOW]

LESSOR:

INDIVIDUAL, PARTNERSHIP OR
CORPORATION

By:

By Name: Adolph A. Grieger Sr.
Title: Verna M. Grieger

LESSEE:

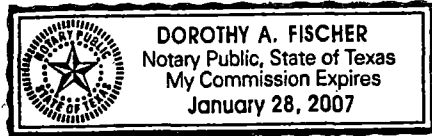
Heart of Texas Suppliers, L.P.
by its General Partner, Heart of Texas Water
Suppliers, LLC

By: Tim Throckmorton
Tim Throckmorton, Manager

By: John D. Turner
John D. Turner, Manager

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

4 This instrument was acknowledged before me on the 14th day of SEPTEMBER,
2007, by ADOLPH A. GRIEGER SR., VERNA M. GRIEGER of Individual, Partnership of
Corporation



Dorothy A. Fischer
Notary Public, State of Texas
My Commission Expires 1-28-2007

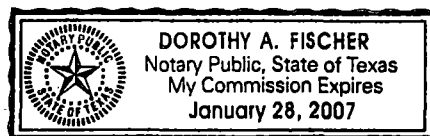
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

4 This instrument was acknowledged before me on the 14th day of SEPTEMBER,
2007, by Tim Throckmorton, Manager of Heart of Texas Water Suppliers, LLC.
by JOHN D. TURNER, MANAGER OF HEART OF TEXAS WATER SUPPLIERS, LLC.

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 14th day of SEPTEMBER

1\MGS\groundwater-Lease-6
4/2/04



Dorothy A. Fischer
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 1-28-2007

**Exhibit “A”
LEASED PREMISES**

90016857W

WARRANTY DEED WITH VENDOR'S LIEN

VEL 1944:007

Date: August 28, 1990

Grantor: D. S. MARKS and wife, FLORENE MARKS

28117

Grantor's Mailing Address (including county): HCR Box 396, Duncan,
Arizona 85534

Grantee: ADOLPH A. GRIEGER, SR., and wife, VERNA M. GRIEGER

Grantee's Mailing Address (including county): 1425 W. 4th Street
Taylor, Williamson County, Texas 76574

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration and a note of even date that is in the principal amount of SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to DAN R. MCNERY, Trustee.

Property (including any improvements):

183.14 acres of land, more or less, out of the HENRY COOKE SURVEY, Abstract No. 126, in Williamson County, Texas, and Abstract No. 392, in Lee County, Texas, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

1. Any easements, rights-of-way, and prescriptive rights, whether shown of record or not; all presently recorded restrictions, reservations, covenants, limitations, conditions, and oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments, or overlapping improvements; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any applicable governmental district, agency, authority, etc.

2. Taxes for 1990 and all subsequent years, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

VOL 1944 PAGE 008

When the context requires, singular nouns and pronouns include the plural.

x D. S. Marks
D. S. MARKS

x Florence Marks
FLORENE MARKS

(Acknowledgments)

THE STATE OF Oregon
COUNTY OF Lincoln

This instrument was acknowledged before me on the 6 day
of September 1990, by D. S. MARKS.

Jean M. Fisher
NOTARY PUBLIC - STATE OF Oregon
My Commission Expires: 12-19-92
Jean M. Fisher
(Printed Name of Notary)

THE STATE OF Oregon
COUNTY OF Lincoln

This instrument was acknowledged before me on the 6 day
of September 1990, by FLORENE MARKS.

Jean M. Fisher
NOTARY PUBLIC - STATE OF Oregon
My Commission Expires: 12-19-92
Jean M. Fisher
(Printed Name of Notary)

d/marks1.txt

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 2 of 3

VOL 1944 PAGE 009

FIELD NOTES

BEING a part of the HENRY COOKE SURVEY, ABSTRACT NO. 126, WILLIAMSON COUNTY, TEXAS, ABSTRACT NO. 392, LEE COUNTY, TEXAS, and being all of that certain tract of land called 182.51 acres described in a deed to D. S. Marks and wife, Florene Marks, recorded in Volume 564 at Page 503, Deed Records of Williamson County, and Volume 210 at Page 378, Deed Records of Lee County, and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at a 4" X 4" concrete monument found at the southeast corner of said tract described in Volume 564, Page 503, Deed Records of Williamson County, and Volume 210, Page 378, Deed Records of Lee County, from which a Post Oak 24" dia. bears S 70° E a distance of 17 feet, a Live Oak 18" dia. bears N 70° W a distance of 21.4 feet and a Live Oak 18" dia. bears N 70° W a distance of 25 feet;

THENCE N 70° 14' 40" W a distance of 2612.08 feet with the south line of said tract and the south line of the Henry Cooke Survey to a 4" X 4" concrete monument found at the southwest corner thereof;

THENCE N 19° 55' 00" E a distance of 3075.22 feet with the west line of said tract to a 4" X 4" concrete monument found at the northwest corner thereof, from which a Red Oak 18" dia. bears S 20° W a distance of 3 feet;

THENCE S 70° 00' 00" E a distance of 2585.62 feet with the north line of said tract to an iron rod set at the northeast corner thereof in the west line of County Road No 482;

THENCE S 19° 25' 20" W a distance of 3064.23 feet with the east line of said tract to the Place of Beginning, containing 183.14 acres of land, (of which 145.32 acres are situated in Williamson County, and 37.82 acres of situated in Lee County), subject to easements, conditions or restrictions of record, if any.

COALTER & ASSOCIATES, SURVEYORS

Stan Coalter, RPS, LSLS
Revised 8-23-80

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was filed
on the date and at the time stamped hereon
by me; and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on

SEP 25 1990



James H. Rister
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



FILED FOR RECORD
WILLIAMSON COUNTY, TX
1990 SEP 24 PM 4:08
James H. Rister
COUNTY CLERK

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, NANCY E. RISTER, COUNTY CLERK, DO
HEREBY CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY AS SAME APPEARS OF RECORD
IN MY CUSTODY.

Witness my hand and seal of office on 11/03/04

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
By *N. Stanley* Deputy

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 3 of 3



Exhibit "B"
WELL SITE EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON

DATE: April 7, 2005

GRANTOR: Verna M. Grieger

GRANTOR'S MAILING ADDRESS:

1500 T. H. Johnson Drive
Taylor, Texas 76574

GRANTEE: Heart of Texas Suppliers, LP

GRANTEE'S MAILING ADDRESS:

4605 Post Oak Place, Suite 212
Houston, Texas 77027

CONSIDERATION:

One Thousand and No/100 Dollars (\$1000.00) on execution of this Easement and Five Hundred and No/100 Dollars (\$500.00) upon each anniversary of the date of execution of this Easement.

EASEMENT PROPERTY:

A tract of land situated in Williamson County, Texas, more particularly described in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

PROJECT:

A groundwater production well and all necessary or desirable facilities, equipment, and appurtenances thereto, including, without limitation, any pipelines to transport groundwater produced from the Leased Premises.

PRIOR EASEMENTS:

GRANTOR, for the consideration paid to GRANTOR, hereby **GRANTS, SELLS AND CONVEYS** to GRANTEE an easement and right-of-way (the "Easement") in, upon, under, over and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in anywise belonging; **TO HAVE AND HOLD** to GRANTEE and GRANTEE'S successors and assigns forever, by, through or under GRANTOR, but not otherwise. The Easement shall be used for the purposes of excavating for, laying, constructing,

placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

The Easement, and all of GRANTEE'S rights in and to the Easement and the EASEMENT PROPERTY are expressly subject to the Prior Easements and all of the rights of the beneficiaries of the Prior Easements. GRANTEE, by its acceptance hereof, expressly agrees to indemnify and hold GRANTOR harmless from any damages, claims, costs, suits, actions, proceedings and liability asserted or enforced against GRANTOR as a result of any failure by GRANTEE to comply with the foregoing requirements. Except as provided in the Prior Easements and in this Easement, GRANTEE's rights to use of the EASEMENT PROPERTY are exclusive.

GRANTEE shall have the right to conduct archeological, historical, geological, environmental and other studies on the EASEMENT PROPERTY. GRANTEE shall deliver copies of all studies to GRANTOR upon receipt thereof by GRANTEE.

GRANTEE agrees that upon completion of construction, all surplus excavation, debris, trash or litter resulting from constructing the PROJECT shall be cleaned up and disposed of off the EASEMENT PROPERTY, and shall construct a fence along the boundaries of the EASEMENT PROPERTY, at GRANTEE'S sole cost and expense. GRANTEE shall install and maintain a substantial metal gate in the boundary fence, which gate shall be kept locked by GRANTOR when not in actual use. GRANTEE shall provide GRANTOR with the keys or combinations necessary to open GRANTEE's locks. GRANTEE, at all times after completing any work in connection with the PROJECT, will restore the surface of the EASEMENT PROPERTY, as nearly as possible, to the condition in which the EASEMENT PROPERTY was found immediately before the PROJECT was undertaken; however, GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

GRANTEE shall conduct all of its activities on the EASEMENT PROPERTY in full compliance with all applicable federal, state, local laws and ordinances.

GRANTEE shall at all times use reasonable care in all of GRANTEE's operations on the EASEMENT PROPERTY to prevent injury or damage to the grass, crops, livestock, buildings, or other property situated on the adjacent or remainder property of GRANTOR.

It is understood and agreed that the consideration herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT but does not include damages, if any, to GRANTOR'S remainder property which may occur in the future after the original construction of the PROJECT, directly resulting from the reconstruction or repair of the PROJECT. GRANTEE shall be entitled to keep the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures or other obstructions and the reasonable clearing and removal of such obstructions shall not be considered a compensatory damage to GRANTOR'S property. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas and other minerals owned by GRANTOR, in, on and under the EASEMENT PROPERTY; provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the Easement or any part thereof, by, through or under GRANTOR, but not otherwise. The Easement and the EASEMENT PROPERTY are conveyed subject to the Prior Easements and all matters of record in the office of the County Clerk of Travis County, Texas, or apparent on the EASEMENT PROPERTY.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, agents, subsidiaries, officers, servants, contractors, successors and assigns of GRANTEE.

The rights granted to GRANTEE in this Easement shall terminate upon GRANTEE's failure to pay the consideration set out above or upon the termination of that Groundwater Lease by and between Verna M. Grieger, on the one hand, and Heart of Texas Suppliers, L.P., on the other hand, dated September 14, 2004, whichever is earlier.

GRANTOR:

Verna M. Grieger

Name: _____

Name: _____

ACCEPTED:

GRANTEE:

Robert Fletcher

Name: ROBERT FLETCHER

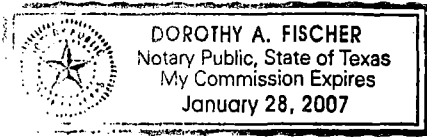
Title: Mgr.

Name: Tim N Throckmorton

Title: TIM N THROCKMORTON
manager

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 7th day of APRIL,
2005, by VERNA M GRIEGER.



Dorothy A Fischer
Notary Public, State of Texas
My Commission Expires 1-28-07

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2005, by _____.

Notary Public, State of Texas
My Commission Expires _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2005, by _____.

Notary Public, State of Texas
My Commission Expires _____

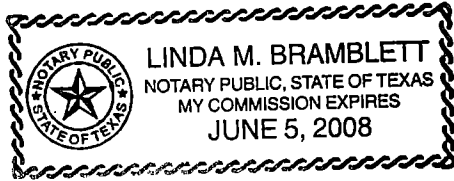
STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2005, by _____.

Notary Public, State of Texas
My Commission Expires _____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

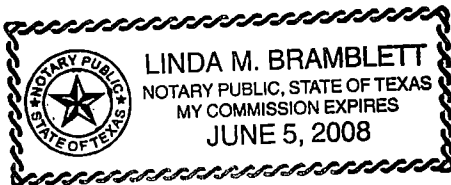
This instrument was acknowledged before me on the 5th day of April, 2005, by R. D. Bart Fletcher, Manager of Heart of Texas Water Suppliers, LLC.



Linda M. Bramblett
Notary Public, State of Texas
My Commission Expires June 5, 2008

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 5th day of April, 2005, by Tim Throckmorton, Manger of Heart of Texas Water Suppliers, LLC.



Linda M. Bramblett
Notary Public, State of Texas
My Commission Expires June 5, 2008

Exhibit "C"
PIPELINE OR ROAD EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON

DATE: April 7, 2005

GRANTOR: Verna M. Grieger

GRANTOR'S MAILING ADDRESS:

1500 T. H. Johnson
Taylor, Texas 76574

GRANTEE: Heart of Texas Suppliers, L.P.

GRANTEE'S MAILING ADDRESS:

4605 Post Oak Place, Suite 212
Houston, Texas 77027

CONSIDERATION:

One Thousand and No/100 Dollars (\$1000.00) on execution of this Easement and Five Hundred and No/100 Dollars (\$500.00) upon each anniversary of the date of execution of this Easement.

EASEMENT PROPERTY:

A tract of land situated in Williamson County, Texas, more particularly described in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

PROJECT:

Heart of Texas Supplies, L.P.'s well field and related pipeline gathering system in far south eastern Williamson County.

PRIOR EASEMENTS:

GRANTOR, for the consideration paid to GRANTOR, hereby **GRANTS, SELLS AND CONVEYS** to GRANTEE an easement and right-of-way (the "Easement") in, upon, under, over and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in anywise belonging; **TO HAVE AND HOLD** to GRANTEE and GRANTEE'S successors and assigns forever, by, through or under GRANTOR, but not

otherwise. The Easement shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

The Easement, and all of GRANTEE'S rights in and to the Easement and the EASEMENT PROPERTY are expressly subject to the Prior Easements and all of the rights of the beneficiaries of the Prior Easements. GRANTEE, by its acceptance hereof, expressly agrees to indemnify and hold GRANTOR harmless from any damages, claims, costs, suits, actions, proceedings and liability asserted or enforced against GRANTOR as a result of any failure by GRANTEE to comply with the foregoing requirements. Except as provided in the Prior Easements and in this Easement, GRANTEE's rights to use of the EASEMENT PROPERTY are exclusive.

GRANTEE shall have the right to conduct archeological, historical, geological, environmental and other studies on the EASEMENT PROPERTY. GRANTEE shall deliver copies of all studies to GRANTOR upon receipt thereof by GRANTEE.

GRANTEE agrees that upon completion of construction, all surplus excavation, debris, trash or litter resulting from constructing the PROJECT shall be cleaned up and disposed of off the EASEMENT PROPERTY at GRANTEE'S sole cost and expense. GRANTEE, at all times after completing any work in connection with the PROJECT, will restore the surface of the EASEMENT PROPERTY, as nearly as possible, to the condition in which the EASEMENT PROPERTY was found immediately before the PROJECT was undertaken; however, GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

GRANTEE shall conduct all of its activities on the EASEMENT PROPERTY in full compliance with all applicable federal, state, local laws and ordinances.

GRANTEE shall at all times use reasonable care in all of GRANTEE's operations on the EASEMENT PROPERTY to prevent injury or damage to the grass, crops, livestock, buildings, or other property situated on the adjacent or remainder property of GRANTOR.

It is understood and agreed that the consideration herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT but does not include damages, if any, to GRANTOR'S remainder property which may occur in the future after the original construction of the PROJECT, directly resulting from the reconstruction or repair of the PROJECT. GRANTEE shall be entitled to keep the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures or other obstructions and the reasonable clearing and removal of such obstructions shall not be considered a compensatory damage to GRANTOR'S property. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas and other minerals owned by GRANTOR, in, on and under the EASEMENT PROPERTY; provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

GRANTEE may not assign all or any part of this Easement without the prior written approval of GRANTOR. This instrument, and the terms and conditions contained herein, shall

inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the Easement or any part thereof, by, through or under GRANTOR, but not otherwise. The Easement and the EASEMENT PROPERTY are conveyed subject to the Prior Easements and all matters of record in the office of the County Clerk of Williamson County, Texas, or apparent on the EASEMENT PROPERTY.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, agents, subsidiaries, officers, servants, contractors, successors and assigns of GRANTEE.

The rights granted to GRANTEE in this Easement shall terminate upon GRANTEE's failure to pay the consideration set out above within thirty days (30) after the anniversary date or upon the termination of that Groundwater Lease by and between Verna M. Grieger, on the one hand, and Heart of Texas Suppliers L.P., on the other hand, dated September 14, 2004, whichever is earlier.

GRANTOR:

Verna M. Grieger
Name: _____

Name: _____

ACCEPTED:

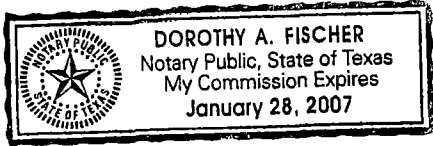
GRANTEE:

RD Bart Fletcher
Name: RD BART FLETCHER
Title: MSK

Tim M Throckmorton
Name: TIM M THROCKMORTON
Title: manager

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 7th day of APRIL,
2005, by VERNA M GRIEGER



Dorothy A Fischer
Notary Public, State of Texas
My Commission Expires 1-28-07

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2005, by _____.

Notary Public, State of Texas
My Commission Expires _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2005, by _____.

Notary Public, State of Texas
My Commission Expires _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2005, by _____.

Notary Public, State of Texas
My Commission Expires _____

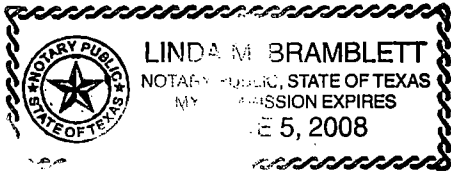
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 5th day of April, 2005, by R. D. Bart Fletcher, Manager of Heart of Texas Water Suppliers, LLC.

Linda M Bramblett

Notary Public, State of Texas

My Commission Expires June 5, 2008



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 5th day of April, 2005, by Tim Throckmorton, Manger of Heart of Texas Water Suppliers, LLC.

Linda M. Bramblett

Notary Public, State of Texas

My Commission Expires June 5, 2008

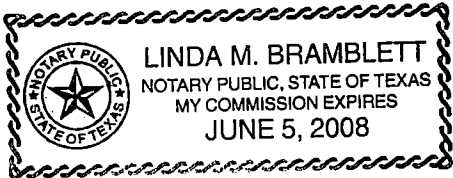


Exhibit "D"
SANITARY CONTROL EASEMENT

DATE: April 7, 2005

GRANTOR: Verna M. Grieger

GRANTOR'S ADDRESS:
1500 T.H. Johnson Drive
Taylor, Texas 76574

GRANTEE: Heart of Texas Suppliers, L.P.

GRANTEE'S ADDRESS:
4605 Post Oak Place, Suite 212
Houston, Texas 77027

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank or sewage treatment drainfields, improperly constructed water wells of any depth, and all other construction or operation that could create an insanitary condition within, upon, or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.
5. This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well. The Grantor's property subject to this Easement is described in the documents recorded at:

Volume 564, Page 503 of the Real Property Records of Williamson County, Texas.

Property Subject to Easement:

All of that area within a 150 foot radius of the water well located 27° 27' 03" N 97° 10' 47" W degrees from the corner of Lot 564, of a Subdivision of Record in Book 564, Page 503 of the County Plat Records, Williamson County, Texas.

TERM: This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT: Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION: Invalidation of any one of these restrictions or uses (covenants) by a judgement or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

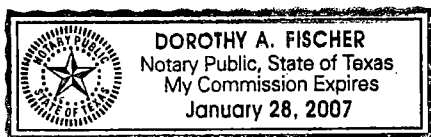
FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR:

Verna Grieger
Name: _____
Name: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 7th day of APRIL, 2004, by VERNA GRIEGER.
5



Dorothy A. Fischer
NOTARY PUBLIC, State of Texas EXP 1-28-07

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2005048816

Nancy E. Rister

08/28/2005 02:17 PM

CARRILLO \$38.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS



✓

Exhibit "F"
MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into by and between Adolph A. Grieger, Sr. and Verna M. Grieger (hereinafter collectively referred to as "Lessor," except in instances where any of the foregoing may be referred to individually) and Heart of Texas Suppliers, L.P., a Texas limited partnership ("Lessee"), and is as follows:

1. Pursuant to that certain Groundwater Lease with an effective date of September 14, 2004, executed by Lessor and Lessee (the "Lease"), Lessor has leased to Lessee and Lessee has leased from Lessor that certain real property which is described in Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Premises"), for the purpose of exploring for, drilling for, producing, utilizing, saving, transporting, and treating water from beneath the surface of the land.

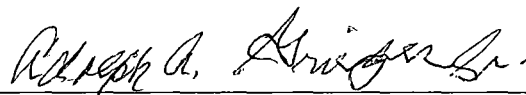
2. The term of the Lease commenced on September 14, 2004, and continues for Fifty (50) years, and for as long thereafter as Groundwater is being commercially produced from the Leased Premises (the "Term"), unless sooner terminated in accordance with the provisions of the Lease.

3. The parties acknowledge that the Term of the Lease is subject to termination upon the occurrence of certain events of default as provided therein. Lessor and Lessee expressly agree that upon the expiration of the Term of the Lease, or the earlier termination of the Lease in accordance with the terms of the Lease, Lessor shall have the right to deliver to Lessee an instrument confirming such termination, and if Lessee fails to execute and deliver such instrument to Lessor within fifteen (15) days, then Lessor shall be entitled to execute and record in the Official Public Records of Williamson County, Texas, an Affidavit certifying that the Lease has terminated, which Affidavit shall constitute conclusive evidence of the termination of the Lease.

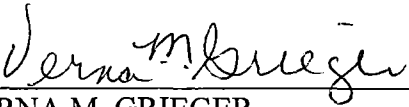
4. This Memorandum does not alter, amend or modify the terms of the Lease, but is executed solely for the purpose of giving notice of the existence of the Lease and the terms and conditions therein, which Lease is incorporated herein by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

Executed by the undersigned effective as of October 27, 2004.

LESSOR:



ADOLPH A. GRIEGER, SR.


VERNA M. GRIEGER

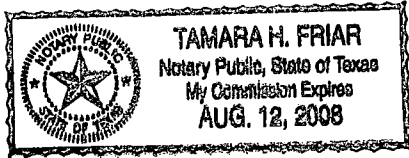
LESSEE:

HEART OF TEXAS SUPPLIERS, LLP by its
Managing Partner, Heart of Texas Water Suppliers
, LLC

By: 
Tim N. Throckmorton, Manager
By: 
John D. Turner, Manager

STATE OF TEXAS §
COUNTY OF Williamson

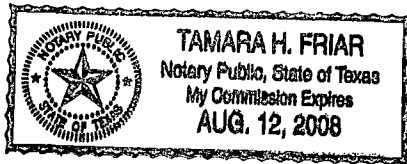
This instrument was acknowledged before me on the 13 day of November
2004, by ADOPH A. GRIEGER, Sr..



Tamara H. Friar
Notary Public, State of Texas
My Commission Expires 8-12-2008

STATE OF TEXAS §
COUNTY OF Williamson

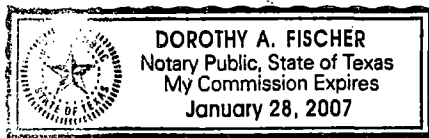
This instrument was acknowledged before me on the 13 day of November
2004, by VERNA M. GRIEGER



Tamara H. Friar
Notary Public, State of Texas
My Commission Expires 8-12-2008

STATE OF TEXAS §
COUNTY OF TRAVIS §

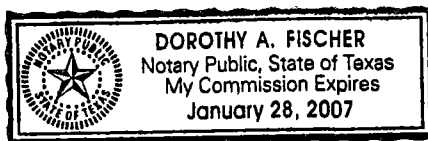
This instrument was acknowledged before me on the 27th day of OCTOBER,
2004, by TIM N THROCKMORTON.



Dorothy A Fischer
Notary Public, State of Texas
My Commission Expires 1-28-07

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29th day of OCTOBER,
2004, by JOHN D. TURNER.



Dorothy A Fischer
Notary Public, State of Texas
My Commission Expires 1-28-07

AGENDA ITEM REPORT

10.1.



To: City Council

Subject: Consideration and possible action on resolution R-2022-008 accepting a petition for the creation of a public improvement district for the project known as The Estates of Hutto, calling a public hearing on the creation of a public improvement district, directing the mailing and publication of notice of a public hearing on the creation of a public improvement district, and matters related thereto. (Legal - D. Palumbo)

Meeting: Thursday, February 10, 2022

Department: City Secretary /

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.1.



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, February 10, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.2.



To: City Council
Subject: Presentation of the City Financials for the Month of December as well as the Monthly Investment Report as Required by the Fiscal and Budgetary Policy. (Angie Rios)
Meeting: Thursday, February 10, 2022
Department: Finance /
Staff Contact: Angie Rios

BACKGROUND INFORMATION:

December 2021 Monthly Financial and Investment Report

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Dec 2021 Financial & Investment Report



MONTHLY FINANCIAL AND INVESTMENT REPORT

FOR THE MONTH ENDED DECEMBER 31, 2021

**Angie Rios, CPA
Chief Financial Officer**

TABLE OF CONTENTS

Dashboard	1
-----------------	---

GENERAL FUND

Sales Tax, Three Year Comparison	4
Statement of Revenues - Budget and Actual	5
Statement of Expenditures - Budget and Actual	6

GENERAL GOVERNMENT SCHEDULES

Statement of Revenues and Expenditures, Budget and Actual

Hotel Motel Fund	9
PEG Capital Fund	9
Park Improvement Fund	9
CDC	9

ENTERPRISE FUNDS

Statement of Revenues and Expenses – Budget and Actual

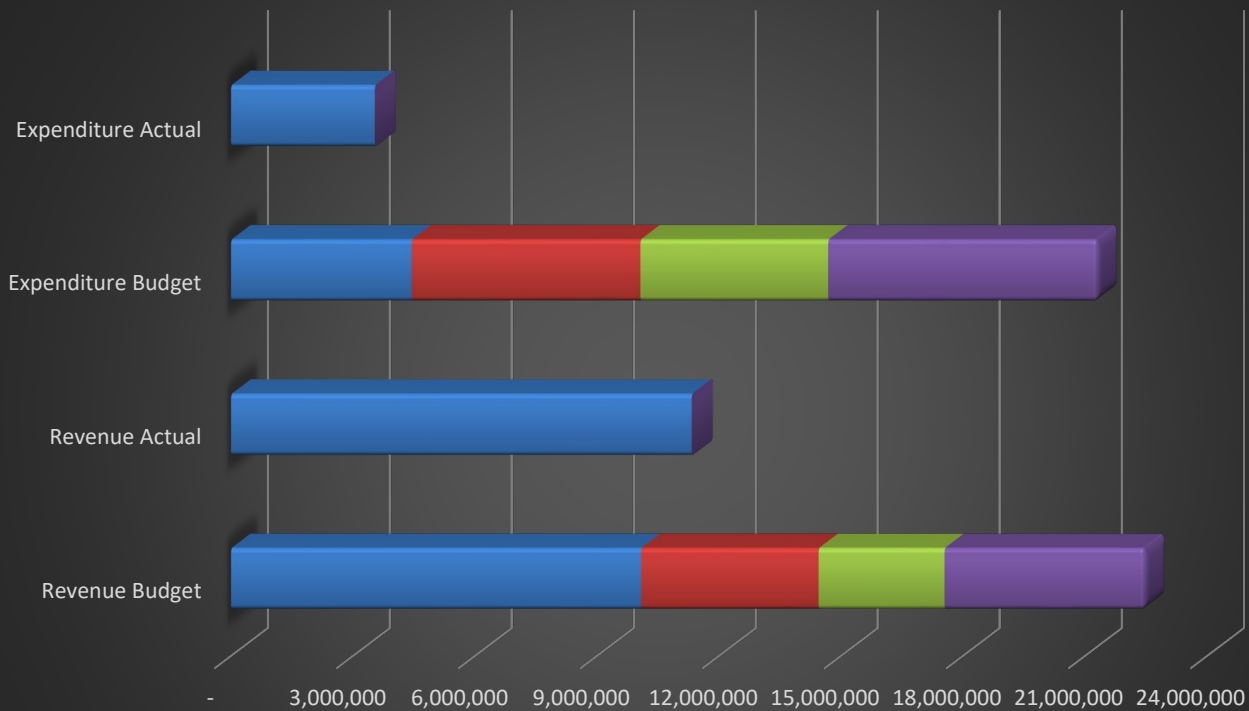
Water/Wastewater Fund	10
Impact Fees Fund	11
Utility CIP Fund	11
Solid Waste Fund	11

MONTHLY INVESTMENT REPORT

Monthly Investment Report	12
---------------------------------	----

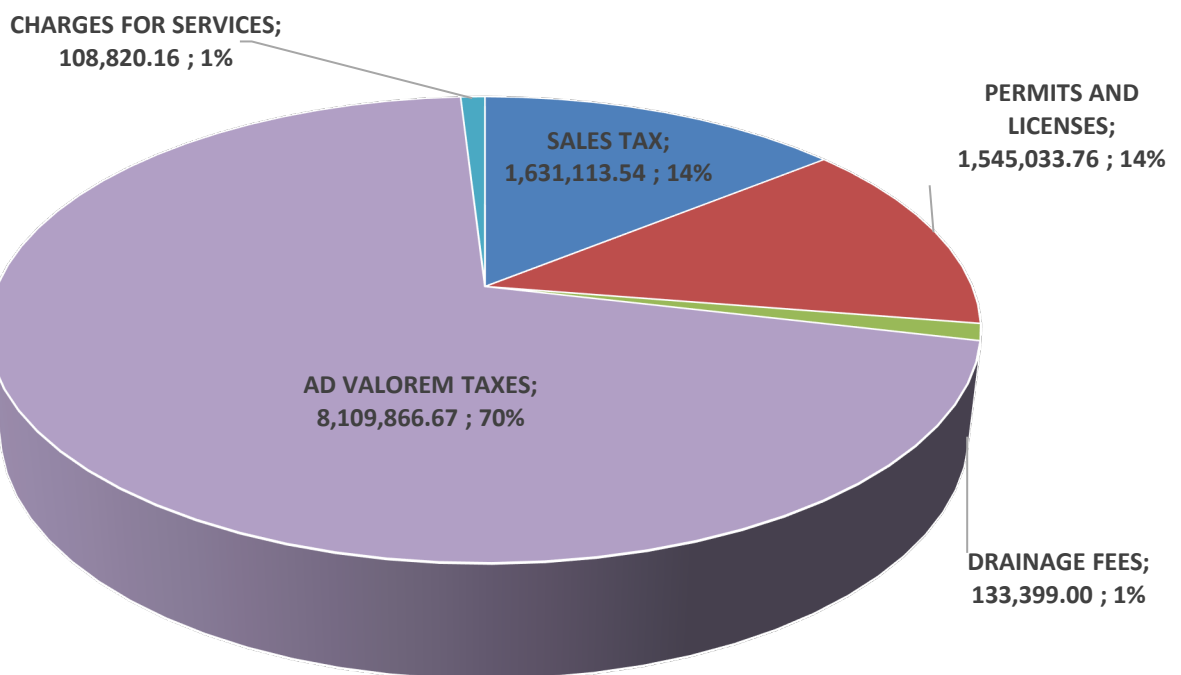
FINANCIAL DASHBOARD AS OF DECEMBER 31, 2021

General Fund



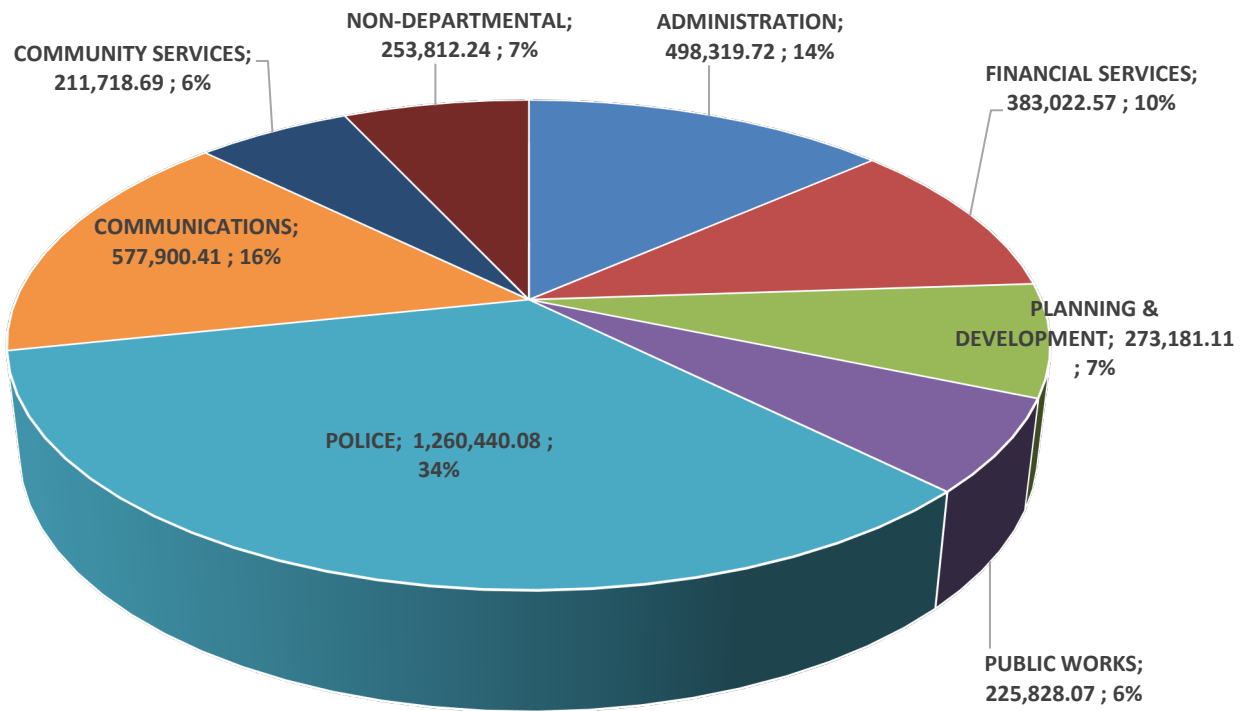
	Revenue Budget	Revenue Actual	Expenditure Budget	Expenditure Actual
Quarter 1	10,086,719	11,332,319	4,446,158	3,537,887
Quarter 2	4,367,538	-	5,625,403	-
Quarter 3	3,096,859	-	4,616,754	-
Quarter 4	4,938,782	-	6,636,184	-

GENERAL FUND REVENUE

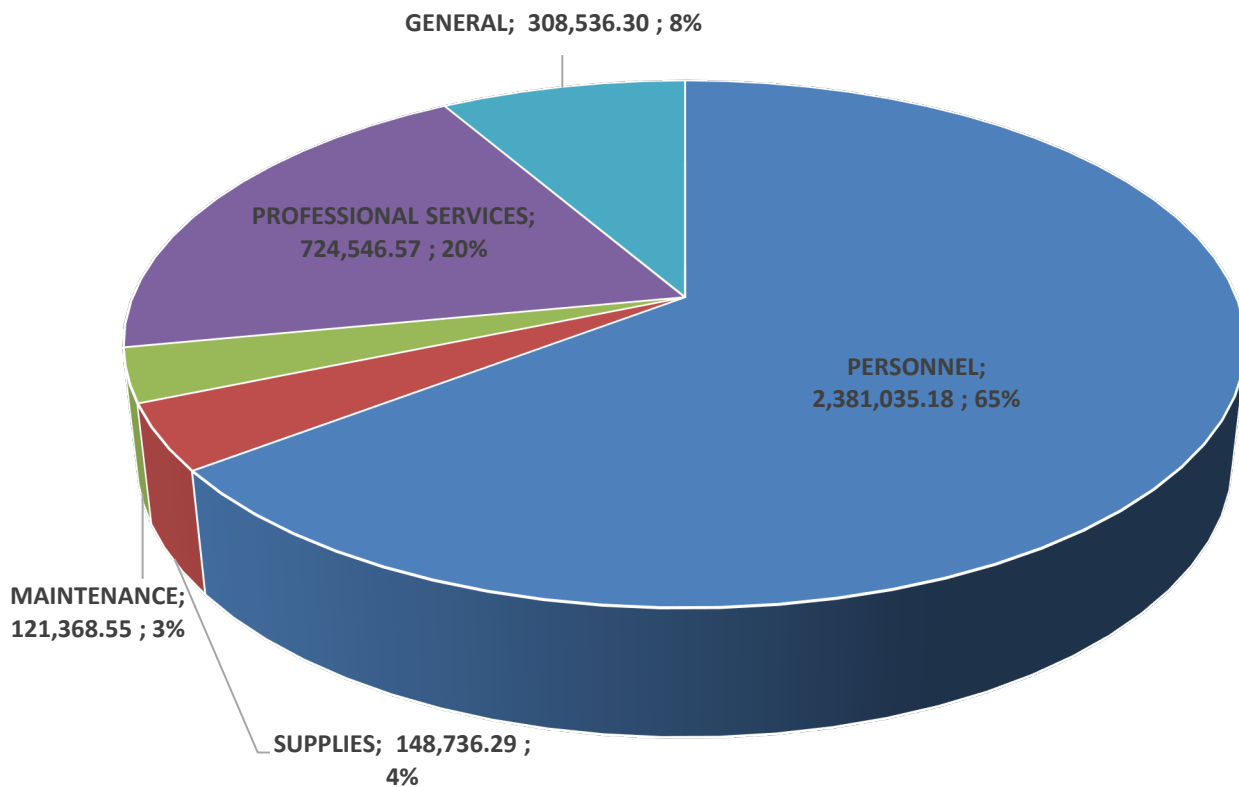


FINANCIAL DASHBOARD AS OF DECEMBER 31, 2021

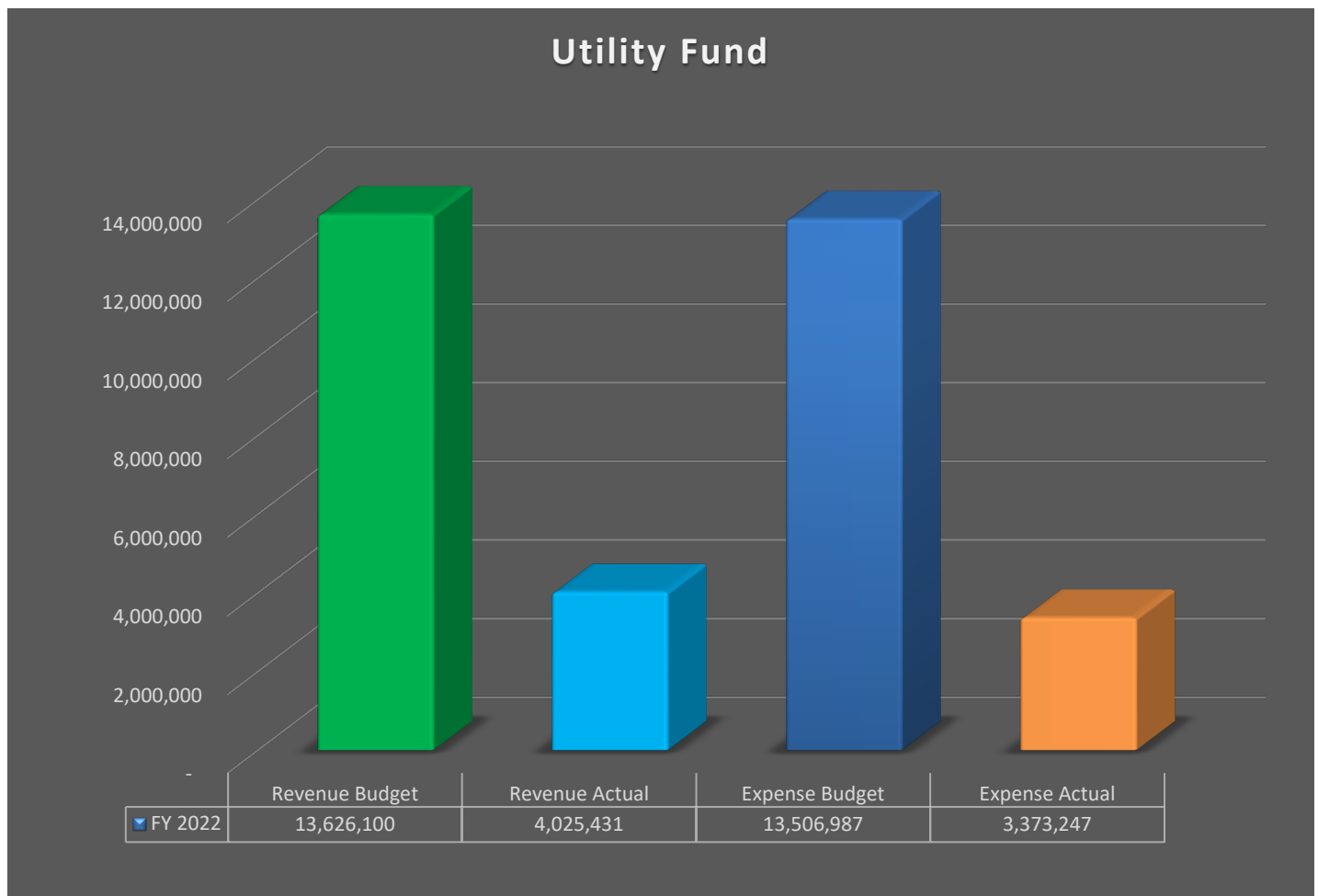
GENERAL FUND EXPENDITURES BY DEPARTMENT



GENERAL FUND EXPENDITURES BY TYPE



FINANCIAL DASHBOARD AS OF DECEMBER 31, 2021

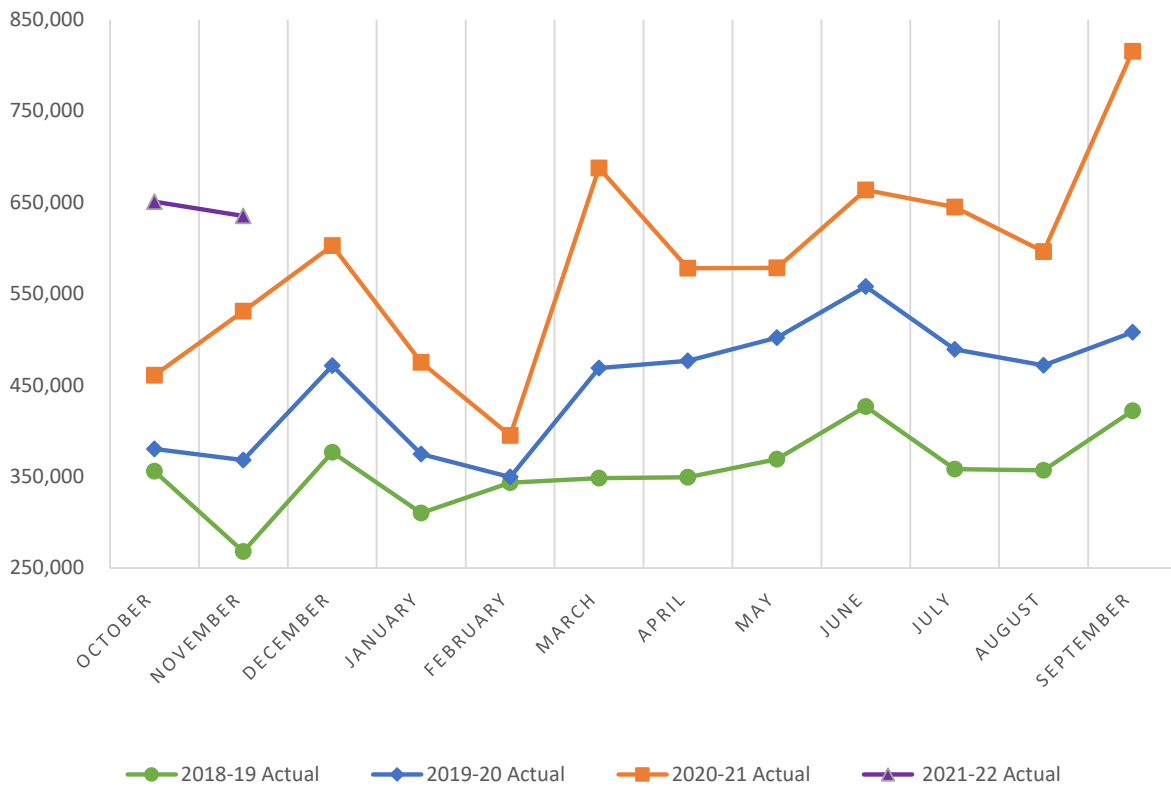


- Utility revenues were at 29.54% of budget
- Expenses were at 24.97% of budget

CITY ONLY Monthly Sales Tax Revenue

Received	FY Accrual	2018-19	2019-20	2020-21	2021-22	
		Actual	Actual	Actual	Estimate	Actual
December	October	355,906	380,217	460,839	440,696	650,779
January	November	268,005	368,031	531,091	426,572	635,102
February	December	376,485	471,312	602,713	546,281	-
March	January	310,216	374,496	475,083	434,064	-
April	February	343,422	349,480	395,000	405,070	-
May	March	348,258	468,816	687,438	543,387	-
June	April	349,284	476,524	578,119	552,322	-
July	May	369,062	501,930	578,444	581,769	-
August	June	426,662	558,000	663,684	646,758	-
September	July	358,298	489,116	644,647	566,917	-
October	August	356,908	471,586	596,256	546,598	-
November	September	422,002	507,797	815,296	588,569	-
% Y-T-D Change		17.3%	26.4%	29.7%	6,279,002	1,285,882

SALES TAX COMPARISON



CITY OF HUTTO
GENERAL FUND
STATEMENT OF REVENUES
FOR THE MONTH ENDED DECEMBER 31, 2021

REVENUES	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
AD VALOREM TAXES	\$ 10,873,091	\$ 7,494,067	\$ 8,109,867	\$ (2,763,224)	74.59%
SALES TAX	6,229,002	760,257	1,631,114	(4,597,888)	26.19%
FRANCHISE FEES	952,355	-	11,353	(941,002)	1.19%
PERMITS AND LICENSES	3,285,200	433,136	1,545,034	(1,740,166)	47.03%
CHARGES FOR SERVICES	67,250	66,187	108,820	41,570	161.81%
FINES	238,000	32,285	84,034	(153,966)	35.31%
DRAINAGE FEES	450,000	44,737	133,399	(316,601)	29.64%
GRANT REVENUE	-	5,200	17,378	17,378	0.00%
OTHER REVENUES	100,000	4,205	3,511	(96,489)	3.51%
INTEREST	20,000	375	910	(19,090)	4.55%
SUB - TOTAL	<u>\$ 22,214,898</u>	<u>\$ 8,840,448</u>	<u>\$ 11,645,418</u>	<u>\$ (10,569,480)</u>	52.42%
TRANSFER FROM OTHER FUNDS	275,000	11,923	23,846	(251,154)	8.67%
FUND BALANCE	-	-	-	-	0.00%
TOTAL REVENUES	<u><u>\$ 22,489,898</u></u>	<u><u>\$ 8,852,371</u></u>	<u><u>\$ 11,669,264</u></u>	<u><u>\$ (10,820,634)</u></u>	51.89%
GENERAL FUND SUMMARY					
TOTAL REVENUE INCLUDING TRANSFERS	\$ 22,489,898	\$ 8,852,371	\$ 11,669,264	\$ (13,637,527)	39.36%
GENERAL FUND EXPENDITURES	22,171,082	1,496,093	3,684,223	20,674,989	6.75%
BUDGETED FUND BALANCE	-	-	-	-	
BALANCE	<u>\$ 318,816</u>	<u>\$ 7,356,278</u>	<u>\$ 7,985,041</u>	<u>\$ 7,037,462</u>	

NOTES:

The General Fund accounts for the resources used to finance the fundamental operations of the City.
It is the basic fund of the City and covers all activities for which a separate fund has not been established.

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED DECEMBER 31, 2021

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ADMINISTRATION					
PERSONNEL	\$ 799,406	\$ 47,616	\$ 298,547	\$ 500,859	37.35%
SUPPLIES	2,650	202	591	2,059	22.30%
PROFESSIONAL SERVICES	25,050	-	4,140	20,910	16.53%
GENERAL	17,750	66	6,090	11,660	34.31%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ADMINISTRATION	\$ 844,856	\$ 47,883	\$ 309,367	\$ 535,489	36.62%
CITY COUNCIL					
PERSONNEL	\$ 74,942	\$ 6,416	\$ 15,922	\$ 59,020	21.25%
SUPPLIES	2,500	68	308	2,192	12.33%
PROFESSIONAL SERVICES	4,000	-	-	4,000	0.00%
GENERAL	225,600	3,859	25,884	199,716	11.47%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY COUNCIL	\$ 307,042	\$ 10,343	\$ 42,114	\$ 264,928	13.72%
HUMAN RESOURCES					
PERSONNEL	\$ 331,390	\$ 23,775	\$ 41,813	\$ 289,577	12.62%
SUPPLIES	2,250	104	264	1,986	11.73%
PROFESSIONAL SERVICES	176,700	28,718	40,028	136,672	22.65%
GENERAL	12,100	-	-	12,100	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL HUMAN RESOURCES	\$ 522,440	\$ 52,596	\$ 82,105	\$ 440,335	15.72%
ECONOMIC DEVELOPMENT					
PERSONNEL	\$ 209,364	\$ 22,202	\$ 44,929	\$ 164,435	21.46%
SUPPLIES	13,350	-	17,730	(4,380)	132.81%
PROFESSIONAL SERVICES	40,000	-	-	40,000	0.00%
GENERAL	10,100	1,256	2,074	8,026	20.54%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ECONOMIC DEVELOPMENT	\$ 272,814	\$ 23,459	\$ 64,733	\$ 208,081	23.73%
FINANCE					
PERSONNEL	\$ 973,770	\$ 101,522	\$ 184,553	\$ 789,217	18.95%
SUPPLIES	7,500	417	4,827	2,673	64.36%
PROFESSIONAL SERVICES	299,250	30,338	38,114	261,136	12.74%
GENERAL	387,600	25,261	98,012	289,588	25.29%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FINANCE	1,668,120	157,538	325,506	1,342,613	19.51%
MUNICIPAL COURT					
PERSONNEL	\$ 222,428	\$ 24,295	\$ 53,211	\$ 169,217	23.92%
SUPPLIES	1,550	843	1,216	334	78.47%
PROFESSIONAL SERVICES	24,250	100	404	23,846	1.67%
GENERAL	20,200	980	2,685	17,515	13.29%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL MUNICIPAL COURT	\$ 268,428	\$ 26,217	\$ 57,516	\$ 210,912	21.43%
PLANNING & DEVELOPMENT					
PERSONNEL	\$ 1,184,585	\$ 92,222	\$ 190,789	\$ 993,797	16.11%
SUPPLIES	27,150	360	1,904	25,246	7.01%
PROFESSIONAL SERVICES	890,550	69,626	77,875	812,675	8.74%
GENERAL	32,150	1,577	2,613	29,537	8.13%
CAPITAL OUTLAY	40,000	-	-	40,000	0.00%
TOTAL PLANNING & DEVELOPMENT	\$ 2,174,435	\$ 163,785	\$ 273,181	\$ 1,901,254	12.56%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED DECEMBER 31, 2021

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
CONSTRUCTION INSPECTION					
PERSONNEL	\$ 162,945	\$ 18,045	\$ 37,564	\$ 125,381	23.05%
SUPPLIES	13,500	326	1,353	12,147	10.02%
MAINTENANCE	750	-	-	750	0.00%
PROFESSIONAL SERVICES	10,247	836	2,509	7,738	24.49%
GENERAL	6,000	-	-	6,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CONSTRUCTION INSPECTION	\$ 193,442	\$ 19,207	\$ 41,426	\$ 152,016	21.42%
STREETS & DRAINAGE					
PERSONNEL	\$ 771,115	\$ 44,162	\$ 96,049	\$ 675,066	12.46%
SUPPLIES	68,000	2,122	7,359	60,641	10.82%
MAINTENANCE	130,000	3,629	9,191	120,809	7.07%
PROFESSIONAL SERVICES	434,000	14,577	35,918	398,082	8.28%
GENERAL	225,000	17,979	35,884	189,116	0.00%
CAPITAL OUTLAY	1,844,075	-	-	1,844,075	0.00%
TOTAL STREETS & DRAINAGE	\$ 3,472,190	\$ 82,469	\$ 184,402	\$ 3,287,788	5.31%
POLICE					
PERSONNEL	\$ 5,212,894	\$ 524,595	\$ 1,103,439	\$ 4,109,454	21.17%
SUPPLIES	486,900	21,976	67,989	418,911	13.96%
MAINTENANCE	18,200	543	6,053	12,147	33.26%
PROFESSIONAL SERVICES/FEES	273,500	37,234	73,502	199,998	26.87%
GENERAL	114,600	4,280	9,456	105,144	0.00%
CAPITAL OUTLAY	690,000	-	-	690,000	0.00%
TOTAL POLICE	\$ 6,796,094	\$ 588,627	\$ 1,260,440	\$ 5,535,653	18.55%
CITY SECRETARY					
PERSONNEL	\$ 218,189	\$ 23,428	\$ 47,467	\$ 170,722	21.75%
SUPPLIES	950	-	-	950	0.00%
PROFESSIONAL SERVICES	120,000	9,625	46,234	73,766	38.53%
GENERAL	6,700	159	1,226	5,474	18.30%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY SECRETARY	\$ 345,839	\$ 33,212	\$ 94,927	\$ 250,912	27.45%
COMMUNICATIONS					
PERSONNEL	\$ 287,711	\$ 22,196	\$ 47,170	\$ 240,540	16.40%
SUPPLIES	3,200	354	722	2,478	22.56%
PROFESSIONAL SERVICES	119,826	7,682	10,314	109,512	8.61%
GENERAL	4,000	-	129	3,871	3.22%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNICATIONS	\$ 414,737	\$ 30,232	\$ 58,335	\$ 356,401	14.07%
LIBRARY					
PERSONNEL	\$ 182,182	\$ 16,724	\$ 32,512	\$ 149,669	17.85%
SUPPLIES	50,000	3,279	8,538	41,462	17.08%
PROFESSIONAL SERVICES	4,100	-	2,000	2,100	48.78%
GENERAL	3,500	125	425	3,075	12.15%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL LIBRARY	\$ 239,782	\$ 20,128	\$ 43,476	\$ 196,306	18.13%
COMMUNITY RELATIONS					
PERSONNEL	\$ 173,008	\$ 18,607	\$ 38,612	\$ 134,396	22.32%
SUPPLIES	240,900	15,107	26,999	213,901	11.21%
PROFESSIONAL SERVICES	430,500	15,410	82,921	347,579	19.26%
GENERAL	5,000	591	1,342	3,658	26.85%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNITY RELATIONS	\$ 849,408	\$ 49,716	\$ 149,874	\$ 699,534	17.64%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED DECEMBER 31, 2021

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
INFORMATION TECHNOLOGY					
PERSONNEL	\$ 243,611	\$ 17,968	\$ 37,964	\$ 205,647	15.58%
SUPPLIES	64,600	966	3,194	61,406	4.94%
PROFESSIONAL SERVICES	648,200	36,836	189,956	458,244	29.31%
GENERAL	10,600	-	175	10,425	1.65%
CAPITAL OUTLAY	40,000	-	-	40,000	0.00%
TOTAL INFORMATION TECHNOLOGY	\$ 1,007,011	\$ 55,770	\$ 231,288	\$ 775,723	22.97%
PARKS MAINTENANCE					
PERSONNEL	\$ 409,996	\$ 26,404	\$ 57,681	\$ 352,315	14.07%
SUPPLIES	9,750	844	2,495	7,255	25.59%
MAINTENANCE	81,500	6,672	8,779	72,721	10.77%
PROFESSIONAL SERVICES	260,000	-	24,248	235,752	9.33%
GENERAL	25,000	-	-	25,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PARKS MAINTENANCE	\$ 786,246	\$ 33,920	\$ 93,203	\$ 693,043	11.85%
PARKS & RECREATION					
PERSONNEL	\$ 91,628	\$ 3,444	\$ 7,628	\$ 84,000	8.32%
SUPPLIES	3,800	-	295	3,505	7.76%
PROFESSIONAL SERVICES	11,500	1,077	2,902	8,598	25.24%
GENERAL	20,750	1,893	5,692	15,058	27.43%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PARKS & RECREATION	\$ 127,678	\$ 6,414	\$ 16,517	\$ 111,161	12.94%
FLEET MAINTENANCE					
PERSONNEL	\$ 77,871	\$ 8,718	\$ 18,121	\$ 59,750	23.27%
SUPPLIES	32,450	261	620	31,830	1.91%
MAINTENANCE	130,000	4,183	13,298	116,702	10.23%
PROFESSIONAL SERVICES	5,000	-	1,175	3,825	23.51%
GENERAL	250	447	447	(197)	178.80%
CAPITAL OUTLAY	45,000	-	-	45,000	0.00%
TOTAL FLEET MAINTENANCE	\$ 290,571	\$ 13,609	\$ 33,662	\$ 256,909	11.58%
FACILITY MAINTENANCE					
PERSONNEL	\$ 183,129	\$ 12,993	\$ 27,064	\$ 156,065	14.78%
SUPPLIES	28,950	182	821	28,129	2.84%
MAINTENANCE	600,000	7,186	13,676	586,324	2.28%
PROFESSIONAL SERVICES	88,500	6,400	26,775	61,725	30.25%
GENERAL	2,000	-	-	2,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FACILITY MAINTENANCE	\$ 902,579	\$ 26,761	\$ 68,337	\$ 834,242	7.57%
NON-DEPARTMENTAL					
SUPPLIES	\$ 12,000	\$ 870	\$ 1,509	\$ 10,491	12.58%
MAINTENANCE	70,371	-	70,371	-	0.00%
PROFESSIONAL SERVICES	350,000	4,705	65,531	284,469	18.72%
GENERAL	255,000	48,630	116,401	138,599	45.65%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL NON-DEPARTMENTAL	\$ 687,371	\$ 54,206	\$ 253,812	\$ 433,559	36.93%
TOTAL EXPENDITURES	\$ 22,171,082	\$ 1,496,093	\$ 3,684,223	\$ 18,486,859	6.75%

CITY OF HUTTO
SPECIAL REVENUE FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED DECEMBER 31, 2021

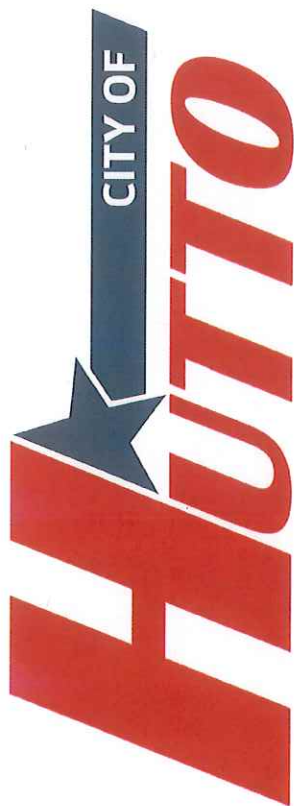
	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
HOTEL TAX FUND					
REVENUES	\$ 175,000	\$ 11,231	\$ 42,035	\$ (132,965)	24.02%
EXPENDITURES	175,000	-	-	175,000	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	<u>\$ -</u>	<u>\$ 11,231</u>	<u>\$ 42,035</u>	<u>\$ 42,034.67</u>	
PEG CAPITAL FUND					
REVENUES	\$ 70,000	\$ 492	\$ 492	\$ (69,508)	0.70%
EXPENDITURES	45,000	-	-	45,000	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	<u>\$ 25,000</u>	<u>\$ 492</u>	<u>\$ 492</u>	<u>\$ (24,508)</u>	
PARK IMPROVEMENT FUND					
REVENUES	\$ 251,500	\$ 832	\$ 272,877	\$ 21,377	108.50%
EXPENDITURES	1,000,000	-	-	1,000,000	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	<u>\$ 1,251,500</u>	<u>\$ 832</u>	<u>\$ 272,877</u>	<u>\$ 1,021,377</u>	
COMMUNITY PID FEES					
REVENUES	\$ -	\$ 2,374,975	\$ 2,374,975	\$ 2,374,975	0.00%
EXPENDITURES	-	-	-	-	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	<u>\$ -</u>	<u>\$ 2,374,975</u>	<u>\$ 2,374,975</u>	<u>\$ 2,374,975</u>	
COMMUNITY DEVELOPMENT CORPORATION					
REVENUES	\$ 2,307,651	\$ 252,214	\$ 1,035,141	\$ (1,272,510)	44.86%
EXPENDITURES	2,644,086	303,579	667,944	1,976,142	25.26%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	<u>\$ (336,435)</u>	<u>\$ (51,365)</u>	<u>\$ 367,197</u>	<u>\$ (3,248,652)</u>	

CITY OF HUTTO
UTILITY FUND
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED DECEMBER 31, 2021

	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES					
CHARGES FOR SERVICES	\$ 13,480,000	\$ 1,237,924	\$ 3,923,005	\$ (9,556,995)	9.18%
FEES	131,000	34,982	98,890	(32,110)	26.70%
OTHER REVENUES	15,000	250	3,425	(11,575)	1.67%
INTEREST	100	111	111	11	110.86%
SUB - TOTAL	<u>\$ 13,626,100</u>	<u>\$ 1,273,267</u>	<u>\$ 4,025,431</u>	<u>\$ (9,600,669)</u>	9.34%
TRANSFER FROM OTHER FUNDS	-	-	-	-	0.00%
FUND BALANCE	-	-	-	-	0.00%
TOTAL REVENUES	<u>\$ 13,626,100</u>	<u>\$ 1,273,267</u>	<u>\$ 4,025,431</u>	<u>\$ (9,600,669)</u>	9.34%
EXPENSES					
UTILITY BILLING					
PERSONNEL	\$ 413,422	\$ 26,623	\$ 59,692	\$ 353,730	14.44%
SUPPLIES	132,350	26,933	28,014	104,336	21.17%
MAINTENANCE	2,000	-	-	2,000	0.00%
PROFESSIONAL SERVICES	63,000	1,659	26,515	36,485	42.09%
GENERAL	322,000	22,195	69,626	252,374	21.62%
CAPITAL OUTLAY	60,000	-	-	60,000	0.00%
TOTAL UTILITY BILLING	<u>\$ 992,772</u>	<u>\$ 77,410</u>	<u>\$ 183,846</u>	<u>\$ 808,925</u>	18.52%
PUBLIC WORKS ADMIN					
PERSONNEL	\$ 526,481	\$ 29,612	\$ 40,442	\$ 486,039	7.68%
SUPPLIES	10,500	2,097	2,513	7,987	23.94%
PROFESSIONAL SERVICES	-	-	-	-	0.00%
GENERAL	1,600	7	104	1,496	6.51%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PUBLIC WORKS ADMIN	<u>\$ 538,581</u>	<u>\$ 31,716</u>	<u>\$ 43,059</u>	<u>\$ 495,522</u>	7.99%
UTILITY OPERATIONS					
PERSONNEL	\$ 833,710	\$ 98,039	\$ 202,136	\$ 631,574	24.25%
SUPPLIES	212,250	13,789	40,064	172,186	18.88%
MAINTENANCE	468,000	16,996	43,201	424,799	9.23%
PROFESSIONAL SERVICES	3,397,500	295,881	770,284	2,627,216	22.67%
GENERAL	394,500	39,311	82,805	311,695	20.99%
CAPITAL OUTLAY	275,000	-	429,864	(154,864)	156.31%
TOTAL UTILITY OPERATIONS	<u>\$ 5,580,960</u>	<u>\$ 464,016</u>	<u>\$ 1,568,355</u>	<u>\$ 4,012,605</u>	28.10%
NON-DEPARTMENTAL					
PROFESSIONAL SERVICES	\$ 75,000	\$ -	\$ -	\$ 75,000	0.00%
GENERAL	110,000	8,523	25,568	84,432	23.24%
TRANSFERS TO OTHER FUNDS	6,209,675	517,473	1,552,419	4,657,256	0.00%
TOTAL NON-DEPARTMENTAL	<u>\$ 6,394,675</u>	<u>\$ 525,995</u>	<u>\$ 1,577,986</u>	<u>\$ 4,816,689</u>	24.68%
TOTAL EXPENSES	<u>\$ 13,506,987</u>	<u>\$ 1,099,137</u>	<u>\$ 3,373,247</u>	<u>\$ 10,133,741</u>	8.14%
NET CHANGE IN FUND BALANCE	<u>\$ 119,113</u>	<u>\$ 174,130</u>	<u>\$ 652,184</u>	<u>\$ (533,071)</u>	

CITY OF HUTTO
UTILITY FUNDS
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH ENDED DECEMBER 31, 2021

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
UTILITY IMPACT FEES FUND					
REVENUES	\$ 3,800,000	\$ 899,405	\$ 3,093,882	\$ (706,118)	81.42%
EXPENSES	1,500,000	125,000	375,000	1,125,000	25.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	<u>\$ 2,300,000</u>	<u>\$ 774,405</u>	<u>\$ 2,718,882</u>	<u>\$ 418,882</u>	
UTILITY CIP FUND					
REVENUES	\$ 50,000	\$ 192	\$ 468	\$ (49,532)	0.94%
EXPENSES	5,805,192	-	-	5,805,192	0.00%
BUDGETED FUND BALANCE	5,755,192	-	-	(5,755,192)	
NET CHANGE	<u>\$ -</u>	<u>\$ 192.42</u>	<u>\$ 467.55</u>	<u>\$ 468</u>	
SOLID WASTE FUND					
REVENUES	\$ 2,000,000	\$ 174,553	\$ 588,249	\$ (1,411,751)	29.41%
EXPENSES	2,000,000	309,971	309,971	1,690,029	15.50%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	<u>\$ -</u>	<u>\$ (135,418)</u>	<u>\$ 278,277</u>	<u>\$ 278,277</u>	



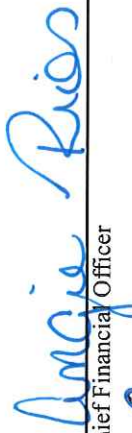
INVESTMENT PORTFOLIO REPORT

For the Month Ended

December 31, 2021

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Hutto is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.


Chief Financial Officer


Senior Accountant

These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Month End Results by Investment Category:

Asset Type	November 30, 2021		December 31, 2021	
	Book Value	Market Value	Book Value	Market Value
Bank Deposits	\$ 8,034,022	\$ 8,034,022	\$ 5,934,458	\$ 5,934,458
MMF Sweep/MMA	1,873,255	1,873,255	1,873,296	1,873,296
LGIPs	41,523,550	41,523,550	58,687,224	58,687,224
Totals	\$ 51,430,828	\$ 51,430,828	\$ 66,494,978	\$ 66,494,978

Average Yield - Current Month (1)

Total Portfolio	0.03%
Rolling Three Month Treasury	0.05%
Rolling Six Month Treasury	0.05%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	0.02%
Rolling Three Month Treasury	0.05%
Rolling Six Month Treasury	0.06%
TexPool	0.04%

Interest Earnings

Monthly Interest Income	\$ 534	Approximate
Year-to-date Interest Income	\$ 2,014	Approximate

(1) Average Yield calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

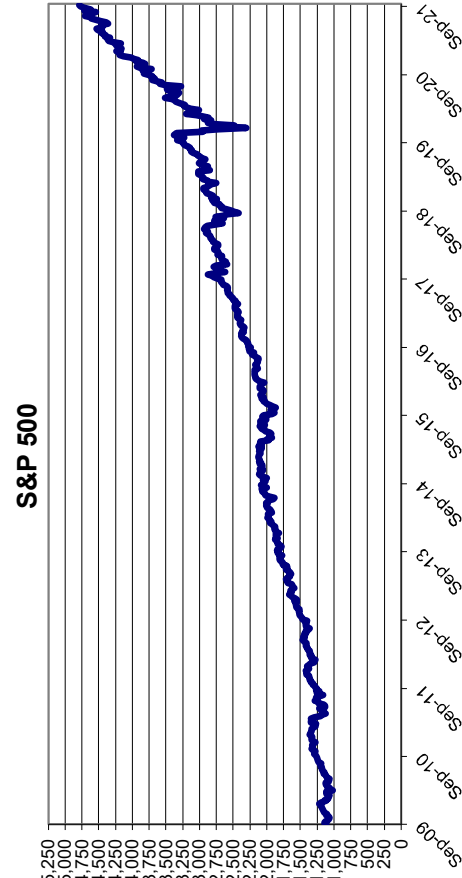
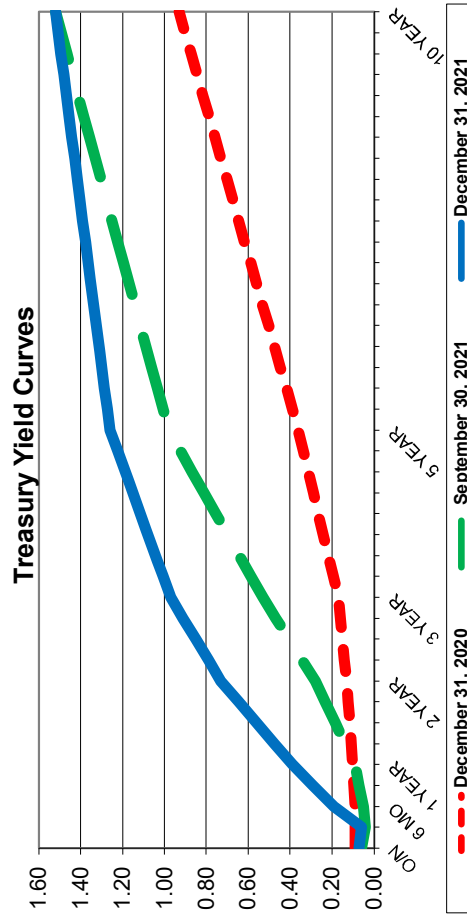
(2) Fiscal Year-to-Date Average Yields calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Note: Portfolio values within this report prior to January 1, 2019 were obtained from previous monthly reports prepared on behalf of the City and were not checked for accuracy or completeness.

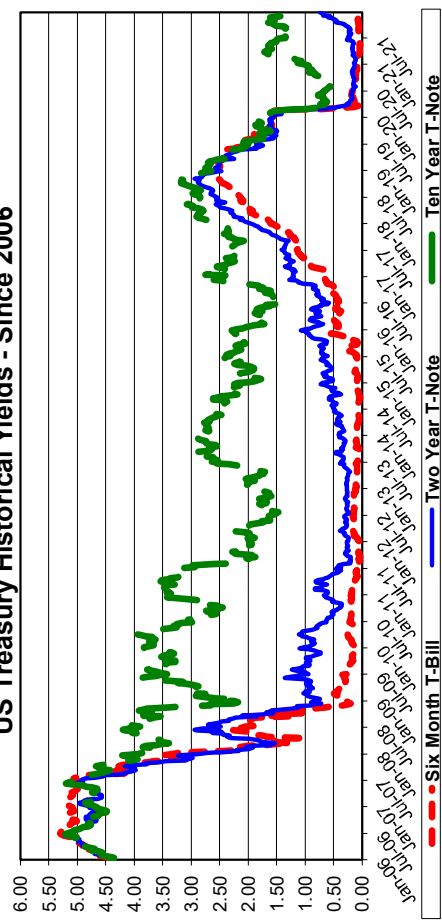
Economic Overview

12/31/2021

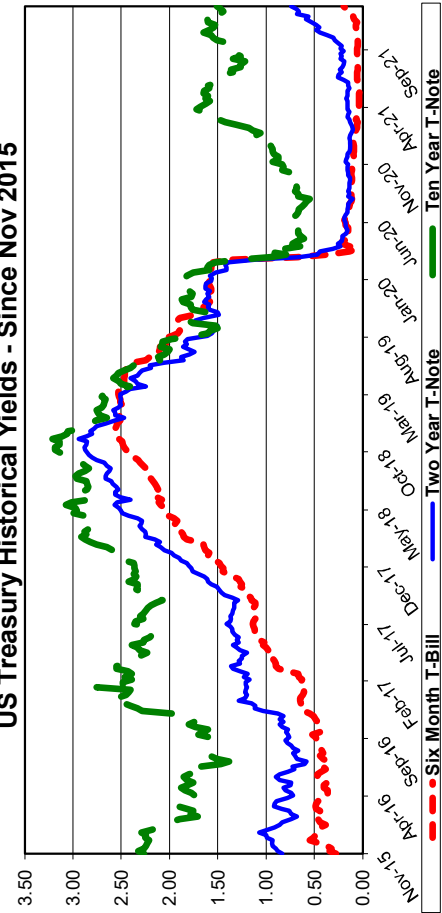
The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%). The FOMC began reducing monthly security purchases during Nov 2021 and then increased the pace at the December meeting. Projections for target range increases shortened to late spring or early summer 2022. Third Quarter GDP posted +2.3% (Final). December employment reflected U-2 dropping to 3.9% and Non-Farm Payroll adding 199k net new jobs (Three Month Average NFP = 365). Crude oil reversed recent declines and bounced back to +/- \$75 per barrel. The Stock Markets reached new highs. Many domestic economic indicators remain positive. The Build Back Better legislation stalled in the Senate. The Debt Ceiling was increased to \$31+ trillion, easing any near-term funding pressures. Inflation remained well over the FOMC 2% target and does not appear positioned to decline in the near term. The Yield Curve shifted higher primarily six months and longer.



US Treasury Historical Yields - Since 2006



US Treasury Historical Yields - Since Nov 2015



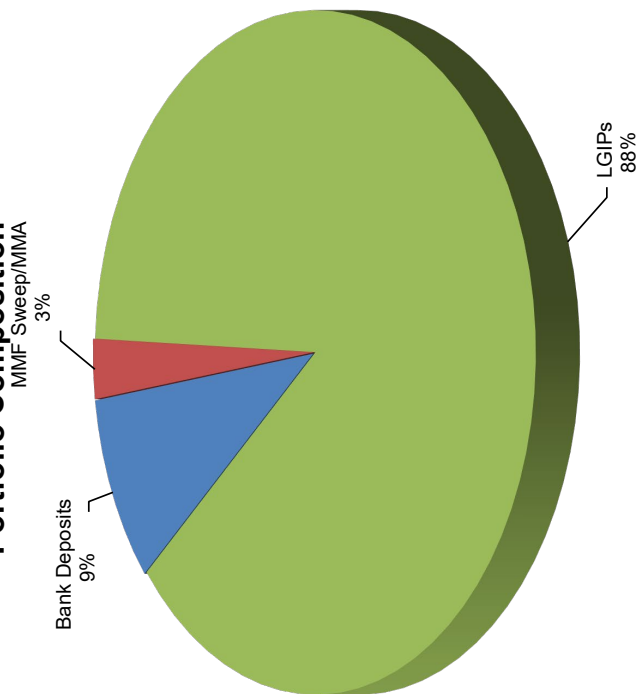
**Investment Holdings
December 31, 2021**

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank		0.00%	01/01/22	12/31/21	\$ 5,728,111	\$ 5,728,111	1.00	\$ 5,728,111	1	0.00%
Bancorp South		0.10%	01/01/22	12/31/21	206,347	206,347	1.00	206,347	1	0.10%
Bank of Texas MMF		0.03%	01/01/22	12/31/21	1,873,296	1,873,296	1.00	1,873,296	1	0.03%
TexPool	AAAm	0.04%	01/01/22	12/31/21	16,331,057	16,331,057	1.00	16,331,057	1	0.04%
Texas Class	AAAm	0.07%	01/01/22	12/31/21	6,875,197	6,875,197	1.00	6,875,197	1	0.07%
TexSTAR	AAAm	0.01%	01/01/22	12/31/21	35,480,971	35,480,971	1.00	35,480,971	1	0.01%
					\$ 66,494,978	\$ 66,494,978		\$ 66,494,978	1	0.03%
									(1)	(2)

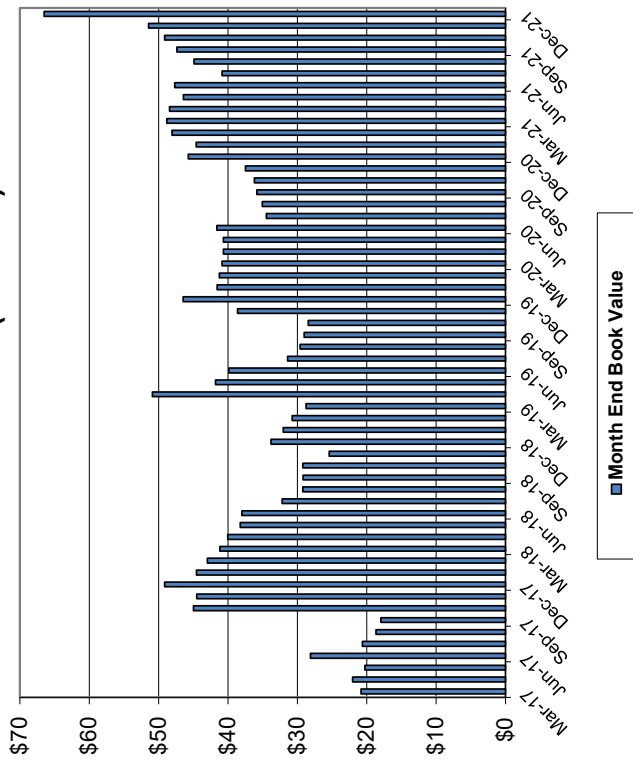
(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools and money market funds.

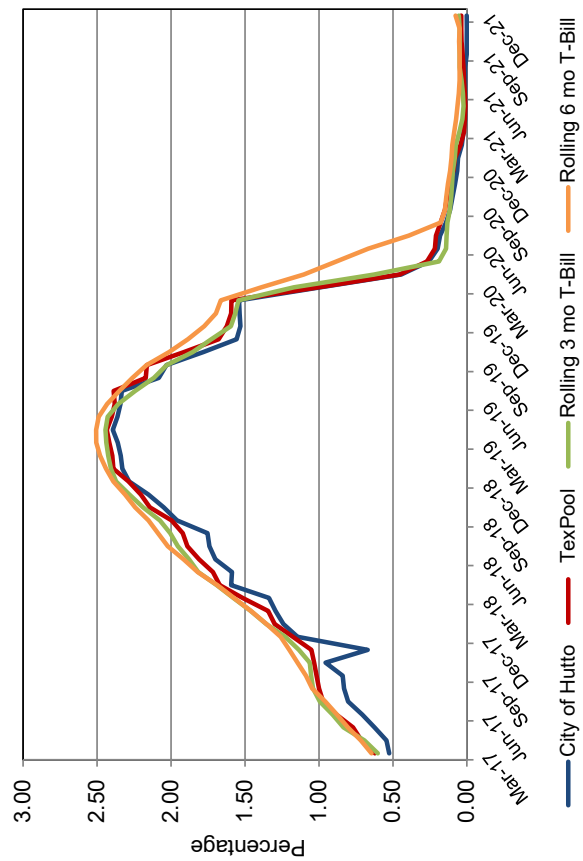
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 11/30/21	Increases	Decreases	Book Value 12/31/21	Market Value 11/30/21	Change in Market Value	Market Value 12/31/21
Wells Fargo Bank	0.00%	01/01/22	\$ 7,827,693	\$ -	\$ (2,099,582)	\$ 5,728,111	\$ 7,827,693	\$ (2,099,582)	\$ 5,728,111
Bancorp South	0.10%	01/01/22	206,330	18	-	206,347	206,330	18	206,347
Bank of Texas MMF	0.03%	01/01/22	1,873,255	40	-	1,873,296	1,873,255	40	1,873,296
TexPool	0.04%	01/01/22	6,042,997	10,288,060	-	16,331,057	6,042,997	10,288,060	16,331,057
Texas Class	0.07%	01/01/22	-	6,875,197	-	6,875,197	-	6,875,197	6,875,197
TexSTAR	0.01%	01/01/22	35,480,553	418	-	35,480,971	35,480,553	418	35,480,971
TOTAL / AVERAGE	0.03%		\$ 51,430,828	\$ 17,163,732	\$ (2,099,582)	\$ 66,494,978	\$ 51,430,828	\$ 15,064,151	\$ 66,494,978

**Fund Allocation - Book & Market Value
December 31, 2021**

	Total	Operating Funds	Debt Service	Capital Projects	Grant Funds	PID Funds	Utility Funds	2014 TWDB
Wells Fargo Bank	\$ 5,728,111	\$ 5,728,111						
Bancorp South	206,347	206,347						
Bank of Texas MMF	1,873,296							1,873,296
TexPool	16,331,057	16,331,057						
Texas Class	6,875,197					2,874,975	4,000,222	
TexSTAR	35,480,971	5,588,490	1,090,829	25,339,081	3,462,570			
Total	\$ 66,494,978	\$ 27,854,005	\$ 1,090,829	\$ 25,339,081	\$ 3,462,570	\$ 2,874,975	\$ 4,000,222	\$ 1,873,296

**Fund Allocation - Book & Market Value
November 30, 2021**

	Total	Operating Funds	Debt Service	Capital Projects	Grant Funds	2014 TWDB
Wells Fargo Bank	\$ 7,827,693	\$ 7,827,693				
Bancorp South	\$ 206,330	206,330				
Bank of Texas MMF	\$ 1,873,255					1,873,255
TexPool	\$ 6,042,997	6,042,997				
TexSTAR	\$ 35,480,553	5,588,424	1,090,816	25,338,783	3,462,530	
Total	\$ 51,430,828	\$ 19,665,444	\$ 1,090,816	\$ 25,338,783	\$ 3,462,530	\$ 1,873,255

AGENDA ITEM REPORT

11.3.



To: City Council
Subject: Presentation of Bond Review by BrooksWatson & Co., regarding review of bond expenditures related to the following debt issuances: 2016 General Obligation Bond, 2017 Certificates of Obligation, 2019 Certificates of Obligation, and 2019 General Obligation, with discussion and possible action. (Angie Rios).
Meeting: Thursday, February 10, 2022
Department: Finance /
Staff Contact: Angie Rios

BACKGROUND INFORMATION:

BrooksWatson & Co was contracted to review the bond expenditures from January 1, 2016 through September 30, 2020 and determine how funds were spent. This presentation will report on their review.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. BWC Letter - Hutto Bond Spending Testing

AGENDA ITEM REPORT

11.4.

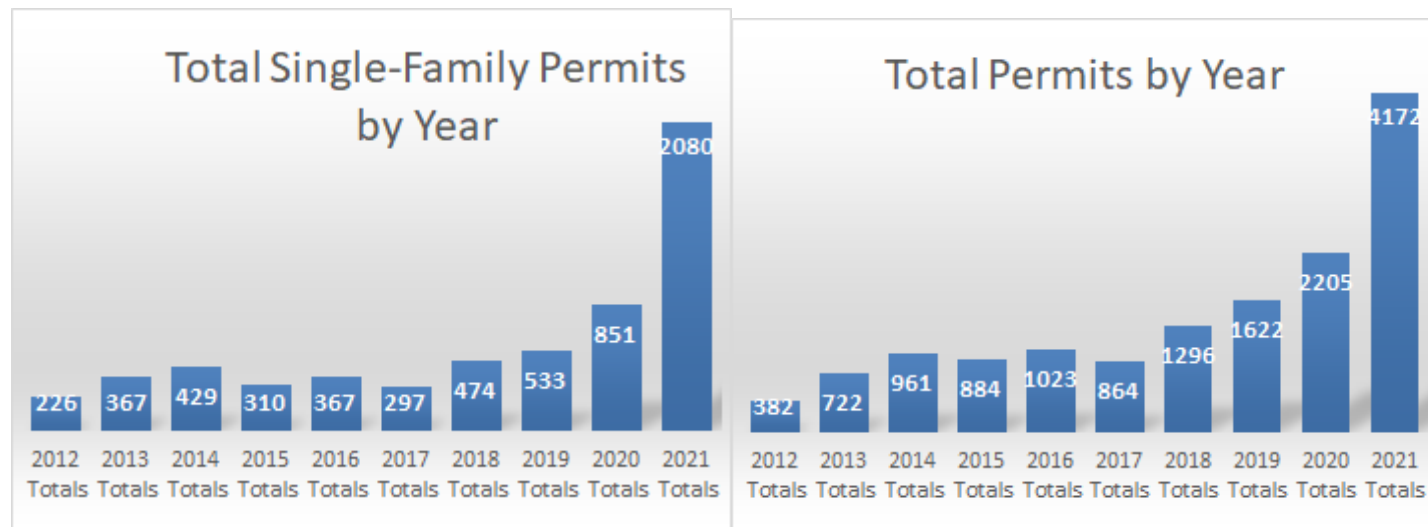


To: City Council
Subject: Presentation of Hutto's Development Trends. (Ashley Lumpkin)
Meeting: Thursday, February 10, 2022
Department: Development Services /
Staff Contact:

BACKGROUND INFORMATION:

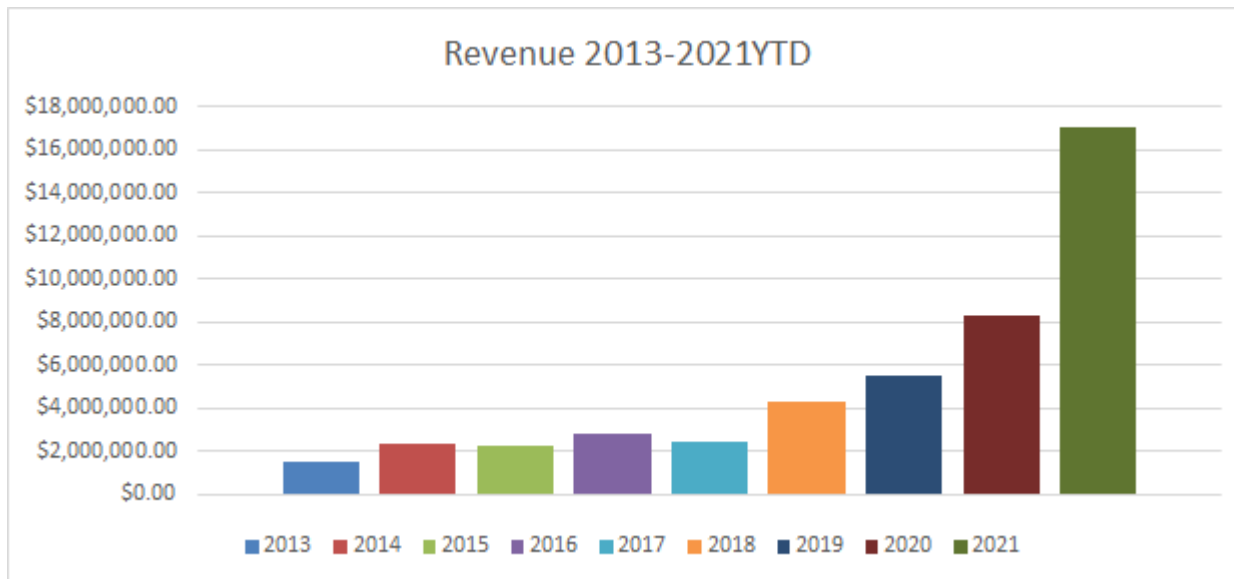
Hutto has had a substantial increase in development and population growth in the last decade. In 2012, Hutto issued 226 single-family homes as compared to 2021 with 2,080 new single-family home permits. The increase in permits has a direct effect on the increase in revenues, mainly with the updated impact fees adopted in February 2021. As you can see from the two charts below, there is a direct correlation between the increase in permits and total development revenue (permitting fees and impact fees combined).

Non-residential has not increased at the same rate as residential, with an average of 9.2 commercial projects coming on line per year and an average of 593 new single-family homes permitted per year.



AGENDA ITEM REPORT

11.4.



What these graphs are not showing are the projects either approved or in the midst of a review stage. Currently, Hutto has approximately 6,000 new single-family home lots approved via a Preliminary Plat and/or Final Plat. Currently, only one residential development, Heritage Mill North and South is within the ETJ, all others are within city limits. However, regardless of the annexation status, development will have an impact on the city's infrastructure system. In addition to the single-family development, there are a maximum of 4,159 rental units zoned currently throughout the city. The first major multi-family complex opened in Hutto in 2018, with two more permitted in 2021 and several more under review currently (Bell Yard at Farley Farms, Schmidt's Creek, Prose Hutto, North Star Age-Restricted, Carver Ridge, and The Narrows).

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

As seen in the above graph, development revenue is increasing. However, so are the needs for infrastructure expansion and staffing to keep up with the influx of new residents and satisfactory service levels to meet the stringent state law review timelines. As an example, in 2017 development review was \$2.4M and in 2021 the development revenue for the calendar year totaled to just over \$17M. The majority of these funds are for water/wastewater impact fees.

POLICY IMPLICATIONS:

AGENDA ITEM REPORT

11.4.



ATTACHMENTS:

None

AGENDA ITEM REPORT

11.5.



To: City Council
Subject: Staff updates on park improvement projects. (Jeff White)
Meeting: Thursday, February 10, 2022
Department: City Manager /
Staff Contact: Jeff White

BACKGROUND INFORMATION:

Staff will provide a presentation on park improvements.

SUMMARY OF REQUEST:

Staff will provide a presentation on park improvements.

STAFF REVIEW:

FINANCIAL IMPACT:

Funding for these improvements comes from various accounts in the parks department budget for most minor repairs, professional services in the parks department budget (\$20,000) for engineering design review of Fritz Park bridge, capital outlay in Streets department budget (\$95,000) for sidewalks at Hutto Lake Park, and fees in lieu of parks (\$500,000) for restroom addition and renovations

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.6.



To: City Council
Subject: Update on Weather Winterization. (Padma Patla)
Meeting: Thursday, February 10, 2022
Department: Public Works /
Staff Contact: Padma Patla

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

This is a briefing on the winterization plan for the utilities, facilities and city equipment. City staff will provide insight into the operations in Public Works and Engineering Department and the preparations that have taken place for winter weather conditions.

Update will include the City's efforts to provide uninterrupted public services. The preparations in the departments of Streets, Utilities, Facilities and Fleet will be presented. Heated valve coverings to protect from freezing, generator and other equipment testing, various checks that are executed and stocking of sand piles, all in preparation for winter weather.

STAFF REVIEW:

FINANCIAL IMPACT:

Approximately \$10,000 from Utilities Facilities Maintenance line item in Public Works and Engineering department budget was spent on water valve covers. The remaining \$100,000 in that line item is allotted to replace two lift station generators. \$500,000 from the Building Repair and Maintenance line item from Facilities Maintenance department budget is allotted for a larger generator at City Hall, installation of generator at Police Station, and generator at Public Works building

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.7.



To: City Council
Subject: Discussion regarding Texas State Technical College (TSTC) interlocal agreement and appointment of committee. (Isaac Turner)
Meeting: Thursday, February 10, 2022
Department: City Manager /
Staff Contact: Stacy Schmitt

BACKGROUND INFORMATION:

This item was discussed at the previous City Council meeting in regards to the existing interlocal agreement with Texas State Technical College and the desire to re-evaluate the agreement and partnership going forward. The City Council directed staff to bring back an item to appoint a Council committee to review and meet with the interlocal parties.

SUMMARY OF REQUEST:

Nominate a City Council Committee

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.8.



To: City Council
Subject: Consideration and possible action on a Resolution No. R-2022-010 terminating the 380 Economic Development Agreement between the City of Hutto and Flix Brewhouse VI, LLC, alternatively declaring the 380 Economic Development Agreement between the City of Hutto and Flix Brewhouse VI, LLC void. (Legal - D. Palumbo)
Meeting: Thursday, February 10, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

The proposed Resolution declares the Flix Brewhouse Texas VI LLC 380 Agreement void. The 380 Agreement with Flix Brewhouse was approved on May 17, 2018 (Resolution No. R-18-05-17) (Project Oscar is the Flix Brewhouse). There were no supporting documents attached to the staff report for that item.

On July 31, 2018, the 380 Agreement was executed by Allan L. Reagan, Chief Executive Officer for Flix Brewhouse and former City Manager Odis Jones. The developer of the CoOP District has informed the City that Flix Brewhouse VI, LLC terminated the project and is not proceeding with the project in the Agreement. Flix Brewhouse VI, LLC did not file a HB 1295 form as required by Section 2252.908 of the Texas Government Code.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto Resolution Flix Agreement Void 2.3.22 CC agenda
2. Hutto 2018-05-17 City Council Meeting Minutes -AMENDED

AGENDA ITEM REPORT

11.8.



-
3. Hutto Resolution-R-18-05-17-6B-Resolution Approving a Texas Local Gov't Code Chapter 380 Agreement for Flix Brewhouse Texas VI LLC
 4. Hutto Flix Brewhouse Agreement July 31 2018
 5. Texas Comptroller Flix Brewhous inactive

RESOLUTION NO. R-2022-010

A RESOLUTION OF THE CITY OF HUTTO TERMINATING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY AND FLIX BREWHOUSE TEXAS VI, LLC DATED JULY 31, 2018, ALTERNATIVELY, DECLARING THE CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT VOID; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about May 17, 2018, former City of Hutto Mayor Doug Gaul signed Hutto City Council Resolution No. R-18-05-17-6B, authorizing the City Manager to execute an Chapter 380 Agreement between the City and Flix Brewhouse Texas VI, LLC (“Flix”) dated July 31, 2018 (the “Agreement”); and

WHEREAS, According to the Texas Comptroller records, Flix Brewhouse VI, LLC is inactive on March 4, 2020; and

WHEREAS, the developer of the CoOP District has informed the City that Flix Brewhouse VI, LLC terminated the project and is not proceeding with the project in the Agreement; and

WHEREAS, Flix Brewhouse VI, LLC did not file a HB 1295 form as required by Section 2252.908 of the Texas Government Code; and

WHEREAS, the City Council desires to terminate the Agreement or in the alternative declare the Agreement void due to noncompliance with Section 2252.908 of the Texas Government Code.

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 City Council does hereby declare the Agreement dated July 31, 2018 terminated because Flix Brewhouse VI, LLC terminated the project; is not proceeding with the project in the Agreement; and is on inactive status since March 4, 2020.

SECTION 3: In the alternative, the City of Hutto, Texas hereby declares the Agreement void due to noncompliance with Section 2252.908 of the Texas Government Code; and

SECTION 4: The City and all officers and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Resolution.

SECTION 5: It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject to the meeting of the City Council of the City at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof have been discussed, considered and formally acted upon. The City Council of the City further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 6: This Resolution shall be in full force and effect from and upon its adoption.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **3rd** day of **February, 2022**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

DOROTHY PALUMBO
CITY ATTORNEY

BY: _____
CRISTIAN ROSAS-GRILLET
ASSISTANT CITY ATTORNEY



**CITY COUNCIL REGULAR
MEETING MINUTES
MAY 17, 2018**

AMENDED

The Hutto City Council met in a regular session on Thursday, May 17, 2018, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Nathan Killough, Councilmember Tim Jordan, Councilmember Patti Turner and Councilmember Terri Grimm.

Members of staff that were present were Odis Jones, City Manager; Mike Shaunessy, City Attorney; Helen Ramirez, Assistant City Manager; Byron Frankland, Chief of Police; Paul Hall, Assistant Chief of Police; Ashley Lumpkin, Executive Director of Development Services; Robert Sims, City Engineer; Jessica Bullock, Director of Economic Development; Anthony Emadi, CFO; Larry Foos, Director of Parks and Recreation; Anthony Host, Director of Construction; Lynn Trumbul, Assistant City Secretary, and Lisa Brown, City Secretary.

PLEDGE OF ALLEGIANCE

Mayor Gaul led the Pledge of Allegiance and the Texas Pledge.

OTHER BUSINESS

5A. Consideration and possible action on the appointment of the Mayor Pro-tem position.

Motion: Councilmember Nathan Killough made a motion to re-appoint Tom Hines to the position of Mayor Pro-tem. Councilmember Terri Grimm seconded the motion.

Vote: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom
Councilmember Scott Rose
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Nays: None

Action: The motion passed with 7 ayes and 0 nays.

CONSENT AGENDA

6A. Consideration and possible action concerning the amended minutes for April 5, 2018 City Council Regular Meeting, April 30, 2018 City Council and Hutto ISD Board of Trustees Joint Meeting, May 3, 2018 City Council Regular Meeting; and May 3, 2018 City Council and Hutto Economic development Board Type B Special Called Joint Meeting.

6B. Consideration and possible action on a resolution approving the Texas Local Gov't Code Chapter 380 Agreement for Project Oscar.

6C. Consideration and possible action on a resolution authorizing the City Manager to enter into and Advanced Funding Agreement (AFA) with Texas Department of Transportation for the purposes of reconstruction of U.S. 79 as required for the Co-Op District.

Motion: Councilmember Tom Hines made a motion to approve Items 6A through 6C. Councilmember Nathan Killough seconded the motion.

Vote: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays.

CITY MANAGER COMMENTS

7A. Presentation regarding Project Oscar and the Co-Op District.

Judge William Gravell, Chairman of the Economic Development Corporation, introduced Matt Silvers addressed the City Council and citizens of Hutto to introduce the newest tenant of the Co-Op. Flix Brewhouse is a Williamson County based company that will be opening a location in the Co-Op District. The project will be approximately 39,000 square feet and will employ 150-200, with a guarantee to employ high school students from Hutto. It is expected an average of 6000-7000 patrons will visit daily.

Councilmember Nathan Killough stated adding Flix Brewhouse was a good step to help complete the circle to make Hutto supportive of itself.

Councilmember Terri Grimm stated that it was hard to stay quiet about the project.

City Manager Odis Jones stated the City Council put a lot of time and effort on this project.

Mayor Doug Gaul stated he was excited to have Flix Brewhouse in Hutto.

7B. Update on the YMCA foundation and activity.

Bryon Borchers presented an update of the activities of the YMCA. He reminded the City Council that the City entered into an MOU with the YMCA in 2007. By entering a partnership with the YMCA the cost to the City to build and maintain the facility is \$6.75M over 30 years as opposed to the \$41M it would have cost the City to build a gym. The citizens of Hutto love the YMCA; however, they are at capacity and need to come up with alternatives. Mr. Borchers assured the Council that the YMCA wants to continue the partnership with the City but the need to expand the facility.

Mr. Hines asked what the YMCA Board is looking for from the City from a partnership aspect. Mr. Borchers responded that if the City were to build a recreation center the YMCA would be amenable to running it.

7C. Presentation of April Financial Statements and April Investment Report.

Anthony Emadi reviewed the monthly financials with the Council. He indicated that the Fund balances are healthy and the budget is on track. Mr. Emadi advised the Council that the collection of sales tax is \$300K over projection - which is 15-16% over the estimate.

Motion: Councilman Nathan Killough made a motion to move Item 12A to be heard at that time. Councilmember Tim Jordan seconded the motion.

Vote: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays.

12A. Consideration and possible action concerning a resolution changing the name of the Old Hutto Football Stadium to Tevan Lee Nguyen, Sr. Stadium.

Larry Foos, Director of Parks and Recreation, presented a resolution to change the name of the Old Hutto Football Stadium to honor a citizen of Hutto who graduated from Hutto High School in

2007 where he played football. Cpl. Nguyen died in service to his country in Afghanistan. The renaming of the stadium to Tevan Lee Nguyen, Sr. Stadium honors his memory and sacrifice.

Motion: Councilmember Terri Grimm made a motion approve the resolution to rename the Old Hutto Football Stadium to the Tevan Lee Nguyen, Sr. Stadium. Councilmember Nathan Killough seconded the motion.

Vote: Ayes: Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Council Member Nate Killough
 Councilmember Tim Jordan
 Councilmember Patti Turner
 Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays.

CITY COUNCIL COMMENTS

There were no comments from the Council.

PUBLIC COMMENTS

Steven R. Harris of 1106 Canoe Cove – Mr. Harris remarked that he is in favor of the proposed budget change. Mr. Harris stated that he is aware of the many hours Councilmembers spend away from their jobs and families. He believes the proposed compensation is reasonable.

Tom Brown of 108 Kerley Drive – Mr. Brown says he supports the proposed council compensation. He states 3.04 of the City Charter provides for it. Stated that the City Manager and Council have done more for Hutto in the last year and half than any of those before them. States the citizens voted on the measure four times in the past and passed on it four times.

Barbara Flanagan of 6002 Lone Star Court – Mrs. Flanagan states she is opposed to the proposed compensation. She believes that amount should be more modest and should be implemented in increments over time.

Bryan Lowe of 1409 Pearsall Lane – Stated he just wanted to thank the City Council for all the hard work they do for the City. He is excited about Flix Brewhouse coming to Hutto.

Michael Lambert of 1306 Creek Bend Cove – States that he has lived in Hutto for 18 years and when they recently purchased their dream home it was outside the flood plane, but is about to be moved into the flood plane. He wants to thank Councilmember Jordan for coming to his home to discuss the flooding issues. Wants to know what the City's plans are for the future with regard to flooding in the area. City Manager Odis Jones asked the City Engineer, Robert Sims, to meet with Mr. Lambert.

Lisa Rucker – withdrew her request to speak.

Mark Taylor of 1309 Creek Bend Cove – He wanted to thank Councilmember Jordan for coming out to talk with him regarding the flooding issue. States he is also in favor of the council compensation.

Raymond Fagan of 101 Lone Star – Wanted to thank the City Council for making the changes the citizens voted for. Says it's hard to work for free,

PUBLIC HEARINGS

- 10A. Open and conduct a public hearing regarding the proposed annexation of the Pollard Tracts, 65.925 acres, more or less, of land, out of the William Gatlin Survey. Abstract No. 271, located on CR 137.

Ashley Lumpkin, Executive Director of Development Services presented the item to the Council for consideration. This is step three of five in the voluntary annexation process.

Mayor Gaul opened the public hearing at 8:09 p.m. There being no public comments the hearing was closed at 8:10 p.m.

- 10B. Open and conduct a public hearing on the proposed zoning change for the property known as RSI PUD, 315.28 acres, more or less, of land, located between CR 119 (west boundary) and FM 1660 North (east boundary) and the Hutto-parke Subdivision (south boundary), from SF-1 single family residential) to Planned Unit Development (PUD) zoning district.

Ashley Lumpkin stated that although this item was noticed to be heard during this meeting she has requested a pause in the process in order to allow further negotiations with the developer.

City Manager Odis Jones advised the Council that the road that connects RM 1660 to Ed Schmidt will cost \$20M to complete; however, RSI is willing to pay for the improvements. There are statutory requirements needed for the PID that the developer has agreed to, but everything will not be ready until the June 7th meeting.

Mayor Doug Gaul opened the hearing at 8:13 p.m. There being no public comment the hearing was closed at 8:13 p.m.

ORDINANCES

- 11A. Consideration and possible action considering a first reading of an ordinance approving a Fiscal Year 2017-2018 Budget Amendment concerning changes in city Council Compensation and Fund Accounts.

Odis Jones, city Manager, addressed the public in attendance. Mr. Jones stated that contrary to rumor the City Council has never pressured him to bring this issue forward and he has had not discussion, prior to tonight, with any council member until the item was placed on the agenda for

this evening. States he was advised by the city attorney that the position of City Councilmember is not a voluntary position. It is the duty of the City Manager to recommend pay for the City Council and to include it in the budget. He cannot speak for previous city managers but the voters approved the measure by an overwhelming majority of 70 % when they voted on the Charter. He stated that the City Council spends anywhere from 100-120 hours a month on City business. In 2004 when the Charter was implemented Hutto had a population of 1200, today it is almost 30,000. Mr. Jones stated he asked his staff to define what is the skill set the citizens want for this position – its and administrative skill set, how much time, and amount of hours and they came up with a range of \$12-17 per hour. Part-time City employees in the Parks Dept. make \$13 an hour and part-time accounts payable clerks make less than that. Mr. Jones says the City Council and the City Manager did not make the determination that they be paid, it arose out of another issue. Whether anyone thinks this is a volunteer position our charter says differently. It is not the Council's position that they be paid.

Mike Shaunessy, City Attorney, stated that the word "shall" means it is mandatory, not discretionary, it is a legal obligation. Failure to include the compensation of the Council in the budget is a violation of the law. The Texas Supreme Court states that compensation must be reasonable for the position.

Anthony Emadi presented the amended budget – there are three parts: first is to true up the bond proceeds to the actual amount in the utility fund, second is to set up the PID accounts which the City will eventually receive a management fee for, third is the is the compensation for the Council. Once the expenditure is add in it increase from 20% of the budget to 21%, and represents .7% of the total budget for the General Fund. It is only .2% of the entire City Budget not related to Bond Funds. Using a basis of 90-100 hours \$1,200 breaks down to \$12-13.33 an hour for the Council, and \$1,500 breaks down to \$15-16.66 for the Mayor. The Mayor called for comments from the Council.

Councilmember Grimm stated that at this time last year before she was elected she thought councilmembers should not be paid, but she has since changed her mind. If you want to attract quality people you need to provide some compensation. She believes that no amount of money can take away the power of the citizens and their vote. This is the citizens' council. Open Record Requests – last year alone approximately \$300K was spent responding to open record requests. This is the taxpayers' money that is being spent to respond to those requests. Mrs. Grimm enumerated the various meeting she has had this week already and that does not include the amount of time she has spent preparing for the meeting. She encourages everyone to read every page in the council package and clock the time. She then asks that they clock the time spend doing research on those subjects. She chastised those people on social media for complaining about this issue and others when all they have to do is reach out to any council member to voice their concerns. She believes the Council should be paid, but she proposes an alternate amount of \$750 for Council and \$900 for the Mayor. She also agrees that a committee of 7 citizens should be formed to re-visit this issue again in a year. If the Council passes the ordinance as it is she hopes that the Councilmembers become more involved in the Boards and Commission.

Councilmember Nathan Killough states that not one of the council signed up to receive a salary as a member of the City Council. He says that twice yesterday he was cussed out over this issue,

and again this morning while filling his truck up with diesel. He pointed out that one of the individuals responsible for riling up the social media crowd has themselves been responsible for the expenditure of \$6K in taxpayers' money in responding to open record request. That same individual has a relative that has filed a lawsuit against the City. With respect to the amount of work the Council does, Mr. Killlough stated for those who feel \$1200 or \$1500 is too much then he encourages you to have him come pick you up on any Wednesday and Thursday so you can see what goes into preparing for a Council meeting.

Motion: Councilmember Tom Hines made a motion to accept the ordinance as presented. Councilmember Tim Jordan seconded the motion.

Mike Shaunessy reminded the Council that Councilwoman Grimm made a motion to amend the ordinance.

Motion: Councilmember Terri Grimm made a motion to amend the ordinance to pay the Council \$700 and the Mayor \$900 per month. Councilmember Patti Turner seconded the motion.

Vote:

Ayes:	Councilmember Terri Grimm Councilmember Patti Turner
Nays:	Mayor Doug Gaul Mayor Pro-tem Hines Councilmember Scott Rose Councilmember Nathan Killough Councilmember Tim Jordan

Action: The amended motion failed with 2 ayes and 5 nays.

Motion: Councilmember Tom Hines made a motion to accept the ordinance as presented. Councilmember Tim Jordan seconded the motion.

Vote:

Ayes:	Mayor Doug Gaul Mayor Pro-tem Tom Hines Councilmember Scott Rose Councilmember Tim Jordan
Nays:	Council Member Nate Killough Councilmember Patti Turner Councilmember Terri Grimm

Action: The motion passed 4 ayes, and 3 nay.

- 11B. Consideration of a public hearing and possible action on the adoption of an ordinance approving the Land Use Assumption and 10 Year Impact Fee Capital Improvement Plan and setting a public hearing for impact fees for June 21, 2018.

*Helen Ramirez, Assistant City ~~Attorney~~ **Manager**, advised the Council that the hearing has been changed from June 21, 2018 to July 5, 2018. This is a part of the Mobility Plan that will help improve the traffic circulation, pedestrian traffic and bicycle traffic.*

Odis Jones also advised the Council that this shifts the burden of the cost of development and infrastructure to the developer and away from the citizens. The development community prefers this process. This will ensure that future developments set aside funds for the improvement of the roads in and around the new areas.

Carl Springer discusses the development of a plan how the City will grow over the next 20 years and what roads and infrastructure will be needed. The assumptions will be reviewed again in five years.

The 10-year Impact Fee CIP

<i>Location</i>	<i>Number of Projects</i>	<i>Total Project Cost in Service Areas</i>
<i>North of US 79</i>	<i>35</i>	<i>\$60.1 million</i>
<i>South of US 79</i>	<i>30</i>	<i>\$65.3 million</i>
<i>All Service Areas</i>	<i>65</i>	<i>\$125.4 million</i>

Matt Garrett outlined the steps that will need to be followed to adopt the impact fees.

Mayor Gaul asked if new roads can be added later. -Mr. Jones advised him the issue would need to go back to the Planning and Zoning commission for a recommendation.

Mayor Gaul opened a public hearing at 9:04 p.m. There being no public comments the hearing was closed at 9:04 p.m.

Motion: Councilmember Tim Jordan made a motion to approve the adoption of an ordinance to approve the Land Use Assumption and 10 Year Impact Fee Capital Improvement Plan and set a public hearing for July 5, 2018. Councilmember Tom Hines seconded the motion.

Vote: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Nays: None

Action: The motion passed 7 ayes, and 0 nays.

11C. Consideration and possible action on the second reading of an ordinance approving the right-of-way vacation of Short Street, a 50-Foot Right-of-Way, approximately (0.4099 acre) 17,796 square feet in area, located adjacent to the Co-Op District development site on US 79 West.

Helen Ramirez presented the ordinance for the second reading. Feedback from TxDot is that Short Street must be closed.

Bob Wunch, developer of the Co-Op stated that Wag-a-Bag has agreed to an alternate entrance.

Motion: Councilmember Tim Jordan made a motion approve the ordinance to vacate Short Street. Councilmember Terri Grimm seconded the motion.

Vote: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Nays: None

Action: The motion passed 7 ayes, and 0 nays.

12B. Consideration and possible action authorizing the City Manager to negotiate and execute a Development Agreement with MK Developments.

Mitchell Kalogridis of MK Developments made a presentation to the Council of the proposed Master Plan for the 57 acres project adjacent to the Co-Op District named "The Landing." The project will include multi-family living, senior living, single family homes retail, park space and a bio filtration water feature.

Odis Jones, stated he has reviewed some of the information with the Council. This project would be a PID where the City stays in a non-recourse position where a third party issues the debt and the City issues an assessment.

Councilmember Killough remarked that this is one of his favorite projects, it is very unique.

Motion: Councilmember Nathan Killough made a motion to authorize the City Manager to negotiate and execute a Development Agreement with MK Developments Councilmember Tim Jordan seconded the motion.

Vote: Ayes: Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Council Member Nate Killough
 Councilmember Tim Jordan
 Councilmember Patti Turner
 Councilmember Terri Grimm

 Nays: None

Action: The motion passed 7 ayes, and 0 nays

EXECUTIVE SESSION

13A. Executive Session, as authorized by Texas Government Code, Section 551.071, consultation with an attorney regarding Economic Development Corporation Bylaws, Chamber of Commerce, D.R. Horton, and board member activity.

The Council recessed at 9:54 p.m. to an Executive Session. The meeting was reconvened at 11:10 p.m.

ACTION RELATIVE TO EXECUTIVE SESSION

14A. Consideration and possible action regarding Economic Development Corporation Bylaws, Chamber of Commerce, D.R. Horton, and board member activity.

Motion: Councilmember Tom Hines made a motion to appoint Councilmember Terri Grimm to the Boards and Commission former Councilmember Lucio Valdez was previously appointed to. Councilmember Scott Rose seconded the motion.

Vote: Ayes: Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Council Member Nate Killough
 Councilmember Tim Jordan
 Councilmember Patti Turner
 Councilmember Terri Grimm

 Nays: None

Action: The motion passed 7 ayes, and 0 nays.

Motion: Councilmember Nathan Killough made a motion to authorize the City Manager to negotiate and execute a development agreement with D.R. Horton regarding the Lakeside Lift Station and Gibney tract development.

Vote: **Ayes:** Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Council Member Nate Killough
 Councilmember Tim Jordan
 Councilmember Patti Turner
 Councilmember Terri Grimm

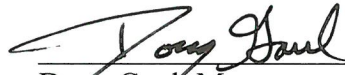
Nays: None

Action: The motion passed 7 ayes, and 0 nays.

ADJOURNMENT

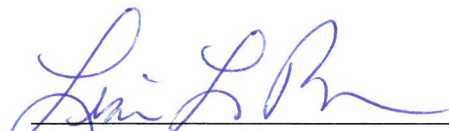
There being no further business the meeting was adjourned at 11:12 p.m.

CITY OF HUTTO



Doug Gaul, Mayor

APPROVED:



Lisa L. Brown, City Secretary

RESOLUTION NO. R-18-05-17-6B

A RESOLUTION APPROVING A TEXAS LOCAL GOV'T CODE CHAPTER 380 AGREEMENT FOR FLIX BREWHOUSE TEXAS VI, LLC. BETWEEN THE CITY OF HUTTO, A MUNICIPAL CORPORATION, AND FLIX BREWHOUSE TEXAS VI, LLC.

WHEREAS, FLIX BREWHOUSE TEXAS VI, LLC (the "Company") is desirous of locating within the Project an approximate 38,860 square foot cinema-eatery-microbrewery (the "Theater"), within the Hutto Co-Op District (the "Project"); and,

WHEREAS, the City of Hutto (the "City") wishes to enter into a Texas Local Gov't Code Chapter 380 Agreement with the Company in order to participate in certain costs related to the project finding that without which the Theater would lack economic justification; and,

WHEREAS, the City has determined that the location of the Company within the City will be a public benefit; and

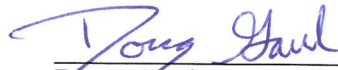
WHEREAS, the City and the Company desire to work together in good faith to enhance and preserve the general area of the Project for the benefit of the Citizens of the City and surrounding area.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves and authorizes the City Manager to execute the 380 Agreement, attached as **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

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 17th day of **May, 2018**.

CITY OF HUTTO, TEXAS



Doug Gaul, Mayor

ATTEST:



Lisa Brown, City Secretary

FLIX BREWHOUSE TEXAS VI, LLC AND

CITY OF HUTTO, TEXAS

CHAPTER 380

ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement ("Agreement") is entered into effective this _____ day of May, 2018 (the "Effective Date"), by and between the City of Hutto, Texas, a Texas home rule municipal corporation (the "City"), and Flix Brewhouse Texas VI LLC, its successors and assigns (the "Company"), with each of the City and the Company a Party, and together, the "Parties."

WHEREAS, the City has entered into a master development agreement with MA Partners, LLC, a Texas limited liability company ("Developer"), to provide for the planned development within the City of a project commonly known as the "Hutto Co-Op District" (the "Project"); and

WHEREAS, the Parties are desirous of locating within the Project an approximately 38,860 square foot cinema-eatery-microbrewery (the "Theater"), as generally shown on the preliminary concept plan attached hereto as Exhibit A; and

WHEREAS, subject to execution of this Agreement, the Company intends to enter into a 15-year lease agreement with the owner or master lessor of the Project, pursuant to which Developer will improve the Project, construct the Theater shell building, and provide the Company with an allowance defraying a portion of the Company's tenant improvements, in return for which Company will agree to pay rent and other charges to the owner or master lessor of the Project and to operate the Theater as a "Flix Brewhouse" of comparable quality to other Flix Brewhouses within the State of Texas.

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code, and;

WHEREAS, the City hereby establishes and authorizes the making of economic development grants to the Company in recognition of the positive economic benefits to the City; and

WHEREAS, the City has agreed to reimburse to the Company 75% of the sales tax levied by the City on the Theater's taxable sales (the "Incentive") for a period of ten (10) years (the "Incentive Period"), not to exceed \$1,279,200.00

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

1. **Authority.** The City's execution of this Agreement, as authorized by Chapter 380 of the Texas Local Government Code, constitutes a valid and binding obligation of the City in the event Developer completes the Project as described herein.
2. **Term.** This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate upon the final payment of the Incentive, unless otherwise extended as provided for in this Agreement.

3. Rights and Obligations of Company.

In consideration of the City's compliance with this Agreement, Company agrees as follows:

- 3.1 Construction of the Project. Company agrees to make best efforts to enter into a lease with Developer not later than ninety (90) days after the Effective Date.
- 3.2 Compliance with Development Regulations and Other Ordinances. With respect to the construction of the Theater, Company shall, and, to the best of its ability, will cause Developer to comply with the City's development approval processes consistent with City ordinances, City-approved design plans, and other applicable City development requirements.
- 3.3 Permits and Permission. The Company (and Developer, as applicable) will make timely application to the City for permits and approvals necessary to develop the Theater.
- 3.4 Company Operations. Subject to Developer's shell building and Project sitework construction performance, the Company will construct and open for business an approximately 38,860 square foot cinema-eatery-microbrewery.
- 3.5 Anticipated Costs. The Company anticipates that it will spend in excess of \$2 million on the Theater in equipment, and that the total development cost of the Theater (including Developer portion) will be in excess of \$10 million.
- 3.6 Requests by the Company. The Company has requested assistance from the City for certain economic incentives to develop the Theater, without which the Theater would lack economic justification.
- 3.7 Company Employment. At the commencement of the Incentive Period, the Company will have at least one hundred twenty-five (125) employees and will grow to approximately one hundred fifty (150) employees within twelve (12) months. The Company will make a commitment to implement a youth hire program, to provide jobs to students from Hutto ISD schools.

- 3.8 Financial Statements. The Company will provide quarterly financial statements to the City commencing as of the first calendar quarter of the Incentive Period. The City will maintain the financial statements in a confidential manner and will enter into a confidentiality agreement with the Company if requested by the Company.
- 3.9 Ceasing to Do Business. If the Company ceases to do business on the Property or at an alternative location within the City limits, within ten (10) years of the date of commencement of the Project, the Company will repay any economic incentive benefits received by the Company prior to the date of ceasing to operate within thirty (30) days after demand by the City.

4. Rights and Obligations of the City.

In consideration of the Company's compliance with this Agreement, The City hereby agrees as follows:

- 4.1 Incentive Period. The Incentive Period will (a) commence on the first day of the second month following the month in which the Theater first opens for business to the general public, (b) extend for 120 consecutive months thereafter, and (c) terminate as of close of business on the last day of the 120th such month. Notwithstanding the foregoing, in the event of a casualty or other loss that prevents the Theater from operating its lobby lounge or a minimum of 90% of its auditorium seats, the Incentive Period will be suspended until such time as the lobby lounge and 90% of the auditorium seats are restored to service, and the Incentive Period will be extended for a period of time equal to the period of suspension.

- 4.2 Incentive Payments.

Conditioned upon the payment by the Company of City-imposed sales tax on the Theater's taxable sales, within thirty (30) days after its receipt of the sales tax payment attributable to each month of the Incentive Period, the City will pay to the Company seventy percent (75%) of the sales tax levied by the City on the Theater's taxable sales, , not to exceed \$1,279,200.00. The payments will continue until the City has remitted for the last month of the Incentive Period. Payments are conditioned on the Company (a) paying each year City ad valorem taxes levied against the Company's taxable property at the Project and (b) not being in default of the covenants and other provisions of this Agreement binding on the Company.

- 4.3 Permitting. The City shall provide Developer and the Company with approved, permitted construction plans for the Theater and shall cooperate with Developer to expeditiously process all City permit applications and City inspections.

5. Miscellaneous.

- 5.1 Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Project or the Company's property thereon.
- 5.2 Representations and Warranties of Company.
- (a) Authorization. Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to perform its obligations under this Agreement.
 - (b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Company is a party or by which Company may be bound.
 - (c) Execution. The execution and delivery by Company of, and Company's performance under, this Agreement are within Company's powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of Company has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Company enforceable in accordance with its terms.
 - (d) Litigation. Company has not received written notice and has no actual knowledge of any litigation pending or threatened against Company that might adversely affect the Theater or the Project or Company's ability to perform its obligations under this Agreement.
- 5.3 Representations and Warranties of City.
- (a) Authorization. The City is a municipal corporation with full right and authority to enter into this Agreement and to consummate the transactions described in this Agreement.
 - (b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.
 - (c) Execution. The execution and delivery of, and the City's performance under, this Agreement are within the City's powers and have been duly authorized by all requisite municipal action. Each of the Persons executing this Agreement on behalf of the City is duly authorized to do so. This Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

- 5.4 Default. If either Party should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, or such longer period as may be reasonably necessary to effectuate a cure, provided that a cure is commenced within such thirty day period and diligently prosecuted to resolution, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, the Company shall have the right to pursue any remedy at law or in equity for the City's breach. If the Company remains in default after notice and opportunity to cure, the City's remedy shall be limited to a termination of any City obligation to reimburse property taxes as described above.
- 5.5 Attorney's Fees. In the event any legal action or proceeding is commenced between the City and the Company to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.
- 5.6 Entire Agreement. This Agreement contains the entire agreement between the Parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and the Company.
- 5.7 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.
- 5.8 Assignment. Company may assign all or part of its rights and obligations to a third party upon thirty days written notice to the City.
- 5.9 Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- 5.10 Termination. In the event Company is unsuccessful in entering into a non-cancelable lease agreement with Developer, or either Developer or the Company elects not to proceed with the Project as contemplated by this Agreement, Company shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- 5.11 Notice. All notices and other communications hereunder shall be in writing and shall be delivered by hand delivery, expedited courier delivery or mailed (if mailed, by registered or certified mail, return receipt requested, postage prepaid) addressed as follows, and shall be effective upon actual delivery if delivered by hand or by expedited courier delivery or, if mailed, three days after deposit in the United States mail:

If to the Company, to:

G. Matthew Silvers, SVP and General Counsel
Flix Entertainment Group
2000 S. Interstate Hwy. 35
Suite Q11
Round Rock, TX 78681

With a copy to:

Mr. Stephen Golden, Esq.
Golden Steves & Gordon L.L.P.
300 Convent St. Suite 2600
San Antonio, TX 78205

If to the City, to:

Odis Jones, City Manager
401 West Front Street
Hutto, Texas 78634
Phone: (512) 759-4030

With a copy to:

William H. Bingham
McGinnis Lochridge & Kilgore, L.L.P.
600 Congress Avenue, Suite 2100
Austin, Texas 78701
Phone: (512) 495-6000
Facsimile: (512) 495-6093

Either party may designate a different address at any time upon written notice to the other party.

- 5.12 Interpretation. Each Party has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
- 5.13 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 5.14 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and

provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- 5.15 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 5.16 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 5.17 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

EXECUTED to be effective as of the ____ day of _____, 2018.

Flix Brewhouse Texas VI LLC

By: _____
Allan L. Reagan, Chief Executive Officer

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

By: _____
Printed Name: _____
Title: _____

EXHIBIT A
Preliminary Project Concept Plan



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6B. **AGENDA DATE:** May 17, 2018

PRESENTED BY: Helen Ramirez, Assistant City Manager

ITEM: Consideration and possible action on a resolution approving a Texas Local Gov't Code Chapter 380 Agreement for Project Oscar. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City has entered into a master development agreement with MA Partners, LLC, (Developer) to provide for the planned mixed-use development known as the "Hutto Co-Op District" which will develop commercial, retail, restaurant and civic uses.

The City is desirous of locating within the Co- Op District Project a commercial entity.

The Company intends to enter into a 15-year lease agreement with the owner or master lessor of the Project, pursuant to which Developer will improve the Project, construct the shell building, and provide the Company with an allowance defraying a portion of the Company's tenant improvements, in return for which Company will agree to pay rent and other charges to the owner or master lessor of the Project and to operate the commercial business.

The purpose of the agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code, without which the project would lack economic justification. In addition to providing entertainment for Hutto and surrounding area residents and visitors, the Company will make its best effort to hire residents of Hutto.

BUDGETARY AND FINANCIAL SUMMARY:

The City has agreed to reimburse to the Company 75% of the sales tax levied by the City on the Company's taxable sales (the "Incentive") for a period of ten (10) years (the "Incentive Period"), not to exceed one million, two hundred and seventy-nine thousand, two hundred dollars (\$1,279,200). The Company is projected to pay annual taxable sales of \$180,000. Of the amount collected, the Company will be rebated 75%, or approximately \$135,000 for a period of 10 years, with a Not To Exceed (NTE) amount of \$1,279,200.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable.

CITY ATTORNEY REVIEW:

City Attorney has reviewed the Economic Development Agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the Chapter 380 Agreement.

SUPPORTING MATERIAL:

There are no supporting documents.

Tuesday, July 31, 2018

FLIX BREWHOUSE TEXAS VI, LLC AND

CITY OF HUTTO, TEXAS

CHAPTER 380

ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement ("Agreement") is entered into effective this 31st day of July, 2018 (the "Effective Date"), by and between the City of Hutto, Texas, a Texas home rule municipal corporation (the "City"), and Flix Brewhouse Texas VI LLC, its successors and assigns (the "Company"), with each of the City and the Company a Party, and together, the "Parties."

WHEREAS, the City has entered into a master development agreement with MA Partners, LLC, a Texas limited liability company ("Developer"), to provide for the planned development within the City of a project commonly known as the "Hutto Co-Op District" (the "Project"); and

WHEREAS, the Parties are desirous of locating within the Project an approximately 38,860 square foot cinema-eatery-microbrewery (the "Theater"), as generally shown on the preliminary concept plan attached hereto as Exhibit A; and

WHEREAS, subject to execution of this Agreement, the Company intends to enter into a 15-year lease agreement (the "Lease") with the owner or master lessor of the Project, pursuant to which Developer will improve the Project and provide the Company with an allowance defraying a portion of the Company's tenant improvements, in return for which Company will agree to pay rent and other charges to the owner or master lessor of the Project and to operate the Theater as a "Flix Brewhouse" of comparable quality to other Flix Brewhouses within the State of Texas.

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code, and;

WHEREAS, the City hereby establishes and authorizes the making of economic development grants to the Company in recognition of the positive economic benefits to the City; and

WHEREAS, the City has agreed to reimburse to the Company seventy-five 75% of the sales tax levied by the City on the Theater's taxable sales (the "Incentive") for a period of ten (10) years (the "Incentive Period"), not to exceed \$1,279,200.00

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

Tuesday, July 31, 2018

1. **Authority.** The City's execution of this Agreement, as authorized by Chapter 380 of the Texas Local Government Code, constitutes a valid and binding obligation of the City in the event Developer completes the Project as described herein.
2. **Term.** This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate upon the final payment of the Incentive, unless otherwise extended as provided for in this Agreement.
3. **Rights and Obligations of Company.**

In consideration of the City's compliance with this Agreement, Company agrees as follows:

- 3.1 Construction of the Project. Company agrees to make best efforts to enter into the Lease with Developer not later than one hundred twenty (120) days after the Effective Date.
- 3.2 Compliance with Development Regulations and Other Ordinances. With respect to the construction of the Theater, Company shall, and, to the best of its ability, will cause Developer to comply with the City's development approval processes consistent with City ordinances, City-approved design plans, and other applicable City development requirements.
- 3.3 Permits and Permission. The Company (and Developer, as applicable) will make timely application to the City for permits and approvals necessary to develop the Theater.
- 3.4 Company Operations. Subject to Developer's Project sitework construction performance as may be more specifically detailed in the Lease, the Company will construct and open for business an approximately 38,860 square foot cinema-eatery-microbrewery.
- 3.5 Anticipated Costs. The Company anticipates that it will spend in excess of \$2 million on the Theater in equipment, and that the total development cost of the Theater (including Developer portion) will be in excess of \$10 million.
- 3.6 Requests by the Company. The Company has requested assistance from the City for certain economic incentives to develop the Theater, without which the Theater would lack economic justification.
- 3.7 Company Employment. At the commencement of the Incentive Period, the Company will have at least one hundred twenty-five (125) employees and will grow to approximately one hundred fifty (150) employees within twelve (12) months. The Company will make a commitment to implement a youth hire program, to provide jobs to students from Hutto ISD schools.

- 3.8 Financial Statements. The Company will provide quarterly financial statements to the City commencing as of the first calendar quarter of the Incentive Period. The City will maintain the financial statements in a confidential manner and will enter into a confidentiality agreement with the Company if requested by the Company.
- 3.9 Ceasing to Do Business. If the Company ceases to do business on the Property or at an alternative location within the City limits, within ten (10) years of the date of commencement of the Project, the Company will repay any economic incentive benefits received by the Company prior to the date of ceasing to operate within thirty (30) days after demand by the City.

4. Rights and Obligations of the City.

In consideration of the Company's compliance with this Agreement, The City hereby agrees as follows:

- 4.1 Incentive Period. The Incentive Period will (a) commence on the first day of the second month following the month in which the Theater first opens for business to the general public, (b) extend for 120 consecutive months thereafter, and (c) terminate as of close of business on the last day of the 120th such month. Notwithstanding the foregoing, in the event of a casualty or other loss that prevents the Theater from operating its lobby lounge or a minimum of 90% of its auditorium seats, the Incentive Period will be suspended until such time as the lobby lounge and 90% of the auditorium seats are restored to service, and the Incentive Period will be extended for a period of time equal to the period of suspension.
- 4.2 Incentive Payments.
- Conditioned upon the payment by the Company of City-imposed sales tax on the Theater's taxable sales, within thirty (30) days after its receipt of the sales tax payment attributable to each month of the Incentive Period, the City will pay to the Company seventy-five percent (75%) of the sales tax levied by the City on the Theater's taxable sales, not to exceed \$1,279,200.00. The payments will continue until the City has remitted for the last month of the Incentive Period. Payments are conditioned on the Company (a) paying each year City ad valorem taxes levied against the Company's taxable property at the Project and (b) not being in default of the covenants and other provisions of this Agreement binding on the Company.
- 4.3 Permitting. The City shall provide Developer and the Company with approved, permitted construction plans for the Theater and shall cooperate with Developer to expeditiously process all City permit applications and City inspections.

5. Miscellaneous.

- 5.1 Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Project or the Company's property thereon.
- 5.2 Representations and Warranties of Company.
- (a) Authorization. Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to perform its obligations under this Agreement.
 - (b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Company is a party or by which Company may be bound.
 - (c) Execution. The execution and delivery by Company of, and Company's performance under, this Agreement are within Company's powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of Company has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Company enforceable in accordance with its terms.
 - (d) Litigation. Company has not received written notice and has no actual knowledge of any litigation pending or threatened against Company that might adversely affect the Theater or the Project or Company's ability to perform its obligations under this Agreement.
- 5.3 Representations and Warranties of City.
- (a) Authorization. The City is a municipal corporation with full right and authority to enter into this Agreement and to consummate the transactions described in this Agreement.
 - (b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.
 - (c) Execution. The execution and delivery of, and the City's performance under, this Agreement are within the City's powers and have been duly authorized by all requisite municipal action. Each of the Persons executing this Agreement on behalf of the City is duly authorized to do so. This Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

- 5.4 Default. If either Party should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, or such longer period as may be reasonably necessary to effectuate a cure, provided that a cure is commenced within such thirty day period and diligently prosecuted to resolution, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, the Company shall have the right to pursue any remedy at law or in equity for the City's breach. If the Company remains in default after notice and opportunity to cure, the City's remedy shall be limited to a termination of any City obligation to reimburse property taxes as described above.
- 5.5 Attorney's Fees. In the event any legal action or proceeding is commenced between the City and the Company to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.
- 5.6 Entire Agreement. This Agreement contains the entire agreement between the Parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and the Company.
- 5.7 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.
- 5.8 Assignment. Company may assign all or part of its rights and obligations to a third party upon thirty days written notice to the City.
- 5.9 Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- 5.10 Termination. In the event Company is unsuccessful in entering the Lease agreement with Developer, or either Developer or the Company elects not to proceed with the Project as contemplated by this Agreement, Company shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- 5.11 Notice. All notices and other communications hereunder shall be in writing and shall be delivered by hand delivery, expedited courier delivery or mailed (if mailed, by registered or certified mail, return receipt requested, postage prepaid) addressed as follows, and shall be effective upon actual delivery if delivered by hand or by expedited courier delivery or, if mailed, three days after deposit in the United States mail:

Tuesday, July 31, 2018

If to the Company, to:

G. Matthew Silvers, SVP and General Counsel
Flix Entertainment Group
2000 S. Interstate Hwy. 35
Suite Q11
Round Rock, TX 78681

With a copy to:

Mr. Stephen Golden, Esq.
Golden Steves & Gordon L.L.P.
300 Convent St. Suite 2600
San Antonio, TX 78205

If to the City, to:

Odis Jones, City Manager
401 West Front Street
Hutto, Texas 78634
Phone: (512) 759-4030

With a copy to:

William H. Bingham
McGinnis Lochridge & Kilgore, L.L.P.
600 Congress Avenue, Suite 2100
Austin, Texas 78701
Phone: (512) 495-6000
Facsimile: (512) 495-6093

Either party may designate a different address at any time upon written notice to the other party.

- 5.12 Interpretation. Each Party has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
- 5.13 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 5.14 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and

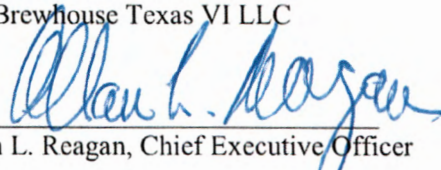
Tuesday, July 31, 2018

provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- 5.15 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 5.16 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 5.17 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

EXECUTED to be effective as of the 31st day of July, 2018.

Flix Brewhouse Texas VI LLC

By: 

Allan L. Reagan, Chief Executive Officer

CITY OF HUTTO, TEXAS

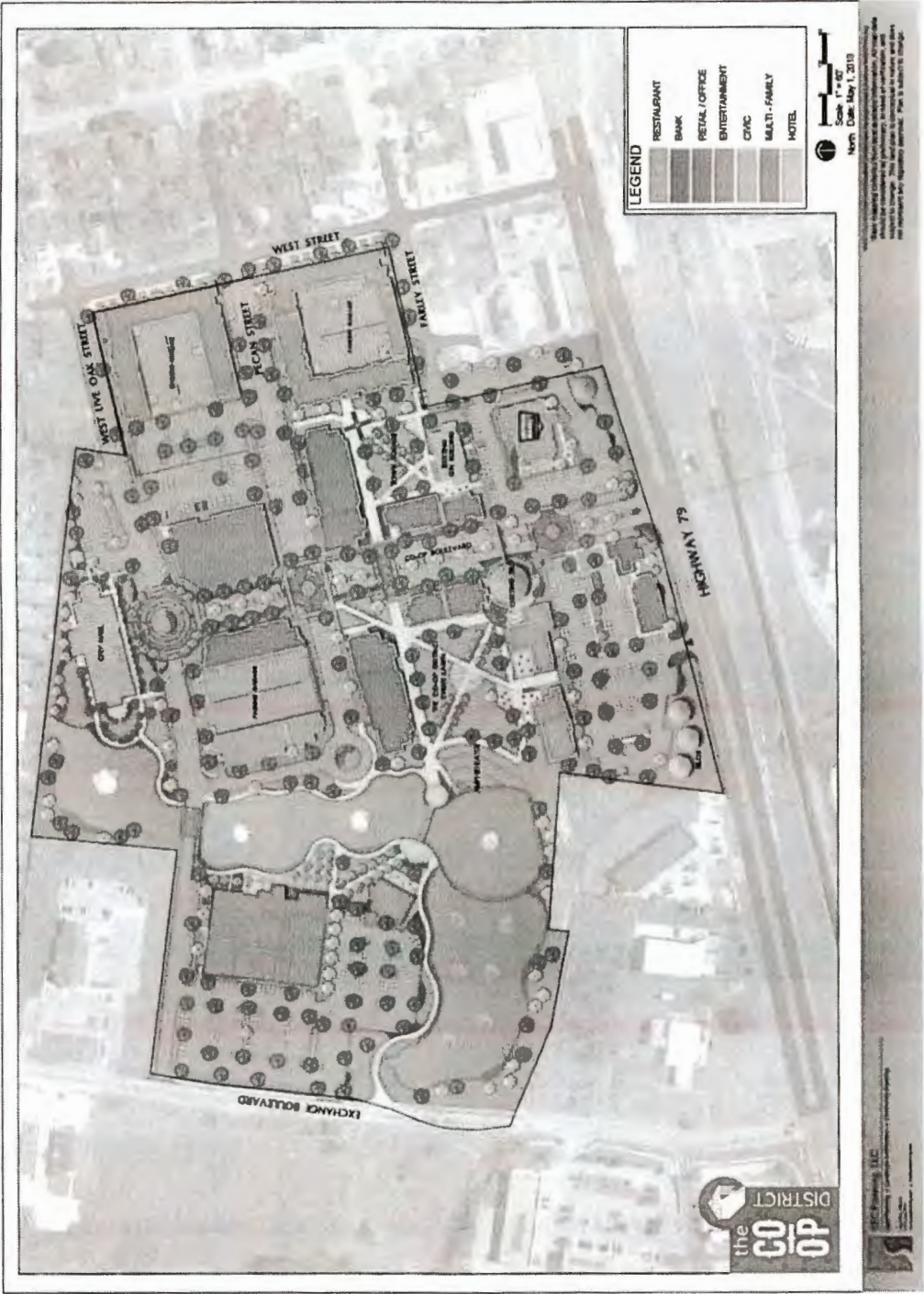
A home rule city and municipal corporation

By: 

Printed Name: Odie Davis

Title: City Manager

EXHIBIT A
Preliminary Project Concept Plan



Corporate Records & Business Registrations

Source Information

Information 01/23/2022
Current Through:
Database Last Updated: 01/24/2022
Update Frequency: DAILY
Current Date: 01/24/2022
Source: TEXAS SECRETARY OF STATE

Company Information

Name: FLIX BREWHOUSE TEXAS HUT LLC
Address: 2000 S INTERSTATE 35 STE Q11
 ROUND ROCK, TX 78681
 USA

Filing Information

Filing Number: 803006328
Filing Date: 05/03/2018
State of Incorporation: TEXAS
Duration: PERPETUAL
Status: IN EXISTENCE
Business Type: DOMESTIC LIMITED LIABILITY COMPANY (LLC)
State Tax ID: 32067053549
Where Filed: SECRETARY OF STATE
 1019 BRAZOS ST
 AUSTIN, TX 78701

Registered Agent Information

Name: ALLAN L REAGAN
Address: 2000 S IH 35 SUITE Q11
 ROUND ROCK, TX 78681
 USA

Name Information

Legal Name: FLIX BREWHOUSE TEXAS HUT LLC
Status: IN USE
Filing Date: 03/06/2020

Name Information

Legal Name: FLIX BREWHOUSE TEXAS VI LLC
Status: PRIOR
Filing Date: 05/03/2018
Inactive Date: 03/04/2020

Principal Information

Name: ALLAN L REAGAN
Title: CHIEF EXECUTIVE OFFICER, DIRECTOR
Address: 2000 SOUTH INTERSTATE 35, Q-11
 ROUND ROCK, TX 78681
 USA

Amendment Information

Amendments: 04/23/2021 PUBLIC INFORMATION REPORT (PIR); DOCUMENT NUMBER - 1045423880001
 03/05/2020 CERTIFICATE OF AMENDMENT; DOCUMENT NUMBER - 952934930003
 09/20/2019 PUBLIC INFORMATION REPORT (PIR); DOCUMENT NUMBER - 915137570001
 05/03/2018 CERTIFICATE OF FORMATION; DOCUMENT NUMBER - 811111850002

The preceding public record data is for information purposes only and is not the official record.

Certified copies can only be obtained from the official source.

The public record items reported above may have been paid, terminated, vacated or released prior to today's date.

Order Documents

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387) for on-site manual retrieval of documents related to this or other matters. Additional charges apply.

AGENDA ITEM REPORT

11.9.



To: City Council
Subject: Consideration and possible action on presentations by outside agencies not receiving funding in the Annual Budget for Fiscal Year 2021/2022. (Councilmember Villareal Salvo, Councilmember Gordon).
Meeting: Thursday, February 10, 2022
Department: City Manager /
Staff Contact: Stacy Schmitt

BACKGROUND INFORMATION:

Council Member Villareal Salvo requested that the three agencies not receiving funding during the budget process be given the opportunity to present to the Council.

SUMMARY OF REQUEST:

To review and reconsider funding for the Hutto Education Foundation and Meals on Wheels. The third organization did not respond to resubmitting or presenting.

STAFF REVIEW:

FINANCIAL IMPACT:

There was only appropriated funds for the organizations approved in the new budget. Approval for a new grant will require a budget amendment.

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.10.



To: City Council
Subject: Discussion and possible action to add a nomination process to Council Protocols. (Councilmember Thornton, Mayor Snyder)
Meeting: Thursday, February 10, 2022
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 20220111-Hutto-Res-Council Protocols (R-2022-003)



City Council Protocol Policy Adopted

Table of Contents

1) *Overview of Roles and Responsibilities*

- a) Role of the Mayor
- b) Role of the Mayor Pro-tem
- c) Role of a Council Member
- d) Meeting Chair's Responsibilities
- e) Parliamentary Authority
- f) Process for Appointment to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force
- g) Charge from the Mayor and Council

2) *Meetings*

- a) Agenda Development, Review, and Posting
- b) Meeting Schedule
- c) Work Sessions
- d) Emergency Meetings
- e) Public Comments
- f) City Council Comments
- g) Public Hearings
- h) Video and Streaming of Meetings
- i) Proclamations
- j) Executive Session
- k) Texas Open Meetings Act
- l) Format of Meetings
- m) Use of Digital Media During the Meeting
- n) Violations of Protocols

3) *Financial Matters*

- a) Budget
- b) Training and Education
- c) Travel and Reimbursement
- d) Council Campaign Disclosures

4) *Ethics*

- a) Conflicts of Interest
- b) Disclosure of Interest
- c) Financial Disclosure
- d) Gifts

5) *Communications*

- a) Correspondence To/From Council
- b) Media Relations
- c) Social Media
- d) Public Information Act
- e) Communication with City Staff

6) *General Policies and Documents*

- a) Technology and Equipment Use & Electronic Communications and Systems Access Use
- b) Political Activity
- c) City Charter
- d) Code of Ordinances
- e) Council Liaison Duties
- f) Hutto 2040 Comprehensive Plan
- g) Master Planning Documents

1 Overview of Roles and Responsibilities

a) Role of the Mayor

The Mayor shall:

- 1) Act as the official head of the City for all ceremonial purposes.
- 2) Chair Council meetings and Work Sessions of the City Council.
- 3) Vote on propositions that come before the City Council but shall have no power to veto.
- 4) When authorized by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds.
- 5) Recognize comments from citizens at public meetings.
- 6) Call for special meetings.
- 7) Select substitute for City representation when Mayor cannot attend.
- 8) Make judgment calls on proclamations, special presentations, etc.
- 9) Recommend subcommittees as appropriate for Council approval.
- 10) Lead the Council into an effective, cohesive working team. .
- 11) Work with City Manager to prepare Council agenda.
- 12) Appoint Council Subcommittees ..
- 13) Perform such other duties consistent with this Charter or as may be imposed upon him or her by the City Council.

b) Role of Mayor Pro-Tem

The Mayor Pro-Tem shall be elected by the City Council at the first regular City Council meeting following each regular City election. If the Mayor Pro-Tem position becomes vacant or the Mayor Pro-Tem is removed by forfeiture of office, the Mayor Pro-Tem shall be elected at the next regular City Council meeting to fill the remainder of the term of the Mayor Pro-Tem

The Mayor Pro-Tem shall:

- 1) Act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.

c) Role of a Council Member

All members of the City Council, including those serving as Mayor and Mayor Pro-Tem, have equal votes. No Council member has more power than any other Council member, and all should be treated with equal respect.

All Council members shall:

- 1) Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.

- 2) Prepare in advance of Council meetings and be familiar with issues on the agenda. Stay focused and act efficiently during public meetings.
- 3) Represent the City at ceremonial functions at the request of the Mayor.
- 4) Be respectful of other people's time. Serve as a model of leadership and civility to the community.
- 5) Inspire public confidence in Hutto government.
- 6) Provide contact information to the City Manager's Office in case an emergency or urgent situation arises while a Council member is out of town.
- 7) Demonstrate honesty and integrity in every action and statement.
- 8) Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Council Protocol Policy.

d) Meeting Chair's Responsibilities

The Mayor will chair official meetings of the City Council, unless the Mayor Pro Tem or another Council member is designated as Chair of a specific meeting. This individual maintains order, decorum, and the fair and equitable treatment of all speakers and keeps discussion and questions focused on the specific agenda item under consideration.

e) Parliamentary Authority

Robert's Rules of Procedure, 12th Edition, 2021, shall be the parliamentary authority for City Council meetings.

- 1) Rules and procedures may be adopted that conflict with Robert's Rules and shall take precedence.
- 2) When rules and procedures are silent on an issue, Robert's Rules prevail.
- 3) When Robert's Rules conflict with statutes, the Charter, ordinances, resolutions, or motions of the City Council, the latter shall prevail.

The 12th edition of Robert's Rules shall be the parliamentary authority until the 13th or other successive edition is designated by the City Council.

f) Process for Appointment to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force

The City Council is responsible for making appointments to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to make appointments to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force:

- 1) The City Secretary shall collect applications.
- 2) After receipt of application, the City Secretary will verify that each applicant meets the qualifications for serving on the desired board or commission.
- 3) The list of applicants and vacancies will be sent to the Nominating Committee for consideration. (Applications will be available in drop box for review by the entire Council).
- 4) The Nominating Committee will consist of three (3) Council Members who will serve for one year, beginning January 1st of each year, and the chair of the board or commission whose vacancy is being considered. Council Members with odd- numbered seats (1, 3, 5) will begin service in odd numbered years, and Members with even-numbered seats (2, 4, 6) will begin service in even numbered years. The Mayor does not serve on the Nominating Committee.
- 5) The Chair of each Board, Commission, Committee, EDC, LGC, TIRZ or Task Force, if applicable, will also participate in the Nominating Committee when considering appointments to their specific Board, Commission, Committee, EDC, LGC, TIRZ or Task Force.
- 6) The Nominating Committee will review applications, interview applicants and present recommendations to the full City Council at the next Council meeting held after the meeting.
- 7) All Board, Commission, Committee, EDC, LGC, TIRZ or Task Force appointments must be confirmed by a vote of the City Council.
- 8) No person can be appointed to a City created Board, Commission, Committee, EDC, LGC, TIRZ or Task Force unless that person has filled out and submitted an appropriate application to the City Secretary before the meeting at which they are appointed by the City Council. An application does not need to be submitted for a person being re-appointed to a position.
- 9) Appointments to the Economic Development Corporation, Local Government Corporations and TIRZ Boards will follow the process as outlined in the Bylaws governing those organizations.

g) Charge from the Mayor and Council.

- 1) The Mayor and Council shall adopt a “charge” for every appointed commission, board, or committee.
- 2) The charge shall be recommended by the appropriate City staff liaison designated by the City Manager.
- 3) The charge by definition establishes the direction, boundaries, and intended accomplishments of a commission, board, or committee and includes appropriate elements, such as the following:
 - a) General powers and duties
 - b) Vision and/or mission statements
 - c) Goals, responsibilities
 - d) Officers, members
 - e) Qualifications
 - f) Ethics and standards of performance

- g) Training requirements
 - h) Timeline, schedule, reporting dates
 - i) Meeting requirements
 - j) Accountability to Mayor and Council
 - k) Accessibility and accountability to public
 - l) Liaison with City staff
- 4) The charge shall be reviewed in required orientation and subsequent training.
 - 5) The City Secretary shall develop a template for committee charges from the Mayor and Council.

2 Meetings

a) Agenda Development, Review, and Posting

The agenda of each City Council meeting is prepared as a joint effort between the Mayor, City Manager, City Secretary, and department directors.

The Mayor may consult with the City Manager regarding proposed agenda items to be included in the agenda of a regular or special meeting of the Council. The review may be waived by the Mayor or other presiding officer. If not waived, the review should be an update regarding the agenda, recommended actions, and other developments. The review shall focus on the agenda and related written materials and shall not constitute a briefing. The review shall not be subject to the posting requirements of the Texas Open Meetings Act, unless attended by additional Council Members.

Any two members of City Council may place items on the agenda by submitting them to the City Manager or City Secretary no later than noon on the Tuesday of the week prior to the Thursday Council Meeting. The request should state the nature of the item, the desired action by city council and include any supporting material. Once finalized, the proposed agenda and packet are placed into the City Council Dropbox account on the Friday before the scheduled meeting date. Council members have until noon on the Monday before the scheduled meeting date to propose changes or corrections to the proposed agenda and packet. The agenda items placed by the members of the City Council are not subject to review by the Mayor, other Council Member, City Manager, or other City staff member, nor is an agenda item subject to editing without the approval of the member of the Council who submitted it. The final agenda is posted on the city hall bulletin board and on the city's website in accordance with the TOMA.

b) Meeting Schedule

Regular meetings are held the first and third Thursdays of each month at 7:00 p.m., in the City Hall Council Chambers, 500 W. Live Oak Street, Hutto, Texas. Other meetings may arise on an as needed basis, such as budget work sessions. A schedule of regular meetings is determined in December for the upcoming year. At times, scheduling

conflicts will arise and a regular meeting may be rescheduled to another day.

c) Work Sessions

Work Sessions have several purposes:

- (1) to discuss pending items for the Council agenda;
- (2) to discuss items that staff needs to bring to Council's attention;
- (3) to receive progress reports on current projects and
- (4) to hear regular updates from members of appointed Boards, Commissions, or Task Forces.

Overall, the purpose of the work session is for Council and staff to meet and discuss various items in an informal manner where questions may be asked of each other and in- depth discussion can take place. No official action on City business is taken in work sessions except for motions to direct staff or to place an item on a future City Council agenda.

Work sessions are not held regularly and the location and times vary. All work session agendas are posted in compliance with the TOMA and are always open to the public.

Work sessions are attended by all members of the City Council, the City Manager, Assistant City Manager, and City Secretary. Depending on the agenda items, the city attorney, department directors, other staff members, consultants, board members, etc. will be invited.

d) Emergency Meetings

Special rules allow for posting notice of emergency meetings and for supplementing a posted notice with emergency items. These rules affect the timing and content of the notice but not its physical location. Section 551.045, Texas Government Code, provides:

- 1) In an emergency or when there is an urgent public necessity, the notice of a meeting or the supplemental notice of a subject added as an item to the agenda for a meeting for which notice has been posted is sufficient if it is posted for at least one hour before the meeting is convened.
- 2) An emergency or urgent public necessity exists only if immediate action is required of a governmental body because of:
 - a) An imminent threat to public health and safety; or
 - b) A reasonably unforeseeable situation
- 3) The governmental body shall clearly identify the emergency or urgent public necessity in the notice or supplemental notice.
- 4) A person who is designated or authorized to post notice of a meeting by a governmental body shall post the notice stating the governmental body's reason for the emergency or urgent public necessity.
- 5) The sudden relocation of a larger number of residents from the area of a declared disaster to a governmental body's jurisdiction is considered a reasonably unforeseen situation for a reasonable period immediately following the relocation. Notice of an emergency meeting or supplemental notice of an

emergency item added to the agenda of a meeting to address a situation described by this subsection must be given to the members of the news media as provided by Section 551.047 not later than one hour before the meeting.

The public notice of an emergency meeting must be posted at least one hour before the meeting is scheduled to begin. A government body may decide to consider an emergency item during a previously scheduled meeting instead of calling a new emergency meeting. The governmental body must post notice of the subject added as an item to the agenda at least one hour before the meeting begins.

In addition to posting the public notice of an emergency meeting or supplementing a notice with an emergency item, the governmental body must give special notice of the emergency meeting or emergency item to the news media who have previously (1) filed a request with the governmental body, and (2) agreed to reimburse the governmental body for providing the special notice. The notice to members of the news media is to be given by telephone, facsimile transmission or electronic mail.

Because Section 551.045 provides for a one-hour notice only for emergency meetings or for adding emergency items to the agenda, a governmental body adding a nonemergency items to its meeting agenda must satisfy the general notice period of Section 551.043 or Section 551.044, as applicable, regarding the subject of that item.

The public notice of an emergency meeting or emergency item must “clearly identify” the emergency or urgent public necessity for calling the meeting or for adding the item to the agenda of a previously scheduled meeting. The Act defines “emergency for purposes of emergency meetings and emergency items.

A governmental body’s determination that an emergency exists is subject to judicial review. The existence of an emergency depends on the facts in a given case.

e) Public Comments

The City Council encourages and solicits public input on all matters both in and out of City Council meetings. Members of the public wishing to make general announcements, address a topic that is not included on the agenda, or address specific agenda items must do so under the “Public Comments” agenda item at the beginning of the meeting

At each regular meeting, the Council will set aside time at the beginning of a meeting to afford the public an opportunity to speak to the City Council regarding matters of concern or interest to the public regarding City affairs. This time may be extended, or additional time may be permitted for public comment at other points during the meeting. Members of the public wishing to address the city council speak in-person or by telephone must fill out the required sign-in form. The required sign-in form will be provided at the meeting location and online. Sign-in forms provided at the meeting location must be turned in to the City Secretary prior to the meeting being convened and online forms must be completed at least fifteen (15) minutes before the meeting.

Public comment about non-agenda items. Members of the public signing up to speak about non-agenda items shall, when recognized by the presiding officer, have three (3) minutes to speak regarding non-agenda items. Comments on non-agenda items shall not be used by citizens as an additional comment period for agenda items. The presiding officer shall not be obligated to recognize a speaker for a second comment regarding non-agenda items.

Public comment about agenda items. Members of the public signing up to speak about agenda items shall, when recognized by the presiding officer, have three (3) minutes to speak regarding agenda items, regardless of the number of agenda items. Each member of the public who desires to address the City Council regarding an item on an agenda item shall have the option to address the council at the beginning of the meeting or during the City Council's consideration of the item. Speakers may express their opinions or viewpoints on an issue but are not permitted to participate in the debate on an issue. The time limit for public comments about agenda items may be extended to answer questions from members of the City Council.

Members of the public wishing to read a letter from another member of the public will be allowed only three (3) minutes to read the letter and address their own comments.

Members of the public addressing the Council through a translator or needing additional time due to a disability shall be allowed six (6) minutes. The City Secretary is the designated timekeeper.

Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council chambers or may be removed as allowed by law

No placards, banners, or signs will be permitted in the city council chamber or in any other room in which the city council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the city council are permitted.

Once public comment has been received, the City Council may proceed to other business.

The audience and the viewers are reminded that the comments of the speakers reflect the speaker's positions or opinions.

Council member's responses to any comment made by a speaker during public comment are restricted by law. The Council and its members are prohibited from discussing or acting upon any matter that was not listed under the action item portion of the agenda and not included on the posted notice, other than to provide statements of fact or to request that an item be put on a future agenda for discussion and/or possible action. A lack of a response from Council members does not indicate agreement or approval of the comments.

However, the City Manager, City Attorney and City staff are not prohibited by law or City policy from responding as is deemed appropriate to comments made in the public comment portion of this meeting.

The Mayor or person chairing the City Council meeting may read this policy prior to the commencement of the Public Comments portion of the meeting.

f) City Council Comments

City Council Comments shall be limited to items of community interest as defined by TOMA and requests to place subjects on the agenda for a future meeting. The City Council may not prohibit public criticism of the governmental body, including criticism of any act, omission, policy, procedure, program, or service. This subsection does not apply to public criticism that is otherwise prohibited by law.

g) Public Hearings

The staff member that is responsible for the public hearing will make a brief presentation on the item and the Mayor will open the hearing for public comment. Individuals may sign up to speak, by completing a public comment card and submitting to the City Secretary. Each speaker will have three minutes to speak. The Mayor will close the public hearing when public comment has concluded.

h) Video and Streaming of Meetings

City Council meetings held at 500 West Live Oak St., except for some work sessions and those meetings or portions of meetings conducted in Executive Session, are web streamed live, made available on the local Community Access Channel and archived on the City's website. Videos and audio are archived on the City's website for up to five years for the sole purpose of being able to rebroadcast the meetings on the Community Access Channel and the web. Both forms of broadcasted meetings are for the convenient viewing by Hutto citizens, and are not the permanent record of City Council proceedings.

i) Proclamations

The Mayor issues proclamations as a way to give special recognition by the City to an individual, event, issue, etc. All requests for proclamations must go through the City Secretary's Office and be approved by the Mayor. Proclamations may be presented at a City Council meeting (or other meetings as approved by the Mayor) or prepared and mailed to the requester. If it is to be presented at a City Council meeting, there must be a representative at the meeting to receive the document or arrangements made to provide the proclamation to the representative.

j) Executive Session

Where possible, documents to be discussed in Executive Session will be made available to City Council members before the meeting at which the Executive Session is held. Executive Sessions will be audio recorded as allowed by the TOMA.

k) Texas Open Meetings Act

Every meeting of the City Council and Boards, Commissions, Committee, EDC, LGC, or TIRZ must be conducted in accordance with Chapter 551 of the Government Code, commonly referred to as the Texas Open Meetings Act (“TOMA”). City Task Forces are exempt from this requirement. The Act is based on the notion that public officials should discuss and vote on public business under public scrutiny, so that the public will have the opportunity to know what their public officials are doing. The Act contains criminal penalties for violations. To help educate government officials on the Act requirements, each elected or appointed member of a governing body must take at least one hour of training in the TOMA. The training must be completed no later than 90 days after the member takes the oath of office or assumes the responsibilities of the office.

The Attorney General’s Office allows the requirement to be met in at least two ways:

- 1) A video is available to view online on the Attorney General’s webpage concerning open government.
- 2) Certification of other entities such as the Texas Municipal League, to provide the training.

The training needs to be conducted in coordination with the City Secretary who is responsible for certifying that all elected and appointed officials are in compliance with the requirements under TOMA.

l) Format of Meetings

The City Council, City Boards, Commissions, Committee, EDC, LGC, TIRZ or Task Force will follow Robert’s Rules of Order in conducting public meetings. The presiding officer will use the following guidelines when addressing each agenda item.

- 1) Announce the item. The presiding officer should clearly announce the item number and read the entire item as listed on the agenda.
- 2) Receive a Report. The staff or Council Member who was responsible for adding the item to the agenda should provide background information or a report so the governmental body has a clear understanding of the item.
- 3) Receive Citizen Input. If any citizens have signed-up to speak on the item, they should be given an opportunity to speak. They may speak either before or after the staff report is given.
- 4) Allow Discussion. The presiding officer invites members of the Council, Board, Commission, Committee, EDC, LGC, or TIRZ to discuss the item or ask any questions of staff. Each Member will speak in turn until all members of the governing body have had a chance to speak, unless otherwise allowed-for under

Robert's Rules of Order. The presiding officer will rotate which member speaks first from item to item.

- 5) Make Motions. Once all members have had an opportunity to speak, the presiding officer will accept any motions and allow for discussions on the motion, following the same procedure as above. The presiding officer will repeat the motion (with any amendments) and call for a vote.
- 6) Voting. The vote will be recorded by the City Secretary and will be announced by the presiding officer.
- 7) The City Attorney (or another person designated by the City Council) shall serve as parliamentarian for City Council meetings and shall ensure Robert's Rules of Order are followed.

m) Use of Digital Media During the Meeting

The City Council is prohibited from using text messages, e-mail, social media posts or other means of electronic messaging during a public meeting except in cases where they are being notified of something of a personal nature, or are being forwarded information by city staff regarding an item under consideration. The use of such messaging could constitute a violation of the TOMA.

n) Violations of Protocols

Any Council Member may be disciplined for violation of this Protocol Policy, or if a Council Member acts in a manner that causes embarrassment or disgrace to the City of Hutto.

For discipline to be considered, an item shall be placed on a City Council agenda by at least two members of City Council for discussion in Executive Session unless the Council Member requests the item to be heard in Open Session.

Such action may only take place after an Executive Session is held to discuss the offense. The offending member shall be present at the Executive Session to answer any questions asked by members of the City Council or make other statements as he or she may desire. If the offending member refuses to attend the Executive Session, the remaining members of the City Council may proceed in their absence, unless the Council Member requests the item to be heard in Open Session.

After discussion in executive session, the City Council may choose to discipline the offending member as follows, and if required by law, shall be made publicly in open session in accordance with TOMA:

- 1) No Action. The City Council chooses to take no action.
- 2) Private Censure. The City Council may choose to, leave their comments to the offending member left in the confines of Executive Session.
- 3) Assignments. Temporary removal from Committee or Liaison assignments for a specified period of time by supermajority vote.

- 4) Public Censure. The City Council may choose to publicly censure the offending member through a resolution passed by a supermajority vote and entered into the public record.

3 Financial Matters

a) Budget

The budget is the City's financial plan that presents the services to be provided to the community over the coming year and the funds necessary to perform these services. Hutto operates under a fiscal year that begins on October 1 and ends September 30. In early spring, staff begins the process of estimating anticipated revenues, identifying and evaluating potential expenditures and preparing a recommended budget. Special budget workshops will be scheduled with the Council throughout the summer, as needed, for the City Manager to present the recommended budget on or before August 15 of each fiscal year. Public hearings are typically held on the budget in August, with the Council considering the budget at a September Council meeting. For more information, please reference the City of Hutto Fiscal and Budgetary Policy.

b) Training and Education

There are training opportunities for council members offered by various organizations such as the Texas Municipal League and the National League of Cities. During the budget process, City Council Members are asked to submit a training plan for the upcoming year. The City Manager's Office will assist any council member with registration, travel arrangements and forms that are required by the Finance Department.

c) Travel and Reimbursement

City Council members shall follow the City's Travel and Reimbursement Policy that is outlined in the City of Hutto Employee Manual.

d) Council Campaign Disclosures

Generally, candidates and officeholders are required to file reports of contributions and expenditures by January 15 and July 15 of each year. The reports filed on these dates are known as semiannual reports. These reports must be filed even if there is no activity to report for the period covered. (<https://www.ethics.state.tx.us/data/forms/coh/coh.pdf>).

An "Appointment of a Campaign Treasurer by a Candidate Form" (Form CTA) must be filed with City Secretary before accepting contributions or making expenditures (<https://www.ethics.state.tx.us/data/forms/coh/cta.pdf>). It is recommended that this

form be filed at the time the candidate application is filed. A candidate that does not intend to accept more than \$940 (or other amount designated by the Texas Ethics Commission) in political contributions or make more than \$940 (or other amount designated by the Texas Ethics Commission) in political expenditures should sign page 2 of the form declaring “Modified Reporting” thereby eliminating the election reporting requirements, January 15 and July 15.

More information regarding campaign financial disclosures can be found at www.ethics.state.tx.us/resources/cf/

4 Ethics

a) Conflicts of Interest

- 1) No city official or appointee shall intentionally or knowingly disclose any confidential information gained by reason of said official’s or appointee’s position concerning the property, operations, policies or affairs of the city, or use such confidential information for the pecuniary gain of said official or appointee, or others.
- 2) No city official or appointee shall intentionally or knowingly use one’s official position or city-owned facilities, equipment, or supplies for the pecuniary gain or advantage of said official or appointee, or use city-owned vehicles, printing facilities, postage facilities or long-distance telephone service for personal reasons, for pecuniary gain or advantage, or in any political campaign.
- 3) Except as otherwise specifically authorized by ordinance, no city official or appointee shall intentionally or knowingly appear before the body of which the official is a member while representing himself, or any other person, group, association, interest, or business entity.
- 4) No city official or appointee shall intentionally or knowingly represent directly or indirectly any private person, group, or interest other than himself or a family member before any department, agency, commission or board of the city for economic benefit or pecuniary gain.
- 5) No city official or appointee shall vote on or participate in any decision-making process if the official or appointee has a direct financial interest in the outcome of the matter under consideration. No city official or appointee shall vote on or participate in any decision-making process on any matter concerning real property or a business entity if the city official or appointee has a substantial interest in the business entity or real property.
- 6) None of the foregoing shall be construed to prohibit any city official or appointee from representing his interest in his owner-occupied homestead before the council,

board, commission or any department except for the body of which the official or appointee is a member.

- 7) In any action or proceeding in the municipal court of the city which was instituted by a city official or appointee in the course of official duties, no city official shall knowingly represent anyone other than himself or a family member. If a Council member elects to have a trial in municipal court, the city council, without the participation of the affected Council member, shall appoint a special judge to preside over the trial.
- 8) No city official or appointee shall act as a surety for any person or business entity that has any contract with the city, or on any bond required by the city for any city official or appointee.

b) Disclosure of Interest

- 1) If any city official or appointee has a substantial interest in any real property or business entity involved in any decision pending before the body of which the city official or appointee is a member, the city official or appointee shall not vote or otherwise participate in the consideration of the matter.
- 2) In the case of a city official or appointee, the city official or appointee shall publicly disclose, verbally or in writing, the nature and extent of such interest to the body on which the city official or appointee serves prior to any discussion or determination of the matter to be considered or immediately upon discovery of the conflict of interest. The statement of disclosure shall be included in the official minutes of the body.

c) Financial Disclosure

- 1) No later than April 30th of each year, each city official shall file a sworn financial disclosure statement with the City Secretary reflecting the financial situation of the city official as of December 31st of the previous year. Notwithstanding any other term or provision of these Council protocols, as used in this section:
 - a. The term “family member” shall include only the city official and the spouse and the minor children of the city official.
 - b. The term “substantial interest” shall include only the interests of the city official and the spouse and minor children of the city official.
- 2) A newly appointed city official shall file a sworn financial disclosure statement with the City Secretary within thirty (30) days from the date the position with the city is assumed. Said statement shall reflect the financial situation as of date of employment or appointment and for the previous twelve (12) months.
- 3) Each person required to file a financial disclosure statement shall do so on the PFS-LOCAL form designated by the Texas Ethics Commission, supplied by the City

Secretary.

- 4) The City Secretary shall maintain all financial disclosure statements required to be filed herein as public records and retain them for the period required by the Texas State Library and Archives Commission retention schedule GR1050-33, after which statements shall be destroyed.

d) Gifts

No city official or appointee shall intentionally or knowingly solicit or accept any contribution, gift, or economic benefit with actual or constructive knowledge that same is:

- 1) Offered or given with intent to influence the judgment or discretion of such official; or
- 2) Given in consideration of the favorable exercise of such official's judgment or discretion in the past.

5 Communications

a) Correspondence To/From Council

The City Secretary receives and processes the City Council's incoming mail. All mail to the mayor and council members is reviewed and placed in the mailboxes located in the Council Executive Conference Room. All invitations are scanned and sent to the council members via email for action and the City Secretary will take care of confirming the members' attendance at an event and, if necessary, schedule the event on their calendar and post a potential quorum notice, in accordance with the TOMA.

All mail to the Mayor is opened and reviewed as to priority for response, copies needed for city staff and/or city council, notation of upcoming events, etc. All important letters addressed to the Mayor are copied to the Mayor and an original is kept in the official files in the City Secretary Office.

All needed responses to letters are coordinated between the Mayor, City Manager, and City Secretary.

b) Media Relations

The media frequently contacts council members for information and quotes. The Mayor is the designated representative of the Council to present and speak on the official city position. If the media contacts an individual council member, the council member should be clear about whether their comments represent the official City position or a personal viewpoint.

Below are three things to remember when dealing with the press.

- 1) Never go “off the record”
- 2) Choose words carefully and cautiously
- 3) Remember the media lives by tight deadlines

All official city statements that will be sent out as a press release will go through the City Manager’s Office for distribution. The Public Information Officer maintains up-to-date

contact information for all local media outlets. In order to ensure that all media outlets are treated fairly, all news releases should be submitted to the Public Information Officer for review and distribution.

c) Social Media

Individuals are encouraged to positively promote the City and share information on their own social media websites. However, councilmembers along with board, commission , Committee, EDC, LGC, TIRZ or Task Force members should exercise caution when commenting or responding to other posts. Only factual information should be provided to city related topics as personal views may not reflect that of the entire Council, board or City. In addition, unless authorized by state law, you should carefully check to ensure that no other council members or board or commission members have responded on the same discussion thread to avoid a possible violation of the TOMA.

In general, responses should be referred to and handled by the City’s Public Information Officer (“PIO”). In certain circumstances, the City Manager, PIO, and/or Mayor may determine that it is appropriate for someone else to respond directly.

d) Public Information Act

Texas Government Code, Chapter 552, known as the Texas Public Information Act, requires that most City records, including those in the possession of council members, be open to the public for inspection.

“Public Records” are broadly defined under the act to include “the portion of all documents, writings, letters, memoranda, or other written materials which contain public information.” “Public information” includes “all information collected, assembled, or maintained by or for governmental bodies pursuant to law or ordinance or in connection with the transaction of official business.”

Certain information is specifically excluded from the requirements of the Texas Public Information Act. While the list of exempt materials is too long to recite here, it includes such items as working papers being used to draft ordinances or resolutions, certain personnel records, information that would, if released, give an advantage to bidders, documents protected because of attorney-client relationships, and documents related to pending or ongoing litigation.

Despite the narrow exemptions established in the law, its effect is to require that most of the written material used or produced by council members be made available upon request, to the news media and other members of the public. If it is felt that certain records are exempt from the requirements of the law, and there has been no previous determination that particular types of records are exempt, the City Secretary's Office will request an opinion from the Attorney General's Office, within the deadlines provided by the Texas Public Information Act.

If an Attorney General's opinion is requested, and the opinion subsequently holds that the information is public, and the City official has not released it, Section 552.324(b), Gov't Code, requires that a suit by a governmental body be brought no later than the 30th calendar day after the governmental body receives the decision it seeks to challenge. The City shall not appeal an Attorney General ruling without first receiving consent of the City Council.

The City of Hutto has designated the City Manager as the PIO in regard to the Public Information Act. Therefore, all requests made under the Public Information Act shall be directed to the City Manager.

Requests by Councilmembers in their official capacity

An official of the City who, in an official capacity, requests information held by the City does not act as a member of the public in doing so. Thus, the exceptions requiring public disclosure under the Act do not control the right of access of an official of the City to information maintained by the City. Accordingly, information may be released to City officials requesting the information in their official capacity in compliance with the following policy:

- 1) Requests for information from a city official must be submitted to the City Secretary and the City Manager in writing.
- 2) The City Secretary shall promptly provide notice of the request to the remaining members of the Council.
- 3) As soon as possible, but no later than ten (10) business days from the receipt of the request, the City Secretary will respond to the request from the city official with either copies of the requested information, notice that the information is available for inspection, or notice that the request will be added to the next council agenda for consideration and direction.
- 4) Information provided in response to a request by a member of the Council will be made available to all members of the Council, unless they waive their right to receive the specific material.
- 5) Members of the Council will not be charged for information sought in their official capacity.
- 6) Information that is protected by confidentiality laws and/or common law privacy laws that has no relationship to the transaction of official business, such as individuals' dates of birth, social security numbers and personal financial information, will be redacted prior to release.
- 7) The City Secretary will mark all information provided in response to a request from

a member of the Council as “Confidential – For Official Eyes Only.”

For more information regarding the Public Information Act, please refer to the City of Hutto Public Information Policy – Ordinance No. 2020-022.

e) Communication with City Staff

The City Council or its members shall deal with City officers and City employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the City Council nor its members shall give orders to any such officer or employee, either publicly or privately, except as otherwise provided in this Charter.

1) Information requests

A) The Mayor and Council Members may request information from City staff, especially while following-up to Council’s directives and concerns expressed by constituents, so long as such inquiries are not attempts to “deal with” or to “give orders” to City staff and, therefore, are consistent with the Charter.

1) These requests may relate to securing information or determining the status of work assigned in response to Council directives.

2) Such requests shall not be considered “management directives,” but, simply, legitimate information requests allowed by the Charter.

3) City staff members shall inform the City Manager of any such contacts.

4) If the City Manager or City staff members have questions about the propriety of providing information requested, they shall direct their concerns to the Mayor and Council for their decision, rather than decline to provide it.

2) Communication with City Staff

A) The City Manager shall assist the Mayor and Council Members in developing and implementing methods for facilitating communication and interaction with City staff members, especially department directors.

1) This may include scheduling presentations by department directors and their staffs to the Mayor and Council.

2) Such presentations shall be duly posted and may be scheduled before regular Council business meetings.

3) Department presentations may be combined with staff reports, constituent requests, and queries about the status of projects and responses to Council directives.

B. The Mayor and Council Members may interact freely and communicate with City staff members at town hall meetings, budget hearings, workshops, and committee meetings.

C. City staff members shall make every effort to facilitate cooperative efforts with the Mayor and Council Members to meet the needs of constituents.

6 General Policies and Documents

a) Technology and Equipment Use & Electronic Communications and Systems Access Use

City-issued Smart Phones

The City implemented electronic distribution of agendas, reports, budget documents, etc. In order to access and use such documents, a City-issued electronic smart phone will be provided for each Council member. City-issued electronic smart phones are for official City business only; personal use is prohibited.

The City does not pay for any accessories for any of the smart phones, such as cases, styluses, screen covers, personal applications, etc.

When Council members complete their term of office, all City-issued equipment shall be returned to the City Manager.

E-mail account

Each Council member is assigned an individual City e-mail address with the huttotx.gov domain. E-mails to the entire Council can be sent to citycouncil@huttotx.gov. The City's e-mail system shall be used for the communication and exchange of information related to City business. City e-mail may not be used for personal or political purposes.

Council members can access their e-mail from their computer, phone, iPad, etc. through a web-based client; IT staff will assist with the set-up.

There should be no expectation of privacy when using City e-mail.

Please note, Council members are subject to the City's Technology and Equipment Use Policy..

b) Political Activity

Council members have the right to endorse candidates for all Council seats or other elected offices. However, to mention endorsements during Council meetings or at other official city meetings may violate Texas election laws

c) City Charter

The City of Hutto Charter is a written document that establishes the basic governmental structure, form of government, corporate boundaries, and municipal powers. In this respect, it is similar to a state or national constitution. As such, amendments to the City

charter require an election and approval of the citizens of Hutto. The copy of the charter can be retrieved at www.huttotx.gov or in the City Secretary's Office.

d) Code of Ordinances

The City Code of Ordinances is the compilation of local laws that have been adopted and codified by the City Council. The City Code covers a wide range of areas, including taxes, court, environmental regulations, alcoholic beverages, business regulations, etc. Amendments to the City Code must be adopted by the Council. A copy of the code of ordinances can be found at www.huttotx.gov or in the City Secretary's Office.

e) Council Liaison Duties

The City Council may choose to designate a City Council member or Mayor as a liaison between the Council and a Board, Commission or Task Force. Appointments are made by vote of the Council.

Council Liaison duties and expectations for the board, commission or task force to which they are assigned:

- a. Liaisons should attend the meetings of the board, commission or task force whenever possible, but have no voting authority. Interactions should be limited to an advisory role.
- b. Liaisons are encouraged to become subject matter experts in the area to which they are assigned, becoming a resource to the other members of Council.
- c. The Liaison may also meet with the chair as well as the staff members assigned to support the board, commission or task force. These meetings should focus on helping to coordinate the work, get items on City Council agendas, or otherwise be their advocate to the rest of Council.
- d. Liaisons should take the opportunity at the beginning of each City Council meeting to report on activities of their assigned board, commission or task force that would be beneficial for the other members of Council to know about.

AGENDA ITEM REPORT

11.11.



To: City Council
Subject: Consideration and possible action on appointing a Mayor Pro Tem in accordance with Section 3.05 of the City Charter.
Meeting: Thursday, February 10, 2022
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

Section 3.05 of the Hutto City Charter provides, in part, if the City Council Member serving as Mayor Pro-Tem, resigns for any reason, is removed from office in any manner authorized by law, or a forfeiture of his or her office occurs, the City Council shall at the next regular City Council meeting after the office is declared vacant, elect a Mayor Pro-Tem. On January 20, 2022, the City Council accepted the resignation of former Mayor Pro-Tem Rose.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.12.



To: City Council
Subject: Presentation by Titan Development (Councilmember Villareal Salvo, Mayor Snyder)
Meeting: Thursday, February 10, 2022
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None