



City of Hutto

Agenda

City Council Meeting

Thursday, November 5, 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

- Led by Pastor Piet Van Waarde- Shoreline Church.

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

5.2. Council Commission Liaison Reports.

6. PROCLAMATIONS

6.1. A proclamation recognizing November 28, 2020 as Small Business Saturday in the City of Hutto.

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[Shop Small Saturday Proclamation_Nov. 5 2020](#)

7. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839

during business hours. Each person providing public comment will be limited to 3 minutes.

Any citizen wishing to speak during public comment may do so after completing the required registration form. Comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on November 5, 2020. The email must include name, address, phone # and email to be recognized properly.

Citizens wishing to comment by phone may call:

Toll Free Call In: 1-800-717-4201

Conference ID: 242-3288

Once you are in the conference call press *5 to signal that you are requesting to speak during public comment.

[Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council 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 City Council Session.]

8. CITY MANAGER COMMENTS

- 8.1. Presentation of proposed website, meeting management and video streaming services. (City Secretary)

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on approving the September 1, 2020 - Special Called City Council meeting minutes. 8 - 9
[September 1, 2020 Meeting Minutes](#)
- 9.2. Consideration and possible action on approving the September 3, 2020 - Special Called City Council workshop minutes.
- 9.3. Consideration and possible action to approve the September 3, 2020 - City Council meeting minutes.
- 9.4. Consideration and possible action on authorizing the City Manager to execute an Amended Professional Services Agreement on behalf of the City of Hutto for payment of review and development expenses incurred by the City of Hutto for the Hutto 315/Emory Crossing. (City Attorney) 10 - 15
[Emory Crossing Amended and Restated Professional Services Agreement](#)
- 9.5. Consideration and possible action on Resolution No. R-2020-088 authorizing the City Manager to execute a proposal for Appraisal Services with the Aegis Group, Inc. for appraisal services for the Durango Farms Public Improvement District. (City Attorney)(tabled 10/15/20) 16 - 21
[R-2020-088 Authorize CM to sign Aegis Group- Durango Farms PID 11-5-20](#)
- 9.6. Consideration and possible action on an agreement between the City of Hutto and Norton Rose Fulbright US LLP to provide Disclosure Counsel Legal Services for the City of Hutto GO Taxable and Nontaxable Refunding Bonds. (City Attorney/Paul Braden) 22 - 33
[Hutto Resolution Norton Rose Disclosure Counsel w exh](#)

10. ORDINANCES

- 10.1. Consideration and possible action on Ordinance No. O-2020-033 accepting and approving Annual Service and Assessment Plan Update for Co-Op Public Improvement District. (Second Reading)(Jon Snyder)
- 10.2. Consideration of a public hearing and possible action on an ordinance approving the proposed Unified Development Code (UDC) ordinance amendment to the Code of Ordinances (2014 Edition, as amended), Chapter 2 Section 10.203, Development Review Process, Section 10.204.2, Effective Date and Expiration, Chapter 3, Section 10.311.9, Swimming Pools and Chapter 4, Section 10.405, Building Setbacks, General Rules. (Second Reading)(Ashley Lumpkin) 34 - 48
- [Agenda Item Report - AIR-20-393 - Pdf](#)

11. RESOLUTIONS

- 11.1. Consideration and possible action approving the Administrative and Professional Services Agreement between the City of Hutto, Texas and the City of Hutto Economic Development Corporation, Type 4B and directing the City Manager to execute same. 49 - 58
- [Agenda Item Report - AIR-20-395 - Pdf](#)
- 11.2. Consideration and possible action on Resolution No. R-2020-102 approving a fee waiver for the Library to forgive fines through November 6, 2020 until December 4, 2020 in support of the Hutto Community Food Pantry. (Jessica McCart) 59 - 60
- [Agenda Item Report - AIR-20-399 - Pdf](#)
- 11.3. Consideration and possible action to approve Resolution No. R- 2020-106 approving and authorizing the City Manager to execute contract documents with Bell Contractors, Inc. for the Lakeside Estates Lift Station decommissioning project. 61 - 69
- [Agenda Item Report - AIR-20-402 - Pdf](#)
[201030 Agreement with Bell Contractors, Inc](#)
[Hutto Resolution R-2020-106](#)
- 11.4. Consideration and possible action to approve Resolution No. R- 2020-107 approving and authorizing the City Manager to execute a cost sharing agreement with Nexus Private Capital for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project. 70 - 80
- [Agenda Item Report - AIR-20-404 - Pdf](#)
[Updated Allocation](#)
[Hutto Form Cost Sharing Agreement DRAFT Nexus](#)
[Hutto Resolution R-2020-107](#)
- 11.5. Consideration and possible action to approve Resolution No. R- 2020-108 approving and authorizing the City Manager to execute a cost sharing agreement with Harris & Straub, LLC, for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project. 81 - 91

[Agenda Item Report - AIR-20-406 - Pdf](#)
[Updated Allocation](#)
[Hutto Form Cost Sharing Agreement DRAFT Straub](#)
[Hutto Resolution R-2020-108](#)

- 11.6. Consideration and possible action to approve Resolution No. R- 2020-109 approving and authorizing the City Manager to execute a cost sharing agreement with Developer for The Bridge Community Church for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project. 92 - 102

[Agenda Item Report - AIR-20-407 - Pdf](#)
[Updated Allocation](#)
[Hutto Form Cost Sharing Agreement DRAFT Bridge Church](#)
[Hutto Resolution R-2020-109](#)

12. OTHER BUSINESS

- 12.1. Presentation of the Planning and Zoning Commission Annual Report. (Ashley Lumpkin)
- 12.2. Presentation of the Historic Preservation Commission Annual Report. (Ashley Lumpkin)
- 12.3. Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, and Local Government Corporations.(City Secretary)
- 12.4. Consideration and possible action on proposed options on truck routes to and from Innovation Business Park. (Anthony Host) 103 - 113
- [Agenda Item Report - AIR-20-394 - Pdf](#)
[Innovation business park truck route](#)
- 12.5. Discussion and possible action regarding a separation agreement with Odis Jones. (City Attorney)

13. 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].

- 13.1. Deliberate the purchase, exchange, lease, or value of real property located within the Sports, Health & Entertainment District pursuant to Texas Government Code Section 551.072 (Real Property).

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

14. ACTION RELATIVE TO EXECUTIVE SESSION

- 14.1. Consideration and possible action concerning the purchase, exchange,

lease, or value of real property located within the Sports, Health & Entertainment District pursuant to Texas Government Code Section 551.072 (Real Property).

- 14.2. Possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

15. ADJOURNMENT

16. CERTIFICATION

I certify that this notice of the November 5, 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 **October 30, 2020 at 4:50 P.M.**



Holly Nagy

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



OFFICIAL PROCLAMATION

WHEREAS, the government of Hutto, Texas celebrates our small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, representing 99% of all U.S. businesses

WHEREAS, from the storefront shops that anchor Old Town to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, small business owners have energy and a passion for what they do; and

WHEREAS, when we support small business, jobs are created and local communities preserve their unique culture; and

WHEREAS, because this country's small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in our community without discussing ways to support our entrepreneurs; and

WHEREAS, the City of Hutto supports and joins in this national effort to help America's small businesses do what they do best, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW THEREFORE, I, DOUG GAUL, Mayor of the City of Hutto along with the Hutto City Council do hereby proclaim November 28th as National "Shop Small Saturday" in Hutto.

PROCLAIMED this 5th day of November, 2020

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor



City of Hutto

MINUTES

**Special Called City Council Meeting
Tuesday, September 1, 2020 at 8:00 AM
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: *8:00 AM*
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, (via videoconference) Councilmember Tanner Rose.

Absent: MPT Tom Hines

Members of staff that were present were: Stacy Schmitt

3. CITY COUNCIL COMMENTS
 - 3.1. General Comments from City Council
4. PUBLIC COMMENT
 - *Black Families of Hutto. - via email.*
5. EXECUTIVE SESSION *Entered: 8:05 AM*

- 5.1. Deliberate the selection of a City Manager from the applications submitted for the position of City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters.
- 5.2. Deliberate the appointment, employment, evaluation, reassignment or duties of the Interim City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters.

Candidate interviews began in open session. 9:05 AM.

City Manager Candidates

- *Wayne Reed*
- *Warren Hutmacher*
- *Don Toms*
- *Brian Bosshardt*

10-minute break then reconvened back into executive session at 4:05 PM

6. ACTION RELATIVE TO EXECUTIVE SESSION- *Reconvened: 7:34 PM*
- 6.1. Consideration and possible action on the selection of a City Manager from the applications submitted for the position of City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters.
- 6.2. Consideration and possible action on appointment, employment, evaluation, reassignment or duties of the Interim City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters.

No action taken.

7. ADJOURNMENT: *7:37 PM*

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

**AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT**

This Amended and Restated Professional Services Agreement (this "Agreement") is entered into as of _____, 2020 (the "Effective Date") by, between, among and for the benefit of the CITY OF HUTTO, TEXAS, a home-rule municipality organized under the laws of the State of Texas (the "City"), and WLH Communities - Texas, LLC, a Delaware limited liability company (the "Developer").

WHEREAS, on June 7, 2018, a Resolution of the City of Hutto, Texas, authorizing and creating the Hutto 315 Public Improvement District ("PID") was passed and approved by the City Council of the City of Hutto under Resolution No. R-19-06-07-9B to help finance certain public improvements necessary to provide water, wastewater, drainage and roadway facilities and development amenities for the Property more particularly described in EXHIBIT A attached hereto (the "Property");

WHEREAS, the City and RSI Communities – Texas, LLC, a Texas limited liability company (the "Original Developer"), executed the original Professional Services Agreement on May 8, 2018 (the "Original Agreement");

WHEREAS, the City and the Developer enter into this Agreement to restate the Original Agreement in its entirety;

WHEREAS, the City and the Developer recognize and agree that the City will incur fees and associated expenses and costs for professional services for work to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of the PID, including but not limited to the following: appraisal, legal publications, notices, public hearing expenses, attorney's fees, assessment administrator, and special consultant fees (collectively, the "Professional Services");

WHEREAS, the Original Developer delivered the \$75,000.00 Development Payment to the City of which \$10,000.00 was applied towards the FA Fee (as those terms are defined below). The City is currently holding \$58,195.66 of the original Development Payment; and

WHEREAS, the City's engagement of professionals to perform the Professional Services and its participation in the undertakings described above are voluntary and of value to the Developer and the Developer desires to reimburse the City's fees and expenses related to the Professional Services; and

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and the Developer agree as follows:

1. Recitals. The representations, covenants and recitations set forth in the foregoing recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.

2. Developer Payment. Developer's predecessor-in-interest, the Original Developer previously delivered to the City the sum of \$75,000.00 (the "Developer Payment") to pay for the Professional Services and the related expenses incurred by the City. The Developer Payment was inclusive of an amount equal to \$10,000.00, which represents an upfront cash payment that the City paid to its financial advisor (the "FA Fee"). The amount representing the FA Fee shall be nonrefundable and is not contingent upon any outcome of the negotiations between the City and the Developer. Fees for all Professional Services to be covered by the Developer Payment (other than the services to be provided by the City's financial advisor which are covered by the FA Fee) shall be evidenced by monthly invoices that describe the work performed by date and time entries (copies of which invoices shall be provided to Developer at least 10 days before they are paid). The Developer Payment has been deposited in a segregated account and will not be commingled with any other City funds. If the cost of Professional Services exceed the Developer Payment, the City shall notify the Developer in writing and the Developer may elect to: (i) make one or more additional payment(s) of \$50,000.00 each within thirty (30) days of such written request and such additional payment will be deposited by the City and utilized in the same manner described above, or (ii) negotiate in good faith to amend this Agreement to provide for a reasonable amount of additional payment by Developer. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the City and the Developer.

3. Termination. This Agreement may be terminated by either party with or without cause upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the City, this Agreement shall automatically terminate when the City has issued the initial series of PID Bonds. Upon termination of this Agreement for any reason, any balance of the Developer Payment and any balance of any additional payment(s) made by Developer under this Agreement that exceed the City's fees, costs and expenses incurred as of termination shall be returned to Developer. The City shall take all reasonable steps necessary to terminate the accrual of costs to the Developer.

4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding Professional Services and supersedes and replaces the Original Agreement.

5. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given upon delivery by a nationally recognized private service (e.g., FedEx or UPS) to the following respective addresses of the parties:

To the City: City of Hutto, Texas
 500 W. Live Oak St.
 Hutto, Texas 78634

Attn: City Manager

With a copy to: Bojorquez Law Firm, PC
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Attn: Dottie Palumbo

To the Developer: c/o Taylor Morrison of Texas, Inc.
810 Hesters Crossing Rd., Suite 235
Round Rock, Texas 78681
Attn: Michael Slack

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
221 W. 6th Street
Austin, Texas 78701
Attn: Talley J. Williams

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF HUTTO

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER

WLH COMMUNITIES - TEXAS, LLC,
a Delaware limited liability company

By: Michael Slack

Name: Michael Slack

Title: Vice President

Date: 9.24.2020

EXHIBIT A

Property

THAT PART OF THE JOIN DYKES SURVEY, ABSTRACT NO. 186, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 133.617 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS, LLC BY DEED RECORDED IN DOCUMENT NO. 2019027388 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET ON THE WEST LINE OF F.M. 1660 AT THE NORTHEAST CORNER OF SAID 133.617 ACRE TRACT, BEING THE NORTHWEST CORNER OF THAT 2.785 ACRE TRACT CONVEYED TO THE STATE OF TEXAS BY DEED RECORDED IN VOLUME 476, PAGE 591 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC), BEING ALSO AT THE SOUTHEAST CORNER OF THAT 62.956 ACRE TRACT OF LAND CONVEYED TO MARVIN STURM AND IOLA STURM BY DEED RECORDED IN VOLUME 1174, PAGE 282 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC);

THENCE ALONG THE EAST LINE OF SAID 133.617 ACRE TRACT, ALONG THE WEST LINE OF SAID F.M. 1660, SAME BEING THE WEST LINE OF SAID 2.785 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES:

1. S21°08'27"E A DISTANCE OF 580.93 FEET TO A FOUND BROKEN TXDOT CONCRETE MONUMENT, FROM WHICH A TXDOT CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1660 BEARS N68°33'09"E A DISTANCE OF 79.26 FEET;
2. S21°57'15"E A DISTANCE OF 1,624.14 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
3. SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 568.31 FEET, HAVING A RADIUS OF 1,106.28 FEET, A CENTRAL ANGLE OF 29°26'00", AND A CHORD BEARING S07°14'15"E A DISTANCE OF 562.08 FEET TO A 1/2" IRON ROD SET, FROM WHICH A TXDOT CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 1660 BEARS S82°27'45"E A DISTANCE OF 80.00 FEET;
4. S07°24'10"W A DISTANCE OF 125.82 FEET TO A COTTON SPINDLE FOUND FOR THE SOUTHEAST CORNER OF SAID 133.617 ACRE TRACT, BEING THE NORTHEAST CORNER OF HUTTOPARKE SECTION 7, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2013003893 OPRWC;

THENCE ALONG THE SOUTH LINE OF SAID 133.617 ACRE TRACT, AND ALONG THE NORTH LINE OF SAID HUTTOPARKE SECTION 7 THE FOLLOWING TWO (2) COURSES:

1. N83°16'26"W A DISTANCE OF 1,792.21 FEET TO A 1/2" IRON ROD SET;
2. N83°10'04"W A DISTANCE OF 918.68 FEET TO A 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID 133.617 ACRE TRACT, BEING THE SOUTHEAST CORNER OF THAT 181.663 ACRE TRACT OF LAND CONVEYED TO WLH COMMUNITIES-TEXAS LLC BY DEED RECORDED IN DOCUMENT NO. 2019027650 OPRWC, FROM WHICH A 1/2" IRON ROD FOUND BEARS N53°42'13"E A DISTANCE OF 1.30 FEET;

THENCE N21°17'36"W ALONG THE WEST LINE OF SAID 133.617 ACRE TRACT AND THE EAST LINE OF SAID 181.663 ACRE TRACT, A DISTANCE OF 1,589.30 FEET TO A 1" GALVANIZED PIPE FOUND AT THE NORTHWEST CORNER OF SAID 133.617 ACRE TRACT, BEING THE SOUTHWEST CORNER OF SAID 62.956 ACRE TRACT;

THENCE N68°47'22"E ALONG THE NORTH LINE OF SAID 133.617 ACRE TRACT AND THE SOUTH LINE OF SAID 62.956 ACRE TRACT, A DISTANCE OF 2,572.08 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 133.617 ACRES, MORE OR LESS.

ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.

ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NO. R020383.

THAT PART OF THE JOIN DYKES SURVEY, ABSTRACT NO. 186, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 181.663 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS LLC BY DEED RECORDED IN DOCUMENT NO. 2019027650 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET ON THE NORTH LINE OF HUTTOPARKE SECTION 7, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2013003893 OPRWC, BEING THE SOUTHWEST CORNER OF THAT 133.617 ACRE TRACT CONVEYED TO WLH COMMUNITIES-TEXAS, LLC BY DEED RECORDED IN DOCUMENT NO. 2019027388 OPRWC, BEING THE SOUTHEAST CORNER SAID 181.663 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND BEARS N53°42'13"E A DISTANCE OF 1.30 FEET;

THENCE ALONG THE NORTH LINE OF SAID HUTTOPARKE SECTION 7 AND THE SOUTH LINE OF SAID 181.663 ACRE TRACT, N83°10'04"W A DISTANCE OF 788.38 FEET TO A 1/2" IRON ROD FOUND FOR AN ANGLE POINT OF SAID 181.663 ACRE TRACT AT THE NORTHWEST CORNER OF LOT 113, BLOCK C OF SAID HUTTOPARKE SECTION 7, BEING ALSO THE NORTHEAST CORNER OF THAT 103.111 ACRE TRACT OF LAND CONVEYED TO HARRY RONALD HANSON BY DEED RECORDED IN DOCUMENT NO. 2006074636 OPRWC;

THENCE ALONG THE SOUTH LINE OF SAID 181.663 ACRE TRACT AND THE NORTH LINE OF SAID 103.111 ACRE TRACT, S68°08'47"W A DISTANCE OF 2,120.90 FEET TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF SAID 181.663 ACRE TRACT, BEING THE NORTHWEST CORNER OF SAID 103.111 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR AN ANGLE POINT ON THE EAST LINE OF THAT 7.402 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, TEXAS, BEING THE EAST LINE OF PROPOSED ED SCHMIDT BOULEVARD (COUNTY ROAD 119) BEARS N79°55'45"W A DISTANCE OF 94.61 FEET;

THENCE ALONG THE WEST LINE OF SAID 181.663 ACRE TRACT, N22°26'10"W A DISTANCE OF 1,614.45 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THAT 101.8 ACRE TRACT (TRACT 2) CONVEYED TO NO-COUNT, LLC BY DEED RECORDED IN DOCUMENT NO. 2013060751 OPRWC, BEING THE SOUTHEAST CORNER OF THAT 57.895 ACRE TRACT OF LAND CONVEYED TO VENTANA HILLS, LTD. BY DEED RECORDED IN DOCUMENT NO. 2007068155 OPRWC, BEING ALSO THE SOUTHEAST CORNER OF THE JAMES NEILL SURVEY, ABSTRACT NO. 477;

THENCE ALONG THE WEST LINE OF SAID 181.663 ACRE TRACT AND THE EAST LINE OF SAID 57.895 ACRE TRACT, N21°06'07"W A DISTANCE OF 1,137.50 FEET TO A 3/8" IRON ROD FOUND ON THE EAST LINE OF SAID 57.895 ACRE TRACT AT THE NORTHWEST CORNER OF SAID 181.663 ACRE TRACT, BEING ALSO THE SOUTHWEST CORNER OF THAT 44.37 ACRE TRACT OF LAND CONVEYED TO RONALD ALBERT SMITH AND JANICE H. SMITH BY DEED RECORDED IN VOLUME 2267, PAGE 16 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC);

THENCE ALONG THE NORTH LINE OF SAID 181.663 ACRE TRACT AND THE SOUTH LINE OF SAID 44.37 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. N68°31'55"E A DISTANCE OF 722.81 FEET TO A 1/2" IRON ROD SET;
2. N68°39'21"E A DISTANCE OF 983.13 FEET TO A 1/2" IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID 44.37 ACRE TRACT, BEING THE SOUTHWEST CORNER OF THAT 170.00 ACRE TRACT CONVEYED TO THE PETERSON FAMILY TRUST BY DEED RECORDED IN DOCUMENT NO. 2011056854 OPRWC;

THENCE N68°19'38"E ALONG THE NORTH LINE OF SAID 181.663 ACRE TRACT AND THE SOUTH LINE OF SAID 170.00 ACRE TRACT, A DISTANCE OF 1,138.56 FEET TO A 1-1/2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID 181.663 ACRE TRACT, BEING THE NORTHWEST CORNER OF THAT 62.956 ACRE TRACT OF LAND CONVEYED TO MARVIN STURM AND IOLA STURM BY DEED RECORDED IN VOLUME 1174, PAGE 282 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC);

THENCE S21°17'36"E ALONG THE EAST LINE OF SAID 181.663 ACRE TRACT, ALONG THE WEST LINE OF SAID 62.956 ACRE TRACT AND ALONG THE WEST LINE OF SAID 133.617 ACRE TRACT, PASSING AT A DISTANCE OF 1,523.86 FEET A 1" GALVANIZED PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID 62.956 ACRE TRACT, BEING THE NORTHWEST CORNER OF SAID 133.617 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 3,113.15 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 181.663 ACRES, MORE OR LESS.

ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.

ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NO. R020374.

CITY OF HUTTO, TEXAS

RESOLUTION NO. R-2020-088

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AEGIS GROUP, INC. TO PREPARE AN APPRAISAL OF THE PROPOSED DURANGO FARMS PUBLIC IMPROVEMENT DISTRICT (PID).

WHEREAS, the City of Hutto is a political subdivision of the State of Texas and is contemplating financing the public infrastructure through the issuance of Special Assessment Revenue Bonds for the PID to be created on the Durango Farms mixed-use single-phase development in Hutto, Texas.

WHEREAS, the City desires to enter into an agreement with the Aegis Group, Inc. to prepare an appraisal of the proposed Durango Farms PID

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

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

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement with the Aegis Group, Inc. to prepare an appraisal of the proposed Durango Farms PID, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

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

CONSIDERED and RESOLVED on this the 15th day of October, 2020.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

EXHIBIT "A"

THE AEGIS GROUP, INC.

REAL ESTATE APPRAISAL & CONSULTING

4926 Spicewood Springs Road, Suite 101, Austin, Texas 78759

(512) 346-9983

info@aegisgroupinc.com

September 28, 2020

Mr. Warren A. Hutmacher
City Manager
City of Hutto
500 W. Live Oak
Hutto, TX 78634
warren.hutmacher@huttotx.gov

Mr. R.R. "Tripp" Davenport, III
Director
FMS Bonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034
TDavenport@FMSbonds.com

RE: Engagement Letter – Durango Farms Public Improvement District, Hutto, Texas.

Dear Mr. Hutmacher and Mr. Davenport:

The Aegis Group, Inc. proposes to prepare an appraisal of the proposed Durango Farms Public Improvement District (PID). The appraisal fee will be \$17,000 payable 50% (\$8,500) upon return of this engagement letter with the balance upon delivery of the draft report.

The funds for the payment of the appraisal are from funds deposited to the City of Hutto Development Fee Account for Hutto Durango Farms and not payable from general funds of the City of Hutto.

Provided information including a near final SAP; site plans; topography maps; all hard and soft development costs; lot sale contracts (if available) or if not LOIs along with all details anticipated to be included in the contracts; and the proposed PID tax rates is provided within seven days of being awarded this assignment, we can meet the following schedule:

Delivery of Draft Appraisal: Approximately 45 days or less from engagement

Meeting to Review Draft: Any date proposed by the City of Hutto if possible

Completion of Appraisal: Approximately one week from receiving final review comments.

Included in the above information request and of particular importance will be a detailed breakdown of each proposed use and the sites upon which they are to be located. This would include tract size and details of proposed improvements (number and size of lots for residential tracts, number of units for apartment tracts, square foot, and type of retail for commercial tracts).

Mr. Warren A. Hutmacher
Mr. Tripp Davenport
September 28, 2020
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I understand that the City of Hutto, a political subdivision of the State of Texas, is contemplating financing public infrastructure through the issuance of Special Assessment Revenue Bonds for the PID to be created on the Durango Farms mixed-use single phase development in Hutto, Texas. I understand this bond money will be issued in a single phase and will be used to fund all the master common infrastructure of this 105.114 acre mixed-use development. This will include but is not limited to the major trunk road with utilities along it, offsite utility extensions, drainage, and detention improvements on the site as well as recreational amenities. I understand the development, which is the subject of this appraisal, is to include a multi-family site approved for 288 apartment units, 248 single family lots, and a total 20,000 square feet of neighborhood commercial on various lots. It is my understanding this will all be platted and approved as of the effective date of the appraisal. I further understand all local infrastructure for the residential lots including streets and utilities are not part of the PID funding and will be developer funded.

I understand that the appraisal will be used in conjunction with the above described PID Bond offerings ("Intended Use"). All improvements will be funded with Bond Proceeds and Developer contributions, that will serve the proposed Durango Farms subdivision. The appraisal report will comply with the development and reporting requirements outlined in Standard Rules 1-2 and 2-2(a) in the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP). This will include a valuation of any individual parcels based on the current land use plan and parcelization proposed by the Developer. The proposed development will be valued using commonly accepted appraisal methods, including all three approaches to value that are applicable. Valuation attributable to the use of the PID will be described.

Any additional work required after the acceptance of our appraisal, or any due to changes in the proposed development or our scope of work will be billed at an hourly rate of \$300.00 per hour.

The client for our appraisal will be The City of Hutto. Both the City of Hutto and FMS Bonds, Inc. are the intended users of the appraisal report. It is understood that the Appraisal or a summary of the Appraisal will be included in the bond offering documents.

Reproduction of the appraisal in the Preliminary and Final Official Statement for the PID bond offerings is hereby approved and a statement of the right to produce copies for such purposes will be included in the appraisal.

It is anticipated that at least two appraisers, including myself, may be working on the project.

Specifications for the proposed Infrastructure Improvements need to be provided by the Client within seven days of engagement of the appraisal. If this information is not provided in a timely manner, our appraisal report could be delayed.

The PID Area will be appraised assuming the following Hypothetical Conditions, Extraordinary Assumptions, and Ordinary Assumptions:

HYPOTHETICAL CONDITION

Hypothetical conditions deal with factors that are known to be false but are presumed to be true for the purposes of the appraisal. For the purpose of this appraisal, the appraisal will be based on the hypothetical condition that all of the major and local infrastructure associated with the Durango Farms development are in place as of the effective date of the appraisal. The major and local infrastructure associated with the Infrastructure Improvements will be defined by the Client prior to our completion of the report draft. This will be those defined as PID infrastructure and “Developer” infrastructure. Also, the sources of “Developer Infrastructure” funding will be provided.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraisers’ opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. For the purpose of this appraisal, the following extraordinary assumptions are assumed:

1. All the infrastructure costs supplied by the developers are true and correct; however, we will use our judgment to identify any that appear unreasonable.
2. This appraisal assumes that the Development Plan for the Durango Farms Subdivision, as provided to the appraisers, is constructed in a workmanlike manner. It further assumes that the lots in this development will be aggressively marketed and competently managed.
3. To complete the appraisal the combined tax rate of all entities taxing the property, including the proposed PID, and the assessment rate on the property, must be provided to the appraiser. It is assumed these are reasonable and a good faith estimate if unknown.

ORDINARY ASSUMPTIONS

The legal description furnished is assumed to be correct. The Aegis Group, Inc., assumes no responsibility for matters legal in character, nor renders any opinion as to the title, which is assumed to be good. The property is appraised having knowledgeable ownership and competent management.

The Aegis Group, Inc., has made no survey and assumes no responsibility in connection with such matters. The information identified in the report as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed. The construction and condition of any improvements mentioned in the body of the report are an observation and/or plans provided by the developer and no engineering study has been made which would discover any latent

Mr. Warren A. Hutmacher
Mr. Tripp Davenport
September 28, 2020
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defects. No certification as to any of the physical aspects could be given unless a proper engineering study was made.

The distribution of the total evaluation between land and improvements in the report, where applicable, applies only under the existing program of utilization. The separate estimates for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

I am not required to give testimony or attendance in court by reason of the appraisal with reference to the property in question unless arrangements have been made previously thereof.

Possession of the report or a copy thereof does not carry with it the right of publication except as previously stated above; provided, however, that the Clients may publish this report for purposes of the Intended Use. It may not be used for any purpose by anyone other than the Intended Users without the previous written consent of the appraiser.

Except when used in conjunction with the Intended Use, neither all nor any part of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written approval and consent of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected or any reference to the Appraisal Institute, or the MAI or AI-GRS designation.

To the best of the appraiser's knowledge, the subject property does not contain any toxic substances such as hazardous waste, asbestos or radon gas which would adversely impact the market value of the subject. Additionally, to the best of the appraiser's knowledge, there are no properties within the immediate area which contain these substances. This is not a guarantee that these substances do not occur in the subject property or within the immediate area. This is only a statement as to the knowledge of the appraiser.

It is assumed that all applicable zoning and use regulations and restrictions are complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

It is assumed that there are no easements or encroachments unless noted within the report.

It is assumed that all improvements are completed in a workmanlike manner and are built in compliance with the construction standards of the City of Hutto.

In developing our estimate of the market value of the subject property as of this date we incorporated the most recent available market data and statistics. In light of the increasing volume of negative economic news resulting from the impacts from COVID-19 around the globe, we recognize the possibility there may be some degree of negative influence on property values in the Central Texas market. However, as of the date of this engagement letter there was no market evidence available to suggest the degree to which values have been influenced. However, at a minimum, it is very likely that marketing times are longer. As part of the appraisal process, we will attempt to ascertain the impact of this pandemic.

Mr. Warren A. Hutmacher
Mr. Tripp Davenport
September 28, 2020
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If this proposal is acceptable, please acknowledge below and return to my office.

Respectfully submitted.
THE AEGIS GROUP, INC.



Eldon Y. Rude, MAI

Agreed and accepted by:

Signature: x _____

Printed Name: _____

Title: _____

Date: _____

Acknowledged by:

Signature: x _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

RESOLUTION NO. 2020-105

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE DISCLOSURE COUNSEL ENGAGEMENT LETTER BETWEEN THE CITY OF HUTTO, TEXAS AND NORTON ROSE FULBRIGHT US LLP; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize the City Manager to execute the Disclosure Counsel Engagement Letter between the City of Hutto, Texas and Norton Rose Fulbright US LLP.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves and authorizes the City Manager to execute the Disclosure Counsel Engagement Letter between the City of Hutto, Texas and Norton Rose Fulbright US LLP, a copy is attached as Exhibit "A".

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

RESOLVED this 5th day of November, 2020.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

Exhibit A



October 29, 2020

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932
United States

Warren Hutmacher, City Manager
City of Hutto, Texas
500 West Live Oak Street
Hutto, Texas 78634

Paul A. Braden
Head of Public Finance, United States
Direct line +1 214 855 8189
paul.braden@nortonrosefulbright.com

Tel +1 214 855 8000
Fax +1 214 855 8200
nortonrosefulbright.com

Re: Representation of City of Hutto, Texas as Disclosure Counsel

Dear Mr. Hutmacher:

This letter is intended to memorialize our representation of the City of Hutto, Texas (the "City") as its disclosure counsel ("Disclosure Counsel") in connection with the City's issuance of general obligation bonds, limited tax bonds, certificates of obligations and such other City debt obligations as specifically requested by the City (collectively, the "Obligations"). When executed by you on behalf of the City, this letter, together with the Additional Terms of Engagement attached hereto, will become effective and will evidence an agreement between the City and our firm with respect to our representation of the City as Disclosure Counsel (the "Representation").

Terms of Engagement

This letter sets out the terms of our engagement in the Representation and supersedes any prior engagement letters with respect to the Representation; however, this engagement letter does not affect the terms of the engagement letter between our Firm, the City and the River Creek Development Corporation dated June 2, 2020. Certain of our terms of engagement are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

As Disclosure Counsel, we expect to perform the following duties:

- (1) Preparing and/or reviewing preliminary official statements and other disclosure documents necessary or appropriate to the authorization, issuance, sale or delivery of municipal securities by the City;

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

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Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss Verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

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City of Hutto, Texas
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 NORTON ROSE FULBRIGHT

- (2) Reviewing and/or preparing the continuing disclosure agreement or undertaking and providing advice and assistance to the City with respect to its annual information statement and other filings, as necessary, to comply with continuing disclosure undertakings made by the City to enable its underwriters to comply with SEC Rule 15c2-12;
- (3) Performing due diligence and providing the negative assurance “opinion” relating to disclosure documents prepared for a City bond issuance that is typically required to substantiate adherence with SEC Rule 10b-5;
- (4) Participating in meetings with City staff, financial advisors, bond counsel, underwriters and underwriters’ counsel, as necessary or appropriate;
- (5) Providing advice generally on compliance with securities laws and advising City staff as to regulatory changes with respect to disclosure;
- (6) As specifically requested, assist City staff in documenting and updating internal written policies and procedures with respect to disclosure activities, including both initial offering documents and ongoing disclosure obligations; and
- (7) Providing any other legal services, advice or opinions as requested related to the City’s financial reporting and debt financing programs.

Our engagement is to advise you with respect to legal issues only; we understand that you have engaged a municipal advisory firm as your financial advisor, and unless otherwise instructed by you we will consult with and take direction from your financial advisor in connection with an issuance of Obligations. Our duties as Disclosure Counsel specifically do not include:

- (i) except as specifically engaged for such purpose, preparing blue sky or investment surveys with respect to the Obligations;
- (ii) making an investigation or expressing any view of the creditworthiness of you or of the Obligations or any obligor therefor; or
- (iii) unless otherwise specifically engaged for such purpose, opining on any continuing disclosure undertakings previously entered into by the City and, after initial delivery of an issuance of Obligations, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

Our Personnel Who Will Be Working on the Obligations

I will have primary responsibility for servicing the account of the City. Other firm personnel, including firm lawyers and legal assistants, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Costs

For the services performed in connection with an issuance of Obligations, we will be paid a fee as set forth on the attached schedule of fees. Such fees(s) shall be paid from the proceeds of

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City of Hutto, Texas
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 NORTON ROSE FULBRIGHT

the sale of the Obligations or from other funds, as the City deems appropriate, upon a successful closing of the Obligation sale unless otherwise agreed to by the parties hereof. We customarily do not submit any statement for fees and out-of-pocket expenses until the closing of the sale of Obligations; however, if there is a substantial delay in completing the financing or if it is determined that the financing will not proceed to a closing, we will submit a statement for any-out-of-pocket expenses reasonably incurred.

In addition to our fees for rendering professional services, you will compensate us for expenses and non-professional services incurred incident to the performance of our legal services, such as photocopying, delivery charges, travel expenses, long-distance telephone calls, facsimile transmissions, overtime for secretaries and other nonlegal staff, specialized computer applications such as computerized legal research, and filing fees, whether or not the Obligations are issued.

In the event we are requested by the City to perform services beyond the scope of Disclosure Counsel, or to perform services as Disclosure Counsel, including the issuance of a legal opinion, which are not directly related to the issuance of Obligations, the Firm's hourly rates apply and the fees are not contingent. Any such work that is not directly related to an offering of Obligations or that is beyond the scope of Disclosure Counsel must be specifically authorized by the City prior to such work being performed. Our statements for any such hourly services and expenses relating to such work will normally be rendered on a monthly basis and are due and payable upon receipt by you.

There shall be no individual liability to any member of the City Council of the City, or any other official of the City for the payment of any amounts due hereunder.

If this agreement is terminated by you and a sale of Obligations which we worked on closes, we will be entitled to payment of reasonable fees in compensation for the work performed by us to the date of termination, based upon our standard hourly rates and the time expended on the transaction.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in connection with the issuance of the Obligations. As the City is aware, our Firm has been previously engaged by FMS Bonds as its underwriters counsel in connection with one or more potential offerings of limited revenue bonds by the City to finance one or more new public improvement districts. The City is represented by another law firm as its bond counsel in those bond offerings and the City has previously consented to our Firm's representation of FMS bonds in those matters and hereby reaffirms such consent.

Otherwise, based on information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.

Exhibit A

City of Hutto, Texas
October 29, 2020
Page 4

 NORTON ROSE FULBRIGHT

We also note that we represent many issuers, investment banking firms, commercial banks, and other parties to public finance transactions from time to time in connection with issuance of bonds other than the Obligations or in non-bond-related matters, including your financial advisor and possible purchasers of the Obligations.

It is our professional judgment that such relationships with the others described in this section do not adversely affect our ability to represent the City in this matter. Your acceptance of these terms of engagement represents your consent to our representation of those persons now and in the future on the terms outlined in this section.

Conclusion

This letter, the attached *Additional Terms of Engagement* and the other attachments constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by the City and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the City or Norton Rose Fulbright US LLP.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If both documents are acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation. Thank you for the opportunity to be of service to the City of Hutto, Texas.

Sincerely,

NORTON ROSE FULBRIGHT US LLP

By: 
Paul A. Braden

PAB/nlb

Exhibit A

City of Hutto, Texas
October 29, 2020
Page 5

 NORTON ROSE FULBRIGHT

CITY OF HUTTO, TEXAS, AGREES TO AND ACCEPTS THIS
LETTER AND THE ATTACHED TERMS OF ENGAGEMENT:

CITY OF HUTTO, TEXAS

By: _____
Warren Hutmacher
City Manager

Date: _____

ATTEST:

By: _____
Holly Nagy
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A

SCHEDULE OF FEES

I. TRANSACTION SPECIFIC WORK

A. To the extent the City's financial advisor or other parties to the working group are primarily responsible with the drafting of the offering document, our fees as Disclosure Counsel would be \$0.33 for each \$1,000 of par value of Obligations issued with a minimum of \$9,500¹.

B. In the event the Firm is asked to be primarily responsible for drafting the offering documents, our Disclosure Counsel fees as set forth in paragraph A. above would be increased to take into account such additional work. The amount of such adjusted fees will be agreed to by the Firm and the City prior to the pricing of the Obligations. In the event the parties do not agree on a flat fee with respect to such additional work, the Firm's then current hourly rates will apply to such transaction and an estimate of such fees will be provided prior to pricing of the Obligations.

C. In addition to Disclosure Counsel fees, the Firm would be entitled to payment or reimbursement for out-of-pocket expenses incurred in performing services in this engagement as set forth in the attached Expenses and Services Summary Schedule.

D. In the event the City receives a grant or other source of funding for the project for which the Obligations were to be issued, we would be paid on the basis of the hourly work we did in connection with the issuance of Obligations or the grant plus reimbursement for any out-of-pocket expenses incurred.

II. HOURLY RATES (State and Local Government Rates)

Partner/Of Counsel	650
Sr Associate	540
Associate/Counsel	400
Sr Counsel	600
Paralegal	210

¹ Fees are calculated per offering document for each series of Obligations issued.

Exhibit A

NORTON ROSE FULBRIGHT US LLP

Additional Terms of Engagement

This is a supplement to our engagement letter, dated October 29, 2020. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") concerning the issuance of tax-exempt or taxable debt obligations that the City may elect to issue from time to time (the "Matter"). Because these additional terms of engagement are a part of our agreement to provide legal services, the City should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that the City retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on the City's behalf, Norton Rose Fulbright US LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by the City; and (2) keep the City reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, the City agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect the City's future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

Who Will Provide the Legal Services

As our engagement letter confirms, Norton Rose Fulbright US LLP will represent the City in the Matter. Norton Rose Fulbright US LLP is a registered limited liability partnership under Chapter 152 of the Texas Business Organizations Code.

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City of Hutto, Texas
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Page 2

 NORTON ROSE FULBRIGHT

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Our Relationships With Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by the City of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

The City agrees that we may represent current or future clients (including any parties adverse to the City in this matter) in any matters that are not substantially related to this matter, even if the interests of such clients in the other matters are directly adverse to the City. We agree however that the City consent does not permit us to represent another client in a matter if we have obtained non-public proprietary or other confidential information from the City that could be used by the other client to the City material disadvantage in that matter.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to the City in the Matter that is the subject of this engagement or in some other matter.

Communications and Confidentiality

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the City specifically directs us otherwise, we may use unencrypted email sent on the Internet to communicate with the City and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the

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City of Hutto, Texas
October 29, 2020
Page 3



Matter involves transactions, litigation or administrative proceedings or like proceedings in which we appear as counsel of record for the City in publicly available records, we reserve the right to inform others of the fact of our representation of the City in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless the City specifically directs otherwise.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc, each of which is a separate legal entity, are members in Norton Rose Fulbright Verein, a Swiss verein that does not itself provide legal services. Although the members in Norton Rose Fulbright remain separate legal entities, we operate as a single legal practice. We share with other members non-privileged information about our practice and clients for research, practice management, training, administrative and other business purposes. Confidentiality agreements are in place among all members. If you have any concerns about this sharing of non-privileged information that relates to you, please promptly notify us so that we can address your concerns.

Disclaimer

Norton Rose Fulbright US LLP has made no promises or guarantees to the City about the outcome of the Representation or the Matter, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, the City may, with or without cause, terminate the Representation by notifying us of the City's intention to do so.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of Norton Rose Fulbright US LLP to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by the City to meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

Termination of the Representation will not affect the City's obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. Further, in the event of termination of the Representation, the City will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

Billing Arrangements and Terms of Payment

Our engagement letter specifically explains our fees for services in the Matter. Unless otherwise set forth in our engagement letter, we will bill on a regular basis, normally each month, for fees

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City of Hutto, Texas
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 NORTON ROSE FULBRIGHT

and expenses and charges and it is agreed that the City will make full payment within 30 days of receiving our statement. We will give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and the City does not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

Document Retention

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Charges for Other Expenses and Services

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, travel and conference expenses, messenger deliveries, telephone conferences, and computerized research. In addition, we reserve the right to send to the City for direct payment any invoices delivered to us by others, including experts and any vendors. It is further agreed that we are expressly authorized to retain any consultants, experts, or vendors that are appropriate, in our judgment, during the Representation.

In situations where we can readily determine the exact amount of expenses for products and services provided by third parties to be charged to the City's account, our invoices will reflect the cost to us of the products and services. In many situations, however, the precise total cost of providing a product or service is difficult to establish, in which case we will use our professional judgment on the charges to be made for such product or service, which charges may vary from or exceed our direct cost of such product or service. In some situations, we can arrange for ancillary services to be provided by third parties with direct billing to the client. Attached is a copy of our current recharge schedule for expenses and services, which is subject to change from time to time.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, [we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition,] we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

Exhibit A

THE TEXAS LAWYER'S CREED — A Mandate for Professionalism

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other

persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

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City Council

AGENDA ITEM REPORT



To: City Council

Subject: Consideration of a public hearing and possible action on an ordinance approving the proposed Unified Development Code (UDC) ordinance amendment to the Code of Ordinances (2014 Edition, as amended), Chapter 2 Section 10.203, Development Review Process, Section 10.204.2, Effective Date and Expiration, Chapter 3, Section 10.311.9, Swimming Pools and Chapter 4, Section 10.405, Building Setbacks, General Rules. (Ashley Lumpkin)

Meeting: City Council - 05 Nov 2020

Department: Development Services

Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Staff is proposing two changes to the Unified Development Code. The first change is in regards to the plat expiration. Staff is proposing the plat expiration move to 2 years instead of 1 year. In addition to that staff is proposing that the first extension be administrative with a fee. After that first extension, then Planning and Zoning Commission and City Council have to review the request.

The second proposed change is in regards to swimming pools. Staff is proposing to allow swimming pools to be located anywhere except for in any easements.

See attached for the redline of the proposed changes.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended approval unanimously and the City Council approved the first reading, staff recommends a favorable recommendation to City Council.

ATTACHMENTS:

[\(Ord\)UDCAmend\(23\)Full](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2014 EDITION), CHAPTER 16, ARTICLE 16.02 UNIFIED DEVELOPMENT CODE (UDC) CHAPTER 2 SECTION 10.203, DEVELOPMENT REVIEW PROCESS, SECTION 10.204.2, EFFECTIVE DATE AND EXPIRATION, CHAPTER 3, SECTION 10.311.9, SWIMMING POOLS AND CHAPTER 4, SECTION 10.405, BUILDING SETBACKS, GENERAL RULES, ADDING NOTIFICATION LANGUAGE, REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC), incorporating amendments into Chapter 2, Section 10.203, 10.204.2, Chapter 3, Section 10.311.9, and Chapter 4, Section 10.405 and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 6th day of October, 2020, and;

WHEREAS, on the 15th day of October, 2020, after proper notification, the City Council held a public hearing on the proposed amendment, and;

WHEREAS, the City Council determines that the 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 concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

1.

That the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Hutto Unified Development Code (UDC), Chapter 2, Section 10.203, 10.204.2, Chapter 3, Section 10.311.9, and Chapter 4, Section 10.405 is hereby amended to include the changes described in **Exhibit "A"** attached hereto and incorporated herein.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and APPROVED on first reading on this the **15th** day of **October, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this **15th** day of **October, 2020** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Holly Nagy, City Secretary

10.203 Development review process**10.203.1 Applicability**

This section applies in the following areas.

Process	City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Amended plat	Yes	Yes	Yes	Yes
Annexation	No	No	No	Yes
Building permit and certificate of occupancy	Yes	Yes	Yes	No: Williamson County
Certificate of appropriateness	Yes: historic district	Yes: historic district	Yes: historic district	No
Demolition permit	Yes	Yes	Yes	No: Williamson County
Major subdivision	Yes	Yes	Yes	Yes
Plan amendment	Yes	Yes	Yes	Yes
Plan amendment: future land use map	Yes	Yes	Yes	Yes
Planned unit development	Yes	No	Yes; OT-5C only	No
Plat vacation	Yes	Yes	Yes	Yes
Right-of-way construction permit	Yes	Yes	Yes	No
Right-of-way vacation	Yes	Yes	Yes	Yes
Short form subdivision	Yes	Yes	Yes	Yes
Sign permit	Yes	Yes	Yes	Yes
Site plan review	Yes	Yes	Yes	No
Site plan: initial	Yes	Yes	Yes	No
Special exception	Yes	No: see Chapter 5	No: see Chapter 5	No
Street name change	Yes	Yes	Yes	Yes
UDC amendment	n/a	n/a	n/a	n/a
Variance	Yes	Yes	Yes	Yes: subdivisions
Zoning map amendment	Yes	Yes	Yes	No

The following is a general review structure for this Section:

Type of: Application / Permit / Request	Planning	Engineering	Building	HPC	PZ	CC	ZBA
Administrative interpretation	Issued	Issued	Issued				A ***
Amended plat	RV/D	RV *			R	D	
Annexation	RV *					D	
Appeals: all						Bldg codes, CoA, Sign variance	Administrative decision and interpretations
Building code interpretation			RV/D			A	
Building plan review—residential/commercial: new construction			RV/D				
Building plan review—residential/commercial: Remodel			RV/D				
Building plan review—residential/commercial: Repair			RV/D				



Type of: Application / Permit / Request	Planning	Engineering	Building	HPC	PZ	CC	ZBA
Building plan review— residential/commercial: Addition			RV/D				
Building permit — residential/commercial: new construction (incl. inspections)			I/D				
Building permit — residential/commercial: remodel (incl. inspections)			I/D				
Building permit — residential/commercial: repair (incl. inspections)			I/D				
Building permit — residential/commercial: addition (incl. inspections)			I/D				
Certificate of appropriateness	RV		RV	D		A	
Certificate of occupancy/tenant change			I/D				
Comprehensive plan amendment	RV	RV		R ^{††}	R	D	
Comprehensive plan land use map amendment	RV				R	D	
Conditional certificate of completion (commercial)			RV/I/D				
Delay request (waiver of rights) for plats	RV/D						
Demolition permit: residential/commercial			I/D	D **			
Development agreement	RV/D					D	
Development assessment (subdivision)	RV/D	RV					
Drainage easement vacation	RV	RV				D	
Hot tub/spa permit (incl. insp.)			D				
HUD code manufactured home permit			D				
HVAC permit			D				
Irrigation permit (incl. insp.)/landscape irrigation			D				
Legal lot determination letter	D						
Major subdivision: prelim & final plat	RV	RV			R	D	
Minor Modification – FBC zoning district	RV†††				R	D	
Minor Modification – OT zoning district	RV†††				D	A	
Minor (short form) subdivision: final plat	RV	RV			R	D	
Move-in (modular structure) permit			D				
Plat Vacation	RV	RV			R	D	
Public utility easement vacation (PUE)	RV	RV				D	
Recordation processing (final plat)	RV/D						
Right-of-way (ROW) construction permit		D					
Right-of-way (ROW) vacation	RV	RV				D	
Sign master plan	RV		RV		R	D	
Sign permit	RV		RV/D				
Site plan review (incl. inspections)	RV	RV	RV/D				
Form Based Code amendment	RV				R	D	
Specific use permit (incl. amendment)	RV		RV		R	D	
Street name change	RV					D	
Subdivision improvements		RV/I/D				Acceptance	

Type of: Application / Permit / Request	Planning	Engineering	Building	HPC	PZ	CC	ZBA
construction plan review & inspection							
Subdivision plat approval extension	RVD****	RV			R****	D****	
Temporary job/construction trailer			D				
Temporary use permit			D	**			
Tree removal permit (protected trees)	RV		RV/D			D	
Variance (sign) – Sign	RV		RV		D	A	
Variance (zoning) – Site design	RV						D ***
Variance (zoning) – FBC and OT zoning districts	RV						D ***
Variance (subdivision) – Subdivision	RV				R	D	
Water heater permit			I/D				
Water softener permit			I/D				
UDC amendment	RV				R	D	
Zoning change request	RV				R	D	
Zoning change request – PUD	RV	RV			R	D	
Zoning change request – Form Based Code	RV	RV			R	D	
Zoning map amendment	RV				R	D	
Zoning verification letter	D						

A=Appeal D=Decision I=Inspection R=Recommendation RV=Review

* = If there are public improvements on site

** = If structure is within the 1911 historic district the HPC makes final decision

*** = Appeals to ZBA are made to District Court

**** = Planning Staff can administratively approve the first extension, second extension requires City Council approval

† = Includes review for services by: City Engineer, Public Works, Police

†† = If amendment to Comprehensive Plan/GGP affects the Historic District

††† = See Section 10.203.9 for administrative approval requirements

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10.203.2 Amended plat

Subdivision standards are detailed in Chapter 6 (Subdivision standards).

10.203.2.1 Intent

An amended plat is required for error correction on a recorded plat, boundary changes between adjacent lots where no new lots would be created; and lot consolidation between two or more lots, where an entire plat will not be vacated.

10.203.2.2 Applicability

The amended plat process is used for the following in the city and its extraterritorial jurisdiction:

- Adjust or relocate the boundary or lot lines between one or more adjacent lots on an approved plat, where the number of lots will not increase.
- Join two or more adjacent lots on an approved plat, where the entire plat will not be vacated.
- Correct an error or omission on an approved plat.
- Show monuments set after death, disability, or retirement from practice of the engineer or surveyor charged with responsibilities for setting monuments.
- Show the proper location or character of monuments that have been changed in location, character, or shown incorrectly on an approved plat.

"Quitclaiming" land to adjacent property owners without approval through a formal subdivision review process is prohibited.

10.203.7.3.2.10 a non-binding schedule for the entire development (or for each phase, if it is to be developed by phases), which shall show generally how the applicant will complete the project containing the following information:

1. The proposed order of construction by section delineated on the Regulating Plan;
2. The proposed schedule for construction of improvements to open space areas; and
3. The proposed schedule for the installation of required public streets, utilities improvements and the dedication of public rights-of-way and/or easements.

10.203.7.3.3 Site Plan Requirements: A Site Plan meeting the requirements of this District, approved TFP and Regulating Plan shall be approved prior to building permit issuance for all non single-family residential development within the District. Applications for Site Plans shall meet the submittal requirements in Section 10.203.19 in addition to the standards in this District.

10.203.7.3.3.1. The Planning Director or designee may approve minor changes to a previously approved Regulating Plan or Site Plan with the applicant's written justification for such changes. Any significant changes to and deviations from approved plans shall be regarded as an amendment to that particular plan and may be reviewed by the Director of Development Services or designee and processed per the standards established in this District. The Director of Development Services or designee shall make the determination as to whether a proposed change is minor or significant, based upon consideration of the following facts:

1. Whether the proposed change substantially alters the arrangement of component transect zones, buildings or changes the use of building space designated on the Regulating Plan;
2. Whether there is an increase in the number of residential dwelling units beyond the threshold established in the approved TFP or Regulating Plan;
3. Whether the proposed change substantially alters vehicular circulation or the placement/ arrangement of parking areas; or
4. Whether the proposed change will reduce or lessen the effectiveness of open space, landscape buffers, and edges.

10.203.7.3.4 Plot Plan Requirements: All single-family development shall refer to the development application.

10.203.8 Major subdivision (requiring both preliminary and final plat)

Subdivision standards are detailed in Chapter 6 (Subdivision standards).

10.203.8.1 Intent

A major subdivision permits the division of a parcel into two or more lots and/or tracts where public improvements such as streets will be required.

10.203.8.2 Applicability

The major subdivision process is used to subdivide legal lots, if the subdivision is not eligible for the short form subdivision (minor subdivision) process in Section 10.203.17. A Subdivision Plat is required under Section 212.004 of the Texas Local Government Code.

10.203.8.3 Criteria

Major subdivision requests are evaluated using all the following criteria:

- The newly created parcels will meet minimum lot size standards. For uses with a significant public benefit, such as a fire station, City Council may waive the minimum lot size and minimum lot width standards if the proposed use meets minimum setbacks and sewage disposal standards.

- The newly created parcels meet minimum access standards.
- The subdivision does not "cut away" a non-conforming use from an adjacent lot to increase its lifespan.
- The subdivision is compatible with existing and permitted land uses in the surrounding area.
- The subdivision preserves and/or enhances the character of Hutto.
- A conceptual plan or preliminary plat is approved for the parcel, if applicable.

10.203.8.4 Process

Refer to development application.

10.203.8.5 Conditions

The Planning and Zoning Commission and/or City Council may impose conditions on a major subdivision.

10.203.8.6 Extension

The Planning Department may grant a 1-year extension on the plat expiration. After the first extension, the Planning and Zoning Commission and City Council may grant ~~up to two~~ a second 1-year extensions of the expiration date for major subdivisions.

10.203.9 Minor Modification

10.203.9.1 FBC Form Based Code

Minor Modification requirements are detailed above in section 10.203.7.3.2.3

10.203.9.2 OT Old Town

10.203.9.2.1 Definition

A minor modification shall be a small modification to any established standard that still meets the purpose and intent of the District but is needed to address a site specific condition or context.

10.203.9.2.2 Approval Authority

10.203.9.2.1.1 Staff Approval: Any minor modification that is 10% or less of a numerical standard shall be reviewed and approved by the Planning Director or designee.

10.203.9.2.1.2 Planning and Zoning Commission Approval: All other types of minor modifications, such as use, shall be considered by the Planning and Zoning Commission (PZ) subject to the criteria below. PZ may impose conditions on a minor modification.

Minor Modification Criteria (shall meet all the criteria below):

- The proposed use will not generate traffic levels that are higher than the adjacent roadways are designed for;
- The proposed use will not disturb nearby uses with excessive noise, lighting, or obnoxious odors;
- For new construction and redevelopment, the densities proposed and scale of the building will not conflict with that of the surrounding area;
- The proposed building and use meets the Purpose and Intent of this District, the Old Town Hutto Master Plan, and Building Design and Architectural Standards, and other adopted city policies;

10.203.25.3 Criteria

Zoning map amendment requests are evaluated using the following criteria:

- The proposed zoning is consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans.
- The proposed zoning is compatible with existing and permitted uses on properties in the neighborhood.
- Conditions in the neighborhood have changed to the extent the proposed zoning is necessary.
- The proposed zoning does not have an adverse impact on surrounding properties or the natural environment.
- The proposed zoning corrects a clerical or administrative error on the zoning map.
- The proposed zoning results in a logical and orderly development pattern.
- The proposed zoning is not merely intended to confer an economic benefit to the property owner.
- The site is a legal building lot.

Rezoning of a small parcel, intended to confer a benefit to the property owner by permitting land uses not available to, and possibly incompatible with and detrimental to surrounding properties, is prohibited.

10.203.25.4 Process

- Refer to development application.

10.203.25.5 Conditions

The Planning and Zoning Commission and/or City Council may impose conditions on a zoning map amendment. Conditional zoning or contract zoning, where the permitted land use for a lot is restricted to the use the rezoning was sought, is prohibited.

10.204 Vested development rights

10.204.1 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town Zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	Yes

10.204.2 Effective date and expiration

Vested development right establishment and expiration dates are as follows.

Process	Date Granted	Permit Expiration
Building permit	Date of complete application submittal	180 days
Certificate of appropriateness	Date of approval by Historic Preservation Commission	180 days
Final plat	Date of approval by City Council	2 years <u>1-year</u> , unless recorded, fiscal surety has been posted, and/or extension has been granted. <u>1-year extension allowed administratively, then City Council approval required.</u>



Chapter 2 Administration		§10.204 Vested development rights
Preliminary plat	Date of approval by City Council	1 year, unless final plat has been filed and/or extension has been granted.



incidental to a residential host structure. This term excludes accessory dwelling units.

10.311.7.2 Permitted locations

Residential accessory structures are permitted as an accessory use to a residential use in all districts and transect zones.

10.311.7.3 Conditions

- Residential accessory structures cannot be the primary structure on a lot.
- Accessory structures cannot have separate electrical meters or kitchen facilities.
- Accessory structures at least 200 sq. ft. must be designed so they are architecturally integrated with the host structure through building materials, architectural elements, color, roof pitch and roofing materials.
- Pre-engineered metal buildings, metal carports, shipping containers and structures based on containers cannot be used as accessory structures.

Placement and bulk standards for accessory structures are in Chapter 4 (Site design standards).

10.311.8 Satellite dish

10.311.8.1 Definition

Satellite dish: earth station antenna at least 2 ft. in diameter, used for satellite communication services.

10.311.8.2 Permitted locations

- Satellite dishes no more than 6 ft. tall, and no more than 10 ft. in diameter, used for audio and video reception and high-speed Internet access at residences, or day-to-day operation of a business or service on the property, are permitted by right in all districts and transect zones.
- Satellite dishes at least 6 ft. tall or at least 10 ft. in diameter, used in day-to-day operation of a business or service on the property, are permitted by right in the B-2 and LI districts.

10.311.8.3 Conditions

- Satellite dishes must be placed outside of the front yard, and behind the front of the house or main building, at least 10 ft. from interior and rear property lines.
- Structural bases of satellite dishes must be screened from public view and from adjoining properties by walls, fences, buildings, and/or landscape at least 6 ft. high.
- Wires and cables connected to the dish or supporting structures must be placed underground, except fires and cables flush with the surface of a building or the dish structure.
- Satellite dishes cannot have advertising or highly reflective surfaces that are visible from adjacent properties or the public right-of-way.

These standards do not apply to small (no more than 2 ft. in diameter) DBS (Dish Network, DirecTV), satellite internet, and similar dishes.

10.311.9 Swimming pool

10.311.9.1 Definition

Swimming pool: manmade water body designed for swimming and bathing. The term excludes wading pools (no more than 30 in. deep), spas and hot tubs, or pool sales.

10.311.9.2 Permitted locations

- Swimming pools shall not encroach any easements.
- Swimming pools are permitted as an accessory use in the REC, SF-R, SF-1, SF-2, MF, MH, B-1, and B-2 districts, and are permitted by special use permit in the LI district.
- Swimming pools are permitted by right as an accessory use in all transect zones.

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10.311.9.3 Conditions

Swimming pool areas must be enclosed by a screen or a fence 4 ft. - 6 ft. tall. Gates leading to the pool area from the street or adjacent properties must be self-latching to prevent uncontrolled access.

Pool placement and fence design standards are in Chapter 4 (Site design standards).

10.311.10 Vending machine

10.311.10.1 Definition

Vending machine: machine with a footprint of at least 4 sq. ft. located outside of an enclosed building, which dispenses products stored in the machine by insertion of cash, credit or debit card, tokens or similar objects. Newspaper boxes are not considered vending machines.

10.311.10.2 Permitted locations

- Vending machines are permitted by right in the B-1, B-2, LI, I, and REC districts.
- Vending machines are permitted by right in the T-5, OT-5C, and SD-A transect zones.
- Vending machines located inside an enclosed building are not regulated by this section.

10.311.10.3 Conditions

- One vending machine per 5,000 sq. ft. of host structure GFA is permitted on a site, with a maximum of ten vending machines for a property.
- Vending machines cannot obstruct pedestrian or vehicular circulation, or be located in public rights-of-way, required building setbacks, landscape areas, areas in front of the primary building on the site, drive aisles, required parking spaces, fire lanes, loading zones, or other locations that may be unsafe or create a condition detrimental to surrounding land uses and developments.
- Vending machines must be at least 100 ft. from residential zoning districts. Vending machines on sites next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments cannot have audible alerts or messages, and must be positioned so illuminated parts face away from residential and lodging uses.
- Illumination and electronic displays for a vending machine must be static, with no animation or intermittent lighting, intentional or not.

10.311.11 Wireless facility

Those most likely to refer to wireless facility are zoning and leasing consultants and RF engineers representing wireless service providers. Most other land use standards are not germane to their site selection process. For ease of reference and reproduction, the design criteria for wireless facilities are included here instead of the use specific design rules in Section 10.411.

10.311.11.1 Intent

To accommodate wireless communication needs of Hutto residents, businesses and visitors, while protecting the city's public health, safety, general welfare and visual environment, these standards for wireless facilities are established to:

- Enhance the ability to provide wireless services to city residents, businesses and visitors.
- Protect the city's environmental resources and visual environment from the potential adverse visual effects of wireless facility development, through careful design and siting standards.
- Reduce the number of towers needed to provide communications services, by requiring placement of new facilities on existing structures wherever possible, and requiring co-location of wireless providers on existing and new towers.
- Use performance standards and incentives to promote the location of wireless facilities on concealed structures and existing buildings and towers.

10.404 Lot dimensions and area

Required lot dimensions and area are:

	Zoning district										
	SF-R	SF-1	SF-1 alley load, cul-de-sac or detached garage	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I
Lot area (min)	87,120 sq. ft. (2 ac)	7,800 sq. ft.	5,500 sq. ft.	5,000 sq. ft.	4,500 sq. ft.	4,500 sq. ft.	20,000sq.ft.	217,800 sq. ft. (5 a c)	43,560 sq. ft. (1 ac)	43,560 sq. ft. (1 ac)	87,120 sq. ft. (2ac)
Lot width at building line (min)	200 ft.	60 ft.	50 ft.	45 ft.	45 ft.	45 ft.	100 ft.	200 ft.	100 ft.	100 ft.	200 ft.

- Flag lots must have at least 50 ft. frontage along a public right-of-way.
- Width to depth ratio of lots for single household and two household dwelling developments shall be at least 1:3, as determined by the smallest rectangle enclosing the extreme limits of the lot.
- Within a townhouse development, internal lots for the purpose of individual ownership of dwellings with undivided interest in the common areas and facilities may be less than 4,500 square feet in area and have a lot width less than 45 feet.

Lot configuration standards, governing the arrangement of lots in a subdivision, are in Section 10.202.2.

10.405 Building envelope**10.405.1 General**

If there is a conflict among the setback and landscape/bufferyard standards in this code when applied to a certain site, the more restrictive standards will apply.

10.405.2 Primary and accessory structures

Default bulk standards for primary and accessory structures are as follows:

	Zoning district									
	SF-R	SF-1	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I
Front yard (min)	50 ft.	25 ft.	15 ft.	15 ft.	20 ft.	25 ft.	25 ft. MH site	5 ft.	10 ft.	25 ft.
Front yard on loop lane (min)	n/a	15 ft.	10 ft.	10 ft.	n/a	n/a	n/a	n/a	n/a	n/a
Front yard: garage door (min)	50 ft.; 40 ft. side load	25 ft.; 20 ft. side load	25 ft.; 20 ft. side load	25 ft.; 20 ft. side load	25 ft.	25 ft.	n/a	20 ft.	25 ft.	25 ft.

	Zoning district									
	SF-R	SF-1	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I
Side yard (min)	20 ft.	5 ft.	0 ft. one side, 12 ft. other	5 ft.	5 ft.; 0 ft. for common walls	15 ft.	25 ft. MH site	0 ft. for common walls or 10 ft.; from * SF-R:20 ft., SF-1:20 ft., SF-2:10 ft.	0 ft. for common walls or 10 ft.; from * SF-R:30 ft., SF-1:30 ft., SF-2:20 ft.	0 ft. for common walls or 10 ft.; from * SF-R:30 ft., SF-1:30 ft., SF-2:30 ft., MF:30 ft., MH:30 ft. or building height
Rear yard (min)	50 ft.	20 ft.	10 ft.	20 ft. (house and garage)	20 ft.	25 ft.	25 ft. MH site	25 ft.; from * SF-R:20 ft., SF-1:20 ft., SF-2:10 ft. or building height	25 ft.; from * SF-R:30 ft., SF-1:30 ft., SF-2:20 ft. or building height	25 ft.; from * SF-R:30 ft., SF-1:30 ft., SF-2:30 ft., MF:30 ft., MH:30 ft.
Side and rear yard for accessory building (min)	20 ft.	5 ft.	5 ft.	5 ft.	5 ft.; 0 ft. for common walls	15 ft.	25 ft. MH site	Same as main building	Same as main building	Same as main building
Spacing between buildings (min)	n/a	n/a	n/a	n/a	n/a	20 ft.	15 ft.	0 ft. for common walls or 20 ft.	0 ft. for common walls or 50% height of taller building, but at least 20 ft.	0 ft. for common walls or 50% height of taller building, but at least 20 ft.
Building height (max)	45 ft. / 3 stories	35 ft. / 2.5 stories	35 ft. / 2.5 stories	35 ft. / 2.5 stories	35 ft. / 3 stories	35 feet; 45 feet along Freeways, Arterials, and Major Non- Residential Collectors	1 story	35 feet	45 feet	45 feet
Building height, accessory (max)	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	1 story	15 ft.	15 ft.	15 ft.

	Zoning district									
	SF-R	SF-1	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I
• Accessory structures are prohibited between the front building line of the primary building and the public right-of-way. • The cumulative gross floor area of all accessory structures on the site may be no more than 25% of the yard where they are located. • Accessory structures must be placed at least 10 ft. or a distance equivalent to their height from primary structures on a site, whatever is lesser. • Building permitting and setback standards do not apply to accessory structures no more than 200 sq. ft. • <u>Swimming pools shall not encroach any easements.</u> * Bufferyard standards (Section 10.403.6) may affect setbacks.										

Illustrations of setbacks and yards for various lot and building configurations are included in Section 10.202.2.

10.405.3 Riparian setbacks

Minimum structural setbacks from riparian areas (edge of 100-year floodplain or delineated wetlands) are:

- Watercourses draining an area at least 0.5 square mile and having a defined bed and bank, designated 100 year flood plains, and Category 3 wetlands: 25 ft.
- Watercourses draining an area of 0.5-20 square miles, and Category 2 wetlands: 75 ft.
- Watercourses draining an area of greater than 20 square miles, and Category 1 wetlands: 125 ft.

10.405.4 Swimming pools and spas

Bulk standards for swimming pools and spas are:

- Edge of in-ground or above ground pool, and in-ground spas:
 - Must be located at least 3 ft. from any freestanding structure, and at least 5 ft. from all side and rear lot lines;
 - May not be located within a utility easement; and
 - Must be placed in a rear or side yard.
- Edge of concrete deck:
 - Must be located at least 5 ft. from all side and rear lot lines;
 - May not be located within a utility easement; and
 - Must be placed in a rear or side yard.
- Edge of wood pool deck:
 - Same as for accessory structure in underlying zoning district.

General standards for pools are in Section 10.311.9.

City Council

AGENDA ITEM REPORT



To:

Subject: Consideration and possible action approving the Administrative and Professional Services Agreement between the City of Hutto, Texas and the City of Hutto Economic Development Corporation, Type 4B and directing the City Manager to execute same.

Meeting: City Council - 05 Nov 2020

Department: Legal

Staff Contact:

BACKGROUND INFORMATION:

AIR-20-395 An agreement regarding administrative services needed by the EDC from the City.

FINANCIAL IMPACT:

The City shall provide the corporation with an accounting of the Corporation's share of administrative services per quarter. The Corporation shall have fifteen (15) business days to agree or object to each quarterly accounting. The Corporation hereby authorizes the City to transfer funds on a quarterly basis from the Corporation's accounts to the City's accounts to cover all undisputed amounts from the previous quarter owed to the City under this Agreement. If an item is disputed, the Corporation does not authorize the City to transfer funds for disputed amounts until the parties are able to reconcile and agree upon an authorized amount.

ATTACHMENTS:

[Hutto Resolution Admin Services EDC 4B](#)

[ADMINISTRATIVE PROFESSIONAL SERVICES AGREEMENT 102820](#)

RESOLUTION NO. 2020-103

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER OR INTERIM CITY MANAGER TO EXECUTE THE ADMINISTRATIVE AND PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND THE CITY OF HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE 4B ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize the City Manager to execute the Administrative and Professional Services Agreement between the City of Hutto, Texas and the City of Hutto Economic Development Corporation, Type 4B, on behalf of the City

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves and authorizes the City Manager to execute the Administrative and Professional Services Agreement between the City of Hutto, Texas and the City of Hutto Economic Development Corporation, Type 4B, a copy is attached as Exhibit "A".

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

RESOLVED this 5th day of November, 2020.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

**ADMINISTRATIVE AND PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF HUTTO, TEXAS AND THE CITY OF HUTTO ECONOMIC
DEVELOPMENT CORPORATION, TYPE 4B**

WHEREAS, this “Administrative and Professional Services Agreement” (the “Agreement”) is entered into by and between the City of Hutto, Texas, a home-rule municipality located in Williamson County, Texas (the “City”) and the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation (the “Corporation”) (together, the “Parties”) and is effective on the date last signed by the Parties; and

WHEREAS, the City and the Corporation have joint and mutual interests in the economic development of the City of Hutto; and

WHEREAS, pursuant to The Texas Development Corporation Act, Texas Local Government Code Chapters 501, 502, and 505 (the “Act”), the City created the Corporation and collects, on behalf of the Corporation, a sales and use tax, a portion of which is to be used by the Corporation to pay for administrative and professional services performed in aid of the Corporation; and

WHEREAS, Section 501.055(a) of the Texas Local Government Code defines the Corporation as a constituted authority or instrumentality of the City created to act on behalf of the City as specifically authorized by law; and

WHEREAS, the statutory purpose of the Corporation is to carry out an individual industrial development program or objective; or assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified in the Act; and

WHEREAS, due to the joint and mutual interests held by the City and the Corporation, the Corporation further desires to continue to utilize certain administrative services of the City in furtherance of its work and the projects it undertakes; and

WHEREAS, entering into this Agreement builds cooperation between the City and the Corporation, eliminates duplication, promotes economy, and ensures the efficient use of the sales tax revenues the Corporation receives; and

WHEREAS, the City, in aid of the Corporation has, and continues to, support the Corporation by entering into agreements to provide the necessary administrative and professional services in aid to, and in support of the Corporation; and

WHEREAS, the Corporation desires to continue use of the services and support the City staff provides the Corporation in furtherance of its work while eliminating duplication and promoting economy and efficiency in the use of the additional sales tax revenues it receives; and

WHEREAS, the City has evaluated the Corporation’s request and finds that it serves a public purpose, saves public tax dollars, and instills cooperation and collaboration to aid and

City of Hutto
EDC, Type 4B Admin Services

November 2020

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support the Corporation by providing the requested assistance; and

WHEREAS, the City and the Corporation have determined that providing the administrative and professional services requested by the Corporation will be mutually beneficial to the City and the Corporation, will promote local economic development, and will stimulate business and commercial activity within the City, all in furtherance of the purposes of the Corporation; and

WHEREAS, the City and the Corporation acknowledge that Section 501.007 of the Texas Local Government Code prohibits the City from lending its credit or granting any public money or thing of value in aid of the Corporation, requiring the Corporation to reimburse the City for certain aid and support; and

WHEREAS, the City has evaluated the proportionate costs associated with providing the comprehensive services requested by the Corporation; and

WHEREAS, the City has determined that it would be a direct benefit to the citizens of Hutto and enhance the economic development of the community for the City to provide such services in support of the Corporation;

NOW THEREFORE, the City and the Corporation, in consideration of the mutual covenants and agreements contained herein, do hereby agree as follows:

1. The Corporation will furnish and perform those administrative services for fulfillment of the Agreement as identified in the Scope of Services attached hereto as **Exhibit A**.
2. The City and Corporation acknowledge that from time to time conflicts between a City employee's primary responsibilities to the City and requests for services from the Corporation may arise. The City and the Corporation encourage employees to bring conflicts to the attention of the City Manager, who shall consult with the Corporation President as necessary to prioritize demands and resolve any conflicts.
3. Consideration After having reasonably estimated the amount of time City employees are anticipated to spend performing services for and on behalf of the Corporation during the term of this Agreement, the parties have agreed that Corporation will pay the City for its share of the administrative and professional services listed in **Exhibit A** in an amount not to exceed the amount annually budgeted for these items in the Corporation's approved fiscal year budget, except any item specifically listed as being a separate expense. If the Corporation desires to continue using the services as the budgeted limit is approached, the Corporation will amend its fiscal year budget. Such payment is predicated on the approval of the budget by both the Corporation's Board of Directors and the City Council and is contingent upon such amount being collected in sales and use tax dollars for the fiscal year. In addition, the Corporation shall pay the City for all items that incur a separate expense.
4. Payment Procedures The City shall provide the corporation with an accounting of the

City of Hutto
EDC, Type 4B Admin Services

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Corporation's share of administrative services per quarter. The Corporation shall have fifteen (15) business days to agree or object to each quarterly accounting. The Corporation hereby authorizes the City to transfer funds on a quarterly basis from the Corporation's accounts to the City's accounts to cover all undisputed amounts from the previous quarter owed to the City under this Agreement. If an item is disputed, the Corporation does not authorize the City to transfer funds for disputed amounts until the parties are able to reconcile and agree upon an authorized amount.

5. Term The term of this Agreement shall be for one (1) year commencing on the date last signed by the Parties, subject to the terms of this Agreement, the Bylaws of the Corporation and state law. Provided, further, either party may terminate this Agreement by giving thirty (30) days advance written notice thereof to the other. All payment obligations within this Agreement shall survive termination if not paid in full prior to the termination date.

The City and Corporation may mutually extend this Agreement, at any time, under its current terms or renegotiate a contract containing additional or different terms so long as done so in a writing executed by the Parties.

6. Right to Hire Third Parties Corporation specifically reserves the right to hire third parties to perform any or all of the services described herein.

7. Notice All notices and communications regarding the terms of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

City of Hutto
Attention: City Manager
500 W. Live Oak St.
Hutto, TX 78634

Hutto Economic Development Corporation
Attention: President, Board of Directors
500 W. Live Oak St.
Hutto, TX 78634

with copies to:

Dotti Palumbo
City Attorney
The Bojorquez Law Firm
11675 Jollyville Rd, Ste 300
Austin, TX 78759

George E. Hyde
General Counsel
Russell Rodriguez Hyde Bullock LLP
1633 Williams Dr., Bldg. 2, Ste 200
Georgetown, TX 78628

Either party may designate a different address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

8. Parties in Interest This Agreement shall be for the sole and exclusive benefit of the City and the Corporation and shall not be construed to confer any benefit or right upon any other parties.

City of Hutto
EDC, Type 4B Admin Services

November 2020
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9. Severability In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

10. Entire Agreement This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

11. **INDEMNIFICATION AND HOLD HARMLESS**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CORPORATION SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS THE CITY AND EACH OF ITS RESPECTIVE AGENTS AND EMPLOYEES, FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, FINES, PENALTIES, LOSSES, LIENS, CAUSES OF ACTION, COSTS, AND EXPENSES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM (IN WHOLE OR IN PART), (1) THE SERVICES OR WORK PERFORMED HEREUNDER, (2) THIS AGREEMENT, OR (3) ANY ACT OR OMISSION OF THE CITY AND EACH OF ITS RESPECTIVE AGENTS AND EMPLOYEES, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CITY, OR ANYONE THAT THE CORPORATION CONTROLS OR EXERCISES CONTROL OVER. CITY SHALL PROMPTLY ADVISE THE CORPORATION IN WRITING OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION AS TO WHICH THIS INDEMNIFICATION MAY APPLY, AND THE CORPORATION, AT ITS EXPENSE, SHALL REIMBURSE CITY ON DEMAND ANY AND ALL COSTS AS DESCRIBED HEREIN EXPENDED IN CONNECTION WITH SUCH MATTER. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

12. Miscellaneous Provisions

(a) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

(b) This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

(c) This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Williamson County, Texas.

City of Hutto
EDC, Type 4B Admin Services

November 2020
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**APPROVED BY THE CITY OF HUTTO ECONOMIC DEVELOPMENT CORPOATION,
TYPE 4B dba HUTTO COMMUNITY DEVELOPMENT CORPORATION,** in its special
meeting held on the 21st day of September 2020 and executed by its authorized representative.

CITY OF HUTTO 4B CORPORATION

Steven R. Harris, Chairman

ATTEST

Lucas Evans, Secretary

APPROVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, in its meeting held on the ___th day of _____ 2020 and executed by its authorized representative

CITY OF HUTTO, TEXAS

Warren Hutmacher
City Manager

ATTEST

Holly Nagy, City Secretary

EXHIBIT A
Scope of Services*

Staff – Corporation’s staff will be employees of City. The cost of the staff including wages, vacation pay, sick pay, overtime, workers compensation, social security, retirement, all taxes, health and dental benefits, and unemployment insurance will be a separate expense to Corporation.

Legal - The Corporation retains separate legal counsel and any use of outside legal counsel for specialized needs, including bond counsel, as a separate expense to Corporation.

Financial - City will administer Corporation’s accounts, expenditures, deposits, investment of funds and accounts, and provide certain other financial services for Corporation, including annual preparation of budget and forecast, and issuance and payment of debt. The cost associated with the above financial services will be included. Financial advisory services associated with bond sales and other financing vehicles, arbitrage fees and consulting services for the calculation of any amounts due, as required by the IRS, are a separate expense to Corporation.

Audit – Corporation’s books, records, accounts and financial statements and all other financial activities for the previous fiscal year shall be audited at least once each financial year by an outside, independent, certified public accounting firm selected by the City Council. The expense of the audit will be included in the administrative services paid by the Corporation to the City. The cost of any compliance audits for grant or incentive agreements will be a separate expense to Corporation.

Human Resources - City will provide to Corporation human resource services that include hiring, development, and retention of employees, coaching and counseling services to supervisors and employees, and assistance with benefits, performance appraisals, policies and procedures, workers compensation, and other services. The cost of these services will be included in the administrative and professional services paid by the Corporation to the City.

Information Technology - City will maintain and provide support to Corporation’s network, hardware, software, wired and wireless networks, as well as the telephone system. New and replacement computers, software and other IT requirements are a separate expense to Corporation.

Phones - All phone services, including all equipment, utilized by Corporation’s staff will be a separate expense to Corporation.

Copier - City will procure copier services. The cost associated with the Corporation’s share of these resources will be included in the administrative and professional services paid by the Corporation to the City.

City Secretary - The City Secretary will post meeting notices and other public notices for City Council meetings that pertain to Corporation, retain records, process public information requests and review disposition of records. These services will be included in the administrative and professional services paid by the Corporation to the City.

City Manager - The City Manager will provide review and oversight of City staff utilized by Corporation. This service will be included in the administrative and professional services paid by the Corporation to the City.

ANY ADDITIONAL SERVICE NOT ITEMIZED IN EXHIBIT "A" AS BEING INCLUDED IN THE FLAT FEE SHALL BE AT THE DIRECT EXPENSE OF THE CORPORATION.

City Council

AGENDA ITEM REPORT



To:

Subject: Consideration and possible action on Resolution No. R-2020-102 approving a fee waiver for the Library to forgive fines through November 6, 2020 until December 4, 2020 in support of the Hutto Community Food Pantry. (Jessica McCart)

Meeting: City Council - 05 Nov 2020

Department: Library

Staff Contact: Jessica McCart Library Manager

BACKGROUND INFORMATION:

The Hutto Public Library proposes to collect canned and boxed goods as well as specific toiletries that are not expired during the month of November. The Library proposes that \$1.00 in fines will be removed per item donated unopened.

Fine Forgiveness month helps to bring awareness to the community about the local Food Pantry.

ATTACHMENTS:

[2020 Resolution - Fines Forgiveness Months](#)

RESOLUTION NO. R-2020-102

**A RESOLUTION APPROVING A FEE WAIVER FOR THE LIBRARY
TO FORGIVE FINES DURING THE MONTH OF NOVEMBER IN
SUPPORT OF THE HUTTO COMMUNITY FOOD PANTRY.**

WHEREAS, The Hutto Public Library proposes that Fines Forgiveness Months be held from November 5th through November 30th, 2020; and

WHEREAS, The Hutto Public Library proposes to collect canned and boxed goods as well as specific toiletries that are not expired during the month of November; and

WHEREAS, The Hutto Public Library proposes that \$1.00 in fines will be removed per item donated that is unopened, on the list, and not expired in order to be applied to a patrons fine; and

WHEREAS, Fines Forgiveness Month will help bring awareness to the community about the local Food Pantry; and

WHEREAS, Fines Forgiveness Month will provide an alternative for library patrons who may not be able to pay for their fines via cash or check; and

WHEREAS. No credits will be applied to patron accounts when a patron donates an item. As an example, if a patron owes \$1.50 in fines and donates 2 items, the patron will have the fines forgiven. The library will not credit their account by 50 cents.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby permits the library to recognize November as Fines Forgiveness Month at the Hutto Public Library in support of the local Hutto Community Food Pantry.

RESOLVED on this the ____ day of the month of _____.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action to approve Resolution approving and authorizing the City Manager to execute contract documents with Bell Contractors, Inc. for the Lakeside Estates Lift Station decommissioning project.
Meeting: City Council - 05 Nov 2020
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

AIR-20-402 This item is to allow the City Manager to execute contract documents with Bell Contractors for the construction of the Lakeside Estates Lift Station Abandonment project. The agreement is provided for Council review and approval. Bell Contractors are preparing necessary documentation including insurance and bonds prior to executing the agreement.

FINANCIAL IMPACT:

Project cost is \$1,372,489.13 and will be paid by existing funds from 2019 certificate of obligation bonds for water and wastewater improvements.

POLICY IMPLICATIONS:

Project improves wastewater infrastructure and results in an increase in wastewater revenue due to being able to end a wastewater agreement with the City of Pflugerville.

RECOMMENDATION:

Staff recommends approval.

SECTION 00520 AGREEMENT

THIS AGREEMENT is by and between _____ City of Hutto _____ (“Owner”) and
_____ Bell Contractors, Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Hutto
Lakeside Estates Lift Station Abandonment

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by DCS Engineering, LLC., (“Design Professional” or “Engineer”), which is to act as Owner’s representative, assumes all duties and responsibilities, and has the rights and authority assigned to Design Professional and CMT in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within Two Hundred Fifteen (215) days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within Two Hundred Forty-Five (245) days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of

the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **five hundred dollars (\$500)** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **five hundred dollars (\$500)** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work, a lump sum of: \$1,372,489.13

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within thirty (30) days of receiving an approved payment application during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Contractor shall submit payment applications for review seven (7) days prior to the end of the month. Contractor shall only submit one (1) payment application per month.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character

and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent (with the balance being retainage) of cost of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in the General Conditions).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of zero (0) percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by Engineer, because of insufficient time or otherwise, Contractor has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor acknowledges that reports and drawings referred to in Paragraph 8.01.D are not Contract Documents and may not be complete for Contractor's purposes.
- K. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.

6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings consisting of 42 sheets with each sheet bearing the following general title:
City of Hutto
Lakeside Estates Lift Station Abandonment
 8. Addenda (numbers _____ to _____, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Restrictions Regarding Boycotts of Israel*

- A. If the Contractor employs 10 or more full-time employees and the contract has a value of \$100,000 or more, Contractor shall comply with the provisions of Section 2271.002(b), Texas Government Code that the Contractor does not boycott Israel and will not boycott Israel during the term of the contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2020 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Hutto

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership,
or a joint venture, attach evidence of authority
to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

500 W. Live Oak Street

Hutto, Texas 78634

(If Owner is a corporation, attach evidence
of authority to sign. If Owner is a public body,
attach evidence of authority to sign and resolution
or other documents authorizing execution
of this Agreement.)

Agent for service of process:

RESOLUTION NO. 2020-106

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS WITH BELL CONTRACTORS, INC. FOR THE LAKESIDE ESTATES LIFT STATION DECOMMISSIONING PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize the City Manager to execute contract documents with Bell Contractors, Inc. for the Lakeside Estates Lift Station decommissioning project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves and authorizes the City Manager to execute contract documents with Bell Contractors, Inc. for the Lakeside Estates Lift Station decommissioning project, a copy is attached as Exhibit "A".

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

RESOLVED this 5th day of November, 2020.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT



To: City Council

Subject: Consideration and possible action to approve Resolution No. R-2020-107 approving and authorizing the City Manager to execute a cost sharing agreement with Nexus Private Capital for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project.

Meeting: City Council - 05 Nov 2020

Department: Engineering

Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

AIR-20-404 This item is to enter into an agreement with the developer of Covered Bridge regarding cost sharing for mutually beneficial wastewater improvements.

FINANCIAL IMPACT:

Developer will be providing funds to the city in support of the Lakeside Estates Lift Station decommissioning project in proportion to their projected utilization of the capacity of the wastewater infrastructure.

POLICY IMPLICATIONS:

Agreement will provide financial support to the city regarding the wastewater infrastructure improvement project.

RECOMMENDATION:

Staff recommends approval.

**City of Hutto
Offsite Sewer Line**

LUE Allocation to "Sam's Line"

Property	# of LUE's	% of Total	\$ Alloc. \$1,372,500	Consolidated	
Revenue Identified					
Covered Bridge	231	10.9%	\$148,988	\$333,450	24.3%
Church	50	2.3%	\$32,249		
River Walk South	236	11.1%	\$152,213		
No Revenue Identified					
North West Parcel	578	27.2%	\$372,794	\$1,039,050	75.7%
North Parcel	15	0.7%	\$9,675		
Pfeiffer Tract A	79	3.7%	\$50,953		
Pfeiffer Tract B	178	8.4%	\$114,805		
Lakeside Estates	558	26.2%	\$359,894		
Excess Capacity	203	9.5%	\$130,929		
Total*	2,128	100.0%	\$1,372,500	\$1,372,500	100.0%

Stated Capacity: 2,128

Comments

1 Actual bid was \$1,372,497.11

COST SHARING AGREEMENT

This COST SHARING AGREEMENT (this "**Agreement**") is made and entered into as of November _____, 2020 (the "**Effective Date**"), by and between **Developer** and CITY OF HUTTO, TEXAS, a Texas Home-Rule municipal corporation (the "**City**") (collectively referred to herein as the "**Parties**").

RECITALS:

- A. **Developer** is the Developer of certain real property located in the City of Hutto, Williamson County, Texas, intends to develop the property for an _____.
- B. **Developer** has agreed to participate in the installation of an offsite wastewater line for the benefit the City and property Developer such offsite wastewater line being referred to in this Agreement as the "**Improvements**" and described on Exhibit A.
- C. The City and **Developer** desire to set out their agreement with respect to construction and payment of the Improvements;

NOW, THEREFORE, in order to set forth their mutual rights and obligations with respect to the Improvements, the Parties agree as follows:

1. Purpose of the Agreement. The purpose of this Agreement is to set forth the agreement between the Parties with respect to construction of the Improvements (the "**Work**") and **Developer** financial participation in the project.

2. Obligations of Developer

Developer will reimburse the City \$148,988.00 as their contribution to the improvements within 30 days of receipt of invoice from the City.

3. Obligations of the City.

The City shall be responsible for all actual costs of construction and installation of the Work. Actual costs include, but are not limited to, design costs, labor costs, materials costs, engineering costs, legal fees, permits, inspection fees, insurance costs, equipment costs, construction costs, and any other costs actually incurred by The City in the design and construction of the Work.

4. Assignment. **Developer** and the City agree that neither party may assign or transfer any interest in this Agreement without the written consent of the other party; provided, however, that **Developer** may assign its interest in this Agreement to an Affiliate of **Developer**. For purposes of this Agreement, "**Affiliate**" means, with respect to **Developer**, any person or entity who controls, is controlled by, or is under common control with **Developer**.

5. Third Party Beneficiary. It is expressly agreed by the parties that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed made for the benefit of any third party or parties.

6. Headings. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

7. Validity. If any clause or provisions of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

8. Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, each party to such dispute, litigation or other proceeding shall be responsible for payment of its own costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.

9. Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

10. Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN WILLIAMSON COUNTY, TEXAS, WHEREIN THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.**

11. Gender; Plural; Singular; Terms. A reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Agreement as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

12. Exhibits. All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

13. Counterparts, Further Instruments, etc. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. City and Developer shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

14. Entire Agreement. This Agreement, together with the exhibits attached hereto, supersedes all prior agreements between the parties as to the Property, if any, and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by Developer and City or their respective counsel.

15. Facsimile Signatures. A facsimile signature of a party shall be binding on such party to the same extent as an original signature. If this Agreement, or any future amendment to this Agreement, is signed by the parties or a party and delivered by means of facsimile transmission, the parties agree promptly to thereafter exchange original, executed counterparts thereof.

16. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

17. Notices. All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel, and shall be delivered by registered or certified mail, overnight courier service or facsimile transmission, at the addresses set forth below:

If to City: City of Hutto
 Attn: City Manager
 500 West Live Oak Street
 Hutto, Texas 78634
 Email:

With a copy to: Bojorquez Law Firm, PC
 Attn: Alan Bojorquez, City Attorney
 11675 Jollyville Road, Suite 300
 Austin, Texas 78759
 Email: alan@texasmunicipallawyers.com

As to Nexus Private Capital

 Attn: Cort Chalfant

Any such notices shall be either (a) sent by certified mail, return receipt requested, in

which case notice shall be deemed delivered upon deposit, postage prepaid, in the United States Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered upon deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice if the sender receives a machine generated facsimile confirmation containing the facsimile number and time sent and verifying the transmission was completed error free, or (d) sent by personal delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

18. Interested Parties. **Developer** acknowledges that Section 2252.908, Texas Government Code ("Section 2252.908") requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. **Developer** confirms that it has reviewed Section 2252.908 and will 1) complete Form 1295 for the City, using the unique identification number(s) specified on page 1 of this Agreement, and electronically file such forms with the Texas Ethics Commission ("TEC"); and 2) submit a signed and notarized Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the time the Developer executes and submits this Agreement to the City. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This Agreement is not effective until the requirements listed above are satisfied and any approval of this Agreement by the City is expressly made contingent upon **Developer's** compliance with such requirements.

19. Chapter 2270, Texas Government Code. In accordance with Chapter 2270, Texas Government Code, **Developer** hereby represents and warrants that **Developer** does not boycott Israel and will not boycott Israel during the term of the Reimbursement Agreement.

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

21. Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, Texas Government Code, **Developer** warrants, represents, and agrees that Professional is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

22. Reservation of Rights. To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

23. Exactions Roughly Proportional. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 and Section 212.904 of the Texas Local Government Code, arising out of this Agreement. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of*

Tigard, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of platting and concept planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and, in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims.

24. No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

[signature pages immediately follow]

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
COST SHARING AGREEMENT

Executed by the undersigned on the date set forth hereinbelow, to be effective as of _____, 2020.

Developer:

Nexus Private Capital

By: _____

Printed Name: Cort Chalfant

Title: _____

Date: _____

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
COST SHARING AGREEMENT**

Executed by the undersigned on the date set forth hereinbelow, to be effective as of _____, 2020.

CITY:

CITY OF HUTTO, TEXAS, a Texas Home-Rule municipal corporation

By: _____

Printed Name: Warren Hutmacher

Title: City Manager

Date: _____

ATTEST:

Holly Nagy, City Secretary

EXHIBIT A
IMPROVEMENTS

RESOLUTION NO. 2020-107

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A COST SHARING AGREEMENT WITH NEXUS PRIVATE CAPITAL FOR THE INSTALLATION OF AN OFFSITE WASTEWATER LINE RELATED TO THE LAKESIDE ESTATES LIFT STATION DECOMMISSIONING PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize the City Manager to execute a cost sharing agreement with Nexus Private Capital for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves and authorizes the City Manager to execute a cost sharing agreement with Nexus Private Capital for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project, a copy is attached as Exhibit "A".

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

RESOLVED this 5th day of November, 2020.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action to approve Resolution No. R-2020-108 approving and authorizing the City Manager to execute a cost sharing agreement with Harris & Straub, LLC, for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project.
Meeting: City Council - 05 Nov 2020
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

AIR-20-406 This item is to enter into an agreement with the developer of Southgate regarding cost sharing for mutually beneficial wastewater improvements.

FINANCIAL IMPACT:

Developer will be providing funds to the city in support of the Lakeside Estates Lift Station decommissioning project in proportion to their projected utilization of the capacity of the wastewater infrastructure.

POLICY IMPLICATIONS:

Agreement will provide financial support to the city regarding the wastewater infrastructure improvement project.

RECOMMENDATION:

Staff recommends approval.

**City of Hutto
Offsite Sewer Line**

LUE Allocation to "Sam's Line"

Property	# of LUE's	% of Total	\$ Alloc. \$1,372,500	Consolidated	
Revenue Identified					
Covered Bridge	231	10.9%	\$148,988	\$333,450	24.3%
Church	50	2.3%	\$32,249		
River Walk South	236	11.1%	\$152,213		
No Revenue Identified					
North West Parcel	578	27.2%	\$372,794	\$1,039,050	75.7%
North Parcel	15	0.7%	\$9,675		
Pfeiffer Tract A	79	3.7%	\$50,953		
Pfeiffer Tract B	178	8.4%	\$114,805		
Lakeside Estates	558	26.2%	\$359,894		
Excess Capacity	203	9.5%	\$130,929		
Total*	2,128	100.0%	\$1,372,500	\$1,372,500	100.0%

Stated Capacity: 2,128

Comments

1 Actual bid was \$1,372,497.11

COST SHARING AGREEMENT

This COST SHARING AGREEMENT (this "**Agreement**") is made and entered into as of November _____, 2020 (the "**Effective Date**"), by and between **Developer** and CITY OF HUTTO, TEXAS, a Texas Home-Rule municipal corporation (the "**City**") (collectively referred to herein as the "**Parties**").

RECITALS:

- A. **Developer** is the Developer of certain real property located in the City of Hutto, Williamson County, Texas, intends to develop the property for an _____.
- B. **Developer** has agreed to participate in the installation of an offsite wastewater line for the benefit the City and property Developer such offsite wastewater line being referred to in this Agreement as the "**Improvements**" and described on Exhibit A.
- C. The City and **Developer** desire to set out their agreement with respect to construction and payment of the Improvements;

NOW, THEREFORE, in order to set forth their mutual rights and obligations with respect to the Improvements, the Parties agree as follows:

1. Purpose of the Agreement. The purpose of this Agreement is to set forth the agreement between the Parties with respect to construction of the Improvements (the "**Work**") and **Developer** financial participation in the project.

2. Obligations of Developer

Developer will reimburse the City \$152,213.00 as their contribution to the improvements within 30 days of receipt of invoice from the City.

3. Obligations of the City.

The City shall be responsible for all actual costs of construction and installation of the Work. Actual costs include, but are not limited to, design costs, labor costs, materials costs, engineering costs, legal fees, permits, inspection fees, insurance costs, equipment costs, construction costs, and any other costs actually incurred by The City in the design and construction of the Work.

4. Assignment. **Developer** and the City agree that neither party may assign or transfer any interest in this Agreement without the written consent of the other party; provided, however, that **Developer** may assign its interest in this Agreement to an Affiliate of **Developer**. For purposes of this Agreement, "**Affiliate**" means, with respect to **Developer**, any person or entity who controls, is controlled by, or is under common control with **Developer**.

5. Third Party Beneficiary. It is expressly agreed by the parties that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed made for the benefit of any third party or parties.

6. Headings. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

7. Validity. If any clause or provisions of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

8. Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, each party to such dispute, litigation or other proceeding shall be responsible for payment of its own costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.

9. Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

10. Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN WILLIAMSON COUNTY, TEXAS, WHEREIN THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.**

11. Gender; Plural; Singular; Terms. A reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Agreement as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

12. Exhibits. All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

13. Counterparts, Further Instruments, etc. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. City and Developer shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

14. Entire Agreement. This Agreement, together with the exhibits attached hereto, supersedes all prior agreements between the parties as to the Property, if any, and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by Developer and City or their respective counsel.

15. Facsimile Signatures. A facsimile signature of a party shall be binding on such party to the same extent as an original signature. If this Agreement, or any future amendment to this Agreement, is signed by the parties or a party and delivered by means of facsimile transmission, the parties agree promptly to thereafter exchange original, executed counterparts thereof.

16. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

17. Notices. All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel, and shall be delivered by registered or certified mail, overnight courier service or facsimile transmission, at the addresses set forth below:

If to City: City of Hutto
 Attn: City Manager
 500 West Live Oak Street
 Hutto, Texas 78634
 Email:

With a copy to: Bojorquez Law Firm, PC
 Attn: Alan Bojorquez, City Attorney
 11675 Jollyville Road, Suite 300
 Austin, Texas 78759
 Email: alan@texasmunicipallawyers.com

As to Harris & Straub, LLC

 Attn: Joe Straub

Any such notices shall be either (a) sent by certified mail, return receipt requested, in

which case notice shall be deemed delivered upon deposit, postage prepaid, in the United States Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered upon deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice if the sender receives a machine generated facsimile confirmation containing the facsimile number and time sent and verifying the transmission was completed error free, or (d) sent by personal delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

18. Interested Parties. **Developer** acknowledges that Section 2252.908, Texas Government Code ("Section 2252.908") requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. **Developer** confirms that it has reviewed Section 2252.908 and will 1) complete Form 1295 for the City, using the unique identification number(s) specified on page 1 of this Agreement, and electronically file such forms with the Texas Ethics Commission ("TEC"); and 2) submit a signed and notarized Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the time the Developer executes and submits this Agreement to the City. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This Agreement is not effective until the requirements listed above are satisfied and any approval of this Agreement by the City is expressly made contingent upon **Developer's** compliance with such requirements.

19. Chapter 2270, Texas Government Code. In accordance with Chapter 2270, Texas Government Code, **Developer** hereby represents and warrants that **Developer** does not boycott Israel and will not boycott Israel during the term of the Reimbursement Agreement.

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

21. Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, Texas Government Code, **Developer** warrants, represents, and agrees that Professional is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

22. Reservation of Rights. To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

23. Exactions Roughly Proportional. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 and Section 212.904 of the Texas Local Government Code, arising out of this Agreement. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of*

Tigard, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of platting and concept planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and, in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims.

24. No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

[signature pages immediately follow]

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
COST SHARING AGREEMENT

Executed by the undersigned on the date set forth hereinbelow, to be effective as of _____, 2020.

Developer:

Harris & Straub LLC

By: _____

Printed Name: Joe Straub

Title: _____

Date: _____

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
COST SHARING AGREEMENT**

Executed by the undersigned on the date set forth hereinbelow, to be effective as of _____, 2020.

CITY:

CITY OF HUTTO, TEXAS, a Texas Home-Rule municipal corporation

By: _____

Printed Name: Warren Hutmacher

Title: City Manager

Date: _____

ATTEST:

Holly Nagy, City Secretary

EXHIBIT A
IMPROVEMENTS

RESOLUTION NO. 2020-108

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A COST SHARING AGREEMENT WITH HARRIS & STRAUB, LLC FOR THE INSTALLATION OF AN OFFSITE WASTEWATER LINE RELATED TO THE LAKESIDE ESTATES LIFT STATION DECOMMISSIONING PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize the City Manager to execute a cost sharing agreement with Harris & Straub, LLC for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves and authorizes the City Manager to execute a cost sharing agreement with Harris & Straub, LLC for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project, a copy is attached as Exhibit "A".

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

RESOLVED this 5th day of November, 2020.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT



To: City Council

Subject: Consideration and possible action to approve Resolution No. R-2020-109 approving and authorizing the City Manager to execute a cost sharing agreement with Bridge Community Church, for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project.

Meeting: City Council - 05 Nov 2020

Department: Engineering

Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

AIR-20-407 This item is to enter into an agreement with the developer of the Bridge Community Church regarding cost sharing for mutually beneficial wastewater improvements.

FINANCIAL IMPACT:

Developer will be providing funds to the city in support of the Lakeside Estates Lift Station decommissioning project in proportion to their projected utilization of the capacity of the wastewater infrastructure.

POLICY IMPLICATIONS:

Agreement will provide financial support to the city regarding the wastewater infrastructure improvement project.

RECOMMENDATION:

Staff recommends approval.

**City of Hutto
Offsite Sewer Line**

LUE Allocation to "Sam's Line"

Property	# of LUE's	% of Total	\$ Alloc. \$1,372,500	Consolidated	
Revenue Identified					
Covered Bridge	231	10.9%	\$148,988	\$333,450	24.3%
Church	50	2.3%	\$32,249		
River Walk South	236	11.1%	\$152,213		
No Revenue Identified					
North West Parcel	578	27.2%	\$372,794	\$1,039,050	75.7%
North Parcel	15	0.7%	\$9,675		
Pfeiffer Tract A	79	3.7%	\$50,953		
Pfeiffer Tract B	178	8.4%	\$114,805		
Lakeside Estates	558	26.2%	\$359,894		
Excess Capacity	203	9.5%	\$130,929		
Total*	2,128	100.0%	\$1,372,500	\$1,372,500	100.0%

Stated Capacity: 2,128

Comments

1 Actual bid was \$1,372,497.11

COST SHARING AGREEMENT

This COST SHARING AGREEMENT (this "**Agreement**") is made and entered into as of November _____, 2020 (the "**Effective Date**"), by and between **Developer** and CITY OF HUTTO, TEXAS, a Texas Home-Rule municipal corporation (the "**City**") (collectively referred to herein as the "**Parties**").

RECITALS:

- A. **Developer** is the Developer of certain real property located in the City of Hutto, Williamson County, Texas, intends to develop the property for an _____.
- B. **Developer** has agreed to participate in the installation of an offsite wastewater line for the benefit the City and property Developer such offsite wastewater line being referred to in this Agreement as the "**Improvements**" and described on Exhibit A.
- C. The City and **Developer** desire to set out their agreement with respect to construction and payment of the Improvements;

NOW, THEREFORE, in order to set forth their mutual rights and obligations with respect to the Improvements, the Parties agree as follows:

1. Purpose of the Agreement. The purpose of this Agreement is to set forth the agreement between the Parties with respect to construction of the Improvements (the "**Work**") and **Developer** financial participation in the project.

2. Obligations of Developer

Developer will reimburse the City \$32,249.00 as their contribution to the improvements within 30 days of receipt of invoice from the City.

3. Obligations of the City.

The City shall be responsible for all actual costs of construction and installation of the Work. Actual costs include, but are not limited to, design costs, labor costs, materials costs, engineering costs, legal fees, permits, inspection fees, insurance costs, equipment costs, construction costs, and any other costs actually incurred by The City in the design and construction of the Work.

4. Assignment. **Developer** and the City agree that neither party may assign or transfer any interest in this Agreement without the written consent of the other party; provided, however, that **Developer** may assign its interest in this Agreement to an Affiliate of **Developer**. For purposes of this Agreement, "**Affiliate**" means, with respect to **Developer**, any person or entity who controls, is controlled by, or is under common control with **Developer**.

5. Third Party Beneficiary. It is expressly agreed by the parties that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed made for the benefit of any third party or parties.

6. Headings. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

7. Validity. If any clause or provisions of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

8. Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, each party to such dispute, litigation or other proceeding shall be responsible for payment of its own costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.

9. Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

10. Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN WILLIAMSON COUNTY, TEXAS, WHEREIN THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.**

11. Gender; Plural; Singular; Terms. A reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Agreement as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

12. Exhibits. All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

13. Counterparts, Further Instruments, etc. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. City and Developer shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

14. Entire Agreement. This Agreement, together with the exhibits attached hereto, supersedes all prior agreements between the parties as to the Property, if any, and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by Developer and City or their respective counsel.

15. Facsimile Signatures. A facsimile signature of a party shall be binding on such party to the same extent as an original signature. If this Agreement, or any future amendment to this Agreement, is signed by the parties or a party and delivered by means of facsimile transmission, the parties agree promptly to thereafter exchange original, executed counterparts thereof.

16. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

17. Notices. All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel, and shall be delivered by registered or certified mail, overnight courier service or facsimile transmission, at the addresses set forth below:

If to City: City of Hutto
 Attn: City Manager
 500 West Live Oak Street
 Hutto, Texas 78634
 Email:

With a copy to: Bojorquez Law Firm, PC
 Attn: Alan Bojorquez, City Attorney
 11675 Jollyville Road, Suite 300
 Austin, Texas 78759
 Email: alan@texasmunicipallawyers.com

As to The Bridge Community Church

 Attn:

Any such notices shall be either (a) sent by certified mail, return receipt requested, in

which case notice shall be deemed delivered upon deposit, postage prepaid, in the United States Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered upon deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice if the sender receives a machine generated facsimile confirmation containing the facsimile number and time sent and verifying the transmission was completed error free, or (d) sent by personal delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

18. Interested Parties. **Developer** acknowledges that Section 2252.908, Texas Government Code ("Section 2252.908") requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. **Developer** confirms that it has reviewed Section 2252.908 and will 1) complete Form 1295 for the City, using the unique identification number(s) specified on page 1 of this Agreement, and electronically file such forms with the Texas Ethics Commission ("TEC"); and 2) submit a signed and notarized Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the time the Developer executes and submits this Agreement to the City. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This Agreement is not effective until the requirements listed above are satisfied and any approval of this Agreement by the City is expressly made contingent upon **Developer's** compliance with such requirements.

19. Chapter 2270, Texas Government Code. In accordance with Chapter 2270, Texas Government Code, **Developer** hereby represents and warrants that **Developer** does not boycott Israel and will not boycott Israel during the term of the Reimbursement Agreement.

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

21. Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, Texas Government Code, **Developer** warrants, represents, and agrees that Professional is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

22. Reservation of Rights. To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

23. Exactions Roughly Proportional. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 and Section 212.904 of the Texas Local Government Code, arising out of this Agreement. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of*

Tigard, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of platting and concept planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and, in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims.

24. No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

[signature pages immediately follow]

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
COST SHARING AGREEMENT

Executed by the undersigned on the date set forth hereinbelow, to be effective as of _____, 2020.

Developer:

The Bridge Community Church

By: _____

Printed Name: _____

Title: _____

Date: _____

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
COST SHARING AGREEMENT

Executed by the undersigned on the date set forth hereinbelow, to be effective as of _____, 2020.

CITY:

CITY OF HUTTO, TEXAS, a Texas Home-Rule municipal corporation

By: _____

Printed Name: Warren Hutmacher

Title: City Manager

Date: _____

ATTEST:

Holly Nagy, City Secretary

EXHIBIT A
IMPROVEMENTS

RESOLUTION NO. 2020-109

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A COST SHARING AGREEMENT WITH DEVELOPER FOR THE BRIDGE COMMUNITY CHURCH FOR THE INSTALLATION OF AN OFFSITE WASTEWATER LINE RELATED TO THE LAKESIDE ESTATES LIFT STATION DECOMMISSIONING PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize the City Manager to execute a cost sharing agreement with Developer for the Bridge Community Church for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves and authorizes the City Manager to execute a cost sharing agreement with Developer for the Bridge Community Church for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project, a copy is attached as Exhibit "A".

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

RESOLVED this 5th day of November, 2020.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT

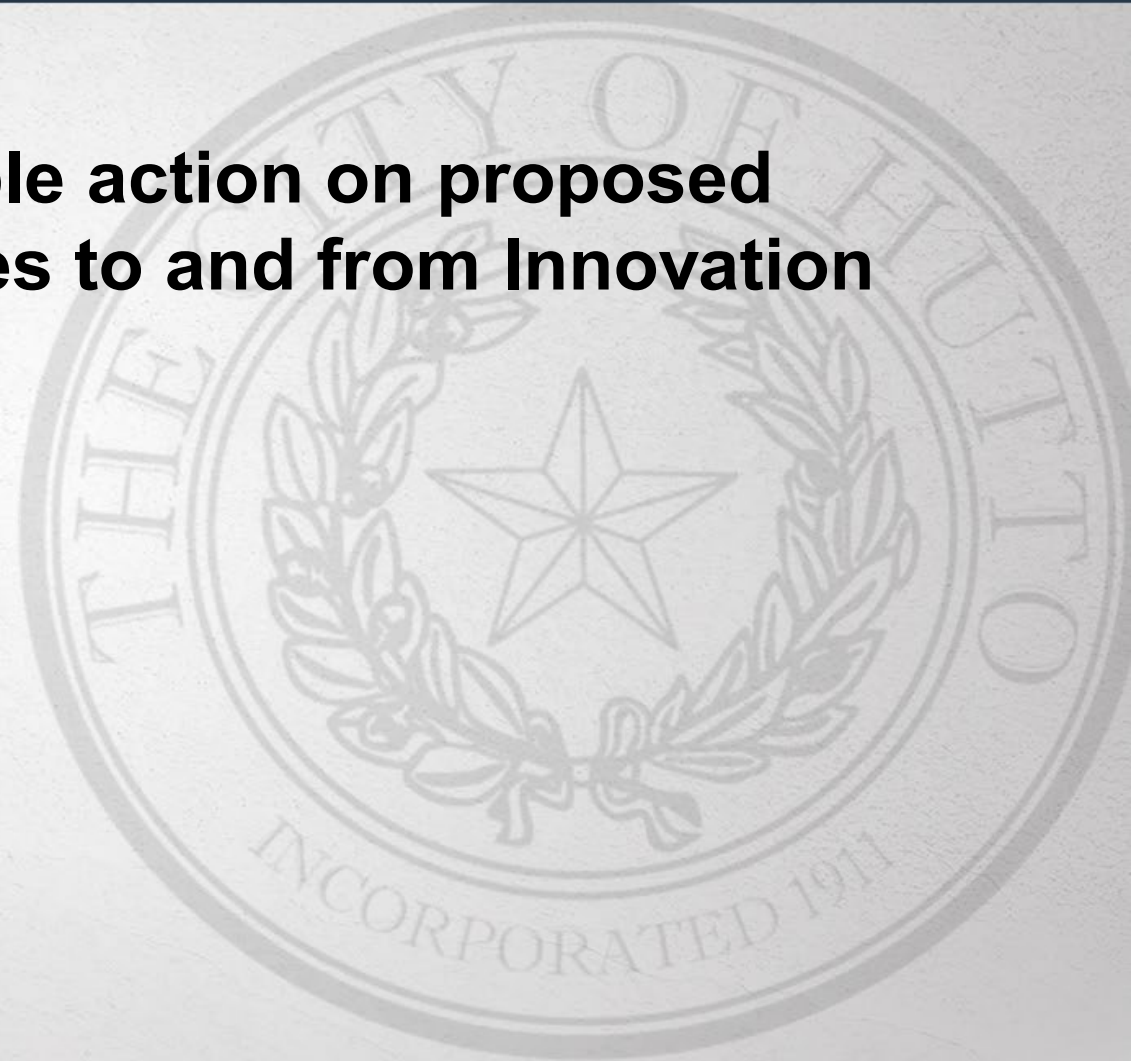


To: Anthony Host
Subject: Consideration and possible action on proposed options on truck routes to and from Innovation Business Park. (Anthony Host)
Meeting: City Council - 05 Nov 2020
Department:
Staff Contact:

ATTACHMENTS:

[Innovation business park truck route](#)

- **Consideration and possible action on proposed options on the truck routes to and from Innovation Business Park.**



- **Emory Farms Ave. and Schneider Blvd are in the City of Hutto Thoroughfare plan to connect to the frontage of Toll Road 130.**
- **A major collector in the Mobility Master Plan. Projects A33 and A34.**
 - A33 Emory Farms Avenue Alliance Boulevard to Innovation Boulevard 0.41 3 Major Collector \$2,200,000
 - A34 Emory Farms Avenue W. of Innovation Boulevard to SH 130 NB Service Road 0.16 3 Major Collector \$875,000

Current steps the City has taken

Page 4 of 6
The City has installed several signs on Schneider Blvd, Alliance Blvd and Emory Farms Ave. headed west that clearly state that trucks are not to go thru the Emory Farms neighborhood.

Reported to google maps to clearly label the restricted routes in this area.



- **Increase police patrols in the area**
 - The Hutto Police Department has issued citations to trucks that have attempted and or gone through the neighborhood.
 - 1.No heavy trucks residential (Emory Farms East) 4/17/2020
 - 2.No heavy trucks (Schneider Blvd.) 4/27/2020
 - 3.No heavy trucks (Alliance Blvd.) 4/28/2020
- **Adjust fine for violation**
 - Violation at this time \$181.00

Close Emory Farms Ave. completely to
Schneider Blvd.

Revisit the Master and Thoroughfare
Plans.



Other Business 12.5

- **Consideration and possible action on proposed options on the truck routes to and from Innovation Business Park.**



- **Emory Farms Ave. and Schneider Blvd are in the City of Hutto Thoroughfare plan to connect to the frontage of Toll Road 130.**
- **A major collector in the Mobility Master Plan. Projects A33 and A34.**
 - A33 Emory Farms Avenue Alliance Boulevard to Innovation Boulevard 0.41 3 Major Collector \$2,200,000
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Current steps the City has taken

The City has installed several signs on Schneider Blvd, Alliance Blvd and Emory Farms Ave. headed west that clearly state that trucks are not to go thru the Emory Farms neighborhood.

Reported to google maps to clearly label the restricted routes in this area.



Possible Options

- **Increase police patrols in the area**
 - The Hutto Police Department has issued citations to trucks that have attempted and or gone through the neighborhood.
 - 1.No heavy trucks residential (Emory Farms East) 4/17/2020
 - 2.No heavy trucks (Schneider Blvd.) 4/27/2020
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- **Adjust fine for violation**
 - Violation at this time \$181.00

Close Emory Farms Ave. completely to
Schneider Blvd.

Revisit the Master and Thoroughfare
Plans.

