City of Hutto

AMENDED AGENDA

City Council Meeting

Thursday, July 16, 2020 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 www.huttotx.gov

Page

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. CITY COUNCIL COMMENTS

Pursuant to Texas Government Code Sec. 551.0415, a member of the governance body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement. Items of Community Interests include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedule; (3) an honorary or salutary recognition of public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition of the subdivision; (4) a reminder regarding social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and (5) announcements involving imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

5.1. General Comments from City Council

6. PUBLIC COMMENT

Public Comments will be allowed via email, phone conference call and walk into Council Chambers for public comment. 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).

Any citizen wishing to speak during public comment may do so after completing the required registration form. Comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on July 16, 2020. The email must include name, address, phone # and email to be recognized properly.

Citizens wishing to comment by phone may call:

One tap mobile

+12532158782,,82199954595#

OR

Manual Dial +1 253 215 8782
US Toll-Free: 833-548-0282
Toll-free Meeting ID: 821 9995 4595
Those appearing for public comment will be seated in the lobby until called into Council Chambers for comment and then exit the opposite door.
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.
[Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the Board from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future meeting.]

7. CITY MANAGER COMMENTS

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].

7.1. Receive legal advice pursuant to Texas Government Code Section 551.071(1) and (2) relating to the Hutto Sports, Health and Entertainment District; the Multi-Party Development Agreement; the Preston Hollow Capital, LLC Loan Agreement with Cottonwood Development Corporation and deliberations regarding Economic Development pursuant to Tex. Govt. Code § 551.087; and deliberate the purchase or sale of real property within the Hutto Sports, Health and Entertainment District pursuant to Texas Government Code Section 551.072.

7.2. Discussion and possible action relating to legal advice pursuant to Texas Government Code Section 551.071(1) and (2) relating to the Hutto Sports, Health and Entertainment District; the Multi-Party Development Agreement; the Preston Hollow Capital, LLC Loan Agreement with Cottonwood Development Corporation and deliberations regarding Economic Development pursuant to Tex. Govt. Code § 551.087; and deliberate the purchase or sale of real property within the Hutto Sports, Health and Entertainment District pursuant to Texas Government Code Section 551.072.

8. CONSENT AGENDA ITEMS

8.1. Consideration and approval of the June 25, 2020 City Council meeting minutes. 9 - 10
June 25, 2020 Special Called City Council Meeting Minutes

8.2. Consideration and approval of the July 2, 2020 City Council meeting minutes. 11 - 16
July 2, 2020 City Council Minutes

8.3. Consideration and possible action on a Resolution No. R-2020-055 approving the proposed Brooklands Section Five Final Plat, 37.2227 acres, more or less, 17 - 23

of land, 125 residential lots, located at Brooklands Boulevard at CR 163.(Ashley Lumpkin)

Agenda Item Report - AIR-20-219 - Pdf
R-2020-055(Res)BrooklandsSecFiveFP(Res)
BrooklandsSec5FP

8.4. Consideration and possible action on Resolution No. R-2020-056 approving the proposed Cross Creek Subdivision Phases 3 and 4 Final Plat, 36.60 acres, more or less, of land, 168 residential lots, located at off of CR 199.(Ashley Lumpkin) 24 - 31

Agenda Item Report - AIR-20-257 - Pdf
R-2020-056 (Res)CrossCreekPh3-4FP(Res)
CrossCreekPh3-4FP

8.5. Consideration and possible action on Resolution No. R-2020-057 approving the proposed North Town Commons Lot 7 Block A Final Plat, 1.04 acres, more or less, of land, one commercial lot, located on Limmer Loop at FM 1660 North. (Ashley Lumpkin) 32 - 35

Agenda Item Report - AIR-20-273 - Pdf
R-2020-057(Res)NTCLot7BlkAFP(Res)
NTCLot7BlkAFP

8.6. Consideration and possible action on Resolution No. R-2020-058 authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Frankie and Judy Limmer for 29.191 acres of land, located on FM 1660 South. (Ashley Lumpkin) 36 - 45

Agenda Item Report - AIR-20-282 - Pdf
R-2020-058 (Res) Limmer 1
Limmer 1 (29.191)

8.7. Consideration and possible action on Resolution No. R-2020-059 authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Frankie and Judy Limmer for 8.019 acres of land, located on FM 1660 South. (Ashley Lumpkin) 46 - 55

Agenda Item Report - AIR-20-285 - Pdf
R-2020-059(Res) Limmer 2
Limmer 2 (8.019)

8.8. Consideration and possible action on Resolution No. R-2020-060 authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Frankie and Judy Limmer for 0.85 acres of land, located on FM 1660 South. (Ashley Lumpkin) 56 - 65

Agenda Item Report - AIR-20-286 - Pdf
R-2020-060(Res) Limmer 3
Limmer 3 (0.85)

8.9. Consideration and possible action on Resolution No. R- 2020-061 authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Frankie and Judy Limmer for 0.63 acres of land, located on FM 1660 South. (Ashley Lumpkin) 66 - 75

Agenda Item Report - AIR-20-287 - Pdf
R-2020-061(Res) Limmer 4

Limmer 4 (0.63)

8.10. Consideration and possible action on Resolution No. R- 2020-062 authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Sarah Limmer Heselmeyer for 0.939 acres of land, located on FM 1660 South. (Ashley Lumpkin) 76 - 84

Agenda Item Report - AIR-20-288 - Pdf
R-2020-062(Res) Heselmeyer 1
Heselmeyer 1 (0.939)

8.11. Consideration and possible action on Resolution No. R-2020-063 authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Sarah Limmer Heselmeyer for 4.521 acres of land, located on FM 1660 South. (Ashley Lumpkin) 85 - 93

Agenda Item Report - AIR-20-289 - Pdf
R-2020-063(Res) Heselmeyer 2
Heselmeyer 2 (4.521)

9. ORDINANCES

9.1. Consideration of a public hearing and possible action on the first and final reading of Ordinance No. O-2020-019 approving the proposed annexation of the Wahrmund Tracts, 8.448 acres, more or less, of land, and to establish the base zoning for the property as B-2 (General Commercial). (Ashley Lumpkin) 94 - 115

Agenda Item Report - AIR-20-295 - Pdf
O-2020-019 WahrmundTractsAnnex-8.448ac(Ord)
Annex-LOI
WahrmundAnnexation(SiteMap)
Wahrmund_Dugger_Tracts
Annex-Boundary
Annex-Deed(5.448)
Annex-Deed(3.00
Annex(Voluntary)Requirements(New)

9.2. Consideration of a public hearing and possible action on the first reading of Ordinance No. O-2020-020 approving the zoning change request for the properties to be known as the Wahrmund/Dugger Tracts (3 tracts), 3.710 acres, more or less, of land, from SF-1 (Single Family Residential) to B-2 (General Commercial) zoning district, located on the northwest corner of Limmer Loop and CR 119. (Ashley Lumpkin) 116 - 122

Agenda Item Report - Pdf
O-2020-020 Wahrmund-DuggerTracts(3.710ac)(Ord)
ExA(Prop Descrip)
ZoningParcels(3)
Wahrmund_Dugger_Tracts

9.3. Consideration and possible action on the first reading of Ordinance No. O-2020-018 approving a Community Development Corporation budget amendment and expenditure approved by the Community Development Corporation Board of Directors in the amount of $300,000 to fund program administration and loans made available through the Small Business Loan and Disaster Relief Project and $50,000 to fund General Counsel legal services to 123 - 137

the Corporation.

Ordinance No. 2020-018 -CDC Budget Amendment w. backup.

9.4. Consideration and possible action on repealing Ordinance No. O-2020-016 Amending Article 2.04 Police, Section 2.04.002 Police Department to be in compliance with the Charter. 138 - 142

O-2020-016 Hutto Ordinance Amending Section 2.04.002 Police Department (002)

9.5. Consideration and Possible Action on Ordinance No. O-2020-021 Establishing a Diversity and Inclusion Commission. 143 - 150

O-2020-021 Diversity and Inclusion Commission Ordinance

Statement from the Black Families of Hutto - Rev 2

10. RESOLUTIONS

10.1. Discuss and consider approval of a Public Improvement District Policy.

10.2. Consideration and possible action on Resolution No. R-2020-064 for the first of two readings as required by Texas Local Government Code Section 501.158(b) approving a Resolution authorizing the Community Development Corporation's Small Business Loan and Disaster Relief Project. 151 - 157

R-2020-064 CDC Declaring Small Business and Disaster Relief Project.

Resolution R-2020-043-A Small Business Loan and Disaster Relief Project- G. Hyde

10.3. Consideration and possible action on Resolution No. R-2020-064 for the second of two readings as required by Texas Local Government Code Section 501.158(b) adopting a Resolution authorizing the Community Development Corporation's Small Business Loan and Disaster Relief Project. 158 - 164

R-2020-064 CDC Declaring Small Business and Disaster Relief Project.

Resolution R-2020-043-A Small Business Loan and Disaster Relief Project- G. Hyde

11. OTHER BUSINESS

11.1. Consideration and Possible Appointments, Re-appointments and/or Removals to City Boards and Commissions. 165 - 167

Boards and Commissions List 7-8-20

11.2. Update on Drainage Ditches Legends of Hutto. (Samuel Ray) 168 - 171

Agenda Item Report - AIR-20-296 - Pdf

11.3. Consideration and possible action to open a 316 investigation regarding the release of separation, severance and transition agreements and giving the Council the ability to subpoena witnesses as necessary. (Councilmember Snyder)

12. EXECUTIVE SESSION

The City Council for the City of Hutto reserves the right to adjourn into executive session

at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 [Litigation/Consultation with Attorney], 551.072 [Deliberations regarding real property], 551.073 [Deliberations regarding gifts and donations], 551.074 [Deliberations regarding personnel matters] or 551.076 [Deliberations regarding deployment/implementation of security personnel or devices] and 551.087 [Deliberations regarding Economic Development negotiations].

12.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to the River Creek Development Corporation and underlying public improvement districts including but not limited to the Co-Op District.

12.2. Deliberate the evaluation of the City Attorney pursuant to Texas Government Code Sec. 551.074(1).

12.3. Deliberate regarding commercial or financial information received from EDC Moving Systems and deliberate the offer of a financial or other incentive to EDC Moving Systems pursuant to Texas Government Code Section 551.087.

12.4. Deliberate the appointment, duties and/or removal of liaisons on any Boards or Commissions pursuant to Texas Government Code Sec. 551.074(1).

12.5. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

12.6. Receive legal advice pursuant to Texas Government Code Sec. 551.071 regarding agreement with GAR Broadcasting, LLC.

12.7. Receive legal advice in accordance with Tex. Gov't Code § 551.071 regarding waiver of City privileges and related matters.

13. ACTION RELATIVE TO EXECUTIVE SESSION

13.1. Discussion and possible action relating to legal advice pursuant to Texas Government Code Sec. 551.071 related to the River Creek Development Corporation and underlying public improvement districts, including but not limited to the Co-Op District.

13.2. Discussion and possible action relating to deliberate the evaluation of the City Attorney pursuant to Texas Government Code Sec. 551.074(1).

13.3. Discussion and possible action regarding commercial or financial information received from EDC Moving Systems and deliberate the offer of a financial or other incentive to EDC Moving Systems pursuant to Texas Government Code Section 551.087

13.4. Discussion and possible action relating to deliberate the appointment, duties and/or removal of liaisons on any Boards or Commissions pursuant to Texas Government Code Sec. 551.074(1).

13.5. Discussion and possible action relating to legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

13.6. Discussion and possible action on action relating to legal advice pursuant to Texas Government Code Sec. 551.071 regarding agreement with GAR Broadcasting, LLC.

13.7. Discuss and possible action relating to waiver of City privileges and related matters.

14. ADJOURNMENT

15. CERTIFICATION

I certify that this notice of the **July 16, 2020** Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on **July 10, 2020** at **4:00 P.M.**

Amended and reposted on 7/13/20 @ 4:30 PM

Holly Nagy

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttox.gov or call (512) 759-4033 for assistance.

MINUTES
Special Called City Council Meeting
Thursday, June 25, 2020 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: *6:00 PM*
2. ROLL CALL: *Members of the City Council present were: Mayor Doug Gaul, Mayor Pro Tem Tom Hines (by video conference), Councilmember Mike Snyder, Councilmember Peter Gordon, Councilmember Patti Martinez, (by video conference) Councilmember Tanner Rose.*
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. PROCLAMATIONS
6. CITY COUNCIL COMMENTS
   - 6.1. General Comments from City Council - *None*
7. PUBLIC COMMENT - *None*
8. CITY MANAGER COMMENTS
9. CONSENT AGENDA ITEMS
10. ORDINANCES
11. OTHER BUSINESS
12. EXECUTIVE SESSION - *Entered: 6:20 PM*
    - 12.1. Deliberate the appointment or employment of a City Manager from the applications submitted for the position of City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters.
    - 12.2. Receive legal advice from the City Attorney in accordance with Tex. Gov't Code § 551.071 (1) about pending litigation, to wit: Brushy Creek, Ltd. V City of Hutto, Cause No. 19-1497-C395 (395th Judicial District Court, Williamson County, Texas).
    - 12.3. Receive Legal Advice from the City Attorney on Pending Legal Matters and Council Legal Requests Pursuant Tex. Govt. Code § 551.071.
13. ACTION RELATIVE TO EXECUTIVE SESSION

    Reconvene: 9:55 PM

13.1. Deliberate the appointment or employment of a City Manager from the applications submitted for the position of City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters.

No action taken.

13.2. Receive legal advice from the City Attorney in accordance with Tex. Gov't Code § 551.071 (1) about pending litigation, to wit: Brushy Creek, Ltd. V City of Hutto, Cause No. 19-1497-C395 (395th Judicial District Court, Williamson County, Texas).

Councilmember T. Rose made a motion that the City Council authorize the City Attorney to take all action necessary or appropriate to represent the City's interests relating to a lawsuit styled as Brushy Creek, Ltd. v. City of Hutto, Texas, filed in Williamson County District Court. Councilmember Gordon seconded the motion. The motion passed unanimously.

13.3. Receive Legal Advice from the City Attorney on Pending Legal Matters and Council Legal Requests Pursuant Tex. Govt. Code § 551.071.

No action taken.

14. ADJOURNMENT *10:02 PM*

PASSED and APPROVED this 16th day of July.

_____
Doug Gaul, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

City of Hutto

MINUTES

City Council Meeting
Thursday, July 2, 2020 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 www.huttotx.gov

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

2. ROLL CALL
Members of the City Council present were Mayor Doug Gaul, Councilmember Scott Rose, Councilmember Mike Snyder, Councilmember Peter Gordon, Councilmember Patti Martinez, Councilmember Tanner Rose.

Absent: MPT Hines

Members of staff that were present were Byron Frankland, Assistant City Manager; Michel Sorrell, Assistant City Manager and CFO; Holly Nagy, City Secretary and; Dorothy Palumbo, City Attorney.

3. INVOCATION - Led by Councilmember Peter Gordon.

4. PLEDGE OF ALLEGIANCE- Mayor Gaul opened the meeting with the Pledge of Allegiance and the Texas Pledge.

5. CITY COUNCIL COMMENTS
Pursuant to Texas Government Code Sec. 551.0415, a member of the governance 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 Interest include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedule; (3) an honorary or salutary recognition of public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition of the subdivision; (4) a reminder regarding social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and (5) announcements involving imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

5.1. General Comments from City Council

Councilmember Snyder: stated that earlier this year a request was made for the release of all transition, separation, and termination agreements. This Council as a whole received 17 different documents, last month it was brought

to my attention that there was another group of transition agreements that not all of the council received. This batch is exclusively for certain members of the executive team of the City of Hutto. Not sure why Council as a whole didn't receive the documents that was requested. It is because of ongoing issues with what Councilmembers ask for on information, and what Councilmembers receive that I am requesting an agenda item to discuss and have possible action to have regarding a 316 investigation into this matter. I would like the item to include the ability to subpoena witnesses as needed to help understand essentially what is going on in this city. Councilmember Tanner Rose seconded the request for agenda item.

Councilmember Martinez: would like to address the concerns Ms. Nicole Calderone had about the lack of my physical presence during council meetings lately. Typically, not one to share my personal business, but since it's been brought to the public's attention, I'll be happy to explain. I have torn two discs in my back in October and have and multiple bilateral steroid injections. I'd much rather be here in person, I know the connection is very poor over video conference and has prohibited my ability to have a good debate with you guys, you all can't hear me. That's why I'm here, I'm just going to suffer through it, and conduct business as usual. I apologize for my lack of presence and thank you for your understanding.

6. PROCLAMATIONS

7. PUBLIC COMMENT
   - Nicole Calderone- via telephone
   - Robin Sutton – in person
   - Onnesha Williams- in person
   - Mary Senibaldi- via email
   - Mark McGivern- via email
   - David Roark- via email
   - Ida Weaver- via email
   - James Weaver- via email
   - Kathleen Cook- via email

8. CITY MANAGER COMMENTS

   - Misti Hancock presented the budget calendar.

   July 23rd and August 13th are special meetings for the budget hearings for public comment and votes.

9. CONSENT AGENDA ITEMS

Councilmember T. Rose made a motion to pull Items 9.1 and 9.2, Councilmember Martinez seconded the motion. The motion passed. (5:1)

VOTE:	**Ayes**	**Nays**	**Abstain**	**Absent**
Mayor Doug Gaul	X			
~~Mayor Pro Tem Tom Hines~~				X
Councilmember Scott Rose		X		
Councilmember Mike Snyder	X			
Councilmember Peter Gordon	X			
Councilmember Patti Martinez	X			
Councilmember Tanner Rose	X			

ACTION: The motion carried by a vote of 5 ayes to 1 nays.

9.1. Resolution authorizing the Interim City Manager to execute an engagement letter with the audit firm Whitley Penn, LLP for fiscal year 2020 audit. (Michel Sorrell)

Councilmember S.Rose made a motion to approve Item 9.1. Councilmember Martinez seconded the motion. The motion passed. (4:2)

VOTE:	**Ayes**	**Nays**	**Abstain**	**Absent**
Mayor Doug Gaul	X			
~~Mayor Pro Tem Tom Hines~~				X
Councilmember Scott Rose	X			
Councilmember Mike Snyder		X		
Councilmember Peter Gordon	X			
Councilmember Patti Martinez	X	X		
Councilmember Tanner Rose				

ACTION: The motion carried by a vote of 4 ayes to 2 nays.

9.2. Consideration and possible action on a resolution authorizing the Interim City Manager to execute an agreement for bond counsel legal services with McCall Parkhurst & Horton. (Michel Sorrell)

Councilmember S. Rose made a motion to approve Item 9.2, Councilmember Martinez seconded the motion. The motion passed (5:1)

VOTE:	**Ayes**	**Nays**	**Abstain**	**Absent**
Mayor Doug Gaul	X			
~~Mayor Pro Tem Tom Hines~~				X
Councilmember Scott Rose	X			
Councilmember Mike Snyder	X			
Councilmember Peter Gordon	X			
Councilmember Patti Martinez	X			
Councilmember Tanner Rose		X		

ACTION: The motion carried by a vote of 5 ayes to 1 nay.

10. ORDINANCES

10.1 Consideration and possible action on the first reading of an ordinance approving a Community Development Corporation budget amendment and expenditure approved by the Community Development Corporation Board of Directors in the amount of $300,000 to fund program administration and loans made available through the Small Business Loan and Disaster Relief Project and $50,000 to fund General Counsel legal services to the Corporation.

Recessed 8:10 PM
Returned 8:20 PM

Councilmember S.Rose made a motion to table Item 10.1 until the next meeting (7/16) and would like to have a CDC Member present. Councilmember Martinez seconded the motion.

Councilmember Snyder would like to see some back up documentation.

The motion passed unanimously.

11. RESOLUTIONS

12. OTHER BUSINESS

12.1. Discussion and possible action on the next steps, schedule and interview process for the search for the City Manager.

Mr. Doug Thomas from SGR presented. Presentation ensued.

Councilmember Snyder made a motion to keep the candidate names confidential until top 5 candidates are chosen. Councilmember Martinez seconded the motion. The motion passed unanimously.

12.2. Discussion, consideration and possible action on the Mayor's order of June 29, 2020, issued pursuant to the authority of Governor Abbott's Executive Order GA-28 to make any necessary modifications to protect the public health and safety and reduce the substantial risk of harm to the public related to COVID-19 consistent with the Governor's executive orders.

Councilmember Snyder made a motion to revoke the Mayor's Order of June 29, 2020 at 12:00 AM on 7/3/2020. Councilmember S. Rose seconded the motion. The motion passed unanimously.

12.3. Consideration and Possible Appointments, Re-appointments and/or Removals to City Boards and Commissions.

Discussion ensued regarding starting a diversity task force/commission.

Councilmember Martinez made a motion to add the following item to the next agenda: Discussion and possible action on a resolution creating a diversity board or commission.

Mayor Gaul suggested soliciting input from various individuals.

Councilmember Martinez appointed Jerica Lawyer to the Planning & Zoning Commission. Councilmember S.Rose seconded the motion. The motion passed unanimously.

Councilmember Gordon appointed Kevin Grimm to the Parks Advisory Board. Councilmember Martinez seconded the motion. The motion passed unanimously.

13. EXECUTIVE SESSION – *Held in open 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].

13.1 Deliberate the duties of the Mayor and City Council Members pursuant to Texas Government Code Section 551.074, Personnel Matters.

Councilmember S. Rose made a motion to table Items 13.1 and 14.1 to be held in open session and when all 7 members can be present. Councilmember Martinez seconded the motion.

Discussion ensued regarding the specifics of discussing the item.

Brief 5-minute recess was taken. Councilmember Martinez rejoined the meeting via video conference.

Item 13.1 was discussed in open session at this time.

14. ACTION RELATIVE TO EXECUTIVE SESSION

14.1. Deliberate the duties of the Mayor and City Council Members pursuant to Texas Government Code Section 551.074, Personnel Matters.

Item was held in open session. No action taken.

15. ADJOURNMENT *– 11:39 PM*

PASSED and APPROVED this 16th day of July.

_____
Doug Gaul, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration and possible action on a resolution approving the proposed Brooklands Section Five Final Plat, 37.2227 acres, more or less, of land, 125 residential lots, located at Brooklands Boulevard at CR 163.(Ashley Lumpkin)
Meeting:	City Council - 16 Jul 2020
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

AIR-20-065

The proposed Brooklands Section Five Final Plat is approximately 37.2227 acres of land, with 125 residential lots. This phase is most southeastern section of the subdivision, east of Section 3 and south of the future Section 6.

Current Zoning:

The subject property is zoned SmartCode, T3 and T4, Single-Family Residential.

Surrounding Zoning:

North: SF-1 (Hutto ISD Property)

East: Extra-Territorial Jurisdiction (Farmland)

South: Parkland (City of Hutto Amphitheater)

West: Other Phases of Brooklands Subdivision

Summary of Request:

The proposed Final Plat is comprised of 125 Single-Family Lots, 9 open space/landscape lots and has a total acreage of 37.2227. The majority of the lots are 50 feet in width, but all lot widths comply with the T4 Transect Zone of the SmartCode.

Staff Review:

The proposal meets the minimum standards as required in the Unified Development Code and state law. The proposed street layout provides for connectivity between previous sections of Brooklands and the adjacent properties. This provides a needed collection and alternate routes in the area.

Staff Review:

The proposal meets the minimum standards as required in the Planned Unit Development, Unified Development Code and state law. The proposed street layout provides for connectivity between adjacent developments. This provides a needed collection and alternate routes in the area.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, and the Final Plat meets the requirements as adopted within the Unified Development Code, Staff recommends the City Council approve the resolution for the Final Plat.

RESOLUTION NO. R-2020-055

A RESOLUTION APPROVING THE PLAT KNOWN AS "BROOKLANDS SECTION FIVE FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the plat known as "Brooklands Section Five Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **16th** day of the month **July, 2020.**

THE CITY OF HUTTO, TEXAS

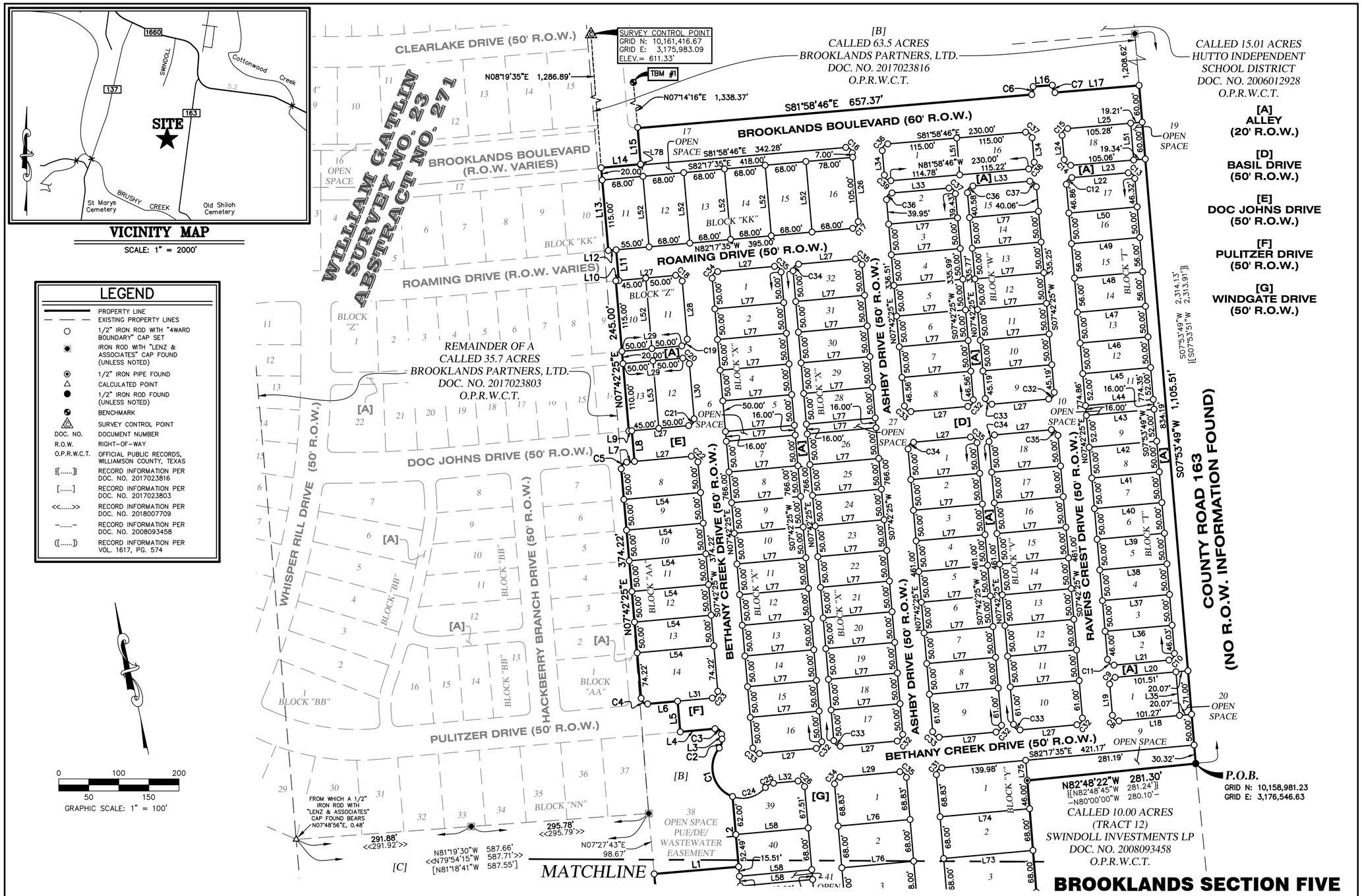
_____

Doug Gaul, Mayor

ATTEST:

_____

Holly Nagy, City Secretary



BROOKLANDS SECTION FIVE
City of Hutto, Williamson County, Texas

Received 06/04/2020

BENCHMARK NOTE:
TBM #1– SQUARE CUT ON TOP OF CONCRETE CURB ON THE EAST SIDE OF SWINDOLL LANE, BEING ±21' FROM THE APPROXIMATE CENTER SWINDOLL LANE, ALSO BEING ±118' FROM THE TERMINUS OF SWINDOLL LANE AND ±23' SOUTH OF THE SOUTH END OF A CONCRETE HEADWALL.
ELEVATION = 611.39'.

ACREAGE: 37.2227
PATENT SURVEY: WILLIAM GATLIN SURVEY 23, ABSTRACT 271
NUMBER OF BLOCKS: 10
NUMBER OF LOTS: 134
SINGLE FAMILY/RESIDENTIAL LOTS: 125
SINGLE FAMILY/RESIDENTIAL LOTS (TOTAL ACREAGE): 19.6614
OPEN SPACE/LANDSCAPE LOTS: 9
LINEAR FEET OF NEW STREET: 10,332.73'

OWNER:
BROOKLANDS PARTNERS, LTD.
P.O. BOX 670649
DALLAS, TEXAS 75367

ENGINEER:
MILLER GRAY, LLC.
7320 N. MOPAC EXPRESSWAY, SUITE 203
AUSTIN, TEXAS 78731

SURVEYOR:
4WARD LAND SURVEYING
2201 WOODWARD STREET
AUSTIN, TEXAS 78745

Transect	T3	T4
Principal Building		
Front Setback Principal	24 ft. min	20 ft. max
Front Setback Secondary	20 ft. max	12 ft. max
Side Setback	18 ft. min. total	0 ft. min. 8 ft. total max
Rear Setback	24 ft. min	3 ft. min
Frontage Buildout	50% min	70%
Secondary Building		
Front Setback	20 ft. min. + bldg. setback	20 ft. min + bldg. setback
Side Setback	3 ft. or 6 ft.	0 ft. min or 3 ft.
Rear Setback	3 ft. min.	3 ft.

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

Date:	5/22/2020
Project:	00569
Scale:	1" = 100'
Reviewer:	PRB
Tech:	BAP
Field Crew:	TF/SR
Survey Date:	FEB. 2017
Sheet:	1 OF 4

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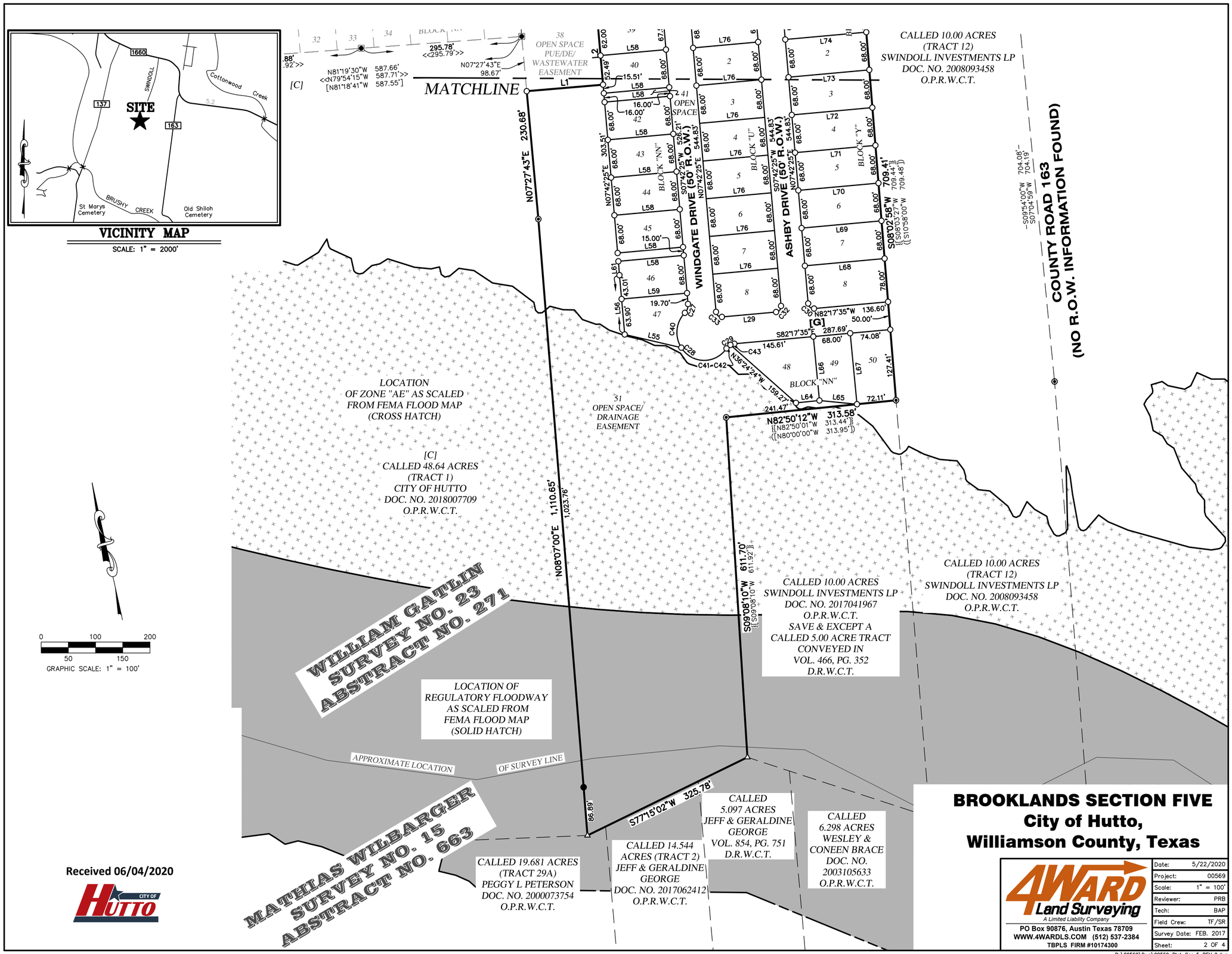
VICINITY MAP
SCALE: 1" = 2000'
SITE
1660
137
163
SWINDOLL
Cottonwood Creek
BRUSHY CREEK
St Marys Cemetery
Old Shiloh Cemetery
MATCHLINE
N07°27'43"E 230.68'
N07°27'43"E 98.67'
38 OPEN SPACE PUE/DE/ WASTEWATER EASEMENT
41 OPEN SPACE
WINDGATE DRIVE (50' R.O.W.)
ASHBY DRIVE (50' R.O.W.)
BLOCK "NN"
BLOCK "U"
BLOCK "Y"
CALLED 10.00 ACRES (TRACT 12) SWINDOLL INVESTMENTS LP DOC. NO. 2008093458 O.P.R.W.C.T.
COUNTY ROAD 163 (NO R.O.W. INFORMATION FOUND)
S08°02'58"W 709.41'
N82°17'35"W 136.60'
S82°17'35"E 287.69'
N82°50'12"W 313.58'
51 OPEN SPACE/ DRAINAGE EASEMENT
LOCATION OF ZONE "AE" AS SCALED FROM FEMA FLOOD MAP (CROSS HATCH)
[C] CALLED 48.64 ACRES (TRACT 1) CITY OF HUTTO DOC. NO. 2018007709 O.P.R.W.C.T.
N08°07'00"E 1,110.65'
S09°08'10"W 611.70'
CALLED 10.00 ACRES SWINDOLL INVESTMENTS LP DOC. NO. 2017041967 O.P.R.W.C.T. SAVE & EXCEPT A CALLED 5.00 ACRE TRACT CONVEYED IN VOL. 466, PG. 352 D.R.W.C.T.
CALLED 10.00 ACRES (TRACT 12) SWINDOLL INVESTMENTS LP DOC. NO. 2008093458 O.P.R.W.C.T.
WILLIAM GATLIN SURVEY NO. 23 ABSTRACT NO. 271
LOCATION OF REGULATORY FLOODWAY AS SCALED FROM FEMA FLOOD MAP (SOLID HATCH)
APPROXIMATE LOCATION OF SURVEY LINE
S77°15'02"W 325.78'
MATHIAS WILBARGER SURVEY NO. 15 ABSTRACT NO. 663
CALLED 19.681 ACRES (TRACT 29A) PEGGY L PETERSON DOC. NO. 2000073754 O.P.R.W.C.T.
CALLED 14.544 ACRES (TRACT 2) JEFF & GERALDINE GEORGE DOC. NO. 2017062412 O.P.R.W.C.T.
CALLED 5.097 ACRES JEFF & GERALDINE GEORGE VOL. 854, PG. 751 D.R.W.C.T.
CALLED 6.298 ACRES WESLEY & CONEEN BRACE DOC. NO. 2003105633 O.P.R.W.C.T.
GRAPHIC SCALE: 1" = 100'
Received 06/04/2020
CITY OF HUTTO
BROOKLANDS SECTION FIVE
City of Hutto,
Williamson County, Texas
4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300
Date: 5/22/2020
Project: 00569
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Reviewer: PRB
Tech: BAP
Field Crew: TF/SR
Survey Date: FEB. 2017
Sheet: 2 OF 4
P:\00569\Dwg\00569_Plat_Sec 5_REV 2.dwg

LEGAL DESCRIPTION

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 37.2227 ACRES (1,621,422 SQUARE FEET) OUT OF THE WILLIAM GATLIN SURVEY NO. 23, ABSTRACT NO. 271 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 35.7 ACRE TRACT, BOTH CONVEYED TO BROOKLANDS PARTNERS, LTD., IN DOCUMENT NO. 2017023803 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING A PORTION OF THE REMAINDER OF A CALLED 63.5 ACRE TRACT CONVEYED TO BROOKLANDS PARTNERS, LTD IN DOCUMENT NO. 2017023816 OF THE (O.P.R.W.C.T.), SAID 37.2227 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2–INCH IRON ROD FOUND IN THE WEST RIGHT–OF–WAY LINE OF COUNTY ROAD 163 (NO RIGHT–OF–WAY INFORMATION FOUND), BEING THE MOST NORTHERLY SOUTHEAST CORNER OF SAID BROOKLANDS 63.5 ACRES TRACT, AND BEING THE NORTHEAST CORNER OF A CALLED 10.00 ACRES (CALLED TRACT 12) CONVEYED TO SWINDOLL INVESTMENTS LP IN DOCUMENT NO. 2008093458 (O.P.R.W.C.T.), AND BEING THE MOST NORTHERLY SOUTHEAST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, LEAVING THE WEST RIGHT–OF–WAY LINE OF SAID COUNTY ROAD 163, WITH THE COMMON LINE OF SAID BROOKLANDS 63.5 ACRES TRACT AND SAID SWINDOLL INVESTMENTS 10.00 ACRES (CALLED TRACT 12) TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N82°48'22"W, A DISTANCE OF 281.30 FEET TO A 1/2–INCH IRON PIPE FOUND FOR AN ANGLE POINT HEREOF,
2) S08°02'58"W, A DISTANCE OF 709.41 FEET TO A 1/2–INCH IRON PIPE FOUND FOR AN ANGLE POINT HEREOF, BEING AN ANGLE POINT IN THE EAST LINE OF SAID BROOKLANDS 63.5 ACRES TRACT, AND BEING THE NORTHEAST CORNER OF A CALLED 10.00 ACRES (CALLED TRACT 12) TRACT, SAVE AND EXCEPT A 5.00 ACRE TRACT IN VOLUME 466, PAGE 352 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.) CONVEYED TO SWINDOLL INVESTMENTS LP IN DOCUMENT NO. 2017041967 (O.P.R.W.C.T.);

THENCE, LEAVING THE WEST LINE OF SAID SWINDOLL 10.00 ACRES (CALLED TRACT 12) TRACT, WITH THE COMMON LINE OF SAID BROOKLANDS 63.5 ACRES TRACT AND SAID SWINDOLL 10.00 ACRES TRACT THE FOLLOWING TOW (2) COURSES AND DISTANCES:

1) N82°50'12"W, A DISTANCE OF 313.58 FEET TO A 1/2–INCH IRON PIPE FOUND FOR AN ANGLE POINT HEREOF,
2) S09°08'10"W, A DISTANCE OF 611.70 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF, BEING IN BRUSHY CREEK, AND BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID BROOKLANDS 63.5 ACRES TRACT, AND BEING THE SOUTHWEST CORNER OF SAID SWINDOLL 10.00 ACRES TRACT, AND BEING IN THE NORTH LINE OF A CALLED 5.097 ACRES TRACT CONVEYED TO JEFF & GERALDINE GEORGE IN VOLUME 854, PAGE 751 (D.R.W.C.T.);

THENCE, LEAVING THE WEST LINE OF SAID SWINDOLL 10.00 ACRES TRACT, WITH THE SOUTH LINE OF SAID BROOKLANDS 63.5 ACRES TRACT, IN PART WITH THE NORTH LINE OF SAID GEORGE 5.097 ACRES TRACT, WITH THE NORTH LINE OF A CALLED 14.544 ACRES TRACT (CALLED TRACT 2) CONVEYED TO JEFF & GERALDINE GEORGE IN DOCUMENT NO. 2017062412 (O.P.R.W.C.T.), IN PART WITH THE NORTH LINE OF SAID CALLED 19.681 ACRES TRACT (CALLED TRACT 29A) CONVEYED TO PEGGY L PETERSON IN DOCUMENT NO. 2000073754 (O.P.R.W.C.T.), S77°15'02"W, A DISTANCE OF 325.78 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER HEREOF, BEING THE SOUTHWEST CORNER OF SAID BROOKLANDS 63.5 ACRES TRACT, AND BEING THE SOUTHEAST CORNER OF A CALLED 48.64 ACRES TRACT (CALLED TRACT 1) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2018007709 (O.P.R.W.C.T.);

THENCE, LEAVING THE NORTH LINE OF SAID PETERSON 19.681 ACRES TRACT, WITH THE COMMON LINE OF SAID BROOKLANDS 63.5 ACRES TRACT AND SAID CITY OF HUTTO TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N08°07'00"E, PASSING AT A DISTANCE OF 86.89 FEET A 1/2–INCH IRON ROD FOUND FOR REFERENCE ON THE HIGH BANK OF BRUSHY CREEK, IN ALL A DISTANCE OF 1,110.65 FEET TO A 1/2–INCH IRON PIPE FOUND FOR AN ANGLE POINT HEREOF,
2) N07°27'43"E, A DISTANCE OF 230.68 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF, FROM WHICH AN IRON ROD WITH LENZ & ASSOCIATES CAP FOUND FOR AN ANGLE POINT IN THE WEST LINE OF SAID BROOKLANDS 63.5 ACRES TRACT, BEING THE SOUTHEAST CORNER OF SAID BROOKLANDS 35.7 ACRES TRACT, AND BEING THE NORTHEAST CORNER OF SAID CITY OF HUTTO TRACT BEARS, N07°27'43 W, A DISTANCE OF 98.67 FEET;

THENCE, LEAVING THE EAST LINE OF SAID CITY OF HUTTO TRACT, OVER AND ACROSS SAID BROOKLANDS 63.5 ACRES TRACT AND SAID BRROKLANDS 35.7 ACRES TRACT THE FOLLOWING TWENTY–EIGHT (28) COURSES AND DISTANCES:

1) S82°00'00"E, A DISTANCE OF 140.85 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
2) N07°42'25"E, A DISTANCE OF 114.49 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A NON–TANGENT POINT OF CURVATURE HEREOF,
3) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 95.95 FEET AND WHOSE CHORD BEARS N02°51'05"W, A DISTANCE OF 81.89 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A NON–TANGENT POINT OF COMPOUND CURVATURE HEREOF,
4) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 15.50 FEET AND WHOSE CHORD BEARS N29°54'53"E, A DISTANCE OF 15.12 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
5) N07°42'25"E, A DISTANCE OF 7.79 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
6) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.71 FEET AND WHOSE CHORD BEARS N37°17'35"W, A DISTANCE OF 14.14 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
7) N82°17'35"W, A DISTANCE OF 58.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
8) N07°42'25"E, A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
9) N82°17'35"W, A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
10) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.71 FEET AND WHOSE CHORD BEARS N37°17'35"W, A DISTANCE OF 14.14 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
11) N07°42'25"E, A DISTANCE OF 374.22 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
12) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.71 FEET AND WHOSE CHORD BEARS N52°42'25"E, A DISTANCE OF 14.14 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A POINT OF TANGENCY HEREOF,
13) S82°17'35"E, A DISTANCE OF 13.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
14) N07°42'25"E, A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
15) N82°17'35"W, A DISTANCE OF 5.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
16) N07°42'25"E, A DISTANCE OF 245.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
17) S82°17'35"E, A DISTANCE OF 5.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
18) N07°42'25"E, A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
19) N82°17'35"W, A DISTANCE OF 13.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
20) N07°42'25"E, A DISTANCE OF 135.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
21) S82°17'35"E, A DISTANCE OF 65.82 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
22) N08°01'14"E, A DISTANCE OF 58.76 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR THE NORTHWEST CORNER HEREOF,
23) S81°58'46"E, A DISTANCE OF 657.37 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A POINT OF CURVATURE HEREOF,
24) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 13.25 FEET AND WHOSE CHORD BEARS N23°12'09"E, A DISTANCE OF 13.09 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
25) S81°29'58"E, A DISTANCE OF 32.00 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR A NON–TANGENT POINT OF CURVATURE HEREOF,
26) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 12.98 FEET AND WHOSE CHORD BEARS S07°28'30"E, A DISTANCE OF 12.83 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR AN ANGLE POINT HEREOF,
27) S81°58'46"E, A DISTANCE OF 140.38 FEET TO A 1/2–INCH IRON ROD WITH 4WARD–BOUNDARY CAP SET FOR THE NORTHEAST CORNER HEREOF, BEING IN THE EAST LINE OF SAID BROOKLANDS 63.5 ACRES TRACT, AND BEING IN THE WEST RIGHT–OF–WAY LINE OF SAID COUNTY ROAD 163, FROM WHICH AN IRON ROD WITH LENZ & ASSOCIATES CAP FOUND FOR THE NORTHEAST CORNER OF SAID BROOKLANDS 63.5 ACRES TRACT, AND BEING THE SOUTHEAST CORNER OF A CALLED 15.01 ACRES TRACT CONVEYED TO HUTTO INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NO. 2006012928 (O.P.R.W.C.T.) BEARS, N07°53'49 E, A DISTANCE OF 1,208.62 FEET;

THENCE, WITH THE EAST LINE OF SAID BROOKLANDS 63.5 ACRES TRACT, AND BEING IN THE WEST RIGHT–OF–WAY LINE OF SAID COUNTY ROAD 163, S07°53'49"W, A DISTANCE OF 1,105.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 37.2227 ACRES (1,621,422 SQUARE FEET) OF LAND, MORE OR LESS.

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S82°00'00"E	140.85'
L2	N07°42'25"E	114.49'
L3	N07°42'25"E	7.79'
L4	N82°17'35"W	58.00'
L5	N07°42'25"E	50.00'
L6	N82°17'35"W	50.00'
L7	S82°17'35"E	13.00'
L8	N07°42'25"E	50.00'
L9	N82°17'35"W	5.00'
L10	S82°17'35"E	5.00'
L11	N07°42'25"E	50.00'
L12	N82°17'35"W	13.00'
L13	N07°42'25"E	135.00'
L14	S82°17'35"E	65.82'
L15	N08°01'14"E	58.76'
L16	S81°29'58"E	32.00'
L17	S81°58'46"E	140.38'
L18	N82°17'35"W	121.34'
L19	N07°42'25"E	51.00'
L20	S82°17'35"E	121.58'
L21	N82°17'35"W	91.67'
L22	S81°58'46"E	94.24'
L23	N81°58'46"W	124.40'
L24	N07°42'25"E	40.00'
L25	S81°58'46"E	124.49'
L26	S07°42'25"W	112.00'
L27	S82°17'35"E	95.00'
L28	S07°42'25"W	95.00'
L29	N82°17'35"W	100.00'
L30	S07°42'25"W	90.00'
L31	N82°17'35"W	58.00'
L32	S82°17'35"E	41.00'
L33	S81°58'46"E	95.00'
L34	N07°42'25"E	40.00'
L35	S07°53'51"W	71.00'
L36	N82°17'35"W	111.83'
L37	N82°17'35"W	111.99'
L38	N82°17'35"W	112.16'
L39	N82°17'35"W	112.32'
L40	N82°17'35"W	112.49'
L41	N82°17'35"W	112.66'
L42	N82°17'35"W	112.82'
L43	N82°17'35"W	113.00'
L44	N82°17'35"W	113.05'
L45	N82°17'35"W	113.22'
L46	N82°17'35"W	113.39'
L47	N82°17'35"W	113.55'
L48	N82°17'35"W	113.74'
L49	N82°17'35"W	113.92'
L50	N82°17'35"W	114.09'

LINE TABLE

LINE #	DIRECTION	LENGTH
L51	N08°01'14"E	60.00'
L52	N07°42'25"E	115.00'
L53	S07°42'25"W	110.00'
L54	N82°17'35"W	128.00'
L55	N64°22'19"W	106.71'
L56	N07°35'50"E	106.91'
L58	N82°17'35"W	120.71'
L59	N82°17'35"W	120.83'
L61	N08°10'34"E	24.99'
L64	N82°50'01"W	43.29'
L65	N71°43'54"W	69.30'
L66	S07°09'59"W	115.39'
L67	S07°09'59"W	128.09'
L68	N82°17'35"W	147.07'
L69	N82°17'35"W	147.48'
L70	N82°17'35"W	147.88'
L71	N82°17'35"W	148.29'
L72	N82°17'35"W	148.69'
L73	N82°17'35"W	149.10'
L74	N82°17'35"W	149.51'
L75	N08°02'43"E	32.84'
L76	N82°17'35"W	120.00'
L77	N82°17'35"W	115.00'
L78	S08°01'14"W	1.24'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	95.95'	50.00'	109°56'50"	N02°51'05"W	81.89'
C2	15.50'	20.00'	44°24'55"	N29°54'53"E	15.12'
C3	15.71'	10.00'	90°00'00"	N37°17'35"W	14.14'
C4	15.71'	10.00'	90°00'00"	N37°17'35"W	14.14'
C5	15.71'	10.00'	90°00'00"	N52°42'25"E	14.14'
C6	13.25'	24.50'	30°59'28"	N23°12'09"E	13.09'
C7	12.98'	24.50'	30°21'50"	S07°28'30"E	12.83'
C8	15.71'	10.00'	90°00'00"	N37°17'35"W	14.14'
C9	15.71'	10.00'	90°00'00"	N52°42'25"E	14.14'
C10	15.67'	10.00'	89°48'36"	S52°48'07"W	14.12'
C11	15.71'	10.00'	90°00'00"	N37°17'35"W	14.14'
C12	15.76'	10.00'	90°18'49"	N52°51'49"E	14.18'
C13	15.69'	10.00'	89°52'35"	S37°02'28"E	14.13'
C14	15.65'	10.00'	89°41'11"	N37°08'11"W	14.10'
C15	15.76'	10.00'	90°18'49"	N52°51'49"E	14.18'
C16	15.51'	10.00'	88°51'13"	S37°22'19"E	14.00'
C17	15.71'	10.00'	90°00'00"	S52°42'25"W	14.14'
C18	15.71'	10.00'	90°00'00"	S37°17'35"E	14.14'
C19	15.71'	10.00'	90°00'00"	S52°42'25"W	14.14'
C20	15.71'	10.00'	90°00'00"	S37°17'35"E	14.14'
C21	15.71'	10.00'	90°00'00"	S52°42'25"W	14.14'
C22	15.71'	10.00'	90°00'00"	S37°17'35"E	14.14'
C23	15.71'	10.00'	90°00'00"	S52°42'25"W	14.14'
C24	60.11'	50.00'	68°53'00"	N87°44'01"E	56.56'
C25	15.51'	20.00'	44°25'57"	N75°30'29"E	15.12'
C26	15.71'	10.00'	90°00'00"	S37°17'35"E	14.14'
C27	17.45'	20.00'	49°59'41"	S32°42'16"W	16.90'
C28	165.80'	50.00'	189°59'23"	S37°17'35"E	99.62'
C29	17.45'	20.00'	49°59'32"	N72°42'30"E	16.90'
C30	15.71'	10.00'	90°00'00"	N37°17'35"W	14.14'
C31	15.71'	10.00'	90°00'00"	N52°42'25"E	14.14'
C32	15.71'	10.00'	90°00'00"	S52°42'25"W	14.14'
C33	15.71'	10.00'	90°00'00"	N37°17'35"W	14.14'
C34	15.71'	10.00'	90°00'00"	N52°42'25"E	14.14'
C35	15.71'	10.00'	90°00'00"	S37°17'35"E	14.14'
C36	15.76'	10.00'	90°18'49"	N52°51'49"E	14.18'
C37	15.65'	10.00'	89°41'11"	S37°08'11"E	14.10'
C38	15.76'	10.00'	90°18'49"	S52°51'49"W	14.18'
C39	15.65'	10.00'	89°41'11"	N37°08'11"W	14.10'
C40	67.99'	50.00'	77°54'50"	S18°44'41"W	62.87'
C41	97.80'	50.00'	112°04'33"	S76°15'00"E	82.94'
C42	9.80'	20.00'	28°05'02"	N61°45'15"E	9.71'
C43	7.65'	20.00'	21°54'29"	N86°45'01"E	7.60'

BROOKLANDS SECTION FIVE
City of Hutto,
Williamson County, Texas

Received 06/04/2020

CITY OF HUTTO

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

Date:	5/22/2020
Project:	00569
Scale:	1" = 100'
Reviewer:	PRB
Tech:	BAP
Field Crew:	TF/SR
Survey Date:	FEB. 2017
Sheet:	3 OF 4

P:\00569\Dwg\00569_Plat_Sec 5_REV 2.dwg

STATE OF TEXAS {
COUNTY OF _____ {

KNOW ALL MEN BY THESE PRESENTS

THAT MARIANNE PLANCKE, MANAGER OF INTERMANDECO GP, LLC, GENERAL PARTNER OF BROOKLANDS PARTNERS, LTD, BEING THE OWNER OF 37.2227 ACRES OF LAND OUT OF THE WILLIAM GATLIN SURVEY NO. 23, ABSTRACT NO. 271, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 35.7 ACRE TRACT AND A PORTION OF A CALLED 63.5 ACRE TRACT, ALL CONVEYED TO BROOKLANDS PARTNERS, LTD., IN DOCUMENT NOS. 2017023803 AND 2017023816 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT LAND, AND DO HEREBY SUBDIVIDE 37.2227 ACRES OUT OF THE SAID 99.2 ACRES AS SHOWN HEREON, TO BE KNOWN AS

"BROOKLANDS SECTION FIVE"

AND DO CONSENT TO ALL PLAT REQUIREMENTS SHOWN HEREON, AND HEREBY DEDICATE TO THE PUBLIC THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES

WITNESS MY HAND THIS _____ DAY OF _____, 20__.

BY: _____
BROOKLANDS PARTNERS, LTD
BY: INTERMANDECO GP, LLC, IT'S GENERAL PARTNER
BY: MARIANNE PLANCKE, MANAGER
P.O. BOX 670649
DALLAS, TEXAS 75367

STATE OF TEXAS {
COUNTY OF _____ {

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

THE _____ DAY OF _____, 20___,

BY, MARIANNE PLANCKE, MANAGER OF INTERMANDECO GP, LLC, GENERAL PARTNER OF BROOKLANDS PARTNERS, LTD., WITNESS MY

HAND AND SEALED IN MY OFFICE, THIS THE _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC, THE STATE OF TEXAS

_____ _____
PRINTED NAME MY COMMISSION EXPIRES

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

I, STEVEN M. DUARTE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF HUTTO, TEXAS SUBDIVISION ORDINANCE, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND. LOT CORNERS WILL BE SET AFTER THE PLAT IS RECORDED AND SITE GRADING IS COMPLETE.

PRELIMINARY FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE 5/22/2020

STEVEN M. DUARTE R.P.L.S. NO. 5940 DATE
4WARD LAND SURVEYING
2201 WOODWARD STREET, SUITE 2201
AUSTIN, TEXAS 78744
512-537-2384

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

THAT I, J. TRAVIS WILSON, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE. A PORTION OF THIS SUBDIVISION IS LOCATED WITHIN ZONE 'AE', AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO.48491C 0520F, WILLIAMSON COUNTY, TEXAS DATED DECEMBER 20, 2019.

I, J. TRAVIS WILSON, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

_____
J. TRAVIS WILSON, P.E. 97307 DATE
MILLER GRAY, LLC T.B.P.E. FIRM NO. 16302
7320 N. MOPAC EXPRESSWAY, SUITE 203
AUSTIN, TEXAS 78731

STREET NAMES APPROVED

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACK LINES SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN ARTICLE 6, TABLE 14 OF THE SMARTCODE.
3. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
4. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET SIDE PROPERTY LINES.
5. A ONE (1) FOOT SIDEWALK EASEMENT IS HEREBY DEDICATED ON EACH SIDE OF ALL FRONT LOT LINES AND SIDE STREET YARD LOT LINES, AND A TWO (2) FOOT SIDEWALK EASEMENT IS HEREBY DEDICATED WHERE REQUIRED TO INSTALL STANDARD SIDEWALK CURB RAMPS.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
8. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH UDC SEC. 10.505.9.
9. SIDEWALKS AND STREET TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION IN ACCORDANCE WITH THE APPROVED SMARTCODE REGULATING PLAN (0-16-10-20-6A).
10. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
11. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
12. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTTO
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR
GAS (NATURAL OR PROPANE): ATMOS ENERGY/TEXAS COMMUNITY PROPANE
PHONE/CABLE: TIME WARNER CABLE/CENTURY LINK
13. PORTIONS OF THIS PROPERTY IS LOCATED WITHIN ZONE 'X'-SHADED, AREAS OF 0.2% ANNUAL CHANCE FLOOD; PORTIONS OF THIS PROPERTY IS LOCATED WITHIN ZONE 'AE' AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN, BASE FLOOD ELEVATIONS DETERMINED; AND POTIONS OF THIS PROPERTY IS LOCATED WITHIN THE REGULATORY FLOODWAY, AS SHOWN ON F.I.R.M. MAP NO. 48491C 0520F, DATED DECEMBER 20, 2019.
14. THE FOLLOWING LOTS ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE BROOKLANDS ASSOCIATION OF HOMEOWNERS INC.:

    LOT 17, BLOCK KK, LOT 41, BLOCK NN, LOTS 10, 19, 20, BLOCK T, LOT 9, BLOCK Y, AND LOTS 6, 27, BLOCK X
15. THE FOLLOWING LOTS ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE CITY OF HUTTO:

    LOT 51, BLOCK NN
16. SHARED USE PATH LOTS SHALL BE DEVELOPED IN ACCORDANCE WITH THE APPROVED SMARTCODE REGULATING PLAN (0-16-10-20-6A)
17. THIS SUBDIVISION WILL BE ZONED: SMARTCODE
18. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE-FAMILY USE, UNLESS OTHERWISE SPECIFIED.
19. ALL STREET TREES NOT FRONTING OR SIDING A RESIDENTIAL OR COMMERCIAL LOT WILL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION IS RESPONSIBLE FOR ENFORCING PRIVATE PROPERTY OWNER MAINTENANCE.
20. STREETS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE REQUIRE FIRE LANE SIGNAGE ON ONE SIDE OF THE STREET. (2018 IFC APPENDIX D SEC. D103.6.2).

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF HUTTO, THIS THE

_____ DAY OF _____, 2020.

_____
ASHBY GRUNDMAN, DEVELOPMENT SERVICES DIRECTOR DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE

_____ DAY OF _____, 20___.

_____ _____
DOUG GAUL, MAYOR DATE CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON } KNOWN ALL MEN BY THESE PRESENTS

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF

AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF

_____, 20__ A.D., AT ____O'CLOCK, ___.M., AND DULY RECORDED THIS

_____ DAY OF _____, 20__ A.D., AT ____O'CLOCK, ___.M. IN THE OFFICIAL

PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Received 06/04/2020

CITY OF HUTTO

STREET TABLE

STREET NAME	DESIGN SPEED	LENGTH OF STREET
BROOKLANDS BOULEVARD	35	836.67'
ASHBY DRIVE	30	1,637.53'
RAVENS CREST DRIVE	30	1,063.56'
ROAMING DRIVE	30	430.00'
BASIL DRIVE	30	300.00'
BETHANY CREEK DRIVE	30	1,592.26'
DOC JOHNS DRIVE	30	130.00'
PULITZER DRIVE	30	93.00'
WINDGATE DRIVE	30	956.28'
ALLEYS (COMBINED)	15	3,283.43'

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000111448862.

SURVEY CONTROL:

STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS (NAVD88) SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS (PROCESSED BY O.P.U.S.,) ON DATE FEBRUARY 16, 2017, 4WARD CONTROL POINT WAS CHECKED TO LCRA MON A845, HAVING A PUBLISHED GRID COORDINATE & NAVD 88, ELEVATION OF N 10,161,482.63, E 3,179,254.828, ELEV. 598.3088'.

BROOKLANDS SECTION FIVE
City of Hutto,
Williamson County, Texas

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

Date:	5/22/2020
Project:	00569
Scale:	1" = 100'
Reviewer:	PRB
Tech:	BAP
Field Crew:	TF/SR
Survey Date:	FEB. 2017
Sheet:	4 OF 4

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City Council

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration and possible action on a resolution approving the proposed Cross Creek Subdivision Phases 3 and 4 Final Plat, 36.60 acres, more or less, of land, 168 residential lots, located at off of CR 199.(Ashley Lumpkin)
Meeting:	City Council - 16 Jul 2020
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Cross Creek Sections 3 and 4 Final Plat is approximately 36.60 acres of land, with 168 single-family residential lots, 1 greenlink/water easement lot, 1 greenlink/drainage easement lot, 2 open space/pue lots and 6.90 acres of right-of-way.

This Final Plat is the final 2 phases of Cross Creek. The first two phases have already been approved by City Council.

Current Zoning:

The subject property is zoned PUD with a base zoning of SF-1.

Surrounding Zoning:

North: ETJ

East: PUD (Meadows at Cottonwood Creek)

South: Glenwood Subdivision

West: Creekside Park

Summary of Request:

The proposed Final Plat is comprised of 168 Single-Family Lots, 1 greenlink/water easement lot, 1 greenlink/drainage easement lot, 2 open space/pue lots, 6.90 acres of right-of-way, and has a total acreage 36.60 acres.

Phase 3 is 110 lots, 107 are single-family residential, 1 greenlink and 2 open space lots. There are 66 lots that are 45 feet wide, and 41 lots that are 50 feet wide.

Phase 4 is 62 lots. There is 1 greenlink lot in this section, the rest are single-family. Of those lots, 17 are 50 feet wide and 44 are 60 feet wide lots.

Staff Review:

The proposal meets the minimum standards as required in the Planned Unit Development, Unified Development Code and state law.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Nor applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, and the Final Plat meets the requirements as adopted within the Unified Development Code, Staff recommends the City Council approve the resolution for the Final Plat.

RESOLUTION NO. R-2020-056

A RESOLUTION APPROVING THE PLAT KNOWN AS "CROSS CREEK SUBDIVISION PHASES 3 AND 4 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the plat known as "Cross Creek Subdivision Phases 3 and 4 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 1**6th** day of the month **July, 2020.**

THE CITY OF HUTTO, TEXAS

_____

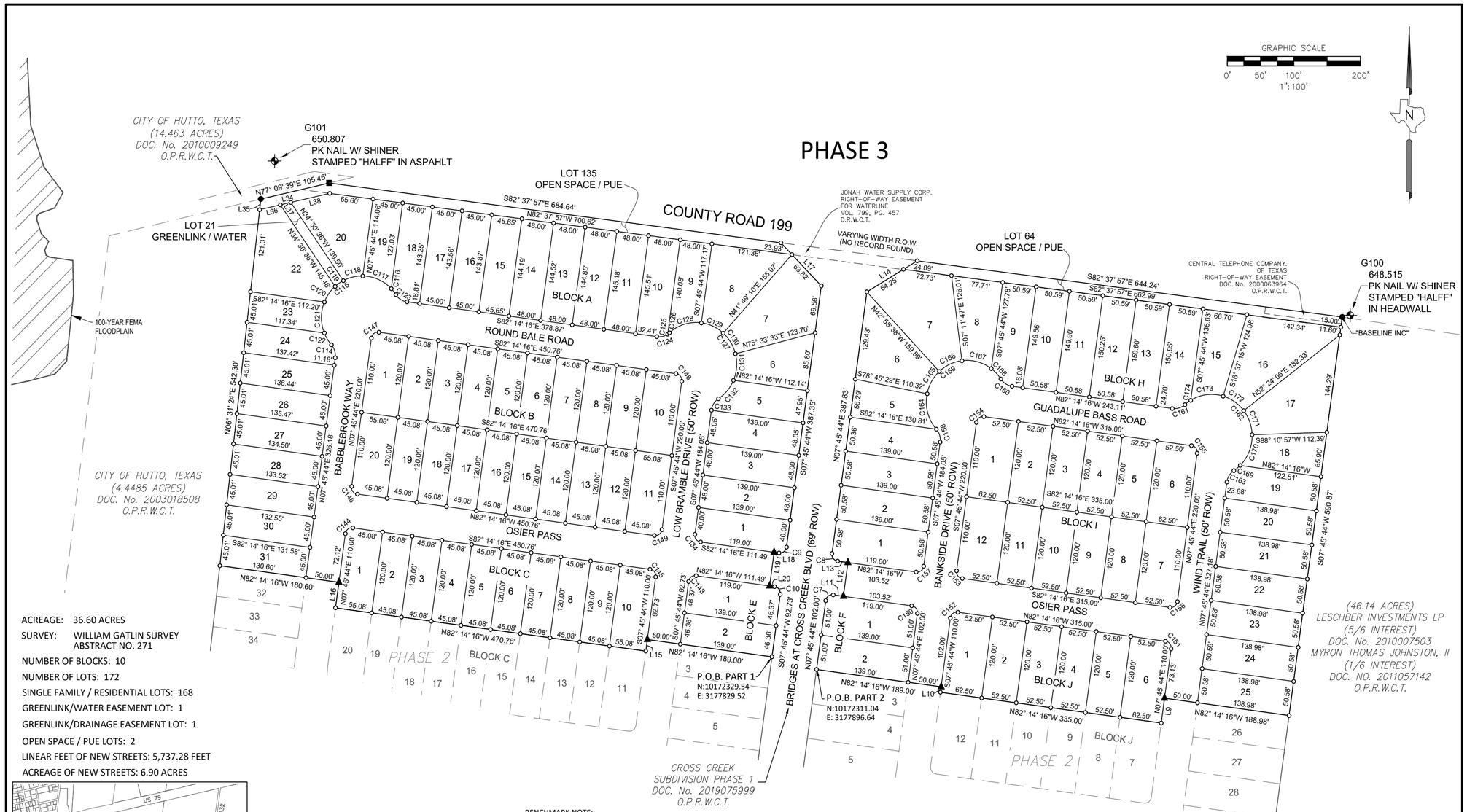
Doug Gaul, Mayor

ATTEST:

_____

Holly Nagy, City Secretary

PHASE 3



ACREAGE: 36.60 ACRES

SURVEY: WILLIAM GATLIN SURVEY ABSTRACT NO. 271

NUMBER OF BLOCKS: 10

NUMBER OF LOTS: 172

SINGLE FAMILY / RESIDENTIAL LOTS: 168

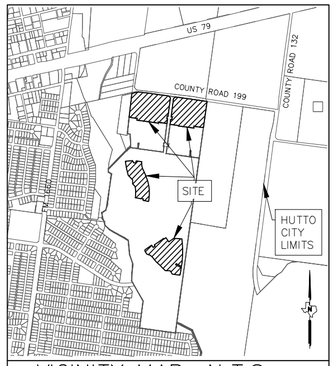
GREENLINK/WATER EASEMENT LOT: 1

GREENLINK/DRAINAGE EASEMENT LOT: 1

OPEN SPACE / PUE LOTS: 2

LINEAR FEET OF NEW STREETS: 5,737.28 FEET

ACREAGE OF NEW STREETS: 6.90 ACRES



VICINITY MAP: N.T.S.

OWNER: MERITAGE HOMES OF TEXAS, LLC
8920 BUSINESS PARK DRIVE,
SUITE 350
AUSTIN, TX 78759

ENGINEER: HALFF ASSOCIATES, INC.
9500 AMBERGLEN BLVD.,
BLDG. F, SUITE 125
AUSTIN, TX 78729
TBPELS ENGINEERING, FIRM #F-312
(512) 777-4600 P
(512) 252-8141 F

SURVEYOR: HALFF ASSOCIATES, INC.
9500 AMBERGLEN BLVD.,
BLDG. F, SUITE 125
AUSTIN, TX 78729
TBPELS SURVEYING, FIRM #10029607
(512) 777-4600 P
(512) 252-8141 F

BENCHMARK NOTE:

TBM G100
ELEVATION: 648.52
NORTHING: 10172831.359
EASTING: 3178698.778
DESCRIPTION: PK NAIL W/ SHINER STAMPED "HALFF" IN HEADWALL

TBM G101
ELEVATION: 650.81
NORTHING: 10173057.964
EASTING: 3177081.928
DESCRIPTION: PK NAIL W/ SHINER STAMPED "HALFF" IN ASPHALT

TBM G102
ELEVATION: 631.90
NORTHING: 10169466.737
EASTING: 3175808.820
DESCRIPTION: PK NAIL W/ SHINER STAMPED "HALFF" IN ASPHALT

TBM G103
ELEVATION: 626.35
NORTHING: 10168222.302
EASTING: 3176435.650
DESCRIPTION: PK NAIL W/ SHINER STAMPED "HALFF" IN ASPHALT

Received 07/02/2020

CITY OF HUTTO

THE BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO:
NAME: US STATE PLANE 1983
DATUM: NAD 1983 (CONUS)
ZONE: TEXAS CENTRAL 4203
GEOID: GEOID12B (CONUS)

USING A SCALE FACTOR OF 1.00012

CONTROL WAS ESTABLISHED USING THE TXDOT VRS NETWORK

LEGEND:

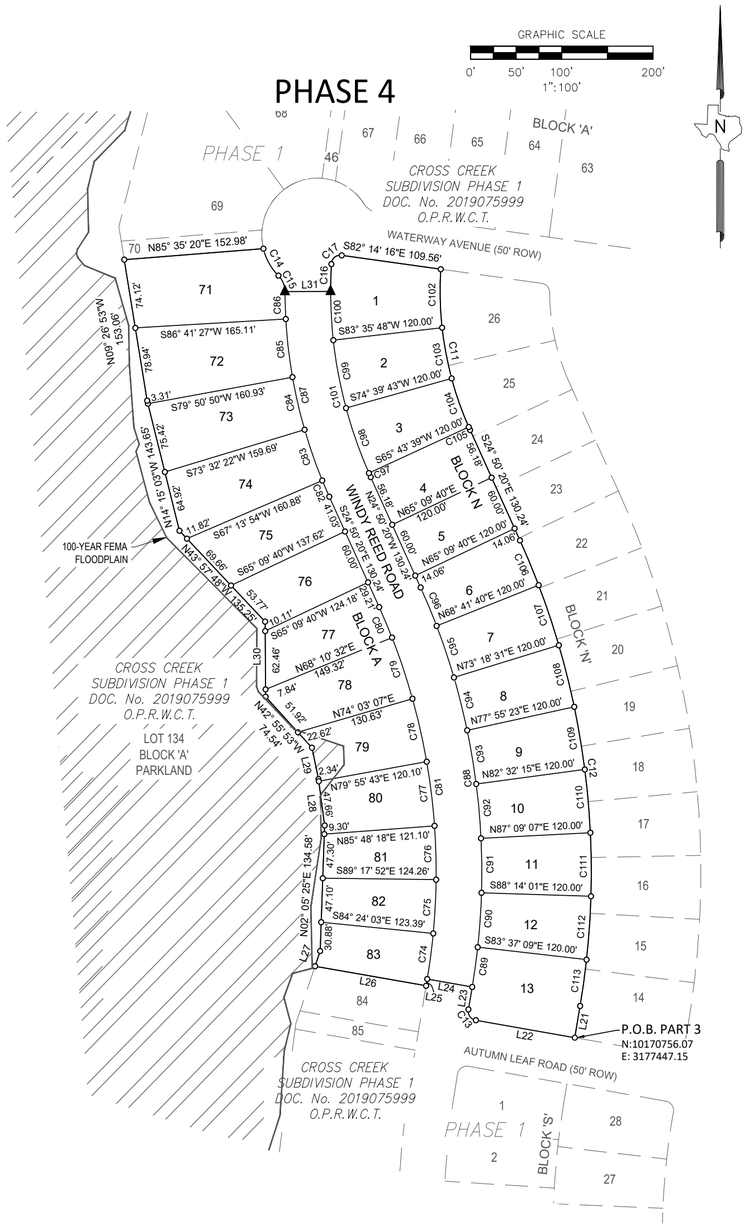
- ○ 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "HALFF ASSOC. INC."
- ● 1/2" IRON ROD FOUND – UNLESS OTHERWISE NOTED
- ■ FENCE POST FOUND FOR PROPERTY CORNER
- ▲ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- LOCATION OF 100-YEAR FEMA FLOODPLAIN (ZONE AE)

HALFF

HALFF ASSOCIATES, INC.
9500 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TEXAS 78729
TBPELS SURVEYING, FIRM #10029607
TBPELS ENGINEERING FIRM #F-312
TEL (512) 777-4600
FAX (512) 252-8141

FINAL PLAT OF CROSS CREEK SUBDIVISION PHASES 3 AND 4

36.60 ACRES OUT OF THE WILLIAM GATLIN SURVEY ABSTRACT No. 271



Received 07/02/2020

Curve Table					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1965.50'	571.98'	569.96'	S00°43'48"W	16°40'25"
C2	61.00'	25.18'	25.00'	S27°12'59"W	23°38'58"
C3	1965.50'	62.38'	62.38'	S10°44'29"W	1°49'07"
C4	554.00'	27.55'	27.55'	S10°13'33"W	2°50'59"
C5	10.00'	15.71'	14.14'	N10°55'15"E	90°00'00"
C6	10.00'	15.71'	14.14'	S79°04'45"E	90°00'00"
C7	10.00'	15.71'	14.14'	N52°45'44"E	90°00'00"
C8	10.00'	15.71'	14.14'	N37°14'16"W	90°00'00"
C9	10.00'	15.71'	14.14'	S52°45'44"W	90°00'00"
C10	10.00'	15.71'	14.14'	S37°14'16"E	90°00'00"
C11	355.00'	176.97'	175.15'	S10°33'27"E	28°33'47"
C12	845.00'	510.58'	502.85'	S07°31'43"E	34°37'13"
C13	10.00'	15.71'	14.14'	N35°13'07"W	90°00'00"
C14	61.00'	33.66'	33.23'	S29°39'10"E	31°36'46"
C15	24.00'	19.00'	18.51'	S22°46'43"E	45°21'40"
C16	475.00'	29.38'	29.37'	N01°40'26"E	3°32'37"
C17	10.00'	16.46'	14.66'	N50°36'14"E	94°19'00"
C18	185.00'	113.56'	111.79'	N51°39'52"W	35°10'15"
C19	185.00'	21.24'	21.22'	S37°22'03"E	6°34'36"
C20	185.00'	48.17'	48.04'	S48°06'57"E	14°55'12"
C21	185.00'	44.15'	44.05'	S62°24'47"E	13°40'27"
C22	10.00'	11.94'	11.24'	N35°02'20"W	68°25'21"
C23	1766.50'	227.28'	227.12'	N02°51'30"E	7°22'18"
C24	1766.50'	117.04'	117.02'	N01°04'14"E	3°47'47"
C25	1766.50'	110.23'	110.22'	N04°45'23"E	3°34'32"
C26	10.00'	17.11'	15.10'	N55°33'29"E	98°01'39"
C27	425.00'	306.71'	300.10'	S54°45'13"E	41°20'57"
C28	425.00'	67.76'	67.68'	S70°51'40"E	9°08'04"
C29	425.00'	71.96'	71.87'	S61°26'36"E	9°42'04"
C30	425.00'	71.96'	71.87'	S51°44'32"E	9°42'04"
C31	425.00'	71.96'	71.87'	S42°02'28"E	9°42'04"
C32	425.00'	23.08'	23.08'	S35°38'06"E	3°06'42"
C33	305.00'	48.62'	48.57'	S70°51'40"E	9°08'04"
C34	305.00'	51.64'	51.58'	S61°26'36"E	9°42'04"
C35	305.00'	105.68'	105.15'	S65°30'07"E	19°51'09"
C36	305.00'	51.64'	51.58'	S51°44'32"E	9°42'04"
C37	305.00'	51.64'	51.58'	S42°02'28"E	9°42'04"
C38	305.00'	16.56'	16.56'	S35°38'06"E	3°06'42"
C39	305.00'	79.42'	79.20'	S48°06'57"E	14°55'12"
C40	305.00'	35.01'	34.99'	S37°22'03"E	6°34'36"
C41	135.00'	33.86'	33.77'	N41°15'51"W	14°22'12"
C42	24.00'	7.07'	7.04'	S56°53'18"E	16°52'43"
C43	24.00'	19.64'	19.09'	S88°46'07"E	46°52'54"
C44	24.00'	26.71'	25.35'	S80°19'45"E	63°45'36"
C45	61.00'	72.39'	68.22'	N78°12'39"W	67°59'48"
C46	61.00'	48.61'	47.33'	N21°22'59"W	45°39'31"
C47	61.00'	49.92'	48.54'	N24°53'22"E	46°53'12"
C48	61.00'	170.92'	120.25'	N31°56'18"W	160°32'31"
C49	24.00'	17.39'	17.02'	S27°34'14"W	41°31'27"
C50	24.00'	2.62'	2.62'	S03°40'38"W	6°15'45"
C51	24.00'	20.02'	19.44'	N24°26'22"E	47°47'12"
C52	1816.50'	56.73'	56.73'	N01°26'27"E	1°47'22"
C53	1816.50'	59.35'	59.34'	N03°16'17"E	1°52'19"
C54	1816.50'	42.76'	42.75'	N04°52'54"E	1°20'55"
C55	1816.50'	158.83'	158.78'	N03°03'03"E	5°00'35"
C56	24.00'	18.40'	17.96'	S16°24'47"E	43°56'16"
C57	24.00'	1.61'	1.61'	S40°18'23"E	3°50'57"
C58	24.00'	20.02'	19.44'	N18°20'15"W	47°47'12"
C59	61.00'	61.35'	58.79'	N13°25'11"W	57°37'21"

Curve Table					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C60	61.00'	42.05'	41.22'	N58°47'17"E	39°29'39"
C61	61.00'	51.17'	49.68'	S77°26'02"E	48°03'43"
C62	61.00'	24.10'	23.94'	S42°05'10"E	22°38'01"
C63	61.00'	4.45'	4.45'	S28°40'50"E	4°10'38"
C64	61.00'	208.29'	120.87'	N55°35'19"E	195°38'20"
C65	24.00'	20.11'	19.53'	S50°35'49"E	48°00'36"
C66	475.00'	36.11'	36.10'	S72°25'27"E	4°21'21"
C67	475.00'	57.58'	57.54'	S66°46'25"E	6°56'42"
C68	475.00'	57.58'	57.54'	S59°49'44"E	6°56'42"
C69	475.00'	57.58'	57.54'	S52°53'02"E	6°56'42"
C70	475.00'	57.58'	57.54'	S45°56'20"E	6°56'42"
C71	475.00'	57.58'	57.54'	S38°59'38"E	6°56'42"
C72	475.00'	11.96'	11.96'	S34°48'01"E	1°26'33"
C73	475.00'	335.95'	328.99'	S54°20'26"E	40°31'22"
C74	675.00'	49.27'	49.26'	N07°41'25"E	4°10'56"
C75	675.00'	57.69'	57.67'	N03°09'02"E	4°53'49"
C76	675.00'	57.69'	57.67'	N01°44'47"W	4°53'49"
C77	675.00'	69.23'	69.20'	N07°08'00"W	5°52'35"
C78	675.00'	69.23'	69.20'	N13°00'35"W	5°52'35"
C79	675.00'	69.23'	69.20'	N18°53'10"W	5°52'35"
C80	675.00'	35.51'	35.51'	N23°19'54"W	3°00'52"
C81	675.00'	407.86'	401.68'	N07°31'43"W	34°37'13"
C82	525.00'	18.97'	18.97'	S23°48'13"E	2°04'13"
C83	525.00'	57.80'	57.77'	S19°36'52"E	6°18'28"
C84	525.00'	57.80'	57.77'	S13°18'24"E	6°18'28"
C85	525.00'	62.71'	62.67'	S06°43'52"E	6°50'37"
C86	525.00'	29.42'	29.42'	S01°42'13"E	3°12'40"
C87	525.00'	226.70'	224.94'	S12°28'06"E	24°44'27"
C88	725.00'	438.07'	431.44'	N07°31'43"W	34°37'13"
C89	725.00'	43.03'	43.02'	N08°04'52"E	3°24'02"
C90	725.00'	58.39'	58.37'	N04°04'25"E	4°36'52"
C91	725.00'	58.39'	58.37'	N00°32'27"W	4°36'52"
C92	725.00'	58.39'	58.37'	N05°09'19"W	4°36'52"
C93	725.00'	58.39'	58.37'	N09°46'11"W	4°36'52"
C94	725.00'	58.39'	58.37'	N14°23'03"W	4°36'52"
C95	725.00'	58.39'	58.37'	N18°59'55"W	4°36'52"
C96	725.00'	44.71'	44.70'	N23°04'20"W	3°31'59"
C97	475.00'	4.70'	4.70'	S24°33'20"E	0°33'59"
C98	475.00'	74.07'	73.99'	S19°48'19"E	8°56'04"
C99	475.00'	74.07'	73.99'	S10°52'14"E	8°56'04"
C100	475.00'	52.27'	52.25'	S03°15'03"E	6°18'19"
C101	475.00'	205.11'	203.52'	S12°28'06"E	24°44'27"
C102	355.00'	62.75'	62.67'	S01°20'23"E	10°07'39"
C103	355.00'	55.36'	55.30'	S10°52'14"E	8°56'04"
C104	355.00'	55.36'	55.30'	S19°48'19"E	8°56'04"
C105	355.00'	3.51'	3.51'	S24°33'20"E	0°33'59"
C106	845.00'	52.11'	52.10'	N23°04'20"W	3°31'59"

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FINAL PLAT OF CROSS CREEK SUBDIVISION PHASES 3 AND 4

36.60 ACRES OUT OF THE
WILLIAM GATLIN SURVEY
ABSTRACT No. 271

PHASE 4

Curve Table					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C107	845.00'	68.05'	68.04'	N18°59'55"W	4°36'52"
C108	845.00'	68.05'	68.04'	N14°23'03"W	4°36'52"
C109	845.00'	68.05'	68.04'	N09°46'11"W	4°36'52"
C110	845.00'	68.05'	68.04'	N05°09'19"W	4°36'52"
C111	845.00'	68.05'	68.04'	N00°32'27"W	4°36'52"
C112	845.00'	68.05'	68.04'	N04°04'25"E	4°36'52"
C113	845.00'	50.15'	50.14'	N08°04'52"E	3°24'02"
C114	24.00'	20.44'	19.83'	N16°37'57"W	48°47'23"
C115	61.00'	199.71'	121.73'	N52°45'44"E	187°34'46"
C116	61.00'	11.23'	11.21'	N38°43'16"W	10°32'47"
C117	61.00'	47.97'	46.75'	N66°31'28"W	45°03'38"
C118	61.00'	30.23'	29.92'	S76°44'56"W	28°23'34"
C119	61.00'	15.04'	15.00'	S55°29'24"W	14°07'30"
C120	61.00'	28.27'	28.01'	S35°09'12"W	26°32'55"
C121	61.00'	46.53'	45.41'	S00°01'30"W	43°42'28"
C122	61.00'	20.44'	20.34'	S31°25'41"E	19°11'55"
C123	24.00'	20.44'	19.83'	S57°50'34"E	48°47'23"
C124	24.00'	20.44'	19.83'	N73°22'03"E	48°47'23"
C125	24.00'	16.97'	16.62'	N77°30'08"E	40°31'13"
C126	24.00'	3.46'	3.46'	N53°06'26"E	8°16'10"
C127	61.00'	199.71'	121.73'	S37°14'16"E	187°34'46"
C128	61.00'	51.59'	50.07'	S73°12'08"W	48°27'33"
C129	61.00'	36.61'	36.06'	N65°22'28"W	34°23'16"
C130	61.00'	35.92'	35.40'	N31°18'38"W	33°44'23"
C131	61.00'	39.83'	39.12'	N04°15'50"E	37°24'34"
C132	61.00'	35.75'	35.25'	N39°45'37"E	33°35'01"
C133	24.00'	20.44'	19.83'	S32°09'26"W	48°47'23"
C134	10.00'	15.71'	14.14'	S37°14'16"E	90°00'00"
C135	1965.50'	102.49'	102.48'	N07°34'23"E	2°59'15"
C136	1965.50'	64.21'	64.21'	N05°08'36"E	1°52'19"
C137	1965.50'	64.21'	64.21'	N03°16'17"E	1°52'19"
C138	1965.50'	64.21'	64.21'	N01°23'58"E	1°52'19"
C139	1965.50'	63.21'	63.21'	N00°27'28"W	1°50'34"
C140	1965.50'	129.32'	129.30'	N03°15'51"W	3°46'12"
C141	1965.50'	67.92'	67.92'	N06°08'21"W	1°58'48"

Curve Table					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C142	1965.50'	16.39'	16.39'	N07°22'04"W	0°28'40"
C143	10.00'	15.71'	14.14'	S52°45'44"W	90°00'00"
C144	10.00'	15.71'	14.14'	N52°45'44"E	90°00'00"
C145	10.00'	15.71'	14.14'	S37°14'16"E	90°00'00"
C165	61.00'	38.14'	37.52'	S29°09'17"W	35°49'31"
C166	61.00'	38.05'	37.43'	S64°56'08"W	35°44'10"
C167	61.00'	46.64'	45.52'	N75°17'26"W	43°48'42"
C168	61.00'	21.23'	21.12'	N43°24'59"W	19°56'12"
C169	61.00'	12.14'	12.12'	N50°51'06"E	11°24'03"
C170	61.00'	50.01'	48.62'	N21°40'01"E	46°58'08"
C171	61.00'	38.09'	37.48'	N19°42'29"W	35°46'51"
C172	61.00'	38.09'	37.48'	N55°29'19"W	35°46'51"
C173	61.00'	50.53'	49.10'	S82°53'22"W	47°27'47"
C174	61.00'	10.84'	10.83'	S54°03'55"W	10°11'07"
C146	10.00'	15.71'	14.14'	N37°14'16"W	90°00'00"
C147	10.00'	15.71'	14.14'	N52°45'44"E	90°00'00"
C148	10.00'	15.71'	14.14'	S37°14'16"E	90°00'00"
C149	10.00'	15.71'	14.14'	S52°45'44"W	90°00'00"
C150	10.00'	15.71'	14.14'	N37°14'16"W	90°00'00"
C151	10.00'	15.71'	14.14'	N37°14'16"W	90°00'00"
C152	10.00'	15.71'	14.14'	S52°45'44"W	90°00'00"
C153	10.00'	15.71'	14.14'	S37°14'16"E	90°00'00"
C154	10.00'	15.71'	14.14'	S52°45'44"W	90°00'00"
C155	10.00'	15.71'	14.14'	N37°14'16"W	90°00'00"
C156	10.00'	15.71'	14.14'	N52°45'44"E	90°00'00"
C157	10.00'	15.71'	14.14'	S52°45'44"W	90°00'00"
C158	24.00'	20.44'	19.83'	S16°37'57"E	48°47'23"
C159	61.00'	199.71'	121.73'	S52°45'44"W	187°34'46"
C160	24.00'	20.44'	19.83'	N57°50'34"W	48°47'23"
C161	24.00'	20.44'	19.83'	S73°22'03"W	48°47'23"
C162	61.00'	199.71'	121.73'	N37°14'16"W	187°34'46"
C163	24.00'	20.44'	19.83'	N32°09'26"E	48°47'23"
C164	61.00'	55.65'	53.74'	S14°53'34"E	52°16'10"

Line Table		
Line #	Length	Direction
L1	29.13'	N76°36'56"W
L2	62.39'	N49°59'30"W
L3	31.96'	N11°10'24"W
L4	57.54'	S34°04'45"E
L5	50.00'	N55°55'15"E
L6	20.00'	N34°04'45"W
L7	4.00'	S34°04'45"E
L8	50.00'	N55°55'15"E
L9	36.87'	S07°45'44"W
L10	8.00'	N07°45'44"E
L11	15.48'	S82°14'16"E
L12	50.00'	N07°45'44"E
L13	15.48'	N82°14'16"W
L14	88.34'	N58°51'43"E
L15	17.27'	S07°45'44"W
L16	37.88'	N07°45'44"E
L17	87.75'	S43°49'08"E
L18	7.51'	N82°14'16"W
L19	50.00'	S07°45'44"W

Line Table		
Line #	Length	Direction
L20	7.51'	S82°14'16"E
L21	34.41'	S09°46'53"W
L22	110.00'	N80°13'07"W
L23	24.41'	N09°46'53"E
L24	50.00'	N80°13'07"W
L25	7.35'	S09°46'53"W
L26	123.47'	N80°13'07"W
L27	17.20'	N18°57'05"E
L28	50.00'	N07°43'52"W
L29	34.42'	N12°05'23"W
L30	80.41'	N00°22'44"W
L31	50.00'	N89°54'07"E
L32	24.86'	S75°25'42"E
L33	15.98'	S75°25'42"E
L34	108.06'	N77°09'39"E
L35	15.90'	N06°31'24"E
L36	31.91'	N77°09'39"E
L37	16.14'	N77°09'39"E
L38	60.01'	N77°09'39"E

Received 07/02/2020

CITY OF HUTTO

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FINAL PLAT OF
CROSS CREEK SUBDIVISION
PHASES 3 AND 4

36.60 ACRES OUT OF THE
WILLIAM GATLIN SURVEY
ABSTRACT No. 271

LEGAL DESCRIPTION:

BEING A 36.60 ACRES TRACT, SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NUMBER 271, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF AND A PART OF A CALLED 167.461 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND RECORDED IN DOCUMENT NUMBER 2018105406 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 36.60 ACRE OF LAND, HEREINAFTER DESIGNATED BY PARTS 1, 2, 3 AND 4 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 - 11.70 ACRES

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the west right-of-way line of Bridges at Cross Creek Blvd (69' ROW) as dedicated by Cross Creek Subdivision Phase 1, a legal subdivision according to the plat of record in Document Number 2019075999 of said O.P.R.W.C.T., for the southeast corner hereof;

THENCE into and across said 167.461 acres tract, the following five (5) courses and distances:

1. *N82°14'16"W a distance of 189.00 feet to a calculated point,*
2. *S07°45'44"W a distance of 17.27 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
3. *N82°14'16"W a distance of 470.76 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
4. *N07°45'44"E a distance of 37.88 feet to a calculated point,*
5. *N82°14'16"W a distance of 180.60 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the west line of said 167.461 acres tract, same being the east line of a called 4.4485 acres tract described in a General Warranty Deed to the City of Hutto and recorded in Document Number 2003018508 of said O.P.R.W.C.T., for the southwest corner hereof;*

THENCE with said west line of the 167.461 acres tract, same being said east line of the 4.4485 acres tract, N06°31'24"E a distance of 542.30 feet to a 1/2-inch iron rod found in the east line of a called 14.463 acres tract described in a Special Warranty Deed and Quitclaim to the City of Hutto and recorded in Document Number 2010009249 of said O.P.R.W.C.T., same being the northeast corner of said 4.4485 acres tract and the northwest corner of said 167.461 tract for the northwest corner hereof;

THENCE with said east line of the 14.463 acres tract, same being the north line of said 167.461 tract, N77°09'39"E a distance of 105.46 feet to a fence post found in the south right-of-way line of County Road 199 (CR 199), a variable width right-of-way (no recording found) for an angle point in the north line of said 11.70 acres tract and this tract;

CONTINUING with said north line of the 167.461 acres tract, same being said south right-of-way line of CR 199, S82°37'57"E a distance of 684.64 feet, to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in said west right-of-way line of Bridges at Cross Creek Blvd, for the northeast corner hereof;

THENCE with said west right-of-way line of Bridges at Cross Creek Blvd, the following eight (8) courses and distances:

1. *S43°49'08"E a distance of 87.75 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
2. *S07°45'44"W a distance of 387.35 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
3. *with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing S52°45'44"W a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
4. *N82°14'16"W a distance of 7.51 feet to a calculated point,*
5. *S07°45'44"W a distance of 50.00 feet to a calculated point,*
6. *S82°14'16"E a distance of 7.51 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
7. *with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing S37°14'16"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
8. *S07°45'44"W a distance of 92.73 feet to said POINT OF BEGINNING and containing 11.70 acres.*

PART 2 - 9.97 ACRES

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the east right-of-way line of said Bridges at Cross Creek Blvd, for the southwest corner hereof;

THENCE with said east right-of-way line of Bridges at Cross Creek Blvd (69' ROW), the following seven (7) courses and distances:

1. *N07°45'44"E a distance of 102.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
2. *with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N52°45'44"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
3. *S82°14'16"E a distance of 15.48 feet to a calculated point,*
4. *N07°45'44"E a distance of 50.00 feet to a calculated point,*
5. *N82°14'16"W a distance of 15.48 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
6. *with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N37°14'16"W a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
7. *N07°45'44"E a distance of 387.83 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
8. *N58°51'43"E a distance of 88.34 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in said south right-of-way line of CR 199, same being said north line of the 167.461 acres tract, for the northwest corner hereof;*

THENCE with said south right-of-way line of CR 199, and said north line of the 167.461 acres tract, S82°37'57"E a distance of 644.24 feet, to the 1/2-inch iron rod with plastic cap stamped "BASELINE INC." found in said south right-of-way line of CR 199, same being the northeast corner of said 167.461 acres tract, and the northwest corner of a called 46.14 acres tract described in a Special Warranty Deed to Leschber Investments, LP and recorded in Document Number 2010007503 of said O.P.R.W.C.T., for the northeast corner hereof;

THENCE with the east line of said 167.461 acres tract, same being the west line of said 46.14 acres tract, S07°45'44"W a distance of 590.87 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set for the southeast corner hereof;

THENCE into and across said 167.461 acres tract, the following five (5) courses and distances:

1. *N82°14'16"W a distance of 188.98 feet to a calculated point,*
2. *S07°45'44"W a distance of 36.87 feet to 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
3. *N82°14'16"W a distance of 335.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
4. *N07°45'44"E a distance of 8.00 feet to a calculated point,*
5. *N82°14'16"W a distance of 189.00 feet to said POINT OF BEGINNING and containing 9.97 acres.*

PART 3 - 5.85 ACRES

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the north right-of-way line of Autumn Leaf Road (50' ROW) as dedicated by Cross Creek Subdivision Phase 1, a legal subdivision according to the plat of record in Document Number 2019075999 of said O.P.R.W.C.T., same being the southwest corner of Lot 14, Block N, said Cross Creek Subdivision Phase 1, for the southeast corner hereof;

THENCE with said north right-of-way line of Autumn Leaf Road, the following two (2) courses and distances:

1. *N80°13'07"W a distance of 110.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
2. *with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N35°13'07"W a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the east right-of-way line of Windy Reed Road (50' ROW) as dedicated by said Cross Creek Subdivision Phase 1;*

THENCE with said east right-of-way line of Windy Reed Road, N09°46'53"E a distance of 24.41 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;

THENCE across said Windy Reed Road, N80°13'07"W a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the west right-of-way line of said Windy Reed Road;

THENCE with said west right-of-way line of Windy Reed Road, S09°46'53"W a distance of 7.35 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the northeast corner of Lot 84, Block A, said Cross Creek Subdivision Phase 1;

THENCE with the north line of said Lot 84, Block A, N80°13'07"W a distance of 123.47 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the east line of Lot 134, Block A, said Cross Creek Subdivision Phase 1, same being the northwest corner of said Lot 84, Block A, for the southwest corner hereof;

THENCE with said east line of Lot 134, Block A, and the west line of said 5.85 acres tract, the following nine (9) courses and distances:

1. *N18°57'05"E a distance of 17.20 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
2. *N02°05'25"E a distance of 134.58 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
3. *N07°43'52"W a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
4. *N12°05'23"W a distance of 34.42 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
5. *N42°55'53"W a distance of 74.54 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
6. *N00°22'44"W a distance of 80.41 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
7. *N43°57'48"W a distance of 135.25 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
8. *N14°15'03"W a distance of 143.65 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
9. *N09°26'53"W a distance of 153.06 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the southwest corner of Lot 70, Block A, said Cross Creek Subdivision Phase 1, for the northwest corner hereof;*

THENCE with the south line of said Lot 70, Block A, N85°35'20"E a distance of 152.98 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the beginning of a curve to the left, same being in said west right-of-way line of Windy Reed Road;

THENCE with said west right-of-way line of Windy Reed Road, the following two (2) courses and distances:

1. *with the arc of a curve to the left a distance of 33.66 feet, said curve having a radius of 61.00 feet, a central angle of 31°36'46", and a chord bearing S29°39'10"E a distance of 33.23 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
2. *with the arc of a curve to the right a distance of 19.00 feet, said curve having a radius of 24.00 feet, a central angle of 45°21'40", and a chord bearing S22°46'43"E a distance of 18.51 feet to a calculated point;*

THENCE across said Windy Reed Road, N89°54'07"E a distance of 50.00 feet to a calculated point in said east right-of-way line of Windy Reed Road;

THENCE with said east right-of-way line of Windy Reed Road, the following two (2) courses and distances:

1. *with the arc of a curve to the right a distance of 29.38 feet, said curve having a radius of 475.00 feet, a central angle of 03°32'37", and a chord bearing N01°40'26"E a distance of 29.37 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
2. *with the arc of a curve to the right a distance of 16.46 feet, said curve having a radius of 10.00 feet, a central angle of 94°19'00", and a chord bearing N50°36'14"E a distance of 14.66 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the south right-of-way line of Waterway Avenue (50' ROW) as dedicated by said Cross Creek Subdivision Phase 1;*

THENCE with said south right-of-way line of Waterway Avenue, S82°14'16"E a distance of 109.56 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the northwest corner of Lot 26, Block N, said Cross Creek Subdivision Phase 1, for the northeast corner hereof;

THENCE in part with the west line of said Lot 26 and in part with the west line of Lot 25 of said Block N with the arc of a curve to the left a distance of 176.97 feet, said curve having a radius of 355.00 feet, a central angle of 28°33'47", and a chord bearing S10°33'27"E a distance of 175.15 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;

THENCE in part with said west line of Lot 25 and in part with the west line of Lots 24, 23 and 22 of said Block N, S24°50'20"E a distance of 130.24 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;

THENCE in part with said west line of Lot 22 and in part with the west line of Lots 21, 20, 19, 18, 17, 16, 15 and 14 of said Block N with the arc of a curve to the right a distance of 510.58 feet, said curve having a radius of 845.00 feet, a central angle of 34°37'13", and a chord bearing S07°31'43"E a distance of 502.85 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;

THENCE with said west line of Lot 14, S09°46'53"W a distance of 34.41 feet to said POINT OF BEGINNING and containing 5.85 acres.

PART 4 - 9.08 ACRES

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "HALFF" set in said west right-of-way line of Bridges at Cross Creek Blvd, same being in said east line of Lot 134, Block A, for the south corner hereof;

THENCE with said east line of Lot 134, Block A, the following thirteen (13) courses and distances:

1. *N81°55'49"W a distance of 168.49 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
2. *N29°37'28"W a distance of 71.09 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
3. *N76°36'56"W a distance of 29.13 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
4. *N88°54'27"W a distance of 80.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
5. *N46°46'09"W a distance of 84.49 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
6. *N42°35'21"W a distance of 79.89 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
7. *N49°58'30"W a distance of 75.46 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
8. *N43°49'30"W a distance of 75.36 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
9. *N36°58'58"W a distance of 73.02 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
10. *N49°59'30"W a distance of 62.39 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
11. *N70°41'38"W a distance of 75.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
12. *N37°22'13"W a distance of 68.69 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
13. *N11°10'24"W a distance of 31.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the southwest corner of Lot 105, Block A, Cross Creek Subdivision Phase 1, for the northwest corner hereof;*

THENCE with the south line of said Lot 105, N55°55'15"E a distance of 175.72 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in said west right-of-way line of Windy Reed Road, same being the southeast corner of said Lot 105;

THENCE with said west right-of-way line of Windy Reed Road, S34°04'45"E a distance of 57.54 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;

THENCE across said Windy Reed Road, N55°55'15"E a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in said east right-of-way line of Windy Reed Road, same being the west line of Lot 1, Block V, said Cross Creek Subdivision Phase 1;

THENCE with said east right-of-way line of Windy Reed Road, same being said west line of Lot 1, Block V, the following two (2) courses and distances:

1. *N34°04'45"W a distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
2. *with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing N10°55'15"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the south right-of-way line of Golden Plains Parkway (50' ROW) as dedicated by said Cross Creek Subdivision Phase 1;*

THENCE with said south right-of-way line of Golden Plains Parkway, same being the north line of said Lot 1 and the north line of Lot 14, said Block V, N55°55'15"E a distance of 220.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set;

THENCE with said south right-of-way line of Golden Plains Parkway, the following three (3) courses and distances:

1. *with the arc of a curve to the right a distance of 15.71 feet, said curve having a radius of 10.00 feet, a central angle of 90°00'00", and a chord bearing S79°04'45"E a distance of 14.14 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the northeast corner of said Lot 14, Block V,*
2. *S34°04'45"E a distance of 4.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the east line of said Lot 14, Block V,*
3. *N55°55'15"E a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in the west line of Lot 129, Block A, said Cross Creek Subdivision Phase 1;*

THENCE in part with said west line of Lot 129, Block A, in part with the south line of said Lot 129 and south line of Lots 130, 131, 132 and 133 of said Block A, the following three (3) courses and distances:

1. *S34°04'45"E a distance of 106.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the southwest corner of said Lot 129,*
2. *N55°55'15"E a distance of 130.68 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the southeast corner of said Lot 130,*
3. *S86°11'53"E a distance of 171.59 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in said west line of Bridges at Cross Creek Blvd, same being the southeast corner of said Lot 133, for the northeast corner hereof;*

THENCE with said west line of Bridges at Cross Creek Blvd, with the arc of a curve to the right a distance of 571.98 feet, said curve having a radius of 1965.50 feet, a central angle of 16°40'25", and a chord bearing S00°43'48"W a distance of 569.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the northeast corner of Lot 119, Block A said Cross Creek Subdivision Phase 1;

THENCE in part with the north line of said Lot 119 and in part with the west and the south line of said Lot 119, the following three (3) courses and distances:

1. *N62°47'01"W a distance of 127.31 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the northwest corner of said Lot 119,*
2. *with the arc of a curve to the right a distance of 25.18 feet, said curve having a radius of 61.00 feet, a central angle of 23°38'58", and a chord bearing S27°12'59"W a distance of 25.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set at the southwest corner of said Lot 119,*
3. *S62°47'01"E a distance of 135.32 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set in said west line of Bridges at Cross Creek Blvd, same being the southeast corner of said Lot 119;*

THENCE with said west line of Bridges at Cross Creek Blvd, the following three (3) courses and distances:

1. *with the arc of a curve to the right a distance of 62.38 feet, said curve having a radius of 1965.50 feet, a central angle of 01°49'07", and a chord bearing S10°44'29"W a distance of 62.38 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
2. *S11°39'02"W a distance of 68.38 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set,*
3. *with the arc of a curve to the left a distance of 27.55 feet, said curve having a radius of 554.00 feet, a central angle of 02°50'59", and a chord bearing S10°13'33"W a distance of 27.55 feet to said POINT OF BEGINNING and containing 9.08 acres.*

PART 1	*11.70 ACRES*
PART 2	*9.97 ACRES*
PART 3	*5.85 ACRES*
PART 4	*9.08 ACRES*
TOTAL	*36.60 ACRES*

Received 07/02/2020

CITY OF HUTTO

HALFF
HALFF ASSOCIATES, INC.
9500 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TEXAS 78729
TBPELS SURVEYING FIRM #10029607
TBPELS ENGINEERING FIRM #F-312
TEL (512) 777-4600
FAX (512) 252-8141

FINAL PLAT OF
CROSS CREEK SUBDIVISION
PHASES 3 AND 4

36.60 ACRES OUT OF THE
WILLIAM GATLIN SURVEY
ABSTRACT No. 271

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACK LINES SHALL IN CONFORMANCE WITH THE CROSS CREEK PLANNED UNIT DEVELOPMENT (PUD).
3. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
4. A TEN (10) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET SIDE PROPERTY LINES.
5. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION. WITH THE FOLLOWING EXCEPTION: CARL STERN DRIVE WILL BE PROVIDED WITH AN 8' SIDEWALK ON THE NORTH SIDE OF THE STREET.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
7. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
8. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
9. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
10. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
11. A PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0520F, EFFECTIVE DATE, DECEMBER 20, 2019, FOR WILLIAMSON COUNTY.
12. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
    WATER: CITY OF HUTTTO
    WASTEWATER: CITY OF HUTTO
    ELECTRIC: ONCOR
    NATURAL GAS: ATMOS ENERGY
    PHONE/CABLE: SPECTRUM BUSINESS & CENTURYLINK
13. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE-FAMILY USE, UNLESS OTHERWISE SPECIFIED.
14. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
15. BLOCK A, LOT 21 GREENLINK/WATER EASEMENT; BLOCK A, LOT 116 GREENLINK/DRAINAGE EASEMENT; BLOCK A, LOT 135 OPEN SPACE/PUE; BLOCK H, LOT 64 OPEN SPACE/PUE; AND ALL LANDSCAPING WITHIN RIGHT-OF-WAY OF BRIDGES OF CROSS CREEK BOULEVARD SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
16. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE CROSS CREEK PLANNED UNIT DEVELOPMENT (PUD).
17. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
18. AS SPECIFIED IN THE 2018 IFC SEC. D103.6.2, FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ACCESS ROADS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.
19. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 50%. THE FOLLOWING BLOCK AND LOT NUMBERS SHALL BE ALLOWED 60% IMPERVIOUS COVER PER LOT: BLOCK A, LOT 23; BLOCK B, LOTS 2-9 AND 12-19; AND BLOCK C, LOTS 2-9.
20. APPROVAL FROM FEMA, THROUGH AN APPROVED LOMR OR LOMA PROCESS, WILL BE OBTAINED FOR THE LOTS LOCATED IN THE 100-YR FLOODPLAIN, PRIOR TO A CERTIFICATE OF OCCUPANCY BEING ISSUED FOR THE LOTS AS SHOWN TO BE IMPACTED ON THE PLAT.

Received 07/02/2020

CITY OF HUTTO DEVELOPMENT SERVICES:
500 W. LIVE OAK STREET
HUTTO, TX 78634
512-759-3479

WATER AND WASTEWATER SERVICE:
CITY OF HUTTO ENGINEERING
500 W. LIVE OAK STREET
HUTTO, TX 78634
CONTACT: SAMUEL T. RAY, P.E.
512-759-5989

FIRE DEPARTMENT:
WILLIAMSON COUNTY ESD#3
210 U.S. 79 EAST
HUTTO, TEXAS 78634
512-759-2616

ELECTRIC SERVICE:
ONCOR
350 TEXAS AVENUE
ROUND ROCK, TEXAS 78664
CONTACT: WILSON GIRALDO
512-244-5670

GAS SERVICE:
ATMOS ENERGY
CONTACT: MARTIN PEREZ
512-415-8426

TV CABLE SERVICE:
SPECTRUM BUSINESS
(FORMERLY TIME WARNER CABLE)
CONTACT: CHRIS TERHEUN
205-602-6792

TV CABLE SERVICE:
CENTURTYLINK
CONTACT: MORGGONE MISSOURI
281-560-6013

STATE OF TEXAS {
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

THAT MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THAT CERTAIN 36.60 ACRES TRACT, SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NUMBER 271, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF AND A PART OF A CALLED 167.461 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018105406 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THERE ARE NO LIEN HOLDERS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON.

THIS SUBDIVISION IS TO BE KNOWN AS "CROSS CREEK SUBDIVISION PHASES 3 and 4"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 20__.

BY:_____
MATTHEW SCRIVENER, LAND DEVELOPMENT VICE PRESIDENT
MERITAGE HOMES OF TEXAS, LLC
8920 BUSINESS PARK DRIVE, SUITE 350
AUSTIN, TX 78759

STATE OF TEXAS {
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

THE ____ DAY OF _____, 20___,

BY, MATTHEW SCRIVENER, LAND DEVELOPMENT VICE PRESIDENT OF MERITAGE HOMES OF TEXAS, LLC,
WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ____ DAY OF _____, 20__.

_____
NOTARY PUBLIC, THE STATE OF TEXAS

_____ _____
PRINTED NAME MY COMMISSION EXPIRES

STATE OF TEXAS {
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

I, DAN H. CLARK, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND AND SEAL AT AUSTIN, WILLIAMSON COUNTY, TEXAS, THIS ____ DAY OF _____, 20__.

PRELIMINARY FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE 07/02/2020

DAN H. CLARK DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6011
STATE OF TEXAS
HALFF ASSOCIATES, INC.
TBPELS SURVEYING, FIRM #10029607
9500 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TEXAS 78729

STATE OF TEXAS {
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

A PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0520F, EFFECTIVE DATE, DECEMBER 20, 2019, FOR WILLIAMSON COUNTY.

I NICHOLAS P. LESCHKE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

PRELIMINARY FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE 07/02/2020

NICHOLAS P. LESCHKE, P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 130255
STATE OF TEXAS
HALFF ASSOCIATES, INC.
TBPELS ENGINEERING, FIRM #312
9500 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TEXAS 78729-1102

STREET NAMES APPROVED

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE

_____ DAY OF _____, 20___.

_____ _____
DOUG GAUL, MAYOR DATE HOLLY NAGY, CITY SECRETARY DATE

THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF HUTTO, THIS THE _____ DAY OF _____, 20_____.

_____ _____
ASHLEY LUMPKIN, AICP, EXECUTIVE DIRECTOR DATE

STATE OF TEXAS {
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF

AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF

_____, 20___ A.D., AT ___O'CLOCK, __.M., AND DULY RECORDED THIS THE ____ DAY OF

_____, 20___ A.D., AT ___O'CLOCK, __.M. IN THE OFFICIAL PUBLIC RECORDS OF

SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PHASE SUMMARY TABLE

PHASE	LOTS PER PHASE	45' LOTS	50' LOTS	60' LOTS	TOTAL SINGLE FAMILY LOTS	OPEN SPACE LOTS	GREENLINK LOTS	PARK LAND LOTS	ACREAGE PER PHASE
PHASE 3	110	66	41	0	107	2	1	0	14.93
PHASE 4	62	0	17	44	61	0	1	0	21.67
TOTAL	172	66	58	44	168	2	2	0	36.60

BUILDING SETBACKS

	FRONT	GARAGE DOOR	SIDE	SIDE STREET	REAR	BUILDING HEIGHT
TYPICAL LOT (50'+ LOT)	20 FT.	25 FT.	5 FT.	15 FT.	10 FT.	35 FT. / 2.5 STORIES
TYPICAL LOT (45'-49' LOT)	20 FT.	25 FT.	5 FT.	10 FT.	10 FT.	35 FT. / 2.5 STORIES
CUL-DE-SAC OR BULB LOT	15 FT.	20 FT.	5 FT.	10 FT.	5 FT.	35 FT. / 2.5 STORIES
ACCESSORY BUILDING	*SEE NOTE	*SEE NOTE	5 FT.	15 FT.	5 FT.	15 FT.

* ACCESSORY BUILDINGS ARE PROHIBITED BETWEEN THE FRONT BUILDING WALL OF THE PRIMARY STRUCTURE AND THE PUBLIC RIGHT OF WAY.

* DETACHED GARAGES NEED TO MAINTAIN THE 25-FOOT FRONT YARD GARAGE DOOR SETBACK.

1. ACCESSORY STRUCTURES MUST BE PLACED AT LEAST 10 FT. OR A LESSER OR GREATER DISTANCE EQUIVALENT TO THEIR HEIGHT FROM PRIMARY STRUCTURES ON A SITE.

2. PRIMARY STRUCTURE MUST BE ORIENTED WHERE THE FRONT FACADE IS PARALLEL TO AND FACING THE STREET AS MUCH AS POSSIBLE, AND NOT ANOTHER DWELLING ON AN ADJACENT LOT. ON CORNER LOTS, HOUSES MAY FACE THE CORNER OR EITHER FRONTING STREET. THIS IS IN ACCORDANCE TO SECTION 10.404.2.2 BUILDING ORIENTATION IN CHAPTER 4 SITE DESIGN STANDARDS OF THE UDC.

3. BUILDING PERMITTING DOES NOT APPLY TO ACCESSORY STRUCTURES NO MORE THAN 200 SQ. FT.

HALFF
HALFF ASSOCIATES, INC.
9500 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TEXAS 78729
TBPELS SURVEYING, FIRM #10029607
TBPELS ENGINEERING FIRM #F-312
TEL (512) 777-4600
FAX (512) 252-8141

FINAL PLAT OF CROSS CREEK SUBDIVISION PHASES 3 AND 4

36.60 ACRES OUT OF THE
WILLIAM GATLIN SURVEY
ABSTRACT No. 271

City Council

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration and possible action on a resolution approving the proposed North Town Commons Lot 7 Block A Final Plat, 1.04 acres, more or less, of land, one commercial lot, located on Limmer Loop at FM 1660 North. (Ashley Lumpkin)
Meeting:	City Council - 16 Jul 2020
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed North Town Commons Lot 7 Block A Final Plat consists of 1.04 acres of land, and one commercial lot.

Current Zoning:

The subject property is zoned PUD with a base zoning of Light Industrial or Commercial.

Surrounding Zoning:

North: ETJ

East: ETJ

South: Single-Family Residential (SF-1)

West: Cross Creek PUD (SF-1)

Summary of Request:

The proposed Final Plat is comprised of One commercial lot with access to Limmer Loop via a shared access easement with the adjacent properties. No new access to Limmer Loop will happen with this plat.

Staff Review:

The proposal meets the minimum standards as required in the Planned Unit Development, Unified Development Code and state law.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously, and the Final Plat meets the requirements as adopted within the Unified Development Code, Development Agreement and state law, staff recommends the City Council approve the North Town Commons Lot 7 Block A Final Plat.

RESOLUTION NO. R-2020-057

A RESOLUTION APPROVING THE PLAT KNOWN AS "NORTH TOWN COMMONS LOT 7 BLOCK A FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the plat known as "North Town Commons Lot 7 Block A Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 1**6th** day of the month **July, 2020.**

THE CITY OF HUTTO, TEXAS

_____

Doug Gaul, Mayor

ATTEST:

_____

Holly Nagy, City Secretary

FINAL PLAT
LOT 7, BLOCK A, NORTH TOWN COMMONS
IN THE CITY OF HUTTO, WILLIAMSON COUNTY

NOTES

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACK LINES SHALL CONFORM WITH CITY OF HUTTO UNIFIED DEVELOPMENT CODE, AS AMENDED, OR WITH THE APPROVED PUD. THIS SUBDIVISION IS SUBJECT TO THE FOLLOWING REGULATIONS:
   PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE NO. 08–019–00 AS RECORDED IN DOC. 2009027013 OF OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY. RESTRICTIVE COVENANTS AS RECORDED IN DOC. 2008004882 OF OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, DATED 1–17–2008.
3. A 10' P.U.E. IS DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES.
4. A 10' P.U.E. ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
6. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE CITY OF HUTTO UDC REQUIREMENTS.
7. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
8. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
9. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF HUTTO, WASTEWATER: CITY OF HUTTO, AND ELECTRIC: ONCOR.
10. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100–YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0520F, EFFECTIVE DATE OF DECEMBER 20, 2019.
11. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE–FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2–INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
12. ON–SITE STORMWATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST–DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25, AND 100–YEAR STORM EVENTS.
13. THE MAXIMUM IMPERVIOUS COVERAGE PER NON–RESIDENTIAL LOT IS 85%.
14. ALL COMMON WASTEWATER, DRIVEWAY, AND DRAINAGE FACILITIES LOCATED WITHIN THIS SUBDIVISION SHALL BE OPERATED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION AS RECORDED IN DOCUMENT NO. 2018109821 OF O.P.R.W.C.
15. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.

FIELD NOTES

BEING 1.04 ACRE TRACT OF LAND LOCATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, AND JOSIAS B. BEALLE SURVEY, ABSTRACT 97 IN WILLIAMSON COUNTY, TEXAS. SAID 1.04 ACRE TRACT OF LAND BEING OUT OF THE REMAINDER OF A CALLED 28.449 ACRE TRACT OF LAND RECORDED IN THE NAME OF NORTH TOWN COMMONS, LLC IN DOCUMENT NUMBER (DOC.) 2007062953 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.), SAID 1.04 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS (BEARINGS AND DISTANCES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS);

BEGINNING AT AN IRON ROD FOUND WITH "VARA" CAP FOR AN ELL CORNER OF SAID 28.449 ACRE TRACT, BEING THE NORTHWEST CORNER OF LOT 28, BLOCK A, MAGER MEADOWS SUBDIVISION, PHASE 3 AS RECORDED IN DOC. NO. 2019111385 OF O.P.R.W.C., ALSO BEING ON THE EAST LINE OF AN 11.10 ACRE TRACT CONVEYED TO JERRY & HILDA ROZNOVAK AS RECORDED IN VOLUME 443 PAGE 472 OF DEED RECORDS OF WILLIAMSON COUNTY (D.R.W.C.) OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTH SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, N 7°50'09" E, TRAVELING ALONG THE COMMON LINE OF SAID REMAINDER OF 28.449 ACRE TRACT AND SAID ROZNOVAK TRACT, A DISTANCE OF 19.25 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID ROZNOVAK TRACT;

THENCE, N 82°03'20" W, TRAVELING ALONG THE SOUTH LINE OF SAID REMAINDER OF 28.449 ACRE TRACT AND NORTH LINE OF SAID ROZNOVAK TRACT, A DISTANCE OF 69.32 FEET TO AN IRON ROD SET WITH "HEJL LEE" CAP FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, N 7°18'32" E, TRAVERSING THE INTERIOR OF SAID REMAINDER OF 28.449 ACRE TRACT, A DISTANCE OF 279.47 FEET TO AN IRON ROD FOUND WITH "HEJL LEE" CAP FOR THE SOUTHWEST CORNER OF LOT 6, BLOCK A, NORTH TOWN COMMONS, AS RECORDED IN DOC. NO. 2018110645 OF O.P.R.W.C., ALSO BEING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, S 82°41'28" E, TRAVELING ALONG A NORTH LINE OF SAID REMAINDER OF 28.449 ACRE TRACT AND SOUTH LINE OF SAID LOT 6, A DISTANCE OF 156.00 FEET TO AN "X" MARK IN CONCRETE DRIVE ON THE WEST LINE OF SAID LOT 8 FOR THE SOUTHEAST CORNER OF SAID LOT 6, BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, S 7°18'32" W, TRAVELING ALONG A EAST LINE OF SAID REMAINDER OF 28.449 ACRE TRACT AND WEST LINE OF LOT 8, BLOCK A OF NORTH TOWN COMMONS SUBDIVISION CONVEYED TO LONGHORN AEND REAL ESTATE VENTURES, LLC, AS RECORDED IN DOC. NO. 2018114308 OF O.P.R.W.C., A DISTANCE OF 300.45 FEET TO AN IRON ROD FOUND WITH "HEJL LEE" CAP ON THE SOUTH LINE OF SAID REMAINDER OF 28.449 ACRE TRACT, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 8, ALSO BEING THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

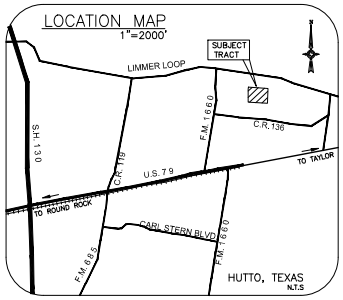
THENCE, N 82°03'37" W, TRAVELING ALONG THE SOUTH LINE OF SAID REMAINDER OF 28.449 ACRE TRACT AND NORTH LINE OF SAID LOT 28, BLOCK A OF MAGER MEADOWS, PHASE 3, A DISTANCE OF 86.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.04 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, CHIEN Y. LEE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

CHIEN Y. LEE, P.E., R.P.L.S., AICP
HEJL, LEE & ASSOCIATES, INC.
206 TAYLOR STREET, HUTTO, TX 78634 (512) 642–3292

7-1-2020

DRAFT



0 50 100 FT

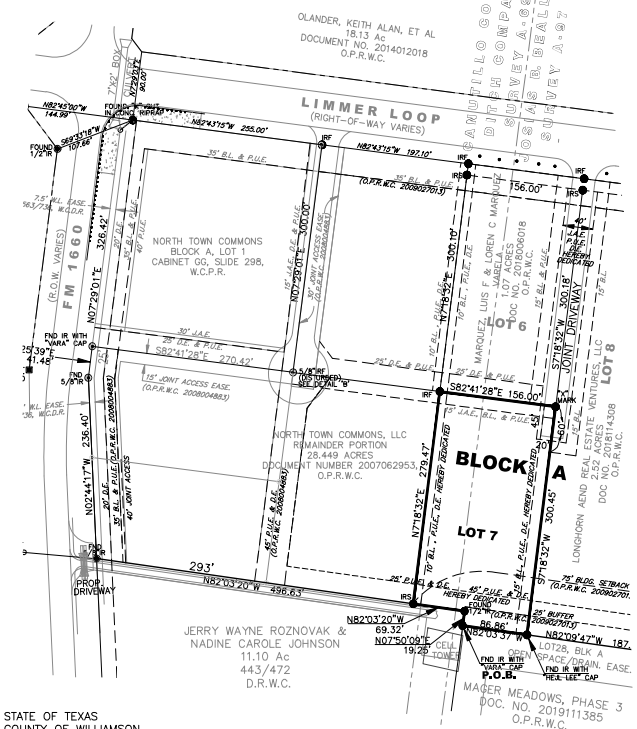
N

LEGEND

- IRF — FOUND IRON ROD (UNLESS OTHERWISE NOTED)
- IRS — SET IRON ROD (UNLESS OTHERWISE NOTED)
- ▲ CALCULATED POINT
- J.A.E. JOINT ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING SETBACK LINE
- P.O.B. POINT OF BEGINNING
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- • • • • PROPOSED SIDEWALK

NO. OF LOT: 1
ACREAGE: 1.04 ACRES
MIN. FINISHED FLOOR ELEV. 674.0'

Received 07/02/2020



STATE OF TEXAS
COUNTY OF WILLIAMSON
I, CHIEN Y. LEE, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON–THE–GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND AND/OR PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE APPLICABLE CODES AND ORDINANCES OF THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

CHIEN Y. LEE, P.E., R.P.L.S., AICP
HEJL, LEE & ASSOCIATES, INC.
206 TAYLOR STREET, HUTTO, TX 78634 (512) 642–3292

7-1-2020

DRAFT

HLA PROJECT SP1718–L7
UPDATED: 7–1–2020 CHIEN
LOT 7 FINAL PLAT 2020–07–01.DWG

COUNTY OF WILLIAMSON KNOW ALL MAN BY THESE PRESENTS:
STATE OF TEXAS
WE, BOB CASTLE, WILLIAM RANDALL RUSS & KYLE RADAR, BEING OWNERS OF NORTH TOWN COMMONS, LLC, OWNS THE REMAINDER OF 28.449 ACRE TRACT OF LAND AS RECORDED IN DOCUMENT NO. 2007062953 OF OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY SUBDIVIDE 1.04 ACRES OUT OF SAID REMAINDER OF 28.449 ACRE TRACT TO BE KNOWN AS LOT 7, BLOCK A, NORTH TOWN COMMONS AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE USE OF THE STREETS, ALLEYS, EASEMENTS, AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS ___ DAY OF _____, 2020, A.D.

_____ _____ _____
BOB CASTLE WILLIAM RANDALL RUSS KYLE RADAR

STATE OF TEXAS
COUNTY OF WILLIAMSON
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BOB CASTLE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE _____DAY OF _____, 2020 A.D.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINT NAME MY COMMISSION EXPIRES:_____

STATE OF TEXAS
COUNTY OF WILLIAMSON
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM RANDALL RUSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE _____DAY OF _____, 2020 A.D.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINT NAME MY COMMISSION EXPIRES:_____

STATE OF TEXAS
COUNTY OF WILLIAMSON
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYLE RADAR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE _____DAY OF _____, 2020 A.D.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINT NAME MY COMMISSION EXPIRES:_____

APPROVAL:
PASSED AND APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____, 2020 A.D. AND AUTHORIZE TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____ _____ _____
DOUG GAUL, MAYOR DATE HOLLY NAGY, CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2020, A.D., AT _____ O'CLOCK ___.M. AND DULY RECORDED THIS _____DAY OF _____, 2020, A.D., AT _____ O'CLOCK, __.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK, COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TX 78634
PH. (512) 642–3292
TBPE FIRM NO. F–755 TBPLS FIRM NO. 10058500

City Council

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration and possible action on a resolution authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Frankie and Judy Limmer for 29.191 acres of land, located on FM 1660 South. (Ashley Lumpkin)
Meeting:	City Council - 16 Jul 2020
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council."

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acreage identified in the agreement, the specific tract of land will not be annexed proactively by the City for the period outlined in the agreement, typically 25 years. In return, the property agrees to maintain the agricultural exemption and not to further develop the property into a larger development. The area adjacent or contiguous to the area that is subject to the development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Staff recommends the City Council approve the resolution.

RESOLUTION NO. R-2020-058

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND FRANKIE AND JUDY LIMMER, FOR 29.191 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **16th** day of the month **July, 2020.**

THE CITY OF HUTTO, TEXAS

_____

Doug Gaul, Mayor

ATTEST:

_____

Holly Nagy, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Frankie Limmer and Judy Lynn Boehm Limmer** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **29.191 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
500 W. Live Oak St.
Hutto, Texas 78634

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

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

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

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

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

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

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

Entered into this_____day of_____, 20_____.

Frankie Limmer

Frankie Limmer, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 2nd day of June, 2020, by Frankie Limmer, Owner.

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

Carrie E Rampy

Notary Public, State of Texas

Judy Lynn Boehm Limmer

Judy Lynn Boehm Limmer, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 2nd day of June, 2020, by Judy Lynn Boehm Limmer, Owner.

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

Carrie E Rampy

Notary Public, State of Texas

_____

_____
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

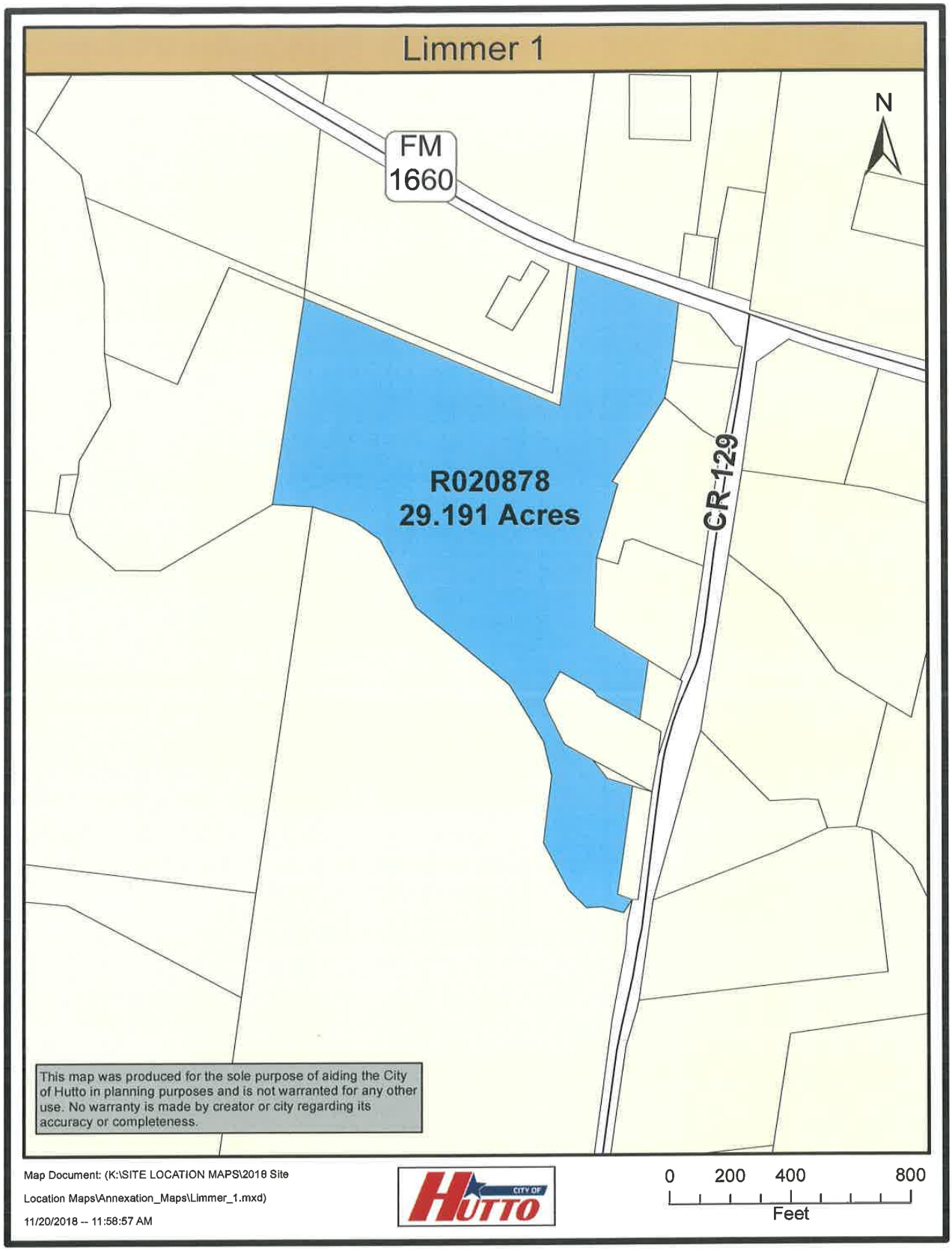
This instrument was acknowledged before me on the _____day of _____, 20____, by _____, City Manager, City of Hutto, Texas.

_____
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

LIMMER TRACT – 1 (R020878):
29.191 ACRES OF LAND, MORE OR LESS, SITUATED IN THE R.S. NEIGHBORS SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED OF GIFT DATED OCTOBER 9, 1974 AND RECORDED AS DOCUMENT NO. 19745583DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.


Limmer 1
N
FM
1660
R020878
29.191 Acres
CR 129
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.
Map Document: (K:\SITE LOCATION MAPS\2018 Site Location Maps\Annexation_Maps\Limmer_1.mxd)
11/20/2018 -- 11:58:57 AM
CITY OF HUTTO
0 200 400 800
Feet

City Council

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration and possible action on a resolution authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Frankie and Judy Limmer for 8.019 acres of land, located on FM 1660 South. (Ashley Lumpkin)
Meeting:	City Council - 16 Jul 2020
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council."

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acreage identified in the agreement, the specific tract of land will not be annexed proactively by the City for the period outlined in the agreement, typically 25 years. In return, the property agrees to maintain the agricultural exemption and not to further develop the property into a larger development. The area adjacent or contiguous to the area that is subject to the development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Staff recommends the City Council approve the resolution.

RESOLUTION NO. R-2020-059

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND FRANKIE AND JUDY LIMMER, FOR 8.019 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **16th** day of the month **July, 2020.**

THE CITY OF HUTTO, TEXAS

_____

Doug Gaul, Mayor

ATTEST:

_____

Holly Nagy, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Frankie Limmer and Judy Lynn Boehm Limmer** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **8.019 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
500 W. Live Oak St.
Hutto, Texas 78634

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

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

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

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

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

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

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

Entered into this_____day of_____, 20_____.

Frankie Limmer, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 2nd day of June, 2020, by Frankie Limmer, Owner.

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

Notary Public, State of Texas

Judy Lynn Boehm Limmer, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 2nd day of June, 2020, by Judy Lynn Boehm Limmer, Owner.

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

Notary Public, State of Texas

_____

_____
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

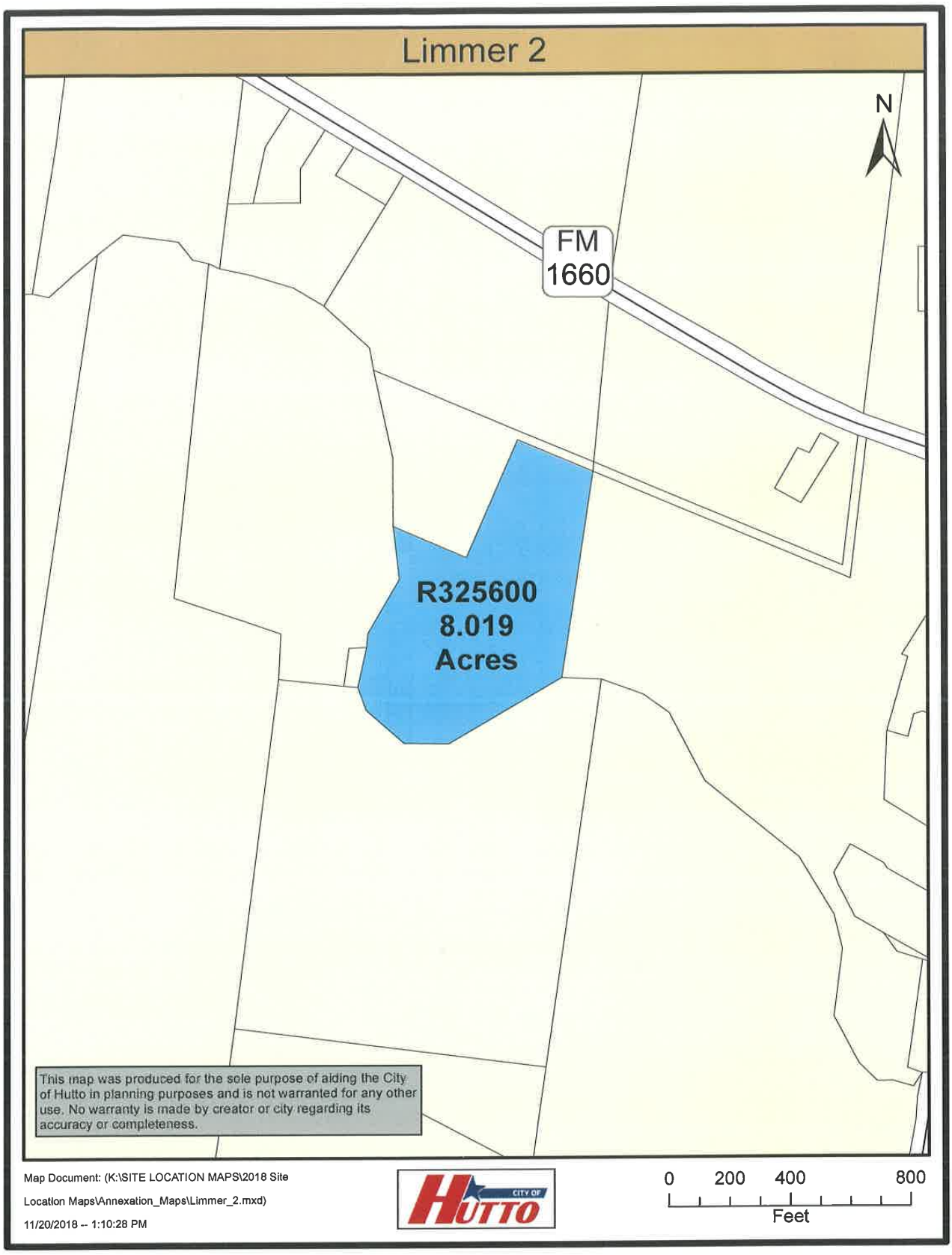
This instrument was acknowledged before me on the _____day of _____, 20____, by _____, City Manager, City of Hutto, Texas.

_____
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

LIMMER TRACT – 2 (R325600):
8.019 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CHAS. J. GERLACK SURVEY, ABSTRACT NO. 260, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED OF GIFT DATED OCTOBER 9, 1974 AND RECORDED AS DOCUMENT NO. 19745583DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.


Limmer 2
N
FM
1660
R325600
8.019
Acres
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.
Map Document: (K:\SITE LOCATION MAPS\2018 Site Location Maps\Annexation_Maps\Limmer_2.mxd)
11/20/2018 -- 1:10:28 PM
CITY OF HUTTO
0 200 400 800
Feet

City Council

AGENDA ITEM REPORT

To: City Council

Subject: Consideration and possible action on a resolution authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Frankie and Judy Limmer for 0.85 acres of land, located on FM 1660 South. (Ashley Lumpkin)

Meeting: City Council - 16 Jul 2020

Department: Development Services

Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council."

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acreage identified in the agreement, the specific tract of land will not be annexed proactively by the City for the period outlined in the agreement, typically 25 years. In return, the property agrees to maintain the agricultural exemption and not to further develop the property into a larger development. The area adjacent or contiguous to the area that is subject to the development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Staff recommends the City Council approve the resolution.

RESOLUTION NO. R-2020-060

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND FRANKIE AND JUDY LIMMER, FOR 0.85 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **16th** day of the month **July, 2020.**

THE CITY OF HUTTO, TEXAS

_____
Doug Gaul, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Frankie Limmer and Judy Lynn Boehm Limmer** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **0.85 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
500 W. Live Oak St.
Hutto, Texas 78634

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

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

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

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

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

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

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

Entered into this_____day of_____, 20_____.

Frankie Limmer, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 2nd day of June, 2020, by Frankie Limmer, Owner.

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

Notary Public, State of Texas

Judy Lynn Boehm Limmer, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 2nd day of June, 2020, by Judy Lynn Boehm Limmer, Owner.

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

Notary Public, State of Texas

_____

_____
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____day of _____, 20____, by _____, City Manager, City of Hutto, Texas.

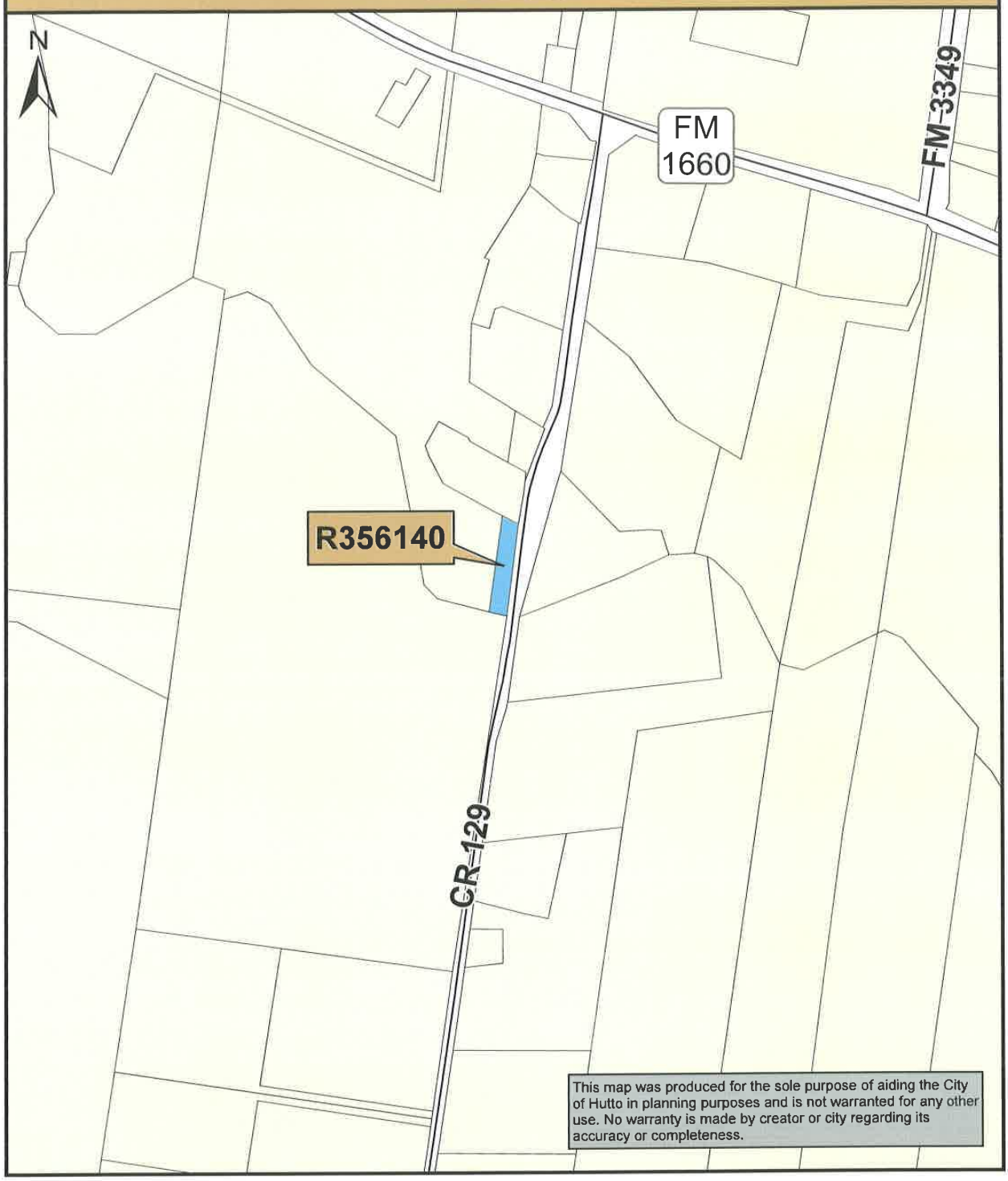
_____
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

LIMMER TRACT – 3 (R356140):
0.85 ACRES OF LAND, MORE OR LESS, SITUATED IN THE Wm. MULLEN SURVEY, ABSTRACT NO. 466, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN DEED OF GIFT DATED OCTOBER 9, 1974, AND RECORDED AS DOCUMENT NO. 19745583DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

R356140



Map Document: (K:\SITE_LOCATION_MAPS\
2020_Site_Location_Maps\R356140.mxd)
5/19/2020 -- 4:32:51 PM

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City Council

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration and possible action on a resolution authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Frankie and Judy Limmer for 0.63 acres of land, located on FM 1660 South. (Ashley Lumpkin)
Meeting:	City Council - 16 Jul 2020
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council."

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acreage identified in the agreement, the specific tract of land will not be annexed proactively by the City for the period outlined in the agreement, typically 25 years. In return, the property agrees to maintain the agricultural exemption and not to further develop the property into a larger development. The area adjacent or contiguous to the area that is subject to the development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Staff recommends the City Council approve the resolution.

RESOLUTION NO. R-2020-061

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND FRANKIE AND JUDY LIMMER, FOR 0.63 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **16th** day of the month **July, 2020.**

THE CITY OF HUTTO, TEXAS

_____
Doug Gaul, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Frankie Limmer and Judy Lynn Boehm Limmer** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **0.63 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
500 W. Live Oak St.
Hutto, Texas 78634

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

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

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

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

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

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

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

Entered into this_____day of_____, 20_____.

Frankie Limmer

Frankie Limmer, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 2nd day of June, 2020, by Frankie Limmer, Owner.

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

Carrie E. Rampy

Notary Public, State of Texas

Judy Lynn Boehm Limmer

Judy Lynn Boehm Limmer, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 2nd day of June, 2020, by Judy Lynn Boehm Limmer, Owner.

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

Carrie E. Rampy

Notary Public, State of Texas

_____

_____
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____day of _____, 20____, by _____, City Manager, City of Hutto, Texas.

_____
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

LIMMER TRACT – 4 (R403662):
0.63 ACRES OF LAND, MORE OR LESS, SITUATED IN THE Wm. MULLEN SURVEY, ABSTRACT NO. 466, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE PROPERTY DESCRIBED IN THAT CERTAIN DEED OF GIFT DATED OCTOBER 9, 1974, AND RECORDED AS DOCUMENT NO. 19745583DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

R403662

Map Document: (K:\SITE_LOCATION_MAPS\
2020_Site_Location_Maps\R403662.mxd)
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City Council

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration and possible action on a resolution authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Sarah Limmer Heselmeyer for 0.939 acres of land, located on FM 1660 South. (Ashley Lumpkin)
Meeting:	City Council - 16 Jul 2020
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council."

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acreage identified in the agreement, the specific tract of land will not be annexed proactively by the City for the period outlined in the agreement, typically 25 years. In return, the property agrees to maintain the agricultural exemption and not to further develop the property into a larger development. The area adjacent or contiguous to the area that is subject to the development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Staff recommends the City Council approve the resolution.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SARAH LIMMER HESELMEYER, FOR 0.939 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **16th** day of the month **July, 2020.**

THE CITY OF HUTTO, TEXAS

_____

Doug Gaul, Mayor

ATTEST:

_____

Holly Nagy, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, **0.939 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
500 W. Live Oak St.
Hutto, Texas 78634

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

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

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

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

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

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

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

Entered into this _____ day of _____ 20____.

Sarah Limmer Heselmeyer, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of June, 2020, by Sarah Limmer Heselmeyer, Owner.

RHONDA FLICK
My Notary ID # 11618225
Expires May 30, 2022

Notary Public, State of Texas

_____

City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

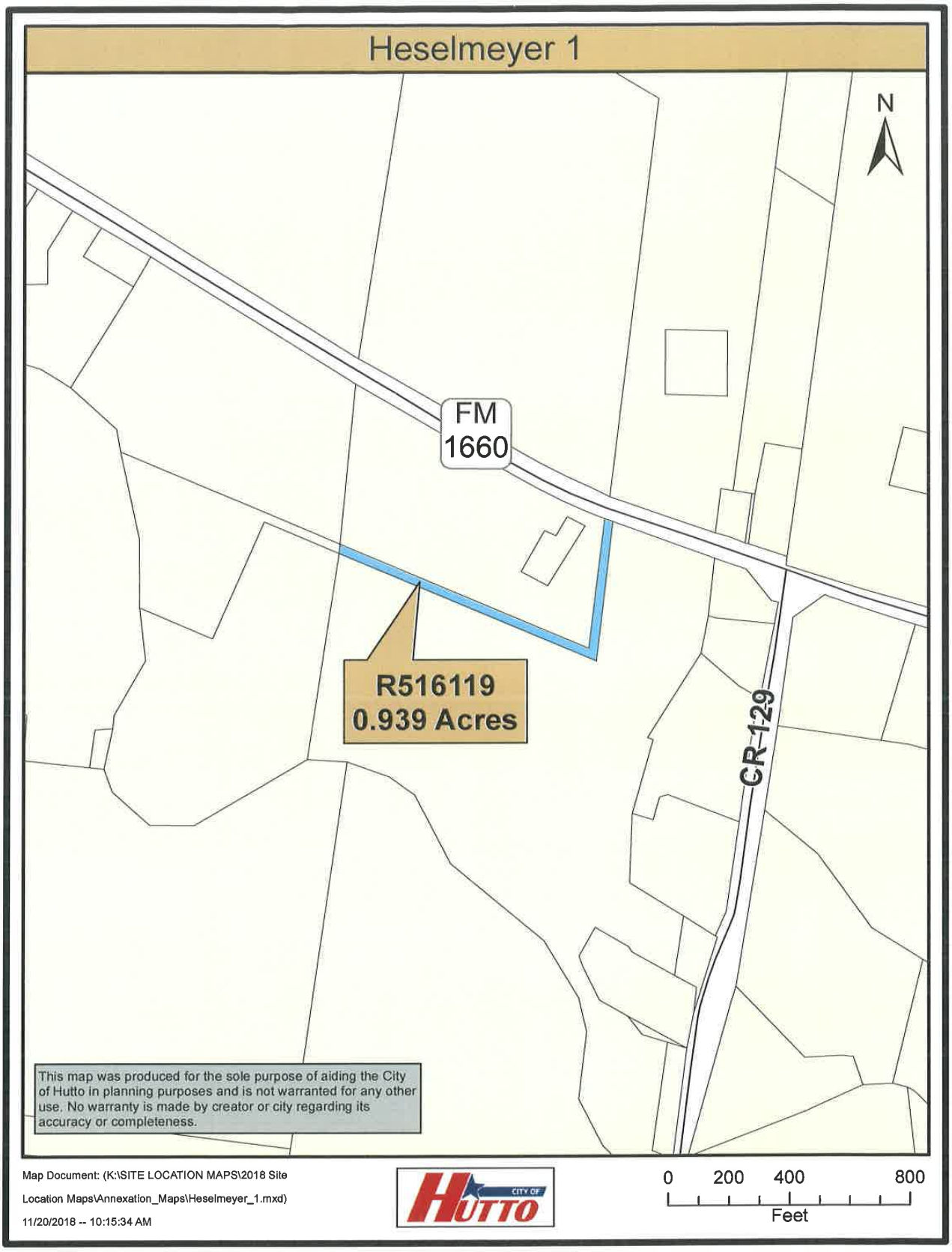
This instrument was acknowledged before me on the ___ day of _____, 20___, by _____, City Manager, City of Hutto, Texas.

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HESELMEYER TRACT – 1 (R516119):
0.939 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CHARLES J. GERLACK SURVEY, ABSTRACT NO. 260, AND THE R.S. NEIGHBORS SURVEY, ABSTRACT NO. 483, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN CASH WARRANTY DEED DATED FEBRUARY 2, 2012 AND RECORDED AS DOCUMENT NO. 2012014320, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.


Heselmeyer 1
N
FM
1660
R516119
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CR-129
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.
Map Document: (K:\SITE LOCATION MAPS\2018 Site Location Maps\Annexation_Maps\Heselmeyer_1.mxd)
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CITY OF HUTTO
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City Council

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration and possible action on a resolution authorizing the Interim City Manager to execute an annexation development agreement between the City of Hutto and Sarah Limmer Heselmeyer for 4.521 acres of land, located on FM 1660 South. (Ashley Lumpkin)
Meeting:	City Council - 16 Jul 2020
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

The City of Hutto adopted an Annexation Policy in 2018. The stated purpose of the policy is to promote orderly growth and facilitate long-range planning efforts and diversifying and expanding the economic base of the City of Hutto. The policy further outlines one way to achieve the purpose is to, "provide a means for meaningful public engagement in preparing an annexation prioritization list as part of an annual update to City Council."

Offering development agreements in lieu of annexation was the next step in preparing the annexation prioritization list and annexing territory, or managing future growth, in the extraterritorial jurisdiction (ETJ).

Staff held multiple open houses for property owners that were offered agreements, starting in November 2018 through January 2019, to answer questions or offer one-on-one discussions for particular concerns. Should a property owner enter into a development agreement with the City for the acreage identified in the agreement, the specific tract of land will not be annexed proactively by the City for the period outlined in the agreement, typically 25 years. In return, the property agrees to maintain the agricultural exemption and not to further develop the property into a larger development. The area adjacent or contiguous to the area that is subject to the development agreement is considered adjacent or contiguous to the municipality, which allows the city to annex ETJ land adjacent prior to development.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Staff recommends the City Council approve the resolution.

RESOLUTION NO. R-2020-063

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND SARAH LIMMER HESELMEYER, FOR 4.521 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **16th** day of the month **July, 2020.**

THE CITY OF HUTTO, TEXAS

_____

Doug Gaul, Mayor

ATTEST:

_____

Holly Nagy, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, **4.521 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
500 W. Live Oak St.
Hutto, Texas 78634

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

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

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

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

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

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

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

Entered into this _____day of _____20__.

Sarah Limmer Heselmeyer

Sarah Limmer Heselmeyer, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 4th day of June, 2020 by Sarah Limmer Heselmeyer, Owner.

RHONDA FLICK
My Notary ID # 11618225
Expires May 30, 2022

Rhonda Flick

Notary Public, State of Texas

_____

City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, City Manager, City of Hutto, Texas.

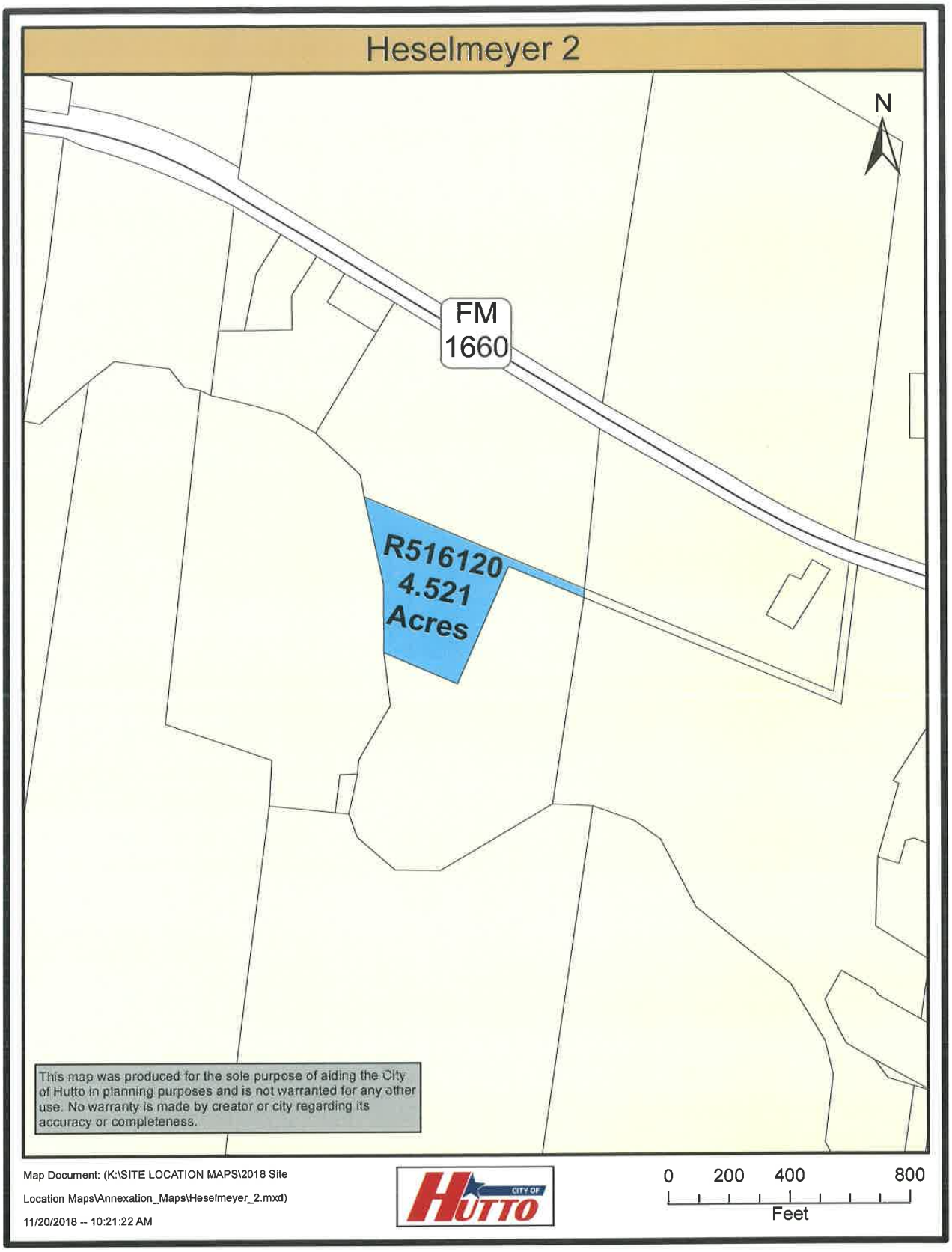
_____

Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

HESELMEYER TRACT – 2 (R516120):
4.521 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CHARLES J. GERLACK SURVEY, ABSTRACT NO. 260, AND THE R.S. NEIGHBORS SURVEY, ABSTRACT NO. 483, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN CASH WARRANTY DEED DATED FEBRUARY 2, 2012 AND RECORDED AS DOCUMENT NO. 2012014320, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.


Heselmeyer 2
N
FM
1660
R516120
4.521
Acres
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.
Map Document: (K:\SITE LOCATION MAPS\2018 Site Location Maps\Annexation_Maps\Heselmeyer_2.mxd)
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CITY OF HUTTO
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City Council

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration of a public hearing and possible action on the first and final reading of an ordinance approving the proposed annexation of the Wahrmund Tracts, 8.448 acres, more or less, of land, and to establish the base zoning for the property as B-2 (General Commercial). (Ashley Lumpkin)
Meeting:	City Council - 16 Jul 2020
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

Description:

The subject properties are approximately 8.448 acres in total and located at the northwest corner of Limmer Loop and Ed Schmidt Blvd. The proposal is to voluntarily annex the subject tracts and zone the properties to General Commercial (B-2), in conformance with the Future Land Use Map.

Owner: Linda Wahrmund (Applicant - Nick Sandlin)

Developer: Sandlin Services

Current Zoning: Extraterritorial Jurisdiction (ETJ)

Proposed Zoning: General Commercial (B-2)

Surrounding Zoning:

North: Wilco Ranch Subdivision – Zoned Single-Family Residential (SF-1)

East: Existing single-family tracts (Part of this project, applicant requested rezoning to B-2)

South: Existing church, Hutto water tower – Zoned Single-Family Residential (SF-1);

gas station (currently under construction) - Zoned General Commercial (B-2)

West: ETJ (Part of this project, applicant requested voluntary annexation as B-2)

Summary of Request:

The proposed annexation and zoning request conforms to the Future Land Use Map designation of commercial for the properties requested. General Commercial (B-2) allows for a myriad of retail, office, and business/personal services. The Unified Development Code (UDC) states B-2 property should be grouped together at intersections and discourages the incremental creation of strip commercial districts. This request is part of a larger development proposal in which an additional 3 acres is requesting rezoning to allow for a larger development area.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

The two properties conform to the Future Land Use Map designation.

RECOMMENDATION:

Staff recommends City Council approve the ordinance to voluntarily annex and provide B-2 (General Commercial District) Zoning on the two Wahrmund tracts.

ORDINANCE NO. O-2020-019

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 8.448 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO'S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Hutto, Texas (the "City") is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter, and;

WHEREAS, pursuant to Section 43.0671 of the Texas Local Government Code, the owners of two (2) tracts of land containing a combined total of 8.448 acres, more or less, of land, approximately 3.0 acres and 5.448 acres being out of the James Shelton Survey, Abstract No. 560, in Williamson County, Texas, and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

WHEREAS, the procedures prescribed by the Charter of the City of Hutto and the applicable laws of the State of Texas have been duly followed with respect to the Property, and;

WHEREAS, such Property is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside, and;

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens, and;

WHEREAS, and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with, and;

WHEREAS, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit "A"** should become annexed.

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

SECTION I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

SECTION II.

That the Property described in the attached **Exhibit "A"**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby and made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as SF-1 (Single Family Residential) Zoning District.

SECTION III.

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Hutto, and hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

SECTION IV.

That the appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official maps and boundaries of the City of Hutto, heretofore adopted and amended, so as to include the aforementioned territory hereby annexed, be and are hereby amended as part of the City of Hutto, Texas, as required by law.

SECTION V.

That the City Secretary is hereby directed and authorized to file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas.

SECTION VI.

If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

SECTION VIII.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **16th** day of **July, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

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

READ, PASSED and **ADOPTED** on first reading of ordinance this **16th** day of **July, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

_____
Doug Gaul, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

June 8, 2020

City of Hutto Planning Department
500 W. Live Oak St.
Hutto, TX 78634

NW Limmer and ES Annexation Letter of Intent

Review Team,

This new annexation case letter of intent acknowledges the city of Hutto annexation requirements for two properties Associated (R020482 & R020480) and is confirmed by the notarized signature below.

- Each tract is contiguous to the current city limits.
- The properties are each less than ½ mile in width
- 2 residents
- 3AC and 5.45AC (8.45 AC total)
- Single Family Residence and Agricultural.

Please feel free to contact me with any questions. Notarized signatures are on second page for each property.

Sincerely,

Nick Sandlin, P.E.
President & Principal
TBPELS Firm# 21356

Received 06/12/2020

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

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.

Linda Wahrmund — Property Owner Signature
LINDA WAHRMUND — Property Owner Printed Name
6-8-2020 — Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared Linda Wahrmund 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 8th day of June, 20 20 A.D.

Wahrmund — Notary Public Signature
Lori Wahrmund — Notary Public Printed Name

LORI WAHRMUND
Notary Public, State of Texas
Comm. Expires 03-02-2023
Notary ID 12854145-2

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

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.

Ken Wahrmund — Property Owner Signature
Ken Wahrmund — Property Owner Printed Name
6-8-2020 — Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared Ken Wahrmund 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 8th day of June, 20 20 A.D.

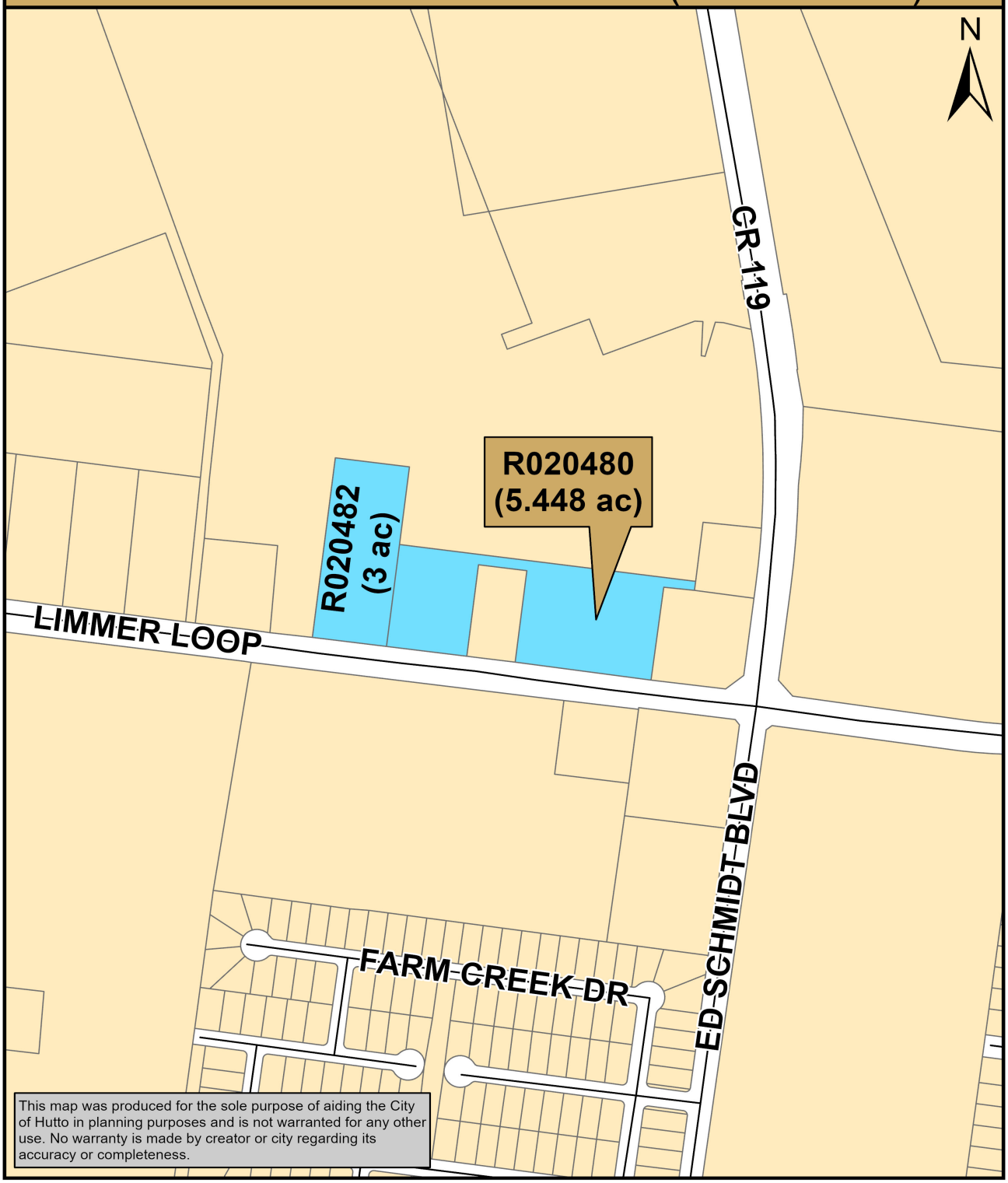
Wahrmund — Notary Public Signature
Lori Wahrmund — Notary Public Printed Name

LORI WAHRMUND
Notary Public, State of Texas
Comm. Expires 03-02-2023
Notary ID 12854145-2

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

Received 06/12/2020

Wahrmund Tracts Annexation (8.448 acres)



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

Map Document: (K:\Site_Location_Maps\2020_Site _Location_Maps\Wahrmund_Tracts_Annexation.mxd)

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CITY OF HUTTO

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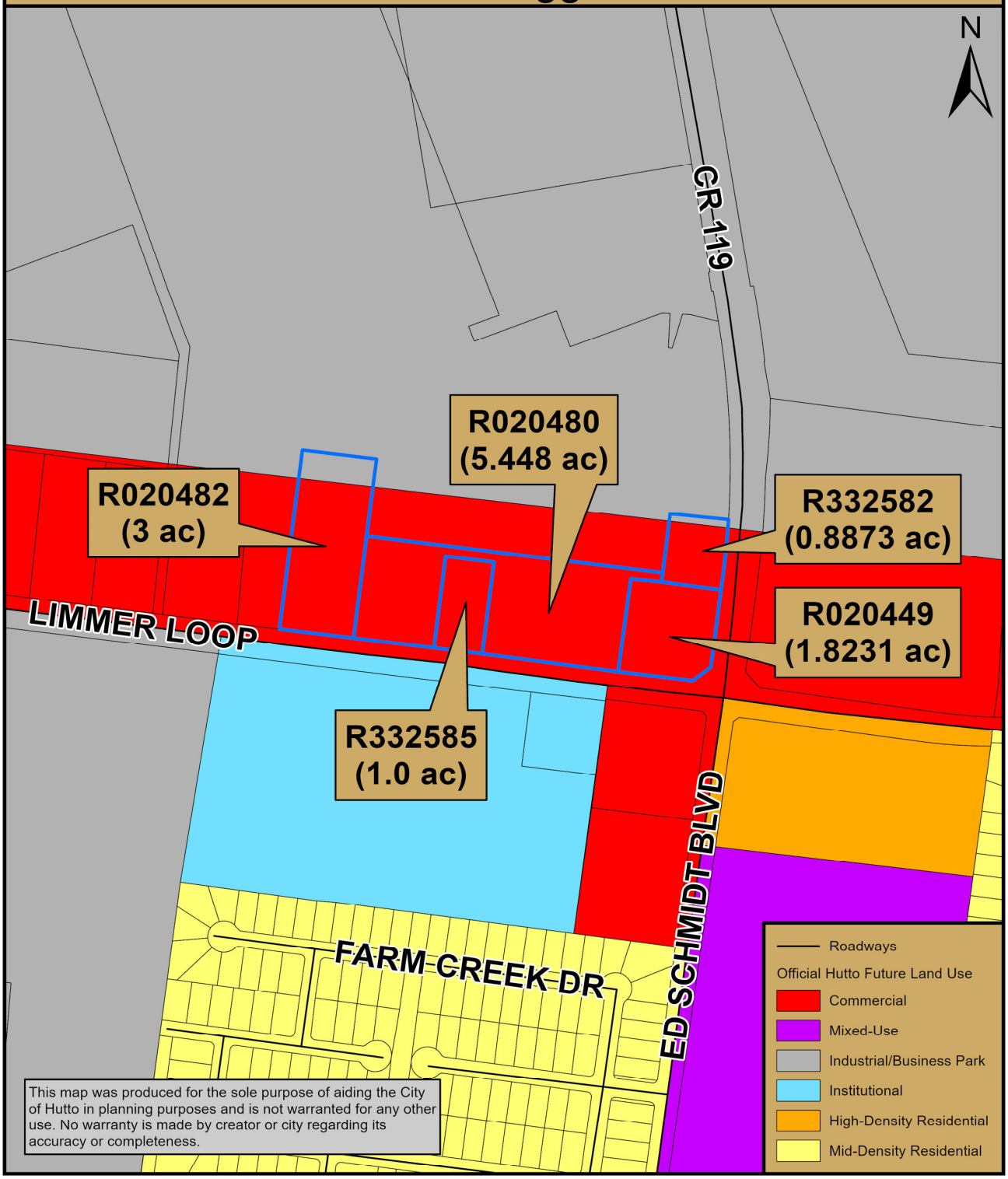
Wahrmund/Dugger Tracts



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

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CITY OF HUTTO

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Feet

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

June 8, 2020

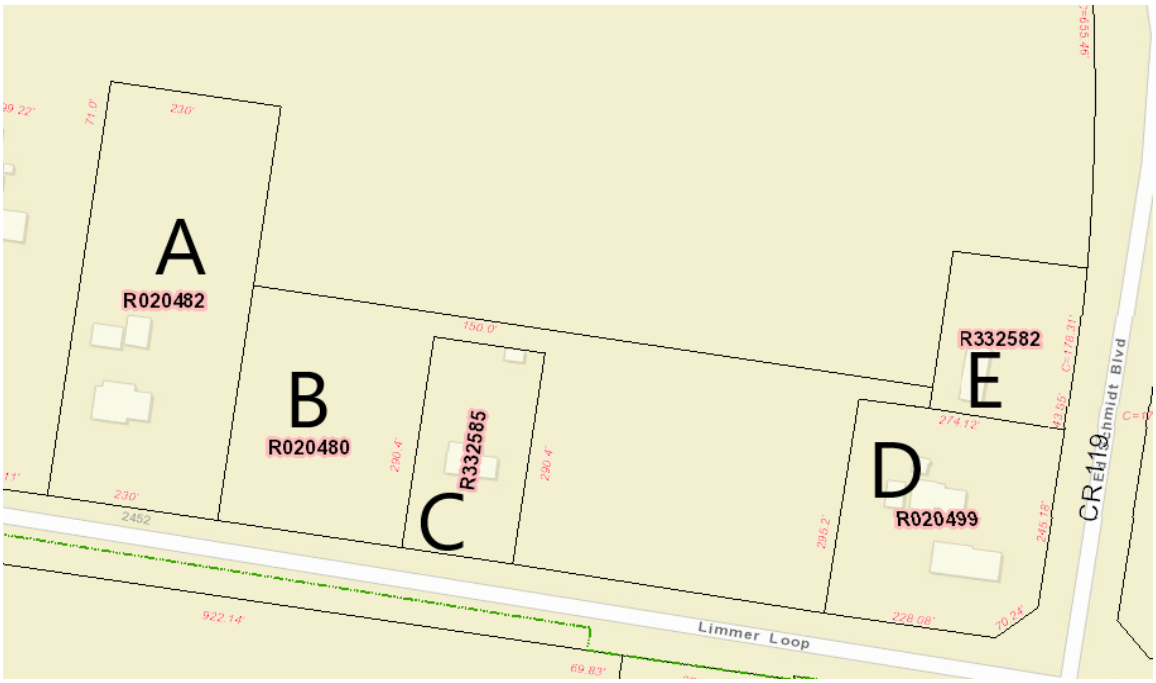
City of Hutto Planning Department
500 W. Live Oak St.
Hutto, TX 78634

NW Limmer and ES Annexation Subject Tracts Boundary Sketch

Review Team,

Below are the subject tracts "R020482 & R020480" and description exhibits. Please feel free to contact me with any questions.

SUBJECT LEGEND: TRACT A, B, C, D, E.
TRACT A AND B ARE ANNEXATION. ALL TRACTS TO BE ZONED GENERAL COMMERCIAL B-2 PER RELATED ZONING CASE



Received 06/12/2020

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

TRACT A DESCRIPTION FROM DEED

Being a 3.00-acre tract of land situated in James Seldon Survey, Abstract No. 560, in Williamson County, Texas, and being a part of that certain 61.28 acres (1st tract) tract of land conveyed by Deed to Alvin R. Anderson by John Swenson as recorded in Vol. 265, Page 226 of the Deed Records of Williamson County, Texas; said 3 acre tract of land being more particularly described as follows:

Beginning at an iron pin set in the North line of County Road No. 119, being also the South line of the said Anderson tract, for the S.W. corner hereof; said corner being S 79 deg. 22 min. E, 387.11 feet from an iron pin set marking the S.W. corner of said Anderson 61.28 acre tract; Thence N 10 deg. 00 min. E, 568.17 feet to an iron pin set for the N.W. corner hereof; Thence S 80 deg. 00 min. E, 230 feet to an iron pin set for the N.E. corner hereof; Thence S 10 deg. 00 min. W, 568.17 feet to an iron pin set in said North line of County Road No. 119 for the S.E. corner hereof; Thence N. 80 deg. 00 min. W, 230.00 feet, with said North line of said Road, to the Place of Beginning and containing 3.00 acres of land as surveyed on the ground in the month of August 1978 by R. T. Magness, Jr., Registered Professional Engineer No. 16438, and being the same tract of land conveyed by Alvin R. Anderson and Wife, Ellen Anderson to Floyd A. Anderson, by Deed dated September 1, 1978, and recorded in Vol. 727, Page 280 fo the Deed Records of Williamson County, Texas.

Received 06/12/2020

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

TRACT B DESCRIPTION FROM RELATED DEED
DEED FOR SPECIFIC ACREAGE MAY HAVE NOT BEEN RECORDED CORRECTLY

FIELD NOTES
JOB NO. 15308-00
DATE: 7-17-15
PAGE 1 OF 4

94.08 ACRES

Being 94.08 acres of land situated in Williamson County, Texas, out of the James Shelton Survey, Abstract No. 560, in Williamson County, Texas, being all those tracts called 99.918 acres, conveyed in a Gift Deed to Curtis Wahrmund, dated June 27, 2012, and recorded in Document No. 2012050013 of the Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING: at a ½" iron rod w/ cap stamped "CCC 4835" found in the north line of Limmer Loop, for the southeast corner of a called 1.45 acre tract conveyed to Rejenia Anderson in a Special Warranty Deed, dated May 5, 2008, and recorded in Document No. 2009001333 of said Official Public Records, an angle point in the south line of said Wahrmund tract, and this parcel, from which a ½" iron rod found in the north line of Limmer Loop, for the southwest corner of a called 16.20 acre tract, conveyed to Wehring Family Investments, LP in a Special Warranty Deed, dated July 15, 2010, and recorded in Document No. 2010069362 of said Official Public Records, bears N 82°36'56" W, 259.90 feet.

THENCE: N 05°42'25" E, 274.92 feet to a ½" iron rod w/ cap stamped "CCC 4835" found for the northeast corner of said Anderson tract, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: N 82°35'59" W, 229.90 feet to a ½" iron rod w/ cap stamped "CCC 4835" found in the east line of said Wehring Family Investments, L.P. tract, for the northwest corner of said Anderson tract, the southwest corner of said Curtis Wahrmund tract, and this parcel.

THENCE: in the general direction of an existing fence along the east line of said Wehring Family Investments, L.P. tract, the west line of said Curtis Wahrmund tract, and this parcel the following 3 calls:

1) N 05°44'34" E, 556.38 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for an angle point.

2) N 19°24'31" W, 209.13 feet to a ½" iron rod found for an angle point.

3) N 19°23'08" W, 1128.45 feet to a ½" iron rod found for an angle point in the east line of said Wehring Family Investments, L.P. tract, the southwest corner of a called 197.60 acre tract, conveyed to No-Count, LLC in a Deed dated June 26, 2013, and recorded in Document No. 2013060751 of said Official Public Records, the northwest corner of said Curtis Wahrmund tract, and this parcel.

THENCE: following in the general direction of an existing fence N 68°06'56" E, 1869.72 feet along the south line of said No-Count, LLC tract, the north line of said Curtis Wahrmund tract, and this parcel, to a ½" iron rod w/ cap stamped "TLS, Inc." set in the west line of CR-119 as conveyed and dedicated to Williamson County, Texas, in a Deed dated April 29, 2015, and recorded in Document No. 2015035245 of said Official Public Records, for the northwest corner of said Williamson County tract, the northeast corner of this parcel, and the start of a curve right having a delta of 8°15'22", a radius of 2398.03 feet, and a chord bearing and distance of S 13°29'43" E, 345.25 feet.

THENCE: along the west line of CR-119, through, over and across said Curtis Wahrmund tract, and along the east line of this parcel the following 7 calls:

1) along said curve right 345.55 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for the end point of said curve right.

2) S 09°26'18" E, 1394.61 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for an angle point.

S:\2015 PROJECTS\15308 J SHELTON SVY 2725 LIMMER LOOP HUTTO\15308 BOUNDARY FIELD NOTES.odt

Unofficial Document

Received 06/12/2020

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

FIELD NOTES
JOB NO. 15308–00
DATE: 7-17-15
PAGE 2 OF 4

3) S 80°33'42" W, 5.00 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for an angle point.

4) S 09°26'18" E, 60.00 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for an angle point.

5) N 80°33'42" E, 5.00 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for an angle point.

6) S 09°26'18" E, 62.48 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for an angle point, and the start of a curve right having a delta of 13°15'06", a radius of 2840.73 feet, and a chord bearing and distance of S 02°48'42" E, 655.56 feet.

7) along said curve right 657.02 feet to a ½" iron rod, found in the north line of a called 1.00 acre tract conveyed to Kimberly Gail Dugger in a Warranty Deed dated July 3, 2002, and recorded in Document No. 2002050521 of said Official Public Records, for the end point of said curve right, and the southeast corner of this parcel, from which a ½" iron rod, found for the northeast corner of said Dugger tract, and the southeast corner of said Williamson County tract, bears S 82°01'42" E, 19.48 feet.

THENCE: N 81°28'10" W, 170.99 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for the northwest corner of said Dugger tract, an angle point in the south line of said Wahrmund tract, and this parcel.

THENCE: S 08°39'20" W, 221.30 feet to a ½" iron rod found in the north line of a called 1.00 acre tract conveyed to Linda Kay Wahrmund and Curtis Wahrmund in a Gift Deed dated March 29, 1993, and recorded in Volume 2276, Page 559 of the Official Records of Williamson County, Texas, for the southwest corner of said Dugger tract, and an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: N 82°45'58" W, 91.98 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for the northwest corner of said Linda Kay Wahrmund tract, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: S 07°19'20" W, 297.26 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set in the north line of Limmer Loop for the southwest corner of said Linda Kay Wahrmund tract, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: N 82°48'39" W, 420.20 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for the southeast corner of a called 1.00 acre tract conveyed to Kenneth A. Wahrmund in a Gift Deed dated February 2, 1993, and recorded in Volume 2252, Page 894 of said Official Records, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: N 07°11'21" E, 292.46 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for the northeast corner of said Kenneth A. Wahrmund 1.00 acre tract, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: N 82°46'36" W, 150.00 feet to a ½" iron rod, found for the northwest corner of said Kenneth A. Wahrmund 1.00 acre tract, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: S 07°11'21" W, 292.46 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set in the north line of Limmer Loop for the southwest corner of said Kenneth A. Wahrmund 1.00 acre tract, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

S:\2015 PROJECTS\15308 J SHELTON SVY 2725 LIMMER LOOP HUTTO\15308 BOUNDARY FIELD NOTES.odt

Unofficial Document

Received 06/12/2020

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

Exhibit A, page 3 of 4

FIELD NOTES
JOB NO. 15308-00
DATE: 7-17-15
PAGE 3 OF 4

THENCE: N 82°48'39" W, 228.61 feet along the north line of Limmer Loop, to a ½" iron rod w/ cap stamped "TLS, Inc." set for the southeast corner of a called 3.00 acre tract conveyed to Kenneth A. Wahrmund in a Warranty Deed dated December 29, 2009, and recorded in Document No. 2010000629 of said Official Public Records, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: N 07°11'21" E, 570.23 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for the northeast corner of said Kenneth A. Wahrmund 3.00 acre tract, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: N 82°48'39" W, 230.00 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set for the northwest corner of said Kenneth A. Wahrmund 3.00 acre tract, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: S 07°11'21" W, 570.23 feet to a ½" iron rod w/ cap stamped "TLS, Inc." set in the north line of Limmer Loop, for the southwest corner of said Kenneth A. Wahrmund 3.00 acre tract, an angle point in the south line of said Curtis Wahrmund tract, and this parcel.

THENCE: N 82°48'39" W, 156.44 feet along the north line of Limmer Loop, the south line of said Curtis Wahrmund tract, and this parcel, to the Point of Beginning.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83).

7-27-15

Kenneth Louis Crider , R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3813 Williams Drive, Suite 903
Georgetown, Texas 78628

STATE OF TEXAS REGISTERED KENNETH LOUIS CRIDER 5624 PROFESSIONAL LAND SURVEYOR

Sincerely,

Nick Sandlin, P.E.
President & Principal
TBPELS Firm# 21356

Received 06/12/2020

~~2000053443 5 pgs~~ 5

*rerecorded to correct the legal description.

02030245

2002061743 5 pgs

DEED OF GIFT

Date: August 10, 2000

Grantor: JIMMYE ANDERSON

Grantor's Mailing Address (including county):

JIMMYE ANDERSON
451 CR 164
Hutto, TX 78634-3424
Williamson County

Grantee: LINDA K. WAHRMUND

Grantee's Mailing Address (including county):

LINDA K. WAHRMUND
649 CR 164
Hutto, TX 78634
Williamson County

Consideration: The natural love and affection which I have and bear for my daughter, LINDA K. WAHRMUND.

Property (including any improvements):

All of my undivided one-half interest in and to the following described property located in Williamson County, Texas, to wit:

Tract 1

Being 3.038-acre tract of land situated in the Martin Strouse Survey, A-586, and in the James Shelton Survey, A-560, in Williamson County, Texas, and being a part of that certain 61.28 acre tract of land described in a deed to Alvin R. Anderson as recorded in Volume 265, Page 226, Deed Records of Williamson County, Texas, and being more particularly described as follows:

Beginning at a point in the West line of said 61.18 acre tract, which is located N 8° 36' 15" E, 275 feet from an iron pin found in the North line of County Road 119, marking the Southwest corner of said Anderson tract, for the lower Northwest corner hereof;

Thence with the West line of said 61.28 acre Anderson tract, N 8° 36' 15" E, 222.32 feet to an iron pin set for the upper Northwest corner hereof;

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(3) RETURN TO
Longhorn Title Co., Inc.

Thence S 80° 00' E, 399.22 feet, crossing the common line between the said Martin Strouse Survey and the James Shelton Survey, to an iron pin set in the West line of that certain 3.00 acre tract of land conveyed by Deed to Floyd A. Anderson as recorded in Volume 727, Page 280, Deed Records, Williamson County, Texas for the Northeast corner hereof;

Thence S 10° 00' W, 497.17 feet with the West line of said 3.00 acre Floyd A. Anderson tract to an iron pin set in the said North line of County Road 119, on or near the South line of said James Shelton Survey, marking the Southwest corner of said 3.00 acre Floyd A. Anderson Tract, for the Southeast corner hereof;

Thence N 80° 00' W, with the North line of County Road No. 119, on or near the said South line of said James Shelton Survey, 157.11 feet to an iron pin set for the Southwest corner hereof;

Thence N 8° 36' 15" E, 275.00 feet to an iron pin set for an inner corner hereof;

Thence N. 80° 00' W, 230.00 feet to the Place of Beginning and containing 3.038 acres of land.

Tract 2

Being 48.44-acre tract of land situated in the James Shelton Survey, Abstract No. 560, Williamson County, Texas, and being a part of those two certain tracts of land, containing 61.28 acres and 45.73 acres, as described in a deed to Alvin R. Anderson as recorded in Volume 265, Page 226, Deed Records, Williamson County, Texas. Surveyed on the ground in the month of November, 1985, under the supervision of R. T. Magness, Jr., Registered Public Surveyor, and being more particularly described as follows:

Beginning at an iron pin set in the West line of said Anderson tract for the Southwest corner hereof, said corner being N 8° 36' 15" E, 831.13 feet, and N 16° 30' W, 208.87 feet from an iron pin found in the North line of County Road No. 119, marking the Southwest corner of said Anderson tract;

Thence N 16° 30' W, 1128.68 feet with the said West line of Anderson tract to an iron pin set by existing fence corner post, marking the Northwest corner of said Anderson tract for the Northwest corner hereof;

Thence N 70° 59' 30" E, 1977.54 feet to an iron pin set in the West line of existing public gravel road, marking the Northeast corner of said Anderson tract for the Northeast corner hereof;

Thence S 5° 54' 30" E, 1157.94 feet with the said West line of public road to an iron pin set for the Southeast corner hereof;

Unofficial Document

Thence S 71° 00' W, 1764.53 feet to the place of Beginning and containing 48.44 acres of land, and being the same tract of land conveyed by Floyd A. Anderson and wife, Jimmye M. Anderson to Alvin R. Anderson, be Deed dated January 21, 1991, and recorded in Vol. 1981, Page 509 of the Official Records of Williamson County, Texas

Tract 3

Being a 48.44 acre tract of land of which 0.30 acre is situated in the Martin Strouse Survey, Abstract No. 587, and 48.14 acres are situated in the James Shelton Survey, Abstract No. 560, Williamson County, Texas, and being a part of those two certain tracts of land, containing 61.28 acres and 45.73 acres, as described in a deed to Alvin R. Anderson as recorded in Volume 265, Page 226, Deed Records, Williamson County, Texas. Surveyed on the ground in the month of November, 1985, under the supervision of R. T. Magness, Jr., Registered Public Surveyor, and being more particularly described as follows:

Beginning at an iron pin set in the West line of said Anderson tract for the most northerly Southwest corner hereof, said corner being N 8° 36' 15" E, 497.32 feet from an iron pin found in the North line of County Road no. 119, marking the Southwest corner of said Anderson tract;

Thence with the said West line of Anderson tract, N 8° 36' 15" E, 333.81 feet, crossing the common line between the said Strouse Survey and the said Shelton Survey, to an iron pin found, and N 16° 30' W, 208.87 feet to an iron pin set for the Northwest corner hereof;

Thence N 71° 00' E, 1764.53 feet to an iron pin set in the East line of said Anderson tact, also being the West line of existing public gravel road, for the Northeast corner hereof;

Thence with the said East line of said Anderson tract, also being the said West line of public gravel road;

S 5° 54' 30" E, 859.50 feet to an iron pin set;
S 3° 54' 15" E, 98.94 feet to an iron pin set;
S 3° 27' W, 206.05 feet to an iron pin set; and
S 10° 07' 30" W, 450.75 feet to an iron pin set, marking the Northeast corner of a certain 2.00 acre tract of land conveyed by deed to Floyd A. Anderson as recorded in Volume 635, Page 361, Deed Records, Williamson County, Texas, for the most easterly Southeast corner hereof;

Thence 80° 00' W, 295.20 feet to an iron pin set, marking the Northwest corner of said 2.00 acre Floyd A. Anderson tract for an interior corner hereof;

Thence 10° 07' 30" W, 295.20 feet to an iron pin set in the North line of County Road No. 119, on or near the South line of said Shelton Survey, marking the Southwest corner of said 2.00 Acre Floyd A. Anderson tract for the most southerly Southeast

Unofficial Document

corner hereof;

Thence N 80° 00' W 798.81 feet with the said North line of County Road No. 119, on or near the said South line of Shelton Survey, to an iron pin set, marking the Southeast corner of a certain 3.00 acre tract of land conveyed by deed to Floyd A. Anderson as recorded in Volume 727, Page 280, Deed Records, Williamson County, Texas, for the most southerly Southwest corner hereof;

Thence N 10° 00' E, 568.17 feet to an iron pin set, marking the Northeast corner of said 3.00 acre Floyd A. Anderson tract for an interior corner hereof;

Thence N 80° 00' W, 230.00 feet to an iron pin set, marking the Northwest corner of said 3.00 acre Floyd Anderson tract for a corner hereof;

Thence S 10° 00' W, 71.00 feet with the West line of said 3.00 acre Floyd A. Anderson tract to an iron pin set for a corner hereof;

Thence N 80° 00' W, 399.22 feet, crossing the common line between said Shelton Survey and said Strouse Survey, to the place of Beginning,

LESS that certain 1.0 acre tract described in a deed from Floyd A. Anderson, et ux to Kenneth A. Wahrmund dated February 2, 1993, recorded in Volume 2252, Page 894, Real Property Records of Williamson County, Texas + those coveyed in Volume 2138, Page 154 + Volume 2276, Page 559 both in the Official Records of Williamson County, Texas.

INITIAL HERE

Reservations From and Exceptions to Conveyance and Warranty:

For Grantor and Grantor's assigns, a reservation of the full possession, benefit, use, rents, revenues, and profits of the property for the remainder of Grantor's life.

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

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

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It is the intention of the Grantor that with the life estate herein reserved, combined with the bequest by Grantor's husband of a life estate in his one-half interest in the property (Probate Cause No. 99-16956-CP3, Williamson County, Texas), Grantor shall have a life estate in the entirety of the above-described property.

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

Jimmye Anderson

JIMMYE ANDERSON

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on Aug 10, 2000, by JIMMYE ANDERSON.

BONNIE GEORGE
Notary Public, State of Texas
My Commission Expires
FEBRUARY 26, 2004

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LELAND R. ENOCHS
Attorney at Law
P. O. Box 751
Taylor, TX 76574

Nancy E. Rister

08-14-2000 11:26 AM 2000053443
CAVENDER $17.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

After Recorded Return to:
Jimmye Anderson
451 Co. Rd 164
Hutto, Tx 78634

Nancy E. Rister

08-14-2002 09:33 AM 2002061743
MIKULENCAK $17.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

RETURN TO
Longhorn Title Co., Inc.

Unofficial Document

DEED 2010000629
2 PGS

WARRANTY DEED

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

THAT I, LINDA K. WAHRMUND, of Williamson County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto KENNETH A. WAHRMUND, of 2475 Limmer Loop, Hutto, Texas 78634, the following land situated in the County of Williamson, State of Texas, more particularly described as follows:

Being a 3.00-acre tract of land situated in James Seldon Survey, Abstract No. 560, in Williamson County, Texas, and being a part of that certain 61.28 acres (1st tract) tract of land conveyed by Deed to Alvin R. Anderson by John Swenson as recorded in Vol. 265, Page 226 of the Deed Records of Williamson County, Texas; said 3 acre tract of land being more particularly described as follows:

Beginning at an iron pin set in the North line of County Road No. 119, being also the South line of the said Anderson tract, for the S.W. corner hereof; said corner being S 79 deg. 22 min. E, 387.11 feet from an iron pin set marking the S.W. corner of said Anderson 61.28 acre tract; Thence N 10 deg. 00 min. E, 568.17 feet to an iron pin set for the N.W. corner hereof; Thence S 80 deg. 00 min. E, 230 feet to an iron pin set for the N.E. corner hereof; Thence S 10 deg. 00 min. W, 568.17 feet to an iron pin set in said North line of County Road No. 119 for the S.E. corner hereof; Thence N. 80 deg. 00 min. W, 230.00 feet, with said North line of said Road, to the Place of Beginning and containing 3.00 acres of land as surveyed on the ground in the month of August 1978 by R. T. Magness, Jr., Registered Professional Engineer No. 16438, and being the same tract of land conveyed by Alvin R. Anderson and Wife, Ellen Anderson to Floyd A. Anderson, by Deed dated September 1, 1978, and recorded in Vol. 727, Page 280 fo the Deed Records of Williamson County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his heirs, administrators, executors and assigns forever; and I do hereby bind myself, my heirs, administrators, executors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, his heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all of the reservations, covenants, conditions, restrictions and easements of record in the Deed or Plat Records of Williamson County, Texas, which are applicable to the property hereby conveyed.

EXECUTED this 29 day of December, 2009.

Linda K. Wahrmund
LINDA K. WAHRMUND

Unofficial Document

THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 29 day of December, 2009, by LINDA K. WAHRMUND.

DOLORES SUAREZ
Notary Public, State of Texas
My Commission Expires
February 24, 2011

Dolores Suarez
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

J. B. Marshall, Jr.
Attorney at Law
P.O. Box 750
Pflugerville, TX 78691-0750

AFTER RECORDING RETURN TO:

Kenneth A. Wahrmund
2475 Limmer Loop
Hutto, TX 78634

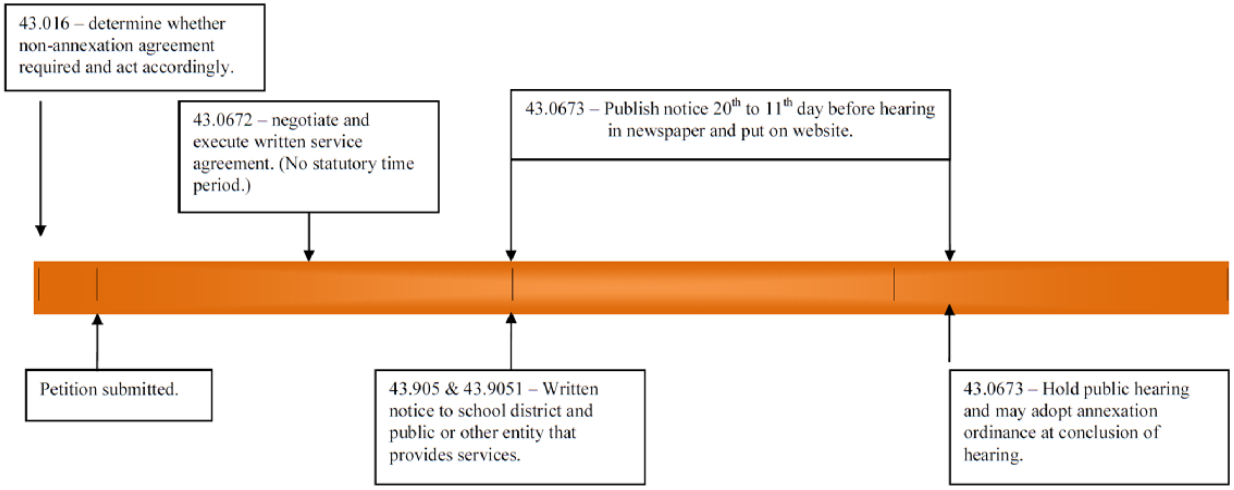
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2010000629

Nancy E. Rister

01/06/2010 08:57 AM
COLE $20.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

Subchapter C-3: Individual Landowner Petition



City Council

AGENDA ITEM REPORT

To:	City Council
Subject:	Consideration of a public hearing and possible action on the first reading of an ordinance approving the zoning change request for the properties to be known as the Wahrmund/Dugger Tracts (3 tracts), 3.710 acres, more or less, of land, from SF-1 (Single Family Residential) to B-2 (General Commercial) zoning district, located on the northwest corner of Limmer Loop and CR 119. (Ashley Lumpkin)
Meeting:	City Council - 16 Jul 2020
Department:	Development Services
Staff Contact:	Ashley Lumpkin

BACKGROUND INFORMATION:

Description:

The subject properties are approximately 3.7104 acres in total and located at the northwest corner of Limmer Loop and Ed Schmidt Blvd. The proposal is to rezone the subject tracts from Single-Family Residential (SF-1) to General Commercial (B-2), in conformance with the Future Land Use Map.

Owner: Linda Wahrmund (Applicant - Nick Sandlin)

Developer: Sandlin Services

Current Zoning: Single-Family Residential (SF-1)

Proposed Zoning: General Commercial (B-2)

Surrounding Zoning:

North: Wilco Ranch Subdivision – Zoned Single-Family Residential (SF-1)

East: Ed Schmidt Blvd ROW and ETJ (Development Agreement)

South: Existing church, Hutto water tower – Zoned Single-Family Residential (SF-1);

gas station (currently under construction) - Zoned General Commercial (B-2)

West: ETJ (Part of this project, applicant requested voluntary annexation as B-2)

Summary of Request:

The proposed rezoning conforms to the Future Land Use Map designation of commercial for the properties requested. General Commercial (B-2) allows for a myriad of retail, office, and business/personal services. The Unified Development Code (UDC) states B-2 property should be grouped together at intersections and discourages the incremental creation of strip commercial districts. This request is part of a larger development proposal in which an additional 8.448 acres will be voluntarily annexed and zoned to B-2 during the annexation process.

Public Notice

Staff placed public hearing signs on the property, all of which are still visible at the time of writing this staff report. In addition, all property owners within 600 feet have been notified by mail of the proposed zoning change. Notice was published in the Taylor Daily Press. Notice has also been posted on the City of Hutto website.

At this time, there have been no responses to the zoning change request.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

The request conforms to the Future Land Use Map.

RECOMMENDATION:

Staff finds that the proposed zoning change meets the intent of all provisions for Zoning Change Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that the Council approve the ordinance and dispense with the second reading.

ORDINANCE NO. O-2020-020

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 3.710 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS THE WAHRMUND-DUGGER TRACTS 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 July, 2020, and;

WHEREAS, on the 16th day of July, 2020, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

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

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

SECTION I.

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

1) Consistency (or lack thereof) with the Comprehensive Plan; and
2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and
3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment; and
4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and
5) Availability of water, wastewater and stormwater facilities suitable and adequate for the proposed use.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in the Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter to now be designated as B-2 (General Commercial) Zoning District.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **16th** day of **July, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

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

READ, PASSED and **ADOPTED** on first reading of ordinance this **16th** day of **July, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

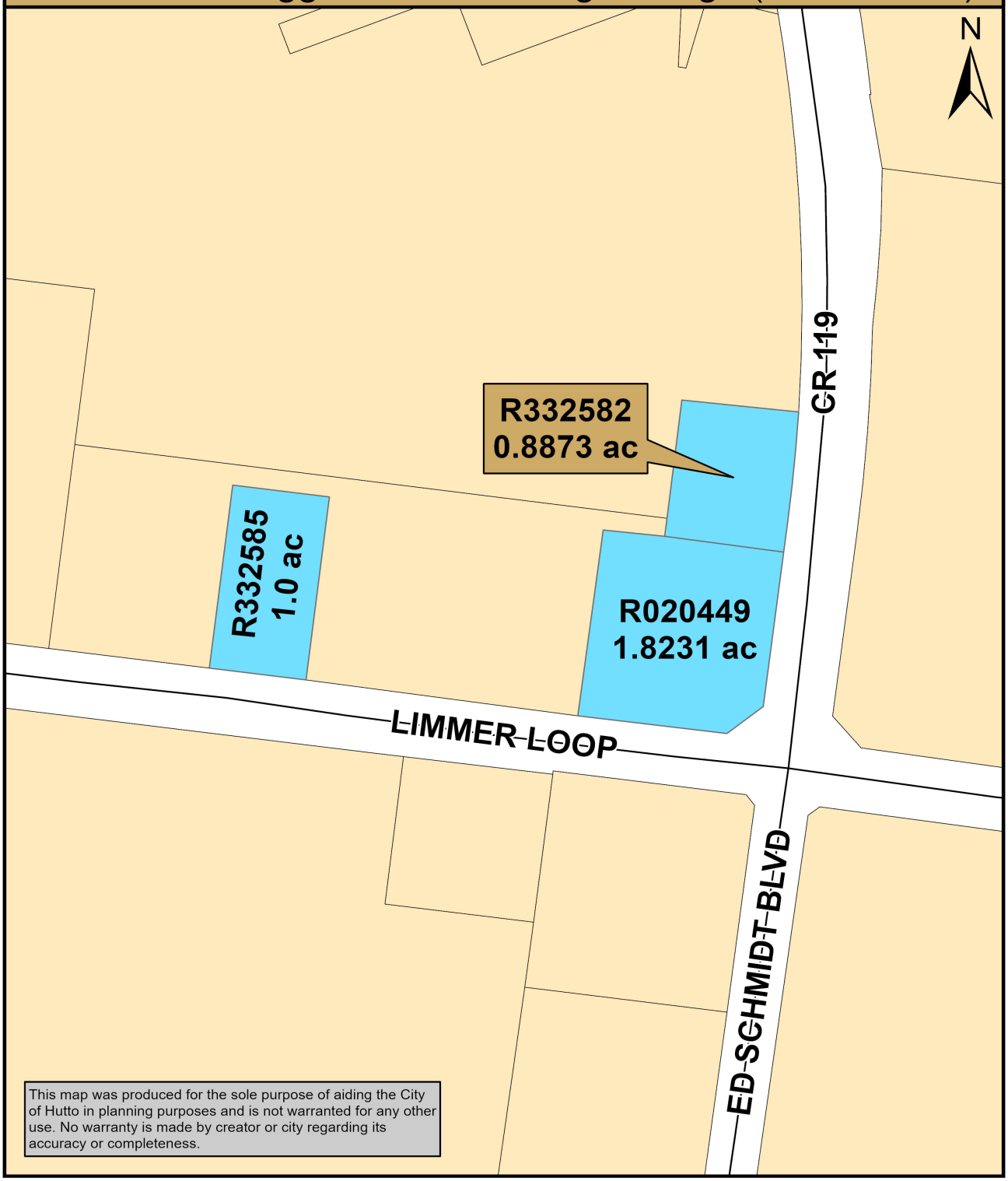
THE CITY OF HUTTO, TEXAS

_____
Doug Gaul, Mayor

Attest:

_____
City Secretary

Wahrmund/Dugger Tracts Zoning Change (3.710 acres)



Map Document: (K:\Site_Location_Maps\2020_Site_Location _Maps\Wahrmund_Dugger_Tracts_Zoning_Change.mxd)

6/15/2020 -- 4:47:14 PM

CITY OF HUTTO

0 100 200 400
Feet

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

June 8, 2020

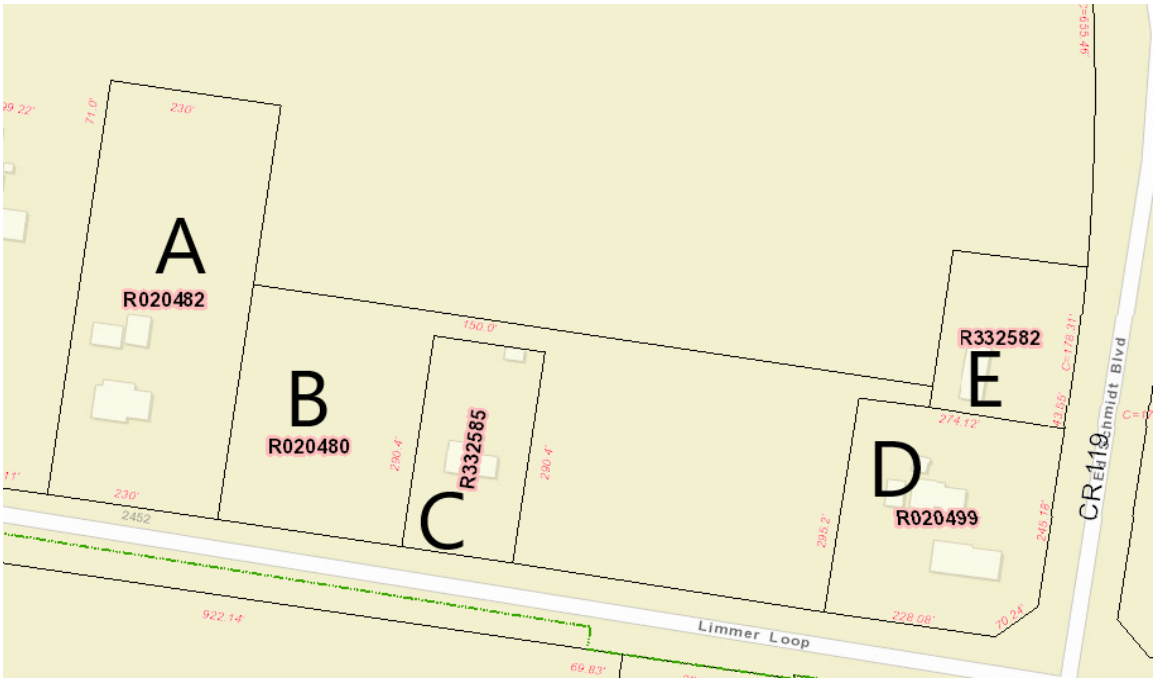
City of Hutto Planning Department
500 W. Live Oak St.
Hutto, TX 78634

NW Limmer and ES Zoning Subject Tracts

Review Team,

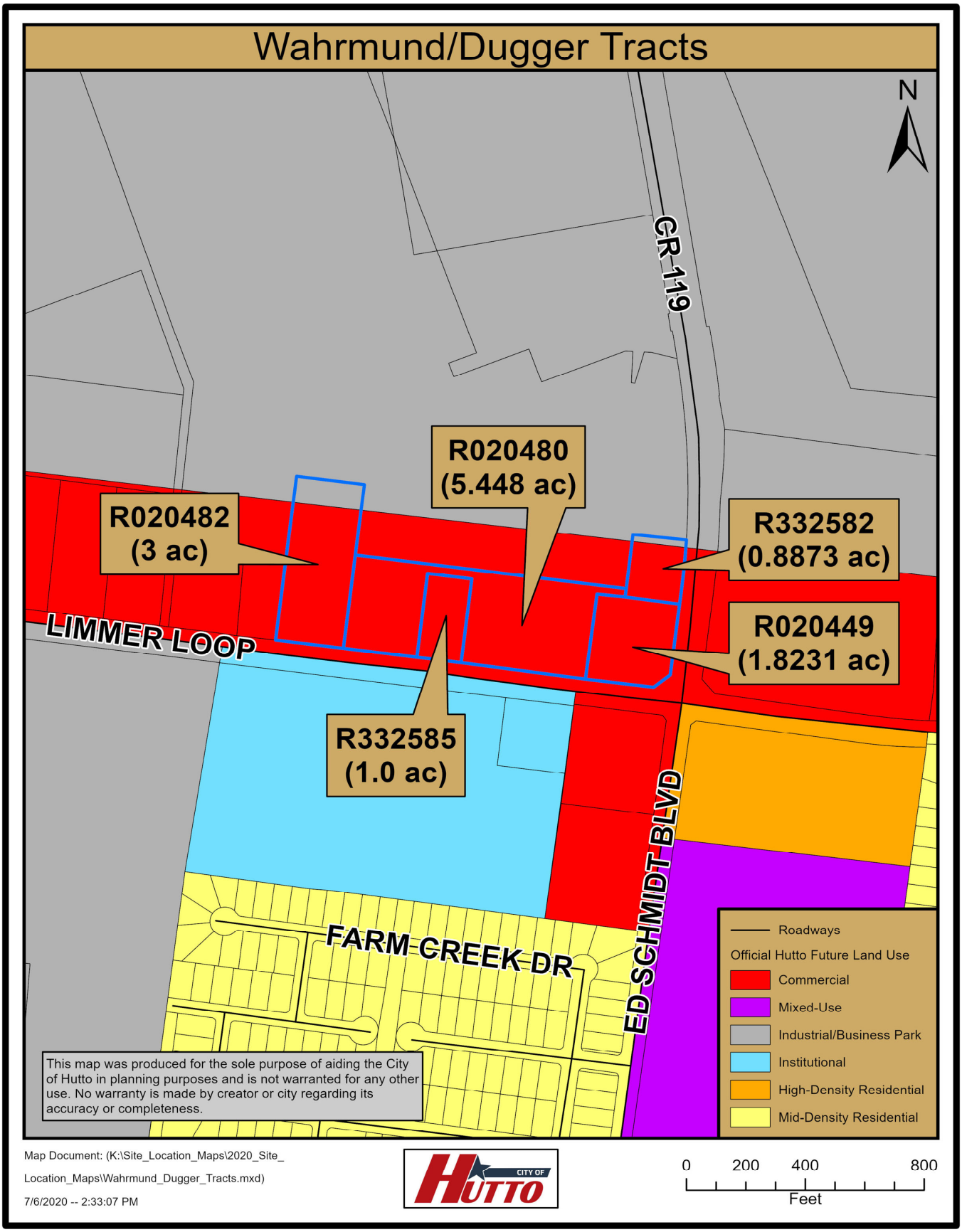
Below are the subject tracts "R020482, R020480, R332585, R020499 & R332582" and description exhibits. Please feel free to contact me with any questions.

SUBJECT TRACTS LEGEND: TRACT A, B, C, D, E.
ALL TRACTS TO BE ZONED GENERAL COMMERCIAL B-2 PER RELATED ZONING CASE



Sincerely,

Nick Sandlin, P.E.
President & Principal
TBPELS Firm# 21356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Mixed-Use
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Institutional
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Mid-Density Residential
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.
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ORDINANCE NO. O-2020-018

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS APPROVING THE COMMUNITY DEVELOPMENT CORPORATION BUDGET AMENDMENT AND EXPENDITURE APPROVED BY THE COMMUNITY DEVELOPMENT CORPORATION BOARD OF DIRECTORS IN THE AMOUNT OF $300,000 TO FUND PROJECT ADMINISTRATION AND LOANS MADE AVAILABLE THROUGH THE SMALL BUSINESS LOAN AND DISASTER RELIEF PROJECT AND $50,000 TO FUND GENERAL COUNSEL LEGAL SERVICES TO THE CORPORATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds the City of Hutto is the authorizing unit of the Community Development Corporation and holds the statutory authority to approve all appropriations and expenditures of the Corporation, and

WHEREAS, the City Council finds that in 2019 the Board of Directors with City Council approval established a small business loan project; and

WHEREAS, the City Council finds that due to its popularity and its ability to meet local needs, the initial small business loan project exhausted its appropriated and approved funding; and

WHEREAS, the City Council finds that in 2020 the Board of Directors approved appropriating $300,000 of additional funding for the project; and

WHEREAS, the City Council finds that at the time the additional funding was initially presented to the City Council for approval, the City's legal counsel identified irregularities in the way the initial project was established; and

WHEREAS, the City Council finds that the Board of Directors have set aside the initial project and redeveloped a new substitute project titled the Small Business Loan and Disaster Relief Project; and

WHEREAS, the City Council finds that all applicable public hearings and public approvals have been or will be completed prior to the expenditure of funds appropriated herein; and

WHEREAS, the City Council finds that in accordance with the City Attorney's recommendation and further, to avoid irregularities in the Corporation's projects, the Board has engaged it's own General Counsel to provide legal services to the Board to ensure properly established projects for the Board; and

WHEREAS, the City Council finds that the Board of Directors engaged General Counsel effective May 26, 2020 and has a legal obligation to pay for such legal services in the course of doing business for the rest of the budget year which will greatly exceed the currently budgeted about for such services.

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

SECTION I

That the appropriations for the fiscal year October 1, 2019 through September 30, 2020 for the support of the Community Development Corporation be fixed and determined for said terms in accordance with the expenditures shown in the CDC's 2020 fiscal year budget.

SECTION II

That the budget is hereby approved in all respects and adopted as the City's budget for the fiscal year October 1, 2019 through September 30, 2020.

SECTION III. 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 the law.

SECTION IV. 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 V. Repealing Clause

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

SECTION VI. 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 VII.

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

READ and APPROVED on first reading on this the 2nd of July 2020, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ and APPROVED and ADOPTED on second and final reading this 16th day of July 2020, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

_____

Doug Gaul, Mayor

ATTEST:

_____

Holly Nagy, City Secretary

HUTTO COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. **R-2020-043-A**

A RESOLUTION OF THE HUTTO COMMUNITY DEVELOPMENT CORPORATION ESTABLISHING A SMALL BUSINESS LOAN AND DISASTER RELIEF PROJECT TO PROMOTE NEW AND EXPANDED BUSINESS DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas is a Texas municipality with a population of 20,000 or less based on the last decennial census that has been operating under a home-rule charter since February 2004; and

WHEREAS, the Hutto Community Development Corporation (the "CDC") is a Type B Economic Development Corporation formed under Texas Local Government Code Chapter 505 and is authorized to provide land, building, equipment, facilities, expenditures and improvements found by its board of directors to promote new or expanded business development within the city boundaries, provided that, for projects which require an expenditure of more than $10,000, the City Council adopts a resolution authorizing the project pursuant to Texas Local Government Code Section 505.158; and

WHEREAS, the Board of Directors find Texas Local Government Code, Section 505.158 provides for projects related to business development in certain small municipalities with a population of 20,000 or less; and

WHEREAS, the Board of Directors find Texas Government Code, Section 311.005 provides that population means the population shown by the most recent federal decennial census; and

WHEREAS, the Board of Directors find the U.S. Census for 2010 determined the population of the City to be 14,698; and

WHEREAS, the Board of Directors find the current state of disaster has led to widespread disruption of the Central Texas economy and led to an unexpected decrease in revenue for many local businesses.

WHEREAS, the Board of Directors find the CDC has determined that providing a "Small Business Loan and Disaster Relief Program" (attached as Exhibit A hereto and incorporated herein as if recited verbatim) to local small businesses will promote new or expand existing business development and create or retain jobs in the City of Hutto, Texas; and

WHEREAS, the Board of Directors find the CDC maintains contracts for the administration of its initial small business loan program by entering into a professional service agreement with CEN-TEX CDC dba BCL of Texas, a Texas non-profit corporation, to assist with the program administration; and

WHEREAS, the Board of Directors find the City of Hutto, Texas has determined that providing loans under modified terms during the period of a disaster as disaster relief grants to local small businesses will promote new or expanded business development and retain jobs in the City of Hutto, Texas during any state of disaster declared by the Governor of the State of Texas, Williamson County or the City of Hutto, Texas; and

WHEREAS, the Board of Directors find the CDC approved, subject to City Council approval, an appropriation of $300,000 from its reserves to fund the Small Business Loan and Disaster Relief Project to assist small businesses within the City of Hutto, Texas; and

WHEREAS, the Board of Directors find allocating this additional appropriation towards the Small Business Loan and Disaster Relief Project will promote and develop new and expanding business enterprises, help in the creation and retention of jobs in the City of Hutto, Texas, improve the community and is an authorized project as provided by Texas Local Government Code §505.159; and

WHEREAS, the Board of Directors find the CDC conducted the required Public Hearing for this project on June 15, 2020; therefore, the earliest funds may be expended is August 14, 2020.

WHEREAS, the Board of Directors find the above-referenced action authorized by this Resolution is in furtherance of the public interest, is for the good of the community and is necessary and proper and within the authority granted by law to the City of Hutto, Texas and the CDC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Hutto Community Development Corporation that:

I.

The statements set forth in the recitals of this Resolution are true and correct, and the CDC hereby incorporates such recitals as a part of this Resolution.

II.

The Small Business Loan and Disaster Relief Project is approved as described herein.

III.

This Resolution shall be and is hereby cumulative of all other resolutions of the CDC and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

IV.

If any section, subsection, sentence, clause, or phrase of this resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

V.

This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the Board of Directors; however, this project is conditional on the approval and adoption of a Resolution approving this Project by the City Council of the City of Hutto, Texas after two readings.

PASSED AND ADOPTED by the Board of Directors of the Hutto Community Development Corporation on this 16 day of June 2020.

APPROVED

Steven R. Harris, Chairman

ATTEST:

Daniel Thornton, Secretary

Exhibit "A"
SMALL BUSINESS LOAN AND DISASTER RELIEF PROJECT

Eligibility & Loan Program Administration

The Dallas Federal Reserve, 2018 Texas Small Business Survey reports that access to funds, collateral and other financial constraints are the top challenges faced by small businesses. The City of Hutto was experiencing rapid growth prior to the unexpected economic slowdown caused by the current state of disaster. Small businesses in Hutto contribute to the local economy through job creation, job retention, sales taxes, and local property taxes. The small businesses in Hutto create the quality of life that we enjoy. The creation of a Small Business and Disaster Relief Loan Program ("SBDRLP") will support the growth of Hutto's small business community.

The SBDRLP was established after a similar project with an initial funding of two hundred fifty thousand dollars ($250,000) and approved and exhausted. This new Project, with City Council approval will be funded by an additional contribution from the Hutto CDC in the amount of three hundred thousand dollars ($300,000). Loans of up to fifty thousand dollars ($50,000) will be made to qualifying local small businesses on a "first-come-first-serve" basis.

Purposes:

To provide financial assistance in the form of loans to businesses in Hutto that will:

1. Assist in the economic development of Hutto;
2. Stimulate private investment within the City;
3. Encourage and facilitate in the remodeling and restoration of historically significant structures within the area;
4. Provide capital for established growth businesses and their sustainability in times of disaster; and
5. Job creation and retention.

Borrower Guidelines, Eligibility and Requirements:

- Business borrowers may seek loans up to fifty thousand dollars ($50,000).
- Borrowers must be creditworthy. A credit report will be pulled on each business owner.
- Borrowers must demonstrate management experience in the business industry.
- Projects are economically visible.
- Projects are consistent with the above-stated purpose.
- Funds requested may be leveraged with other sources, *i.e.*, borrower's equity, other senior debt, etc.
- Business must demonstrate cash flow and ability to repay the loan.
- Business must be located within the City of Hutto, Texas city limits.
- The business must contribute ten percent (10%) of the amount being requested.
- Each owner will be required to personally guarantee the loan.
- Collateral shall be required to secure the loan. Collateral offered must be equal to or greater than the loan requested. *Note*: Collateral is often discounted.
- All costs associated with the business loan are detailed with estimates and/or quotes supporting the project cost breakdown.

- Loan terms address each project's needs. The interest rate will be fixed at the U.S. WSJ (Wall Street Journal) Prime -1% and will set at the time of closing.
- Loans may be amortized with flexible payment features up to five (5) years.
- Business and personal guarantees of individuals with twenty percent (20%) or more ownership are required.
- All applicants must file a one hundred dollar ($100) non-refundable application fee with the application.
- Ineligible businesses include bars, liquor stores, dance halls, massage parlors, tanning/nail salons.
- The borrower must meet U.S. Small Business Loan Size Standards.
- Loans for personal use are **NOT** eligible.
- A loan committee appointed by the Hutto Community Development Corporation will review loan applications for action. Loan approvals are based upon borrower credit, collateral offered, and the business's ability to repay the loan, number of new jobs created, and other lending criteria.
- Businesses can seek a second loan, but the first loan must be seasoned (three (3) year's minimum positive payment history).
- Loan prepayments are allowed without any penalty.
- All approved borrowers will sign a legal loan agreement and promissory note. Full repayment is expected. This is a loan **NOT** a grant.

DISASTER RELIEF will apply and assist small businesses within the City of Hutto during a "State of Disaster" declared by the Governor of the State of Texas, to assist paying for business and payroll expenses during a declared state of disaster. Loans up to $25,000 will be made to qualifying local small businesses on a first-come, first-serve basis.

In order to qualify for a Disaster Relief loan, local small businesses must meet the following criteria:

- Physical and publicly accessible location within the City of Hutto city limits (no home-based businesses);
- Experienced or projected to experience a decline in revenue during the declared state of disaster;
- Experienced or projected to experience a decline in employment as a result of the declared state of disaster;
- In good standing with the City of Hutto regarding licensing and finance, including being current on sales and use tax payments;
- Registered with the Texas Comptroller's Office as a sales tax-revenue-generating business for the City of Hutto;
- Have less than five million dollars ($5,000,000) in annual gross revenue;
- Engaged in activities that are legal under local and state law;
- Applied for a federal disaster assistance loan; and
- Complete and submit a disaster loan application available from the City Secretary.
- The interest rate will be fixed at 1% per year, with deferred payment for first 90 days.

The following businesses are ineligible for the Disaster Relief Program:

- national chains and franchises;
- regional businesses with more than five (5) Texas locations; or

- home-based businesses.

Third-Party Loan Processing, Loan Closing, Loan Servicing, Portfolio Management, Reporting

The Hutto Community Development Corporation proposes to outsource the SBDRLP loan underwriting. Loan deployment and loan fund administration to a third-party experienced in the administration of small business revolving loan funds. By engaging a third-party underwriter and loan fund administrator, all borrower information is confidential and not subject to the Texas Public Information Act. The third-party administrator shall:

- Serve as the lending staff for the SBDRLP;
- Consult with potential loan customers – finalize the sources & uses of funds;
- Prepare loan structure and conduit loan underwriter;
- Underwrite all loans (pull credit reports, evaluate historical financials, assess collateral values, repayment ability and recommend action);
- Present to SBDRLP loan committee (record loan approval actions);
- Prepare & execute loan documents;
- Conduct loan closings;
- Disburse Loan Funds;
- File Uniform Commercial Code (UCC) liens;
- File Deeds of Trust;
- Set-up accounts for bank draft payments;
- Service the loan portfolio (monthly ACH draft & monitor payment collections);
- Counsel with borrower as changes arise and monitor business management & collateral;
- Provide borrower with technical assistance for the life of the loan;
- Develop loan workout plans (complex servicing);
- Maintain permanent loan files;
- Mails annual 1098 (interest paid for the year statements); and,
- Maintains monthly SBDRLP customer payment reports, use of funds, loan pool recovery and balances, etc.

CDC Budget for FY 2019-2020

Adopted

	Original Budget	Budget Amendment #1	New budget
Revenue			
Sales Tax	1,367,325.00		1,367,325.00
Interest & Other	12,500.00		12,500.00
	1,379,825.00		1,379,825.00
EXPENSES			-
Personnel & Benefits	132,837.00	-	132,837.00
Community Relations	-		-
Administrative Costs	1,000.00		1,000.00
Business Program Administrative Costs	18,000.00		18,000.00
Postage	250.00		250.00
Marketing	30,000.00		30,000.00
Professional Expenses			-
Audit	3,600.00		3,600.00
Legal	5,000.00	50,000.00	55,000.00
Reimbursement from External Staffing	80,029.00		80,029.00
Appraisal Services	-		-
Training/Conferences	15,000.00		15,000.00
Membership Dues	12,000.00		12,000.00
Other	-		-
INCENTIVE PROGRAMS			-
Williamson County Higher Education Payment	125,000.00		125,000.00
Co-op District *(funds to be paid to PID Bonds) Flix*			
Southside BBQ			
Others			
AEND	25,000.00		25,000.00
JRS	25,000.00		25,000.00
Projects/Incentives	100,000.00	(100,000.00)	-
Small Business Incentive Program	150,000.00	400,000.00	550,000.00
Total Expenditures	722,716.00		1,072,716.00

Revenues over expenditures	657,109.00	307,109.00
OTHER FINANCING SOURCES AND USES		(544,994.00)
Bond Revenues		
Debt Service Payment	(544,994.00)	
Total Other Financing Sources (Uses)	(544,994.00)	(544,994.00)
Net Income	112,115.00	(237,885.00)
Beginning Fund Balance	743,148.00	1,042,848.00
Ending Fund Balance	855,263.00	804,963.00

HUTTO ECONOMIC DEVELOPMENT CORPORATION

BALANCE SHEET

As of June 30, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Checking - FSB	27,041.24
Restricted for debt service	359,797.23
TexPool Operating Account	1,399,904.84
Total Bank Accounts	**$1,786,743.31**
Accounts Receivable	
11000 Accounts Receivable	0.00
Total Accounts Receivable	**$0.00**
Other Current Assets	
Employee Receivable	0.00
Other Assets	0.00
Sales Tax Receivable	0.00
Total Other Current Assets	**$0.00**
Total Current Assets	**$1,786,743.31**
Other Assets	
Land	0.00
Total Other Assets	**$0.00**
TOTAL ASSETS	**$1,786,743.31**

HUTTO ECONOMIC DEVELOPMENT CORPORATION

BALANCE SHEET

As of June 30, 2020

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	0.00
Total Accounts Payable	**$0.00**
Credit Cards	
2500 Chase Credit Card	0.00
Wells Fargo	0.00
Total Credit Cards	**$0.00**
Other Current Liabilities	
2100 Payroll Liabilities	34.77
2101 941	0.00
Cigna-Basic Life & AD&D	97.92
Cigna-LTD	289.34
Cigna-STD	217.58
Disabliity	546.54
Federal Taxes (941/944)	0.00
Federal Unemployment (940)	55.55
ICMA	50.00
Life Insurance	203.10
MetLife	545.36
TMRS	46,455.91
TX Unemployment Tax	145.17
UHC	8,364.76
Unum	116.23
Vision Insurance	0.00
Voluntary Life	216.25
Total 2100 Payroll Liabilities	**57,338.48**
2110 Direct Deposit Liabilities	0.00
Direct Deposit Payable	0.00
Total Other Current Liabilities	**$57,338.48**
Total Current Liabilities	**$57,338.48**
Total Liabilities	**$57,338.48**
Equity	
3000 Opening Bal Equity	300,296.87
3900 Retained Earnings	843,476.38
Net Income	585,631.58
Total Equity	**$1,729,404.83**
TOTAL LIABILITIES AND EQUITY	**$1,786,743.31**

HUTTO ECONOMIC DEVELOPMENT CORPORATION

PROFIT AND LOSS

October 2019 - June 2020

	TOTAL
Income	
4A Sales Tax Allocation	0.00
4B Sales Tax Allocation	1,222,595.35
Net Investment TexPool	11,130.99
Services	18,700.00
Total Income	**$1,252,426.34**
GROSS PROFIT	**$1,252,426.34**
Expenses	
6560 Human Resources	
FICA/Medicare	1,644.84
Health and Life Insurance	
Health Care Benefit	1,877.59
Total Health and Life Insurance	**1,877.59**
Professional Development & Dues	1,287.50
Membership Dues	2,500.00
TEDC	875.00
Total Professional Development & Dues	**4,662.50**
Regular Full Time	22,059.19
Retirement Plan	
TMRS - Employer	2,688.37
Total Retirement Plan	**2,688.37**
Total 6560 Human Resources	**32,932.49**
6800 Interest Paid	185,197.23
Administration	
Community Relations	1,075.00
Finance Costs	15.00
Office Operations & Supplies	
Banking Fees	37.00
Mileage & Meals	
Meals	171.50
Total Mileage & Meals	**171.50**
Total Office Operations & Supplies	**208.50**
Total Administration	**1,298.50**
Payroll Expenses	
Company Contributions	
Health Insurance	3,959.82
Retirement	9,432.88
Total Company Contributions	**13,392.70**
Taxes	6,213.13

HUTTO ECONOMIC DEVELOPMENT CORPORATION

PROFIT AND LOSS

October 2019 - June 2020

	TOTAL
Wages	77,286.80
Total Payroll Expenses	**96,892.63**
Projects	
Incentives	791.96
Small Business Loan Program	200,000.00
Targeted Infrastructure	143,772.00
Total Projects	**344,563.96**
Travel	5,909.95
Total Expenses	**$666,794.76**
NET OPERATING INCOME	**$585,631.58**
NET INCOME	**$585,631.58**

ORDINANCE NO. O-2020-016

AN ORDINANCE AMENDING CHAPTER 2: ADMINISTRATION AND PERSONNEL, OF THE CITY OF HUTTO'S CODE OF ORDINANCES, TO AMEND ARTICLE 2.04 POLICE, SECTION 2.04.002 POLICE DEPARTMENT TO BE IN COMPLIANCE WITH THE CHARTER; AND PROVIDING FOR EFFECTIVE DATE, PUBLICATION, SEVERABILITY, REPEAL, OPEN MEETINGS CLAUSE AND ENACTMENT.

WHEREAS, the City has determined that Section 2.04.002 Police Department is in direct conflict with the City's Charter; and

WHEREAS, the City has determined that the ordinance is no longer effective and should be amended; and

WHEREAS, the City Council of the City of Hutto, Texas, finds it to be in the best interest of the public safety, health and general welfare of the City to amend Section 2.04.002.

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

SECTION I.

The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION II.

That Section 2.04.002, Police Department, of the Code of Ordinances of the City of Hutto, is hereby amended so to read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined and italicized text shall be inserted into the Code and any bracketed and struck-through text shall be deleted from the Code, as stated on *Attachment "A"*.

SECTION III. 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 IV. 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 V. Repealing Clause

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

SECTION VI. Open Meetings 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 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VII. Effective Date

This ordinance shall take effect and be in force from and after the date of the second publication of the ordinance in the official newspaper of the City of Hutto.

City Charter Sec. 3.13, Ordinances in General, the requirements for reading on two separate days was dispensed with by affirmative vote of all the City Council members present. Motion made by _____ to dispense with second reading. Motion seconded by _____. (Record the vote)

Adopted by the City Council for the City of Hutto, Texas, on first reading on the 16th day of July, 2020.

THE CITY OF HUTTO, TEXAS

By:_____
Doug Gaul, Mayor

By: _____
Holly Nagy, City Secretary

(SEAL)

Attachment "A"

CITY OF HUTTO CODE OF ORDINANCES
CHAPTER 2 – ADMINISTRATION AND PERSONNEL
ARTICLE 2.04 POLICE

Sec. 2.04.002 Police department

(a) Established. Pursuant to title 11, chapter 341, section 341.00[~~1~~]*3*, of the Local Government Code, there is hereby created and established a municipal police department for the city.

(b) Composition. The municipal police department of the city shall consist of one (1) chief of police and such additional police officers as the city council may [~~from time to time deem necessary and proper~~] *provide by ordinance upon recommendation of the city manager*.

(c) Chief of police. The position of chief of police is hereby declared to be an appointive office of the city, and such office shall be filled by the city [~~council~~] *manager*. The chief of police shall hold his office at [~~the~~] will [~~and pleasure of the city council~~] and shall receive such compensation as the city council [~~may from time to time determine by resolution~~] *shall determine in the adopted or amended budget*. The chief of police shall be the chief police officer of the city and, as such, shall have responsibility of the administration of the department*, to include hiring, firing,* and supervisi[~~on~~]*ng* [~~over~~] the other members of the police department*, subject to the supervision of the city manager, and* pursuant to such policies, procedures and guidelines as may be established from time to time by [~~resolution of~~] the city council.

[~~(d) Appointment of police officers. The chief of police may appoint such number of subordinate police officers as may be authorized by resolution of the city council. The appointment of subordinate police officers shall be subject to confirmation by the city council and such employment policies, procedures and guidelines as may be prescribed by it. All police officers subordinate to the chief of police shall serve at the will and pleasure of the city council or the chief of police subject to confirmation by the city council as set forth above~~.]

[~~(e)~~] *(d)* Qualifications. The chief of police and each member of the police department shall qualify for employment as peace officers under the rules and regulations set forth by the commission on law enforcement officer standards and education pursuant to chapter 1701 of the Occupations Code and such other qualifications as may be prescribed by the city council that are not in conflict with said statute.

[~~(f)~~] *(e)* Oath. The chief of police and all members of the police department shall take and subscribe to the official oath prescribed for such office*. The chief of police* [~~and~~] shall be the subject of a surety bond for the faithful performance of their duties payable by and to the city, in such sum as the city council may, from time to time, determine by resolution.

[~~(g)~~] *(f)* Commission. After taking and subscribing to the oath of office and securing a bond as set forth above, a commission confirming such appointment shall be issued by the mayor to the appointee in the following form:

CITY OF HUTTO, TEXAS

COMMISSION

I, _____, Mayor of the City of Hutto, Texas, upon authority of the city council of the said city do hereby certify the appointment of the said (NAME), (OFFICE), in and for said city, with all the rights, privileges, and duties of a peace officer conferred by the laws of the State of Texas and the ordinances of said city.

Done at Hutto, Texas, this the _____ day of _____, 20___.

_____

Mayor, City of Hutto, Texas

ATTEST:

_____

City Secretary

(h) Certification of appointment. The appointment of a chief of police [~~or of any police officer~~] shall be made and entered in the minutes of the city council at any regular or special meeting of said council, and the commission issued to said chief of police [~~or police officer~~] shall become effective after the same has been signed by the mayor and such appointment has been entered in the minutes.

(i) Badge. An official badge[~~, as may be designated by the city council,~~] shall be issued to each member of the police department identifying the chief of police and each patrol officer as a member of said department.

(j) Powers and duties. The chief of police shall, in person or by a designated police officer, attend upon the municipal court while in session and shall promptly and faithfully execute writs and process issued from said court. For the purpose of executing all writs and process issued from the municipal court, the jurisdiction of each police officer shall extend to the boundaries of the county in which the municipal court is situated. The chief of police and each police officer shall have like power with the sheriff of the county to execute warrants; they shall be active in calming riots, disorder and disturbances of the peace within the city limits and shall take into custody all persons so offending against the peace of the city; and the chief of police shall have authority to take suitable and sufficient bail for the appearance before the municipal court of any person charged with an offense against the ordinances or laws of the city. It shall be the duty of the chief of police and each police officer to arrest, without warrant, all violators of the public peace and all who obstruct or interfere in the execution of the duties of their office or who shall be guilty of any disorderly conduct or disturbance whatever, and to prevent a breach of the peace or preserve quiet and good order; further, the chief of police shall have authority to close any theater, ballroom or

other public place or building of public resort. In the prevention and suppression of crime and arrest of offenders, the chief of police and each police officer shall have, possess and execute like power, authority and jurisdiction as the sheriff. They shall perform such other duties and possess such other powers and authority as the city council may by ordinance require and confer, not inconsistent with the constitution and laws of the state.

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ORDINANCE NO. O-2020-021

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE CITY OF HUTTO CODE OF ORDINACES CHAPTER 2-ADMINISTRATION AND PERSONNEL-ARTICLE 2.02 BOARDS, COMMISSIONS AND AUTHORITIES TO ADD DIVISON 8- SECTION 2.02.187: ESTABLISHING A DIVERSITY AND INCLUSION COMMISSION; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE AND REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto acknowledges that the history of discrimination in the United States of America continues to affect the privilege and/or lack of opportunity for people in the City; and

WHEREAS, the City of Hutto acknowledges that equity occurs when differences such as race, ethnicity, religion, gender, economic status, sexual orientation/gender identification, veteran status, marital status, language, age, disability, etc. do not determine a person's economic, social, or political access; and

WHEREAS, the City of Hutto now holds a majority-minority status, i.e., no racial or ethnic groups comprises a majority of the City's population; and

WHEREAS, the City of Hutto is committed to recognizing and undoing discrimination of any type; and

WHEREAS, low-income communities in the City of Hutto are disproportionately communities of color; and

WHEREAS, providing opportunities for the City and residents to engage, participate and support their community through unified and collaborative activities, programs, and collective citizen engagement, culturally diverse programs, business services, trades and entertainment is valued; and

WHEREAS, all members of the Hutto community offer distinct perspectives, e.g., life experiences, cultural backgrounds, ideas, and interpretations, that foster creativity, innovation, and economic growth; and

WHEREAS, the City of Hutto will benefit from the identification of potential inequities in City services, programs, human resource practices, and decision-making processes; and from encouraging and empowering multicultural appreciation on the City; and

WHEREAS, the City of Hutto will benefit from establishing a Commission of diverse residents to address inequities that impact quality of life for identifiable communities in the City, e.g., race, ethnicity, religion, gender, economic status, sexual orientation/gender identification,

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veteran status, marital status, language, age, disability, etc., as well as low-income communities in the City with regards to resource allocation, representation, health outcomes, and other disparities; and

WHEREAS, the City Council of the City of Hutto now finds it appropriate to amend the City of Hutto Code of Ordinances Chapter 2 Administration and Personnel Article 2.02 Boards Commissions, and Authorities to add Division 8 establishing a Diversity and Inclusion Commission.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

Section 2. Amendment to Municipal Code of Ordinances. The Code of Ordinances of the City of Hutto, Texas, is hereby amended by amending **Chapter 2 Administration and Personnel and adding Division 8- Diversity and Inclusion Commission. (Departments, Boards and Commissions), Section 31.60 Equity Commission** as follows:

§ 2.02.187 DIVERSITY AND INCLUSION COMMISSION.

§ 2.02.188 SHORT TITLE.

This subchapter shall be known, and may be cited, as the Diversity and Inclusion Commission Ordinance of the City of Hutto, Texas.

§ 2.02.189 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMISSION. The Diversity and Inclusion Commission of the city.

CITY. The City of Hutto.

§ 2.02.190 CREATION; MEMBERSHIP REQUIREMENTS.

(A) Creation. There is hereby created the Diversity and Inclusion Commission of the City.

(B) Membership.

1. All Commission members shall be appointed by the City Council and shall serve without compensation.
2. The Commission shall be composed of seven members to serve three-year terms.
3. Each candidate for appointment as a member of the Diversity and Inclusion Commission shall be a registered voter of the city who has resided within the corporate city limits, or within territory annexed prior to the appointment, for at least twelve months preceding

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the appointment. The Diversity and Inclusion Commission shall, to the extent possible, be broadly representative of economic status, race, color, religion, gender, national origin, ancestry, marital status, physical or mental disability, sexual orientation and gender identity.

4. Commission members shall serve without compensation and shall not be employed by or hold any other position in city government. In addition to any other requirements prescribed by the City Council, members shall maintain the qualifications established by this section while in office.
5. Members of the Commission shall be limited to three consecutive full terms in office. A person who has served three consecutive full terms as a regular member may not again hold the same office until at least one term out of office has passed.
6. The term of office of Commission members is three years and shall commence on the last day of July. Initial appointments for establishment of the Commission shall be staggered and with partial terms, with three (3) members appointed with terms ending June 30, 2023 and four (4) members appointed with terms ending June 30, 2024.

§ 2.02.191 ORGANIZATION.

(A) Officers. The Commission shall elect from its members, at the first meeting of the Commission held on or after January 1 of each year, a chairman and a vice-chair, and may elect a secretary. Such officers shall hold office for terms of one year, or until their successors take office.

(B) The Commission shall establish rules of procedure consistent with city ordinances, resolutions, and regulations.

§ 2.02.192 DISMISSAL FROM COMMISSION.

(A) Commission members shall actively participate in the Commission's activities, and any member who is absent for three consecutive regular meetings of the Commission without valid excuse, as determined by the Commission, or moves one's residence outside the city limits, shall automatically be dismissed from membership.

(B) No member of the Commission shall remain in his/her position after being elected or appointed to city, county or state board or office.

§ 2.02.193 COMMISSION MEETINGS.

(A) The Commission shall hold at least one regular meeting each quarter and shall fix regular meeting dates at a regular meeting place. Special meetings may be called as necessary. A majority of the Commission members serving shall constitute a quorum to do business.

(B) All meetings shall be held in accordance with the Texas Open Meeting Act (TEX. GOV'T CODE, §§551.001 et seq.), as it now exists, or as same may hereafter be amended or codified, to the extent of its applicability to the Commission.

(C) Every regular or special meeting of the Commission shall be open to the public, except as may be authorized by the Texas Open Meetings Act.

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§ 2.02.194 DUTIES OF THE COMMISSION.

(A) The Commission shall serve in an advisory capacity and render recommendations upon request of the City Council to include, without limitation, as follows.

(1) Create focused recommendations specific to Hutto related to equity and empowerment issues.
(2) Actively promote community awareness and education on the value of diversity.
(3) Promote equity on the basis of economic status, race, color, religion, gender, national origin, ancestry, marital status, lawful source of income, physical or mental disability, familial status, sexual orientation and gender identity.
(4) Develop recommendations for actions to strengthen policies, practices, services and programs.
(5) Create a culture and framework of community equity, diversity and inclusion awareness efforts, programs and activities that are available and accessible to all community members.

(B) The Commission shall provide upon request of the City Council coordination, collaboration, innovation and focus to development effective solutions to address equity and empowerment issues.

(C) The Commission shall provide an annual report to the City Council by January 31 of each year and may be required to provide additional reports upon request of the City Council.

Section 3. Repealer. This Ordinance shall be cumulative of all other ordinances of the City of Hutto, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Hutto except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Section 4. Severability. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

Section 5. Effective Date. That this Ordinance will become effective on its adoption and passage by the City Council in accordance with Section 3.13 of the City Charter.

PASSED AND APPROVED this _____ day of _____, 2020.

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CITY OF HUTTO, TEXAS

_____

By: Doug Gaul, Mayor

ATTEST:

_____

Holly Nagy, City Secretary

Date July 2, 2020
To: Mayor Doug Gaul
Interim City Manager Charles Daniels
HISD Superintendent Dr. Celina Estrada Thomas
Police Chief Paul Hall
Hutto Chamber of Commerce – Andrew Hargrove
From: The Black Families of Hutto Community Group

Re: Statement for Record and Action Request Regarding the Current Concerns and Needs of Black Lives in Hutto Texas

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To All Responsible Parties,

Black Families of Hutto is a community network of diverse Black families in Hutto. Our purpose is to create a cultural community in our town where we can socialize, support Black-owned businesses, identify community service opportunities, and build relationships to support our youth and adults.

We are submitting this statement to address the recent national and local events related to advocacy and protests responding to systemic problems regarding racism and police brutality that have been affecting Black Americans in this country.

We are deeply impacted by these issues as individuals and as a collective group and we would like to open a dialogue with the City of Hutto, Hutto Independent School District, and the Hutto Police Department to address the following:

- Our concerns as a Black Community
- What we envision a safe and productive Hutto community looks like for Black citizens
- What, if any, strategic plans and accountability procedures exist or will be developed to promote diversity and inclusion in our public entities and how our local officials are addressing racial disparity

Concerns as Black Citizens of Hutto

As members of the community we are disappointed that there has been no official address or statement to the entire community from the Mayor, City Manager, or the Hutto Police Department regarding Hutto's commitment to meeting needs and or hearing voices of the Black community to affirm our lives matter in Hutto.

As current national and international attention focuses on civil rights for Black Americans, we believe this should be a priority to assure all citizens that Hutto, as a community, understands the importance of addressing any disparity that may exist in our government systems.

Our Needs for a Safe and Inclusive Community for Black Citizens of Hutto

Diversity and inclusion should be reflected in every area of our Hutto community. Currently the population of Black citizens in Hutto is at 13% (US Census). As a racial minority, we would like for City entities to consider representation and inclusion of the Black citizens of Hutto in the following ways:

City of Hutto and City Government

- Foster an environment of inclusion through hosting community forums and discussions on how to represent diversity and have community dialogue on racial unity to improve our city landscape that may result in more participation of Black citizens running for elected positions and applying for special planning committees
- Commit to evaluating and focusing on a Quality of Life Disparity Study in efforts to improve the quality of life for Black citizens of Hutto which would reflect in employment opportunities, arts and entertainment, health care and awareness, and initiatives to attract businesses that cater to the needs of Black citizens
- Invest in community and cultural enrichment that represents Black citizens, and the Black history of Hutto. Vision: A multi-cultural enrichment center or venue named after notable Black Hutto citizens, such as Adam Orgain; that will provide arts and activities for all Hutto citizens young and old and serve as a revenue generating attraction to Hutto.
- Ensure opportunities exist for Black owned businesses to be equitably included in competitive contracts and procurements

Hutto Independent School District

- Commit to recruiting Black teachers and administrators, and other education professionals to foster inclusive and safe environments for Black students, parents, and the retainment of current Black district employees.
- Evaluate the potential harm to Black students of having a Police Department within the district and the direct or indirect link that it may have to connecting students to the School to Prison Pipeline
- Commit to collecting data and monitoring any disparity in how Black students are disciplined including the number of police interventions and if alternative interventions are offered such as restorative justice initiatives
- Commit to quality officer training to ensure officers know how to engage with parents and children in an education environment, including understanding child behavior and psychology and being trained on student information and privacy laws
- Offer opportunities for after school enrichment for Black students in need of academic intervention and or extracurricular enrichment, where they otherwise might be left out
- Receive input directly from Black parents regarding the level of satisfaction and safety they have with the district
- Evaluate the treatment of students at the River Horse Academy, specifically as it relates to accepted assumptions, behaviors, policies, and procedures that unfairly criminalizes all students and that may negatively impact student experience and success outcomes. Consider separating programs for students with behavioral referrals from students using the escalated completion program and consider campus administrators that can meet the needs of all students.
- Evaluate the needs of Black students and families and how they will be addressed regarding race disparity and racial trauma in current and future planning, including specifics for Covid-19 return-to-school strategies considering national data shows Blacks are disproportionately affected by the Coronavirus pandemic
- Create specific policies and procedures for investigating and responding to race related incidents and complaints against students or teachers in this racially charged national climate

Hutto Police Department

- Develop and implement true community policing and engagement opportunities to foster positive relationships with Black citizens and police
- Commit to recruiting and retaining Black officers to the Hutto Police force reflective of the percentage of Black citizens, at minimum
- Commit to quality officer training regarding racial diversity and disparity in policing and include a strategic approach to consider the safety of Black citizens during this racially charged national climate as a priority.
- Commit to being progressively transparent in addressing complaints of racial profiling

Hutto Chamber of Commerce

- Commit to recruiting Black-owned businesses to meet the business and consumer needs of Black Hutto citizens in a competitive manner
- Commit to creating opportunity within the Chamber to have Black business leaders champion how the Chamber can support the unique needs of Black businesses
- Evaluate how the Chamber might attract events and opportunities that would cater to Black citizens in the greater Hutto, Round Rock, Taylor, Austin area
- Consider systemic racial barriers that may exclude or discourage Black businesses from seeking membership in the Chamber

Action Request - Strategic Planning and Accountability

We are asking for the above concerns and needs to be addressed on a short-term and long-term basis in written strategic plans according to the following:

- The City of Hutto and the Mayor, the Hutto Police, and the Hutto Chamber of Commerce all provide us with written strategic plans by August 31, 2020
- HISD provide us with a summary of formative plans by August 1, 2020 and a full strategic plan by August 31, 2020

Intended Outcomes

Again, our goal is to be a voice for the Hutto Black community in seeking tangible, peaceful, proactive, and unified resolution during these times of world-wide protest of the treatment of Black people, and national protest of the systemic treatment of Black Americans.

We have confidence that this statement will prompt quick action and response from all parties addressed. We appreciate the preliminary responses to this collective statement in the previous meeting held on June 23, 2020 and would like an official confirmation as soon as possible on any intent to respond to our Action Request by the requested deadlines.

Thanks for hearing and responding to our voices.

Sincerely,

The 180 Members of the Black Families of Hutto

Onnesha Williams, Founder/Administrator
512-680-0421
Nakeenya Wilson, Founder/Administrator
512-660-1981

CITY OF HUTTO, TEXAS
RESOLUTION NO. R-2020-064

A RESOLUTION APPROVING A HUTTO COMMUNITY DEVELOPMENT CORPORATION SMALL BUSINESS AND DISASTER RELIEF PROJECT TO PROMOTE NEW AND EXPANDED BUSINESS DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds the City of Hutto is the authorizing unit of the Community Development Corporation and holds the statutory authority to approve projects of the Corporation; and

WHEREAS, the City Council finds the Hutto Community Development Corporation has established a Board of Director's approved Small Business Loan and Disaster Relief Project to promote new and expanded business development in the City of Hutto, Texas (see attached Exhibit 1 incorporated herein as if recited verbatim); and

WHEREAS, the City Council finds that the Hutto Community Development Corporation has approved an appropriation of $300,000 to fund the Small Business Loan and Disaster Relief Project from its unappropriated reserve funds; and

WHEREAS, the City Council finds that all applicable public hearings and public approvals have been or will be completed prior to the expenditure of funds appropriated herein; and

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

Section 1: That recitals above are hereby true and correct and are incorporated into this resolution.

Section 2: The Small Business Loan and Disaster Relief Project is approved after this Resolution was given two separate readings in accordance with Texas law.

Section 3: The stated expenditures for this project to the amounts budgeted are approved.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **16th** day of **July 2020.**

THE CITY OF HUTTO, TEXAS

_____
Doug Gaul, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

HUTTO COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. **R-2020-043-A**

A RESOLUTION OF THE HUTTO COMMUNITY DEVELOPMENT CORPORATION ESTABLISHING A SMALL BUSINESS LOAN AND DISASTER RELIEF PROJECT TO PROMOTE NEW AND EXPANDED BUSINESS DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas is a Texas municipality with a population of 20,000 or less based on the last decennial census that has been operating under a home-rule charter since February 2004; and

WHEREAS, the Hutto Community Development Corporation (the "CDC") is a Type B Economic Development Corporation formed under Texas Local Government Code Chapter 505 and is authorized to provide land, building, equipment, facilities, expenditures and improvements found by its board of directors to promote new or expanded business development within the city boundaries, provided that, for projects which require an expenditure of more than $10,000, the City Council adopts a resolution authorizing the project pursuant to Texas Local Government Code Section 505.158; and

WHEREAS, the Board of Directors find Texas Local Government Code, Section 505.158 provides for projects related to business development in certain small municipalities with a population of 20,000 or less; and

WHEREAS, the Board of Directors find Texas Government Code, Section 311.005 provides that population means the population shown by the most recent federal decennial census; and

WHEREAS, the Board of Directors find the U.S. Census for 2010 determined the population of the City to be 14,698; and

WHEREAS, the Board of Directors find the current state of disaster has led to widespread disruption of the Central Texas economy and led to an unexpected decrease in revenue for many local businesses.

WHEREAS, the Board of Directors find the CDC has determined that providing a "Small Business Loan and Disaster Relief Program" (attached as Exhibit A hereto and incorporated herein as if recited verbatim) to local small businesses will promote new or expand existing business development and create or retain jobs in the City of Hutto, Texas; and

WHEREAS, the Board of Directors find the CDC maintains contracts for the administration of its initial small business loan program by entering into a professional service agreement with CEN-TEX CDC dba BCL of Texas, a Texas non-profit corporation, to assist with the program administration; and

WHEREAS, the Board of Directors find the City of Hutto, Texas has determined that providing loans under modified terms during the period of a disaster as disaster relief grants to local small businesses will promote new or expanded business development and retain jobs in the City of Hutto, Texas during any state of disaster declared by the Governor of the State of Texas, Williamson County or the City of Hutto, Texas; and

WHEREAS, the Board of Directors find the CDC approved, subject to City Council approval, an appropriation of $300,000 from its reserves to fund the Small Business Loan and Disaster Relief Project to assist small businesses within the City of Hutto, Texas; and

WHEREAS, the Board of Directors find allocating this additional appropriation towards the Small Business Loan and Disaster Relief Project will promote and develop new and expanding business enterprises, help in the creation and retention of jobs in the City of Hutto, Texas, improve the community and is an authorized project as provided by Texas Local Government Code §505.159; and

WHEREAS, the Board of Directors find the CDC conducted the required Public Hearing for this project on June 15, 2020; therefore, the earliest funds may be expended is August 14, 2020.

WHEREAS, the Board of Directors find the above-referenced action authorized by this Resolution is in furtherance of the public interest, is for the good of the community and is necessary and proper and within the authority granted by law to the City of Hutto, Texas and the CDC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Hutto Community Development Corporation that:

I.

The statements set forth in the recitals of this Resolution are true and correct, and the CDC hereby incorporates such recitals as a part of this Resolution.

II.

The Small Business Loan and Disaster Relief Project is approved as described herein.

III.

This Resolution shall be and is hereby cumulative of all other resolutions of the CDC and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

IV.

If any section, subsection, sentence, clause, or phrase of this resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

V.

This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the Board of Directors; however, this project is conditional on the approval and adoption of a Resolution approving this Project by the City Council of the City of Hutto, Texas after two readings.

PASSED AND ADOPTED by the Board of Directors of the Hutto Community Development Corporation on this 16 day of June 2020.

APPROVED

Steven R. Harris, Chairman

ATTEST:

Daniel Thornton, Secretary

Exhibit "A"
SMALL BUSINESS LOAN AND DISASTER RELIEF PROJECT

Eligibility & Loan Program Administration

The Dallas Federal Reserve, 2018 Texas Small Business Survey reports that access to funds, collateral and other financial constraints are the top challenges faced by small businesses. The City of Hutto was experiencing rapid growth prior to the unexpected economic slowdown caused by the current state of disaster. Small businesses in Hutto contribute to the local economy through job creation, job retention, sales taxes, and local property taxes. The small businesses in Hutto create the quality of life that we enjoy. The creation of a Small Business and Disaster Relief Loan Program ("SBDRLP") will support the growth of Hutto's small business community.

The SBDRLP was established after a similar project with an initial funding of two hundred fifty thousand dollars ($250,000) and approved and exhausted. This new Project, with City Council approval will be funded by an additional contribution from the Hutto CDC in the amount of three hundred thousand dollars ($300,000). Loans of up to fifty thousand dollars ($50,000) will be made to qualifying local small businesses on a "first-come-first-serve" basis.

Purposes:

To provide financial assistance in the form of loans to businesses in Hutto that will:

1. Assist in the economic development of Hutto;
2. Stimulate private investment within the City;
3. Encourage and facilitate in the remodeling and restoration of historically significant structures within the area;
4. Provide capital for established growth businesses and their sustainability in times of disaster; and
5. Job creation and retention.

Borrower Guidelines, Eligibility and Requirements:

- Business borrowers may seek loans up to fifty thousand dollars ($50,000).
- Borrowers must be creditworthy. A credit report will be pulled on each business owner.
- Borrowers must demonstrate management experience in the business industry.
- Projects are economically visible.
- Projects are consistent with the above-stated purpose.
- Funds requested may be leveraged with other sources, *i.e.*, borrower's equity, other senior debt, etc.
- Business must demonstrate cash flow and ability to repay the loan.
- Business must be located within the City of Hutto, Texas city limits.
- The business must contribute ten percent (10%) of the amount being requested.
- Each owner will be required to personally guarantee the loan.
- Collateral shall be required to secure the loan. Collateral offered must be equal to or greater than the loan requested. *Note*: Collateral is often discounted.
- All costs associated with the business loan are detailed with estimates and/or quotes supporting the project cost breakdown.

- Loan terms address each project's needs. The interest rate will be fixed at the U.S. WSJ (Wall Street Journal) Prime -1% and will set at the time of closing.
- Loans may be amortized with flexible payment features up to five (5) years.
- Business and personal guarantees of individuals with twenty percent (20%) or more ownership are required.
- All applicants must file a one hundred dollar ($100) non-refundable application fee with the application.
- Ineligible businesses include bars, liquor stores, dance halls, massage parlors, tanning/nail salons.
- The borrower must meet U.S. Small Business Loan Size Standards.
- Loans for personal use are **NOT** eligible.
- A loan committee appointed by the Hutto Community Development Corporation will review loan applications for action. Loan approvals are based upon borrower credit, collateral offered, and the business's ability to repay the loan, number of new jobs created, and other lending criteria.
- Businesses can seek a second loan, but the first loan must be seasoned (three (3) year's minimum positive payment history).
- Loan prepayments are allowed without any penalty.
- All approved borrowers will sign a legal loan agreement and promissory note. Full repayment is expected. This is a loan **NOT** a grant.

DISASTER RELIEF will apply and assist small businesses within the City of Hutto during a "State of Disaster" declared by the Governor of the State of Texas, to assist paying for business and payroll expenses during a declared state of disaster. Loans up to $25,000 will be made to qualifying local small businesses on a first-come, first-serve basis.

In order to qualify for a Disaster Relief loan, local small businesses must meet the following criteria:

- Physical and publicly accessible location within the City of Hutto city limits (no home-based businesses);
- Experienced or projected to experience a decline in revenue during the declared state of disaster;
- Experienced or projected to experience a decline in employment as a result of the declared state of disaster;
- In good standing with the City of Hutto regarding licensing and finance, including being current on sales and use tax payments;
- Registered with the Texas Comptroller's Office as a sales tax-revenue-generating business for the City of Hutto;
- Have less than five million dollars ($5,000,000) in annual gross revenue;
- Engaged in activities that are legal under local and state law;
- Applied for a federal disaster assistance loan; and
- Complete and submit a disaster loan application available from the City Secretary.
- The interest rate will be fixed at 1% per year, with deferred payment for first 90 days.

The following businesses are ineligible for the Disaster Relief Program:

- national chains and franchises;
- regional businesses with more than five (5) Texas locations; or

- home-based businesses.

Third-Party Loan Processing, Loan Closing, Loan Servicing, Portfolio Management, Reporting

The Hutto Community Development Corporation proposes to outsource the SBDRLP loan underwriting. Loan deployment and loan fund administration to a third-party experienced in the administration of small business revolving loan funds. By engaging a third-party underwriter and loan fund administrator, all borrower information is confidential and not subject to the Texas Public Information Act. The third-party administrator shall:

- Serve as the lending staff for the SBDRLP;
- Consult with potential loan customers – finalize the sources & uses of funds;
- Prepare loan structure and conduit loan underwriter;
- Underwrite all loans (pull credit reports, evaluate historical financials, assess collateral values, repayment ability and recommend action);
- Present to SBDRLP loan committee (record loan approval actions);
- Prepare & execute loan documents;
- Conduct loan closings;
- Disburse Loan Funds;
- File Uniform Commercial Code (UCC) liens;
- File Deeds of Trust;
- Set-up accounts for bank draft payments;
- Service the loan portfolio (monthly ACH draft & monitor payment collections);
- Counsel with borrower as changes arise and monitor business management & collateral;
- Provide borrower with technical assistance for the life of the loan;
- Develop loan workout plans (complex servicing);
- Maintain permanent loan files;
- Mails annual 1098 (interest paid for the year statements); and,
- Maintains monthly SBDRLP customer payment reports, use of funds, loan pool recovery and balances, etc.

CITY OF HUTTO, TEXAS
RESOLUTION NO. R-2020-064

A RESOLUTION APPROVING A HUTTO COMMUNITY DEVELOPMENT CORPORATION SMALL BUSINESS AND DISASTER RELIEF PROJECT TO PROMOTE NEW AND EXPANDED BUSINESS DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds the City of Hutto is the authorizing unit of the Community Development Corporation and holds the statutory authority to approve projects of the Corporation; and

WHEREAS, the City Council finds the Hutto Community Development Corporation has established a Board of Director's approved Small Business Loan and Disaster Relief Project to promote new and expanded business development in the City of Hutto, Texas (see attached Exhibit 1 incorporated herein as if recited verbatim); and

WHEREAS, the City Council finds that the Hutto Community Development Corporation has approved an appropriation of $300,000 to fund the Small Business Loan and Disaster Relief Project from its unappropriated reserve funds; and

WHEREAS, the City Council finds that all applicable public hearings and public approvals have been or will be completed prior to the expenditure of funds appropriated herein; and

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

Section 1: That recitals above are hereby true and correct and are incorporated into this resolution.

Section 2: The Small Business Loan and Disaster Relief Project is approved after this Resolution was given two separate readings in accordance with Texas law.

Section 3: The stated expenditures for this project to the amounts budgeted are approved.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **16th** day of **July 2020.**

THE CITY OF HUTTO, TEXAS

_____
Doug Gaul, Mayor

ATTEST:

_____
Holly Nagy, City Secretary

HUTTO COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. **R-2020-043-A**

A RESOLUTION OF THE HUTTO COMMUNITY DEVELOPMENT CORPORATION ESTABLISHING A SMALL BUSINESS LOAN AND DISASTER RELIEF PROJECT TO PROMOTE NEW AND EXPANDED BUSINESS DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas is a Texas municipality with a population of 20,000 or less based on the last decennial census that has been operating under a home-rule charter since February 2004; and

WHEREAS, the Hutto Community Development Corporation (the "CDC") is a Type B Economic Development Corporation formed under Texas Local Government Code Chapter 505 and is authorized to provide land, building, equipment, facilities, expenditures and improvements found by its board of directors to promote new or expanded business development within the city boundaries, provided that, for projects which require an expenditure of more than $10,000, the City Council adopts a resolution authorizing the project pursuant to Texas Local Government Code Section 505.158; and

WHEREAS, the Board of Directors find Texas Local Government Code, Section 505.158 provides for projects related to business development in certain small municipalities with a population of 20,000 or less; and

WHEREAS, the Board of Directors find Texas Government Code, Section 311.005 provides that population means the population shown by the most recent federal decennial census; and

WHEREAS, the Board of Directors find the U.S. Census for 2010 determined the population of the City to be 14,698; and

WHEREAS, the Board of Directors find the current state of disaster has led to widespread disruption of the Central Texas economy and led to an unexpected decrease in revenue for many local businesses.

WHEREAS, the Board of Directors find the CDC has determined that providing a "Small Business Loan and Disaster Relief Program" (attached as Exhibit A hereto and incorporated herein as if recited verbatim) to local small businesses will promote new or expand existing business development and create or retain jobs in the City of Hutto, Texas; and

WHEREAS, the Board of Directors find the CDC maintains contracts for the administration of its initial small business loan program by entering into a professional service agreement with CEN-TEX CDC dba BCL of Texas, a Texas non-profit corporation, to assist with the program administration; and

WHEREAS, the Board of Directors find the City of Hutto, Texas has determined that providing loans under modified terms during the period of a disaster as disaster relief grants to local small businesses will promote new or expanded business development and retain jobs in the City of Hutto, Texas during any state of disaster declared by the Governor of the State of Texas, Williamson County or the City of Hutto, Texas; and

WHEREAS, the Board of Directors find the CDC approved, subject to City Council approval, an appropriation of $300,000 from its reserves to fund the Small Business Loan and Disaster Relief Project to assist small businesses within the City of Hutto, Texas; and

WHEREAS, the Board of Directors find allocating this additional appropriation towards the Small Business Loan and Disaster Relief Project will promote and develop new and expanding business enterprises, help in the creation and retention of jobs in the City of Hutto, Texas, improve the community and is an authorized project as provided by Texas Local Government Code §505.159; and

WHEREAS, the Board of Directors find the CDC conducted the required Public Hearing for this project on June 15, 2020; therefore, the earliest funds may be expended is August 14, 2020.

WHEREAS, the Board of Directors find the above-referenced action authorized by this Resolution is in furtherance of the public interest, is for the good of the community and is necessary and proper and within the authority granted by law to the City of Hutto, Texas and the CDC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Hutto Community Development Corporation that:

I.

The statements set forth in the recitals of this Resolution are true and correct, and the CDC hereby incorporates such recitals as a part of this Resolution.

II.

The Small Business Loan and Disaster Relief Project is approved as described herein.

III.

This Resolution shall be and is hereby cumulative of all other resolutions of the CDC and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

IV.

If any section, subsection, sentence, clause, or phrase of this resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

V.

This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the Board of Directors; however, this project is conditional on the approval and adoption of a Resolution approving this Project by the City Council of the City of Hutto, Texas after two readings.

PASSED AND ADOPTED by the Board of Directors of the Hutto Community Development Corporation on this 16 day of June 2020.

APPROVED

Steven R. Harris, Chairman

ATTEST:

Daniel Thornton, Secretary

Exhibit "A"
SMALL BUSINESS LOAN AND DISASTER RELIEF PROJECT

Eligibility & Loan Program Administration

The Dallas Federal Reserve, 2018 Texas Small Business Survey reports that access to funds, collateral and other financial constraints are the top challenges faced by small businesses. The City of Hutto was experiencing rapid growth prior to the unexpected economic slowdown caused by the current state of disaster. Small businesses in Hutto contribute to the local economy through job creation, job retention, sales taxes, and local property taxes. The small businesses in Hutto create the quality of life that we enjoy. The creation of a Small Business and Disaster Relief Loan Program ("SBDRLP") will support the growth of Hutto's small business community.

The SBDRLP was established after a similar project with an initial funding of two hundred fifty thousand dollars ($250,000) and approved and exhausted. This new Project, with City Council approval will be funded by an additional contribution from the Hutto CDC in the amount of three hundred thousand dollars ($300,000). Loans of up to fifty thousand dollars ($50,000) will be made to qualifying local small businesses on a "first-come-first-serve" basis.

Purposes:

To provide financial assistance in the form of loans to businesses in Hutto that will:

1. Assist in the economic development of Hutto;
2. Stimulate private investment within the City;
3. Encourage and facilitate in the remodeling and restoration of historically significant structures within the area;
4. Provide capital for established growth businesses and their sustainability in times of disaster; and
5. Job creation and retention.

Borrower Guidelines, Eligibility and Requirements:

- Business borrowers may seek loans up to fifty thousand dollars ($50,000).
- Borrowers must be creditworthy. A credit report will be pulled on each business owner.
- Borrowers must demonstrate management experience in the business industry.
- Projects are economically visible.
- Projects are consistent with the above-stated purpose.
- Funds requested may be leveraged with other sources, *i.e.*, borrower's equity, other senior debt, etc.
- Business must demonstrate cash flow and ability to repay the loan.
- Business must be located within the City of Hutto, Texas city limits.
- The business must contribute ten percent (10%) of the amount being requested.
- Each owner will be required to personally guarantee the loan.
- Collateral shall be required to secure the loan. Collateral offered must be equal to or greater than the loan requested. *Note*: Collateral is often discounted.
- All costs associated with the business loan are detailed with estimates and/or quotes supporting the project cost breakdown.

- Loan terms address each project's needs. The interest rate will be fixed at the U.S. WSJ (Wall Street Journal) Prime -1% and will set at the time of closing.
- Loans may be amortized with flexible payment features up to five (5) years.
- Business and personal guarantees of individuals with twenty percent (20%) or more ownership are required.
- All applicants must file a one hundred dollar ($100) non-refundable application fee with the application.
- Ineligible businesses include bars, liquor stores, dance halls, massage parlors, tanning/nail salons.
- The borrower must meet U.S. Small Business Loan Size Standards.
- Loans for personal use are **NOT** eligible.
- A loan committee appointed by the Hutto Community Development Corporation will review loan applications for action. Loan approvals are based upon borrower credit, collateral offered, and the business's ability to repay the loan, number of new jobs created, and other lending criteria.
- Businesses can seek a second loan, but the first loan must be seasoned (three (3) year's minimum positive payment history).
- Loan prepayments are allowed without any penalty.
- All approved borrowers will sign a legal loan agreement and promissory note. Full repayment is expected. This is a loan **NOT** a grant.

DISASTER RELIEF will apply and assist small businesses within the City of Hutto during a "State of Disaster" declared by the Governor of the State of Texas, to assist paying for business and payroll expenses during a declared state of disaster. Loans up to $25,000 will be made to qualifying local small businesses on a first-come, first-serve basis.

In order to qualify for a Disaster Relief loan, local small businesses must meet the following criteria:

- Physical and publicly accessible location within the City of Hutto city limits (no home-based businesses);
- Experienced or projected to experience a decline in revenue during the declared state of disaster;
- Experienced or projected to experience a decline in employment as a result of the declared state of disaster;
- In good standing with the City of Hutto regarding licensing and finance, including being current on sales and use tax payments;
- Registered with the Texas Comptroller's Office as a sales tax-revenue-generating business for the City of Hutto;
- Have less than five million dollars ($5,000,000) in annual gross revenue;
- Engaged in activities that are legal under local and state law;
- Applied for a federal disaster assistance loan; and
- Complete and submit a disaster loan application available from the City Secretary.
- The interest rate will be fixed at 1% per year, with deferred payment for first 90 days.

The following businesses are ineligible for the Disaster Relief Program:

- national chains and franchises;
- regional businesses with more than five (5) Texas locations; or

- home-based businesses.

Third-Party Loan Processing, Loan Closing, Loan Servicing, Portfolio Management, Reporting

The Hutto Community Development Corporation proposes to outsource the SBDRLP loan underwriting. Loan deployment and loan fund administration to a third-party experienced in the administration of small business revolving loan funds. By engaging a third-party underwriter and loan fund administrator, all borrower information is confidential and not subject to the Texas Public Information Act. The third-party administrator shall:

- Serve as the lending staff for the SBDRLP;
- Consult with potential loan customers – finalize the sources & uses of funds;
- Prepare loan structure and conduit loan underwriter;
- Underwrite all loans (pull credit reports, evaluate historical financials, assess collateral values, repayment ability and recommend action);
- Present to SBDRLP loan committee (record loan approval actions);
- Prepare & execute loan documents;
- Conduct loan closings;
- Disburse Loan Funds;
- File Uniform Commercial Code (UCC) liens;
- File Deeds of Trust;
- Set-up accounts for bank draft payments;
- Service the loan portfolio (monthly ACH draft & monitor payment collections);
- Counsel with borrower as changes arise and monitor business management & collateral;
- Provide borrower with technical assistance for the life of the loan;
- Develop loan workout plans (complex servicing);
- Maintain permanent loan files;
- Mails annual 1098 (interest paid for the year statements); and,
- Maintains monthly SBDRLP customer payment reports, use of funds, loan pool recovery and balances, etc.

BOARDS AND COMMISSIONS MASTER LIST as of 7/16/20					
			Term Ends		
Council Member Place 1		Scott Rose	May-20		
Council Member Place 2		Tom Hines	May-21		
Council Member Place 3		Mike Snyder	May-22		
Council Member Place 4		Peter Gordon	May-20		
Council Member Place 5		Patti Martinez	May-21		
Council Member Place 6		Tanner Rose	May-22		
Mayor		Doug Gaul	May-22		
Planning & Zoning Commission					
Meets: 1st Tuesday @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per Charter					
Staff Liasion: Ashley Lumpkin					
Council Liasion: Peter Gordon					
				Appointed	**Term Ends**
Place 1	Jericka	Lawyer	Commissioner	2-Jul-20	30-Jun-22
Place 2	Randal	Clark	Commissioner	18-Jun-20	30-Jun-22
Place 3	John	Klein	Commissioner	4-Feb-20	30-Jun-22
Place 4	Tony	Wertz	Chair	3-Jul-19	30-Jun-21
Place 5	Richard	Hudson	Vice Chair	18-Jun-20	30-Jun-22
Place 6	Kyle	Lovinggood	Commissioner	1-Aug-19	30-Jun-21
Place 7	Susanna	Boyer	Commissioner	1-Aug-19	30-Jun-21
Parks Advisory Board					
Meets: 2nd Wednesday @ 7:00 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: Tony Host					
Council Liasion: Patti Martinez					
				Appointed	**Term Ends**
Place 1	Katie	Weiss	Vice Chair	30-Sep-18	20-Jun-21
Place 2	Wendel	Teltow	Member	23-Jan-20	30-Jun-23
Place 3	Patrick	Donathan	Member	3-Jul-19	30-Jun-21
Place 4	Kevin	Grimm	Member	2-Jul-20	30-Jun-22
Place 5	Daniel	Thornton	Member	7-Nov-19	30-Jun-22
Place 6	Rose	McMillin	Member	20-Jun-19	30-Jun-22
Place 7	Perry	Savard	Chair	20-Jun-19	30-Jun-22

Library Advisory Board					
Meets: Quarterly @ 6:00 p.m. in City Council Chambers					
3 year terms					
Staff Liasion:					
Council Liasion: Scott Rose					
				Appointed	**Term Ends**
Place 1	Christina	Garza	Member	16-May-19	30-Jun-22
Place 2	Dwight	Baker	Chair	20-Sep-18	30-Jun-21
Place 3	Tara	Chappell	Vice Chair	3-Jul-19	30-Jun-22
Place 4	Kathi	Shilling	Member	20-Sep-18	30-Jun-22
Place 5	Havala	Merit	Member	16-May-19	30-Jun-22
Place 6	David	Westbrook	Member	7-Nov-19	30-Jun-22
Place 7	Brian	Thompson	Member	27-Feb-20	30-Jun-23
Zoning Board of Adjustment					
Meets: 4th Weds @ 7:00 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: Ashby Grundman					
Council Liasion: Doug Gaul					
				Appointed	**Term Ends**
Place 1	Bryan	Dempsey	Member	17-Jan-19	30-Jun-22
Place 2	Thomas	McGowan	Member	20-Sep-18	30-Jun-21
Place 3	David	Meyer	Member	3-Jul-19	30-Jun-22
Place 4	Wendell	Teltow	Member	20-Jun-19	30-Jun-22
Place 5	Vacant		Member		
Place 6	Maureen	Rooker	Member	20-Jun-19	30-Jun-22
Place 7	Randal	Clark	Member	19-Sep-19	30-Jun-22
Historic Preservation Commission					
Meets: 4th Tuesday @ 6:30 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: John Byrum					
Council Liasion: Tanner Rose					
				Appointed	**Term Ends**
Place 1	DeAnne	Worley	Commissioner	3-Jul-19	30-Jun-22
Place 2	Mary	Belton	Commissioner	2-Aug-18	30-Jun-21
Place 3	Curtis	Orton	Commissioner	20-Sep-18	30-Jun-22
Place 4	Robert	Lykins	Commissioner	20-Sep-18	30-Jun-22
Place 5	Vacant		Commissioner		
Place 6	Travis	Allen	Commissioner	20-Jun-19	30-Jun-22
Place 7	Vacant		Commissioner		

Building and Standards Commission					
Meets: As Needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: Ashley Lumpkin					
Council Liasion: None					
				Appointed	**Term Ends**
Place 1	Troy	Manella	Commissioner	3-Jan-19	30-Jun-22
Place 2	Olinda	Ramirez	Commissioner	20-Sep-18	30-Jun-21
Place 3	Kendrick	Whittington	Commissioner	2-Aug-18	30-Jun-21
Place 4	Bryan	Dempsey	Commissioner	20-Jun-19	30-Jun-22
Place 5	Tom	Brown	Commissioner	20-Sep-18	30-Jun-21
Place 6	Maureen	Rooker	Commissioner	20-Jun-19	30-Jun-22
Place 7	Richard	Hudson	Commissioner	20-Jun-19	30-Jun-22
Ethics Review Commission					
Meets: As needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: City Secretary					
Council Liasion: None					
				Appointed	**Term Ends**
Place 1	Craig	Cargill	Member	20-Sep-18	30-Jun-21
Place 2	Lori	Brown-Duncan	Vice Chair	20-Sep-18	30-Jun-21
Place 3	Bill	Kohl	Member	11-Jul-19	30-Jun-22
Place 4	Christopher	Adkins	Member	7-Nov-19	30-Jun-22
Place 5	Abel	Landin	Member	19-Sep-19	30-Jun-22
Place 6	April	Willis	Member	15-Aug-19	30-Jun-22
Place 7	Krystal	Kinsey	Member	21-Nov-19	30-Jun-22
Economic Development Corporation					
Meets: 1st Monday at 6:30 p.m. of each month in City Council Chambers					
Staff Liasion: Jessica Bullock					
Council Liasion: Mike Snyder					
				Appointed	**Term Ends**
Place 1	Lucas	Evans	Member	18-Jun-20	30-Jun-21
Place 2	Vacant		Member	20-Jun-19	30-Jun-21
Place 3	Dan	Thorton	Secretary	3-Jul-19	30-Jun-21
Place 4	Don	Carlson	Vice Chair	3-Jul-19	30-Jun-21
Place 5	Kevin	LaFrance	Treasurer	3-Jul-19	30-Jun-21
Place 6	Henry	Gideon	Member	20-Jun-19	30-Jun-21
Place 7	Steven	Harris	Chair	20-Jun-19	30-Jun-21

City Council

AGENDA ITEM REPORT

To: City Council

Subject: Update on Drainage Ditches Legends of Hutto. (Samuel Ray)

Meeting: City Council - 16 Jul 2020

Department: Engineering

Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

AIR-20-296 The Legends of Hutto is a residential single family subdivision located near the center of Hutto, south of US79 and directly west of FM 1660 constructed in the early 2000s. Due to the generally flat topography and other design constraints the subdivision was built in large part without underground storm sewer and instead utilized swales between blocks to transmit storm water above ground from north to south. For various reasons, several of the ditches within the Legends Subdivision are in need of attention. While some of the 5 final plats for the subdivision suggest that the City would own and maintain some of the drainage easements/swales to this point the City has not taken ownership or been responsible for the maintenance of the drainage lots. By direction from City Council on October 17th, 2019 it was determined that the City will take over ownership and responsibility of the drainage ditches including fixing any existing or future issues as well as routine maintenance and mowing. In the process of evaluating taking over ownership of the drainage lots it was determined that it would be necessary that the City would need to acquire access easements in order to get equipment to the drainage lots. The City has identified many locations where an access easement would be needed and is working with the city attorney to draft those documents. The city has also reached out to the Legends of Hutto Home Owners Association in order to meet with the residents and address the need for the access easements. Once the easements are obtained the property may be deeded to the city and construction/maintenance activities will commence.

FINANCIAL IMPACT:

While there was $550k dedicated from street and drainage bond funds the construction costs for improvements are not anticipated to cost that much. However, ongoing maintenance of the drainage lots including regrading, trash pickup, mowing etc.. could be more than $100k per year.

RECOMMENDATION:

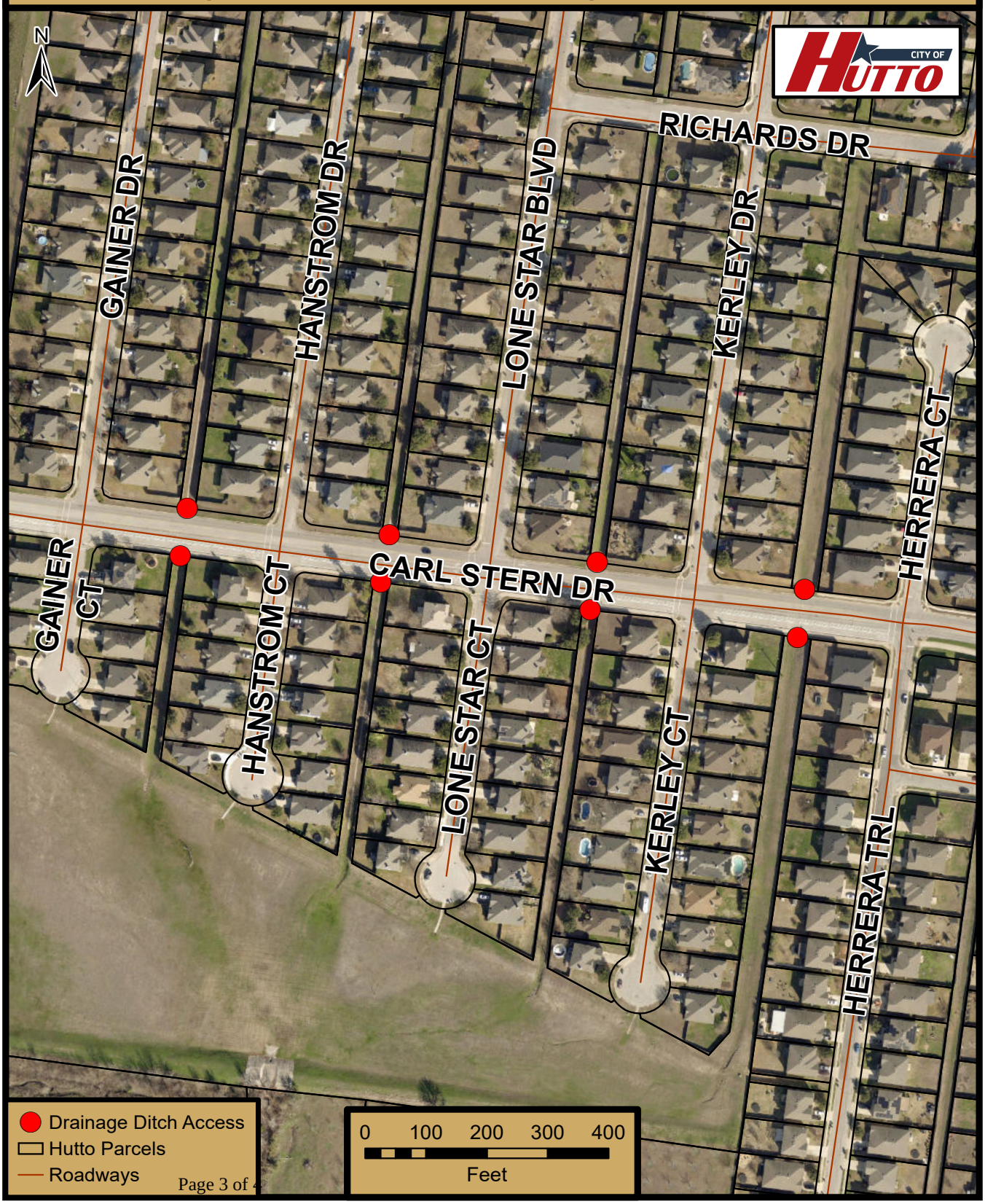
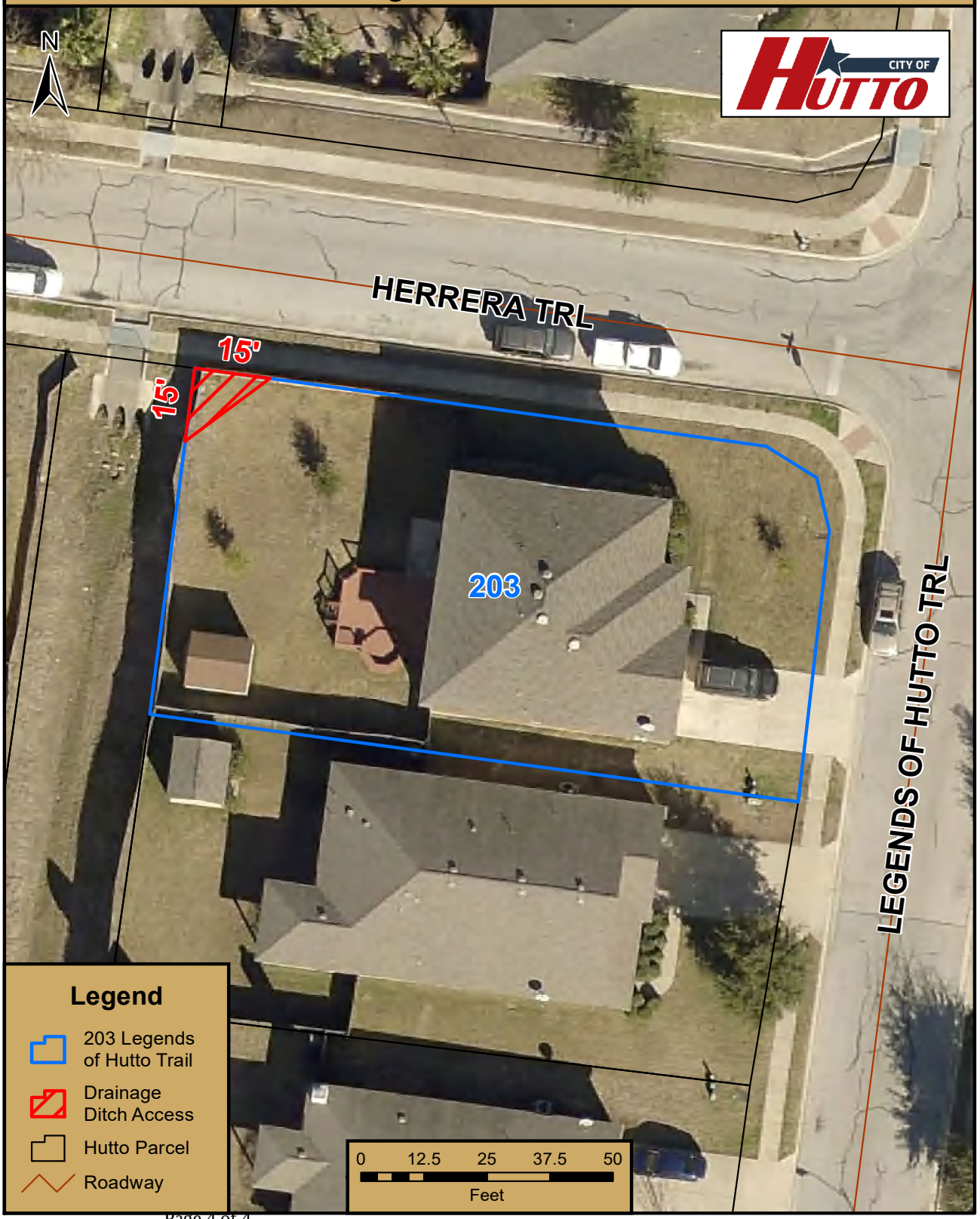
This item is an update and no action is needed.

ATTACHMENTS:

Drainage_Ditch_Access_Along_Carl_Stern_Drive

203_Legends_of_Hutto_Trail

Drainage Ditch Access Along Carl Stern Drive



203 Legends of Hutto Trail