



City of Hutto

Agenda

City Council Meeting

Thursday, March 17, 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 - Women's History Month

- 6.1. A proclamation for the City of Hutto to celebrate women and declare March 2022 as "Women's History Month".

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 PRIOR to 4:00 pm on 3/17/22. 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 February 10, 2022, February 17, 2022, and February 24, 2022 City Council meeting minutes.
- 9.2. Consideration and possible action on Resolution R-2022-017 authorizing the City to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Hutto and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits. (Second reading)
- 9.3. Consideration and possible action on Resolution R-2022-024 authorizing the Interim City Manager to execute the authorized signer document for Enterprise Fleet Management; authorizing the listed individuals to sign lease agreements with Enterprise. (Angie Rios)
- 9.4. Consideration of a public hearing and possible action on Ordinance No. O-2022-008 approving a Specific Use Permit for the property known as 3250 Limmer Loop, to allow outdoor recreation facility use (UDC 10.304.6). (Ashley Lumpkin)
- 9.5. Consideration of a public hearing and possible action on Ordinance No. O-2022-006 approving a Specific Use Permit for the property known as 106 Taylor Street, to allow a medical office (dental) and associated parking. (Ashley Lumpkin)
- 9.6. Consideration and possible action on Resolution No. R-2022-023 accepting the infrastructure improvements for the subdivision known as Brooklands Subdivision, Section 5 (Padma Patla)

10. ORDINANCES

- 10.1. 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).

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. Consideration and possible action on Resolution No. R-2022-025 authorizing the City Manager to enter into an agreement for police overtime assignment services by Off Duty Management (Police Chief Jim Stuart)
- 11.3. Update on Downtown projects (Bob Farley, Kristi Robich)
- 11.4. Discussion and possible action to create a Business Board (Mayor Snyder)
- 11.5. Presentation and possible action regarding diversity and inclusion training. (Council Member Kinsey)

12. EXECUTIVE SESSION

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

- 12.1. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate pursuant to Texas Government Code Sections 551.087 and 551.072 regarding economic development negotiations in and around the Megasite and consideration and conveyance of assignment and assumption agreements conveying Option to Purchase Real Property Agreements to promote economic development.
- 12.2. Receive legal advice pursuant to Texas Government Code Section 551.071 in connection with *Longhorn Title Co. v. Preston Hollow Corporation, LLC et al*, pending in Williamson County District Court; *Preston Hollow Capital LLC v. Nuveen Asset Management LLC*, pending in the U.S. District Court for the Southern District of New York in connection with non-party discovery matters.
- 12.3. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 12.4. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to the Amended and Restated Utility Service Area Agreement between the City of Hutto, Texas and Jonah Water Special Utility District.
- 12.5. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to authorizing city staff to negotiate and execute Non-Disclosure Agreements on behalf of the City in relation to economic development projects with other entities.
- 12.6. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege and releasing to the public with certain redactions the results of the two investigations conducted by Sheila Gladstone and the City of Hutto into purported City Manager misconduct in 2019.
- 12.7. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege and releasing to the public with certain redactions the results of the two investigations conducted by Judy Osborn and McGinnis Lochridge into purported City Manager misconduct in 2017.
- 12.8. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to construction defects in the Brooklands Subdivision.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 13.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 and deliberations pursuant to Texas Government Code Sections 551.087 and 551.072 regarding economic development negotiations in and around the Megasite and consideration and conveyance of assignment and assumption agreements conveying Option to Purchase Real Property Agreements to promote economic development.
- 13.2. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 in connection with *Longhorn Title Co. v. Preston Hollow Corporation, LLC et al*, pending in Williamson County District Court; *Preston Hollow Capital LLC v. Nuveen Asset Management LLC*, pending in the U.S. District Court for the Southern District of New York in connection with non-party discovery matters.
- 13.3. 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.

- 13.4. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 relating to the Amended and Restated Utility Service Area Agreement between the City of Hutto, Texas and Jonah Water Special Utility District.
- 13.5. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 relating to authorizing city staff to negotiate and execute Non-Disclosure Agreements on behalf of the City in relation to economic development projects with other entities.
- 13.6. Consideration and possible action related to legal advice received pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege and releasing to the public with certain redactions the results of the two investigations conducted by Sheila Gladstone and the City of Hutto into purported City Manager misconduct in 2019.
- 13.7. Consideration and possible action related to legal advice received pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege and releasing to the public with certain redactions the results of the two investigations conducted by Judy Osborn and McGinnis Lochridge into purported City Manager misconduct in 2017.
- 13.8. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 relating to construction defects in the Brooklands Subdivision.

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 3/14/22 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.

WHEREAS, American women from all races, classes, and ethnicities have made historic contributions to the economic, cultural, spiritual, and political life that strengthen our nation, often in the face of discrimination and hardship; and

WHEREAS, courageous women have marched for and won the right to vote, campaigned against injustice, and shattered barriers, expanding opportunities for all people; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of our nation by constituting a significant portion of the labor force working inside and outside of the home;

WHEREAS, the first presidential proclamation of Women's History Week was declared in the United States in 1980 and authorized by the U.S. Congress a year later; and

WHEREAS, in 1987, this week was expanded to Women's History Month to celebrate the contributions of women from all races, classes, and ethnicities; and

WHEREAS, far too often, the heroic efforts of women have been overlooked or undervalued and their stories have gone untold, particularly among the millions of women from diverse communities who have strengthened America across every generation.

WHEREAS, the City of Hutto is strengthened and enriched by the contributions of the women in this community; and

WHEREAS, the City of Hutto rejects any discrimination through its values, policies, and practices; and

WHEREAS, the City of Hutto has made diversity, equity, and inclusion of all groups a priority and supports the continued work of the City's Diversity and Inclusion Commission to raise awareness and promote a community that embraces all of its citizens;

NOW, THEREFORE, I, Mike Snyder, Mayor of the City of Hutto, do hereby proclaim March 2022, as "Women's History Month" in the City of Hutto. The City makes this proclamation to celebrate women and to affirm the City's commitment to protect and serve everyone who resides in, works in, or visits the City of Hutto without discrimination and its belief in the dignity, equality, and rights of all people.

AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Consideration and possible action on approving the February 10, 2022, February 17, 2022, and February 24, 2022 City Council meeting minutes.
Meeting: Thursday, March 17, 2022
Department: City Secretary /
Staff Contact: Angela Walton

BACKGROUND INFORMATION:

Consideration and possible action on approving the February 10, 2022, February 17, 2022, and February 24, 2022 City Council meeting minutes.

SUMMARY OF REQUEST:

Approval of the February 10, 2022, February 17, 2022, and February 24, 2022 City Council meeting minutes.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 2.10.22 Minutes DRAFT
2. 2.17.22 Minutes DRAFT
3. 2.24.22 Minutes DRAFT



City of Hutto

MINUTES

City Council Meeting

Thursday, February 10, 2022 at 7:00 PM

City Council Chambers

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1. CALL SESSION TO ORDER: *7:00 PM*
2. ROLL CALL

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

Absent: None

Members of staff present: Issac Turner, Interim City Manager; Matt Wojnowski, Assistant City Manager; Stacy Schmitt, Assistant to City Manager; Angela Walton, Interim City Secretary; Padma Patla, Director of Engineering; Ashley Lumpkin, Executive Director of Business and Development, Dottie Palumbo, Legal Counsel, George Hyde, Legal Counsel, Angie Rios, Chief Financial Officer and Gracie Perez, Assistant City Secretary

3. INVOCATION - Led by Piet Van Waarde.
4. PLEDGE OF ALLEGIANCE
5. CITY MANAGER COMMENTS

5.1. General Comments from Isaac Turner, Interim City Manager

Mr. Mayor, Members of the Council, and Members of the Public- thank you for the opportunity to share a couple of items with you. We are very pleased that we have an Interim City Secretary that will be sworn in momentarily. We welcome Angela Walton to the city of Hutto and I look forward to working with her. She comes from California where she served as a Municipal Clerk. She also has a Master's of Business Administration and we're just excited to have her in this role and look forward to her helping us to do even better than what we're currently doing. Just personally, I also want to say thank you and welcome to Council Member Holland for her willingness to serve again. The Council broke her-- re-broke her back in again --which were January 28th and 29th Strategic Planning sessions-- that were two days. And I want to thank all of you for participating with that and to share with you that it's your next Council meeting, we will have

your pillars, your core values and expectations for you to formally adopt. So, thank you very much for spending that enormous amount of time working on those items on behalf of the Citizens of Hutto. Also, thank you to the staff members who worked very hard for this community during the ice storm, both in preparation for it as well as during the event itself. Particularly, I want to thank Police, Public Works and the Parks groups who are out on the streets. There was very good coordination for everyone's information, very good coordination with the County Office of Emergency Management--we certainly thank them and the Fire ESD. We all worked in coordination and that went extremely well. With that in mind, I would like to encourage citizens so that you get warnings during those events to sign up with WarnCentralTexas.org and you can receive emergency calls that will keep you up to date in the event of such an emergency. I look forward to my first celebration of World Hippo Day that I know you have a proclamation on it. I haven't had that privilege before, so I certainly look forward to that. And I will tell you your Library Director is extremely excited about the reaction to the extended library hours. We want to thank the public who has been so gracious to come out and take advantage of those hours and she's extremely grateful. We're glad to have the opportunity to spend more hours serving the Citizens and not have to close a library during lunch because of a shortage of staff. So, thank you, Council, and thank you Public for supporting that. At this time, I understand there's some swearing-ins that are supposed to happen, so I'll turn it back over to you, Mr. Mayor, and Judge Lucas.

6. PROCLAMATION – World Hippo Day

7. CITY COUNCIL COMMENTS

7.1. General Comments from City Council

Councilmember Peter Gordon

Mayor, I have one. It's a project or it's a cleanup effort that I think is of community interest. So, The Black Families of Hutto has arranged for the Journal of Texas Archaeology to come out to the Shiloh Black Cemetery sometime in the month of March to do what's called a Magnetometer. I don't know how you say that, but what they're trying to do is locate some unmarked graves. They've got roughly 150 graves out there, and only about a third of them are marked. And so, they're going to use this magnet machine that's going to try to detect whatever is underneath the ground. And so, in order to do that, they need help in cleaning up, getting everything cleared away from the land and marking it out, and making sure it's all ready for that. And so, on Saturday, February 19th, they're inviting the community to come out and help clean up. It's appropriate for all ages and all you really need is, you know, probably some closed-toe shoes and some gloves. If you've got some equipment to help clear some bushes and brushes out, you can do that too. But, we'd love to have you come. This project is posted on justserve.org and so I encourage you to go there, sign up so that they know how many people are going to be coming and be expected. And we really encourage you to come

out. So, if this is done on the 19th, then they will be able to schedule that group to come out and do that survey. So, I encourage the community to participate.

Councilmember Mandi Villarreal-Salvo

Coming off of what Councilmember Gordon just said. This month is Black History Month and we actually had the passing away of a local legend; Mr. Harold Kerley just passed away. And he will actually have the visitation and interment at the Shiloh Black Cemetery this weekend and the communities all have been invited to participate. It'll be in Taylor and then at the Hutto Cemetery afterwards this weekend. But you know, he was a big, big part of the Hutto legend and just his family being here in the community for many decades. In addition, there are a number of the families that are putting together different education opportunities for the community in regards to Black History Month, as well as our library. So, I definitely recommend the community coming out and looking at some of the literature-- asking questions. Just yesterday Lead Hutto had our second class and it was at the Tegmen Farmhouse --historic Tegmen house, here in Hutto. And our historian, Mr.--Former Mayor--Mike Fowler, actually, gave some talks about--our first settler that we have, Mr. Adam Orgain and talked about just some of the unfortunate history that we have here in Hutto. And I think it's a poignant time for us to reflect on Hutto's history, especially this month, and I look forward to opportunities for us to talk more in-depth about that --at some of the events that will be held later. This past week, this past weekend was the Hutto Resource Centers Super Bowl. I know a number of Council was there. Lots of members in the community. It was a great event. It was their Fourth Annual. And then the Hutto Resource Center and all of the coalition --it's called CIA-- Community and Impact--they are doing a March on Hutto event for Amplify Day Of Giving, and that's on March 2nd, it's going to be at Stockade Kitchen, so there'll be more information coming out about that. But yeah, good things going on in the community all of the time.

Councilmember Robin Sutton

I do have one. I just want to--you know, thank the staff for the month of January and what they endured here in City Hall, as a nation, and as a city, we were all impacted by COVID significantly. It was not a very fun Christmas or New Year's for a lot of people. I just want to say in City Hall there were 41 confirmed cases. So, if you weren't able to get the services that you were needing or looking for I just, you know, I just want to let the public know that and I do want to applaud all the people who stepped up into jobs that maybe they weren't hired to do. Thank you.

Mayor Mike Snyder

So I'd like to thank Misty from the Hutto Flower Market for these flower arrangements. They feature the Orange Crush Daylily and that is the Hutto flower. And so with Misty's help, we're able to kind of further the National Hutto Hippo Day coming up.

- 7.2. Council Commission Liaison Reports.
- Councilmember Villarreal Salvo reported on Parks Advisory Board and Capital Area Council of Governments.
 - Councilmember Sutton reported on the Historic Preservation Committee.
 - Councilmember Gordon reported on the Communications Task Force.
 - Mayor Snyder reported on the Economic Development Corporation.
 - Councilmember Kinsey reported on the Diversity and Inclusion Commission and ADA Task Force.

8. PUBLIC COMMENTS

- Brian Byrd, Titan Development
- James Weaver
- Roberto Vasquez

9. CONSENT AGENDA ITEMS

Mayor Snyder requested moving Item 9.3 out of consent, moving 11.8 to consent agenda, and moved Items 11.5 and 11.9 up in the agenda.

- 11.5. Staff updates on park improvement projects. (Jeff White) *No action.*
- 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). *Tabled/No action taken.*
- 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.
- 9.4 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)
- 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)

Motion to approve was made by Councilmember Villarreal Salvo, seconded by Councilmember Holland. Motion passed 7, 0.

Discussion on pulled item:

- 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).

Mayor Snyder requested a revision to this ordinance to include restrictive covenant language. Second reading tabled until revision is completed.

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)

Councilmember Villarreal Salvo made the motion to approve Resolution No. R-2022-008, and Councilmember Gordon seconded. Motion passed 7,0.

11. OTHER BUSINESS

- 11.1. Consideration and possible action regarding possible appointments, reappointments 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.

Randel Clark, Chairman of Zoning Board of Adjustment, reported that there are two vacancies on the Board.

Councilmember Gordon of the Nominating Committee made the motion to appoint Lacy Ranson Hudson to the Diversity and Inclusion Commission, and Councilmember Holland seconded. Motion passed 7,0.

- 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)
No action.

- 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). *No action.*

- 11.4. Presentation of Hutto's Development Trends. (Ashley Lumpkin) *No action.*

- 11.6 Update on Weather Winterization. (Padma Patla) *No action.*

- 11.7 Discussion regarding Texas State Technical College (TSTC) interlocal agreement and appointment of committee. (Isaac Turner)

Councilmember Thornton, Councilmember Kinsey and Councilmember Holland volunteered to sit on this committee.

- 11.10 Discussion and possible action to add a nomination process to Council Protocols. (Councilmember Thornton, Mayor Snyder)

City Council briefly discussed adding a nomination process to protocols to be discussed at a future meeting.

- 11.11 Consideration and possible action on appointing a Mayor Pro Tem in accordance with Section 3.05 of the City Charter.

Mayor Snyder called for nominations from each Councilmember:

Councilmember Sutton nominated Councilmember Holland

Councilmember Thornton – none

Councilmember Villarreal Salvo – none

Councilmember Gordon – none

Councilmember Kinsey nominated Councilmember Gordon

Councilmember Holland nominated Councilmember Thornton

Mayor Snyder nominated Councilmember Thornton

Mayor Snyder called for the Vote:

<i>Councilmember Holland:</i>	<i>Thornton</i>
<i>Councilmember Kinsey:</i>	<i>Gordon</i>
<i>Councilmember Gordon:</i>	<i>Gordon</i>
<i>Councilmember Villarreal Salvo:</i>	<i>Gordon</i>
<i>Councilmember Thornton:</i>	<i>Thornton</i>
<i>Councilmember Sutton:</i>	<i>Holland</i>
<i>Mayor Snyder:</i>	<i>Thornton</i>

Councilmember Sutton made the motion to approve Councilmember Thornton as the Mayor Pro Tem, and Councilmember Gordon seconded. Motion passed 5, 2.

- 11.12 Presentation by Titan Development (Councilmember Villareal Salvo, Mayor Snyder)
Brian Byrd made a brief presentation to City Council. No action.
12. EXECUTIVE SESSION: *12:18 AM*
 - 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: *1:57 AM*
 - 13.1. Consideration and possible action on legal advice received pursuant to Texas Government Code Section 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests. *No action taken.*

- 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. *No action taken.*
- 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. *No action taken.*
- 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. *No action taken.*
- 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. *No action taken.*
14. ADJOURNMENT: *1:59 AM*

ATTEST:

Mike Snyder, Mayor

Angela Walton, Interim City Secretary



City of Hutto

MINUTES

City Council Meeting

Thursday, February 17, 2022 at 7:00 PM

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1. CALL SESSION TO ORDER: *7:00 PM*
2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Robin Sutton, Councilmember Mandi Villarreal Salvo, Mayor Pro Tem Dan Thornton, Councilmember Krystal Kinsey, Councilmember Debbie Holland and Councilmember Peter Gordon.

Absent: None

Members of staff present: Issac Turner, Interim City Manager; Matt Wojnowski, Assistant City Manager; Stacy Schmitt, Assistant to City Manager; Angela Walton, Interim City Secretary; Padma Patla, Director of Engineering; Ashley Lumpkin, Executive Director of Business and Development, Dottie Palumbo, Legal Counsel, George Hyde, Legal Counsel, Angie Rios, Chief Financial Officer and Gracie Perez, Assistant City Secretary

3. INVOCATION - Led by Phillip Anelli
4. PLEDGE OF ALLEGIANCE
5. CITY MANAGER COMMENTS
 - 5.1. General Comments from Isaac Turner, Interim City Manager
Mr. Mayor, Members of the Council, and Members of the public. Just three quick things; One, there will be a Special Called City Council meeting on February the 24th, beginning at 6:00 PM. There will be two items on there too: your consideration for a master plan for wastewater and masterplan agreement for water contracts. Also, on Monday is Presidents Day. City Hall offices will be closed. And thank you for the opportunity of letting me attend my first World Hippo Day. It was a blast.
6. PROCLAMATION – Black History Month 2022 – Mayor Snyder presented the proclamation to Chair Brian Thompson, Member Gina Chen and Member Tara Spoons of the Diversity & Inclusion Commission.

7. CITY COUNCIL COMMENTS

7.1. General Comments from City Council

Councilmember Robin Sutton:

I do have one. I just want to thank City Manager Turner for coming out to downtown Hutto on Friday afternoon. It was a beautiful day, beautiful weather. He had an opportunity to escape the building and meet some of the business owners down there and hear their concerns and maybe start conversations about what we as a city can do better to serve the downtown businesses and--and kind of start being more engaged. I think it was important to them and I know a lot of them have reached out and said they're really happy that you took the time to go down there and-- and buy some taffy. So anyway, I enjoyed the time of getting to know you better on a social level and kind of introduce you to the history of our downtown area and I look forward to the plans and the recommendations they made and how the city can come together and work with them to help promote their businesses more.

Councilmember Mandi Villarreal Salvo:

I just want to say thank you to our city staff for putting together an awesome Hippo Day. Thank you so much for all the work you did to make it a special day for the community to come out to City Hall and engage with one another. We had visitors that I was meeting from Pflugerville, Round Rock and Georgetown, so that was a nice draw for them and for working with the ISD drumline to get them here. People could hear them pretty far away and they thought it was super cool ---and then Happy Panini being here was also a really nice treat for everybody. So, it was just an awesome day with lots of great people here at City Hall. This morning we also had a Community In Action meeting, so, this is a coalition that's been formed for our nonprofits that are here in Hutto and spoke with Isaac today, as well as Stacy on just trying to help ou our nonprofit space-- like have a space and I'm really excited about the resource sharing. Councilmember Holland was also in attendance, and it was just really awesome to see all this sharing that's going on of resources in the community. You see that also with the women's networking group and all of the other groups that are meeting from week to week in the community, there's a lot of really awesome projects going on. So, if anybody has questions about getting involved in the nonprofit side, feel free to let me know and I'll get you all connected with them and--just again thank you to staff for a great week.

Councilmember Peter Gordon:

Yeah, I've just got a quick one. Last week I announced a project that the Black Families of Hutto is sponsoring out at the Shiloh Cemetery. There's

actually 2 Shiloh cemeteries in Hutto. So there's the Shiloh McCutcheon and then the Shiloh Black Cemetery and this is at the Shiloh Black Cemetery. It's a cemetery that was established in the 1800s during segregation, and there are roughly 200 burials in the cemetery, but only a third of them are marked, and so there's upwards of 100 to 150 burials that are not marked there. And so, they're doing a project to clean out and get rid of all of any metallic objects at all that are out there, because they're going to use a magnetometer that's gonna go down into the ground and look for those unmarked graves. And so they need everything off the surface. And so this Saturday from 9 to 2, they're asking for volunteers who would be willing to come out and just help clear the land and make sure it's clear. And then next week, during the week day, they're looking for a few volunteers to help mark out the grids. So, the team who comes in with a magnetometer can come in there and basically make sure they're not missing anything. So if anyone is interested in helping out, details are on the website justserve.org and if you punch in hutto's zip code, it'll be the first one that pops up and you can get more information in there. There's contact information for Black Families of Hutto and how you can serve and how you can help out. So just encourage the community get involved there.

Councilmember Debbie Holland:

I'd just like to tag off of Councilmember Villarreal Salvo on the meeting that was held this morning. There will be a sponsored fundraiser that is through Amplify Austin with Hutto Resource Center being the sort of the central Hutto fundraiser or organization that will be putting that together. It's going to be on March the 2nd from 4 to 7 at Stockade Kitchen, so we'd like to just invite everybody out, give you an opportunity to sort of see a lot of the nonprofits that are here in town and find out ways that you, as citizens, can help support those organizations. Thank you.

Mayor Mike Snyder:

I am looking for a second for an agenda item to go off of something Council Member Sutton brought up in terms of an agenda item coming up to discuss the possibility of forming a business board for downtown businesses and other boards. Anyone is interested in that item?

Mayor Pro Tem Dan Thornton:

I'll second that.

Mayor Mike Snyder:

Thank you, Sir.

- 7.2. Council Commission Liaison Reports.
 - Councilmember Kinsey reported on Diversity & Inclusion Commission.

- Mayor Snyder reported on the Economic Development Corporation.

8. PUBLIC COMMENT

- *None*

9. CONSENT AGENDA ITEMS

Mayor Snyder requested moving Items 11.2 and 11.3 to consent agenda. Motion was made by Councilmember Villarreal Salvo, seconded by Councilmember Kinsey.

Councilmember Sutton requesting pulling Item 9.2 from Consent Agenda for discussion.

9.1. Consideration and action on Resolution No. R-2022-013 approving an updated contract with ATS for third-party inspections within the City of Hutto. (Ashley Lumpkin)

11.2. Consideration and possible action on Resolution No. R-2022-014 authorizing the City Manager to execute the First Amended and Restated Agreement between the City of Hutto and ACDI Clawson Disposal, Inc., for collection and disposal of solid waste and recycling services, (Legal- C. Rosas-Grillet)

11.3. Consideration and possible action on Resolution No. R-2022-015 authorizing the City Manager to execute the Texas Subdivision Election and special District Release related to opioid-related claims against Endo/Par under the terms and conditions of the Endo/Par Texas Statewide Opioid Settlement Agreement. (Legal-C. Rosas-Grillet)

Mayor Pro Tem Thornton made the motion, Councilmember Gordon seconded the motion. The motion passed (7,0).

Discussion on pulled item:

9.2 Consideration and possible action on a modification to the Kassab firm's engagement agreement, modifying it to a flat fee, pending the Texas Attorney General's Office's approval of the contingent fee engagement agreement.

George Hyde provided the background for this item and a brief discussion ensued. Councilmember Gordon made the motion to approve this item, and Councilmember Sutton seconded. The motion passed 6,1. Councilmember Villarreal Salvo opposed.

10. ORDINANCES

10.1. An ordinance of the City of Hutto, Texas, amending the budget for the fiscal year October 1, 2021, through September 3, 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 (First Reading)

Councilmember Villarreal Salvo made the motion to approve, and Councilmember Gordon seconded. Motion passed 7,0.

11. RESOLUTIONS

- 11.1. Presentation of and possible action on Resolution No. R-2022-016 for the results from City Council Strategic Visioning Session (City Manager Turner)
 - a. Expectations
 - b. Core Values
 - c. Pillars (Goals)

Councilmember Sutton made the motion to approve Resolution No. R-2022-016, and Councilmember Villarreal Salvo seconded. Motion passed 7,0.

12. OTHER BUSINESS

- 12.1. Consideration and possible action regarding possible appointments, reappointments 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.

Councilmember Gordon made the motion to appoint Norman Daley to the Zoning Board of Adjustments and the Historic Preservation Commission, and Anthony DeFrancis to the Zoning Board of Adjustments, and Mayor Pro Tem Thornton seconded. Motion passed 7,0.

- 12.2. Discussion and possible action on Appeal from a denial of a Special Events Permit to Outlaw Nation in accordance with Section 1.07.090 of the Hutto Code of Ordinances. (Josh Brown)

Josh Brown of Outlaw Nation spoke to the City Council and made his appeal. Mayor Snyder made the motion to uphold the City Manager's original determination to deny the permit due to the incompleteness of Mr. Brown's application. Mayor Pro Tem Thornton seconded. Motion passed 7,0.

- 12.3. January Financial Report (Angie Rios) – *No action*
- 12.4. Quarterly Engineering Update (Ashley Lumpkin and Wade Benton) – *No action*
- 12.5. Update on Utilities Master Plan (Wade Benton) – *No action*
- 12.6. Update on Infrastructure Projects (Mayor Snyder) – *No action*

- 12.7 Presentation on Stromberg Development (Mayor Snyder, Mayor Pro Tem Thornton) – *No action*
13. EXECUTIVE SESSION: *10:00 PM*
- 13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 13.2 Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberation regarding economic development negotiations relation to economic development projects pursuant to Texas Government Code 552.087 to deliberate the offer of a financial or other incentive to potential business prospects.
- 13.3 Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to the Master Development Agreement for the Co-Op District date August 17, 2017, as amended, between the City of Hutto and MA Partners, LLC, and related agreements.
- 13.4 Receive legal advice pursuant to Texas Local Government Code Section 551.071 related to public infrastructure and the Second Amended and Restated Durango Farms Development Agreement.
- 13.5 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 and to 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.
- 13.6 Discussion regarding the prior expenditure of City long-term debt proceeds and any related action by the City in response thereto.
14. ACTION RELATIVE TO EXECUTIVE SESSION: *11:27 PM*
- 14.1. Consideration and possible action on legal advice received pursuant to Texas Government Code Section 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests. *No action taken.*
- 14.2 Consideration and possible action 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.*
- 14.3 Consider and possible action relating to legal advice received 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.*

- 14.4 Consideration and possible action relating to legal advice received pursuant to Texas Local Government Code Section 551.071 related to public infrastructure and the Second Amended and Restated Durango Farms Development Agreement. *No action taken.*
- 14.5 Consideration and possible action relating to legal advice received 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 and deliberations 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. *No action taken.*

Executive Session Item 13.6 - Discussion regarding the prior expenditure of City long-term debt proceeds and any related action by the City in response thereto.

Councilmember Sutton made the motion to approve Item 13.6, and Mayor Pro Tem Thornton seconded. Motion passed 7,0.

15. ADJOURNMENT: *11:34 PM*

ATTEST:

Mike Snyder, Mayor

Angela Walton, Interim City Secretary



City of Hutto

MINUTES

City Council Meeting

Thursday, February 24, 2022 at 6:00 PM

City Council Chambers

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

1. CALL SESSION TO ORDER: *6:01 PM*
2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Robin Sutton, Councilmember Mandi Villarreal Salvo, Mayor Pro Tem Dan Thornton, Councilmember Krystal Kinsey, Councilmember Debbie Holland and Councilmember Peter Gordon.

Absent: None

Members of staff present: Issac Turner, Interim City Manager; Matt Wojnowski, Assistant City Manager; Stacy Schmitt, Assistant to City Manager; Angela Walton, Interim City Secretary; Padma Patla, Director of Engineering, Wade Benton, Consultant, Ashley Lumpkin, Executive Director of Business and Development; Cristian Rosas-Grillet, Legal Counsel (by phone) and Gracie Perez, Assistant City Secretary

3. PLEDGE OF ALLEGIANCE
4. CITY MANAGER COMMENTS

- 4.1. General Comments from Isaac Turner, Interim City Manager
Council, due to the potential inclement weather, the City Hall will be opening at 10:00 o'clock tomorrow as we did today. That's all.

5. CITY COUNCIL COMMENTS

- 5.1. General Comments from City Council

Councilmember Mandi Villarreal Salvo

Just as everybody has probably been home today and has seen on the news what's going on in Ukraine and I'd like for, I hope people are praying and keeping the sovereignty of an entire nation in their hearts as we think about them as well as our troops have deployed yesterday from San Antonio and other places in the Community. I'm working with St. Patrick's Catholic Church to do a vigil next

week, so anybody that wants to come will be putting that information out to the community over the next few days.

Councilmember Peter Gordon

I'd just like to report back --last Saturday we had the clean-up event out of Shiloh Cemetery. Tons of people were there. I think we had way more people than we were expecting, probably 20 or 30 people. We got all the work done that we needed to get done. In fact, I think it was the Mayor who arranged for another dumpster to have dropped out there. We filled the one up way too fast and so we had another dumpster out there. So, I'd really like to thank Al Clawson Disposal for getting that out to us as well. And for the very successful turn out and, we're moving forward with the location of the unmarked graves. So great, great project.

6. PUBLIC COMMENT

- *None*

7. OTHER BUSINESS

- 7.1. Discussion and possible action to approve engineering services contract with Garver related to development of wastewater utility master plans. (Wade Benton)

Councilmember Sutton made the motion to approve contingent upon the passing of the second reading of the budget amendment, and Councilmember Gordon seconded. Motion passed 7,0.

- 7.2. Discussion and possible action to approve engineering services contract with Freese and Nichols related to development of water utility master plans. (Wade Benton)

Councilmember Holland made the motion to approve contingent upon the passing of the second reading of the budget amendment, and Councilmember Kinsey seconded. Motion passed 7,0.

8. EXECUTIVE SESSION: *No Executive Session*

9. ACTION RELATIVE TO EXECUTIVE SESSION: *None*

10. ADJOURNMENT: *6:41 PM*

ATTEST:

Mike Snyder, Mayor

Angela Walton, Interim City Secretary

AGENDA ITEM REPORT

9.2.



To: City Council

Subject: Consideration and possible action on Resolution R-2022-017 authorizing the City to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Hutto and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits. (Second reading)

Meeting: Thursday, March 17, 2022

Department: Legal /

Staff Contact:

BACKGROUND INFORMATION:

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of 178 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 178 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City's membership in ACSC.
- II. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents (\$0.05) per capita.

AGENDA ITEM REPORT

9.2.



III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to “*Atmos Cities Steering Committee*” and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

SUMMARY OF REQUEST:

Staff recommends the City Council approve the Resolution.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 20220211-Hutto-Res-ACSC 2022 Assessment-v1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY HUTTO, TEXAS,
AUTHORIZING CONTINUED PARTICIPATION WITH
THE ATMOS CITIES STEERING COMMITTEE; AND
AUTHORIZING THE PAYMENT OF FIVE CENTS PER
CAPITA TO THE ATMOS CITIES STEERING
COMMITTEE TO FUND REGULATORY AND RELATED
ACTIVITIES RELATED TO ATMOS ENERGY
CORPORATION**

WHEREAS, the City of Hutto is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Hutto and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2022 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney’s Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this the _____ day of _____, 2022, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Hutto, Texas.

Signature
Mayor

ATTEST:

Signature
City Secretary

APPROVED AS TO FORM:
City Attorney

By:_____

AGENDA ITEM REPORT

9.3.



To: City Council
Subject: Consideration and possible action on Resolution R-2022-024 authorizing the Interim City Manager to execute the authorized signer document for Enterprise Fleet Management; authorizing the listed individuals to sign lease agreements with Enterprise. (Angie Rios)
Meeting: Thursday, March 17, 2022
Department: Finance /
Staff Contact: Angie Rios

BACKGROUND INFORMATION:

The City leased ten vehicles from Enterprise Fleet Management five years ago, and these leases are approaching their expiration date.

SUMMARY OF REQUEST:

The City would like to negotiate new leases on new vehicles, but the previously authorized signers are no longer with the City. This document will authorize new signers who can negotiate new vehicle leases for the City.

STAFF REVIEW:

FINANCIAL IMPACT:

The City currently leases ten vehicles, and until new leases can be worked out, the cost differential is unknown. The City does have equity in the current leased vehicles that would be applied to new leases.

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Enterprise Authorized Signer form

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed Interim City Manager (Title) for City of Hutto (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Isaac Turner
Print Name

Matt Wojonowski
Print Name

Angie Rios
Print Name

Print Name

Print Name

Print Name

Interim City Manager
Title

Assistant City Manager
Title

Chief Financial Officer
Title

Title

Title

Title

are authorized and empowered on behalf of and in the name of this Company to execute Motor Vehicle with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Isaac Turner
Print Name

Signature

Date

Interim City Manager
Title

City of Hutto
Company Name

AGENDA ITEM REPORT

9.4.



To: Planning and Zoning Commission
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2022-008 approving a Specific Use Permit for the property known as 3250 Limmer Loop, to allow outdoor recreation facility use (UDC 10.304.6). (Ashley Lumpkin)
Meeting: Thursday, March 17, 2022
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

The property at 3250 Limmer Loop is zoned General Commercial (B-2) and is the home of Christ the Rock Church, built in 2020.

Adjacent Zoning and Uses:

WEST: B-2, Vacant

NORTH: SF-1, Hutto Square

EAST: B-2, Vacant

SOUTH: SF-1, Hutto Square

SUMMARY OF REQUEST:

The applicant is working with the property owner to use a portion of their property to establish an outdoor gym and workout center. They propose utilizing two metal container structures for equipment storage and covered walkway with an outdoor surface for the workout area. The applicants have a similar establishment in the Round Rock ETJ. (picture attached)

A Specific Use Permit is required for outdoor recreation facilities in the General Commercial (B-2) district.

10.307.32 Outdoor recreation facility

10.307.32.1 Definition

Outdoor recreation facility: establishment providing facilities for guests for exercise, relaxation, amusement or sport, and amenities that are secondary to the recreational use, housed mostly outside of a structure. The term includes miniature golf courses, go-cart tracks, batting cages, bumper boats, and related recreational uses. Outdoor recreation facilities are not amusement parks. This term excludes facilities in athletic departments of schools, facilities of professional sports teams, public parks and playgrounds, and amenity and community centers.

10.307.32.2 Permitted locations: Outdoor recreation facilities are considered subject to specific use permit review in the B-2 district.

10.307.32.3 Conditions: Improvements or activity areas must be located at least 100 ft. from the

AGENDA ITEM REPORT

9.4.



boundary of any residential zoning district or lodging establishment.

The existing parking lot is approximately 195' from the closest residential fence line.

Outdoor recreation facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:

- Must be screened and buffered with masonry (stone, brick, decorative CMU, similar materials) walls to minimize their impact.
- May operate only between 9:00 AM and 9:00 PM.
- Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

STAFF REVIEW:

Staff sent notices to 82 adjacent property owners within 600' and to date has received two responses against the request.

Planning and Zoning Commission recommends approval of the Proposed SUP with the following conditions:

- Operating hours be Monday thru Friday 6 am – 9 pm, Saturday 8 am -12 pm, no Sunday.
- No parking on grass.
- Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.
- Must be located behind the front building line of the church, further north from the proposed location, even with the existing parking lot.

FINANCIAL IMPACT:

Not applicable to this request.

POLICY IMPLICATIONS:

Not applicable to this request.

ATTACHMENTS:

1. Object - Correa
2. Object- Brennan
3. SUP_Outdoor_Recreation_3250_Limmer_Loop

AGENDA ITEM REPORT

9.4.



-
4. 2022-01-03 16-36
 5. (Ord)Patriot Fitness SUP
 6. Patriot Gym Concept 1-4-22



**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE
PLANNING & ZONING COMMISSION ON: FEBRUARY 1, 2022
CITY COUNCIL ON: MARCH 3, 2022
MEETING LOCATION: 500 W. Live Oak Street – City Hall
MEETING TIMES: 7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **3250 Limmer Loop**, to allow outdoor recreation facility use (UDC 10.304.6).

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

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

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

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **3250 Limmer Loop**, to allow outdoor recreation facility use (UDC 10.304.6).

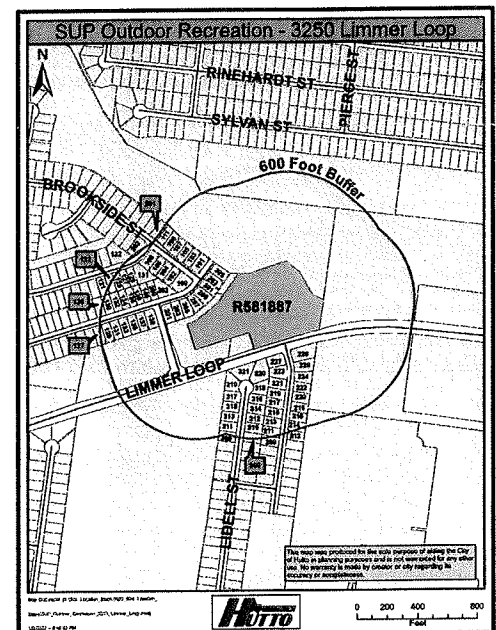
Name: Kimberly Correa
Address: 362 Liddell St. Hutto, TX 78634

☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE
PLANNING & ZONING COMMISSION ON: FEBRUARY 1, 2022
CITY COUNCIL ON: MARCH 3, 2022
MEETING LOCATION: 500 W. Live Oak Street – City Hall
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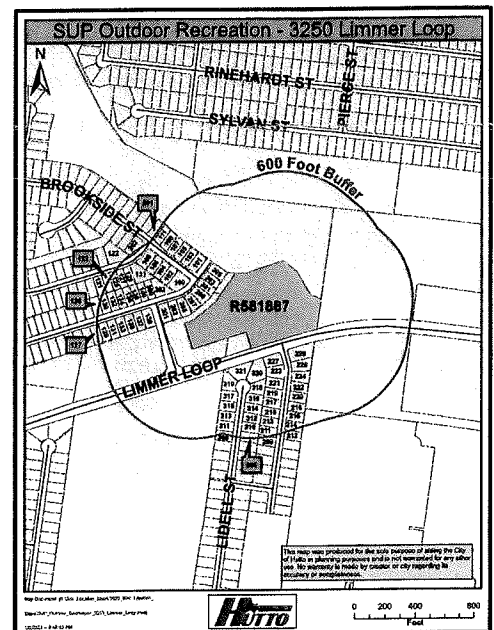
Name: Jennifer Brennan
Address: 312 Lidel St. Hutto, TX 78634

☐ I AM IN FAVOR

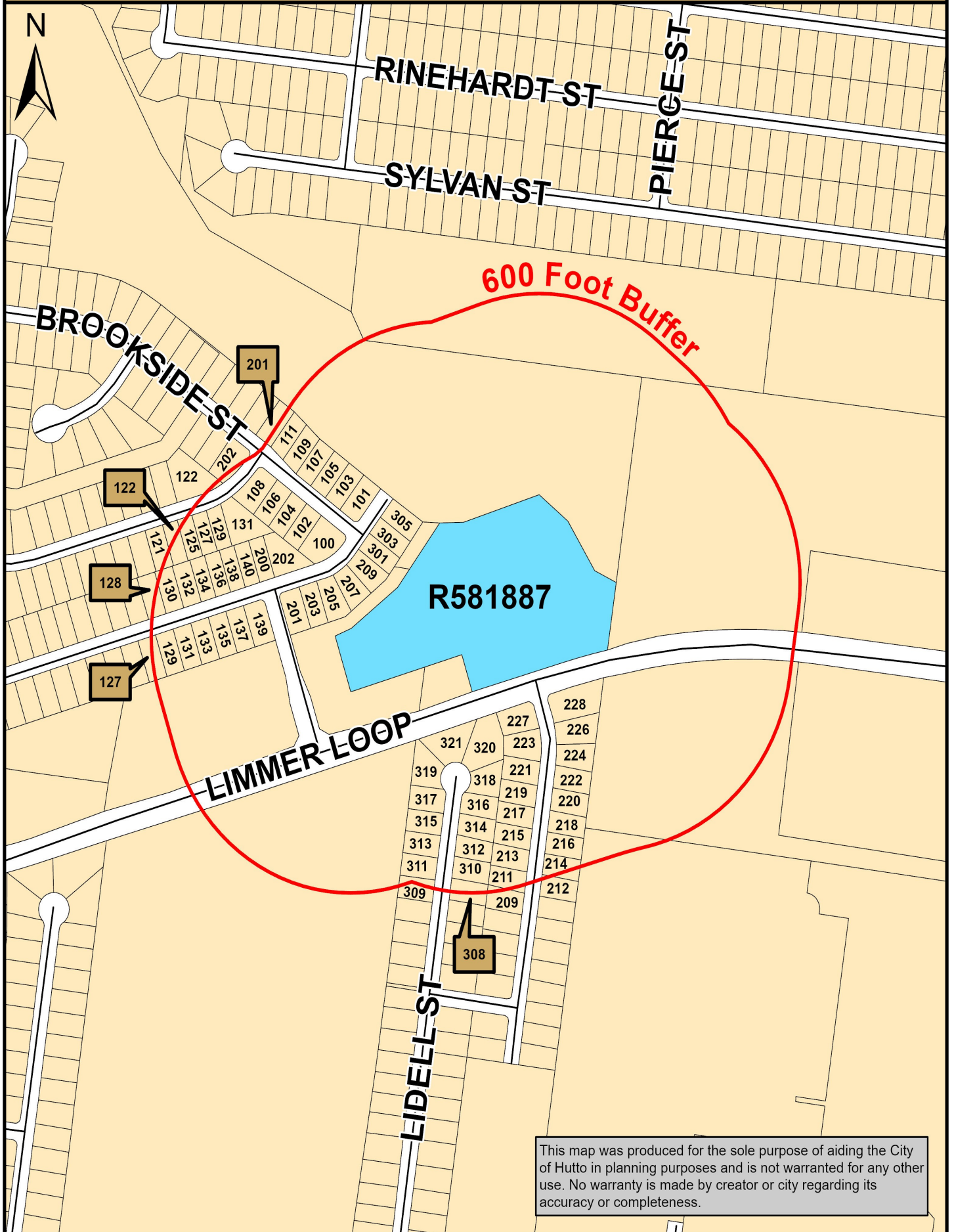
☒ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



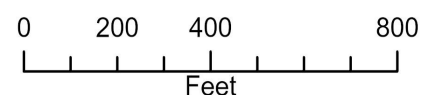
SUP Outdoor Recreation - 3250 Limmer Loop



Map Document: (K:\Site_Location_Maps\2022_Site_Location_

Maps\SUP_Outdoor_Recreation_3250_Limmer_Loop.mxd)

1/6/2022 -- 2:49:38 PM





MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

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
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Patriot Male Sports Performance APPLICATION TYPE Outdoor Fitness/Special Use

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

Name: Nick Sanowitz
Company Name: Patriot Male Sports Performance
Address: 905 Great Oaks Cv. Round Rock Tx 78681
Phone: 723-724-7043 Email: Nick@PatriotBoxing.com

PROPERTY INFORMATION

Address: 3250 Limmer Loop
Legal Description: Lot(s) _____ Block _____ Subdivision _____
Deed Reference: Volume _____ Page(s) _____ or Document No. _____
City Limits or ETJ: _____ Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: Pastor James Skorzewski
Company Name: Christ the Rock Lutheran Church
Address: 3250 Limmer Loop
Phone: (512) 966-9713 Email: pastorski@ctr-tx.net

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.

[Signature]
Property Owner Signature

James R. Skorzewski
Property Owner Printed Name

1/13/22
Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared James R. Skorzewski 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 3rd day of January, 2022 A.D.

[Signature]
Notary Public Signature

Kelli Brooke Daniel
Notary Public Printed Name



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



SPECIFIC USE PERMIT
APPLICATION

Must be accompanied by a
Master Application
May 2019

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: Patriot Made Sports Performance (Outdoor Fitness)

PROPERTY ADDRESS: 3250 Limmer Loop

Current zoning district: _____ Current Use: _____

Proposed Use: _____ Code reference for specific use permit requirement: _____

Current zoning: North of property: _____ South of property: _____

East of property: _____ West of property: _____

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

REQUIRED FOR SUBMITTAL

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

- ☒ Complete Master application and Specific Use Permit application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☒ Letter of intent explaining reason(s) for request.
- ☒ List of all property owners (from WCAD) within 200-ft of subject property.

REVIEW CRITERIA

- ☐ Uses requiring a specific use permit are listed in the permitted use tables of the UDC.
- ☐ Proposed use conforms to code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.
- ☐ Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- ☐ Site is a legal building lot.

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).
- ☐ Notification required 16 days prior to scheduled meeting date (mailed).
- ☐ All final documents related to commission 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	Check No.	Fees paid	PZ Mtg. date	CC Mtg. date

ORDINANCE NO. 2022-

**AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A
OURDOOR RECREATION FACILITY USE IN THE B-2 (GENERAL
COMMERCIAL DISTRICT) ZONING DISTRICT AT 3250 LIMMER LOOP,
BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”,
ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR
A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING
CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE
DATE.**

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow a warehouse use in the B-2 (General Commercial) zoning district at the property known as 3250 Limmer Loop, described in Exhibit “A”, being attached hereto and incorporated herein, and;

WHEREAS, on the 1st day of February, 2022, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 1st day of February, 2022, and;

WHEREAS, on the 3rd day of March 2022, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

1.

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

10.203.18.3 Criteria

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

10.203.18.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.
- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.18.6 Amendments

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

10.204.2 Effective date and expiration

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

2.

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

- Any future development, other than the use specified for this request, on the lot is required to obtain City Council approval prior to permitting.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **3rd** day of **March 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 first reading of ordinance this **3rd** day of **March 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

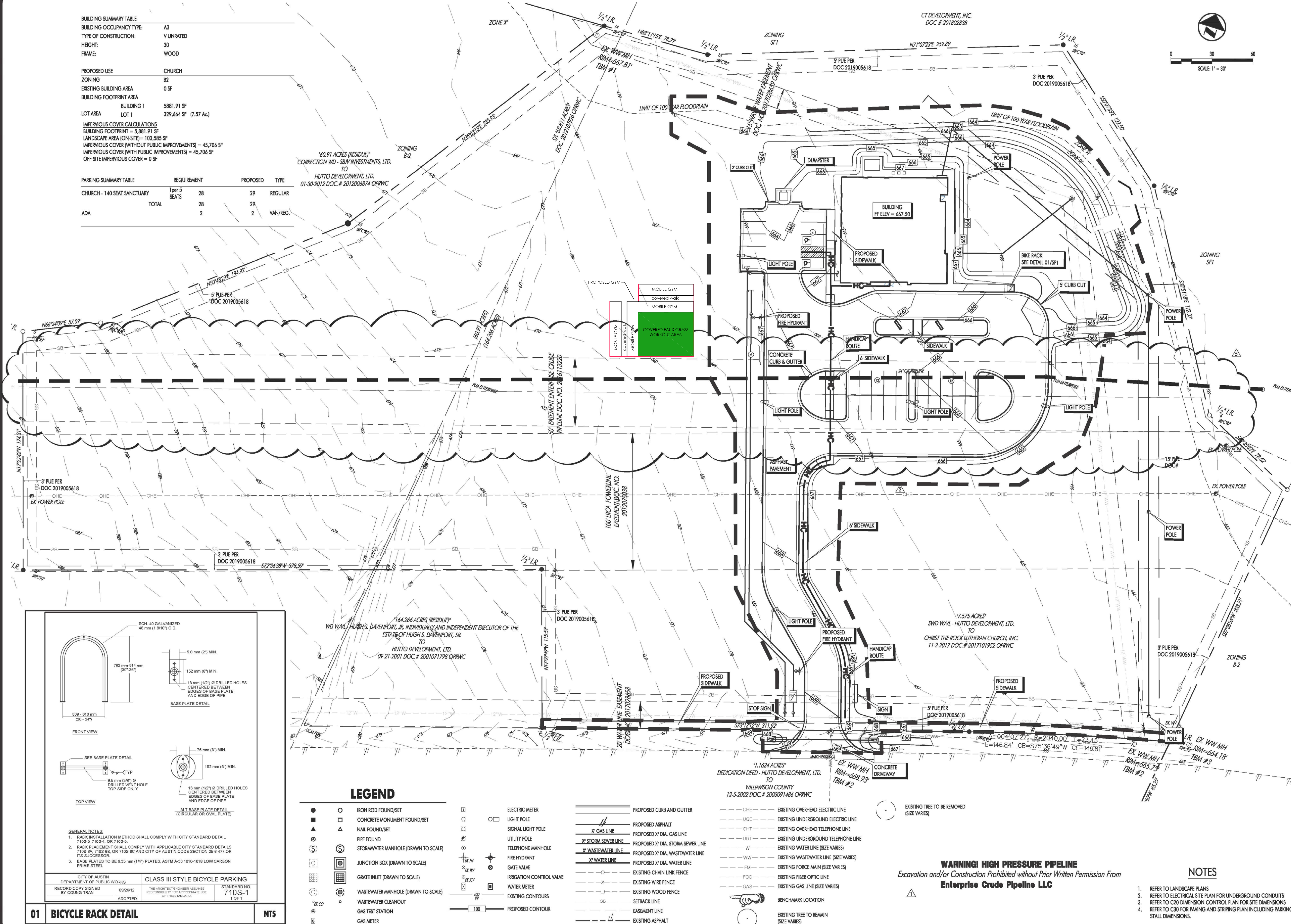
THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

, City Secretary

BUILDING SUMMARY TABLE				
BUILDING OCCUPANCY TYPE:		A3		
TYPE OF CONSTRUCTION:		V UNSTRATED		
HEIGHT:		30		
FRAME:		WOOD		
PROPOSED USE		CHURCH		
ZONING		B2		
EXISTING BUILDING AREA		0 SF		
BUILDING FOOTPRINT AREA				
LOT AREA	BUILDING 1	5881.91 SF		
	LOT 1	329,664 SF (7.57 Ac.)		
IMPERVIOUS COVER CALCULATIONS				
BUILDING FOOTPRINT = 5,881.91 SF				
LANDSCAPE AREA (ON-SITE) = 103,585 SF				
IMPERVIOUS COVER (WITHOUT PUBLIC IMPROVEMENTS) = 45,706 SF				
IMPERVIOUS COVER (WITH PUBLIC IMPROVEMENTS) = 45,706 SF				
OFF SITE IMPERVIOUS COVER = 0 SF				
PARKING SUMMARY TABLE		REQUIREMENT	PROPOSED	TYPE
CHURCH - 140 SEAT SANCTUARY		1 per 5 SEATS	29	REGULAR
TOTAL		28	29	
ADA		2	2	VAN/REG.




HAGOOD
ENGINEERING ASSOCIATES

900 E. Main Street
Riverside, CA 92504
Phone (951) 244-1516
Fax (951) 244-1010
www.hagood.com
TPEC Registration No. T-12709


TERRY R. HAGOOD
52966
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

Terry R. Hagood

THE SEAL AFFIXED ON THIS DOCUMENT WAS
RECOVERED BY TERRY HAGOOD, L.L.C.

TESTING WITNESS AND/OR REVIEWER WITHOUT THE
CORRESPONDING WORK OF THE ENGINEER AND
WITHOUT THE REVIEWER'S REVIEW OF THE RESULTS OF
THE TESTING REPRESENTS PRACTICE ACT.

JOB NO. 12-041-560 2019 P.USA, Inc.
DATE ISSUED: 11/04/2020
ISSUED FOR: CONSULTATION

**SITE DEVELOPMENT PLANS
CHRIST THE ROCK CHURCH
3250 LIMMER LOOP
HUTTO, TX 78634**

REVISONS	
N.O.	DESCRIPTION
1/	10/29/2019 ADD ENTERPRISE NOTE
2/	11/1/2019 ADJUST SITE PLAN DUE TO ENTERPRISE OIL PIPE LOCATION
3/	7/14/2020 ADJUSTED ENTERPRISE EASEMENT AND PIPE LOCATION BY SURVEY

SITE PLAN

SHEET NO.

SP1

05

SITE PLAN NO.

AGENDA ITEM REPORT

9.5.



To: Planning and Zoning Commission
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2022-006 approving a Specific Use Permit for the property known as 106 Taylor Street, to allow a medical office (dental) and associated parking. (Ashley Lumpkin)
Meeting: Thursday, March 17, 2022
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

This item was postponed from the February 3, 2022 City Council meeting that was canceled due to inclement weather. Because this item is a public hearing, the public hearing had to be posted again, thus the delay in bringing the project back to City Council for possible action.

The proposal consists of a one (1) acre parcel, more or less, in the City of Hutto Addition, Lot 5, Block G. The property is zoned Old Town 4 Transition (OT-4T). It was remodeled in 2017 and 2018 and has previously been converted into commercial space. A Specific Use Permit is required for medical offices.

WEST: OT-4T, Commercial Uses
NORTH: OT-3, Residential Property
EAST: OT-4T, Residential Property
SOUTH: OT-4T, Residential Property

SUMMARY OF REQUEST:

The property at 106 Taylor Street currently consists of a large historical home and gravel parking lot. The applicants propose to remodel the interior of the home to allow for a dental office. The existing gravel parking areas will also be required to be paved and striped in accordance with the UDC.

Staff sent notices to 82 adjacent property owners within 600' and to date has received one response in favor.

STAFF REVIEW:

Staff recommends approval of the Proposed SUP for medical office.

FINANCIAL IMPACT:

Not applicable to this request.

AGENDA ITEM REPORT

9.5.



POLICY IMPLICATIONS:

Not applicable to this request.

ATTACHMENTS:

1. Specific Use Permit Application
2. (Ord)Medical Office SUP
3. Letter of Zoning Change
4. Site Concept Plan
5. Plat Document
6. Photo 1
7. Photo 2
8. 106 Taylor Notification Map
9. Favor 12.20.21



**SPECIFIC USE PERMIT
APPLICATION**

Must be accompanied by a
Master Application
May 2019

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: Dental Office

PROPERTY ADDRESS: 106 Taylor Street Hutto, Texas 78634

Current zoning district: OT-4T Current Use: Renovated home

Proposed Use: Dental Office Code reference for specific use permit requirement: 10.304.6

Current zoning: North of property: OT-3 South of property: OT-4T
East of property: OT-4T West of property: OT-4T

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

REQUIRED FOR SUBMITTAL

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

- ☒ Complete Master application and Specific Use Permit application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☒ Letter of intent explaining reason(s) for request.
- ☒ List of all property owners (from WCAD) within 200-ft of subject property.

REVIEW CRITERIA

- ☒ Uses requiring a specific use permit are listed in the permitted use tables of the UDC.
- ☒ Proposed use conforms to code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.
- ☒ Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- ☒ Site is a legal building lot.

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).
- ☐ Notification required 16 days prior to scheduled meeting date (mailed).
- ☐ All final documents related to commission 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	Check No.	Fees paid	PZ Mtg. date	CC Mtg. date



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
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512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Dental Office APPLICATION TYPE Specific Use

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

Name: Jen Henderson, PE
Company Name: Henderson Professional Engineers
Address: 600 Round Rock West Drive, Suite 604 Round Rock, Texas 78681
Phone: 512.350.6228 Email: Jen@Hendersonpe.com

PROPERTY INFORMATION

Address: 106 Taylor Street Hutto, Texas 78634
Legal Description: Lot(s) 5 Block G Subdivision Hutto City of
Deed Reference: Volume _____ Page(s) _____ or Document No. 195409187G-1
City Limits or ETJ: City Limits Current Zoning District: OT-4T

PROPERTY OWNER INFORMATION

Name: _____
Company Name: _____
Address: _____
Phone: _____ Email: _____

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.

Property Owner Signature Property Owner Printed Name Date

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, 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 _____ day of _____, 20____ A.D.

Notary Public Signature Notary Public Printed Name

(Seal)

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



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
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512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Dental Office APPLICATION TYPE Specific Use

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

Name: Jen Henderson, PE
Company Name: Henderson Professional Engineers
Address: 600 Round Rock West Drive, Suite 604 Round Rock, Texas 78681
Phone: 512.350.6228 Email: Jen@Hendersonpe.com

PROPERTY INFORMATION

Address: 106 Taylor Street Hutto, Texas 78634
Legal Description: Lot(s) 5 Block G Subdivision Hutto City of
Deed Reference: Volume _____ Page(s) _____ or Document No. 195409187G-1
City Limits or ETJ: City Limits Current Zoning District: OT-4T

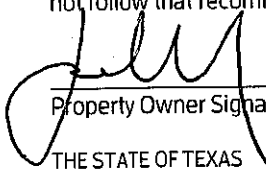
PROPERTY OWNER INFORMATION

Name: ROADKILL REAL ESTATE (DAVID MARTIN AND JUSTIN NELSON)
Company Name: ROADKILL REAL ESTATE
Address: 12 REDBUD TRAIL ROUND ROCK, TX 78665
Phone: 512.569.2909 Email: MARTIN.ENDODONTICS@GMAIL.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.


Property Owner Signature

Justin M. Nelson
Property Owner Printed Name

Nov 17, 2024
Date

THE STATE OF TEXAS

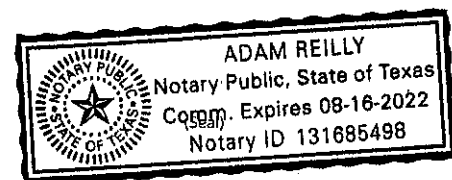
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared JUSTIN NELSON, 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 17th day of NOVEMBER, 20 24 A.D.


Notary Public Signature

ADAM REILLY
Notary Public Printed Name



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

ORDINANCE NO. 2022-006

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A DRIVE THROUGH IN THE OT-4T (OLD TOWN TRANSITION) ZONING DISTRICT AT 106 TAYLOR STREET, 1.0 ACRES, MORE OR LESS, OF LAND, CITY OF HUTTO ADDITION, LOT 5, BLOCK G, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow a drive through use in the OT-4T (Old Town Transition) zoning district at the property known as 106 Taylor Street, City of Hutto Addition, Lot 5, Block G , described in Exhibit “A”, being attached hereto and incorporated herein, and;

WHEREAS, on the 4th day of January, 2022, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 4th day of January, 2022, and;

WHEREAS, on the 3rd day of February 2022, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

1.

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

10.203.18.3 Criteria

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

10.203.18.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.
- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.18.6 Amendments

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

10.204.2 Effective date and expiration

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

2.

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

- Any future development, other than the use specified for this request, on the lot is required to obtain City Council approval prior to permitting.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **3rd** day of **February 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 first reading of ordinance this **3rd** day of **February 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

, City Secretary



November 16, 2021

City of Hutto
Development Services
500 W. Live Oak Street
Hutto, Texas 78634
512.759.3479
Planning@HuttoTX.Gov

RE: 106 Taylor Street - Specific Use Permit

To Whom It May Concern:

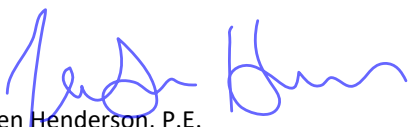
The City of Hutto Zoning Ordinance requires notification of all landowners within 200-feet of a property proposing a specific use permit. Please accept this letter as notification that the landowner, Roadkill Real Estate, LLC requests specific use for the property R357741, as indicated in blue below:



The current zoning of the property is OT-4T, and the future buyer of the property would like to operate a dental office within the renovated structure. The buyer does intend to remove and replace the sidewalk at Taylor Street and to enhance the parking area on-site.

Should you need additional information please do not hesitate to contact me at Jen@HendersonPE.com or at 512.350.6228.

Respectfully,


Jen Henderson, P.E.
President
Henderson Professional Engineers, LLC

JH/

Plotted by: Adam, Plot date: 2/21/2021
File name: h:\02_projects\2021\210906_roadkill_dentist\07_Sheet\WP1210906 SITE PLAN.dwg



- NOTES:
1. ALL EXISTING CONDITIONS DATA IS DERIVED FROM FREELY ACCESSIBLE GIS AND AERIAL DATA. A COMPLETE DESIGN SURVEY WILL NEED TO BE COMPLETED TO ENSURE THIS DESIGN LAYOUT IS ACCURATE AND CONFORMS APPLICABLE REGULATIONS.
 2. ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.

PROJECT NO. 210906

12/22/2021

DRAWN BY: JS

CHECKED BY: AR

APPROVED BY: JH

C01

THIS DOCUMENT IS PRELIMINARY. IT IS NOT TO BE USED FOR PERMIT PURPOSES.

REVIEW UNDER THE AUTHORITY OF:
JENNIFER L. HENDERSON,
P.E. 118893 2021
ON 04/21/2021
FOR PERMIT PURPOSES.

MASTER PLAN TO SERVE

ROADKILL DENTIST

106 TAYLOR STREET

HUTTO, TEXAS 78634

SITE PLAN

No.

1

2

3

4

5

REVISION

Henderson Professional Engineers

HPE

Civil Engineering

600 ROUND ROCK WEST DRIVE, SUITE 604

ROUND ROCK, TX 78661

512.350.6228

PLS FIRM #F-22208

www.hendersonpe.com

WB#210166 | HUT 1853873945300

CITY PROJECT NUMBER [CITY] PAGE 1 OF 3

RESOLUTION

BE IT RESOLVED by the City Council of the City of Hutto, Texas, that the attached revised map of the City of Hutto, Texas be approved and adopted, and be known hereafter as, "THE OFFICIAL REVISED MAP OF THE CITY OF HUTTO, TEXAS", and that same be filed for record and recorded in the deed or plat records of Williamson County, Texas.

The State of Texas)
 City of Hutto) I, Elgene Holmstrom, City Clerk
 County of Williamson) of the City of Hutto, Texas, do

hereby certify that the above and foregoing is a true and correct copy of a resolution passed by the City Council at it's regular meeting on April 6th, 1954 and same has been copied on the minutes of the said City and that the attached map is a true and correct copy of the original map.

WITNESS my official signature and the seal of the said City of Hutto, Texas, this the 7th day of April, 1954.

(Seal) ELGENE HOLMSTROM
 City Clerk.

0 - - - - - 0

Filed for Record Apr. 12, 1954, at 3:00 o'clock P.M.
 Recorded Apr. 14, 1954, at 8:30 o'clock A.M.

DICK CERVENKA, Clerk, County Court,
 Williamson County, Texas.

By Katharine Yearwood Deputy

MAYOR: R.L. ANDERSON
 COUNCILMEN: G.M. GAINER
 J.H. HOLMAN
 ROY O'REAR
 ANDREW SORENSON
 CLARENCE STROMBERG
 CITY CLERK: THEO. PEARSON
 1953-1954

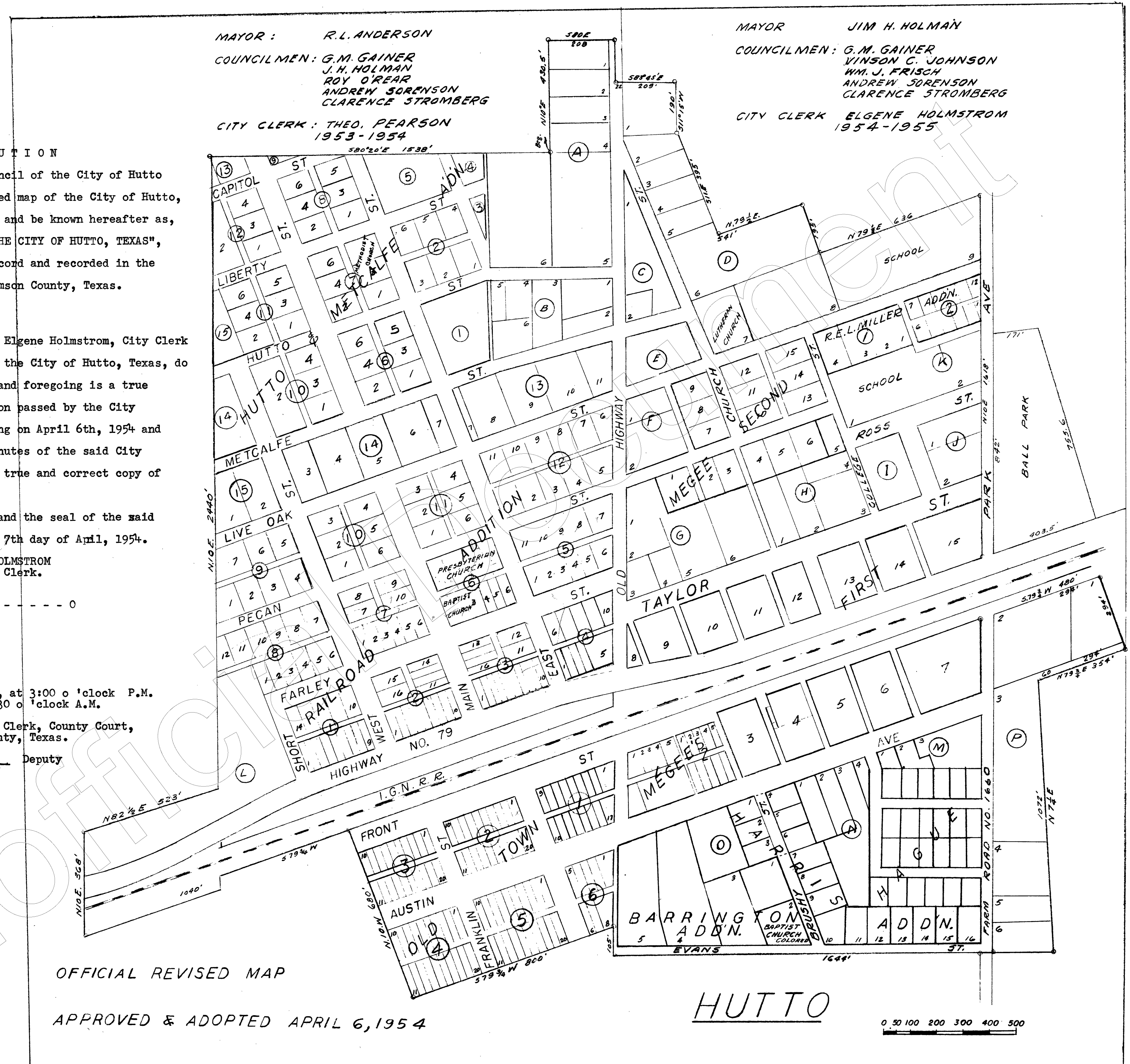
MAYOR JIM H. HOLMAN
 COUNCILMEN: G.M. GAINER
 VINSON C. JOHNSON
 WM. J. FRISCH
 ANDREW SORENSON
 CLARENCE STROMBERG
 CITY CLERK ELGENE HOLMSTROM
 1954-1955

OFFICIAL REVISED MAP

APPROVED & ADOPTED APRIL 6, 1954

HUTTO

0 50 100 200 300 400 500



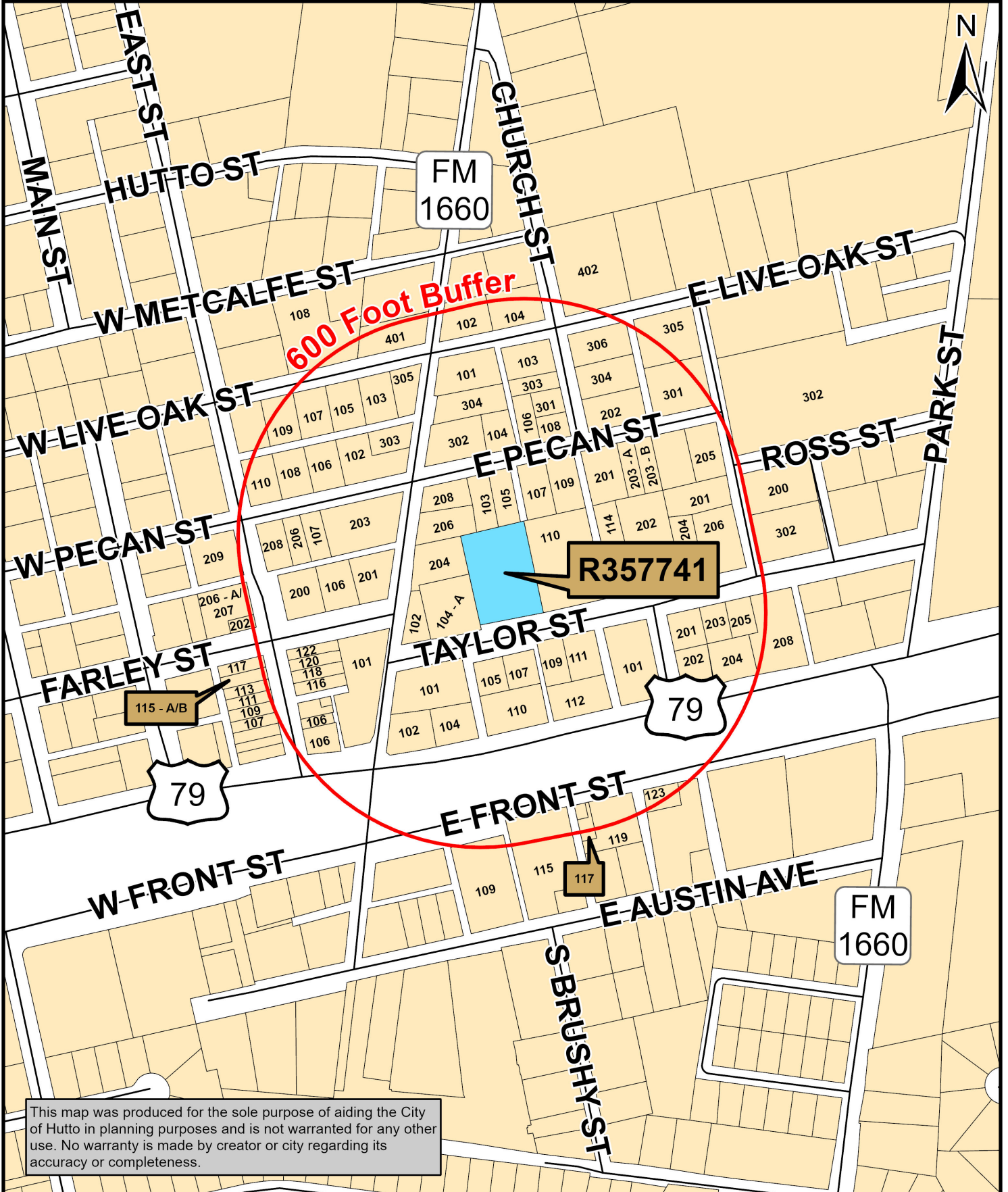
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106 Taylor Street - SUP



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.

Autumn Speer

From: Brad Williams <bkxmnr@yahoo.com>
Sent: Friday, December 17, 2021 8:54 PM
To: Planning
Subject: SURROUNDING PROPERTY OWNER'S RESPONSE

Re: 106 Taylor Street (UDC 10.304.6)

Public Hearing Date: JANUARY 4, 2022

John Williams, Janis Williams
202 E PECAN STREET
HUTTO, TX 78634

We are **IN FAVOR**

AGENDA ITEM REPORT

9.6.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-023 accepting the infrastructure improvements for the subdivision known as Brooklands Subdivision, Section 5 (Padma Patla)
Meeting: Thursday, March 17, 2022
Department: Public Works /
Staff Contact: Padma Patla

BACKGROUND INFORMATION:

Brooklands subdivision construction began in 2021 and is one of many phases of residential development. It is generally located east of CR 137 and South of 1660

SUMMARY OF REQUEST:

Brooklands subdivision is located east of CR 137 and south of 1660. The total construction cost of the subdivision is approximately \$3.5 M that consists of streets, sidewalks, water, sewer and drainage. The contractor used for this project is DNT Construction, LLC and the Engineer that designed the public infrastructure is Miller Gray. The City staff has conducted a final walk thru for inspection and reviewed the final paperwork.

STAFF REVIEW:

Public Works Staff has inspected the public infrastructure and reviewed the final paperwork

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

ATTACHMENTS:

1. Construction Summary
2. Engineers Concurrence letter
3. Final Cost & Quantities
4. Final subdivision project check list
5. Maintenance Bond
6. RESOLUTION DOCUMENT
7. TDLR Inspection

AGENDA ITEM REPORT

9.6.





PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: BROOKLANDS SECTION 5

FINAL ACCEPTANCE DATE: _____

INSPECTOR: TODD MEAKER

CONTRACTOR: DNT CONSTRUCTION

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$1,264,888.35

SIDEWALK IMPROVEMENT COST: \$109,340.00

SIDEWALK RAMP IMPROVEMENT COST: \$64,480.00

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: \$1,581,613.00

WATER IMPROVEMENT COST: \$427,010.00

WASTEWATER IMPROVEMENT COST: \$367,869.00

EROSION CONTROLS / RESTORATION COST: \$154,240.00

EXCAVATION: \$466,795.25

TOTAL IMPROVEMENT COST: \$4,436,235.60

PREPARED BY (DESIGN ENGINEER): MILLER GRAY, LLC.

CHECKED BY (CITY INSPECTOR): _____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
BROOKLANDS BOULEVARD			2/11	35	852	NO	NO
ASHBY DRIVE	BROOKLANDS	WINDGATE	2/8	31	1738	NO	NO
BASIL DRIVE	ASHBY	RAVENS CREST	2/8	31	400	NO	NO
BETHANY CREEK DRIVE	ROAMING	CR 163	2/8	31	1708	NO	NO
DOC JOHNS DRIVE	ALLEY AA	BETHANY CREEK	2/8	31	130	NO	NO
PULITZER DRIVE	ALLEY AA	BETHANY CREEK	2/8	31	93	NO	NO
RAVENS CREST DRIVE	BROOKLANDS	BETHANY CREEK	2/8	31	1063	NO	NO
ROAMING DRIVE	BETHANY CREEK	ASHBY	2/8	31	430	NO	NO
WINDGATE DRIVE	BETHANY CREEK	ASHBY	2/8	31	1041	NO	NO
ALLEYS	N/A	N/A	2/6	16	3774	NO	NO

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
BROOKLANDS BOULEVARD			7	1495	N/A	5
ASHBY DRIVE	BROOKLANDS	WINDGATE	5	120	N/A	10
BASIL DRIVE	ASHBY	RAVENS CREST	5	80	N/A	4
BETHANY CREEK DRIVE	ROAMING	CR 163	5	400	N/A	10
DOC JOHNS DRIVE	ALLEY AA	BETHANY CREEK	5	25	N/A	2
PULITZER DRIVE	ALLEY AA	BETHANY CREEK	5	40	N/A	2
RAVENS CREST DRIVE	BROOKLANDS	BETHANY CREEK	5	100	N/A	9
ROAMING DRIVE	BETHANY CREEK	ASHBY	5	50	N/A	5
WINDGATE DRIVE	BETHANY CREEK	ASHBY	5	100	N/A	5

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

2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

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

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

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

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

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

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

CONSTRUCTION SUMMARY FOR PONDS

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

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

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE	QTY	SIZE (L – FT)	TYPE ₁
18	RCP CLIII	2623	5	4	CONCRETE	43	10	CURB
24	RCP CLIII	1181	2	5	CONCRETE	13	4'X4'	GRATE
36	RCP CLIII	1028	8	6	CONCRETE			
48	RCP CLIII	424						
8'X4'	RCB	220						
6'X4'	RCB	1065						
5'X4'	RCB	150						
4'X4'	RCB	385						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
N/A	N/A	N/A	3	36"	SAFETY END TREATMENT
			1	8'X4'	TXDOT HEADWALL

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
1,768	10	3:1	DRY ROCK RIP RAP, D ₅₀ = 12", 24" THICKNESS

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

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
8"	AMERICAN RESILIENT WEDGE GATE VALVE	24	8"	DR-14	5,830	6" F.H. LEAD	AMERICAN B-84-B-5	10
AIR RELEASE								
SIZE	TYPE	NO.						
N/A	N/A	N/A						
			SERVICES INSTALLED					
			NO.	TYPE				
			30	SINGLE				
			47	DOUBLE				

REMARKS:

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
8"	SDR-26	4,018	17.79	CONCRETE	T: 1+57.93			BETHANY CREEK DRIVE
			17.43	CONCRETE	T: 2+12.87			BETHANY CREEK DRIVE
			17.38	CONCRETE	T: 3+04.02			BETHANY CREEK DRIVE
			15.82	CONCRETE	T: 4+74.02			BETHANY CREEK DRIVE
			12.53	CONCRETE	T: 7+74.02			BETHANY CREEK DRIVE
			12.70	CONCRETE	T: 8+85.02			RAVENS CREST DRIVE
			15.31	CONCRETE	T: 13+05.02			RAVENS CREST DRIVE
			15.23	CONCRETE	T: 16+95.11			RAVENS CREST DRIVE
			16.18	CONCRETE	U: 2+73.51			WINDGATE DRIVE
			11.49	CONCRETE	U: 7+14.83			WINDGATE DRIVE
			11.82	CONCRETE	U: 9+85.05			WINDGATE DRIVE
			10.55	CONCRETE	V: 3+53.42			ASHBY DRIVE
			7.41	CONCRETE	V: 6+16.83			ASHBY DRIVE
			10.49	CONCRETE	W: 4+95.25			ASHBY DRIVE
			8.62	CONCRETE	W: 8+66.00			ASHBY DRIVE
			6.17	CONCRETE	X: 1+68.00			ROAMING DRIVE
SERVICES INSTALLED								
NO.	TYPE – S / D		TYPE OF MANHOLE COATING: NATIONAL WORKS - SEWPERCOAT					
17	SINGLE							
53	DOUBLE							

REMARKS:

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

[illegible]

Page 8 of 8Page 67 of 139

February 7, 2022

Ning Zhang, P.E.
City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634

Re: **Brooklands Subdivision Section 5**
MPN# 1733-ENG
Engineer's Concurrence Letter

Dear Ms. Zhang:

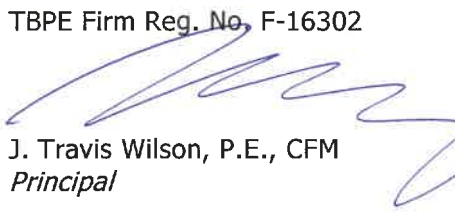
On January 28, 2022, I, J. Travis Wilson, P.E., the undersigned professional engineer, conducted a final visual inspection of the above-referenced site. Additionally, I have visited the site during construction and observed that the Section 5 Subdivision Improvements were constructed per the approved plans with insignificant deviation other than minor issues noted in the as-built drawings.

Please let me know if you have any questions or concerns.

Sincerely,

MillerGRAY

TBPE Firm Reg. No. F-16302


J. Travis Wilson, P.E., CFM
Principal



cc: Brett Corwin, Intermandeco

2/7/22

P:\00135 Intermandeco\003 Hutto, Brooklands\06_ENG\Documents\Brooklands Sec. 05 - Subdivision Construction Summary Closeout Docs\Sec5 Concurrence 20210207.docx

BROOKLANDS SECTION FIVE - SUBDIVISION IMPROVEMENTS

Final Cost & Quantities

MG Project No. 00135-003



Date: 1/24/2022

Design Completeness: 100%

By: RY

Item No.	Description	Qty	Unit	Unit Price	Total
Erosion & Sedimentation Controls (Section 5)					
1	P&P Bonds	1	LS	\$ 49,820.00	\$ 49,820.00
2	Construction Surveying	1	LS	\$ 5,000.00	\$ 5,000.00
3	Silt Fence (Limits of Construction)	5,850	LF	\$ 2.50	\$ 14,625.00
4	Stabilized Construction Entrance	1	EA	\$ 1,000.00	\$ 1,000.00
5	Re-vegetation - Hydromulch	20,935	SY	\$ 1.50	\$ 31,402.50
6	Curlex / Vegetation to Stabilize Channel Slopes (Channel A)	12,800	SY	\$ 3.25	\$ 41,600.00
7	Curlex / Vegetation to Stabilize Channel Slopes (Channel B)	1,900	SY	\$ 3.25	\$ 6,175.00
8	Storm Drain Inlet Protection	56	EA	\$ 70.00	\$ 3,920.00
9	Reveg Green Link Lots	465	LF	\$ 1.50	\$ 697.50
Erosion & Sedimentation Control Total					\$154,240.00
Excavation (Section 5)					
1	Clear & Grub	33	AC	\$ 650.00	\$ 21,450.00
2	Excavation / Cut	85,903	CY	\$ 3.00	\$ 257,709.00
3	Embankment / Fill (Excess material to Sec 4)	100,135	CY	\$ 1.75	\$ 175,236.25
4	Fill Testing	1	LS	\$ 12,400.00	\$ 12,400.00
Excavation Total					\$466,795.25
Water System (Section 5)					
1	Connect to Existing Service	3	EA	\$ 1,255.00	\$ 3,765.00
2	Pipe, 8-inch dia. DR14, PVC WL	5,830	LF	\$ 37.00	\$ 215,710.00
3	8" Gate Valve	24	EA	\$ 1,550.00	\$ 37,200.00
4	Connecting new single service connection, WL	30	EA	\$ 1,410.00	\$ 42,300.00
5	Connecting new double service connection, WL	47	EA	\$ 1,805.00	\$ 84,835.00
6	Fire Hydrant Assembly	10	LS	\$ 4,320.00	\$ 43,200.00
Water System Total					\$427,010.00
Wastewater System (Section 5)					
1	Pipe, 8-inch dia. SDR-26 PVC WWL (6'-10' depth)	1,122	LF	\$ 28.00	\$ 31,416.00
2	Pipe, 8-inch dia. SDR-26 PVC WWL (10'-14' depth)	1,756	LF	\$ 33.00	\$ 57,948.00
3	Pipe, 8-inch dia. SDR-26 PVC WWL (14'+ depth)	1,140	LF	\$ 38.00	\$ 43,320.00
4	Wastewater Manhole, 4' dia.	12	EA	\$ 5,660.00	\$ 67,920.00

BROOKLANDS SECTION FIVE - SUBDIVISION IMPROVEMENTS

Final Cost & Quantities

MG Project No. 00135-003



Date: 1/24/2022

Design Completeness: 100%

By: RY

Item No.	Description	Qty	Unit	Unit Price	Total
5	Internal Drop Connection	2	EA	\$ 6,015.00	\$ 12,030.00
6	4' Drop Manhole	2	EA	\$ 6,650.00	\$ 13,300.00
7	Connecting new single service connection, WWL	17	EA	\$ 1,310.00	\$ 22,270.00
8	Connecting new double service connection, WWL	53	EA	\$ 1,805.00	\$ 95,665.00
9	16" Steel Casing	240	LF	\$ 100.00	\$ 24,000.00
Wastewater System Total					\$367,869.00

Drainage (Section 5)

1	18" RCP	2,623	LF	\$ 51.00	\$ 133,773.00
2	24" RCP	1,181	LF	\$ 58.00	\$ 68,498.00
3	36" RCP	1,028	LF	\$ 108.00	\$ 111,024.00
4	48" RCP	424	LF	\$ 152.00	\$ 64,448.00
5	Curb Inlets	43	EA	\$ 4,520.00	\$ 194,360.00
6	8' X 4' Box Culvert	220	LF	\$ 495.00	\$ 108,900.00
7	6' X 4' Box Culvert	1,065	LF	\$ 358.00	\$ 381,270.00
8	5' X 4' Box Culvert	150	LF	\$ 288.00	\$ 43,200.00
9	4' X 4' Box Culvert	385	LF	\$ 234.00	\$ 90,090.00
10	Parallel Wingwall Box Headwall and slope paving	1	EA	\$ 17,690.00	\$ 17,690.00
11	Storm Drain Manholes, 6' Box	8	EA	\$ 4,745.00	\$ 37,960.00
12	Storm Drain Manholes, 5' Box	2	EA	\$ 3,385.00	\$ 6,770.00
13	Storm Drain Manholes, 48" TEE	5	EA	\$ 1,665.00	\$ 8,325.00
14	Safety End Treatment (S.E.T.)	3	EA	\$ 2,505.00	\$ 7,515.00
15	4' X 4' Grate Inlets	13	EA	\$ 3,155.00	\$ 41,015.00
16	Rip Rap	1,490	SY	\$ 100.00	\$ 149,000.00
17	Concrete Trickle Channel, 5-Ft	1,570	LF	\$ 65.00	\$ 102,050.00
18	Camera Testing of Storm System	1	LS	\$ 15,725.00	\$ 15,725.00
Drainage Total					\$1,581,613.00

Roadway (Section 5)

1	2" HMA (Surface Course)(COLLECTOR)	3,060	SY	\$ 10.50	\$ 32,130.00
2	11" Limestone Base (2' Behind BOC)(COLLECTOR)	3,829	SY	\$ 13.45	\$ 51,500.05
3	Lime Stabilized Subgrade (2' Behind BOC)(COLLECTOR)	3,829	SY	\$ 6.50	\$ 24,888.50
4	2" HMA (Surface Course)(RESIDENTIAL)	19,499	SY	\$ 10.50	\$ 204,739.50
5	8" Limestone Base (2' Behind BOC)(RESIDENTIAL)	24,634	SY	\$ 10.95	\$ 269,742.30
6	Lime Stabilized Subgrade (2' Behind BOC)(RESIDENTIAL)	24,634	SY	\$ 6.50	\$ 160,121.00
7	2" HMA (Surface Course)(ALLEY)	4,372	SY	\$ 10.50	\$ 45,906.00
8	6" Limestone Base (2' Behind BOC)(ALLEY)	6,892	SY	\$ 8.25	\$ 56,859.00
9	Lime Stabilized Subgrade (2' Behind BOC)(ALLEY)	6,892	SY	\$ 6.50	\$ 44,798.00
10	18" Ribbon Curb	6,007	LF	\$ 12.00	\$ 72,084.00
11	24" Ribbon Curb	145	LF	\$ 15.00	\$ 2,175.00
12	24" Reinforced Concrete Curb/Gutter	12,782	LF	\$ 15.00	\$ 191,730.00
13	5' Concrete Sidewalk	915	LF	\$ 32.00	\$ 29,280.00

BROOKLANDS SECTION FIVE - SUBDIVISION IMPROVEMENTS

Final Cost & Quantities

MG Project No. 00135-003

MillerGRAY
Consulting. Engineering. Infrastructure.

Date: 1/24/2022

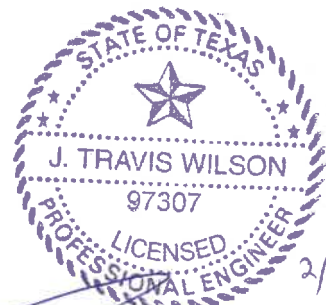
Design Completeness: 100%

By: RY

Item No.	Description	Qty	Unit	Unit Price	Total
14	7' Concrete Sidewalk	1,495	LF	\$ 38.00	\$ 56,810.00
15	ADA Ramp	52	EA	\$ 1,240.00	\$ 64,480.00
16	Alley Concrete Drives at Intersections	10	EA	\$ 2,000.00	\$ 20,000.00
17	Concrete Valley Gutters	11	EA	\$ 5,680.00	\$ 62,480.00
18	Barricades	10	EA	\$ 1,050.00	\$ 10,500.00
19	Street Signs & Pavement Striping	1	LS	\$ 10,650.00	\$ 10,650.00
20	Cluster Mailbox Pad (10' x 30')	1	EA	\$ 4,585.00	\$ 4,585.00
21	Green Link 10' Sidewalk	465	LS	\$ 50.00	\$ 23,250.00

Roadway Total \$1,438,708.35**Construction Total \$4,436,235.60**

NOTE: THE ABOVE FINAL COST AND QUANTITIES IS MADE BY AN ENGINEER, NOT
A PROFESSIONAL CONSTRUCTION ESTIMATOR OR CONTRACTOR.



2/7/2022

TBPE Firm No.
16302



FINAL SUBDIVISION / SITE PROJECT CHECKLIST

Date: 2/24/2022

Name of Project: Brooklands Section 5

Conditional / Final Acceptance Date: _____

Inspector's Name: Todd Meakur Job Number(s): _____

Note: All spaces need to be initialed by Inspector including N/A.

Tm 1. Project Construction Summary Date Received: 2/16/22

Tm 2. Engineer's Concurrence Letter Date Received: 2/16/22

Tm 3. Maintenance Bond(s) Date Received: 2/16/22

Tm 4. Final Cost & Quantities Date Received: 2/14/22

Tm 5. As-built Reproducible Plans Date Received: 2/24/22
(1-24"X36", pdf scan, ACAD Base Map files)

Tm 6. TDLR Inspection Report

Tm 7. Test Reports

☒ Manhole Test	☒ WW Low Air Pressure Test / Mandrel Test
☒ TV Test	☒ Valve & Hydrant Test
☒ Bacteriological Test	☒ Water Pressure Test

Tm 8. Punch List Date Completed: 2/23/22

Tm 9. No. of Lots for Subdivisions 134 Total Acres in Subdivision. 37.2227

Tm 10. Plans showing the location of installed Dry Utilities.

Comments: _____

Please initial: Tm Inspector, _____ Supervisor, _____ Administrative Assistant

Received by: _____

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800702M

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Hutto as Obligee, in the penal sum of Four Million Four Hundred Thirty Six Thousand Two Hundred Thirty Five and 60/100 (\$4,436,235.60) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with Brooklands Partners, LTD dated January 19, 2022 for Brooklands Section 5 Water, Wastewater, Drainage, Street, Sidewalk, and Channel Improvements, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

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

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

SIGNED, SEALED AND DATED THIS 20th day of January, 2022.

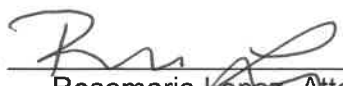
DNT Construction, LLC

Principal

By: 

Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 

Rosemarie Lopez, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



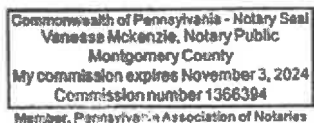
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of January, 2022.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

RESOLUTION NO. R-2022-xxx

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS BROOKLANDS SECTION 5; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Brooklands subdivision, Section 5, Residential subdivision have been constructed and are ready for acceptance, and;

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

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

WHEREAS, DNT Construction, LLC, submitted a warranty bond to cover the material and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS , hereby accepts the infrastructure improvements for Brooklands subdivision, Section 5

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **17th** day of **March, 2022**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTESTED:

Gracie Perez, City Secretary



January 14, 2022

Brett Corwin
Brooklands Partners Ltd.
P.O. Box 67649
Dallas, TX 75367

TDLR Project Number: TABS2020019644

PROJECT:

Brooklands Section 5
East Side of CR-137 approx. 3500' south of FM 1660
Hutto, TX 78634

INSPECTION COMPLETED – NO VIOLATIONS

Dear Brett:

We are pleased to inform you that the referenced facility has been inspected and found to be in *substantial compliance with provisions of the Texas Government Code, Chapter 469.*

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner up on receipt of a completed Notice of Substantial Compliance Request Form.

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

Please reference the TABS number in all future correspondence pertaining to this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Arturo Pinero".

Arturo Pinero, RAS #1551

cc: Miller Gray LLC

AGENDA ITEM REPORT

10.1.



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, March 17, 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

10.1.



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

10.1.



- 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. NorthStar Sample Calendar
3. Senior Transitions of Austin
4. Legal Description
5. NorthStar Hutto - Design Considerations_Operational Programming
6. Live Oak ROW Description
7. NorthStar Hutto - Statement of Intent and UDC Compliance 11.03.2021
8. NorthStar Hutto - Supporting Site Plan and Exhibits 11.03.2021
9. NorthStar Hutto Buffer Map
10. Adjacent Property Owner Response
11. NorthStarPUD(Ord)



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

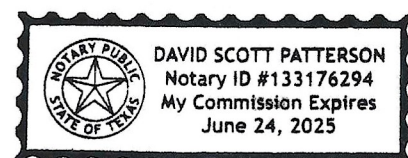
COUNTY OF Dallas

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.I2 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.I2.3.

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

Community INFORMATION

Welcome to Active Adult Living, NorthStar style. Opening Fall 2020, come home to your own personal oasis where you will enjoy an all-inclusive lifestyle featuring an active social calendar, healthy living, and resort-style amenities. Kick back and relax at our expansive pool and sundeck or sit in our luxurious hot tub. We didn't forget about your furry friends either, as they will enjoy a quarter-acre dog park equipped with plenty of shade for you to enjoy! After a long day of errands, stop by our culinary kitchen and pour yourself a glass of wine to take outside while you join the rest of your community in a game of pickleball or bocce ball. See why NorthStar is the place to call home!



Let our chef grill your protein to perfection at our Grill Master Event. Bring down your seasoned beef, chicken, fish, pork, or vegetables and our chef will grill it up.
March 20th at 6pm



Have your tech and smart device questions with our Tech class in March. All device questions are welcome!
March 12th at 11:30am



OUR RESIDENT'S SPECIAL ACTIVITIES
DO YOU HAVE AN ACTIVITY?
Let us Know! We have residents looking to form a Bridge Group, Cards Group, Book Club, Garden Club, Restaurant Group and More!
Please visit the office or send your requests to
info@fitcasa.com



Try your luck at bowling the perfect game at our Wii Bowling event. No experienced required, no heavy lifting. Stop in and bowl a game with friends!
March 12th at 1pm



Welcome Chef David to the community for a cooking demo featuring grilled fish tacos.
March 3rd at 11am



Joker & Chicken Foot
Tuesdays & Fridays at 6:30pm

Checkers & Chess
Thurs. Mar. 26th at 2:30pm

Bingo
Saturdays at 4pm

Bridge
Saturdays at 7pm

Bunco!
Mar. 26th at 7pm



STAY FIT

Chair Yoga
Monday Mornings at 9:30am
A Yoga class for All Levels!

Tap Dance
Wed. Mar. 4th & 18th at 11am
Tap Shoes Not Required

Silver Sneakers
Friday Mornings at 10am
Cardio & Strength Training

Move & Stretch
Sat. Mornings at 9:30am
Light Stretch Class for All!

Line Dancing
Sat. Mar. 14th & 28th at 3pm
All Levels Welcome!



Let's get crafty with a spring themed raft on Thursday, March 26th at 1pm in the Multipurpose Room. Please RSVP to ensure we have enough supplies.



Welcome

TO THE NEXT VIBRANT CHAPTER OF YOUR LIFE

Community Potluck

Please bring an appetizer, salad, side dish, entree, or dessert to our community potluck Friday, March 6th at 6pm. Non-alcoholic beverages and a specialty cocktail will be served. We have some serious chefs in the community; can't wait to see what everyone brings!

St. Patrick's Happy Hour

Wear your green and join us on Monday, March 16th for a festive St. Patrick's Happy Hour. Enjoy themed food and ice cold beer as we celebrate Irish style!

Birthday Celebration and Live Music

Get down with some great tunes, ice cold beverages, and sweet treats at our monthly Birthday Celebration and Live Music March 25th at 6pm!

Take and Bake Pizza

Create a Pizza masterpiece with our Take and Bake Pizza Night Tuesday, March 31st at 5pm! Grab a crust, add the sauce, cheese, and a selection of fresh toppings. Then, head home to bake. A hot, delicious, custom pizza in your home; yummy! RSVP is required to participate.

Quarter Bingo - Friday March 20th at 4pm

Get your pot of gold! Please bring quarters for a chance to win a big pot!



To RSVP for Events
Please Call (855) 398-2272



March 2020

(512) 591-4956
2211 Westinghouse Rd
Georgetown, TX 78626

In this ISSUE

- Let's Get Crafty
- Grill Master Time
- Cooking Class
- Let's Bowl
- Community Events



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 6:30pm Resident Social Hour (Resident Event)	2 9:30am Chair Yoga	3 3pm Chef David Cooking Class 6:30pm Joker and Chicken Foot - (Resident Event)	4 9:30am Donut Social 9:45am Garden Club Interest Discussion 10am Bocce Ball (Res. Event) 11am Tap Dance Class	5 1:30 & 6:30pm Movie Showing: To Kill A Mockingbird	6 10am Silver Sneakers Fitness 6pm Community Potluck 6:30pm Joker and Chicken Foot (Resident Event)	7 9:30am Move & Stretch 4pm Bingo (Resident Event) 7pm Bridge (Resident Event)
8 1:30 & 6:30pm Movie Showing: You've Got Mail <i>Spring A head Remember to Adjust Your Clocks!</i>	9 9:30am Chair Yoga 1:30 & 6:30pm Movie Showing: Second Hand Lions	10 6:30pm Joker and Chicken Foot - (Resident Event)	11 9:30am Donut Social 10am Bocce Ball (Res. Event)	12 11:30am Tech Class 1pm Wii Bowling	13 10am Silver Sneakers Fitness 6:30pm Joker and Chicken Foot (Resident Event)	14 9:30am Move & Stretch 3pm Line Dancing 4pm Bingo (Resident Event) 7pm Bridge (Resident event)
15 6:30pm Resident Social Hour (Resident Event)	16 9:30am Chair Yoga 1pm Book Club (Resident Event) 6pm St. Patrick's Happy Hour	17 6:30pm Joker and Chicken Foot - (Resident Event) 	18 9:30am Donut Social 10am Bocce Ball (Res. Event) 11am Tap Dance Class	19 1:30 & 6:30pm Movie Showing: Ford vs Ferrari	20 10am Silver Sneaker Fitness 4pm Quarter Bingo 6pm Grill Master 6:30pm Joker and Chicken Foot - (Resident Event)	21 9:30am Move & Stretch 4pm Bingo (Resident Event) 7pm Bridge (Resident Event) <i>1st Day of Spring</i>
22 1:30 & 6:30pm Movie Showing: Marriage Story	23 9:30am Chair Yoga	24 6:30pm Joker and Chicken Foot - (Resident Event)	25 9:30am Donut Social 10am Bocce Ball (Res. Event) 6pm Birthday Celebration & Live Music	26 1pm Let's Get Crafty 2:30pm Checkers & Chess (Resident Event) 6pm Bunco!	27 10am Silver Sneaker Fitness 6:30pm Joker and Chicken Foot - (Resident Event)	28 9:30am Move & Stretch 3pm Line Dancing 4pm Bingo (Resident Event) 7pm Bridge (Resident Event)
29 6:30pm- Resident Social Hour (Resident Event)	30 9:30am Chair Yoga	31 5pm Take & Bake Pizza Night 6:30pm Joker and Chicken Foot - (Resident Event)				



Senior Transitions of Austin

"Your Trusted Source for Home Transitions"



Senior Transitions of Austin, LLC is a **women-led NASMM accredited company**. We are Senior Move Managers that cater to anyone in need of lifestyle transition turn-key services.

Whether it's downsizing to a new home, independent living, or assisted care – we do it all. We pack all of your belongings, help you downsize, organize, and even donate to the charity of your choice. We coordinate your move with an insured moving company and oversee the entire project from start to finish. When all of your belongings reach its destination, our friendly and skilled staff unpack and interior decorate your new home.

We work with our real estate partners and provide clean out services to expedite the sale of your home.

Our goal is to alleviate the stress as part of this transition by helping you relax, so you can love where you live. Choose us, and let us simplify your move today.

Phone: (512) 766-7014

Email: info@seniortransitionsofaustin.com

Website: www.SeniorTransitionsOfAustin.com





Senior Transitions of Austin

"Let Us Simplify Your Move Today"

Let's Begin

We will begin by meeting with you, for a free consultation, to gain a better understanding of your current home and lifestyle.

Careful Analysis

We will listen carefully to your future wants and needs as well as your budget and time frame. We will then analyze your new space and craft a detailed floor plan to determine what will move with you and present options for items you are parting with.

New Furnishings?

If you would like new furnishings, we can shop with you or for you to find the perfect items for your new space. Also, we can professionally stage your existing home and even help you find a Realtor if you do not already have one.

Moving Process

With our experience and local expertise, we can guide you through each step of your moving process. Our team will fully coordinate the packing and moving process so you remain stress free.

Setting Up

On your move day we will direct the movers, unpack, set-up, and tastefully decorate your new space to make sure you feel at home and love where you live.

Welcome Home

When you arrive, the furniture will be arranged, beds made, kitchen and bathrooms set up, and pictures hung. We can proudly say, "Welcome to your new home!"

Phone: (512) 766-7014

Email: info@seniortransitionsofaustin.com

Website: www.SeniorTransitionsOfAustin.com



NASMM

National Association of
Senior Move Managers

Premier Providers of Senior Relocation

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**

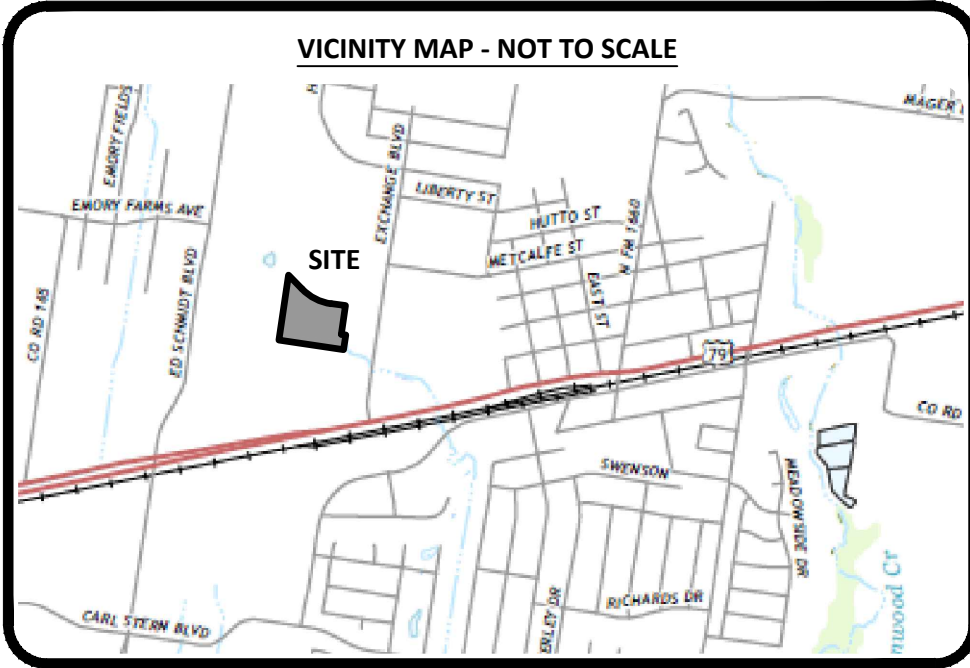
STRIPED UNMARKED SPACES: 0
STRIPED HANDICAP-MARKED SPACES: 0

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

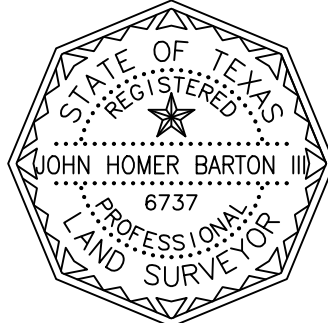
Chicago Title Insurance Company (G.F.# CTA-19A-CTA2101168ha)

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.

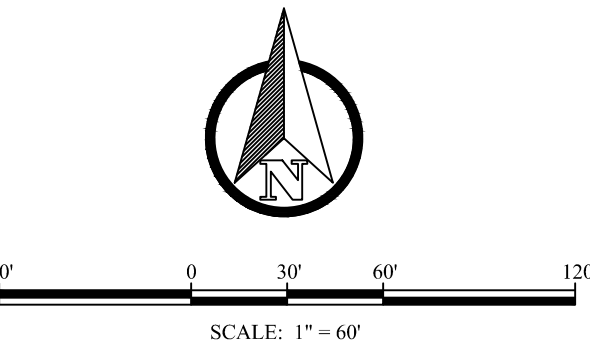
Date of Plat or Map: June 3, 2021



John H. Barton III, RPLS# 6737

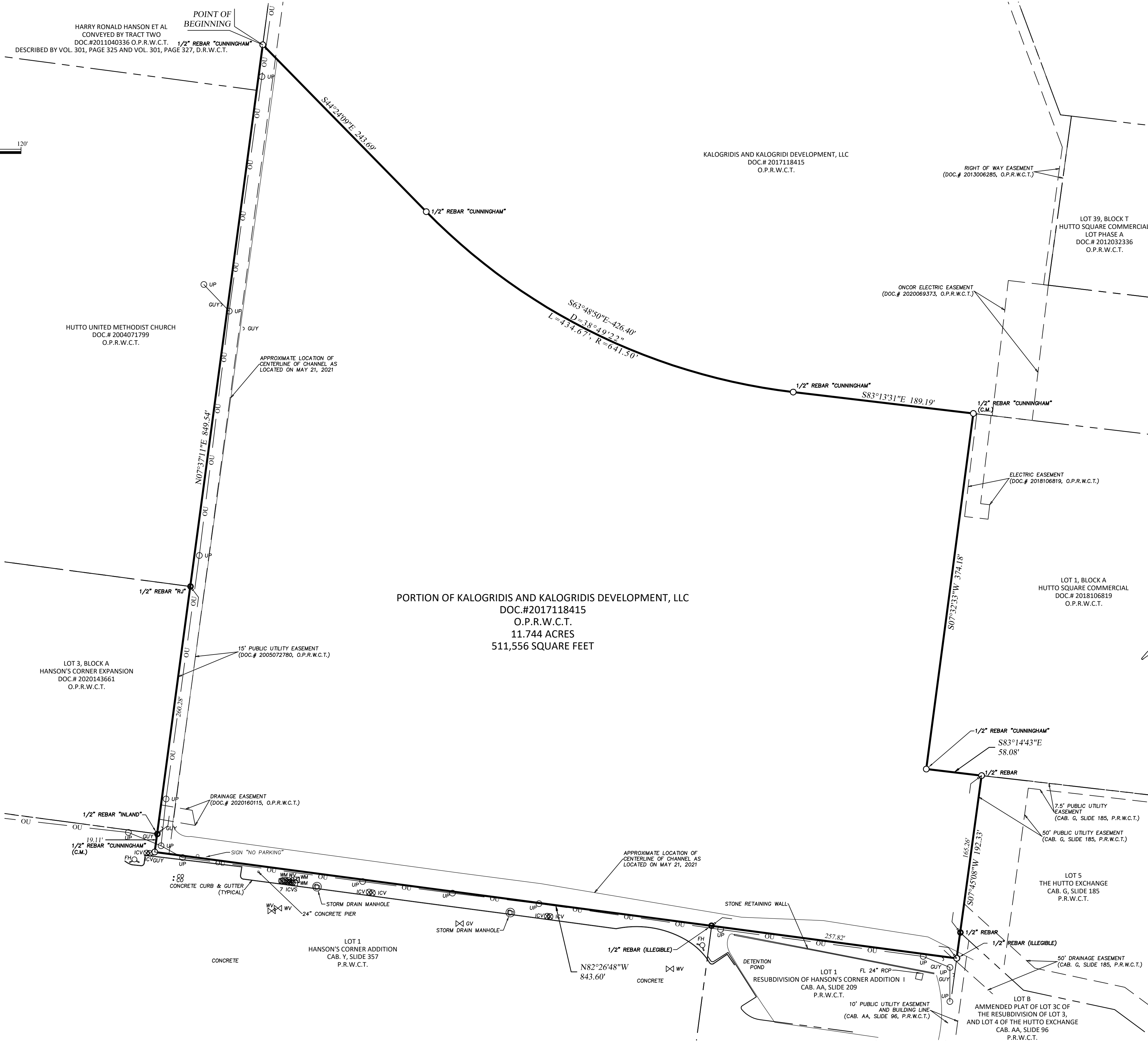
TERMS OF ACCEPTANCE OF SURVEY

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@bcsdw.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



5200 State Highway 121
Colleyville, 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

NorthStar Hutto Design Considerations (For Inclusion in PUD)

1. The development will be branded “NorthStar Hutto” (consistent with NorthStar Georgetown, an active adult community in Georgetown, TX, as well as our future active adult developments).
2. Each building will be elevator served. Based on current design, each elevator will be located proximate to the center of each building to allow for maximum efficiency relative to the walking distance (distance from units to the elevator bank).
3. Areas in bathrooms will have structural blocking installed to accommodate the installation of grab bars at the request of residents.
4. Walk-in showers will feature “low profile” shower pans as an accommodation to potential entry/exit concerns by residents.
5. The outdoor pool area will feature (i) a heated hot tub and spa, (ii) additional “extra length” railings to allow for more secure entry/exit by users and (iii) an ADA compliant pool lift apparatus.
6. Additional accessible sidewalk pathways (relative to minimum code requirements) connecting the indoor amenity area to the outdoor amenity area.
7. The outdoor amenity area will feature (i) pickleball courts, (ii) a resident garden area, (iii) a yoga/fitness lawn and (iv) expansive dog park.
8. The development will fully gated with 24/7 keycard accessible to clubhouse and amenity areas.
9. The development will feature detached, private garages for use by residents.
10. The development’s unit mix will not include any “efficiency” units typically seen in market-rate multifamily projects.

Operational Features and Amenities

1. Lifestyle, Fitness and Social Programming
 - a. Lifestyle and fitness programming will be offered and coordinated on a regular basis. Similar to NorthStar Georgetown, FitCasa (or similar provider), in conjunction with an on-site activities coordinator, will coordinate and conduct programming for residents of the community based upon a pre-determined (with resident input) monthly calendar. Activities include: Zoomba, weight training, aquatic fitness, cooking classes, trivia night, movie night, karaoke night and much more. Sample monthly calendar created in advance of the grand opening for NorthStar Georgetown.
2. Concierge
 - a. Concierge services will be provided to assist residents with all general inquiries. These inquiries would typically include (i) technology troubleshooting, (ii) transportation reservations, (iii) white glove maintenance service, (iv) any other general requests typical of a hospitality concierge.
3. Moving coordination/assistance
 - a. Moving and transition assistance will be offered to residents. NorthStar Georgetown utilized Senior Transitions of Austin (brochure attached). Services include assistance with packing, moving, space planning and unpacking/setup.

"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:

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

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

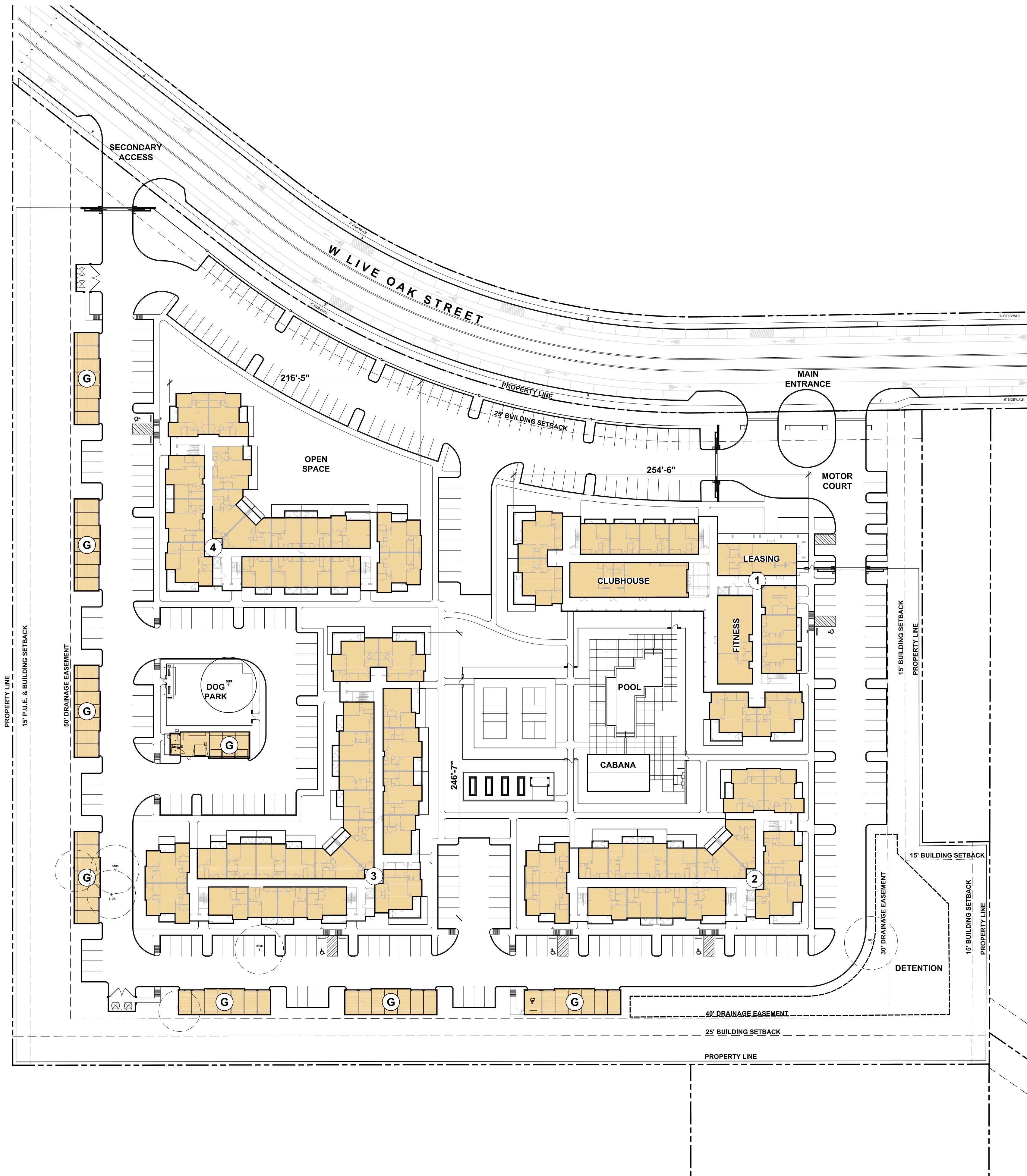
NORTHSTAR HUTTO - PUD APPLICATION EXHIBIT



CONCEPT PERSPECTIVE

NORTHSTAR HUTTO

HUTTO, TEXAS
11.05.2021

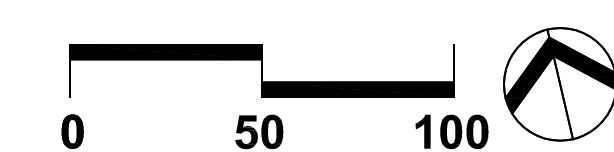


SITE TABULATIONS

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

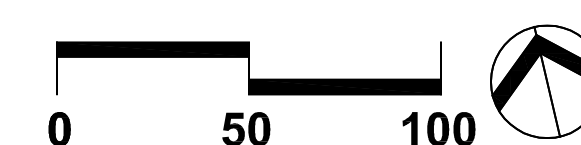
TOTAL ACRES	NET USEABLE ACRES	TOTAL UNITS	NET DENSITY
11.74	9.06	216	23.84

PARKING TABULATIONS

SURFACE	DETACHED GARAGE	TOTAL PARKING	PARKING RATIO
314	52	366	1.69

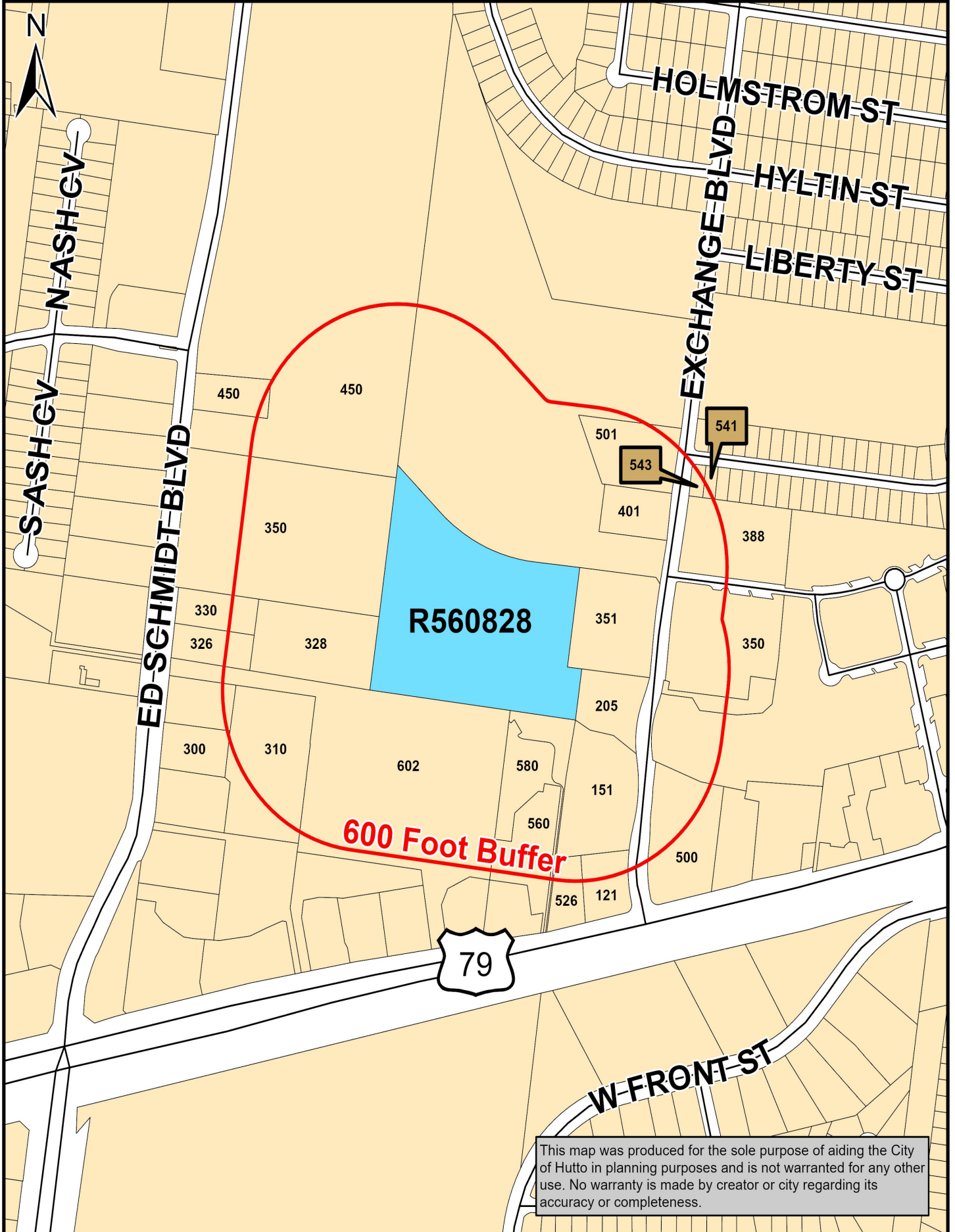
LANDSCAPE DESIGN GUIDELINES

- PROPOSED PUD TREE REQUIREMENTS
- a. 1 Large Trees for every 500sf of Landscaping Required
 - $413,782 \div 0.2 = 82,756$
 - $82,756sf / 500sf = 166$ 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.

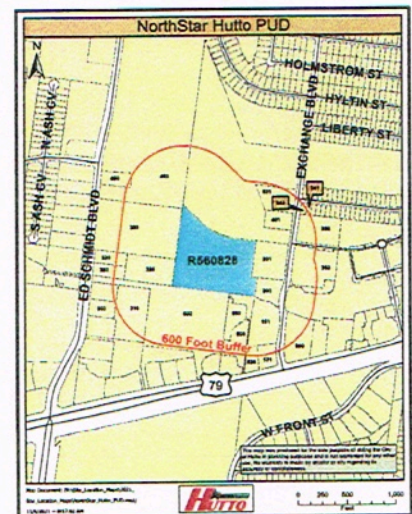
Name: 21044 SHERMAN WAY, LLC - STEVE McCoy
Address: 560 US-79

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



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 MF (Multi 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

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, March 17, 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: Consideration and possible action on Resolution No. R-2022-025 authorizing the City Manager to enter into an agreement for police overtime assignment services by Off Duty Management (Police Chief Jim Stuart)
Meeting: Thursday, March 17, 2022
Department: Police Department /
Staff Contact: Jim Stuart

BACKGROUND INFORMATION:

This program provides General/Professional Liability coverage and workers compensation to protect the City and officer for off duty jobs that are not worked directly for the City of Hutto. There is no cost to the City or the police department for their services. Vendors are charged a small fee by Off Duty Management. Scheduling is through the OfficerTRAK software providing an easy way to submit and select jobs and document working hours.

A representative from the company will attend to answer questions for City Council.

SUMMARY OF REQUEST:

Approval of the Police Department to enter into an agreement with Off Duty Management to assist with the administration and execution of our off duty program and assignments.

STAFF REVIEW:

City Attorney's office

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 20220314-Hutto-Res-Approving ODM MSA-2022-R-025

RESOLUTION NO. R-2022-025

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT FOR POLICE OVERTIME ASSIGNMENT SERVICES BETWEEN OFF DUTY MANAGEMENT, INC., AND THE CITY OF HUTTO; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City Council desires approve an agreement for Police Overtime Assignment Services between Off Duty Management, Inc. and the City of Hutto; and

WHEREAS, the City Council desires to authorize the Interim City Manager to execute the Mater Services Agreement (“Agreement”), attached as Exhibit A.

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the Interim City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this ____ day of _____, 2022.

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

EXHIBIT A



Built By Officers For Officers

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of the Effective Date below and is between OFF DUTY MANAGEMENT, Inc., a Texas Corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("ODM" or "Contractor") and Hutto Police Department, having its principal offices at 401 Front Street, Hutto, Texas, 78634, ("Client" or "Agency"). ODM and Client are sometimes individually referred to herein as "Party" and collectively as the "Parties".

"Effective Date"

If no date is specified, the Effective Date of this Agreement is the date of the last signature below.

"Recitals" In consideration of the reciprocal promises, covenants and agreements contained in the Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. Services

1.1 Statements of Work and the Services.

- (A) Except where expressly stated otherwise to the contrary, ODM shall perform, at its sole expense, the Services described in this Agreement, and any applicable Statements of Work (or schedules or other attached documents) that the Parties may execute from time to time during the term of this Agreement. As used in this Agreement, "Statement of Work" or "SOW" means a Statement of Work executed pursuant to this section 1.1, including all schedules, exhibits, and attachments thereto, as each may be amended from time to time and agreed to in writing by an authorized representative of the Parties. "Services" as used in this Agreement means, collectively, the services, deliverables, and functions to be provided by ODM under this Agreement. ODM shall provide the requisite staff, and resources necessary to provide Client with the services described in this Agreement, and any applicable Statement of Work. ODM shall provide Client with support services for the coordination, management, and provision of its personnel related to the Client's off duty uniformed officer outside employment services. ODM shall provide Client with support and administrative services specific to Customer off duty outside employment requests and assignments that include, but are not limited to: scheduling, billing, payroll, and reporting.
- (B) Each Statement of Work shall include a description of the Statement of work, schedules, rates, and other specifications and terms the Parties agree are applicable to such Statement of Work. Statements of Work shall, upon execution by authorized representatives of the Parties, be deemed incorporated into this Agreement.
- (C) **Customer is defined as any person or entity requesting Client's off duty officer outside employment services.**

Invoicing and Payment. Client acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment, and any applicable sales tax as specified in the applicable Statement of Work. ODM reserves the right to require Customers to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. Customer shall pay ODM's invoice(s) within thirty (30) days after the date that Customer receives such invoice(s). A late payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower late payment charge, the late payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof,

then ODM will have the option to terminate services at one or more of Customer's facilities following ODM's provision of at least two (2) days' notice to Customer.

- Prepayment Checks: There will be an additional 3.5% fee for all prepayments with checks.
- Credit Card Payments: For customers paying by credit or with debit card there will be an additional 3.5% fee.
- Cancellation:
 1. Once an assignment has been approved and scheduled; Customer cancelling or reducing an assignment shall pay the full ODM administrative fees for the first 24 hours of the original assignment.
 2. Customer cancelling or reducing an assignment within 48 hours of the start of the assignment shall pay the greater of officer hours worked or the agency minimum hours plus ODM administrative fees for the first 24 hours of the original assignment.

2. Term and Termination

2.1 This Agreement is valid for a term of two years from the date of the most recent signature, unless terminated in accordance with the terms of this Agreement. "Term" in this Agreement includes the aforementioned period in addition to any applicable renewal.

2.2 Renewals. With the mutual written consent of the Parties, the Term of this Agreement may be renewed up to a maximum of two (2), one (1) year periods. Any renewal under this subsection 2.2, will be a continuation of the same terms and conditions as set forth in this Agreement, and any applicable addendums.

2.3 Termination.

(A) Either party may terminate this Agreement for convenience and without cause, at any time, by giving the other party, thirty (30) days advance written notice designating the date of termination.
Any notice required or permitted under this Agreement shall be sent in accordance with Section 8 of this Agreement.

(B) Each party may terminate this Agreement, if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other party.

(C) It is the intent of the Parties that, where allowed by law, they be placed in their respective positions immediately before their entry into this Agreement in the event of a termination or expiration of this Agreement.

2.4 Permits and Licenses. ODM shall, at ODM's expense, obtain and maintain all necessary permits, licenses and government approvals needed to perform its obligations under this Agreement.

2.5 Business Name. ODM shall conduct business under its own name. ODM shall not use the Client's name, nor the name of Client's Affiliates, in providing the Services.

2.6 Contractor's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Client shall have no authority to direct the day-to-day activities of ODM or any of ODM's employees, agents, or independent contractors (together with Contractor, the "**Staff**"). Client retains authority and responsibility officers' behavior when working off-duty for a private entity.

3. Relationship

3.1 Client and ODM agree that neither party has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party.

3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.

3.3 Client is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to.

3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance and other obligations pertaining to its Staff.

4. Confidential Information

- 4.1 Definition of Confidential Information. All information disclosed by either Client or ODM as a “**Disclosing Party**” to the other party as a “**Receiving Party**” or otherwise learned by the Receiving Party in connection with performance of the Services here under (“Confidential Information”) shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Client, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; or formulae, products, processes, procedures, programs, inventions, systems, or designs of the Disclosing Party.
- 4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of Disclosing Party. Receiving Party agrees not to use any Confidential Information for any purpose except pursuant to this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party. The Receiving Party shall not use any Confidential Information for any purpose other than pursuant to this Agreement. Such obligations do not apply to information which 1) is or hereafter becomes generally known, or 2) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure, or 3) subject to the Texas Public Information Act as provided by Texas Government Code 552.
- 4.3 Protection. ODM will implement and maintain safeguards for Confidential Information sufficient to (1) ensure the security and confidentiality of the Confidential Information, (2) protect against anticipated threats or hazards to the security or integrity of such Confidential Information, and (3) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Confidential Information to protect the privacy of such information. At a minimum: (i) ODM shall not transmit Confidential Information across unsecured communication channels or wireless LANs, and shall ensure that all Confidential Information, whether in transmission or storage is secured against unauthorized access and/or distribution through encryption, authentication and robust access, distribution and replication controls; (ii) ODM shall implement security assessment tools to monitor the system resources and security controls; (iii) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems, and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; (iv) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Confidential Information.
- 4.4 Security. ODM will notify Client as soon as possible in the event it believes, or has reason to believe, that either a loss of Confidential Information or security breach has occurred and will provide assistance in identifying appropriate information relating to the breach.
- 4.5 Return. Within five days following the earlier of (i) the request of the Disclosing Party, or (ii) the expiration or termination of this Agreement, Receiving Party shall return to the Disclosing Party or destroy all Confidential Information and all related documents and materials. Such Confidential Information must be destroyed by modifying, shredding, erasing or otherwise making the information unreadable or undecipherable.
- 4.6 Injunctive Relief. The parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Agreement pertaining to the Confidential Information and intellectual property, and that the Disclosing Party or its customers or suppliers may suffer irreparable injury as a result. In the event of any such breach or threatened breach, the Receiving Party hereby consents to the granting of injunctive relief without the posting by the Disclosing Party of any bond or other security.

5. Trademarks and Intellectual Property

- 5.1 Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a “Trademark”) without the other party's prior written consent. Except as expressly stated herein, each party retains all right, title, and interest in and to its intellectual property.
- 5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.
- 5.3 The performance of the Services may require Client to make use of ODM's technology, such as, but not limited to OfficerTRAK® software, the use of which requires the acknowledgement and agreement to the terms and conditions thereof. Client acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Client's obligations hereunder.

6. Warranties

6.1 ODM warrants that all Services provided hereunder shall be performed in accordance with generally accepted standards for the industry to which such Services relate. If any Service or work product does not meet the warranties set forth above, ODM will do everything necessary, without charge, to bring the Services or work product, as applicable, into compliance with such warranties in a timely manner. Client acknowledges that the furnishing of the Services provided for herein by ODM does not guarantee protection against all contingencies.

6.2 ODM warrants that it will perform and provide the Services in compliance with all policies and procedures of Client as may be provided from time to time by Client, and all laws, rules, and regulations applicable to the Services and/or Contractor in its performance and delivery of the Services.

7. Insurance

ODM, at its own cost and expense, will maintain the following insurance throughout the term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M Best):

General Liability	\$2,000,000 Each Occurrence/\$3,000,000
Worker's Compensation	Full statutory coverage
Employer's Liability	\$1,000,000 per occurrence

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder.

All certificates of insurance shall name Client as additional insured with respect to general liability coverage and shall require that Client be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during performance of the Services. ODM shall provide certificates of insurance to Client prior to the Agreement Effective Date, and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

8.1 Notices. Legal Notices under this Agreement shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriers notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties as follows:

If to ODM, to Principal Place of Business: 1906 Ave D, #200, Katy, Texas 77493; and

If to Client, to:

Attn: Jim Stuart, Chief of Police, 401 Front Street, Hutto, Texas, 78634

8.2 Assignment and Delegation

- (a) No Assignment or Delegation. Client may not assign any of its rights nor may Client delegate any performance under this Agreement, except with the prior written consent of ODM. Any assignment of Client's rights or delegation of Client's duties are prohibited under this subsection, whether they are voluntary or involuntary, by subcontract, agency, merger, consolidation, dissolution, operation of law, change of control, or any other manner.
- (b) Ramifications of Purported Assignment or Delegation. Without limiting any other remedy ODM may have against Client for such purported assignment, any purported assignment of rights or delegation of performance in violation of this section is void.
- (c) Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

- 8.3 Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law thereof. Further, the parties expressly consent to the exclusive jurisdiction and venue in the applicable Division of the United States District Court where the defendant Party is located, or the Texas District Courts in the county in which the defendant Party is located, and if located in more than one county, in the county in which the principal offices of the defendant Party are located, and all applicable appellate courts. Accordingly, any action or proceeding brought by either party which is based on, or derives from, this Agreement will be brought in such courts.
- 8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including without limitation direct and reasonable attorney fees, the fees and costs of experts and consultants,) incurred by such party in such suit or action, including without limitation any post-trial or appellate proceeding.
- 8.5 Limitation of Liability. To the extent permitted by law, neither party will be liable to the other or any third party for lost profits, incidental, consequential, punitive, special, exemplary, or indirect damages of any kind, even if such party has been advised of such damages in advance or such damages were foreseeable.
- 8.6 Entire Agreement. This Agreement (including, without limitation, all applicable schedules and attachments referenced in and attached to this Agreement) constitutes the final, complete, and exclusive statement of the agreement between the parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each party.
- 8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Trademarks and Intellectual Property, Confidentiality, Warranties, Limitation of Liability, Insurance, and any other provisions that by their nature are intended to survive expiration or termination of this Agreement.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept telefax signature pages as originals.
- 8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Client and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with or arising out of any such employment contract except to prepare checks and to pay any such employee who is a party to such a contract, in conformity with information provided by Client. With respect to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of ODM. Any individual signing this Agreement on behalf of Client represents, warrants, and guarantees that he or she has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.
- 8.14 Force Majeure. Neither party shall be liable to the other party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control including but not limited to acts of God, war or national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators or other competent authorities or interruption of, or inability in obtaining, supplies or services from third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year

written below. **Off Duty Management, Inc:**

By: _____

Printed Name: Sherry Rowley

Title: CEO, Off Duty Management, Inc.

Date: _____

Agency:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Scope of Services

Date: 02/18/2022

Off Duty Management (ODM) will manage all external customer requests for off-duty officer outside employment services as of Go Live date. ODM will manage the following for the agency:

- Officer Payroll
- Scheduling
- Invoicing/Collections

Policies/Procedures

- ODM will comply with all applicable agency orders, rules, and policies.
- ODM will coordinate with agency should there be any questions with a customer or assignment.
- Agency will modify existing off duty policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Officers interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Officers will be paid weekly for any work completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Regular	\$55	
Traffic	\$55	
Supervisor	\$75	
Holiday*	\$75	
Emergency**	\$65	

* The holiday rate will apply to the following days: New Year's Eve, New Year's Day, Day, Memorial Day, Independence Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

**The Emergency request rate will apply to requests received within 24 hours of the scheduled start time.

Vehicle Fees

- Vehicle fee is \$15 per hour.
- Vehicle fees will be sent to the city finance department weekly via ACH.

Customer Fees

- Officer hourly pay rate plus 12% ODM admin fee per hour.
- Vehicle hourly fee plus 12% ODM admin fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to officers via OfficerTRAK® to their mobile devices once received and approved.
- Officers will select and work shifts through a bid process followed by first come first served.

Min and max per shift work

- 4 hours minimum per request.
- Officers are limited to work a combined (agency/off-duty) total of 16 hours per/day (Monitored by agency).

Minimum Job Notification

- 24 hours prior to shift start required for requests.
- If request is received less than 24 hours prior to assignment the emergency pay rate goes into effect.

Agency Assignment

- Requests submitted through agency website will default to that agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for the agency:
 - Pflugerville PD
 - Manor PD
 - Elgin PD
 - Williamson County PCT 4 Constables Office

Insurance Coverages

- ODM will provide liability and statutory workers compensation coverage. COI will be provided to the city.

OfficerTRAK® Software

- Officers working for ODM will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view ODM assignments requested through their agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage internal assignments only (limited to agency and city assignments).

Internal assignments and ODM will be viewed by officers in the same app.
ODM will maintain officer information for both databases.

- Agency will create a web page with link to OfficerTRAK® for customers to request service online.

OfficerTRAK® Training

ODM will provide the following training:

Online

- Administrators – Training guides and WebEx training
- Officers – Training guides and practice jobs

GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF HUTTO, TEXAS

THE AGREEMENT(S) TO WHICH THIS RIDER IS ATTACHED IS/ARE HEREBY AMENDED TO INCORPORATE THE FOLLOWING TERMS, CONDITIONS AND PROVISIONS AND ANY CONFLICTING TERMS, CONDITIONS OR PROVISIONS IN THE FORGOING ATTACHED AGREEMENT ARE NULL AND VOID AND OF NO EFFECT, IN FAVOR OF THE FOLLOWING:

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF HUTTO, TEXAS (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, “Off Duty Management Master Services Agreement”, dated _____, 2022 (attached hereto) of Off Duty Management, Inc., a Texas corporation with offices located at 1906 Avenue D, # 200, Katy, Texas 77493 (“Vendor”). The Contract involved in this Governmental Rider is described as follows:

Management of all external customer requests for off-duty officer outside employment services as of Go Live date. ODM will manage the following for the agency:

- Officer Payroll
- Scheduling
- Invoicing/Collections
-

Payment Provisions. The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the Contract.

Multiyear Contracts. If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Cancellation. the City reserves the right to cancel the Contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This Contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

Annual Vendor Performance Review. The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the Contract through the next period.

Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies, or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution). The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid. Nothing in the Contract requires that funds be assessed or collected or that a sinking fund be created

Indemnity and Independent Contractor Status of Vendor. VENDOR SHALL INDEMNIFY, SAVE HARMLESS AND DEFEND THE CITY, ITS PAST, PRESENT, AND FUTURE OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE CONTRACT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE VENDOR ITS OFFICERS, AGENTS, AND EMPLOYEES. IT IS

UNDERSTOOD AND AGREED THAT THE VENDOR AND ANY EMPLOYEE OR SUB-CONTRACTOR OF VENDOR SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE CITY. THE VENDOR SHALL NOT BE WITHIN PROTECTION OR COVERAGE OF THE CITY'S WORKERS' COMPENSATION INSURANCE, HEALTH INSURANCE, LIABILITY INSURANCE OR ANY OTHER INSURANCE THAT THE CITY FROM TIME TO TIME MAY HAVE IN FORCE AND EFFECT. THE CITY SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY AND ALL VENDOR'S EMPLOYEES, REPRESENTATIVES OR SUB-CONTRACTORS AND/OR THEIR EMPLOYEES FOR ANY CAUSE, SHOULD THE PRESENCE OF ANY SUCH PERSON ON CITY PROPERTY OR THEIR INTERACTION WITH CITY EMPLOYEES BE FOUND NOT IN THE BEST INTEREST OF THE CITY OR IS FOUND TO INTERFERE WITH THE EFFECTIVE AND EFFICIENT OPERATION OF THE CITY'S WORKPLACE.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract. The City of Hutto retains all governmental immunities.

Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Williamson County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the Contract.

No Third-Party Beneficiaries. The Contract is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, the Contract shall not be deemed to create any rights in or obligations to any third parties.

No Personal Liability. Nothing in the Contract is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to the Contract.

No Joint Enterprise. The Contract is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. *In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.*

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

Iran, Sudan, and Foreign Terrorist Organizations. The *signatory executing the Contract on behalf of Vendor* represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

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

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

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

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

(1) do not have a practice, policy, guidance or directive that discriminates against a

firearm entity or firearm trade association; and
(2) will not discriminate during the term of the Contract against a firearm entity or
firearm trade association.

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

CITY OF HUTTO, TEXAS

By: _____
Isaac Turner, Interim City Manager

Date: _____

Vendor

By: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM REPORT

11.3.



To: City Council
Subject: Update on Downtown projects (Bob Farley, Kristi Robich)
Meeting: Thursday, March 17, 2022
Department: City Manager /
Staff Contact: Kristi Robich

BACKGROUND INFORMATION:

On December 10, 2021 staff hosted an Economic Development Forum with the first half focused specifically on historic downtown. This event was the kick-off of quarterly business roundtables to enhance communication and business retention. Several business and property owners were in attendance and gave input on how the City could better support downtown. Based on this feedback, staff presented possible downtown beautification enhancements at the January 10, 2022 EDC meeting.

SUMMARY OF REQUEST:

At this time we are requesting the City Council approve the following items as part of the City's Downtown Beautification project.

Trash cans: Six (6) total at \$800/receptacle with total of \$4,800

Currently, there are 4 total trash cans: 2 are trash cans with a recycling bin attached and the other 2 are standard black trash cans.

Light Pole Banners: \$5,000/set

There are 40 light poles (we order 44 for replacements) and new hardware is also needed. And the \$5,000 would be for two full sets of banners and hardware. Roughly \$60 per banner.

Total Request: \$9,800

Staff will be presenting the following lighting projects to the Economic Development Corporation for consideration as support for Downtown Beautification projects.

Roofline quarterly maintenance: This is maintenance of the roof lights already purchased by the City.

Tree lighting with quarterly maintenance: This will be a purchase of lights and the City will provide maintenance for 1 year.

Overhead street lighting with quarterly maintenance: This will be a lease for 1 year, with quarterly maintenance to begin 3 months after installation.

NOTE: If all of the lighting projects are approved the company will give a 20% discount.

STAFF REVIEW:

Staff (Kristi Robich, Bob Farley, and Stacy Schmitt) will continue to work together on business retention in support of economic development and quality of life for residents, visitors, and the Hutto business community.

AGENDA ITEM REPORT

11.3.



FINANCIAL IMPACT:

This expense is not in the Economic Development Budget. If approved by Council a budget amendment to appropriate the funds will be presented at the April 7 City Council meeting. Total request is for \$9,800.

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto 2022 Roof lights Qtrly Maint
2. Hutto 2022 Tree lighting permanent with maint
3. Pole Banner
4. Litter Receptacles
5. Hutto 2022 Overstreet lights and Qtrly Maint

6436 Babcock Rd
San Antonio TX 78249
Phone: 866-296-7944 <https://naturahq.com/>

DATE 3/8/2022
Quotation # 32022-A Rooflight maint
Customer ID C00351

Quotation For:

Quotation valid until: 6/6/2022

City of Hutto
C/O Kristi Robich
Hutto TX 78634

Prepared by: Cesar Guajardo

Comments or Special Instructions:

Quarterly maintenance for 1 year of rooline lighting, and replacement of bulbs, material, due to failure, not damage due to natural causes, vandalism, or animal activityIncludes Labor, Material, and necessary hardware.

SALESPERSON	Type	Installation Date	Takedown Date	Service Agreement	TERMS
Cesar Guajardo	Holiday Décor	TBD	TBD	1yr, Qtrly maintenance	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	ITEM	AMOUNT
1	Roof top lighting Quarterly Maintenance	\$ 2,566.75	SSC-INV	\$ 2,566.75
		\$ -		
		\$ -		

SUBTOTAL \$ 2,566.75

*** 10% discount applicable if quote accepted before 06/06/2022

Discount \$ 2,310.08

TAX RATE 8.25%

SALES TAX EXEMPT

Lift Equipment charge Included

TOTAL \$ 2,310.08

If you have any questions concerning this quotation please contact cguajardo@naturahq.com , 210-708-1597

THANK YOU FOR YOUR BUSINESS!

6436 Babcock Rd
San Antonio TX 78249
Phone: 866-296-7944 <https://naturahq.com/>

DATE 3/8/2022
Quotation # 32022-Tree lights/maint
Customer ID C00351

Quotation For:

Quotation valid until: 6/6/2022

City of Hutto
C/O Kristi Robich
Hutto TX 78634

Prepared by: Cesar Guajardo

Comments or Special Instructions:

This includes the purchase, installation, quarterly maintenance for 1 year, and replacement of strands due to failure, not damage due to natural causes, vandalism, or animal activity. Average of 15+ strands per tree. Includes all materials, timers, extension cords.

SALESPERSON	Type	Installation Date	Takedown Date	Service Agreement	TERMS
Cesar Guajardo	Holiday Décor	TBD	TBD	1 yr Purch w/maintenance	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	ITEM	AMOUNT
30	Tree lighting , 5mm LED warm white	\$ 647.85	SSC-TLC70-LEDP	\$ 19,435.50

SUBTOTAL \$ 19,435.50

*** 10% discount applicable if quote accepted before 06/06/2022

Discount \$ 17,491.95

TAX RATE 8.25%

SALES TAX EXEMPT

Lift Equipment charge \$ -

TOTAL \$ 17,491.95

If you have any questions concerning this quotation please contact cguajardo@naturahq.com , 210-708-1597

THANK YOU FOR YOUR BUSINESS!





6436 Babcock Rd
San Antonio TX 78249
Phone: 866-296-7944 <https://naturahq.com/>

DATE 3/8/2022
Quotation # 32022-Overhead Street Lights
Customer ID C00351

Quotation For:

City of Hutto
C/O Kristi Robich
Hutto TX 78634

Quotation valid until: 6/6/2022

Prepared by: Cesar Guajardo

Comments or Special Instructions:

Overhead street lights for East Street. Includes bullhorns to increase height of lights. Quarterly maintenance included for 1 year of lights and bullhorns adjustment; and replacement of bulbs, material, due to failure, not damage due to natural causes, vandalism, or animal activity. Includes Labor, Material, and necessary hardware.

SALESPERSON	Type	Installation Date	Takedown Date	Service Agreement	TERMS
Cesar Guajardo	Holiday Décor	TBD	TBD	1yr, Qtrly maintenance	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	ITEM	AMOUNT
1	Overhead Street lights with Quarterly Maintenance	\$ 9,295.26	SSC-INV	\$ 9,295.26
	G30 Bulbs, warm white (combination with twinkle is an option)	\$ -		
		\$ -		

SUBTOTAL \$ 9,295.26

*** 10% discount applicable if quote accepted before 06/06/2022

Discount \$ 8,365.73

TAX RATE 8.25%

SALES TAX EXEMPT

Lift Equipment charge Included

TOTAL \$ 8,365.73

If you have any questions concerning this quotation please contact cguajardo@naturahq.com , 210-708-1597

THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM REPORT

11.4.



To: City Council
Subject: Discussion and possible action to create a Business Board (Mayor Snyder)
Meeting: Thursday, March 17, 2022
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.5.



To: City Council
Subject: Presentation and possible action regarding diversity and inclusion training.
(Council Member Kinsey)
Meeting: Thursday, March 17, 2022
Department: City Council /
Staff Contact: Stacy Schmitt

BACKGROUND INFORMATION:

Overview of training on Diversity and Inclusion in the Workplace. The course begins with an overview of key diversity concepts, such as LGBTQ issues in the workplace, disability inclusion, and how to avoid ageism and sexism in the workplace. Learners then begin to look at their own thought processes to examine their own bias and prejudice, to be a better leader. The course also includes a number of case studies around specific issues in certain countries, such as LGBTQ issues in India, and ageism in the US.

SUMMARY OF REQUEST:

The Diversity and Inclusion Commission is recommending this training for City Councilmembers.

STAFF REVIEW:

Council Member Kinsey worked with the Commission on this training initiative.

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None