



City of Hutto

Agenda

City Council Meeting

Thursday, February 4, 2021 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 Julie Hammond, Church of Jesus Christ of the Latter Day Saints.

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. 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.

Comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on February 4, 2021. The email must include name, address, phone # and email to be recognized properly. Citizens wishing to comment by phone may call:

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.]

7. CITY MANAGER COMMENTS

8. CONSENT AGENDA ITEMS

- 8.1. Consideration and possible action on the January 21, 2021 City Council workshop minutes. 8

[January 21, 2021 workshop minutes](#)

- 8.2. Consideration and possible action on the January 21, 2021 Regular City Council meeting minutes. 9 - 21

[January 21, 2021 Regular meeting minutes](#)

- 8.3. Consideration and possible action on Resolution No. R-2021-019 accepting the infrastructure improvements for the subdivision known as Hutto Crossing Phase 4 Section 9B. (Tony Host) 22 - 46

[Agenda Item Report - AIR-21-007 - Pdf](#)

[Hutto Crossing 4-9B Concurrence Letter](#)

[Hutto Crossing 4-9B Construction Summary](#)

[Hutto Crossing 4-9B TDLR](#)

[Hutto Crossing Ph 4 Sec 9B -Final Cost & Quantities](#)

[Hutto Crossing Ph 4 Sec 9B Maint Bond](#)

[Hutto Crossing Phase 4-9 B Final Subdivision Checklist](#)

[Hutto Crossing Phase 4 Section 9B acceptance resolution](#)

- 8.4. Consideration and possible action on Resolution No. R-2021-020 accepting the infrastructure improvements for the subdivision known as Highlands North Phase 1. (Tony Host) 47 - 66

[Agenda Item Report - AIR-21-008 - Pdf](#)

[Highland North Phase 1 Completion Letter S&S 1-7-21](#)

[Highland North Phase 1 Maintenance Bond](#)

[Highland North Phase 1 project check list](#)

[Highland North Phase 1 01-13-21 TAS approval](#)

[Highland North Phase 1 Construction Summary](#)

[Highland North Phase 1 Surety Rider](#)

[Highland North Phase 1 acceptance resolution](#)

9. ORDINANCES

- 9.1. Consideration and possible action on Ordinance No. O-2021-002 providing a budget amendment to accommodate the Pro-Rata Share Agreement for Mustang Creek – HISD Improvements between the City of Hutto and Hutto ISD (First Reading) (Misti Hancock) 67 - 82

[Item 9.1 ORDINANCE 2021-002 HISD Pro Rata](#)
[Item 9.1 Mustang Creek Pro Rata Agreement & Actual Costs](#)
[Item 9.1 Budget Amendment HISD Mustang Creek](#)

- | | | |
|------|---|---------|
| 9.2. | Consideration and possible action on Ordinance No. O-2021-004 providing a budget amendment to accommodate the Professional Services Agreement between the Hutto CDC and the City of Hutto. (First Reading)(Misti Hancock) | 83 - 85 |
| | <u>ORDINANCE NO. O- 2021-004_HEDC Admin_Prof Services</u>
<u>CDC Budget Amendment</u> | |

- | | | |
|------|--|----------|
| 9.3. | Consideration of a Public Hearing and possible action on Ordinance No. O-2021-003 amending the City of Hutto Water and Wastewater Impact Fees.(First Reading)(Samuel Ray) | 86 - 193 |
| | <u>CIAC Written Recommendation to City Council -Signed</u>
<u>Hutto - Ordinance O-2021-003-Amending the Water and Wastewater Impact Fees 2.1.21</u>
<u>O-2021-003 Water and Wastewater Impact Fee Report Exhibit A</u> | |

- | | | |
|------|--|-----------|
| 9.4. | Consideration and possible action on Ordinance No. O-2021-005 ordering a special election on proposed amendments to the home rule city charter of the City of Hutto to be held on May 1, 2021; providing for the publication and posting of notice; proposing amendments to the home rule city charter of the City of Hutto; providing for early voting and election day voting; providing for performance of required administrative duties; making provisions for the conduct of such election; certifying provision of required accessible voting systems; and providing for other matters related to such election.(Second Reading)(City Attorney) | 194 - 244 |
| | <u>Hutto - Charter Amendments Ordinance 2.1.21</u>
<u>Hutto Charter Ord Exh Measure A-AA 2.4.21</u>
<u>Ordinance-Charter Amendments Special Election SPANISH VERSION 2.4.21</u>
<u>Hutto Charter Ord Exh Measure B-AA (1)(Spanish)</u> | |

10. RESOLUTIONS

- | | | |
|-------|---|-----------|
| 10.1. | Consideration and possible action on Resolution No. R-2021-021 ordering a general election for May 1, 2021, for the purpose of electing City Council, Place 2 and City Council, Place 5, designating election precincts and polling places, providing for early voting and election day voting, providing for performance of required administrative duties, and providing other matters relating to such election. (City Attorney) | 245 - 260 |
| | <u>Resolution No. R-2021-021 - General Election Place 2 and 5</u> | |
| 10.2. | Consideration and possible action on Resolution No. R-2021-023 supporting the proposed Low-Income Housing Tax Credit project Carver Ridge Apartments, LP (Ashley Lumpkin) | 261 - 263 |
| | <u>Agenda Item Report - AIR-21-010 - Pdf</u> | |

11. OTHER BUSINESS

- | | | |
|-------|--|-----------|
| 11.1. | Update on Durango Farms by Bob Wunsch. | |
| 11.2. | Presentation on Temporary Signs (10.410 Signs, Hutto Unified Development | 264 - 270 |

Code)(Ashley Lumpkin).

[Agenda Item Report - AIR-21-011 - Pdf](#)

- 11.3. Consideration and possible action on a presentation regarding Traffic Impact Fees. (Samuel Ray) 271 - 272

[Agenda Item Report - AIR-21-014 - Pdf](#)

- 11.4. Consideration and possible action on a Presentation regarding Water Supply Study. (Samuel Ray, DCS Engineering) 273

[Agenda Item Report - AIR-21-017 - Pdf](#)

- 11.5. Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, and Local Government Corporations.(City Secretary). 274 - 302

[Agenda Item Report - AIR-21-009 - Pdf](#)

[Boards Commissions List 2-4-21](#)

- 11.6. Discussion on FY 2018-2020 Economic Development Corporation and Hutto Community Development Corporation expenditures. (Councilmember Sutton) 303 - 332

[EDC CheckDetail Oct 2017 to Sept 2020](#)

- 11.7. Discussion and possible action on funding any chamber agreements, voiding any chamber agreements or MOUs, and directing City Manager to cease spending funds or staff time for anything related to the chamber. (Councilmember Rose)

- 11.8. Discussion and possible action on restrictions placed on City Councilmember's, Board and Commission member's attendance at events not sponsored by the City. (Councilmember Gordon)(Councilmember Rose)

- 11.9. Discussion and possible action on Brushy Creek Amphitheater Noise Issues.(City Manager)(Stacy Schmitt) 333 - 340

[Brushy Creek Amphitheater Events Summary 129](#)

[Brushy Creek Amphitheater Rental Option](#)

[BrushyCreekAmp 06-17-19](#)

[WPC Site Aerial](#)

12. EXECUTIVE SESSION

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

- 12.1. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to the Durango License Agreement; and deliberate regarding real property involved in Durango License Agreement pursuant to Texas Government Code Section 551.072.

- 12.2. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for Bojorquez Law Firm fee bills.
- 12.3. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for McGinnis Lochridge memorandum related to the employment of former Councilmember by the Hutto EDC, and relating to the former Councilmember's employment with Hutto EDC.
- 12.4. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 12.5. Discussion pursuant to Texas Government Code Section 551.074 personnel matters relating to Legal Services and City Attorney.
13. ACTION RELATIVE TO EXECUTIVE SESSION
 - 13.1. Consideration and possible action on legal advice received relating to the Durango License Agreement; and deliberate regarding real property involved in Durango License Agreement pursuant to Texas Government Code Section 551.072.
 - 13.2. Consideration and possible action on legal advice received pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for Bojorquez Law Firm fee bills.
 - 13.3. Consideration and possible action on legal advice received pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for McGinnis Lochridge memorandum related to the employment of former Councilmember by the Hutto EDC, and relating to the former Councilmember's employment with Hutto EDC.
 - 13.4. Consideration and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
 - 13.5. Consideration and possible action on discussions held pursuant to Texas Government Code Section 551.074 personnel matters relating to Legal Services and City Attorney.
14. ADJOURNMENT
15. CERTIFICATION

I certify that this notice of the **February 4, 2021** Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on **February 1, 2021** at **4:30 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.



City of Hutto

MINUTES

City Council Workshop

Thursday, January 21, 2021 at 6:00 PM

City Council Chambers

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1. CALL SESSION TO ORDER – *6:00 PM*

2. ROLL CALL

Council members present: MPT Mike Snyder, Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Patti Martinez (via Zoom), Councilmember Peter Gordon and Councilmember Tanner Rose.

City Staff present: Warren Hutmacher, City Manager, Stacy Schmitt, Assistant to the City Manager, Cristian Rosas-Grillet, City Attorney, Holly Nagy, City Secretary.

3. PLEDGE OF ALLEGIANCE

4. OTHER BUSINESS

4.1. Discussion regarding proposed changes to the City Charter.

Discussion ensued regarding the proposed changes to the City Charter.

5. ADJOURNMENT – *6:54 PM*

ATTEST:

Mike Snyder, Mayor Pro Tem

Holly Nagy, City Secretary



City of Hutto

MINUTES

City Council Meeting

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City Council Chambers

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1. CALL SESSION TO ORDER- *7:00 PM*
2. ROLL CALL
Members of City Council present were Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Mike Snyder, Councilmember Peter Gordon, Councilmember Tanner Rose and Councilmember Patti Martinez (via Zoom.)

Members of staff that were present were Warren Hutmacher, City Manager; Stacy Schmitt, Assistant to City Manager; Samuel Ray, Director of Engineering
Holly Nagy, City Secretary and Cristian Rosas-Grillet, Assistant City Attorney.

3. INVOCATION- Led by Councilmember Robin Sutton
4. PLEDGE OF ALLEGIANCE
5. CITY COUNCIL COMMENTS

5.1. General Comments from City Council

Councilmember Sutton: There was a situation today that happened. A neighbor reached out to me, there was a backhoe digging up their yard on Main Street next to Durango Farms. My issue isn't about trying to find where the water line connects or water line is, it's about continuing to communicate with the citizens when things are going to happen. In order for us as a city to build trust with the citizens, we have to keep them informed and this is a family who lost a tree line they thought they were going to have. So, it's kind of a disappointment that they weren't informed that city staff was going to be out there digging up, what I found out the last message was it was actually on their property per Tony's visit.

Councilmember Gordon: I have one item, it's relating to an item I'd like to have placed on the next meeting agenda. I'd like to request the city attorney to do some further research on the council action taken last meeting concerning the city's participation in the 2021 Hutto Area Chamber of Commerce Gala and to bring back an item for discussion and possible action relating to that.

MPT Snyder: This past weekend we had an incident with a hate group in the Hutto Highlands neighborhood. I wanted to give everyone a brief update. HPD took several reports. This incident was subsequently turned over to ARIC, the Austin Regional Intelligence Center, as they have more resources at their disposal for something like this and the gravity of this act quite frankly warrants this the escalation of the investigation. As some of you may well know, once things like this are turned over, updates are typically unable to be given. We as a community need to stay vigilant and be on the lookout. I think that we can all agree that behavior or an attitude like this is not going to be tolerated in the City of Hutto. Someone has video of it. There are way too many ring doorbells for someone to not have seen it so please send any information to the Hutto Police Department. As I mentioned on Facebook this past week, we have our differences in our community just like any of our families would but we all know what happens when you mess with family, it pulls everyone together. I heard some say that there isn't much we can do about acts like this because it's Free Speech. So, let me be clear, I'm all for Freedom of Speech. A lot of great people have paid the ultimate sacrifice to help us keep this freedom. Spreading hate mail on driveways or other similar acts is not Freedom of Speech to me. To me, this is a form of Domestic Terrorism. Terrorism is defined as the unlawful use of violence or intimidation, especially against civilians, in the pursuit of political aims. Actions like this past weekend are nothing more than intimidation ploy. It can't be tolerated. The Texas penal code 2207 deals with terroristic threats. I plan to work with the City Staff and the Diversity Commission regarding what we can do as a city to make sure we have an Ordinance in place that specifically addresses act of intimidation or Domestic Terrorism.

Councilmember Gordon: I apologize, I have a couple other things I'd like to ask the City Manager for status on. I had previously asked about a month to two months ago for an item on a future agenda, I didn't specifically ask for which date, to discuss and take possible action on Council packet review sessions where we were potentially start having sessions where we would review the packet ahead of the meeting, we had kind of talked about that. I think the City of Round Rock does that and so I'd just like an update on when we might get that on the agenda. Also, I had asked for, and this was a couple of months ago, a release of attorney bills from our current law firm, current city attorney, going back since we hired them as our primary City Attorney to release all of those bills as well and never heard back on that, when that was going to happen.

MPT Snyder: I believe that was Borjorquez as well as the last bit of McGinnis and Lochridge as well, if I remember correctly.

Councilmember Gordon: Yeah that's fine, if we want to include that if there's any gap. The main purpose of that was I had some citizens kind of ask how we're doing, are we doing better? We've seen the legal bills from McGinnis and Lochridge and so we've got a new attorney so are they better, are they worse, are

they the same? What are we spending? So, I thought that'd be a good way to write some transparency and show the people how we're doing.

5.2. City Council Commission Liaison Reports

Mayor Pro Tem gave an update on the Diversity and Inclusion Commission.

6. PROCLAMATIONS

6.1. Proclamation Declaring January 18, 2021- January 24, 2021 as Community Risk Reduction Week.

Mayor Pro Tem Snyder proclaimed the period of time between January 18, 2021- January 24, 2021 as Community Risk Reduction Week in the City of Hutto.

7. PUBLIC COMMENT

- Terra Ray **via email*

- Shirley Peek **via email*

- Amanda Villarreal Salvo

8. CITY MANAGER COMMENTS

I've got three items that I just want to bring to your attention and the public's attention. First off, we did have a concert a couple weeks ago at Brushy Creek Amphitheatre. We did have a significant number of complaints about the bass and the shaking of houses and general noise volumes. There's are a number of reasons for that that we are exploring and were working with a sound consultant and we're hoping to hire another one that specializes in outdoor events to be able to give us some recommendations on what we can do to try to mitigate or eliminate some of the negative impacts of the amphitheater and then bring those back to Council for y'all's review and decision on which direction we want to go. So temporarily, I've suspended the outdoor concerts there until we can get more information and be able to bring that back to Council. Fortunately, for that we don't have anything scheduled now anyway but we're not going to be looking to bring additional concerts to the venue until we've got a real good handle on what we're doing and we're going to look at issues like lowering the roof on the stage, lowering where the speakers are, potentially having some kind of barrier before the creek. All those issues we may be able to have some control over and some of those are going to have costs and Councils eventually going to have to weigh the costs and benefits of that and also look at some of our policies regarding what time we allow concerts to go until, what type of concerts that we have producing bass verses other music. So, some of these may be good ideas, some of them may not be but I think we need to study the issue and then bring that back before the Council because I think it's important that we be respectful of the homeowners in the area and the neighbors and we certainly don't want to be causing discomfort. We want to have this as a venue that really attracts interest and I think it's got the possibility of doing so.

Number two, the staff obviously has been reviewing the results of the Forensic Audit and just wanted to let the public know we've made some significant changes to our P-Card policy and the audit was reporting in 18 was over eight hundred and sixty thousand dollars P-Card spending, I looked at the last twelve months and we at two hundred and sixty so we're already down four times and that was before I made policy changes that we've got that basically limits the P-Cards to travel and emergencies as a base with a couple of minor exceptions so I think you're going to continue to see P-Card usage go down, use of purchase orders and collective purchasing go up and so that's the strategy there. We also met with the department heads and made sure we've got good systems in place for oversight and there's some accountability in discussing certain issues related to, I won't get too far into the weeds, we discussed today missing receipt that we're doing a zero tolerance for that so if there's a missing receipt, you pay for it out of our own money and next time maybe you won't have a missing receipt although sometimes it happens but there's accountability to mistakes that occur even if they're not intentional or bad spirit. Also, setting a policy for if you have X number of missing receipts your P-Card is taken away and I think we're debating if that's two or three missing receipts so we're identifying those issues and making sure that my department heads and the staff understand we are the stewards of the taxpayers' dollars and we take that seriously. The other thing that we're doing related to that is at each of our executive team meetings we're going over a different policy that we have as we'll review the entire handbook and so we spent about an hour and a half to two hours discussing the travel policy, meals, travel, all those kinds of things, lodging, so that we're getting and really the philosophical hallmarks of that are to be able to allow the employees what they need to effectively do their job but always recognize that we're the stewards of the taxpayers dollars and we need to do things in the most economical and appropriate manner and then setting up the two other hallmarks accountability and oversight. We want to make sure we've got proper people looking over the reports and being able to approve things in advance when appropriate and that if we're making bad judgements that there's accountability to that and consequences and so I think you'll continue to see a rapid decline of instances and elimination of instances where taxpayer dollars are not being used wisely. I think staff is going to be a able partner in that process to make sure that as we make financial decisions of spending that we're doing that again with the taxpayer in mind.

The last update, I did want to just clear up a few things since we've had some agenda items on them and it may not be the appropriate venue but I did want to give an update that I gave to a resident today who asked a number of questions about the Durango development and I had promised council that I would take a look at it from a couple different perspectives and I have so the conclusion to that is, this deals with the abandonment potentially of Capital Street which is old right-of-way that's within the Durango Farms Development and basically the way the law works on that is that it's a city right-of-way. There's only two ways to dispose of the city's right-of-way. One is that the City Council decides on its own to offer it as an abandonment of the city right-of-way, so in that case you would offer half

of it to each property owner on each side of the right-of-way. The other way would be property owners could make a petition to Council to ask that we abandon the right-of-way if the City Council determines that we want to abandon the right-of-way the same disposition process is put into place and so I think there's some misunderstanding in the public that the developers deciding whether or not to abandon the right-of-way or not or that it's already been abandoned and not sold to the appropriate folks and the answer is nothing has happened from the standpoint of the disposition of the right-of-way. In that right-of-way area there are elements of our construction documents for public improvements related to drainage and those improvements are occurring as specified within the construction document to create drainage in that area on approved city plans that went forward and so the activity is normal from the standpoint it's part of a public improvement so it's not the developers property, it's still the city's property for drainage and we have that responsibility going forward for maintenance unless y'all dispose of the right-of-way then it would become the responsibility of whoever you sold it to at that point and so my intention is to have some further conversations with the residents in that area and the developer and the Councilmembers and figure out what is the end goal, what do we want to see? So, I look at there's sort of three options. One is the Council decides on its own that we'd like to dispose of that right-of-way and sell it to the two property owners and let them decide what to do with the land. The second is that we can do nothing and just say we are going to continue to have the right-of-way and maintain it. The third option is we do nothing and we make improvements to that area to replant trees and create a buffer in that area to the residents that are a budding it and that's a policy decision for the Council to make but I think bringing all the parties together to make sure we're all dealing with the same facts and the come up with a community based solution that ultimately we can't go back in time and change what's already happened but can make sure that we do from here forward we try to improve the situation. So, just wanted to keep you updated on that, that was easier to do that than a lengthy email and this way the public can also hear that. I know there's some folks that are impacted by that development and we did look into it. With that, I will give up my microphone.

9. CONSENT AGENDA ITEMS

Councilmember Snyder made a motion to add item 10.1 and 11.1 to the Consent Agenda and remove item 9.3. Councilmember Gordon seconded the motion. The motion passed unanimously.

Councilmember Rose made a motion to add approve the Consent Agenda including item 10.1, 11.1 and removal of item 9.3. Councilmember Gordon seconded the motion. The motion passed unanimously.

- 9.1. Consideration and possible action on accepting the January 7, 2021 City Council and Charter Commission Workshop minutes.

- 9.2. Consideration and possible action on accepting the January 7, 2021 City Council meeting minutes.
- 9.4. Consideration and possible action on approving Resolution No. R-2021-010 approving the agreement between the City of Hutto and Legends of Hutto Home Owners Association to deed over ownership of the subdivisions drainage lots to the City of Hutto. (City Attorney)
- 9.5. Consideration and possible action approving the transportation impact fee ("TIF") credit application and Transportation Impact Fee Waiver and Developer Participation Agreement for The Landing Final Plat and authorize the City Manager to execute the agreement.(Samuel Ray)
- 9.6. Consideration and possible action on Resolution No. R-2021-011 approving the Landing Final Plat, 46.017 acres, more or less, of land, 3 multifamily lots, located on Exchange Boulevard. (Ashley Lumpkin)
- 9.7. Consideration and possible action on Resolution No. R-2021-012 approving the Hutto Highlands Section 2 Phase 2 Lot 7 Block R and 0.569 acre Tract Replat, 1.353 acres, more or less, of land, 1 amenity lot, located on Bluejack Way. (Ashley Lumpkin)
- 9.8. Consideration and possible action on Resolution No. R-2020-149 approving the Public Improvement District Reimbursement Agreement for Emory Crossing Improvement Area #1 between the City of Hutto, Texas and WLH Communities-Texas, LLC; and authorizing the City Manager to execute the Public Improvement District Reimbursement Agreement for Emory Crossing Improvement Area #1. (City Attorney)
- 9.9. Consideration and possible action on Resolution No. R-2021-009 accepting the infrastructure improvements for the subdivision known as Mustang Creek Phase I. (Anthony Host)
- 9.10. Consideration and possible action on approving Resolution No. R-2021-018 ordering that notice of public hearings be published and that the public land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit be made available on the City's website; requesting the Capital Improvements Advisory Committee to file its comments on or before January 29, 2021 as required by Chapter 395 of the Texas Local Government Code for the 2021 amendments to the City of Hutto Water and Wastewater Impact Fee. (City Attorney)
- 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. (First Reading) (City Attorney)

Councilmember Rose made a motion to dispense of the Second Reading for Ordinance O-2020-033. Councilmember Sutton seconded the motion. The motion passed unanimously.

- 11.1. Consideration and possible action on Resolution No. R-2020-143A authorizing the City Manager to enter into a Professional Services Agreement between the Hutto CDC and the City of Hutto. (EDC Attorney)

- 9.3. Consideration and possible action on Resolution No. 2021-017 approving a Pflugerville Fire Department petition for the creation of Travis County Emergency Services District Number 17.

No action taken.

Councilmember Snyder motioned to table item 11.4 and item 11.5 and move up item 12.3 followed by item 12.2. Councilmember Sutton seconded the motion. The motion passed unanimously.

12. OTHER BUSINESS

- 12.3. Presentation and discussion on KVAL Machinery as a potential business relocation project.

Presentation given by Nate Kvalheim.

10-minute recess taken at 7:59 PM

Returned from break at 8:10 PM

- 12.2. Discussion and possible action on the Forensic Audit Presentation. (Brett Johnson)

Presentation given by Brett Johnson and Doug Cash.

Public comment given by:

- Rick Hudson

- Nicole Calderone

*- Melissa McKee *email*

Discussion ensued.

Councilmember Gordon made a motion to direct the City Attorney to send the finalized reports including the Separation Agreement, the Addendum to the Separation Agreement and the Forensic Audit to the Williamson County District Attorney or any other additional investigative agencies take appropriate action as needed. The motion passed unanimously.

10. ORDINANCES

- 10.2. Consideration and possible action on Ordinance No. O-2021-001 on the proposed Unified Development Code (UDC) ordinance amendment to the Code of Ordinances (2014 Edition, as amended), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 2 Section 10.202 Definitions, amending the definition of 'Density, Net'. (First Reading)(Ashley Lumpkin)

*Councilmember Gordon made a motion to approve item 10.2 as presented.
Councilmember Martinez seconded the motion. The motion passed unanimously.*

Councilmember Gordon made a motion to dispense of the second reading for Ordinance O-2021-001. Councilmember Sutton seconded the motion. The motion passed unanimously.

- 10.3. Consideration and possible action on Ordinance No. O-2021-002 providing a budget amendment to accommodate the Pro-Rata Share Agreement for Mustang Creek – HISD Improvements between the City of Hutto and Hutto ISD (First Reading) (Misti Hancock)

*Councilmember Martinez made a motion to table item 10.3 until the next meeting.
Councilmember Rose seconded the motion. The motion passed unanimously.*

Councilmember Snyder requested to move item 10.5 up. No objections.

- 10.5. Consideration and possible action on Ordinance No. O-2021-004 providing a budget amendment to accommodate the Professional Services Agreement between the Hutto CDC and the City of Hutto. (First Reading) (Misti Hancock)

*Councilmember Sutton made a motion to table item 10.5 until the next meeting.
Councilmember Gordon seconded the motion. The motion passed unanimously.*

- 10.4. Consideration of a Public Hearing and possible action on Ordinance No. O-2021-003 amending the City of Hutto Water and Wastewater Impact Fees.(First Reading)(Samuel Ray)

No action taken.

- 10.6. Consideration and possible action on Ordinance No. O-2021-005 ordering a special election on proposed amendments to the home rule city charter of the City of Hutto to be held on May 1, 2021; providing for the publication and posting of notice; proposing amendments to the home rule city charter of the City of Hutto; providing for early voting and election day voting; providing for performance of required administrative duties; making provisions for the conduct of such election; certifying provision of required accessible voting systems; and providing for other matters related to such election.(City Attorney)

Councilmember Thornton made a motion to approve item Ordinance O-2021-005

as amended below. Councilmember Rose seconded the motion. The motion passed unanimously.

Councilmember Gordon made a motion to strike Proposition 6. Councilmember Rose seconded the motion. The motion passed unanimously.

Councilmember Gordon made a motion to amend Proposition 7 from three (3) missed days to 5 (five.) Councilmember Martinez seconded the motion. The motion passed unanimously.

Councilmember Gordon made a motion to strike Proposition 8. Councilmember Martinez seconded the motion. The motion failed (3:3) with Councilmember Snyder, Councilmember Rose and Councilmember Thornton against.

Councilmember Rose made a motion to strike Proposition 10. Councilmember Gordon seconded the motion. The motion passed (5:1) with Councilmember Martinez against.

Councilmember Snyder made a motion to strike Proposition 12. Councilmember Gordon seconded the motion. The motion passed unanimously.

Councilmember Gordon made a motion to amend Proposition 13 to strike the entire paragraph concerning the Assistant City Manager. The motion passed unanimously.

Councilmember Thornton made a motion to add a Proposition mirroring Proposition 14 that includes Prosecutors. Councilmember Rose seconded the motion. The motion passed unanimously.

Councilmember Gordon moved to strike Proposition 19. Councilmember Martinez seconded the motion. The motion failed (3:4) with Councilmember Thornton, Councilmember Sutton, Councilmember Snyder and Councilmember Rose against.

Councilmember Thornton made a motion to amend Proposition 22, Paragraph A from 14 working days to 15 working days. Councilmember Gordon seconded the motion. The motion passed unanimously.

Councilmember Thornton made a motion to amend Proposition 27 to adjust he staggering to match City Council terms. Councilmember Gordon seconded the motion. The motion passed unanimously.

Councilmember Rose made a motion to strike Proposition 29. Councilmember Gordon seconded the motion. The motion passed (5:1) with Councilmember Thornton against.

*10-minute recess taken at 11:36 PM
Returned from break at 11:46 PM*

11. RESOLUTIONS

- 11.2. Consideration and possible action on Resolution No. R-2021-013 authorizing the City Manager to execute an Athletic Facility Use Agreement with Hutto Youth Baseball and Softball Association for 2021. (Anthony Host)

Councilmember Thornton recused himself from this item due to potential Conflict of Interest as he is a Board Member of Hutto Youth Baseball Association.

Councilmember Martinez recused herself from this item due to potential Conflict of Interest as her husband is a Board Member of Hutto Youth Baseball Association.

Councilmember Gordon made a motion to approve Resolution R-2021-013 and correct the printed Resolution to add the verbiage "Authorizing the City Manager to execute an Athletic Facility Use Agreement with Hutto Youth Baseball and Softball Association for 2021." Councilmember Sutton seconded the motion. The motion passed (4:0) with Councilmember Martinez and Councilmember Thornton recusing themselves from the vote.

- 11.3. Consideration and possible action on Resolution No. R-2021-018 authorizing the Mayor Pro Tem to execute the Emory Crossing Financing and Reimbursement Agreement by and between the City of Hutto, Texas and WLH Communities-Texas, LLC; authorizing the City Manager to execute the Public Improvement District Financing and Reimbursement Agreement for the Emory Crossing Public Improvement District.

Councilmember Rose made a motion to approve item 11.3 as presented. Councilmember Sutton seconded the motion. The motion passed unanimously.

- 11.4. Consideration and possible action on Resolution R-2020-110A for the first of two readings as required by Texas Local Government Code Section 505.158(b) authorizing the establishment project for the Funding and Partial Assignment of the City's rights and obligations under the Hotel Occupancy Tax Funding Agreement between the City of Hutto and GAR Broadcasting, LLC, for KOKEFEST after two separate readings; providing for repeal; providing for severability; and providing an effective date. (First Reading)(EDC Attorney)

Item tabled.

- 11.5. Consideration and possible action on Resolution R-2020-110A for the second of two readings as required by Texas Local Government Code Section 505.158(b) authorizing the establishment project for the Funding and Partial Assignment of the City's rights and obligations under the Hotel Occupancy Tax Funding Agreement between the City of Hutto and GAR Broadcasting, LLC, for KOKEFEST after two separate readings; providing for repeal; providing for severability; and providing an effective date.(Second Reading)(EDC Attorney)
Item tabled.

12. OTHER BUSINESS

- 12.1. Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, and Local Government Corporations.(City Secretary).
Councilmember Snyder made a motion to remove Lucas Evans from the EDC effective April 1, 2021. Councilmember Martinez seconded the motion. The motion passed unanimously.

Councilmember Rose made an amendment to the motion to be effective immediately as January 21, 2021. Councilmember Sutton seconded the motion. The motion passed unanimously.

13. EXECUTIVE SESSION: *Entered: 12:06 AM*

- 13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 from the City Attorney relating to a development and consent agreement between Rowe Lane Development Ltd and Robert M. Tiemann and the City of Hutto, Texas. (City Attorney)
- 13.2. Receive legal advice pursuant to Texas Government Code Sec. 551.071 Consultation with attorney regarding the Hortenstein easement. (City Attorney)
- 13.3. Receive legal advice pursuant to Texas Government Code Sec. 551.071 Consultation with attorney regarding Legacy litigation. (City Attorney)
- 13.4. Receive legal advice pursuant to Texas Government Code Section 551.071(1) and (2) relating to the Hutto Sports, Health and Entertainment District; and deliberations regarding Economic Development pursuant to Tex. Govt. Code § 551.087; and deliberate the purchase or sale of real property within the Hutto Sports, Health and Entertainment District pursuant to Texas Government Code Section 551.072. (City Attorney)

- 13.5. Discussion and deliberation pursuant to Texas Government Code 551.087 regarding Economic Development negotiations regarding a potential business relocation project to the City of Hutto.
14. ACTION RELATIVE TO EXECUTIVE SESSION *Reconvened: 1:23 AM*
- 14.1. Consideration and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 from the City Attorney relating to a development and consent agreement between Rowe Lane Development Ltd and Robert M. Tiemann and the City of Hutto, Texas. (City Attorney)
No action taken.
- 14.2. Consideration and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 from the City Attorney regarding the Hortenstein easement. (City Attorney)
Councilmember Rose made a motion to direct the City Attorney to amend and restate the agreement regarding the Hortenstein easement. Councilmember Thornton seconded the motion. The motion passed unanimously.
- 14.3. Consideration and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 from the City Attorney regarding the Legacy litigation. (City Attorney)
Councilmember Rose made a motion to reject the settlement offer made by Legacy Hutto LLC in the lawsuit Legacy Hutto LLC v. City of Hutto, Texas and direct litigation counsel to cease any settlement negotiations. Councilmember Thornton seconded the motion. The motion passed unanimously.
- 14.4. Consideration and possible action on legal advice received pursuant to Texas Government Code Section 551.071(1) and (2) relating to the Hutto Sports, Health and Entertainment District; and deliberations regarding Economic Development pursuant to Tex. Govt. Code § 551.087; and deliberate the purchase or sale of real property within the Hutto Sports, Health and Entertainment District pursuant to Texas Government Code Section 551.072. (City Attorney)
No action taken.
- 14.5. Consideration and possible action pursuant to Texas Government Code 551.087 regarding Economic Development negotiations regarding a potential business relocation project to the City of Hutto.
Councilmember Gordon made a motion to authorize the City Manager to negotiate an incentive agreement with KVAL Machinery as discussed in executive session and bring back to Council for approval. Councilmember Sutton seconded the motion. The motion passed unanimously.

Councilmember Sutton requested a future agenda item regarding Tim Jordan leaving Council and began a job with the City and was on payroll which goes against Charter.

15. ADJOURNMENT: *1:29 AM*

ATTEST:

Mike Snyder, Mayor Pro Tem

Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT



To:

Subject: Consideration and possible action on a resolution approving infrastructure for Hutto Crossing 49B.

Meeting: City Council - 04 Feb 2021

Department: Community Services

Staff Contact: Tony Host

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Hutto Crossing Phase 4, Section 9B Street, Drainage, Wastewater and Water Improvements

Owner/Developer's Name and Address

Hutto Option Mezz Holdings, LLC
c/o PCCP, LLC
555 California St., suite 3450
San Francisco, CA 94104

Consultant Engineer's Name and Address

Kenneth W. Martin, P.E.
Murfee Engineering Company, Inc.
1101 Capital of Texas Highway South
Building D
Austin, Texas 78746

This is to certify that I, the undersigned professional engineer, visually reviewed the progress of the aforementioned project on January 6, 2021 and during construction prior to that and the construction appears to be complete in accordance with the approved plans with the exception of Oncor's energizing of the subdivision. No other discrepancy or deviation from the approved construction plans exists which may materially affect the usefulness of the work for the purpose and life intended for the project by design. I, therefore, recommend acceptance of the improvements by the City of Hutto.



Kenneth W. Martin
Signature

1/08/2021
Date

65971
Texas Registration Number



PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: HUTTO CROSSING PHASE 4 SECTION 9B

FINAL ACCEPTANCE DATE: _____

INSPECTOR: TODD MEACKER

CONTRACTOR: PATIN CONSTRUCTION LLC.

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$ 1,276,301.00

SIDEWALK IMPROVEMENT COST: \$ 8,150.00

SIDEWALK RAMP IMPROVEMENT COST: \$ 38,400.00

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: \$ 1,184,161.00

WATER IMPROVEMENT COST: \$ 607,009.40

WASTEWATER IMPROVEMENT COST: \$ 591,975.00

RESTORATION COST: \$ 76,667.84

TOTAL IMPROVEMENT COST: \$ 3,782,664.24

*minus temporary E/S controls, off-site work and dry utilities

PREPARED BY (DESIGN ENGINEER): Ken Martin, P.E., Murfee Engineering

CHECKED BY (CITY INSPECTOR): _____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
KNOWLES DRIVE			2/14	36	959		
MANGOLD DRIVE			2/9	30	1,343		
SIMMENTAL LOOP			2/9	30	1,537		
GOLDEN LANE			2/9	30	557		
HEDGE GREEN HOLLOW			2/9	30	509		
MATLOCK CIRCLE			2/9	30	1,039		

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
KNOWLES DRIVE			5	84	N,S	4
SIMMENTAL LOOP			5	56	N,W,E	8
GOLDEN LANE			5	-	-	4
HEDGE GREEN HOLLOW			5	-	-	4
MANGOLD DRIVE			5	-	-	2
MATLOCK CIRCLE			5	28	N,S,E,W	10

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

2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED ₁	TYPE ₂	DESCRIPTION ₃	DECK		COST	PRIVATE	ETJ
				W (FT) ₄	L (FT) ₅			
	NONE							

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

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

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

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

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

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE ¹	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) ²	DRAINAGE AREA (ACRES)	PRIVATE ³	ETJ	COST
	NONE					

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

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia - FT)	MATERIAL TYPE	QTY	SIZE (L - FT)	TYPE ₁
18	RCP	1,652	13	4	CONC.	43	10	CURB
21	RCP	740	6	5	CONC.	1	4' X 4'	AREA
30	RCP	395	4	6	CONC.			
36	RCP	114						
42	RCP	383						
48	RCP	620						
54	RCP	1197						
60	RCP	238						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
7	8 x 7	CONC.	1	48" RCP	CONC. HEADWALL
1	5 x 5	CONC.	1	60" RCP	CONC. HEADWALL

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
NONE			

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

4) Headwall, Wing Walls, Gabions

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
8"	GATE	15	8"	PVC	3,989	5 ¼"		13
12"	GATE	6	12"	PVC	1,545			
AIR RELEASE								
SIZE	TYPE	NO.						
1"	ARV	3						
			SERVICES INSTALLED					
			NO.	TYPE				
			54	SINGLE				
			36	DOUBLE				

REMARKS:

CONSTRUCTION SUMMARY FOR WASTEWATER

PIPE			MANHOLES					
SIZE	TYPE	LENGTH	DEPTH	MAKE	STA. NO.	B.C.	EYE	STREET
8"	SDR-26	5,275	15.66	CONC	9+38.79			SIMMENTAL LOOP (N-S)
			17.07	CONC	9+11.70			SIMMENTAL LOOP (N-S)
			16.84	CONC	6+49.04			SIMMENTAL LOOP (N-S)
			18.74	CONC	5+40.49			SIMMENTAL LOOP (N-S)
			14.19	CONC	3+64.29			SIMMENTAL LOOP (N-S)
			12.58	CONC	2+07.87			SIMMENTAL LOOP (N-S)
			11.61	CONC	0+95.38			SIMMENTAL LOOP (N-S)
			10.31	CONC	7+00.86			SIMMENTAL LOOP (E-W)
			8.65	CONC	5+32.47			SIMMENTAL LOOP (E-W)
			11.18	CONC	8+92.88			KNOWLES DR
			11.12	CONC	7+62.11			KNOWLES DR
			11.07	CONC	6+16.95			KNOWLES DR
			10.76	CONC	4+47.21			KNOWLES DR
			8.75	CONC	3+62.17			KNOWLES DR
			8.54	CONC	5+77.86			MARIGOLD DR (N-S)
			16.29	CONC	5+68.44			MARIGOLD DR (E-W)
			13.53	CONC	2+74.44			MARIGOLD DR (E-W)
			11.58	CONC	1+06.11			MARIGOLD DR (E-W)
			11.61	CONC	2+60.37			MARIGOLD DR (N-S)
			11.64	CONC	3+80.01			MARIGOLD DR (N-S)
			12.39	CONC	5+04.67			HEDGE GREEN HLW
			11.28	CONC	3+93.80			HEDGE GREEN HLW
			10.25	CONC	2+87.29			HEDGE GREEN HLW
			8.84	CONC	1+24.23			HEDGE GREEN HLW
			8.3	CONC	0+94.04			HEDGE GREEN HLW

			6.41	CONC	3+98.55			SIMMENTAL LOOP (E-W)
			8.55	CONC	0+87.32			SIMMENTAL LOOP (E-W)
			8.76	CONC	1+61.65			GOLDEN GRAIN LN
			9.19	CONC	2+65.20			GOLDEN GRAIN LN
			9.53	CONC	3+95.55			GOLDEN GRAIN LN
			9.95	CONC	5+22.35			GOLDEN GRAIN LN
			10.98	CONC	4+08.74			MATLOCK CIR
			10.10	CONC	4+69.56			MATLOCK CIR
			9.62	CONC	5+11.89			MATLOCK CIR
			9.41	CONC	6+40.03			MATLOCK CIR
			9.37	CONC	6+68.81			MATLOCK CIR
			8.72	CONC	10+27.71			MATLOCK CIR
			8.64	CONC	9+63.15			MATLOCK CIR
			8.56	CONC	8+98.59			MATLOCK CIR
			7.76	CONC	8+16.43			MATLOCK CIR
SERVICES INSTALLED			7.22	CONC	7+70.01			MATLOCK CIR
NO.	TYPE – S / D	T8YPE OF MANHOLE COATING:						
13	S							
55	D							

REMARKS:

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

PROJECT NAME _____ WORK ORDER # _____

WWW JOB I.D. _____ SUBDIVISION FILE # _____

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

[illegible]

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



January 14, 2021

Mark Meyer
Hutto Option Mezz Holdings LLC
1155 Crane St., Ste. 5
Menlo Park, California 94025

TDLR Project No.: TABS2020020094

PROJECT:

Hutto Crossing Phase 4 Section 9B
1001 Knowles Drive
Hutto, TX 78634

CORRECTIVE MODIFICATIONS – NO VIOLATIONS

Dear Mark:

Your submittal regarding the referenced violations pending report has been reviewed. We are pleased to inform you that all items cited in the inspection report appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

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

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Please reference the TDLR Project Number in all future correspondence pertaining to this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arturo Pinero', with a stylized flourish at the end.

Arturo Pinero, RAS #1551

Altura Solutions, LLC
3616 Far West Blvd., Ste. 117-288

(512) 410-7059
Austin, TX 78731

Hutto Crossing Phase 4, Section 9B
Street, Drainage, Wastewater and Water Improvements
FINAL COST AND QUANTITIES

Patin Construction LLC
3800 W. 2nd Street
Taylor, TX 76574

ROADWAY IMPROVEMENTS

BID ITEM NO.	QTY	UNIT	BID ITEM DESCRIPTION	Unit Price	Total Price
A-1	8	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING, COMPLETE AND IN PLACE, PER MONTH, FOR _____ AND _____ CENTS.	\$ 200.00	\$1,600.00
A-2	35,691	SY	PREPARING ROW, COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ DOLLARS AND _____ CENTS.	\$ 3.00	\$107,073.00
A-3	55	LF	SAWCUT EXISTING ASPHALT, COMPLETE AND IN PLACE, PER LINEAR FOOT FOR _____ DOLLARS AND _____ CENTS.	\$ 5.00	\$275.00
A-4	2,590	CY	EXCAVATION (ROADWAY), COMPLETE AND IN PLACE, PER CUBIC YARD FOR _____ DOLLARS AND _____ CENTS.	\$ 4.00	\$10,360.00
A-5	9,920	CY	SELECT BORROW, COMPLETE AND IN PLACE, PER CUBIC YARD, FOR _____ DOLLARS AND _____ CENTS.	\$ 4.00	\$39,680.00
A-6	25,489	SY	LIME-STABILIZED SUBGRADE (10"), COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ DOLLARS AND _____ CENTS.	\$ 11.00	\$280,379.00
A-7	25,489	SY	TX-5 TENSAR GEOGRID, COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ DOLLARS AND _____ CENTS.	\$ 5.00	\$127,445.00
A-8	4,308	SY	FL BS (CMP in PLC) Spec 247 (TY A GR 1) (14"), COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ DOLLARS AND _____ CENTS.	\$ 14.00	\$60,312.00
A-9	21,181	SY	FL BS (CMP in PLC) Spec 247 (TY A GR 1) (8"), COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ DOLLARS AND _____ CENTS.	\$ 10.00	\$211,810.00
A-10	21,710	SY	2" HMAC TY D, COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ DOLLARS AND _____ CENTS.	\$ 12.00	\$260,520.00
A-11	11,466	LF	CONC CURB & GUTTER, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 12.00	\$137,592.00
A-12	4	EA	CONC VALLEY GUTTER, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 4,000.00	\$16,000.00
A-13	80	LF	4" (SCHED 40) PVC PIPE SLEEVE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 25.00	\$2,000.00
A-14	1630	SF	5' WIDE CONC. SIDEWALKS (4"), COMPLETE AND IN PLACE, PER SQUARE FOOT, FOR _____ AND _____ CENTS.	\$ 5.00	\$8,150.00
A-15	32	EA	5' WIDE PRDESTRIAN RAMPS, COMPLETE AND IN PLACE, PER EACH, FOR _____ AND _____ CENTS.	\$ 1,200.00	\$38,400.00
			SUBTOTAL ROADWAY IMPROVEMENTS		\$1,301,596.00

DRAINAGE IMPROVEMENTS					
B-1	1,652	LF	18" REINF. CONCRETE PIPE (CL III), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 42.00	\$69,384.00
B-2	740	LF	21" REINF. CONCRETE PIPE (CL III), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 50.00	\$37,000.00
B-3	0	LF	27" REINF. CONCRETE PIPE (CL III), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ -	\$ -
B-4	395	LF	30" REINF. CONCRETE PIPE (CL III), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 80.00	\$31,600.00
B-5	114	LF	36" REINF. CONCRETE PIPE (CL III), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 115.00	\$13,110.00
B-6	383	LF	42" REINF. CONCRETE PIPE (CL III), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 170.00	\$65,110.00
B-7	620	LF	48" REINF. CONCRETE PIPE (CL III), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 200.00	\$124,000.00
B-8	1197	LF	54" REINF. CONCRETE PIPE (CL III), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 280.00	\$335,160.00
B-9	13	EA	MANHOLE (4 FT DIA), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 4,500.00	\$58,500.00
B-10	6	EA	MANHOLE (5 FT DIA), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 5,000.00	\$30,000.00
B-11	4	EA	MANHOLE (6 FT DIA), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 5,500.00	\$22,000.00
B-12	7	EA	8'x7' JUNCTION BOX, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 10,000.00	\$70,000.00
B-13	1	EA	5'x5' JUNCTION BOX, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 5,000.00	\$5,000.00
B-14	1	EA	HEADWALL (DIA= 60 IN), COMPLETE AND IN PLACE, PER EACH, FOR _____ AND _____ CENTS	\$ 6,500.00	\$6,500.00
B-15	1	EA	HEADWALL (DIA= 48 IN), COMPLETE AND IN PLACE, PER EACH, FOR _____ AND _____ CENTS	\$ 5,000.00	\$5,000.00
B-16	238	LF	60" REINF. CONCRETE PIPE (CL III), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 330.00	\$78,540.00
B-17	5,101	LF	TRENCH EXCAVATION PROTECTION, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 2.00	\$10,202.00
B-18	1	LS	REMOVE TEMPORARY STORM LINE (750 LF 42" HDPE AND 4-6' MANHOLES), COMPLETE AND IN PLACE, PER LUMP SUM, FOR _____ DOLLARS AND _____ CENTS.	\$ 10,000.00	\$10,000.00
B-19	1	EA	AREA DRAIN (CoA STD DTL 508S-9), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 3,000.00	\$3,000.00
B-20	43	EA	10' CURB INLET, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 4,885.00	\$210,055.00
SUBTOTAL DRAINAGE IMPROVEMENTS					\$1,184,161.00

WATER IMPROVEMENTS					
C-1	3,504	LF	8" AWWA C-900 (DR14) (CL 250) PVC PIPE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 40.00	\$140,160.00
C-2	485	LF	8" AWWA C900 (DR14) (CL 250) (RESTRAINED) PIPE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 42.00	\$20,370.00
C-3	560	LF	16" STEEL ENCASEMENT FOR 8" PIPE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 80.00	\$44,800.00
C-4	15	EA	8" GATE VALVES, INCLUDING BOX AND COVER, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,900.00	\$28,500.00
C-5	1,420	LF	12" AWWA C-900 (DR14) (CL 250) PVC PIPE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 50.00	\$71,000.00
C-6	125	LF	12" AWWA C900 (DR14) (CL 250) (RESTRAINED) PIPE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 52.00	\$6,500.00
C-7	120	LF	24" STEEL ENCASEMENT FOR 12" PIPE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 125.00	\$15,000.00
C-8	6	EA	12" GATE VALVES, INCLUDING BOX AND COVER, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 3,550.00	\$21,300.00
C-9	12	EA	5 1/2" FIRE HYDRANT ASSEMBLY, INCLUDING, VALVE AND CL 350 DI LEAD, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 6,000.00	\$72,000.00
C-10	3	EA	1" COMB AUTOMATIC AIR RELEASE VACUUM VALVE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 2,550.00	\$7,650.00
C-11	1.574	TONS	DUCTILE IRON FITTINGS, COMPLETE AND IN PLACE, PER TON, FOR _____ DOLLARS AND _____ CENTS.	\$ 16,900.00	\$26,600.60
C-12	17	EA	LONG-SIDE DBL WATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,350.00	\$22,950.00
C-13	23	EA	LONG-SIDE SGL WATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,100.00	\$25,300.00
C-14	19	EA	SHORT-SIDE DBL WATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,300.00	\$24,700.00
C-15	30	EA	SHORT-SIDE SGL WATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,000.00	\$30,000.00
C-16	3	EA	WET CONNECTION, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 4,500.00	\$13,500.00
C-17	4,924	LF	TRENCH EXCAVATION PROTECTION, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 1.20	\$5,908.80
C-18	1	EA	DRAIN VALVE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 4,000.00	\$4,000.00
C-19	1	EA	5 1/2" FIRE HYDRANT ASSEMBLY W/ CUT-IN TEE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 5,100.00	\$5,100.00
C-20	1	EA	1" SINGLE SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 780.00	\$780.00
C-21	1	EA	AUTO FLUSH VALVE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 8,050.00	\$8,050.00
SUBTOTAL WATER IMPROVEMENTS					\$594,169.40

WASTEWATER IMPROVEMENTS					
D-1	733	LF	8" DR 26 PVC PIPE (0'-8'), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 50.00	\$36,650.00
D-2	2,603	LF	8" DR 26 PVC PIPE (8' - 12'), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 52.00	\$135,356.00
D-3	1,819	LF	8" DR 26 PVC PIPE (12' - 16'), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 55.00	\$100,045.00
D-4	120	LF	8" DR 26 PVC PIPE (16' - 20'), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 60.00	\$7,200.00
D-5	3	EA	MANHOLE (0'-8') (4' DIA), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 4,500.00	\$13,500.00
D-6	29	EA	MANHOLE (8'-12') (4' DIA), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 5,000.00	\$145,000.00
D-7	6	EA	MANHOLE (12'-16') (4' DIA), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 5,500.00	\$33,000.00
D-8	3	EA	MANHOLE (16'-20') (4' DIA), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 6,000.00	\$18,000.00
D-9	1,999	LF	FILTER FABRIC WRAP OF PIPE BEDDING, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 1.00	\$1,999.00
D-10	38	EA	LONG-SIDE DBL WASTEWATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 1,150.00	\$43,700.00
D-11	7	EA	LONG-SIDE SGL WASTEWATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 1,100.00	\$7,700.00
D-12	17	EA	SHORT-SIDE DBL WASTEWATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 1,100.00	\$18,700.00
D-13	6	EA	SHORT-SIDE SGL WASTEWATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 1,050.00	\$6,300.00
D-14	1	EA	CORE AND CONNECT TO EXISTING MANHOLE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 4,500.00	\$4,500.00
D-15	5,275	LF	TRENCH EXCAVATION PROTECTION, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 3.00	\$15,825.00
SUBTOTAL WASTEWATER IMPROVEMENTS				\$	587,475.00

EROSION AND SEDIMENTATION CONTROL					
E-1	1	EA	STABILIZED CONSTRUCTION ENTRANCE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 1,600.00	\$1,600.00
E-2	5,248	LF	SILT FENCE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 2.50	\$13,120.00
E-3	40	LF	ROCK BERM, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 35.00	\$1,400.00
E-4	48	EA	INLET PROTECTION, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 100.00	\$4,800.00
E-5	1640	LF	TREE PROTECTION FENCE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 3.50	\$5,740.00
E-6	54,309	CY	EARTHWORK (FILL), COMPLETE AND IN PLACE, PER CUBIC YARD, FOR _____ DOLLARS AND ____ CENTS.	\$ 4.00	\$217,236.00
E-7	4	EA	REMOVE EXISTING UTILITY POLES, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 250.00	\$1,000.00
E-8	1	EA	ABANDON EXISTING WATER WELL, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 3,500.00	\$3,500.00
E-9	1	LS	REMOVE EXISTING REINF. CONCRETE SLABS (APPROX. 250 SY), COMPLETE AND IN PLACE, PER LUMP SUM, FOR _____ DOLLARS AND ____ CENTS.	\$ 1,500.00	\$1,500.00
E-10	640	SY	SOIL RETEN BLANKETS (CL 2)(TYG), COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ AND ____ CENTS	\$ 2.00	\$1,280.00
E-11	171,336	SY	SEEDING (PERM) (BERMUDA), COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ DOLLARS AND ____ CENTS.	\$ 0.44	\$75,387.84
E-12	1	LS	REMOVE ROCK PILE (APPROX 12 CY), COMPLETE AND IN PLACE, PER LUMP SUM, FOR _____ DOLLARS AND ____ CENTS.	\$ 50.00	\$50.00
SUBTOTAL EROSION AND SEDIMENTATION CONTROLS					\$326,613.84

PAVEMENT MARKINGS AND SIGNAGE					
G-1	1,150	LF	REFL PAV MRK TY II (Y) 4" (SLD), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 6.90	\$7,935.00
G-2	140	LF	REFL PAV MRK TY II (W) 24" (SLD), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 18.60	\$2,604.00
G-3	158	SF	TRAFFIC SIGNS, COMPLETE AND IN PLACE, PER SQUARE FOOT, FOR _____ DOLLARS AND ____ CENTS.	\$ 52.00	\$8,216.00
G-4	3	EA	REMOVE EXISTING BARRICADE (TY III), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 350.00	\$1,050.00
G-5	1	EA	REMOVE EXISTING 'NO OUTLET' SIGN, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 250.00	\$250.00
G-6	1	EA	CoA TYPE III STREET-END BARRICADE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND ____ CENTS.	\$ 1,200.00	\$1,200.00
SUBTOTAL PAVEMENT MARKINGS AND SIGNAGE				\$	21,255.00

DRY UTILITY IMPROVEMENTS					
H-1	1,202	LF	6" SCHED 40 ELECTRIC CONDUIT, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 16.78	\$20,169.56
H-2	5288	LF	3" SCHED 40 ELECTRIC CONDUIT, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 14.30	\$75,618.40
H-3	5542	LF	2" SCHED 40 STREET LIGHT CONDUIT, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 8.80	\$48,769.60
H-4	2	EA	INSTALL SWITCHGEAR PAD, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,760.00	\$3,520.00
H-5	3	EA	INSTALL 3-PHASE PULL BOX, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,100.00	\$3,300.00
H-6	18	EA	INSTALL STREET LIGHT POLE AND BASE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 577.50	\$10,395.00
H-7	38	EA	INSTALL SINGLE-PHASE TRANSFORMER PAD, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,650.00	\$62,700.00
H-8	44	EA	INSTALL CONTROL PEDESTAL, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 88.00	\$3,872.00
H-9	2,217	LF	4" POLY GAS LINE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 18.70	\$41,457.90
H-10	3,203	LF	2" POLY GAS LINE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 15.95	\$51,087.85
H-11	108	LF	4" PVC GAS SLEEVE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 16.50	\$1,782.00
H-12	378	LF	6" PVC GAS SLEEVE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 19.80	\$7,484.40
H-13	124	EA	3/4" GAS SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 170.50	\$21,142.00
H-14	2	EA	#5 ANODE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 44.00	\$88.00
H-15	2	EA	TEST STATION, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 27.50	\$55.00
H-16	11	EA	LINE MARKER BALL, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 13.20	\$145.20
H-17	2	EA	TIE TO EXISTING GAS LINE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,650.00	\$3,300.00
H-18	648	LF	3" PVC TELEPHONE CONDUIT, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 4.40	\$2,851.20
H-19	648	LF	4" PVC CABLE CONDUIT, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 5.50	\$3,564.00
SUBTOTAL DRY UTILITY IMPROVEMENTS				\$	361,302.11

TOTAL BASE CONTRACT	\$ 4,376,572.35
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CO #1			OFF-SITE LOT FILL, COMPLETE AND IN PLACE, FOR _____ DOLLARS AND _____ CENTS.		\$148,614.80
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CO2 - SUBDIVISION

CO2.1	3	EA	1" SINGLE SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 780.00	\$2,340.00
CO2.2	150	SY	SOIL RETEN BLANKETS (CL 2)(TYG), COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ AND _____ CENTS	\$ 2.00	\$300.00
CO2.3	28	SY	ROCK RIPRAP, COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ AND _____ CENTS	\$ 50.00	\$1,400.00
CO2.4	1	EA	RELOCATE DEEP FIRE HYDRANT ASSEMBLY W/ CUT-IN TEE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 10,500.00	\$10,500.00
			SUBTOTAL CO2 - SUBDIVISION		\$ 14,540.00

CO 1 - KNOWLES

CO1.1	1	EA	CORE AND CONNECT TO EXISTING MANHOLE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 4,500.00	\$4,500.00
			SUBTOTAL CO1 - KNOWLES		\$ 4,500.00

FINAL CONTRACT(S) COST	\$ 4,544,227.15
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SUBTOTAL DEMOLITION ITEMS	\$6,000.00
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SUBTOTAL DRY UTILITIES	\$ 361,302.11
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SUBTOTAL OFFSITE WORK	\$150,314.80
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SUBTOTAL LOT FILLS AND TEMP. E/S	\$243,946.00
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TOTAL BONDED IMPROVEMENTS	\$ 3,782,664.24
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Argonaut Insurance Company

Fidelity and Surety Department

Bond No.: SUR0046102

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, THAT,

Patin Construction, LLC

Hereinafter called Principal, as Principal, and the Argonaut Insurance Company, A corporation organized and existing under the laws of the State of Illinois, with its principal office in the City of Chicago, hereinafter called the Surety, as Surety, are held and firmly bound unto

City of Hutto Public Works

Hereinafter called the Oblige, as Oblige, in the just and full sum of Three Million Seven Hundred Eight Two Thousand Six Hundred Sixty Four Dollars and Twenty-Four Cents (\$3,782,664.24) of which sum, well and truly to be made we bind ourselves, and our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal and the Oblige entered in to a written contract for the:
Hutto Crossing Phase 4, Section 9B. Paving, Drainage, Wastewater and Water Improvements

And
Whereas, said contract provides that the Principal will furnish a Maintenance Bond in the penalty Of One Hundred Percent (100%) of the contract price conditioned to guarantee, for the period of Two Years from the date of final acceptance by City of Hutto Public Works against all defects in workmanship and materials which may become apparent during said period, and, Whereas, the said contract has been substantially completed,

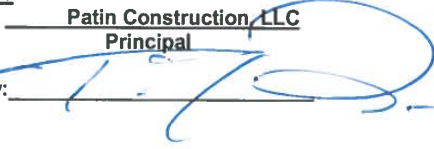
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which became apparent during the period of Two Years from the date of Final Acceptance by:

City of Hutto Public Works

from and after this date, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED THIS: 13th November, 2020

Patin Construction, LLC
Principal

By: 

Argonaut Insurance Company
Surety


Canellia Doss
Witness


Kenneth Nitsche
Attorney-In-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Violet Frosch, Gary Nitsche, Kenneth Nitsche, Robert James Nitsche, Robert K. Nitsche, Craig Parker, Nina Smith

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

\$85,000,000.00

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

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

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



Kathleen M. Mreks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of November, 2020.



James Bluzard

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS
ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606**

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.



FINAL SUBDIVISION / SITE PROJECT CHECKLIST

Date: 1/12/2021

Name of Project: Hutto Crossing Phase 4 Section 9B

Conditional / Final Acceptance Date: _____

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

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

TMA 1. Project Construction Summary Date Received: 1/12/21

TMA 2. Engineer's Concurrence Letter Date Received: 1/12/21

TMA 3. Maintenance Bond(s) Date Received: 1/12/21

TMA 4. Final Cost & Quantities Date Received: 1/12/21

TMA 5. As-built Reproducible Plans Date Received: 1/12/21
(1-24"X36", pdf scan, ACAD Base Map files)

TMA 6. TDLR Inspection Report

TMA 7. Test Reports

☒ Manhole Test

☒ TV Test

☒ Bacteriological Test

☒ WW Low Air Pressure Test / Mandrel Test

☒ Valve & Hydrant Test

☒ Water Pressure Test

TMA 8. Punch List Date Completed: 1/12/21

9. No. of Lots for Subdivisions 126 Total Acres in Subdivision. 43.53

Comments: _____

Please initial: TMA Inspector, _____ Supervisor, _____ Administrative Assistant
Received by: _____

RESOLUTION NO. R-2021-019

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS HUTTO CROSSING PHASE 4 SECTION 9B; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Hutto Crossing Phase 4 Section 9B Residential subdivision have been constructed and are ready for acceptance, and;

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

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

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

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

HUTTO, TEXAS, hereby accepts the infrastructure improvements for Hutto Crossing Phase 4 Section 9B

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the

meeting at which this resolution was adopted was posted and that such meeting was open to the public as

required by law at all times during which this Resolution and the subject matter hereof were discussed,

considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas

Government Code, as amended.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **4th** day of **February, 2021**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT



To:

Subject: Consideration and possible action on a resolution approving the Infrastructure for Highlands North Phase 1. (Tony Host)

Meeting: City Council - 04 Feb 2021

Department:

Staff Contact: Tony Host



RANDALL JONES & ASSOCIATES ENGINEERING INC.

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

ENGINEER'S CERTIFICATE OF COMPLETION

Owner of Property:
Hutto Development, Ltd.

Kind of Project, Contract Identification:
Highlands North Section 1 – Street, Drainage, and Utility Improvements

Name of Contractor: Cash Construction Company, Inc.

Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE Reg.
No. F-9784

Address of Consulting Engineer: 2900 Jazz St, Round Rock, TX 78664

I certify that this Project is 100% complete on January 7, 2021; that the project was under periodic observation by either myself or someone under my supervision; that to the best of my knowledge the Project was in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual inspection of the project. As engineer, I was not engaged to perform inspection services during construction.





Signature

Texas Registration Number

114495

T: engconc

(512) 836-4793 • FAX (512) 836-4817 • TBPE REG No. F-9784

**MAINTENANCE
BOND**

Bond No.: 107363578

KNOWN ALL BY THESE PRESENTS: That we Cash Construction Company, Inc.,
as Principal, and Travelers Casualty and Surety Company, a corporation
organized and existing under the Laws of the State of Connecticut, as Surety, are held
and firmly bound unto City of Hutto, as Obligor, in the
total sum of One Million Five Hundred Fifteen Thousand Nine Hundred Fifty-four & 50/100
U.S. Dollars (\$1,515,954.50) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligor dated January 21, 2020 for
Highlands North Phase 1 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of 2 year(s) commencing on December 30, 2020 (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 30th day of December, 2020.

Cash Construction Company, Inc.
(Principal)

By: [Signature]

Travelers Casualty and Surety Company

By: [Signature]

Camille M. Cruz

Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Camille M. Cruz of Atlanta, Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of December, 2020.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Marsh



FINAL SUBDIVISION / SITE PROJECT CHECKLIST

Date: 1/22/21

Name of Project: Highlands North Phase 1

Conditional / Final Acceptance Date: _____

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

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

TM 1. Project Construction Summary Date Received: 1/15/21

TM 2. Engineer's Concurrence Letter Date Received: 1/15/21

TM 3. Maintenance Bond(s) Date Received: 1/19/21

TM 4. Final Cost & Quantities Date Received: 1/15/21

TM 5. As-built Reproducible Plans Date Received: 1/15/21
(1-24"X36", pdf scan, ACAD Base Map files)

TM 6. TDLR Inspection Report

TM 7. Test Reports _____ Manhole Test _____ WW Low Air Pressure Test / Mandrel Test
_____ TV Test _____ Valve & Hydrant Test
_____ Bacteriological Test _____ Water Pressure Test

TM 8. Punch List Date Completed: 1/22/21

TM 9. No. of Lots for Subdivisions 113 Total Acres in Subdivision. 85.259

Comments: _____

Please initial: TM Inspector, _____ Supervisor, _____ Administrative Assistant
Received by: _____



January 13, 2021

Israel Ramirez
Randall Jones & Associates
2900 Jazz St.,
Round Rock, TX 786614

Re: Highlands North Section 1

Dear Israel:

This report presents the findings of the on-site inspection for the Highlands North Section 1 Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on January 12, 2021 which included the review of sidewalks, curb ramps and associated crosswalks within the subdivision.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at arturo@alturalp.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arturo Pinero', with a stylized flourish at the end.

Arturo Pinero, RAS #1551

Altura Solutions, LLC
3616 Far West Blvd., Ste. 117-288, Austin, TX 78731

(512) 410-7059
arturo@alturalp.com

PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Highlands North Phase 1

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Richard Rodriguez

CONTRACTOR: Cash Construction Company, Inc.

Maintained By:	
COH	Other
Boxes checked by HOA	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$699,338.50

SIDEWALK IMPROVEMENT COST: \$4,288.00

SIDEWALK RAMP IMPROVEMENT COST: \$27,000.00

BRIDGE IMPROVEMENT COST: \$0.00

POND(S) COST: \$251,530.50

DRAINAGE IMPROVEMENT COST: \$565,576.00

WATER IMPROVEMENT COST: \$0.00

WASTEWATER IMPROVEMENT COST: \$0.00

EROSION CONTROLS / RESTORATION COST: \$51,981.50

TOTAL IMPROVEMENT COST: \$1,599,714.50

PREPARED BY (DESIGN ENGINEER): Randall Jones & Associate Engineering

CHECKED BY (CID SUPERVISOR): _____





CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address From	Address To	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
	Lot #	Lot #					
Otello Way	14L	1M	2/8	30	1001	No	No
Monteforte Road	13M	1L	2/8	30	990	No	No
Ottaviano Way	11N	19N	2/8	30	775	No	No
Santo Spirit Road	13L	18M	2/8	30	663	No	No
Pallano Road	11M	19M	2/8	30	406	No	No
BlueJack Way	7J	18J	2/8	30	421	No	No

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
Otello Way	14L	1M	5	20	N	4
Monteforte Road	13M	1L	5	20	W	6
Ottaviano Way	11N	19N	0	0	-	6
Santo Spirit Road	13L	18M	0	0	-	4
Pallano Road	11M	19M	5	51	S	0
BlueJack Way	7J	18J	5	31	W	0

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

2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

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

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

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

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

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

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

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE ₁	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) ₂	DRAINAGE AREA (ACRES)	PRIVATE ₃	ETJ	COST
D	POND 1	41,115.8	146.5	HOA	no	\$130,000.00
D	POND 2	220,181.3	211.12	HOA	no	\$121,530.50

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

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia – FT)	MATERIAL TYPE	QTY	SIZE (L – FT)	TYPE ₁
18"	RCP CL 3	1288	6	5	Conc	26	10	Curb
24"	RCP CL 3	955	2	6	Conc	1	4x4	Area
30"	RCP CL 3	689				1	5x5	Area
36"	RCP CL 3	438						
48"	RCP CL 3	372						
60"	RCP CL 3	251						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
1	5x5	Conc	1	60"	Sloping Conc Headwall
2	6x6	Conc			
1	7x7	Conc			

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

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

CONSTRUCTION SUMMARY FOR WATER

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

REMARKS: Water and Wastewater will be owned and maintained by Jonah SUD

CONSTRUCTION SUMMARY FOR WASTEWATER

[illegible]

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

PROJECT NAME _____ WORK ORDER # _____

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

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

STREET NAME	FROM	TO

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

APPLICATION FOR PAYMENT									
TO: HUTTO DEVELOPMENT, LTD. 4720-4 ROCKCLIFF ROAD AUSTIN, TEXAS 78746 FROM: CASH CONSTRUCTION COMPANY, INC. 217 KINGSTON LACY BLVD. PFLUGERVILLE TX 78691									
JOB NAME: Highlands North Section 1- UTILITY STREET IMPROVEMENTS JOB# 920 ESTIMATE # 7RET DATE ORIG. AMOUNT \$2,856,726.00 REV. AMOUNT RETAINAGE 0%									
TOTAL WORK THIS ESTIMATE \$0.00 TOTAL COMPLETED TO DATE \$3,022,493.00 LESS RETAINAGE \$0.00 TOTAL DUE TO DATE \$3,022,493.00 PREVIOUS BILLINGS \$2,871,368.35 AMOUNT DUE THIS ESTIMATE \$151,124.65									
ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	PERCENT COMPLETE
EROSION CONTROLS									
50	SCE	EA	3.00	\$6,000.00	\$2,000.00	3	0.00	\$0.00	100.00%
70	CONC. WASH OUT PIT	EA	1.00	\$1,500.00	\$1,500.00	1	0.00	\$0.00	100.00%
90	SILT FENCE	LF	8,858.00	\$22,146.00	\$2.50	8858	0.00	\$0.00	100.00%
110	ROCK BERM	LF	226.00	\$5,625.00	\$25.00	225	0.00	\$0.00	100.00%
130	REVEG ROW	SY	9,223.00	\$4,611.50	\$0.50	9223	0.00	\$0.00	100.00%
150	INLET PROTECTION	EA	28.00	\$2,100.00	\$75.00	28	0.00	\$0.00	100.00%
170	CONTROL EROSION STAKING	LS	1.00	\$10,000.00	\$10,000.00	1	0.00	\$0.00	100.00%
SUBTOTAL EROSION CONTROLS				\$51,981.50					
STREETS									
230	SUBGRADE PREP	SY	18,564.00	\$46,410.00	\$2.50	18564	0.00	\$0.00	100.00%
250	10" LIME	SY	18,564.00	\$167,076.00	\$9.00	18564	0.00	\$0.00	100.00%
270	9" BASE	SY	18,564.00	\$185,640.00	\$10.00	18564	0.00	\$0.00	100.00%
290	2" HMAC	SY	13,964.00	\$146,622.00	\$10.50	13964	0.00	\$0.00	100.00%
310	CURB & GUTTER	LF	8,246.00	\$107,198.00	\$13.00	8246	0.00	\$0.00	100.00%
330	CONC. VALLEY GUTTER	EA	3.00	\$16,500.00	\$5,500.00	3	0.00	\$0.00	100.00%
350	RAMPS	EA	20.00	\$27,000.00	\$1,350.00	20	0.00	\$0.00	100.00%
370	5' SIDEWALK	LF	134.00	\$4,288.00	\$32.00	134	0.00	\$0.00	100.00%
390	SAW CUT PAVMT.	EA	190.00	\$500.00	\$5.00	190	0.00	\$0.00	100.00%
410	REMOVE BARRICADE	EA	1.00	\$500.00	\$500.00	1	0.00	\$0.00	100.00%
430	BARRICADE	EA	1.00	\$1,000.00	\$1,000.00	1	0.00	\$0.00	100.00%
450	F.H. MARKER	EA	7.00	\$105.00	\$15.00	7	0.00	\$0.00	100.00%
470	SPEED LIMIT/ STREET SIGN	EA	5.00	\$1,260.00	\$252.00	5	0.00	\$0.00	100.00%
490	COMBO STREET/ STOP SIGN WITH BAR	EA	7.00	\$3,780.00	\$540.00	7	0.00	\$0.00	100.00%
500	CURB & GUTTER STAKING	LF	8,246.00	\$10,307.50	\$1.25	8246	0.00	\$0.00	100.00%
505	RESET FINAL PINS	LS	1.00	\$12,000.00	\$12,000.00	1	0.00	\$0.00	100.00%
SUBTOTAL STREETS				\$730,626.50					
DRAINAGE									
550	18" RCP CL. 3	LF	1,288.00	\$64,400.00	\$50.00	1288	0.00	\$0.00	100.00%
570	24" RCP CL. 3	LF	955.00	\$65,895.00	\$69.00	955	0.00	\$0.00	100.00%
580	30" RCP CL. 3	LF	688.00	\$68,800.00	\$100.00	688	0.00	\$0.00	100.00%
610	36" RCP CL. 3	LF	438.00	\$48,180.00	\$110.00	438	0.00	\$0.00	100.00%
630	48" RCP CL. 3	LF	372.00	\$63,240.00	\$170.00	372	0.00	\$0.00	100.00%
650	60" RCP CL. 3	LF	251.00	\$82,760.00	\$329.00	251	0.00	\$0.00	100.00%
670	10" CURB INLET	EA	26.00	\$86,200.00	\$3,300.00	26	0.00	\$0.00	100.00%
690	4X4 AREA INLET	EA	1.00	\$3,500.00	\$3,500.00	1	0.00	\$0.00	100.00%
710	5X5 AREA INLET	EA	1.00	\$4,300.00	\$4,300.00	1	0.00	\$0.00	100.00%
730	5' DIA MANHOLE	EA	6.00	\$22,800.00	\$3,800.00	6	0.00	\$0.00	100.00%
750	6' DIA MANHOLE	EA	2.00	\$9,000.00	\$4,500.00	2	0.00	\$0.00	100.00%
770	5X6' JUNCTION BOX	EA	1.00	\$3,900.00	\$3,900.00	1	0.00	\$0.00	100.00%
790	6X6' JUNCTION BOX	EA	2.00	\$9,200.00	\$4,600.00	2	0.00	\$0.00	100.00%
810	7X7' JUNCTION BOX	EA	1.00	\$7,400.00	\$7,400.00	1	0.00	\$0.00	100.00%
830	60" SLOPED HEADWALL	EA	1.00	\$11,000.00	\$11,000.00	1	0.00	\$0.00	100.00%
860	CONNECT TO EXISTING STORM	EA	3.00	\$1,500.00	\$500.00	3	0.00	\$0.00	100.00%
870	ADJUST EXISTING MANHOLES	EA	1.00	\$2,000.00	\$2,000.00	1	0.00	\$0.00	100.00%
890	POND 1 (GRADING CHANGES AND OUTFALL BUDGET)	EA	1.00	\$130,000.00	\$130,000.00	1	0.00	\$0.00	100.00%
910	POND 2 (OUTFALL)(BUDGET)	EA	1.00	\$121,530.50	\$121,530.50	1	0.00	\$0.00	100.00%
930	TRENCH SAFETY	LF	3,993.00	\$1,996.50	\$0.50	3993	0.00	\$0.00	100.00%
950	STAKING	LF	3,993.00	\$5,989.50	\$1.50	3993	0.00	\$0.00	100.00%
SUBTOTAL DRAINAGE				\$793,346.50					

SURETY RIDER

To be attached to and form a part of

Bond No. 107363578

dated
effective December 30, 2020

(MONTH-DAY-YEAR)

executed by Cash Construction Company, Inc.

(PRINCIPAL)

, as Principal,

and by Travelers Casualty and Surety Company

, as Surety,

in favor of City of Hutto

(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Bond Amount from:

One Million Five Hundred Fifteen Thousand Nine Hundred Fifty-four & 50/100 (\$1,515,954.50)

To:

One Million Five Hundred Ninety-nine Thousand Seven Hundred Fourteen & 50/100 (\$1,599,714.50)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider
is effective December 30, 2020

(MONTH-DAY-YEAR)

Signed and Sealed January 19, 2021

(MONTH-DAY-YEAR)

Cash Construction Company, Inc.

(PRINCIPAL)

By:

(PRINCIPAL)

Travelers Casualty and Surety Company

(SURETY)

By:

Camille M. Cruz, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Camille M. Cruz, of Atlanta Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

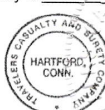
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of January, 2021.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Marsh

RESOLUTION NO. R-2021-020

A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS HIGHLANDS NORTH PHASE 1; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Highlands North Phase 1 Residential subdivision have been constructed and are ready for acceptance, and;

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

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

WHEREAS, Cash Construction Company, Inc. has submitted a warranty bond to cover the material and workmanship for two years,

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

HUTTO, TEXAS, hereby accepts the infrastructure improvements for Highlands North Phase 1

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the

meeting at which this resolution was adopted was posted and that such meeting was open to the public as

required by law at all times during which this Resolution and the subject matter hereof were discussed,

considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas

Government Code, as amended.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **4th** day of **February, 2021**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTESTED:

Holly Nagy, City Secretary

ORDINANCE NO. O-2021-002

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2020-21 BUDGET FOR PASS THROUGH FUNDING ASSOCIATED WITH MUSTANG CREEK - HISD IMPROVEMENTS

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

SECTION 1: That the appropriations for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for the support of capital improvement projects of the City of Hutto, Texas, be amended for pass through funding received in accordance with a pro-rata share agreement for Mustang Creek improvements.

SECTION 2: That the amendment is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2020, and ending September 30, 2021.

SECTION 3: 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 and the *City Charter*.

SECTION 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code* and the *City Charter*.

SECTION 7: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter. 551, Tex. Gov't. Code*.

READ and APPROVED on first reading on this the **4th** day of **February 2021**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and ADOPTED on second and final reading this 18th day of February 2021, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

**PRO-RATA SHARE AGREEMENT
FOR MUSTANG CREEK – HISD IMPROVEMENTS
BETWEEN
THE CITY OF HUTTO
AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT**

This Pro-Rata Agreement for Improvements (the “**Agreement**”), effective this 30th day of October, 2019 (“**Effective Date**”), by and between the City of Hutto, and through its representative, the City Manager, (the “**City**”), a home-rule municipality organized and existing under and in accordance with Texas law, and the Hutto Independent School District (the “**HISD**”), an independent school district organized and existing under and in accordance with Texas law (individually “**Party**,” together the “**Parties**”).

Recitals

WHEREAS, the City and the HISD are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.; and

WHEREAS, the HISD is an independent political subdivision of the State of Texas charged with the public education of children in its boundaries, which has its own funding source and elected governing body separate from the City; and

WHEREAS, the HISD is authorized to expend school funds for the design, improvement, or construction of certain facilities on property owned by another entity under the Texas Education Code Section 45.109, as well as to use district resources for design, construction, or renovation of improvements to real property not owned or leased by the district if the improvements benefit real property owned or leased by the district under the Texas Education Code Section 11.168; and

WHEREAS, the HISD must meet certain construction standards and occupancy deadlines due to state mandated educational facility requirements and public fiduciary obligations regardless if any portion of the boundaries of the district lie within the limits and extraterritorial jurisdiction of the City;

WHEREAS, the City through its ordinances and regulations provides for wastewater services for new development regulations for the protection of the public health, safety and welfare of its citizens;

WHEREAS, the City is working with HUTTO1660, LP, a Texas limited partnership, (the “**Developer**”) to develop a tract of land as part of the development known as the Mustang Creek development (“**Development**”) depicted in **Exhibits “A.1, A.2;”** and

WHEREAS, the City and Developer entered into a certain Development Agreement on July 16, 2018 (the “**Development Agreement**”) covering the Development; and

WHEREAS, in order to accommodate the Development, the City has contracted with Developer for the (i) building of the Mustang Creek Wastewater Lift Station (the “**Lift Station**”), to specifications found in **Exhibit “B,”** (ii) routing of the flows from the Mustang Creek Lift Station via force mains and gravity systems to the downstream system, (iii) construction of an oversized gravity wastewater line to serve additional adjacent developments which conform to the specifications in **Exhibit “B,”** (collectively “**Wastewater Improvements**”) and (iv) construction of phase 1, section 1 of the shared arterial roadway (the “**Arterial A**”) conforming to specifications found in **Exhibit “C”** (provisions (i) – (iv) are collectively the “**Project**”). The City has found and determined that cooperation between the City and Developer to further the progress of the HISD’s developments and the Development will further the public interest and welfare, and that the benefits that will accrue to the City are consistent with the City’s economic development objectives; and

WHEREAS, Arterial A is a part of a shared roadway that will benefit several different portions of the Development, including the HISD's developments within the Development; and

WHEREAS, the City through Resolution No. R-18-06-07-9C is authorized to seek funds from other sources to fund Public Improvements within the Development; and

WHEREAS, the City and the HISD have previously entered into an Interlocal Agreement, effective February 21, 2019, establishing development standards and mutual agreements to share construction costs of certain improvements and infrastructure, as appropriate; and

WHEREAS, the City and HISD share an interest in the completion of the Project to promote growth and the expansion of educational facilities within the Development; and

WHEREAS, the Parties intend the future development, construction, and expansion of education facilities at ultimate build-out at FM1660 North within the corporate limits and extraterritorial jurisdiction of the City to be constructed in accordance with Section 212.902 of the Texas Local Government Code; and

WHEREAS, the City and Developer have entered into a Pro-Rata Share Agreement ("**Developer Pro-Rata Share Agreement**") on October 3, 2019, in which the Developer shall construct the Project by December 1, 2020 and be reimbursed by the City the HISD's pro rata share of construction costs for the Project; and

WHEREAS, the City and HISD desire to enter into this Agreement to facilitate payment by HISD to the City to provide adequate funds for the City to reimburse the Developer for HISD's pro rata share of construction costs for the Project as it serves HISD ("**HISD Construction Costs**," specified in **Exhibit "D"**); and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I.

Adoption of Recitals

- 1.1 Recitals. The Parties hereby adopt the recitals as true and correct and incorporate them herein.

II.

Authority; Agreements

- 2.1 Authority of the City. The City's execution of this Agreement constitutes a valid and binding obligation of the City. The City has the proper authority to enter into and negotiate this Agreement to facilitate the completion of the Project's public improvements within the Development.
- 2.2 Authority of the HISD. The HISD's execution of this Agreement constitutes a valid and binding obligation of the HISD. The HISD has the proper authority to enter into this agreement to pay HISD Construction Costs.

III.

Purpose

- 3.1 Purpose. The purpose of this Agreement is to establish the Project as benefiting HISD, the agreement of the City to ensure performance of the Developer to complete the road and sewer to serve HISD by December 1, 2020, and to establish the reimbursement obligations of HISD to the City for the Project. The HISD intends to pay its pro rata share of the construction of the Project to the City. The City shall

hold such monies in a separate account solely for the purpose of reimbursing the Developer for the Project.

IV.

Party Obligations

- 4.1 Obligations of HISD. The HISD hereby agrees to pay to the City for HISD's pro rata share of the Project, **ONE MILLION, ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000)** (the "HISD Pro Rata Share"), no later than fifteen (15) days of the date of HISD's receipt of a copy of the first invoice received by the City from the Developer evidencing the start of construction on the Project. If such day shall fall on a weekend or holiday, the HISD shall deposit the funds on the first following business day.
- 4.2 Obligations of the City. The City hereby agrees to uphold and enforce both the Development Agreement with Developer and the Developer Pro-Rata Share Agreement, in which the Developer is to complete the Project as it benefits HISD, including road and sewer to serve HISD by December 1, 2020, and to accept the HISD's payment for HISD's pro rata share of the Project and deposit it into a separate account designated for payment of HISD's pro rata share of Project construction costs. The City shall not use the funds for any other purpose other than to reimburse Developer for the HISD's pro rata share of the Project. The City also shall not co-mingle the funds with any other City funds.

The City shall pay Developer according to the methods and schedule established in the Developer Pro-Rata Share Agreement. In no event will the City provide payment to the Developer for any portion of the Project without the City Engineer's verification and review of the construction of the Project to verify that the work for which payment is requested has been completed, and receiving proof of Developer's actual out-of-pocket costs for the HISD share of Project construction costs, which shall also be verified by the City. In no event shall the City permit the entire amount of the HISD Pro Rata Share to be expended on or allocated to solely the Wastewater Improvements or solely Arterial A, leaving no available funds for the completion of the Project. Rather, the City shall track Project Expenses and approve the release of funds as they have been budgeted and set forth in Exhibit D, herein, and the City shall ensure that funds are available for each portion of the Project.

Should the amount paid by HISD not be fully utilized (for example, the Contingencies amount of \$45,047), the remaining balance shall be refunded to HISD within thirty (30) days of final completion of the Project. If for any reason the Developer breaches its performance to build the Project, the City shall, unless as specified in Section 7.1 of this Agreement, refund the full amount of such monies to the HISD if no money has been yet paid by the City to Developer, or otherwise such amount that remains after payments have been made to Developer prior to Developer's breach. Unless the City has made over-payment or paid without required receipts, the City is not liable to the HISD for money paid to the Developer prior to any breach in the event of a failure by Developer to complete the Project. The City shall also refund such monies to the HISD in the event of termination of this Agreement as stipulated in Section 8.1 of this Agreement, and shall not be liable for any payments made to Developer prior to termination.

V.

Term

- 5.1 The term of this Agreement shall commence on the Effective Date and shall continue until the obligations herein are satisfied, or until this Agreement is otherwise earlier terminated due to breach by Developer to perform its obligations or as set forth herein.

VI.

Current Revenue

- 6.1 The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through the deposit of funds shall be the sole obligation of the depositing Party and no obligation or liability for such debt shall be a liability or obligation of the other Party.

VII.

Fiscal Funding

- 7.1 The financial obligations of the Parties under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding and absent Developer breach or termination of the Agreement by mutual consent of the Parties as provided herein.

VIII.

Miscellaneous

- 8.1 Termination. This Agreement may be terminated by mutual written agreement of the Parties, in the event of breach by the Developer of its obligations for any reason, or if for any reason, the Developer Pro-Rata Share Agreement is terminated or otherwise amended to no longer require performance under this Agreement. Termination of this Agreement shall result in the termination of the Parties' obligations under the contract, apart from a refund of the remaining funds to the HISD that the City has in its possession at the time of termination as set forth herein.
- 8.2 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth below. Each Party may from time to time change or update their address for purposes of notice under this section by informing the other Party in writing.

If notice is to the City:

Odis Jones, City Manager
500 West Live Oak Street
Hutto, Texas 78634
Phone: 512.759.4030

With a copy to:

City Attorney
500 West Live Oak Street
Hutto, Texas 78634
Phone: 512.759.4022

If notice is for the HISD:

Dr. Celina Estrada Thomas, Superintendent of Schools

Hutto Independent School District
200 College Street
Hutto, Texas 78634
Phone: 512.759.3771

With a copy to:

Ms. Ann Greenberg
Walsh Gallegos Trevino Russo & Kyle, P.C.
505 E. Huntland Dr., Suite 600
Austin, Texas 78752
Phone: 512.454.6864

- 8.3 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement, or otherwise rewritten to reflect the original intent of the Parties in a legal and enforceable form.
- 8.4 Governing Law/Venue. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Williamson County, Texas.
- 8.5 Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. Any prior oral, written, or collateral agreements are incorporated herein.
- 8.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- 8.7 No Assignment. The Parties may not assign or transfer their rights under this Agreement.
- 8.8 Compliance with Law. Each Party is responsible for complying with any additional or varying laws and regulations regarding their respective obligations under this Agreement.
- 8.9 No Waiver of Rights. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement. A waiver or failure to enforce any rights by either Party under this Agreement shall not constitute a permanent waiver of that right in the future or any other rights granted under this Agreement. Waivers shall be in writing and signed by the waiving Party.
- 8.10 Breach and Remedies. Failure to perform any obligations under this Agreement constitutes a breach unless expressly excepted herein. Failure of Developer to perform its obligations shall result in the termination of this Agreement, and shall not constitute a breach of the Parties herein. Any disputes regarding this Agreement shall go through the mediation process.

Any dispute, controversy or claim arising out of or relating in any way to the agreement or the relationship including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall be exclusively resolved by litigation. In the event of a dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty

(30) days after such notice, the complaining Party shall seek remedies exclusively through mediation and if not resolved, litigation.

8.11 Amendment. This Agreement shall only be amended by mutual written agreement of the Parties.

IN WITNESS WHEREOF, each Party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

CITY OF HUTTO

By: Michel Samu
Print: MICHEL SAMUEL
Title: ASSISTANT CITY MANAGER/CFO

APPROVED AS TO FORM

By: Melissa Seos
Attorney for the City of Hutto

HUTTO INDEPENDENT SCHOOL DISTRICT

By: [Signature]
Print: Terrence Owens
Title: Board President

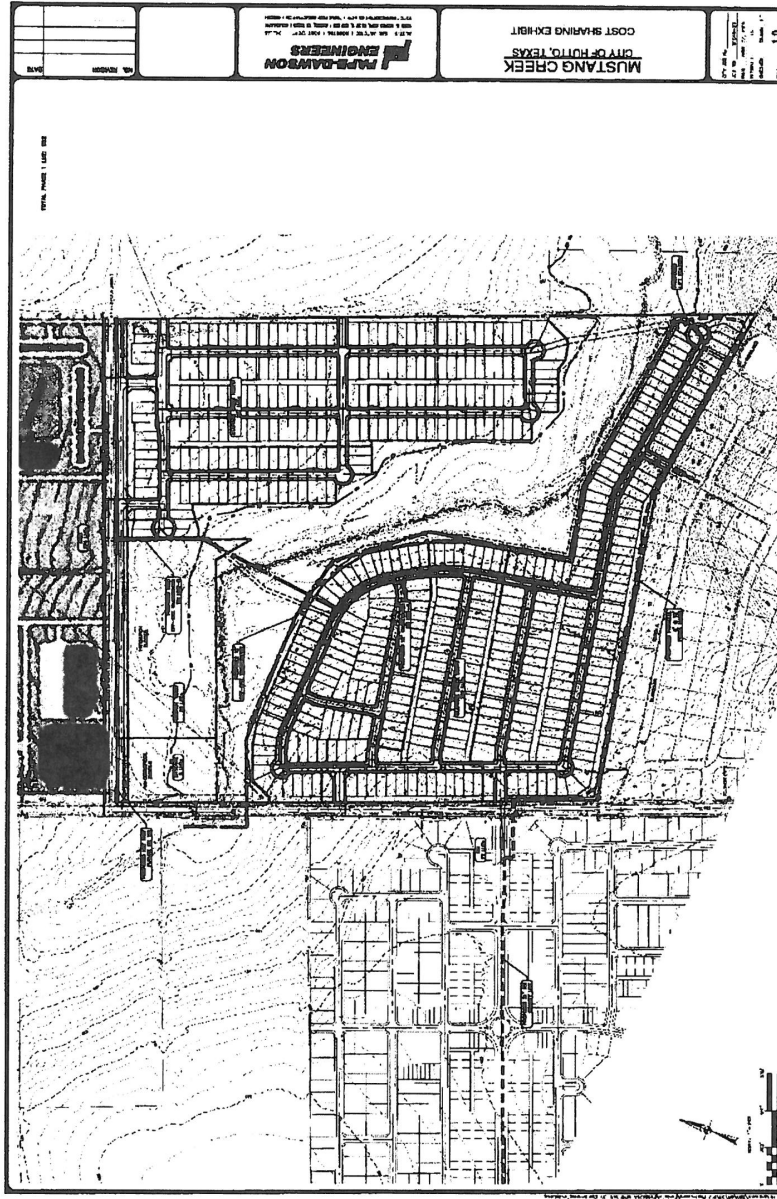


Exhibit A.1
Development/Wastewater

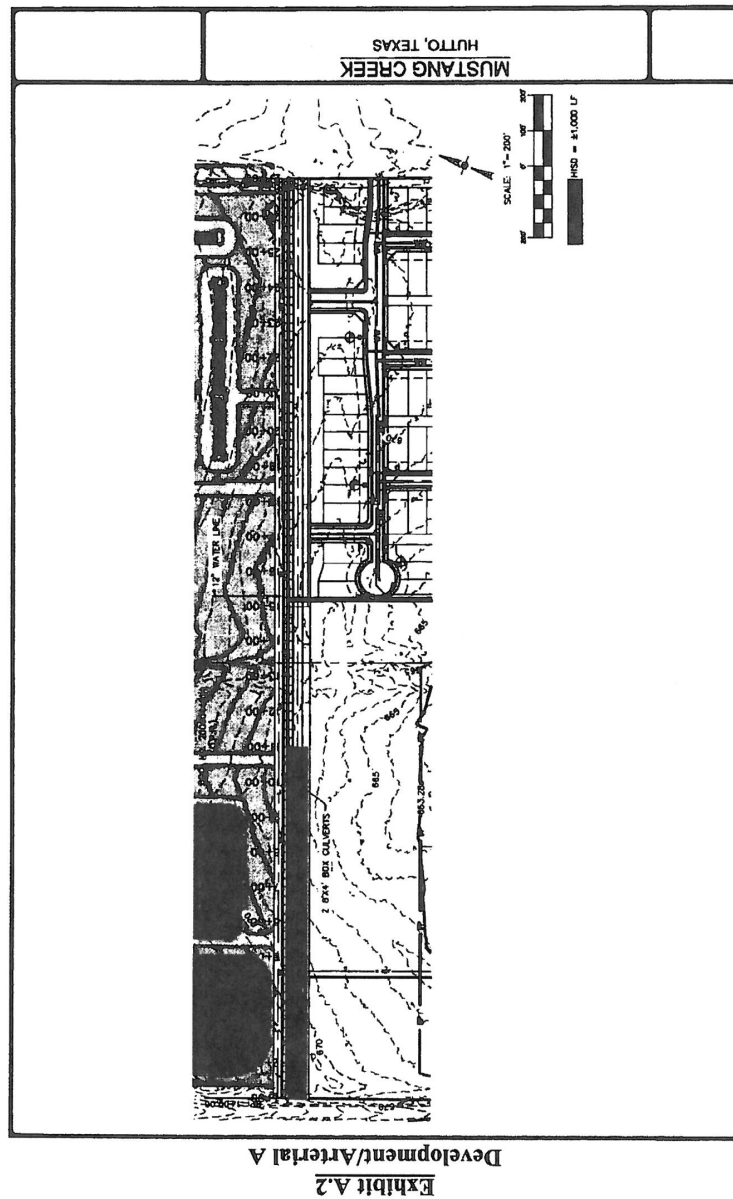


EXHIBIT B
Specifications/Description of Wastewater Infrastructure

REVIEW MUSTANG CREEK APPROVED PHASE 1 CONSTRUCTION PLAN SET
CITY OF HUTTO PROJECT 1619-ENG

Exhibit C
Specifications/Description of Arterial A Infrastructure

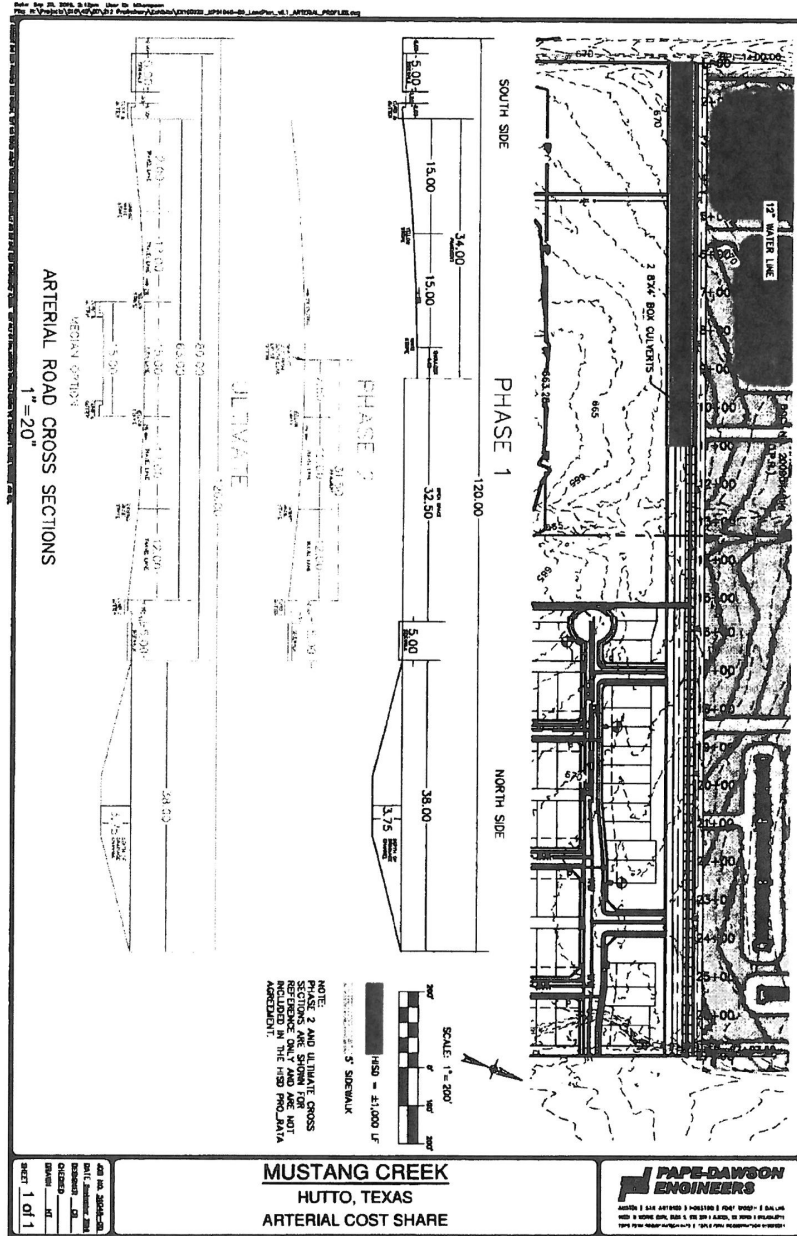


Exhibit D
Cost of Project / Estimated Construction Costs

Date 9/5/2019

Item No.	Description	Unit	Unit Cost			
	Onsite Wastewater	775	LUE	374		LUE
1	12" SDR-35 Wastewater Line (All Depths) Line A	LF	\$45	3111	48%	\$67,559
2	12" SDR-35 Wastewater Line (All Depths) Line B	LF	\$45	1280	100%	\$57,600
3	Trench Safety	LF	\$2	4391*	48%	\$5,563
4	4' Diameter Standard Manhole	EA	\$4,000	19**	48%	\$44,955
5	Connect to existing Wastewater Line	EA	\$3,700	1	48%	\$1,786
	ONSITE WASTEWATER SUBTOTAL					\$177,462
	Offsite Wastewater	982	LUE	374		LUE
6	Lift Station & Appurtenances	LS	\$739,330	1	38%	\$281,578
7	8" Force Main	LF	\$35	3500	38%	\$46,655
8	14" Force Main	LF	\$45	3500	38%	\$59,985
	OFFSITE WASTEWATER SUBTOTAL				38%	\$388,217
	ESC					
9	Stabilized Construction Entrance	EA	\$2,800	1	100%	\$2,800
10	Silt Fence	LF	\$3	2000	100%	\$6,000
11	Inlet Protection	EA	\$85	2	100%	\$170
12	Revegetation (ROW & Easements)	SY	\$2	5222	100%	\$10,444
13	SWPPP Plan Preparation, Permitting, Maintenance	LS	\$10,000	1	38%	\$3,809
	ESC SUBTOTAL					\$23,223
	SUBTOTAL FOR IMPROVEMENTS					\$588,902
	Contingencies				10%	\$58,890
	TOTAL WASTEWATER					\$647,792

*48% cost of 3111 + 100% cost of 1280

**48% of 15 + 100% cost of 4

Item No.	Description	Unit	Unit Cost			
	Arterial Street (South Side 36' Pavement): (costs based on 1000 LF)	LF		(1000')		
1	Clear & Grub (120' Wide)	SY	\$1	13333	100%	\$13,333
2	Excavation and Embankment (ROW - ROW) (120' Wide)	SY	\$3	13333	100%	\$40,000
3	Subgrade Prep (40' Wide)	SY	\$1	4444	100%	\$4,444
4	Lime Stabilization (8" Thick) (40' Wide)	SY	\$8	4444	100%	\$35,556
5	Crushed Limestone Base (16" Thick) (40' Wide)	SY	\$14	4444	100%	\$62,222
6	H.M.A.C. (3" Thick) (36' Wide)	SY	\$15	3778	100%	\$56,667
7	6" Curb and Gutter (south side)	LF	\$15	1000	100%	\$15,000
8	Ribbon Curb (North Side)	LF	\$15	1000	100%	\$15,000
9	10' Standard Inlets	EA	\$4000	2	100%	\$8,000
10	24" RCP	LF	\$55	750	100%	\$41,250
11	8X4 Box Culvert	LF	\$450	160	100%	\$72,000
12	Culvert Headwalls 8X4	EA	\$15000	2	100%	\$30,000
13	Channel Excavation	CY	\$15	1000	100%	\$15,000
14	Channel Revegetation	SY	\$1	42000	100%	\$42,000
	SUBTOTAL FOR IMPROVEMENTS					\$450,471
	Contingencies				10%	\$45,047
	TOTAL ARTERIAL A					\$495,518

Engineering & Fees	\$34,299
TOTAL PROJECT	\$1,177,609

EXHIBIT B
Cost of Project / Actual Construction Costs

Date 1/12/2021

Item No.	Description	Unit	Unit Cost	Quantity	Percentage	Total
	Onsite Wastewater (Line B)					
1	12" PVC SDR 26 Pipe 8-10'	LF	\$37.78	328	100%	\$12,391.84
2	12" PVC SDR 26 Pipe 10-12'	LF	\$40.19	278	100%	\$11,172.82
3	12" PVC SDR 26 Pipe 12-14'	LF	\$42.77	675	100%	\$28,869.75
4	Trench Safety	LF	\$1.12	1,281	100%	\$1,434.72
5	4' Diam. Standard Manhole	EA	\$3,972.46	4	100%	\$15,889.84
6	Extra Depth Manhole	VF	\$337.97	21	100%	\$7,097.37
7	24" Casing with Concrete Cap	LF	\$232.05	100	100%	\$23,205.00
8	Temporary Creek Crossing and Restoration	LS	\$10,387.87	1	100%	\$10,387.87
	ONSITE WASTEWATER LINE A SUBTOTAL					\$ 110,449.21
	Onsite Wastewater (Line A)	LUE	775	374	48%	
9	12" PVC SDR 26 Pipe 14-16'	LF	\$45.33	849	48%	\$18,572.20
10	12" PVC SDR 26 Pipe 16-18'	LF	\$47.46	1,024	48%	\$23,452.96
11	12" PVC SDR 26 Pipe 18-20'	LF	\$50.06	1,238	48%	\$29,907.59
12	Trench Safety	LF	\$1.12	3,111	48%	\$1,681.47
13	4' Diam. Standard Manhole	EA	\$3,972.46	15	48%	\$28,755.48
14	Extra Depth Manhole	VF	\$337.97	126	48%	\$20,550.32
	ONSITE WASTEWATER LINE B SUBTOTAL					\$ 122,920.01
	Offsite Wastewater	LUE	982	374	38%	
15	Lift Station & Appurtenances	LS	\$782,185.40	1	38%	\$297,899.53
16	8" Force Main	LF	\$36.48	3,043	38%	\$42,278.24
17	14" Force Main	LF	\$61.36	3,038	38%	\$70,995.89
18	8" Gate Valve	EA	\$1,873.22	1	38%	\$713.43
19	14" Gate Valve	EA	\$7,541.85	1	38%	\$2,872.35
20	21" PVC SDR 26 Pipe	LF	\$84.88	493	38%	\$15,937.21
21	Trench Safety	LF	\$1.18	6,574	38%	\$2,954.42
22	4' Diam. Standard Manhole	EA	\$5,118.69	3	38%	\$5,848.44
23	5' Diam. Standard Manhole	EA	\$7,238.49	1	38%	\$2,756.82
24	Electric Service	LS	\$5,500.00	1	38%	\$2,094.70
	OFFSITE WASTEWATER SUBTOTAL					\$ 444,351.04
	ESC					
25	Stabilized Construction Entrance	EA	\$2,607.62	1	38%	\$993.13
26	Silt Fence (Line B)	LF	\$2.35	2,340	100%	\$5,499.00
27	Silt Fence (Line A)	LF	\$2.35	1,225	48%	\$1,389.23
28	Revegetation (ROW & Easements) (Line B)	SY	\$1.45	2,257	100%	\$3,272.65
29	Revegetation (ROW & Easements) (Line A)	SY	\$1.45	2,462	48%	\$1,722.76
30	SWPPP Plan Preparation, Permitting, Maintenance	EA	\$3,350.27	1	38%	\$1,275.97
	ESC SUBTOTAL					\$ 14,152.74
	TOTAL WASTEWATER IMPROVEMENTS					\$ 691,873.00

Item No.	Description	Unit	Unit Cost	Quantity	Percentage	Total
	CR 118 Arterial (South Side 36' Pavement)					
	PHASE 1					
	Street Improvements					
1	Clear & Grub (ROW-ROW)	SY	\$0.29	13,035	100%	\$3,780.15
2	Excavation/Embankment (ROW-ROW)	SY	\$2.06	13,035	100%	\$26,852.10
3	Subgrade Preparation (3' BOC)	SY	\$1.99	4,892	100%	\$9,735.08
4	10" Lime Treated Subgrade (3' BOC)	SY	\$7.41	4,892	100%	\$36,249.72
5	Crushed Limestone Base (21" Thick) (3' BOC)	SY	\$22.72	4,892	100%	\$111,146.24

6	H.M.A.C. (6.0" Thick)	SY	\$36.64	3,989	100%	\$146,156.96
7	6" Standard Curb & Gutter w/Base	LF	\$15.67	950	100%	\$14,886.50
8	5' Concrete Sidewalk	LF	\$33.31	1,883	100%	\$62,722.73
9	Type 1 Sidewalk Ramps	EA	\$1,544.34	4	100%	\$6,177.36
10	Sawcut and Tie to Existing Street	EA	\$571.98	2	100%	\$1,143.96
11	Street End Barricade	EA	\$1,429.94	1	100%	\$1,429.94
12	Stop Signs With Street Name & Stop Bars	EA	\$571.98	1	100%	\$571.98
13	Miscellaneous Signage (Speed Limit, No Through Traffic)	EA	\$274.55	2	100%	\$549.10
14	Striping	LS	\$9,466.20	1	100%	\$9,466.20
STREET IMPROVEMENTS SUBTOTAL						\$ 430,868.02
Drainage Improvements						
15	10' City Standard Curb Inlet	EA	\$4,399.38	1	100%	\$4,399.38
16	4' X 4' Temporary Area Inlet	EA	\$3,229.77	1	100%	\$3,229.77
17	18" CLASS III R.C.P.	LF	\$50.43	69	100%	\$3,479.67
18	24" CLASS III R.C.P.	LF	\$59.98	323	100%	\$19,373.54
19	3' x 2' R.C.P. Box	LF	\$210.85	151	100%	\$31,838.35
20	5' x 3' R.C.P. Box	LF	\$316.79	110	100%	\$34,846.90
21	Drainage Channel D1.01	LF	\$17.16	797	100%	\$13,676.52
22	Drainage Channel D1.02	LF	\$17.16	145	100%	\$2,488.20
23	Drainage Channel D2.01	LF	\$17.16	440	100%	\$7,550.40
24	Drainage Channel D3.01	LF	\$17.16	145	100%	\$2,488.20
25	Drainage Channel F1.01	LF	\$17.16	509	100%	\$8,734.44
26	3' x 3' Junction Box	EA	\$2,730.09	1	100%	\$2,730.09
27	3' X 2' Sloping Headwall	EA	\$12,345.05	2	100%	\$24,690.10
28	5' X 3' Sloping Headwall	EA	\$18,892.25	2	100%	\$37,784.50
29	24" SET	EA	\$2,994.51	1	100%	\$2,994.51
30	Trench Safety	LF	\$1.14	653	100%	\$744.42
31	Rock Berm	LF	\$40.04	25	100%	\$1,001.00
32	Rock Rip-Rap	SY	\$35.36	890	100%	\$31,470.40
DRAINAGE IMPROVEMENTS SUBTOTAL						\$ 233,520.39
Water Improvements						
33	8" Class 305 C900 DR-14 Water Line	LF	\$40.15	113	100%	\$4,536.95
34	8" Gate Valve	EA	\$2,102.79	2	100%	\$4,205.58
35	12" Class 305 C900 DR-14 Water Line	LF	\$50.19	1,223	100%	\$61,382.37
36	12" Gate Valve	EA	\$2,830.11	9	100%	\$25,470.99
37	Fire Hydrant Assembly	EA	\$4,816.03	4	100%	\$19,264.12
38	16" Steel encasement	LF	\$132.09	113	100%	\$14,926.17
39	24" Steel encasement	LF	\$144.13	113	100%	\$16,286.69
40	Connect to Existing 12" Waterline (Standard connection)	EA	\$7,649.63	1	100%	\$7,649.63
41	Bore FM 1660	LF	\$565.47	80	100%	\$45,237.60
42	Trench Safety	LF	\$0.57	1,223	100%	\$697.11
43	Temporary Fire Type Blow off Hydrant	EA	\$2,405.81	1	100%	\$2,405.81
44	Air Release Valve	EA	\$3,264.95	1	100%	\$3,264.95
WATER IMPROVEMENTS SUBTOTAL						\$ 205,327.97
ESC						
45	Stabilized Construction Entrance	EA	\$3,700.68	1	100%	\$3,700.68
46	Silt Fence	LF	\$2.40	1,295	100%	\$3,108.00
47	Inlet Protection	EA	\$80.08	4	100%	\$320.32
48	Revegetation (R.O.W. & Easements)	SY	\$1.73	14,351	100%	\$24,827.23
49	SWPPP Plan Preparation, Permitting, Maintenance	LS	\$4,575.81	1	100%	\$4,575.81
50	Erosion Matting	SY	\$1.43	4,375	100%	\$6,256.25
ESC SUBTOTAL						\$ 42,788.29
TOTAL ARTERIAL IMPROVEMENTS						\$ 912,504.67
TOTAL PROJECT						\$ 1,604,377.67



Item 9.1: Budget Amendment – HISD Mustang Creek

Per cost-sharing agreement terms, City is functioning in a pass-thru capacity.

- HISD funds held by City until final project inspection
- Once accepted, HISD funds transferred to the Developer

Utility Fund Revenue:

- HISD Pro Rata Share - \$1,150,000
- Increase in Utility Fund (Fund 50) Development Participation

Utility Fund Expenditure:

- Disbursement of HISD funds directly to Developer - \$1,150,000
- Increase expenditure authority in Utility Fund (Fund 50) Non-departmental Other

ORDINANCE NO. O-2021-004

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2020-21 BUDGET FOR ACTIVITIES RELATED HEDC ADMINISTRATIVE AND PROFESSIONAL SERVICES CONTRACT.

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

SECTION 1: That the appropriations for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with approved contract with the Hutto Economic Development Corporation Type 4B for administrative and professional services.

SECTION 2: That the amendment increasing revenues is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2020, and ending September 30, 2021. In addition, increases to the City's authorized headcount (FTEs) and Salaries & Benefits expense line item is authorized for any HEDC staff transferred to the City.

SECTION 3: 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 and the *City Charter*.

SECTION 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code* and the *City Charter*.

SECTION 7: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter. 551, Tex. Gov't. Code*.

READ and **APPROVED** on **first reading** on this the **4th** day of **February 2021**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and **ADOPTED** on **second and final reading** this **18th** day of **February 2021**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary



Item 9.3: Budget Amendment – CDC Agreement

General Fund Revenues:

- Interlocal Agency Revenue + \$20,000
- CDC Contract (Feb. 2021-Sept. 2021)
 - \$30,000 per yr./\$2,500 per mo.

General Fund Expenditures:

- Salaries & Benefits + \$50,000
 - 1 FTE Transfer @ \$75,000 per year
(Feb. – Sept. includes benefits)
- No budget increase associated with providing professional & administrative services

Authorized FTEs

- Transfer FTE +1
 - Economic Development Specialist

Department	FTEs				
	Original Budget	Approved Amendments	Current Authorized	Proposed Amendments	Proposed Authorized
City Administration	9.0	1.0	10.0	1.0	11.0
Communications	7.0	-	7.0	-	7.0
Community Services	12.0	-	12.0	-	12.0
Development Services	6.5	-	6.5	-	6.5
Engineering	2.5	-	2.5	-	2.5
Police	48.0	-	48.0	-	48.0
Public Works	20.5	-	20.5	-	20.5
Financial Services	15.0	-	15.0	-	15.0
Information Technology	3.0	-	3.0	-	3.0
TOTAL	123.5	1.0	124.5	1.0	125.5
General Fund	107.5	1.0	108.5	1.0	109.5
Utility Fund	16.0	-	16.0	-	16.0
TOTAL	123.5	1.0	124.5	1.0	125.5
Positions - Economic Development Division					
Director, Economic Development Actively Recruiting					
Economic Development Specialist Vacant					
Economic Development Specialist Transferring (Filled)					



To: City Council

From: Hutto Capital Improvements Advisory Committee

Tony Wertz, P&Z, Chair
Richard Hudson, P&Z, Vice-Chair
Jerrica Lawyer, P&Z
Randal Clark, P&Z
John Klein, P&Z
Susanna Boyer, P&Z
James Weaver, P&Z
Joel Coombs, ETJ Representative

Date: January 15, 2021

Re: Water and Wastewater Impact Fee

On Tuesday January 5, 2021, the Capital Improvements Advisory Committee met during a scheduled meeting. Staff worked with DCS Engineering to prepare and present Information regarding the Water and Wastewater Impact Fee that resulted from the land use methodology, water and wastewater service areas, projected growth, and 10-Year Capital Improvement Plans that were reviewed and recommended by the Capital Improvements Advisory Committee and approved by City Council on January 7, 2021.

The Capital Improvements Advisory Committee reviewed and discussed the recommended Water and Wastewater Impact Fees as presented on January 5, 2021 by vote of 6 for and 1 against with 1 member not present.

In accordance with Chapter 395 of the Texas Local Government Code, the Capital Improvements Advisory Committee recommends approval of adopting an ordinance for the Water Impact Fee of \$8,832 per LUE and the Wastewater Impact Fee of \$2,788 per LUE.

Sincerely,

A handwritten signature in blue ink that reads 'Tony Wertz'.

Tony Wertz.
Planning and Zoning Commission Chair

City of Hutto
500 W. Live Oak Street - Hutto, Texas 78634
512-759-4030 • www.huttotx.gov

City of Hutto, Texas

IMPACT FEES ORDINANCE

ORDINANCE NO. O-2021-003

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING CHAPTER 16, ARTICLE 16.04, IMPACT FEES, OF THE HUTTO CODE OF ORDINANCES, AMENDING THE CITY OF HUTTO WATER AND WASTEWATER IMPACT FEES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

- WHEREAS,** the City of Hutto, Texas (the “City”) is a home-rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its Home Rule Charter; and
- WHEREAS,** the City established water and wastewater impact fees to be imposed within its corporate limits and within its extraterritorial jurisdiction by Ordinance No. O-13-01-17-10B (the “Impact Fee Ordinance”) in compliance with Chapter 395 of the Texas Local Government Code; and
- WHEREAS,** the Impact Fee Ordinance has been codified in Article 16.04 of Chapter 16 of the Hutto Code; and
- WHEREAS,** Section 395.052 of the Texas Local Government Code requires a city imposing utility impact fees to update the land use assumptions and capital improvement plans at least once every five (5) years; and
- WHEREAS,** the City has undertaken to update the Capital Improvement Plan and the Land Use Assumptions to determine whether any amendments are advisable and determine whether the water and/or wastewater impact fees should be amended pursuant to Sec. 395.052, Texas Local Government Code; and
- WHEREAS,** on September 3, 2020, the City Council adopted Resolution No. 2020-082 appointing the capital improvements advisory committee in accordance with Section 395.058 of the Texas Local Government Code; and
- WHEREAS,** on November 19, 2020, the City Council heard a report on the land use assumptions and capital improvements plan, and ordered a public hearing on the amendments to the land use assumptions and capital improvements plan for January 7, 2021; the first public hearing to discuss amending the City of Hutto Water and Wastewater Impact Fee for January 21, 2021; and the final public hearing to discuss amending

the City of Hutto Water and Wastewater Impact Fee for February 4, 2021; and

WHEREAS, the City held a public hearing and approved the updated Land Use Assumptions and Capital Improvements Plan for the Water and Wastewater Impact Fees in conjunction with Resolution No. R-2021-004; and

WHEREAS, the capital improvements advisory committee filed its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees in accordance with Section 395.050 of the Local Government Code; and

WHEREAS, the City held public hearings on January 21, 2021 and February 4, 2021 on the amendments to the City of Hutto Water and Wastewater Impact Fee; and

WHEREAS, the City Council finds that the provisions governing and setting forth the water and wastewater impact fees to be assessed and collected established in the Impact Fee Ordinance and codified in Article 16.04 of Chapter 16 of the Hutto Code should be amended; and

WHEREAS, the City Council finds that the City has complied with Chapter 395 of the Texas Local Government Code in the amendment of the land use assumptions, capital improvements plans, and impact fees; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Hutto to adopt an ordinance amending Chapter 16, Article 16.04, to assure the availability of adequate water and wastewater facilities and services in order to serve new development consistent with the policies set forth in the City's comprehensive plan.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 16, Article 16.04 of the Hutto Code of Ordinances is hereby amended to read in accordance with *Attachment "A"* which is attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in *Attachment "A"*.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication in accordance with Section 3.13 of the City Charter.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the ____ day of _____, 2021, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Hutto, Texas.

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

CITY OF HUTTO:

by: _____
Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

ATTACHMENT “A”

CHAPTER 16 Planning and Miscellaneous Development Regulations

ARTICLE 16.04 IMPACT FEES

Division 1. Generally

**Sec. 16.04.001 Adoption of capital improvement plan and land use assumptions;
Amendments**

Pursuant to chapter 395, Texas Local Government Code, the city must adopt land use assumptions and capital improvement plans prior to the imposition of impact fees. The land use assumptions and capital improvement plan dated July 2006, as amended on December, 2020, on record in the office of the city secretary, are hereby adopted and incorporated by reference.

Secs. 16.04.002–16.04.030 Reserved

Division 2. Water and Wastewater

Sec. 16.04.031 Purpose

This division is intended to assure the provision of adequate public facilities to serve new development in the city by requiring each development to pay its pro rata share of the costs of improvements necessitated by and attributable to such new development. Impact fees established by this division are additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits or certificates of occupancy. Such fee is intended to be consistent with and to further the policies of the city's growth guidance plan, the capital improvement program plans, the unified development code ordinance and other city policies, resolutions and ordinances by which the city seeks to provide adequate public facilities in conjunction with the development of land.

Sec. 16.04.032 Applicability

This division shall be applicable uniformly to new development that occurs within the water and wastewater service area. For new development that occurs within the boundaries of the city's wholesale customers or other political subdivisions, the applicability and terms for the assessment and collection of the impact fee shall be defined by agreement.

Sec. 16.04.033 Authority

This division is adopted pursuant to ~~[Vernon's Annotated Texas Civil Statutes (V.A.T.C.S.)]~~ Texas Local Government Code, chapter 395, the constitution and laws of the state, and the city's regulations and ordinances. The provisions of this division shall not be construed to limit the power of the city to adopt an impact fee pursuant to any other source of local

authority nor to limit the utilization of any other methods or powers otherwise available for accomplishing the purposes set forth herein.

Sec. 16.04.034 Development approval

No application for new development shall be approved by the city council without a written assessment of the development and impact fee by city departments pursuant to this division, and no water and wastewater tap shall be connected unless the impact fees assessed by this division have been paid.

Sec. 16.04.035 Definitions

In addition to the terms defined in the Texas Local Government Code, section 395.001, the following terms, as used in this division, shall have the meanings ascribed to them ~~hereinbelow~~ *herein below*:

Assessment. Shall have the meaning set forth in subsection 395.016(f) of the ~~the~~ Statute.

Director. The director of ~~development services~~ *Engineering* or his designee.

Living ~~fu~~Unit ~~fe~~Equivalent (LUE). The standardized measure referred to in the definition of “service unit” in the act and in this division. An LUE consumes ~~300~~ *438* gallons per day of water and produces ~~233~~ *225* gallons per day of wastewater.

Service Unit. A standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

Statute. ~~V.A.T.C.S.,~~ Texas Local Government Code, ~~the~~ Sections 395.001 et seq.

Wastewater facility. A capital improvement or facility expansion for providing wastewater service, including but not limited to land or easements, treatment facilities, lift stations, and interceptor mains. The term does not include wastewater lines or mains which are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of facilities and which are maintained in dedicated trusts. The term “wastewater facilities” also does not include dedication of easement or rights-of-way or easements or construction or dedication of on-site wastewater collection facilities required by valid ordinances of the city and necessitated by and attributable to new development.

Water facility. Improvements for providing water service, including but not limited to land or easements, water supply facilities, treatment facilities, pumping facilities, storage facilities or transmission mains. The term does not include water lines or mains constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities maintained in dedicated trusts. The term *also* does not include dedication of rights-of-way or easements or construction or dedication of on-site water distribution facilities required by valid ordinances of the city and necessitated by and attributable to new development.

Sec. 16.04.036 Land use assumptions

(a) The land use assumptions previously adopted by the city are incorporated by reference and are kept on record in the office of the city secretary.

(b) Said land use assumptions for the city shall be updated at least every five (5) years utilizing the amendment procedure set forth in the ~~act~~ *Statute*.

(c) Amendments to the land use assumptions shall incorporate projections of changes in land uses, densities, intensities and population for the service area over at least a ten-year period.

Sec. 16.04.037 Water and Wastewater Impact Fee Service area

(a) ~~{The w}~~Water and wastewater impact fee service area, the boundaries of which are depicted on the service area maps included in the impact fee report attached to Ordinance O-13-01-17-10B as amended by the impact fee report attached to Ordinance No. O-2021-003 as ~~{e}~~Exhibit A, have been approved by the city council~~{,}~~ and a map showing such service areas shall be kept on record in the office of the city secretary.

(b) The boundaries of the water and wastewater impact fee service areas may be amended from time to time in accordance with the procedures set forth in the ~~{s}~~Statute.

Sec. 16.04.038 Impact fee capital improvements program plan for water and wastewater facilities

(a) The impact fee capital improvements program plan~~{s}~~ for water and wastewater facilities adopted by the city, and amendments, are incorporated in this division by reference and are kept on record in the office of the city secretary.

(b) The impact fee capital improvements program plan for water and wastewater facilities may be amended from time to time pursuant to the procedures set forth in the ~~{s}~~Statute.

Sec. 16.04.039 Determination of service units

(a) ~~{Conversion table.}~~ Calculation. The number of service units for both water and wastewater service is determined by the size and type of the ~~{water meter purchased for the property}~~ development in accordance with the ~~{following schedule.}~~ established City of Hutto Land Use Density Tables and/or Engineering Department Living Unit Equivalent Table attached to Ordinance No. O-2021-003, as part of Exhibit A.

-	Meter Size (inches)	Service Units
-	5/8	1.00
-	3/4	1.5
-	1	2.5
-	1.5	5.0
-	2	8.0
-	3	16.0
-	4	25.0
-	6	50.0

-	8	80.0
-	10	115.0

(b) ~~[Calculation]~~ *Type of Development not applicable to the Land Use Density Table or Living Unit Equivalent Table.* ~~[Service units shall be calculated based upon the size of the water meter as set out above.]~~

~~[(c) — Lots with no water meter.]~~ Upon application for a building permit for lots for which ~~[no water meter has been purchased,]~~ *the type of development does not conform to the Land Use Density Table or Living Unit Equivalent Table,* ~~wastewater~~ service units shall be determined by a professional engineer licensed in the state subject to the approval of the director.

~~[(d)]~~ (c) Revision of service units designation. The city may revise the service units designation in accordance with the procedures set forth in the ~~[s]~~ Statute.

Sec. 16.04.040 Impact fees per service unit

(a) Maximum allowable fee. The maximum impact fee per service unit shall be computed by dividing the cost of water and wastewater capital improvements and facilities expansions necessitated by and attributable to new development identified in the impact fee capital improvements program plan for water and wastewater facilities for each category of capital improvements by the total number of projected service units in the impact fee service area based upon the land use assumptions, and then may be adjusted to reflect a credit, as appropriate, for other non-fee methods of capital payments referenced in section 395.014(a)(7), Texas Local Government Code. Maximum impact fees per service unit shall be established for each category of capital improvements and are on record in the office of the city secretary, and incorporated in this division by reference.

(b) ~~[Lots platted between November 21, 2006, and January 31, 2013.]~~ For lots platted between ~~[November 21, 2006, and January 31, 2013]~~ *January 31, 2013 and February 4, 2021*, the city shall assess and collect per service unit to be served by the city:

(1) A water impact fee ~~[as provided in the fee schedule in appendix A of this code]~~ *of Three Thousand Six Hundred Twenty-Five Dollars (\$3,625.00) per LUE.*

(2) A wastewater impact fee ~~[as provided in the fee schedule in appendix A of this code]~~ *of Two Thousand One Hundred Twenty-Eight Dollars (\$2,128.00) per LUE.*

(c) ~~[Lots platted after February 1, 2013.]~~ For lots platted after February ~~[1, 2013]~~ *4, 2021*, the city shall assess and collect per service unit to be served by the city:

(1) A water impact fee ~~[as provided in the fee schedule in appendix A of this code]~~ *of Eight Thousand Eight Hundred Thirty-Two Dollars (\$8,832.00) per LUE.*

(2) A wastewater impact fee ~~[as provided in the fee schedule in appendix A of this code]~~ *of Two Thousand Seven Hundred Eighty-Eight Dollars (\$2,788.00) per LUE.*

Sec. 16.04.041 Assessment of Impact Fees

(a) The city shall assess the impact fees per service unit in effect at the time of plat recordation of a subdivision plat or other plat in accordance with the city's unified development code ordinance.

(b) Except as provided in section 395.019 of the ~~[s]~~ Statute, the city shall collect the fees as

follows:

- (1) At the time the political subdivision issues a building permit; or
- (2) For land platted outside the corporate boundaries of the city, the city shall collect the impact fees at the time an application for an individual meter connection to the city's water or wastewater system is filed.
- (c) For land on which new development occurs or is proposed to occur without platting, the city may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the city's water or wastewater system or at the time the city issues either the building permit or the certificate of occupancy.
- (d) Following assessment of the impact fee hereunder, the amount of the impact fee per service unit may not be increased above the assessed fee unless the owner obtains final approval for replatting, in which case a new assessment shall occur at the assessed water and wastewater impact fee per service unit in effect at the time of such replatting.
- (e) An application for an amended plat made pursuant to Texas Local Government Code section 212.016 or the city's unified development code ordinance is not subject to a reassessment of the impact fee.

Sec. 16.04.042 Calculation of Impact Fees

- (a) The water and wastewater impact fees shall be based on the size and type of the ~~{water meter determined by the director to be necessary to serve the}~~ development and the number of service units associated with that size and type of ~~{water meter. If the city allows a}~~ development ~~{to connect to the wastewater system without connecting to the water system, the director shall determine the size of the water meter that would be required if the development did connect to the water system. The number of service units associated}~~ in accordance with the {various sizes of water meter are set forth herein in section 16.04.039, pertaining to determination of service units} Land Use Density Table or Living Unit Equivalent Table.
- (b) A property owner may submit, or the director may require the submission of a study, prepared by a professional engineer, licensed in the state, clearly indicating the number of water and/or wastewater service units which will be consumed or generated by the new development. The director will review the information for completeness and conformity with generally accepted engineering practices and may, when satisfied with the completeness and conformity of the study, modify the total number of service units required for the new development.
- (c) Total service units shall be multiplied by the impact fee per service unit for water or wastewater service as depicted in section 16.04.040, pertaining to impact fee per service unit, or as determined in subsection (b) above.
- (d) All applicable offsets, credits or discounts per service unit allowable under this division for water or wastewater service shall be subtracted from the product derived under subsection (c) of this section.
- (e) The amount of impact fee due for new development shall not exceed the amount computed by multiplying the assessed fee for water or wastewater service by the total number of service units generated by the development.
- (f) Whenever the property owner increases the number of service units for a development,

the additional impact fees collected for such new service units shall be determined based on the assessed fee and applicable offsets, credits and discounts then in effect, and such additional fee shall be collected at the time the additional meters are purchased.

(g) For the purpose of determining water impact fees, no additional service units are attributable to the addition of a separate irrigation meter if the irrigation meter is the same size as or smaller than the existing meter. If a larger irrigation meter is installed, the water impact fee shall be the difference between that of the existing meter and that of the irrigation meter.

(h) In determining the number of service units for wastewater impact fees, no service units will be attributed to irrigation ~~{meters}~~ *flows*.

(i) Payment of an impact fee in accordance with the terms and conditions of this division shall entitle the payor to receive a credit for same to be used in the event the tap for the property for which the fee is paid expires and must be repurchased; provided, however, that the impact fee is not refundable upon expiration of the tap.

(j) If the tap or building permit for the property on which an impact fee is paid has expired and a new application is thereafter filed for the same property with the same number of service units on the property, the impact fee previously paid satisfies the requirements of this division.

(k) The impact fee shall attach to the property for which the impact fee was paid and shall not be transferable to other properties or service units.

(l) No request to connect to the water and wastewater system shall be granted and no building permit shall be issued if the applicant cannot verify payment of the appropriate impact fee and other applicable fees or if existing facilities do not have actual capacity to provide service to the new connection(s).

Sec. 16.04.043 Credits

If the city requires as a condition of development approval, or otherwise enters into an agreement with a developer, to have the developer construct, fund or otherwise contribute toward the cost of a capital improvement or facility expansion included in the adopted impact fee capital improvements program plan for water and wastewater facilities, the city shall provide for reimbursement in the form of credits against impact fees that would otherwise be due from the development *by entering into an agreement as allowed by section 395.018 of the Statute*. Such credits shall run with the land and shall be used to reduce the amount of the impact fee that would otherwise be owed at the time of collection of impact fees. If the amount of such credits would be insufficient to reimburse the developer for the cost of required improvements, the city shall provide for reimbursement to the developer up to the balance of the cost of the required improvements from water or wastewater impact fees collected from other new development within the same service area. In determining the amount of such credits, the developer shall submit evidence of the actual, fair-market cost of the required improvement. Such credits shall only be applicable against the impact fees for the type of facility (water or wastewater) for which the capital improvement is made.

Sec. 16.04.044 Exceptions and exemptions

(a) Limitation on modification. Except as provided in this division or by contract in existence on the effective date of the ordinance codified in this division, any reduction, change or modification in the amount or time of payment of the impact fee must be approved by a duly enacted ordinance of the city council.

(b) ~~[Taps utilized for fire protection capacity.]~~ Fire protection capacity. No fee shall be collected for the purchase of a tap that is utilized to provide only fire protection capacity.

(c) ~~[Contracts with wholesale customers.]~~ Nothing hereinabove stated shall be construed to alter the terms of a contract with a wholesale customer of the city regarding the payment of impact fees and shall not be construed to authorize the payment of impact fees in installments in areas encompassed by such a contract for wholesale service.

~~[(d) — Exchange of tap. A tap may be exchanged before any water or wastewater service has been received for another tap without collection of the impact fees established in this division if the exchange will result in an equivalent or lesser number of service units to be utilized on the property for which the tap was originally purchased. The number of service units to be exchanged shall be determined in accordance with section 16.04.039 and shall not be based on the number of units at the time of initial purchase.]~~

~~[(e)]~~ (d) Waivers. *In accordance with the Statute*, ~~[A]~~ after evaluation of the staff recommendation as per section 16.04.034, by majority vote of the city council, a resolution or ordinance may be adopted waiving or reducing the impact fees for a certain class of development, or for a specific development if there is a finding that the proposed waiver or reduction would result in substantial economic benefit to the city.

Sec. 16.04.045 Accounting for fees and interest

(a) All water and wastewater impact fees collected by the city shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements for which the fees were collected as required by the Statute.

(b) Interest earned by each account shall be credited to the account on which it is earned and shall be used solely for the purposes specified for impact fees as authorized ~~[hereinbelow]~~ herein below.

(c) The city shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in this division. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this division; provided, however, that any fee paid shall be expended within a reasonable period of time, but not to exceed ten years from the date the fee is deposited into the account.

(d) The city shall maintain and keep adequate financial records for each such account, which shall show the source and disbursement of all revenues, which shall account for all moneys received, ~~[and]~~ the number of service units for which the moneys are received, and which shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provision of projects specified in the impact fee capital improvements program plan for water and wastewater facilities as system-related capital projects. The city shall also maintain such records as are necessary to ensure that refunds are appropriately made in accordance with this division.

Sec. 16.04.046 Use of proceeds of impact fees

(a) Water and wastewater impact fees shall only be used to pay the costs of constructing water and wastewater capital improvements or facility expansions, including and limited to the following:

- (1) Construction contract price;
- (2) Subject to the provisions of subsection 395.012(b) of the ~~[s]~~ Statute, interest charges,

including projected interest charges, or other finance costs;

(3) Surveying and engineering fees;

(4) Land acquisition costs, including land purchases, court awards and costs, attorney's fees and expert witness fees; and

(5) Fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the impact fee capital improvements program plan for water and wastewater facilities who is not an employee of the city.

(b) Impact fees collected pursuant to this division shall not be used to pay for any of the items set forth in section 395.013 of the ~~{s}~~Statute.

Sec. 16.04.047 Refunds

All or any portion of a water or wastewater impact fee payment that has been collected by the city and has not been spent as authorized by this division within ten (10) years from the date such impact fee was collected shall be refunded pursuant to the provisions set forth in section 395.025 of the ~~{s}~~Statute.

Sec. 16.04.048 Updates to plan and revision of fees

The city shall review the land use assumptions and impact fee capital improvements plan for water and wastewater facilities at least every five (5) years, with the five-year period to commence from the date of adoption of the impact fee capital improvements plan for water and wastewater facilities referenced in this division. The city council shall accordingly make a determination of whether changes to the land use assumptions, impact fee capital improvements program plan for water and wastewater facilities or impact fees are needed and shall, in accordance with the procedures set forth in the act, or any successor statute, either update the fees or make a determination that no update is necessary.

Secs. 16.04.049–16.04.060 Reserved

CITY OF HUTTO



WATER & WASTEWATER IMPACT FEE UPDATE

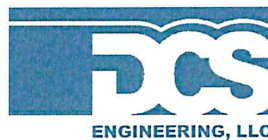
December 2020



1/29/21

Prepared by:

A handwritten signature in blue ink that reads 'Darren Strozewski' with a stylized flourish at the end.



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Section 1

Executive Summary

1.1 BACKGROUND

On June 30, 2020, the City of Hutto (City) contracted with DCS Engineering, LLC (DCS) to develop this impact fee update and analysis for the City's water and wastewater systems. DCS has been working for the City for over 11 years in numerous roles including but not limited to design of CIP projects, construction administration, master planning, permitting, and operational trouble shooting associated with the water and wastewater systems. Impact fees are defined as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." The purpose of this report is to summarize the methodology and calculations used to produce the water and wastewater impact fees. The methodology used herein satisfies the requirements of the Texas Local Government Code Section 395 for the establishment and update of water and wastewater impact fees.

The City is one of the fastest growing cities in Williamson County, experiencing its most rapid growth in the early 2000s. The 2000 Census reported a population of 1,250 residents within the City limits (U.S. Census Bureau, Census 2000 Summary) and by 2005 the City's population had grown to an estimated 7,401 residents. By 2010 the population had almost doubled since 2005, and as of 2017 the City has recorded a population of 26,950 in City limits. With the latest recorded population in 2017, the population increase for the City since 2000 is over 2,100 percent. This equates to a 19.8% average growth rate over this 17 year period of time. While these numbers demonstrate the rapid growth within the City limits, this report will focus strictly on growth inside the geometrically differently shaped water service area; and wastewater service area to generate the respective impact fees.

1.2 LAND USE ASSUMPTIONS

DCS worked closely with the City to develop land use assumptions and growth projections that are used to determine which CIP projects are needed in the next 10 years. These assumptions are based on the projections used in both the water and wastewater master plans and have been verified by continuing to monitor the City's growth patterns. Because the service areas for water and wastewater service are not the same, the growth projections must be considered separately for each service area. The City's ultimate land use map was used to determine the types of developments that are expected in the areas that are not currently under design/construction. Each land use was assigned a density in terms of LUE/Ac based on other similar developments to define how much flow can be expected from that area when it is built out. Table No. 1.1 below shows the number of LUEs in 2021 and 2031 that are discussed in this report.

Table No. 1.1 – Water and Wastewater Service Area LUE Growth Projections

Year	Water Service Area		Wastewater Service Area	
	LUEs	Annual Growth Rate	LUEs	Annual Growth Rate
2021	6,154 ⁽¹⁾	-	9,569 ⁽¹⁾	-
2031	14,551	8.99%	25,840	10.44%

⁽¹⁾ LUEs based on data from City's billing department through October 31, 2020.

The estimated equivalent population was developed for 2021 and 2031. Equivalent populations were calculated based on the assumption used in the Water and Wastewater Master Plans of 3.0 people per LUE. Table No. 1.2 shows the anticipated population growth for the water and wastewater service areas.

Table No. 1.2 – Water and Wastewater Service Area Population Growth Projections

Year	Water Service Area		Wastewater Service Area	
	Population	Annual Growth Rate	Population	Annual Growth Rate
2021	18,462 ⁽¹⁾	-	28,707 ⁽¹⁾	-
2031	43,653 ⁽¹⁾	8.99%	77,520 ⁽¹⁾	10.44%

⁽¹⁾ Population excludes City residents on septic tank systems since they are not connected to the City's system.

1.3 CAPITAL IMPROVEMENT PLAN

A 10-year water and wastewater capital improvement plan (CIP) was developed using the land use assumptions and growth projections that are discussed in this report. The projects listed on these CIPs are required to provide adequate capacity for the upcoming developments that were identified in the growth projections over the next 10 years. The proposed water and wastewater CIP projects were developed in the respective master plans and have been updated for the flows and development patterns that are discussed in this report. Each of these projects were analyzed to determine their construction cost, capacity added to the system, and capacity utilized within the next 10 years. Only the percentage of capacity that is utilized in the next 10 years is eligible to be included in the Impact Fee analysis. It should be noted here that we have listed all known water and wastewater projects identified by City Staff or DCS's 11 years of historical experience working for the City, even if they are not eligible for inclusion in the Impact Fee calculations. Those that are not eligible will have a utilization of 0% and are therefore not included in the resulting calculations. The CIP lists and the associated maps are shown in Tables No. 1.3 and 1.4; and companion Figures No. 1.1, 1.2, and 1.3.

It should be noted here that future potential wholesale water contracts (i.e. with Manville WSC, Jonah, City of Taylor, etc); or future potential wholesale wastewater contracts (i.e. with Jonah, City of Taylor, MUD Districts; etc.) require special attention by the City as they relate to the impact fees calculated in this

Table 1.3 - Water System Impact Fee Eligible Projects

Project Date	Project ID	Fiscal Year Completed	Project Name	Project Description	2021 Utilization	2031 Utilization	Eligible Utilization (2031 - 2021)	Engineer's Opinion of Most Probable Cost or Actual Project Cost	Impact Fee Eligible Cost
Existing Projects ¹									
Completed	N/A	2003	Frameswitch Pumping Station	1.0 MG Elevated Storage, 0.5 MG Ground Storage, 4.3 MGD Pumping Capacity, and land acquisition	27%	64%	37%	\$1,747,068	\$653,276
Completed	N/A	2004	Carl Stern Pumping Station	0.2 MG Elevated Storage, 0.5 MG Ground Storage, 4.3 MGD Pumping Capacity, and land acquisition	33%	78%	46%	\$1,226,264	\$560,952
Completed	N/A	2007	North West Pumping Station	1.0 MG Elevated Storage, 1.0 MG Ground Storage, 6.5 MGD Pumping Capacity, and land acquisition	32%	77%	45%	\$4,238,004	\$1,895,731
Completed	N/A	2011	CR 108 Waterline	12,600 linear feet of 16" waterline	56%	88%	32%	\$1,575,000	\$504,000
Completed	N/A	2014	Cottonwood Creek Elementary Booster Pumps	Booster pumps necessary to provide minimum fire flow pressures per TCEQ	100%	100%	0%	\$25,000	\$0
Completed	N/A	2016	CR 685 8" Waterline Replacement	Replace 2,600 LF of 8" waterline	100%	100%	0%	\$275,600	\$0
Completed	N/A	2017	12" Waterline - Future Carl Stern Dr (SH 130 South)	9,000 linear feet of 12" waterline to transfer water for new development areas at Future Carl Stern Dr / SH 130 South	11%	83%	72%	\$940,000	\$679,468
Completed	N/A	2017	Heart of Texas Groundwater and Wells	Value of the Water rights, Well facilities, and conveyance to Shiloh	51%	100%	49%	\$22,231,249	\$10,998,618
Completed	N/A	2017	Heart of Texas Transmission Pipeline	131,000 linear feet of 16" waterline	37%	100%	63%	\$33,013,368	\$20,939,908
Completed	N/A	2017	Heart of Texas Booster Pumping Station	2.1 MGD Booster Pumping Station and 380,000 Gallons ground storage tank	91%	100%	9%	\$3,785,391	\$324,462
Completed	N/A	2017	City Storage Tank Painting	Paint 3 ground storage tanks, and 3 elevated storage tanks.	100%	100%	0%	\$1,200,000	\$0
Completed	N/A	2018	12" Waterline – West of FM 685	1,500 linear feet of 12" waterline to transfer water	11%	83%	72%	\$156,000	\$112,763
Completed	N/A	2018	12" Waterline – Front Street	3,600 linear feet of 12" waterline	30%	100%	70%	\$376,000	\$263,200
Completed	N/A	2018	16" Waterline – Front Street	900 linear feet of 16" waterline	30%	100%	70%	\$152,000	\$106,400
Completed	N/A	2018	20" Waterline – Front Street	2,500 linear feet of 20" waterline	30%	100%	70%	\$595,000	\$416,500
Completed	N/A	2018	24" Waterline – Front Street	1,800 linear feet of 24" waterline	30%	100%	70%	\$548,000	\$383,600
Completed	N/A	2019	Heart of Texas Well Rehabilitation	Clean well screens, and replace pumps and motors on 8 HOT wells.	100%	100%	0%	\$2,400,000	\$0
Completed	N/A	2020	Old Town Waterline Replacement Program ³	Waterline Replacements: East Street Phase I, Live Oak Street, Taylor Street, West Street Phase I and II with Metcalf Street, Marvin Cove, East Street Phase II, Ross Street, and Brushy Street/Evans Street.	100%	100%	0%	\$2,085,000	\$0
Completed	N/A	2020	Shiloh Booster Station Upgrade to 3.27 MGD	Install 3 new pumps to reach a capacity of 3.27 mgd	64%	100%	36%	\$500,000	\$178,899
Proposed Projects ²									
Under Design	2022-P1	2022	Shiloh Pumping Station Upgrade to 5.70 MGD	Install 5.7 mgd booster pump station at Shiloh Pump Station to replace existing 3.27 MGD pump station.	53%	100%	47%	\$4,900,000	\$2,321,053
Under Design	2022-P2	2022	Heart of Texas In-Line 5.7 MGD Pumping Station	Install 5.7 mgd inline booster pump station at the proposed Noack Pumping Station to allow the Heart of Texas Transmission Line to serve 5.7 mgd	53%	100%	47%	\$5,250,000	\$2,486,842
Under Design	2022-P3	2022	Frame Switch 890 PP 5.7 MGD Pump Station	Install 5.7 MGD 890' PP Pump Station at the Frame Switch Pumping Station.	53%	100%	47%	\$4,290,000	\$2,032,105
Under Design	2022-P4	2022	Frame Switch 801 PP 6.48 MGD Pump Station	Install 6.48 MGD 801' PP Pumping Station at the Frame Switch Pumping Station.	53%	100%	47%	\$2,960,000	\$1,402,105
Under Design	2022-T1	2022	Frame Switch 801 Pressure Plane Tank Modifications ³	Install new dedicated tank inlet to improve tank operation and mixing characteristics.	100%	100%	0%	\$520,000	\$0
Under Design	2022-V1	2022	890' Pressure Plane Expansion ³	To expand the 890' pressure plane east, 4 pressure reducing valves will be installed around Hutto's Historic Downtown. 1 Pressure sustaining valve will be converted into a pressure reducing valve.	37%	87%	50%	\$250,000	\$125,000
Under Design	2022-L1	2022	24" Waterline – US 79	5,500 linear feet of 24" waterline, and 6,000 linear feet of 30" waterline	37%	87%	50%	\$3,085,280	\$1,541,940
Under Design	2022-L2	2022	Heart of Texas 16" Parallel Pipeline	16,000 linear feet of 16" waterline	53%	100%	47%	\$2,658,000	\$1,249,260
Under Design	N/A	2021	Water Impact Fee Update	Update water impact fees.	0%	100%	100%	\$39,670	\$39,670
Under Design	N/A	2021	Water Supply Study	Water Supply Alternatives Analysis	0%	75%	75%	\$200,000	\$150,000
FY 2022 thru FY 2027	N/A	2022	2022 Water Master Plan Update	Update to the 2016 Water Master Plan	100%	100%	0%	\$150,000	\$0
FY 2023 thru FY 2028	N/A	2023	2023 Water Impact Fee Update	Update water impact fees.	0%	100%	100%	\$39,670	\$39,670
FY 2021 thru FY 2026	2026-L3	2026	16" Waterline - Limmer Loop ³	1,600 linear feet of 16" waterline to transfer water from the existing 890-ft PP at Ed Schmidt Blvd to Anderson St in Hutto Square (for expanding 890-ft PP)	0%	100%	100%	\$404,000	\$404,000
FY 2021 thru FY 2026	2024-L4	2024	12" Waterline - FM 1660/Mager Ln	4,800 linear feet of 12" waterline to transfer water from Delby St in Hutto Square to Carol Dr in Carol Meadows (for expanding 890-ft PP)	0%	100%	100%	\$728,000	\$728,000
FY 2021 thru FY 2026	2024-L5	2024	12" Waterline - Alliance Blvd (CR 108)	2,400 linear feet of 12" waterline to transfer water for new development areas along Innovation Blvd	0%	100%	100%	\$265,000	\$265,000
FY 2021 thru FY 2026	2026-L6	2026	Jonah Water Service Transfer Tier II South	7,910 linear feet of 8" waterline to transfer water to Coyote Trail	0%	100%	100%	\$953,000	\$953,000
FY 2021 thru FY 2026	2025-L7	2025	16" Waterline - CR 132	2,500 linear feet of 16" waterline to transfer water for new development areas at US79 / CR 132	0%	51%	51%	\$449,000	\$228,979
FY 2021 thru FY 2026	2025-L8	2025	12" Waterline - CR 199	3,300 linear feet of 12" waterline	0%	51%	51%	\$366,000	\$186,651
FY 2021 thru FY 2026	2026-L9	2026	12" Waterline	4,000 linear feet of 12" waterline	0%	54%	54%	\$606,000	\$328,107
FY 2027 thru FY 2031	2028-L10	2028	20" Waterline – CR 132	800 linear feet of 20" waterline	0%	36%	36%	\$202,000	\$73,257
FY 2027 thru FY 2031	2028-L11	2028	12" Waterline - Future Roadway	3,800 linear feet of 12" waterline	0%	36%	36%	\$421,000	\$152,678
FY 2027 thru FY 2031	2028-L12	2028	12" Waterline - Future Carl Stern Dr	4,300 linear feet of 12" waterline	0%	54%	54%	\$477,000	\$258,262
FY 2021 thru FY 2027	2026-L13	2026	36" Waterline - US 79	9,200 linear feet of 36" waterline	0%	62%	62%	\$4,623,000	\$2,856,402
FY 2027 thru FY 2031	2029-L14	2029	12" Waterline - FM 1660	5,400 linear feet of 12" waterline	0%	79%	79%	\$771,000	\$612,599
FY 2027 thru FY 2031	2029-L15	2029	12" Waterline - CR 163	3,900 linear feet of 12" waterline	0%	63%	63%	\$557,000	\$348,362
FY 2021 thru FY 2026	2022-L16	2022	Avery Lake Waterline	2,500 linear feet of 12" waterline	0%	80%	80%	\$960,000	\$768,000
FY 2021 thru FY 2027	2026-P5	2026	Frameswitch 890' PP Pump Upgrades	Replace 4 50 HP 890' PP pumps with 4 150 HP 890' PP pumps	0%	100%	100%	\$500,000	\$500,000
FY 2021 thru FY 2026	2022-W1	2022	Well Capacity Increase to 5.7 MGD	Install 2 new Hooper wells, Drill one new Simsboro well, repermit the existing Simsboro well No. 12.	0%	100%	100%	\$3,688,000	\$3,688,000
FY 2021 thru FY 2026	2022-W2	2022	Well Collection Capacity Increase to 5.7 MGD	Install +/- 21,000 LF of 16" and 12" piping.	0%	100%	100%	\$3,955,000	\$3,955,000
FY 2027 thru FY 2031	2027-W3	2027	5 MGD Brackish Water Treatment Plant	5 MGD brackish water treatment and cooling, 3 lower trinity aquifer wells, 1 injection well.	0%	54%	54%	\$30,105,390	\$16,256,911
Total =								\$151,441,954	\$81,968,630

1. Existing projects includes projects currently completed that provide capacity to the system
2. Proposed projects includes all future projects including those currently under design or construction not completed
3. Only projects that add additional capacity are eligible for inclusion in the Impact Fee Analysis

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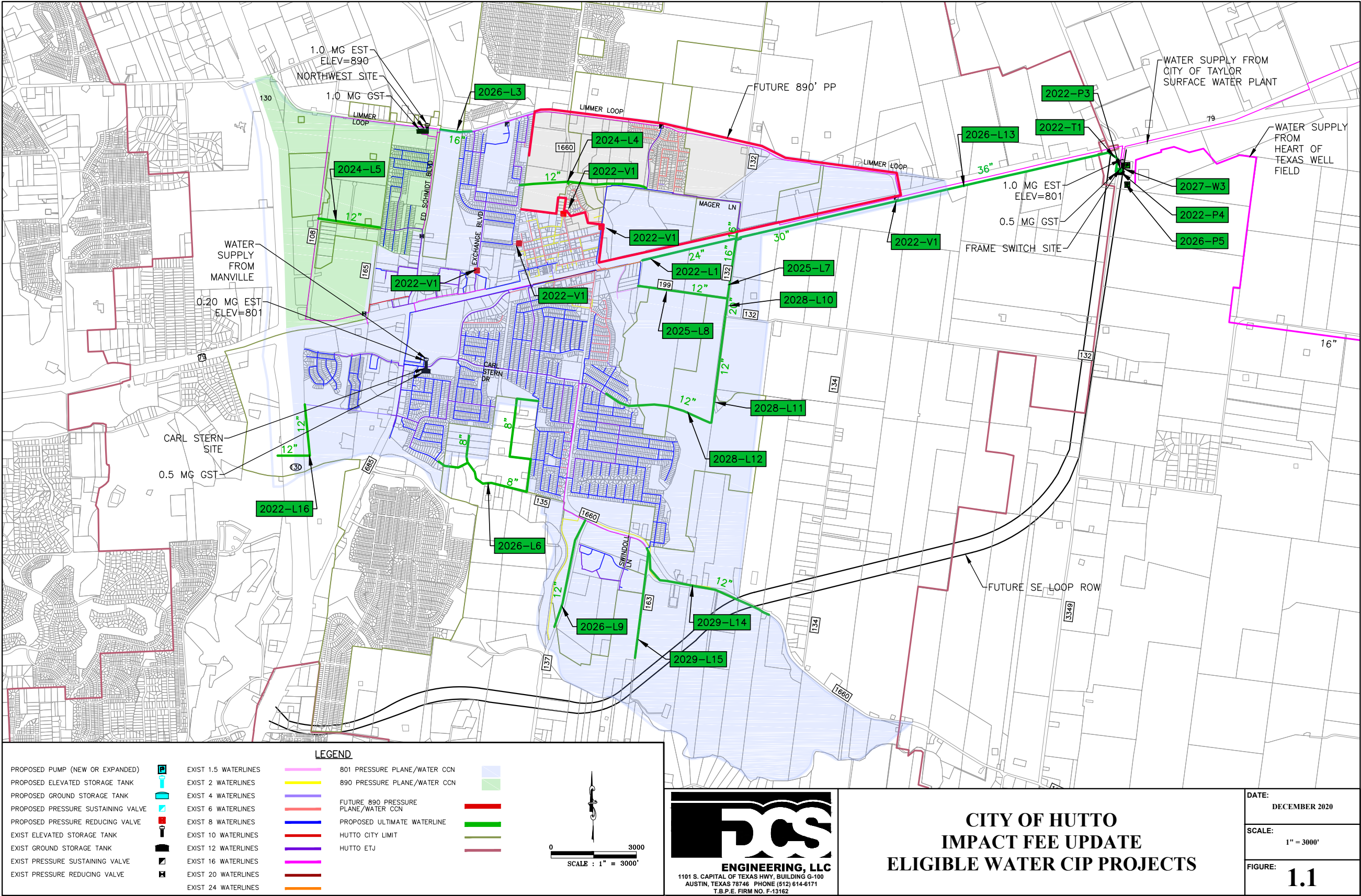


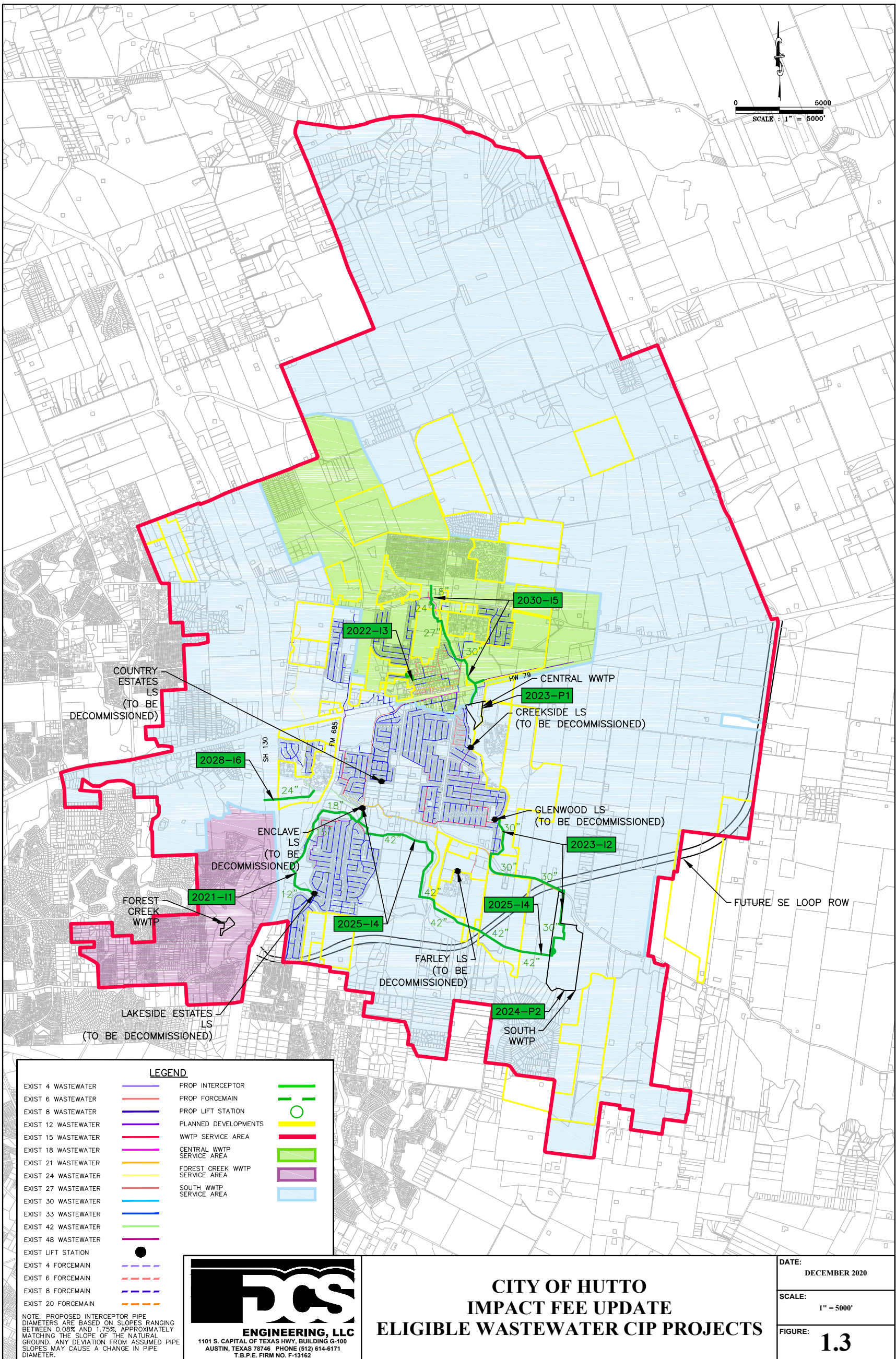


Table 1.4 - Wastewater System Impact Fee Eligible Projects

Project Date	Project ID	Project Name	Project Description	2021 Utilization	2031 Utilization	Eligible Utilization (2031 - 2021)	Engineer's Opinion of Most Probable Cost or Actual Project Cost	Impact Fee Eligible Cost
Existing Projects								
Completed	N/A	Existing 0.99 MGD Central WWTP	The existing Central WWTP with 0.99 mgd capacity and land acquisition	55%	100%	45%	\$7,896,042	\$3,525,304
Completed	N/A	Central WWTP Fine Bubble Aeration Improvements	The City implemented a fine bubble aeration system at the Central WWTP	100%	100%	0%	\$116,190	\$0
Completed	N/A	Existing 2.00 MGD South WWTP	The existing South WWTP with 2.00 mgd capacity and land acquisition	47%	100%	53%	\$20,342,455	\$10,700,131
Completed	N/A	Glenwood Forcemain Extension ²	Extend the 12" Glenwood FM to tie into an existing manhole at the Central WWTP	100%	100%	0%	\$58,441	\$0
Completed	N/A	Existing Enclave LS and FM	The existing Enclave lift station and forcemain with 8,960 LUEs of capacity	34%	100%	66%	\$3,074,224	\$2,043,193
Completed	N/A	Existing Brushy Creek Interceptor - Phase II-A	The existing 21" and 24" Brushy Creek Interceptor	42%	65%	23%	\$2,020,752	\$464,773
Completed	N/A	Exist Brushy Creek Interceptor - Phase I and II-B	The existing 42" Brushy Creek Interceptor	42%	65%	23%	\$1,347,214	\$309,859
Completed	N/A	Brushy Creek Phase I Easements along FM 1660	Easements acquired for Brushy Creek Interceptor - Phase I. The Interceptor was not built but the easements were re-purposed for the Enclave forcemain and the propsed Glenwood Interceptor.	50%	100%	50%	\$51,748	\$25,874
Completed	N/A	Existing Cottonwood Creek Interceptor	The existing Cottonwood Creek Interceptor with 9,343 LUEs of capacity	54%	100%	46%	\$527,333	\$242,303
Completed	N/A	2018 Wastewater Master Plan	Wastewater Master Plan	100%	100%	0%	\$151,520	\$0
Completed	N/A	Central WWTP and South WWTP Permit Amdendments and PER	Discharge Permit amendments for additional capacity at the Central WWTP and South WWTP including preliminary engineering design.	0%	100%	100%	\$245,000	\$245,000
Completed	N/A	Country Estates Forcemain Rerouting ²	Cut and redirect the Country Estates Forcemain to divert flow from the Central to the South WWTP	100%	100%	0%	\$59,000	\$0
Proposed Projects								
Under Design	N/A	Wastewater Impact Fee Update ¹	Update wastewater impact fees.	0%	100%	100%	\$39,670	\$39,670
Under Design	2021-I1	Lakeside Estates Lift Station Abandonment ¹	8,700 LF of 12", 15", and 18" interceptor to decommission the Lakeside Estates Lift Station and provide additional capacity for future developments in the area.	26%	100%	74%	\$1,584,472	\$1,168,995
Under Design	2023-I2	Glenwood Lift Station Decommission, Interceptor, and 2 - WWTP Lift Stations ¹	10,500 LF of 30" interceptor to take Glenwood lift station offline and transfer flows to the South WWTP. Includes decommissioning of Glenwood LS, construction of new lift station at the south WWTP, and construction of new lift station at the Central WWTP.	34%	75%	41%	\$8,645,099	\$3,554,167
2022-2023	N/A	2022 Wastewater Master Plan Update	Update to the Wastewater Master Plan	100%	100%	0%	\$155,000	\$0
2021-2022	2022-I3	The Landing Pipe Bursting	Pipe burst existing 500 LF of 12-inch pipe to 15-inch on Whitfield, located north of Co-op to provide capacity for the future Landing development	60%	100%	40%	\$250,372	\$99,546
2021-2023	2023-P1	Phosphorus Chemical Dosing	Adding Phosphorus chemical dosing system to the Central WWTP to meet TCEQ permit requirements.	0%	100%	100%	\$420,000	\$420,000
2021-2023	2024-P2	South WWTP from 2.0 to 4.0 MGD Capacity	Expand South WWTP plant capacity from 2.00 mgd to 4.00 mgd.	0%	80%	80%	\$30,199,320	\$24,159,456
2023-2023	N/A	2023 Wastewater Impact Fee Update ¹	Update wastewater impact fees.	0%	100%	100%	\$39,670	\$39,670
2028-2030	2030-I5	Cottonwood Creek Parallel Interceptor	700 LF of 18", 1,700 LF of 24", 3,900 LF of 27", and 2,100 LF of 30" Interceptor along east side of Cottonwood Creek to increase capacity of current Cottonwood Creek interceptor to ultimate conditions.	0%	75%	75%	\$4,079,222	\$3,059,416
2023-2025	2025-I4	Brushy Creek Interceptor & LS	2,800 LF of 36" and 15,100 LF of 42" interceptor to take Enclave LS offline and transfer flows to the South WWTP. Includes inverted siphon with two access vaults and on-site LS at WWTP. Decommissioning of Enclave LS is included in this project.	42%	65%	23%	\$14,238,000	\$3,270,720
2025-2028	2028-I6	Avery Lake Interceptor Phase I	Approximately 3,000 LF of 24" wastewater interceptor to serve the area South of hwy 79 and west of SH-130.	0%	15%	15%	\$1,778,149	\$266,722
Total =							<u>\$97,318,893</u>	<u>\$53,634,799</u>

1. Projects are currently under design

2. Only projects that add additional capacity are eligible for inclusion in the Impact Fee Analysis



study and/or the collection of impact fees. Specifically, if the City enters into wholesale water and/or wastewater contracts to provide service to developments that are outside of the water service area or wastewater service limits defined in this study, the City must carefully evaluate the increased cost of service to the City's water and wastewater system's infrastructure. The additional demands will, in almost all cases, require the City to construct new CIP projects to expand the wastewater collection system capacity, WWTP capacity, water distribution system capacity, and/or the water supply system capacity. These future projects required to be constructed to achieve this additional capacity are not in the CIP lists used to calculate the impact fees in this study. Thus, the City's cost to construct these future CIP projects would have to be paid by the wholesale water/wastewater rates charged to the City's wholesale customer; or recovered by requiring the wholesale customer to pay for the required improvements to the City's infrastructure as part of wholesale contract agreement.

Lastly, this impact fee study does not include any CIP costs for infrastructure improvements required by existing wholesale water and/or wastewater contracts. DCS has assumed that if any wholesale contracts exist that the terms of these contracts have been stipulated to address the City's cost of service as described above or by other negotiated method per the terms of the contract that is in place.

1.4 IMPACT FEE ANALYSIS

The current impact fee ordinance was adopted in February 2013. This ordinance set the water impact fee for a single service unit at \$3,625.00 and the wastewater impact fee for a single service unit at \$2,128.00 for a combined impact fee of \$5,753.00 per service unit. This project is an update to the 2013 ordinance. The impact fee analysis involves determining the utilization of existing and proposed projects required as defined by the capital improvement plan to serve new development over the next 10-year period. For existing or proposed projects, the impact fee eligible cost is calculated as a percentage of the total project cost, based upon the percentage of the project's capacity required to serve development projected to occur between 2021 and 2031. Capacity serving existing development and development projected to occur more than 10 years in the future cannot be included in the maximum allowable impact fee calculations.

DCS retained New Gen Strategies and Solutions, LLC (NewGen) as a subconsultant to perform the financial analysis for this impact fee update. NewGen employed the impact fee determination method via a financial based model, which fully recognizes the requirements of Chapter 395, including the recognition of cash and/or debt financing, interest earnings, and fund balances. In determining the credit method, NewGen evaluated both the utility revenues method and the 50% credit, which are both recognized in Chapter 395. The maximum impact fee summary is shown in Table No. 1.5.

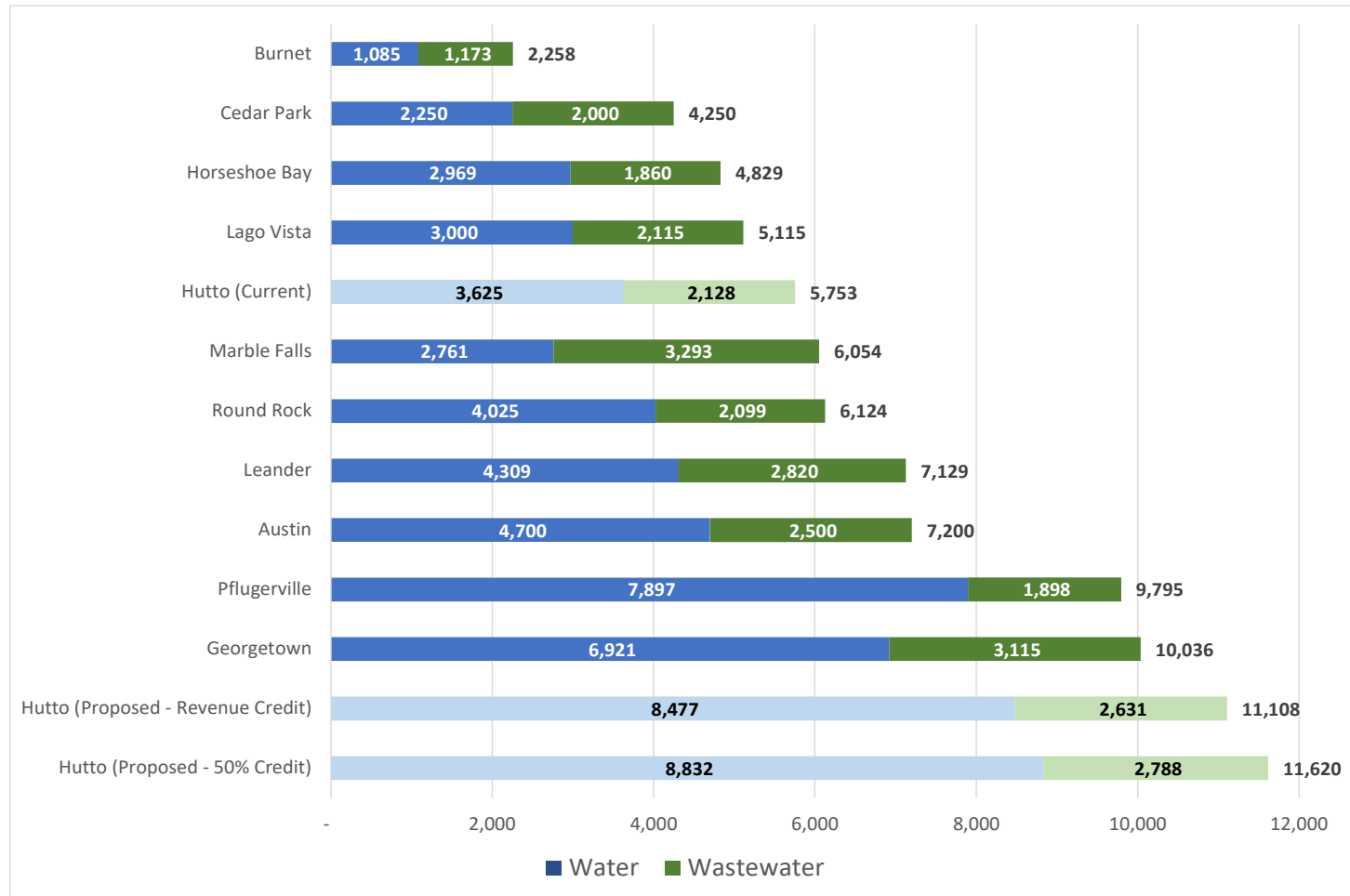
- **The maximum water impact fee is \$8,832.**
- **The maximum wastewater impact fee is \$2,788.**
- **The maximum water plus wastewater impact fee totals \$11,620.**

Table No. 1.5 – Maximum Water and Wastewater Impact Fee Summary Table

	Water	Wastewater
Recoverable Impact Fee CIP Cost	\$ 91,097,518	\$ 62,578,979
Financing Cost	61,831,827	31,337,426
Existing Fund Balance	(1,200,000)	(940,000)
Interest Earnings	(3,407,035)	(2,266,310)
Recoverable Cost for Impact Fees	\$ 148,322,310	\$ 90,710,095
10-Year Growth in LUEs	8,397	16,271
Credit for Utility Revenues	(\$ 77,139,348)	(\$ 47,909,130)
Maximum Recoverable Cost for Impact Fee	\$ 71,182,962	\$ 42,800,965
Maximum Assessable Impact Fee	\$ 8,477	\$ 2,631
Credit for Utility Revenues	(\$ 74,161,155)	(\$ 45,355,048)
Maximum Recoverable Cost for Impact Fee	\$ 74,161,155	\$ 45,355,048
Maximum Assessable Impact Fee	\$ 8,832	\$ 2,788

Figure No. 1.4 shows comparisons of impact fees in the Central Texas region alongside the City of Hutto's new maximum assessable combined impact fee totaling \$11,620. Comparisons between communities are very common but may not tell the whole story. Each system is unique in geography, age of infrastructure, capital maintenance efforts, and typical usage patterns. The impact fees shown on this comparison are the impact fees that the cities have adopted, not the maximum assessable fee, which is what is calculated for the City of Hutto and shown in Table No. 1.5 as well as Figure No. 1.4.

Figure No. 1.4 – Regional Comparison of Combined Water and Wastewater Impact Fees



Notes: Pflugerville also serves "Service Area 2" with Wastewater for 8,184; Leander also serves Lively Tract Wastewater for 4,452, Georgetown wastewater is for "Outside the Southfork area", Inside is 4,384

Section 2

Background

Impact fees are defined as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.” Chapter 395 of the Texas Local Government Code requires an impact fee analysis before impact fees can be created, updated, and assessed. Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Fees paid to the consultant preparing or updating the capital improvement plan (CIP)
- Projected interest charges and other finance costs for projects identified in the CIP

Chapter 395 also identifies items that impact fees cannot be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvement plan
- Repair, operation, or maintenance of existing or new capital improvements
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development
- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above

On June 30, 2020, the City contracted with DCS to develop this impact fee update and analysis for the City’s water and wastewater systems. DCS has been working for the City for over 11 years in numerous roles including but not limited to design of CIP projects, construction administration, master planning, permitting, and operational trouble shooting associated with the water and wastewater systems. The purpose of this report is to summarize the methodology and calculations used to produce the water and wastewater impact fees. The methodology used herein satisfies the requirements of the Texas Local Government Code Section 395 for the establishment and update of water and wastewater impact fees.

Section 3

Land Use Assumptions

DCS worked closely with the City to develop land use assumptions and growth projections that are used to determine which CIP projects are needed in the next 10 years. These assumptions are based on the projections used in both the water and wastewater master plans and have been verified by continuing to monitor the City's growth patterns.

3.1 SERVICE AREAS

The City has significantly different geographic limits that define the water service area versus the wastewater service area. This is due in part to two private potable water suppliers who have dedicated water CCNs that serve some parts of the City and/or the City's extraterritorial jurisdiction (ETJ). The growth projections must consider the water and wastewater service areas separately in order to properly account for what the City will be responsible for providing service to.

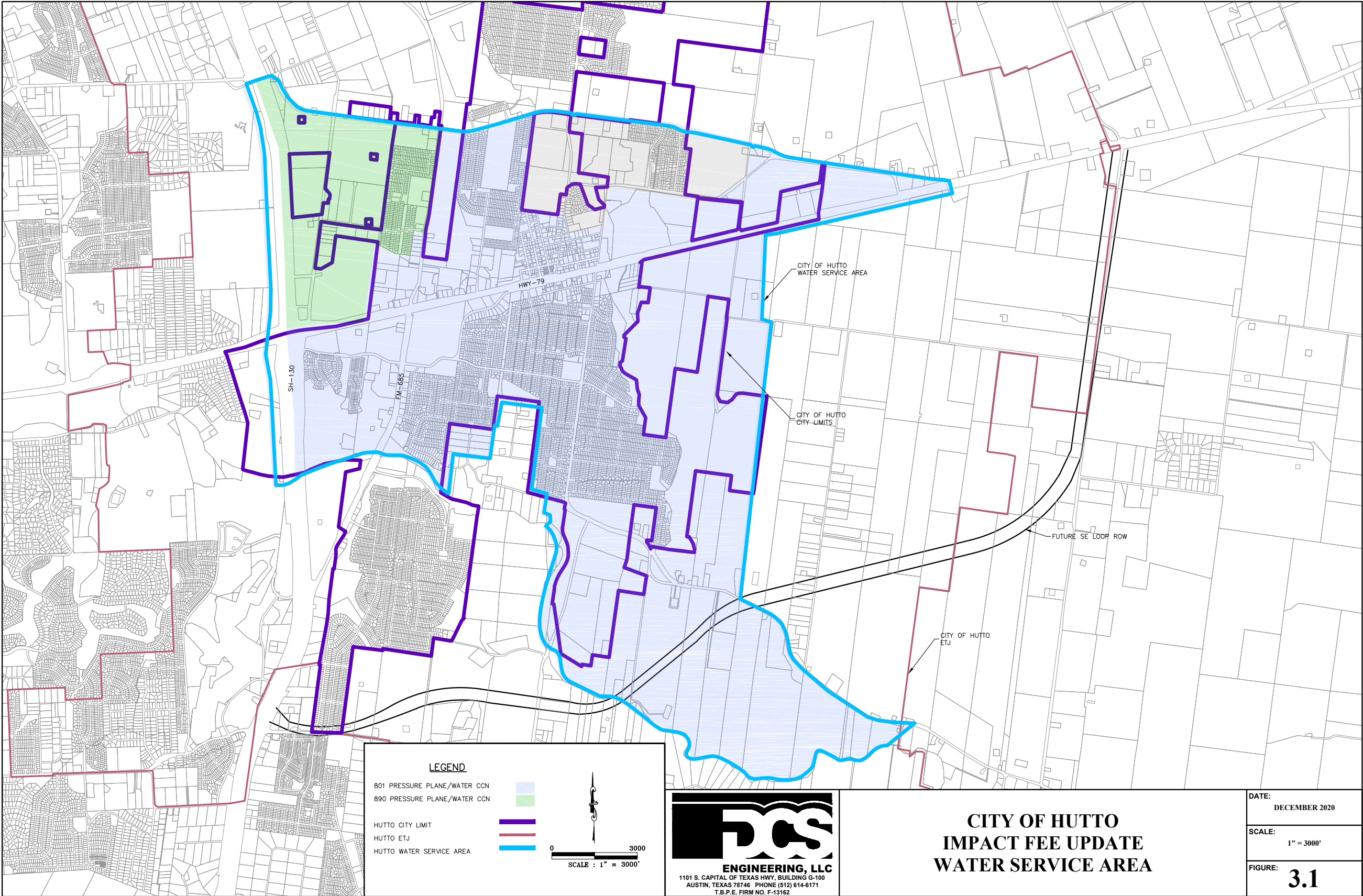
The City's existing water CCN is bound on all sides by other existing CCNs such as Jonah and Manville WSC. DCS is not aware of any negotiations with these neighboring water supply companies to adjust the City's CCN. However, the City does have a couple agreements in place to provide water on a wholesale basis to two separate portions of Jonah's Water CCN but these are not shown as part of the City's "Water Service Area". The existing City water CCN is defined as the water service area as shown in Figure No. 3.1 for the purposes of this impact fee report. Refer to Section 4.3 for additional discussion on wholesale water or wastewater agreements.

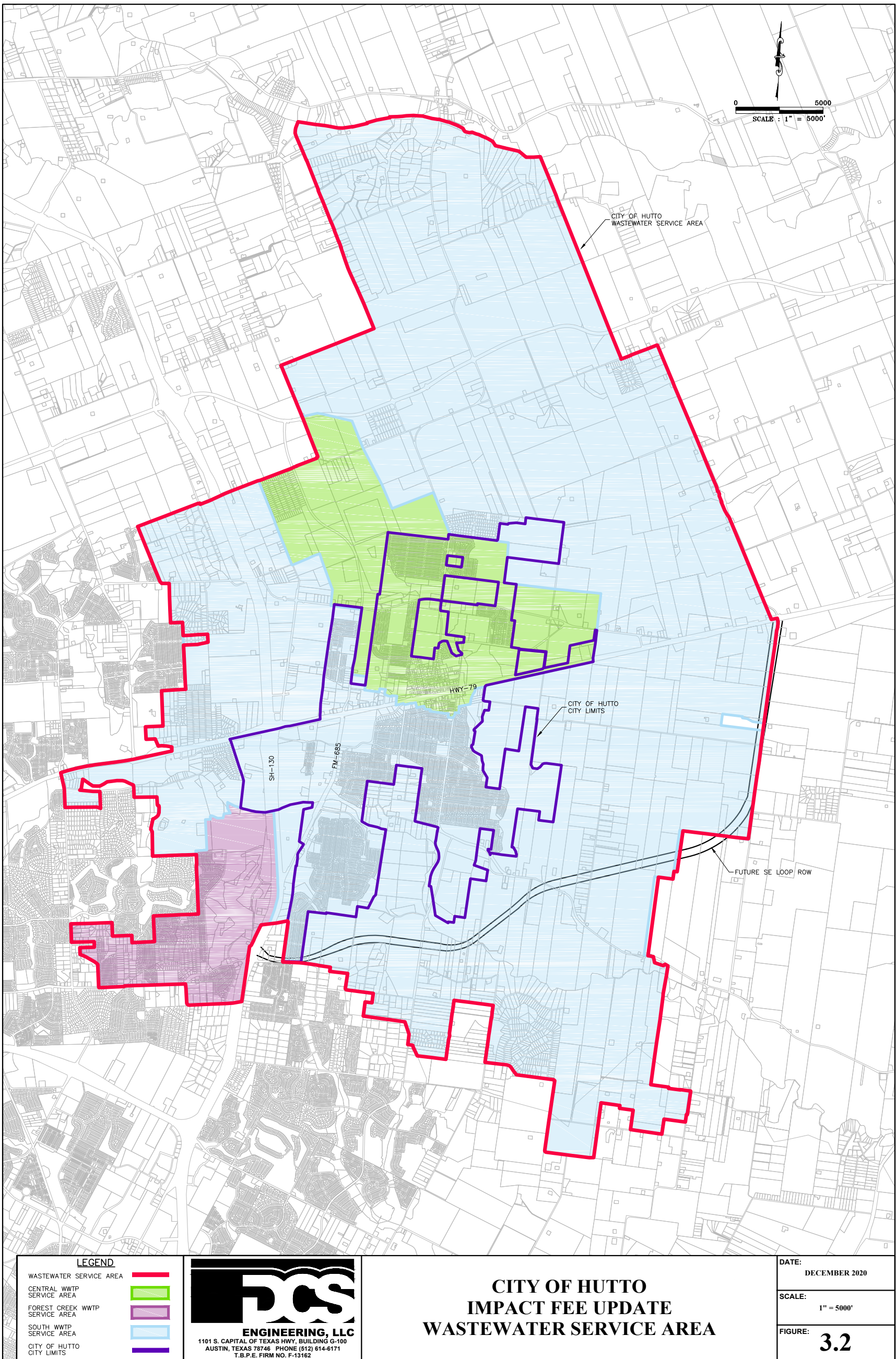
Conversely, the wastewater service area for the City is not explicitly defined by a CCN like the water service area is. Per the completion of the City's Wastewater Master Plan in July 2018 and subsequent permit amendments for the City's two wastewater treatment plants, the City's plans to be a regional wastewater service provider for all areas within the City's ETJ and some areas where the existing wastewater CCN is outside of the City's ETJ. For this study, the wastewater service area is defined by the outermost limit of the greater geographic extent of the ETJ or wastewater CCN as shown in Figure No. 3.2

3.2 GROWTH PROJECTIONS AND LAND USE ASSUMPTIONS

The City is one of the fastest growing cities in Williamson County, experiencing its most rapid growth in the early 2000s. The 2000 Census reported a population of 1,250 residents within the City limits (U.S. Census Bureau, Census 2000 Summary) and by 2005 the City's population had grown to an estimated 7,401 residents. By 2010 the population had almost doubled since 2005, and as of 2017 the City has recorded a population of 26,950 in City limits. With the latest recorded population in 2017, the population increase for

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the City since 2000 is over 2,100 percent. This equates to a 19.8% average growth rate over this 17 year period of time. While these numbers demonstrate the rapid growth within the City limits, this report will focus strictly on growth inside the geometrically differently shaped water service area; and wastewater service area to generate the respective impact fees.

The methodology used to determine the LUEs assigned to undeveloped acreages within the water service area and wastewater service area are important to this study as well as the subsequent collection of impact fees by the City as parcels are developed in the coming years. In the past, single family residential homes (one LUE per home) have been the majority of the development which has occurred in the City with a smaller percentage coming from other land uses (i.e. commercial, mixed use, industrial, etc.). However, the City's growth pattern indicates a larger percentage of development will be coming from these other non-single family home land use types. In the past, these other land use types were assigned LUEs based on the water meter size which was installed to serve the development with a corresponding standard number of LUEs in a table of water meter sizes published by the City. This method has the potential to result in the under collection of impact fees by under estimating the LUEs solely based on water meter size and not taking into account the actual water and wastewater demands depending on the type of business which is constructed.

Therefore, DCS coordinated with City staff and agreed that the land use type LUE/acre planning number originally developed in the City's 2016 Water Master Plan and subsequently refined in the City's 2018 Wastewater Master Plan should be used. These LUE values are based on actual developments in the City, where that specific land use type had been constructed. This land use type table takes into account industry average water and wastewater demands expected by the type of land use/development to more accurately estimate future demands and the resulting infrastructure required to be constructed by the City to provide services. These LUEs per acre by land use types are shown in Table No. 3.1. Additionally, DCS coordinated with City staff and agreed that when a development begins the process of coordinating with the City to begin the design/construction process that the LUEs be calculated at that time based on the City's Engineering Department Living Unit Equivalent Table. Refer to Table No. 3.2 which was originally developed and included in the City's 2018 Wastewater Master Plan; and which is in concert, on a planning level, with the values shown for the various land uses in Table No. 3.1. Thus, the methodology used to estimate LUEs based on land use type required for the purposes of this Impact Fee Study is aligned with the methodology used to calculate the actual LUEs, and resulting impact fees which will be collected by the City in the future.

DCS met with City staff in August 2020 to update the expected demands and schedules for all known developments that are occurring within the City's service areas. Each development's schedule to achieve full build-out and the number of new LUEs per year was collected in tabular format and used to develop the near-term (i.e. next 10 years) growth projections for both water and wastewater flow. The City's ultimate land use

Table No. 3.1 – Land Use Densities

COH Future Land Use	Density (LUE/Ac)	Notes
Commercial	7.04	Actual - Hansons Corner, Townwest Commons
Mixed-Use	8	Developed for Water Master Plan (50% High Density Residential, 50% Commercial)
Flex	5.4	Developed- mix of 50% commercial and 50% mid-density residential
Old Town	3.5	Downtown Hutto
Industrial/Business Park	1.8	Actual - Tradesmens Industrial Park, 79 Business Park
Institutional	1.6	Actual - Howard Norman Elementary, Veterans Hill Elementary
Agricultural/Open Space	0.1	Defined as Floodplain and Parkland
Low-Density Residential	1.5	Actual - Carmel Creek Est, Country View Est, Green Haven
Mid-Density Residential	3.84	Actual - Enclave, Riverwalk, Park at Brushy Creek
High-Density Residential	17	COH Definition from Unified Development Code
Neighborhood Planning Area	3.84	Developed to match Mid-Density Residential

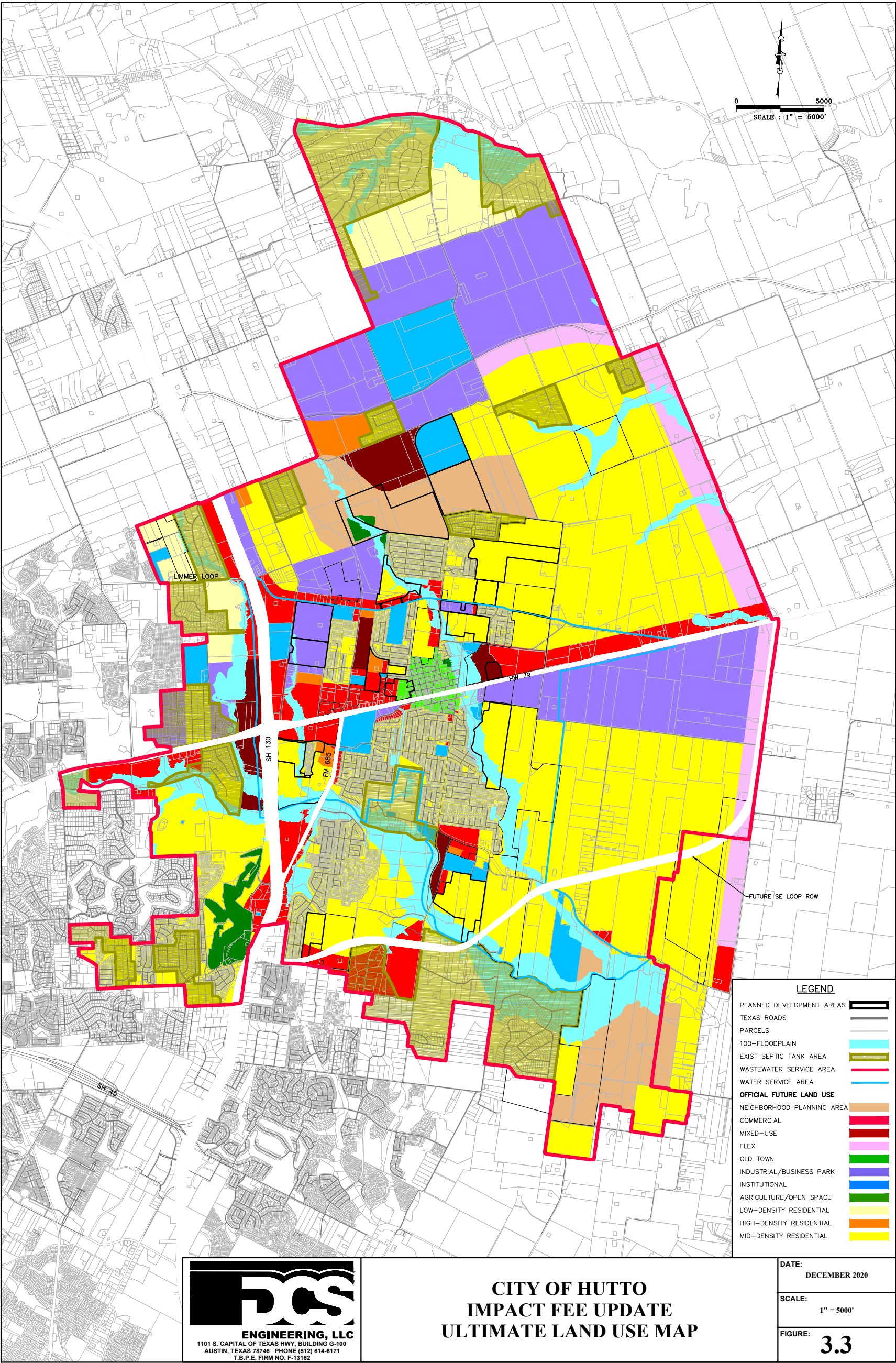
map was used to determine the types of developments that are expected in the areas that are not currently under design or construction and is shown in Figure No. 3.3. As mentioned above, each land use was assigned a density in terms of LUE/Ac based on similar developments that have been constructed in the City over the last 20 years. Where a type of land use had not yet been constructed in the City, DCS utilized actual built densities from its other master planning projects for our clients in Central Texas or the greater City of Houston Area. These densities define how much water and wastewater flow should be expected from that area when it is built out. The land uses and their densities used in this study are shown in Table No. 3.1.

Because the service areas for water and wastewater are not the same, the growth projections must be considered separately for each service area. The City's water and wastewater service areas were geographically overlaid with developments which are known at this time and the future land uses. The water and wastewater growth rates are assumed to have a minimum value of 200 LUEs/yr and 1,128 LUEs/yr, respectively, when active development totals known at this time fall below these values. These LUEs/yr are based on the City's most recent water and wastewater master plans; and are also being validated via the City's flow projection updates which are occurring on an annual basis. This minimum growth rate begins to take

**Table No. 3.2 - City of Hutto Engineering Department
Living Unit Equivalent Table**

Notes: This table is for water and wastewater system demands in LUEs. Flow per LUE shall be defined by City Utility Criteria Manual

Line No.	Type of Development	LUE	Service Unit Equivalent
1	Barber Shop or Beauty Salon	1.0	1.65 Chairs
2	Bowling Alley (Dining Additional Charge)	1.0	1.25 Lanes
3	Carwash, Tunnel, Self-Service	1.0	10 Carwashes in a Day
4	Carwash, Tunnel, Full Service	1.0	15 Carwashes in a day
5	Carwash, Self Serve	1.0	0.75 Carwash Bays
6	Church or Fellowship Hall	1.0	70 Seats
7	Club, Concert Hall, Tavern, or Lounge	1.0	25 Occupants
8	County Club	1.0	3 Members
9	Dance School or Dance Studio	1.0	25 Occupants
10	Day Care Center	1.0	25 Occupants
11	Fire Station	1.0	3 Occupants
12	Fitness Center/Club	1.0	667 Square Feet
13	Gas Station (No Carwash)	2.0	1 Station
14	Gas Station with Carwash	12.00	1 Station
15	Grocery Store	1.0	2000 Square Feet
16	Hospital	1.0	1 Bed
17	Hotel or Motel	1.0	2 Rooms
18	Laundromat	1.0	1.75 Machines
19	Manufacturing	1.0	5000 Square Feet
20	Mobile Home Park	1.0	1.5 Space
21	Movie Theater	1.0	50 Seats
22	Movie Theater - With Dining	1.0	25 Seats
23	Nursing Home	1.0	2 Beds
24	Office	1.0	3000 Square Feet
25	Park	1.0	50 Occupants
26	Post Office	1.0	3125 Square Feet
27	Recreational Vehicle Park	1.0	3.33 Vehicles
28	Residence, Apartment or Condominium	1.0	1.25 Units
29	Residence, Single Family or Townhouse	1.0	1 Unit
30	Restaurant	1.0	200 Square Feet
31	Retail	1.0	1660 Square Feet
32	High School	1.0	13 Students & Staff
33	Middle and Elementary School	1.0	15 Students & Staff
34	Stadium	1.0	80 Seats
35	Swimming Pool	1.0	50 Swimmers
36	Warehouse	1.0	4000 Square Feet



effect in approximately 7 years for wastewater and in approximately 15 years for water. The development areas used in this study that are anticipated to see growth activity are shown in Figure No. 3.4. The percentage of anticipated growth was broken into four categories including “10-year 25% Developed”, “10-year 50% Developed”, “10-year 100% Developed”, and “Future Development” (i.e. beyond 10 years). These were used to project the growth out to the 10 year limit established for this study. Table No. 3.3 below shows the number of LUEs in 2021 and 2031 using the growth projection methods described above.

It should be noted here that growth projections do not include redevelopment in areas that have existing development; and only growth in the 10-year planning period is included since growth beyond this time period is not eligible of the impact fee cost recovery. These growth projections were incorporated into the hydraulic models of the water and wastewater systems to simulate future flows so that future infrastructure locations, capacity, and phasing of the proposed system improvements could be identified.

Table No. 3.3 – Water and Wastewater Service Area LUE Growth Projections

Year	Water Service Area		Wastewater Service Area	
	LUEs	Annual Growth Rate	LUEs	Annual Growth Rate
2021	6,154 ⁽¹⁾	-	9,569 ⁽¹⁾	-
2031	14,551	8.99%	25,840	10.44%

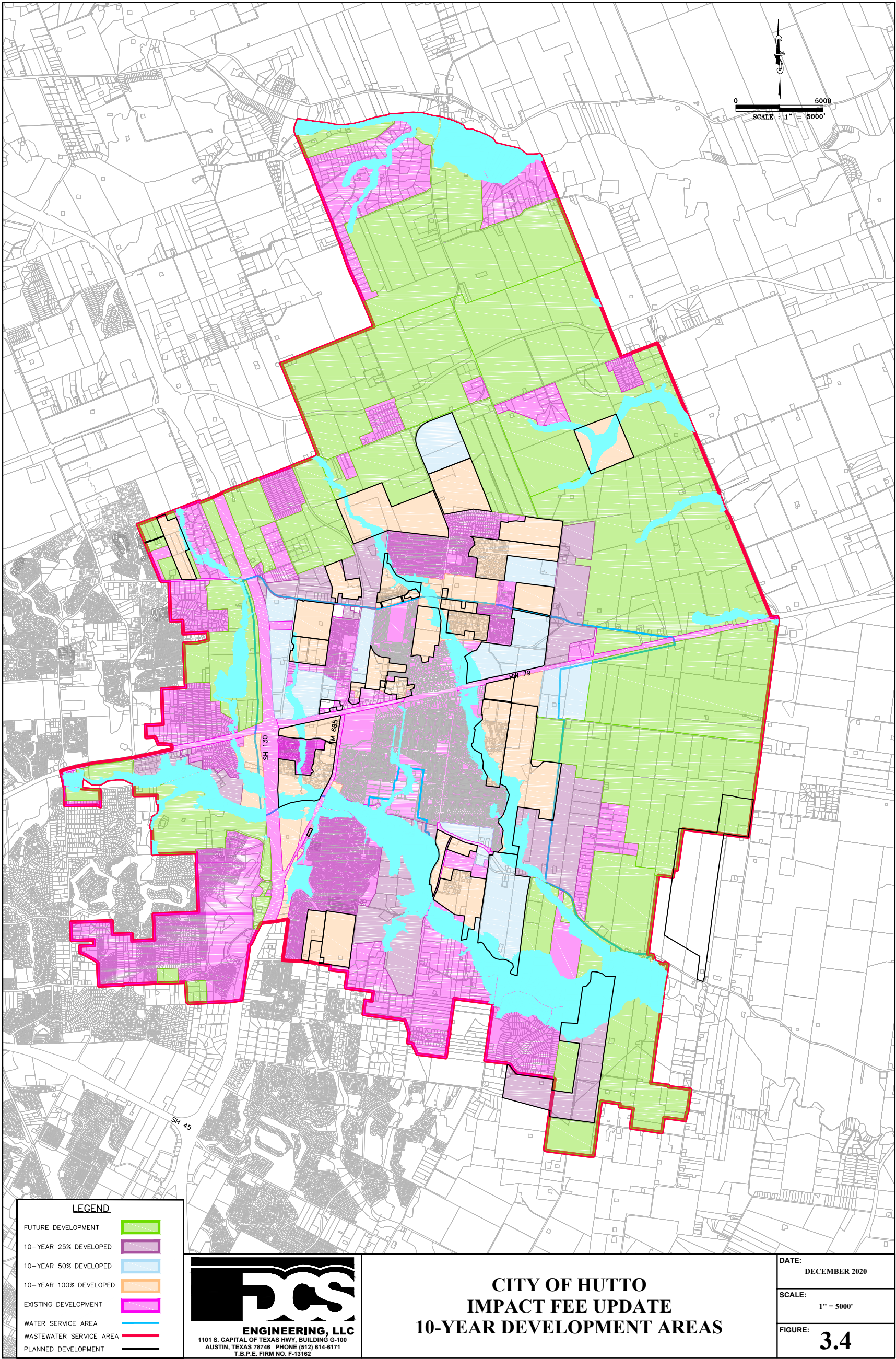
⁽¹⁾ LUEs based on data from City’s billing department through October 31, 2020.

The estimated equivalent population was developed for 2021 and 2031. Equivalent populations were calculated based on the assumption used in the Water and Wastewater Master Plans of 3.0 people per LUE. Table No. 3.4 shows the anticipated population growth for the water and wastewater service areas.

Table No. 3.4 – Water and Wastewater Service Area Population Growth Projections

Year	Water Service Area		Wastewater Service Area	
	Population	Annual Growth Rate	Population	Annual Growth Rate
2021	18,462 ⁽¹⁾	-	28,707 ⁽¹⁾	-
2031	43,653 ⁽¹⁾	8.99%	77,520 ⁽¹⁾	10.44%

⁽¹⁾ Population excludes City residents on septic tank systems since they are not connected to the City’s system.



Section 4

Water and Wastewater Capital Improvement Plan

A 10-year water and wastewater capital improvement plan (CIP) was developed using the land use assumptions and growth projections described above. The projects listed on these CIPs are required to provide adequate capacity for the upcoming developments that were identified in the growth projections over the next 10 years.

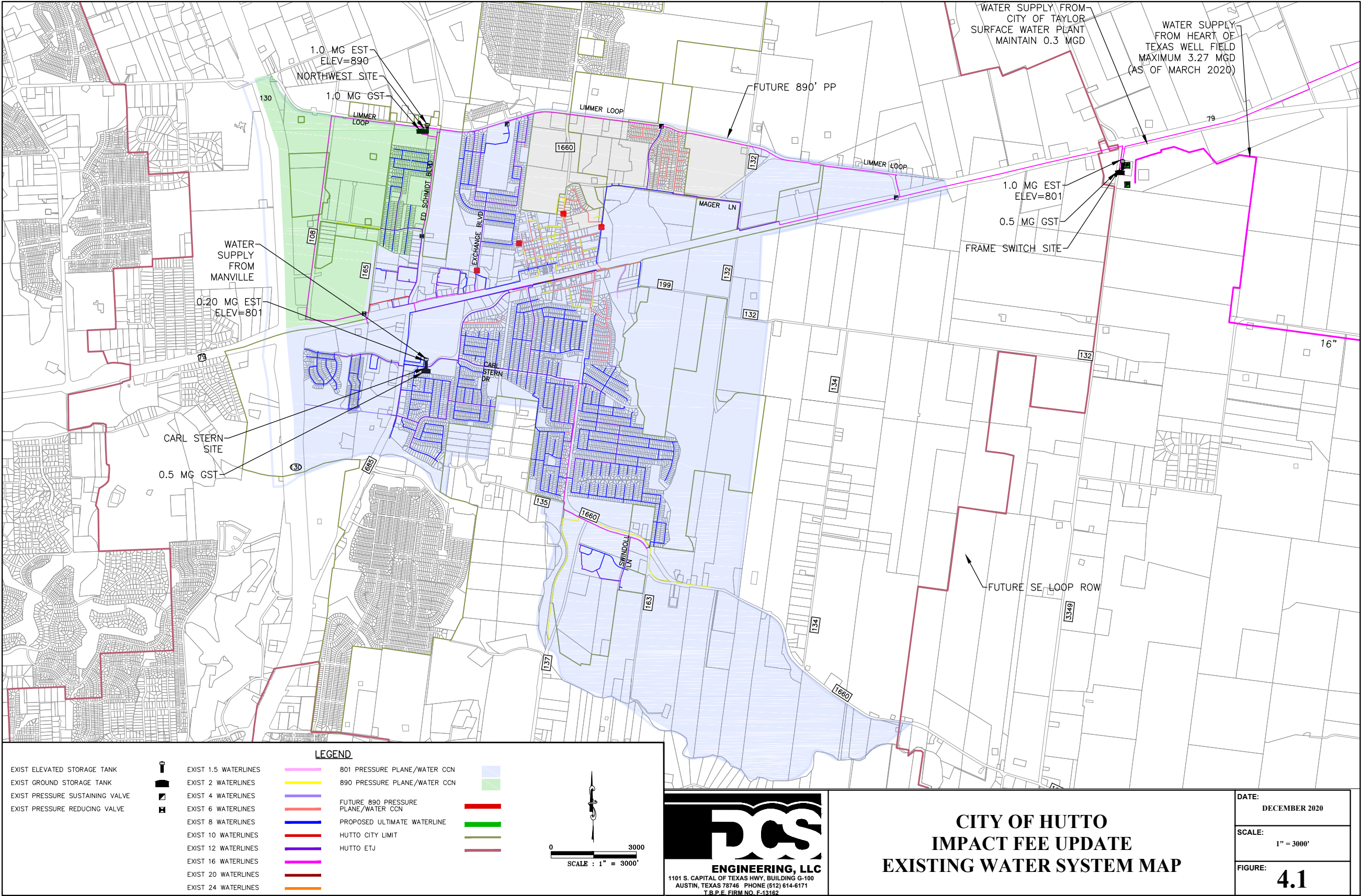
4.1 EXISTING WATER AND WASTEWATER SYSTEMS

The City's water system consists of two pressure plans (PP), a network of waterlines ranging in diameter from 2 inches to 30 inches, five ground storage tanks (GST) ranging in size from 0.38 MG to 1.0 MG, three active elevated storage tanks (EST) ranging in size from 0.2 MG to 1.0 MG, eight active groundwater wells, and 26 miles of 16 inch diameter transmission pipeline. A map of the existing water distribution system and pressure plane boundaries covering the City's Water CCN limits (i.e. water service area) is shown in Figure No. 4.1. A second map of the existing 16" transmission line supplying water to the City from its Heart of Texas well field and associated Shiloh Pumping Station is shown in Figure No. 4.2.

Groundwater is pumped from the eight wells to the Shiloh Pumping Station, where the water is disinfected to drinking water standards before being pumping 26 miles to the Frameswitch Pumping Station. The City also receives water from two take or pay contracts. The City can purchase up to 0.30 million gallons per day (mgd) from the City of Taylor at a connection point located at the Frameswitch Pumping Station. The City can also purchase up to 0.82 mgd from the Manville Water Supply Corporation (Manville) with a connection point at the Carl Stern Pumping Station. The City does not supply water to any entities; however, the City does have a mutual emergency interconnect agreement with the Jonah Water Special Utility District (Jonah) for up to 1.0 mgd under emergency conditions. This allows the City to take this quantity or give this quantity to Jonah under emergency conditions from either party. The City operates two pressure planes including the 890' PP which serves locations Northwest of Highway 79, and the 801' PP which serves the rest of the City and makes up the majority of the water service area.

The City's existing wastewater system consists of the 0.99 mgd Central Wastewater Treatment Plant (WWTP), the 2.0 mgd South WWTP, 6 lift stations, and a collection system ranging from 4" diameter up to 42" diameter. This wastewater system is currently serving a significantly larger area than the City's water service area. A map of the existing wastewater collection system and WWTP locations with their respective WWTP service area boundaries covering the City's wastewater service area limits is shown in Figure No. 4.3.

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DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HWY, BUILDING G-100
AUSTIN, TEXAS 78746 PHONE (512) 614-6171
T.B.P.E. FIRM NO. E-13162

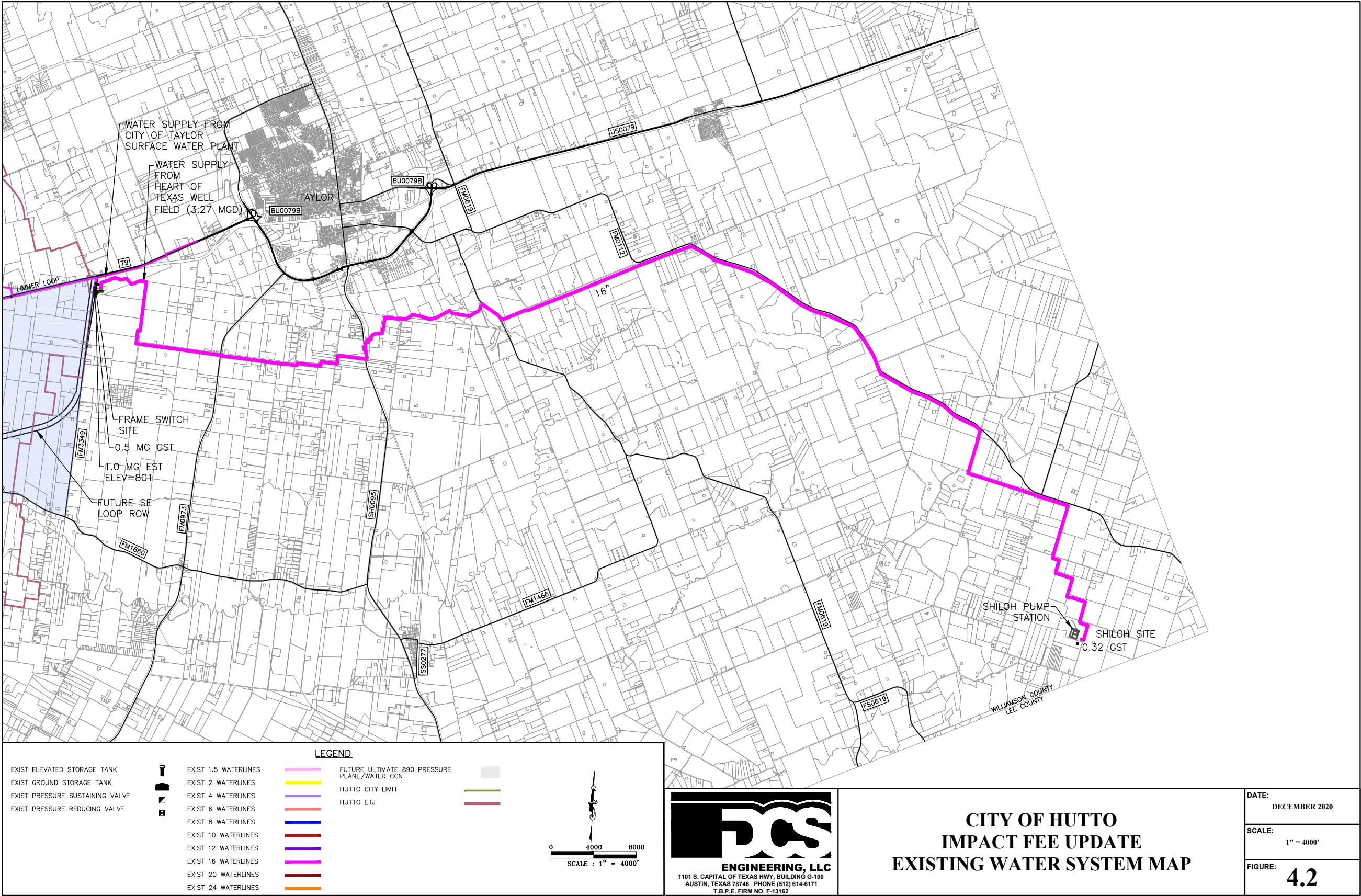
**CITY OF HUTTO
IMPACT FEE UPDATE
EXISTING WATER SYSTEM MAP**

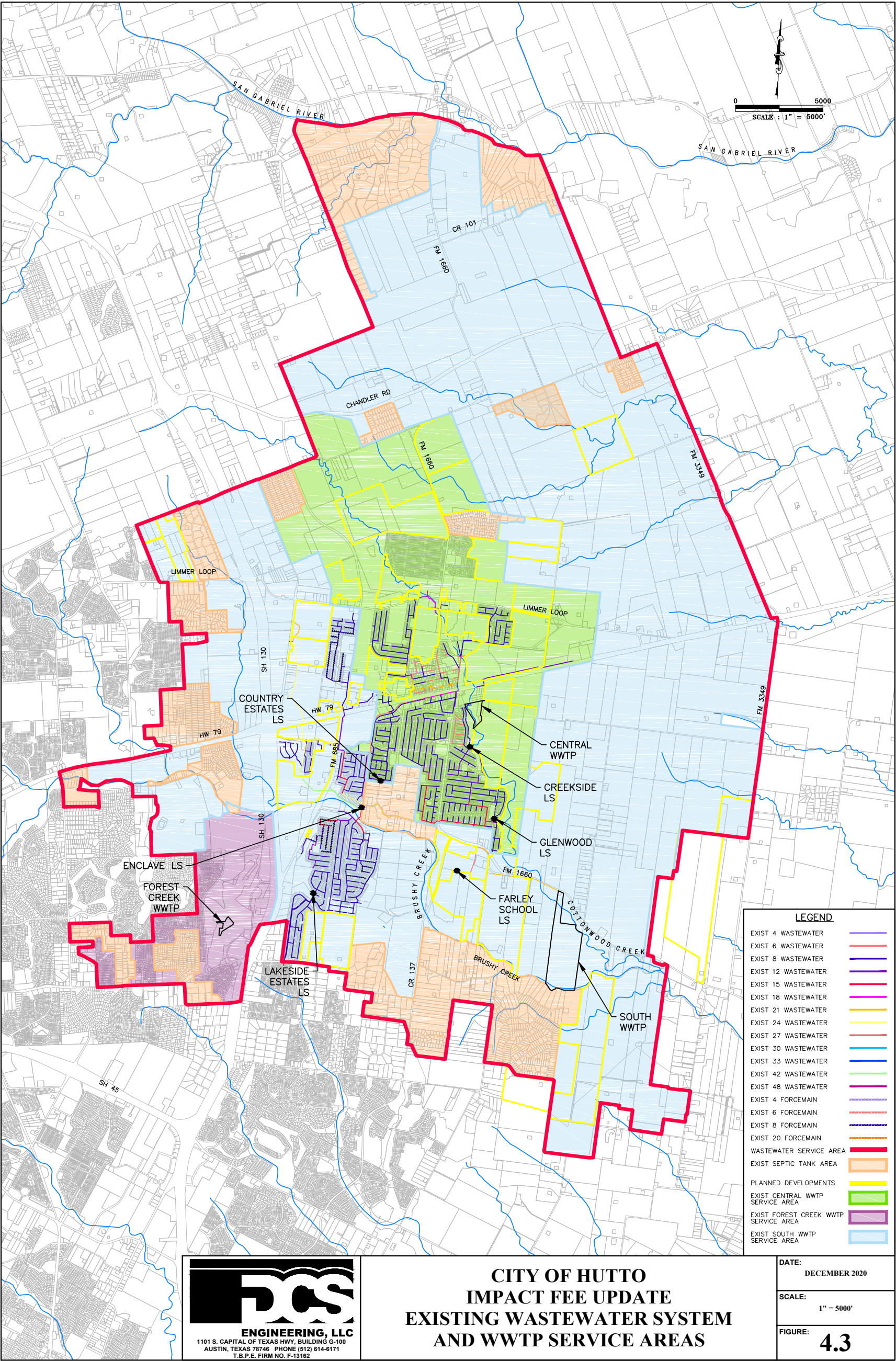
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SCALE:
1" = 3000'

FIGURE:
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4.2 WATER AND WASTEWATER MODEL DEVELOPMENT

As part of the 2016 Water Master Plan, DCS built and calibrated the existing water model in Bentley's WaterCAD (unlimited pipe) software using up to date GIS and operational data from the City. The existing condition of the model was updated in 2019 as part of the 5 year CIP update that DCS performed. DCS performed 48 hour extended period simulations (EPS) for the existing system, 5 year growth, 10 year growth, and ultimate water systems including modeling demands for Average and Max day flows. EPS analysis involves modeling the dynamic performance of the distribution system using variable demand, pump controls, tank elevations, and groundwater pumping. DCS used this model to develop the 10-yr water CIP list of projects related to the distribution system capacity. Water Supply projects were developed based on water projections.

In the wastewater master plan, completed in July 2018, DCS prepared pipe models for each of the wastewater collection system trunk lines in the City to evaluate the total and remaining capacities of these lines. Since this time, DCS has monitored the development in the City and updated the flows to the trunk lines in order to reevaluate how much capacity remains from these completed projects. DCS has also been monitoring the flow at the City's WWTPs to determine when expansions to the treatment capacity will be required.

4.3 WATER AND WASTEWATER SYSTEM IMPROVEMENTS

The proposed water and wastewater CIP projects were originally developed in their respective master plans completed in 2016 and 2018. Since that time, the CIP projects have been updated based on flow projection updates using active development data being collected by City staff that was discussed in Section 3. Furthermore, these CIP projects were reviewed and confirmed by DCS and City Staff to still be needed based on the flow projection update performed as part of this impact fee study. It should be noted here that CIP projects may have been added, start date modified, or deleted from the CIP list completed in 2019 due to the most current data available on active developments and growth.

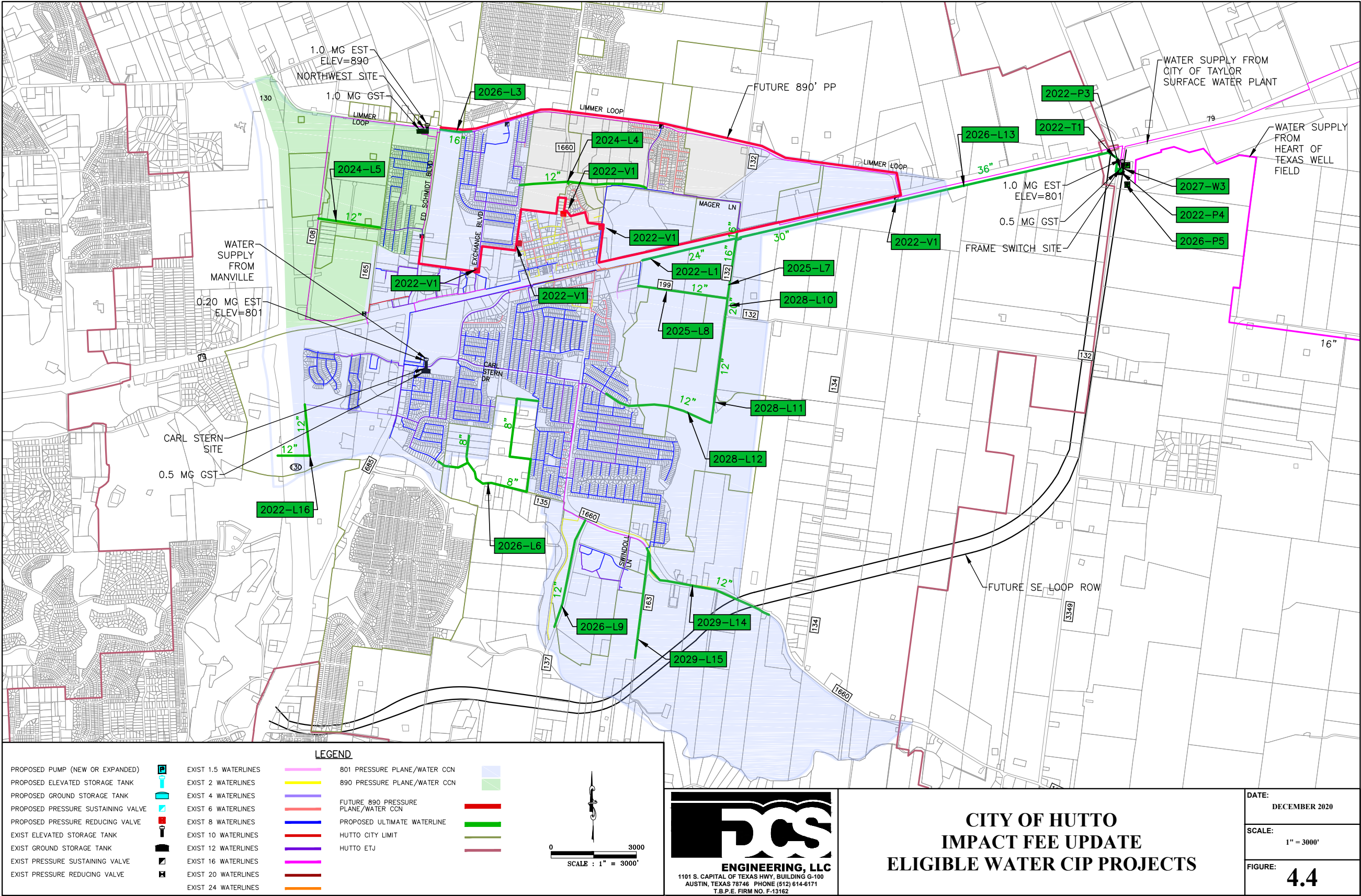
Each of these projects were analyzed to determine their construction cost, capacity added to the system, and capacity utilized within the next 10 years. Only the percentage of capacity that is utilized in the next 10 years is eligible to be included in the Impact Fee analysis. It should be noted here that we have listed all known water and wastewater projects identified by City Staff or DCS's 11 years of historical experience working for the City, even if they are not eligible for inclusion in the Impact Fee calculations. Those that are not eligible will have a utilization of 0% and are therefore not included in the resulting calculations. This data can be found in the Water System Impact Fee Eligible Projects Table No. 4.1; its companion Figure No. 4.4 titled Eligible Water CIP Projects for projects in proximity to the City's water service area; and its companion Figure No. 4.5 titled Eligible Water CIP Projects for projects associated with the City's Heart of Texas water wells and transmission system. The Wastewater System Impact Fee Eligible Projects are shown in Table No. 4.2; and its companion Figure No. 4.5 titled Eligible Wastewater CIP Projects.

Table 4.1 - Water System Impact Fee Eligible Projects

Project Date	Project ID	Fiscal Year Completed	Project Name	Project Description	2021 Utilization	2031 Utilization	Eligible Utilization (2031 - 2021)	Engineer's Opinion of Most Probable Cost or Actual Project Cost	Impact Fee Eligible Cost
Existing Projects ¹									
Completed	N/A	2003	Frameswitch Pumping Station	1.0 MG Elevated Storage, 0.5 MG Ground Storage, 4.3 MGD Pumping Capacity, and land acquisition	27%	64%	37%	\$1,747,068	\$653,276
Completed	N/A	2004	Carl Stern Pumping Station	0.2 MG Elevated Storage, 0.5 MG Ground Storage, 4.3 MGD Pumping Capacity, and land acquisition	33%	78%	46%	\$1,226,264	\$560,952
Completed	N/A	2007	North West Pumping Station	1.0 MG Elevated Storage, 1.0 MG Ground Storage, 6.5 MGD Pumping Capacity, and land acquisition	32%	77%	45%	\$4,238,004	\$1,895,731
Completed	N/A	2011	CR 108 Waterline	12,600 linear feet of 16" waterline	56%	88%	32%	\$1,575,000	\$504,000
Completed	N/A	2014	Cottonwood Creek Elementary Booster Pumps	Booster pumps necessary to provide minimum fire flow pressures per TCEQ	100%	100%	0%	\$25,000	\$0
Completed	N/A	2016	CR 685 8" Waterline Replacement	Replace 2,600 LF of 8" waterline	100%	100%	0%	\$275,600	\$0
Completed	N/A	2017	12" Waterline - Future Carl Stern Dr (SH 130 South)	9,000 linear feet of 12" waterline to transfer water for new development areas at Future Carl Stern Dr / SH 130 South	11%	83%	72%	\$940,000	\$679,468
Completed	N/A	2017	Heart of Texas Groundwater and Wells	Value of the Water rights, Well facilities, and conveyance to Shiloh	51%	100%	49%	\$22,231,249	\$10,998,618
Completed	N/A	2017	Heart of Texas Transmission Pipeline	131,000 linear feet of 16" waterline	37%	100%	63%	\$33,013,368	\$20,939,908
Completed	N/A	2017	Heart of Texas Booster Pumping Station	2.1 MGD Booster Pumping Station and 380,000 Gallons ground storage tank	91%	100%	9%	\$3,785,391	\$324,462
Completed	N/A	2017	City Storage Tank Painting	Paint 3 ground storage tanks, and 3 elevated storage tanks.	100%	100%	0%	\$1,200,000	\$0
Completed	N/A	2018	12" Waterline – West of FM 685	1,500 linear feet of 12" waterline to transfer water	11%	83%	72%	\$156,000	\$112,763
Completed	N/A	2018	12" Waterline – Front Street	3,600 linear feet of 12" waterline	30%	100%	70%	\$376,000	\$263,200
Completed	N/A	2018	16" Waterline – Front Street	900 linear feet of 16" waterline	30%	100%	70%	\$152,000	\$106,400
Completed	N/A	2018	20" Waterline – Front Street	2,500 linear feet of 20" waterline	30%	100%	70%	\$595,000	\$416,500
Completed	N/A	2018	24" Waterline – Front Street	1,800 linear feet of 24" waterline	30%	100%	70%	\$548,000	\$383,600
Completed	N/A	2019	Heart of Texas Well Rehabilitation	Clean well screens, and replace pumps and motors on 8 HOT wells.	100%	100%	0%	\$2,400,000	\$0
Completed	N/A	2020	Old Town Waterline Replacement Program ³	Waterline Replacements: East Street Phase I, Live Oak Street, Taylor Street, West Street Phase I and II with Metcalf Street, Marvin Cove, East Street Phase II, Ross Street, and Brushy Street/Evans Street.	100%	100%	0%	\$2,085,000	\$0
Completed	N/A	2020	Shiloh Booster Station Upgrade to 3.27 MGD	Install 3 new pumps to reach a capacity of 3.27 mgd	64%	100%	36%	\$500,000	\$178,899
Proposed Projects ²									
Under Design	2022-P1	2022	Shiloh Pumping Station Upgrade to 5.70 MGD	Install 5.7 mgd booster pump station at Shiloh Pump Station to replace existing 3.27 MGD pump station.	53%	100%	47%	\$4,900,000	\$2,321,053
Under Design	2022-P2	2022	Heart of Texas In-Line 5.7 MGD Pumping Station	Install 5.7 mgd inline booster pump station at the proposed Noack Pumping Station to allow the Heart of Texas Transmission Line to serve 5.7 mgd	53%	100%	47%	\$5,250,000	\$2,486,842
Under Design	2022-P3	2022	Frame Switch 890 PP 5.7 MGD Pump Station	Install 5.7 MGD 890' PP Pump Station at the Frame Switch Pumping Station.	53%	100%	47%	\$4,290,000	\$2,032,105
Under Design	2022-P4	2022	Frame Switch 801 PP 6.48 MGD Pump Station	Install 6.48 MGD 801' PP Pumping Station at the Frame Switch Pumping Station.	53%	100%	47%	\$2,960,000	\$1,402,105
Under Design	2022-T1	2022	Frame Switch 801 Pressure Plane Tank Modifications ³	Install new dedicated tank inlet to improve tank operation and mixing characteristics.	100%	100%	0%	\$520,000	\$0
Under Design	2022-V1	2022	890' Pressure Plane Expansion ³	To expand the 890' pressure plane east, 4 pressure reducing valves will be installed around Hutto's Historic Downtown. 1 Pressure sustaining valve will be converted into a pressure reducing valve.	37%	87%	50%	\$250,000	\$125,000
Under Design	2022-L1	2022	24" Waterline – US 79	5,500 linear feet of 24" waterline, and 6,000 linear feet of 30" waterline	37%	87%	50%	\$3,085,280	\$1,541,940
Under Design	2022-L2	2022	Heart of Texas 16" Parallel Pipeline	16,000 linear feet of 16" waterline	53%	100%	47%	\$2,658,000	\$1,249,260
Under Design	N/A	2021	Water Impact Fee Update	Update water impact fees.	0%	100%	100%	\$39,670	\$39,670
Under Design	N/A	2021	Water Supply Study	Water Supply Alternatives Analysis	0%	75%	75%	\$200,000	\$150,000
FY 2022 thru FY 2027	N/A	2022	2022 Water Master Plan Update	Update to the 2016 Water Master Plan	100%	100%	0%	\$150,000	\$0
FY 2023 thru FY 2028	N/A	2023	2023 Water Impact Fee Update	Update water impact fees.	0%	100%	100%	\$39,670	\$39,670
FY 2021 thru FY 2026	2026-L3	2026	16" Waterline - Limmer Loop ³	1,600 linear feet of 16" waterline to transfer water from the existing 890-ft PP at Ed Schmidt Blvd to Anderson St in Hutto Square (for expanding 890-ft PP)	0%	100%	100%	\$404,000	\$404,000
FY 2021 thru FY 2026	2024-L4	2024	12" Waterline - FM 1660/Mager Ln	4,800 linear feet of 12" waterline to transfer water from Delby St in Hutto Square to Carol Dr in Carol Meadows (for expanding 890-ft PP)	0%	100%	100%	\$728,000	\$728,000
FY 2021 thru FY 2026	2024-L5	2024	12" Waterline - Alliance Blvd (CR 108)	2,400 linear feet of 12" waterline to transfer water for new development areas along Innovation Blvd	0%	100%	100%	\$265,000	\$265,000
FY 2021 thru FY 2026	2026-L6	2026	Jonah Water Service Transfer Tier II South	7,910 linear feet of 8" waterline to transfer water to Coyote Trail	0%	100%	100%	\$953,000	\$953,000
FY 2021 thru FY 2026	2025-L7	2025	16" Waterline - CR 132	2,500 linear feet of 16" waterline to transfer water for new development areas at US79 / CR 132	0%	51%	51%	\$449,000	\$228,979
FY 2021 thru FY 2026	2025-L8	2025	12" Waterline - CR 199	3,300 linear feet of 12" waterline	0%	51%	51%	\$366,000	\$186,651
FY 2021 thru FY 2026	2026-L9	2026	12" Waterline	4,000 linear feet of 12" waterline	0%	54%	54%	\$606,000	\$328,107
FY 2027 thru FY 2031	2028-L10	2028	20" Waterline – CR 132	800 linear feet of 20" waterline	0%	36%	36%	\$202,000	\$73,257
FY 2027 thru FY 2031	2028-L11	2028	12" Waterline - Future Roadway	3,800 linear feet of 12" waterline	0%	36%	36%	\$421,000	\$152,678
FY 2027 thru FY 2031	2028-L12	2028	12" Waterline - Future Carl Stern Dr	4,300 linear feet of 12" waterline	0%	54%	54%	\$477,000	\$258,262
FY 2021 thru FY 2027	2026-L13	2026	36" Waterline - US 79	9,200 linear feet of 36" waterline	0%	62%	62%	\$4,623,000	\$2,856,402
FY 2027 thru FY 2031	2029-L14	2029	12" Waterline - FM 1660	5,400 linear feet of 12" waterline	0%	79%	79%	\$771,000	\$612,599
FY 2027 thru FY 2031	2029-L15	2029	12" Waterline - CR 163	3,900 linear feet of 12" waterline	0%	63%	63%	\$557,000	\$348,362
FY 2021 thru FY 2026	2022-L16	2022	Avery Lake Waterline	2,500 linear feet of 12" waterline	0%	80%	80%	\$960,000	\$768,000
FY 2021 thru FY 2027	2026-P5	2026	Frameswitch 890' PP Pump Upgrades	Replace 4 50 HP 890' PP pumps with 4 150 HP 890' PP pumps	0%	100%	100%	\$500,000	\$500,000
FY 2021 thru FY 2026	2022-W1	2022	Well Capacity Increase to 5.7 MGD	Install 2 new Hooper wells, Drill one new Simsboro well, repermit the existing Simsboro well No. 12.	0%	100%	100%	\$3,688,000	\$3,688,000
FY 2021 thru FY 2026	2022-W2	2022	Well Collection Capacity Increase to 5.7 MGD	Install +/- 21,000 LF of 16" and 12" piping.	0%	100%	100%	\$3,955,000	\$3,955,000
FY 2027 thru FY 2031	2027-W3	2027	5 MGD Brackish Water Treatment Plant	5 MGD brackish water treatment and cooling, 3 lower trinity aquifer wells, 1 injection well.	0%	54%	54%	\$30,105,390	\$16,256,911
Total =								\$151,441,954	\$81,968,630

1. Existing projects includes projects currently completed that provide capacity to the system
2. Proposed projects includes all future projects including those currently under design or construction not completed
3. Only projects that add additional capacity are eligible for inclusion in the Impact Fee Analysis

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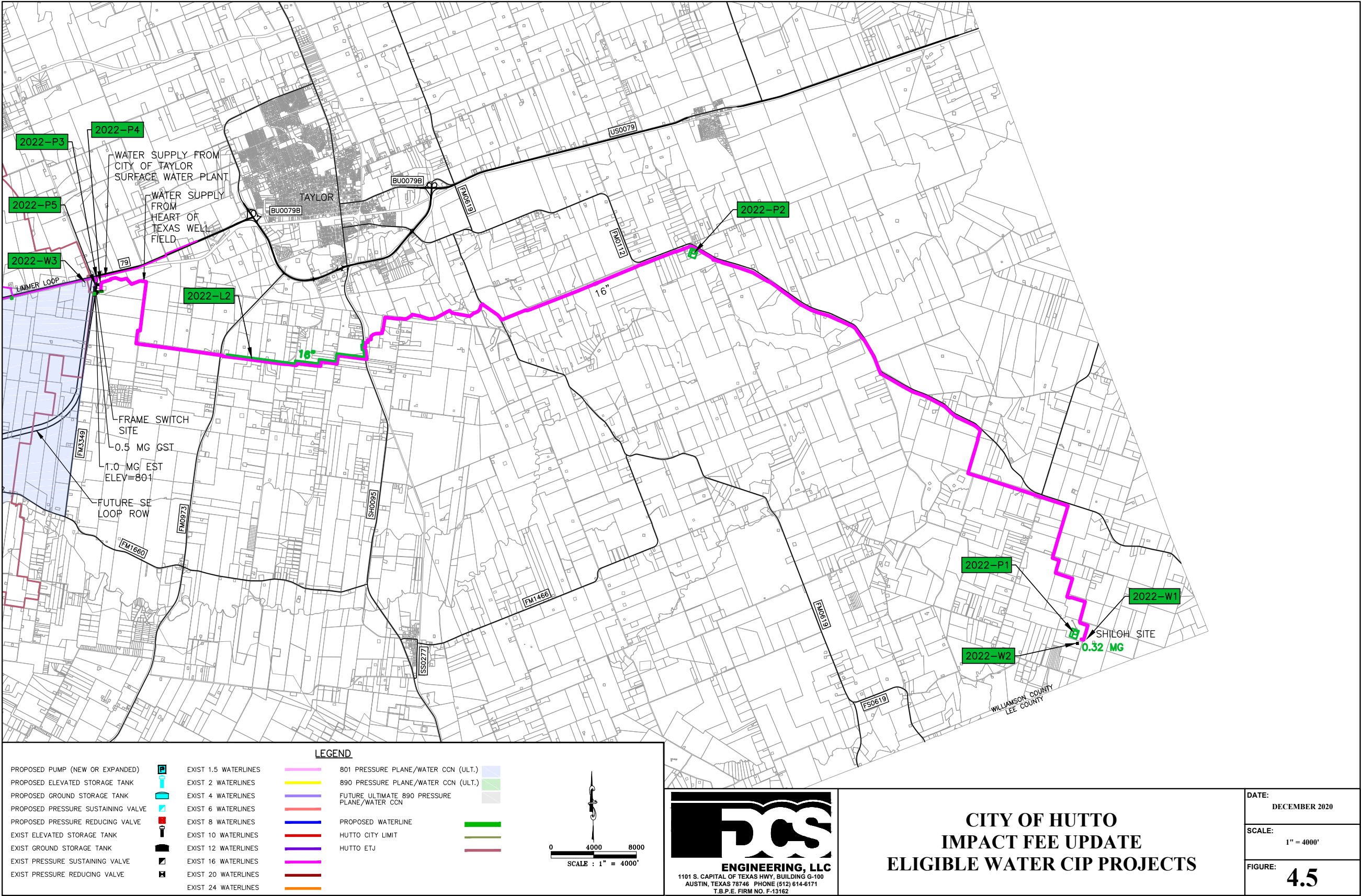


Table 4.2 - Wastewater System Impact Fee Eligible Projects

Project Date	Project ID	Project Name	Project Description	2021 Utilization	2031 Utilization	Eligible Utilization (2031 - 2021)	Engineer's Opinion of Most Probable Cost or Actual Project Cost	Impact Fee Eligible Cost
Existing Projects								
Completed	N/A	Existing 0.99 MGD Central WWTP	The existing Central WWTP with 0.99 mgd capacity and land acquisition	55%	100%	45%	\$7,896,042	\$3,525,304
Completed	N/A	Central WWTP Fine Bubble Aeration Improvements	The City implemented a fine bubble aeration system at the Central WWTP	100%	100%	0%	\$116,190	\$0
Completed	N/A	Existing 2.00 MGD South WWTP	The existing South WWTP with 2.00 mgd capacity and land acquisition	47%	100%	53%	\$20,342,455	\$10,700,131
Completed	N/A	Glenwood Forcemain Extension ²	Extend the 12" Glenwood FM to tie into an existing manhole at the Central WWTP	100%	100%	0%	\$58,441	\$0
Completed	N/A	Existing Enclave LS and FM	The existing Enclave lift station and forcemain with 8,960 LUEs of capacity	34%	100%	66%	\$3,074,224	\$2,043,193
Completed	N/A	Existing Brushy Creek Interceptor - Phase II-A	The existing 21" and 24" Brushy Creek Interceptor	42%	65%	23%	\$2,020,752	\$464,773
Completed	N/A	Exist Brushy Creek Interceptor - Phase I and II-B	The existing 42" Brushy Creek Interceptor	42%	65%	23%	\$1,347,214	\$309,859
Completed	N/A	Brushy Creek Phase I Easements along FM 1660	Easements acquired for Brushy Creek Interceptor - Phase I. The Interceptor was not built but the easements were re-purposed for the Enclave forcemain and the propsed Glenwood Interceptor.	50%	100%	50%	\$51,748	\$25,874
Completed	N/A	Existing Cottonwood Creek Interceptor	The existing Cottonwood Creek Interceptor with 9,343 LUEs of capacity	54%	100%	46%	\$527,333	\$242,303
Completed	N/A	2018 Wastewater Master Plan	Wastewater Master Plan	100%	100%	0%	\$151,520	\$0
Completed	N/A	Central WWTP and South WWTP Permit Amdendments and PER	Discharge Permit amendments for additional capacity at the Central WWTP and South WWTP including preliminary engineering design.	0%	100%	100%	\$245,000	\$245,000
Completed	N/A	Country Estates Forcemain Rerouting ²	Cut and redirect the Country Estates Forcemain to divert flow from the Central to the South WWTP	100%	100%	0%	\$59,000	\$0
Proposed Projects								
Under Design	N/A	Wastewater Impact Fee Update ¹	Update wastewater impact fees.	0%	100%	100%	\$39,670	\$39,670
Under Design	2021-I1	Lakeside Estates Lift Station Abandonment ¹	8,700 LF of 12", 15", and 18" interceptor to decommission the Lakeside Estates Lift Station and provide additional capacity for future developments in the area.	26%	100%	74%	\$1,584,472	\$1,168,995
Under Design	2023-I2	Glenwood Lift Station Decommission, Interceptor, and 2 - WWTP Lift Stations ¹	10,500 LF of 30" interceptor to take Glenwood lift station offline and transfer flows to the South WWTP. Includes decommissioning of Glenwood LS, construction of new lift station at the south WWTP, and construction of new lift station at the Central WWTP.	34%	75%	41%	\$8,645,099	\$3,554,167
2022-2023	N/A	2022 Wastewater Master Plan Update	Update to the Wastewater Master Plan	100%	100%	0%	\$155,000	\$0
2021-2022	2022-I3	The Landing Pipe Bursting	Pipe burst existing 500 LF of 12-inch pipe to 15-inch on Whitfield, located north of Co-op to provide capacity for the future Landing development	60%	100%	40%	\$250,372	\$99,546
2021-2023	2023-P1	Phosphorus Chemical Dosing	Adding Phosphorus chemical dosing system to the Central WWTP to meet TCEQ permit requirements.	0%	100%	100%	\$420,000	\$420,000
2021-2023	2024-P2	South WWTP from 2.0 to 4.0 MGD Capacity	Expand South WWTP plant capacity from 2.00 mgd to 4.00 mgd.	0%	80%	80%	\$30,199,320	\$24,159,456
2023-2023	N/A	2023 Wastewater Impact Fee Update ¹	Update wastewater impact fees.	0%	100%	100%	\$39,670	\$39,670
2028-2030	2030-I5	Cottonwood Creek Parallel Interceptor	700 LF of 18", 1,700 LF of 24", 3,900 LF of 27", and 2,100 LF of 30" Interceptor along east side of Cottonwood Creek to increase capacity of current Cottonwood Creek interceptor to ultimate conditions.	0%	75%	75%	\$4,079,222	\$3,059,416
2023-2025	2025-I4	Brushy Creek Interceptor & LS	2,800 LF of 36" and 15,100 LF of 42" interceptor to take Enclave LS offline and transfer flows to the South WWTP. Includes inverted siphon with two access vaults and on-site LS at WWTP. Decommissioning of Enclave LS is included in this project.	42%	65%	23%	\$14,238,000	\$3,270,720
2025-2028	2028-I6	Avery Lake Interceptor Phase I	Approximately 3,000 LF of 24" wastewater interceptor to serve the area South of hwy 79 and west of SH-130.	0%	15%	15%	\$1,778,149	\$266,722
Total =							<u>\$97,318,893</u>	<u>\$53,634,799</u>

1. Projects are currently under design

2. Only projects that add additional capacity are eligible for inclusion in the Impact Fee Analysis

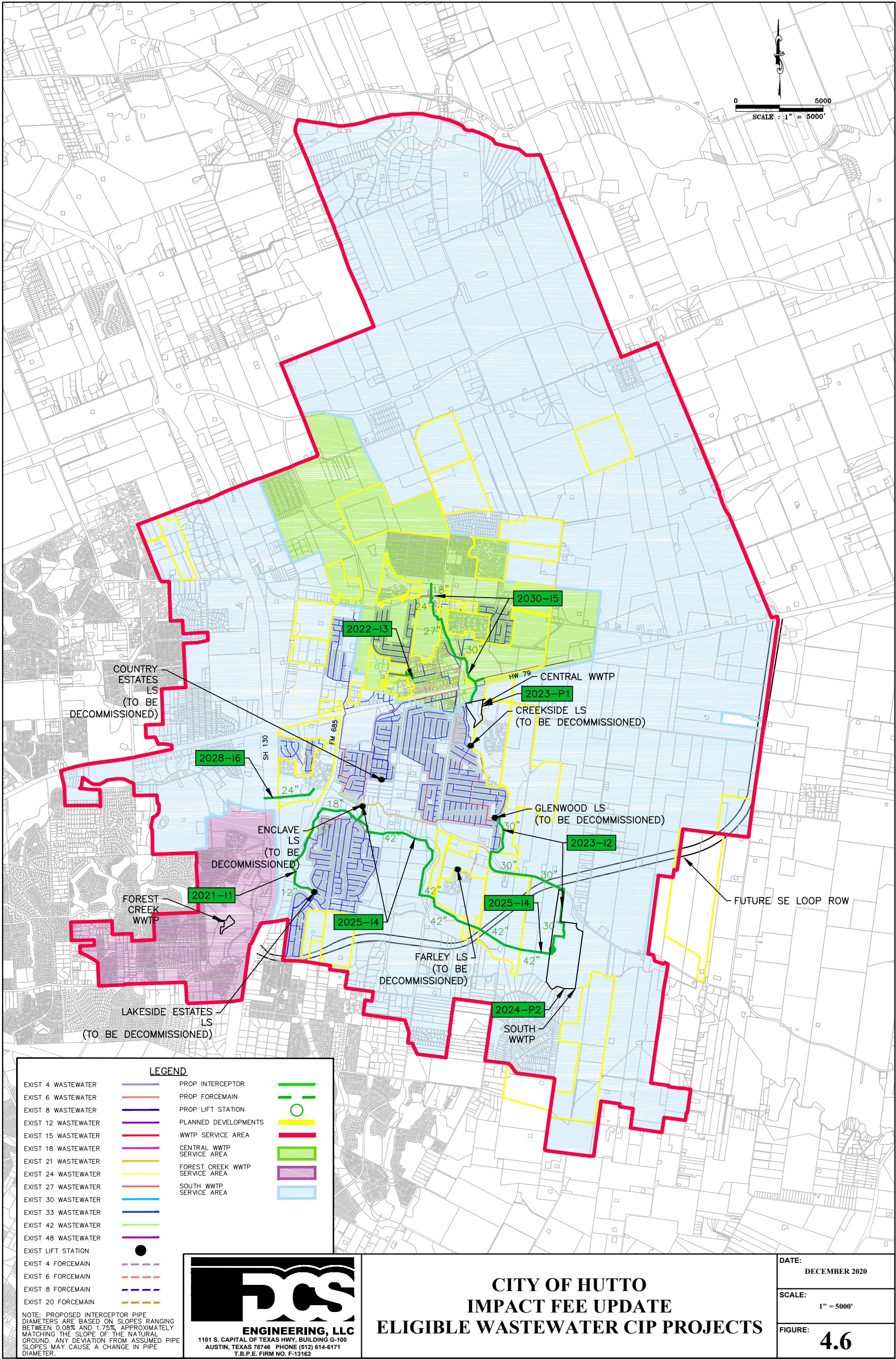


Table No. 4.1 and 4.2 shows a column titled “2021 Utilization”, which is the portion of a project’s capacity that is required to serve the existing LUEs. This portion of the project cost is not eligible for inclusion in the impact fee calculations. The column titled “2031 Utilization” is the portion of the project’s capacity that will be required to serve the projected growth in the City by 2031. The column titled “Eligible Utilization (2021-2031)” is the difference between the 2021 and 2031 percent utilization; and is the portion of the project’s capacity required to serve development from 2021 to 2031. The impact fee eligible cost for each project is calculated as the total capital cost multiplied by the “Eligible Utilization (2021-2031)”. Only this portion of the cost can be used to calculate the maximum allowable impact fees. It should be noted here that proposed projects that address deficiencies within the existing system serving only existing LUEs; or rehabilitate existing infrastructure serving existing LUEs are not eligible for inclusion in the impact fee calculations.

The costs listed for the existing projects are actual design and construction costs provided by the City and the future projects include the engineer’s opinion of most probable construction costs, easement acquisitions, contingencies, and professional fees. These costs are also adjusted for inflation at a rate of 3% per year from 2021. Detailed cost estimates for the water and wastewater projects can be found in Appendix A and Appendix B, respectively.

It should be noted here that future potential wholesale water contracts (i.e. with Manville WSC, Jonah, City of Taylor, etc); or future potential wholesale wastewater contracts (i.e. with Jonah, City of Taylor, MUD Districts; etc.) require special attention by the City as they relate to the impact fees calculated in this study and/or the collection of impact fees. Specifically, if the City enters into wholesale water and/or wastewater contracts to provide service to developments that are outside of the water service area or wastewater service limits defined in this study, the City must carefully evaluate the increased cost of service to the City’s water and wastewater system’s infrastructure. The additional demands will, in almost all cases, require the City to construct new CIP projects to expand the wastewater collection system capacity, WWTP capacity, water distribution system capacity, and/or the water supply system capacity. These future projects required to be constructed to achieve this additional capacity are not in the CIP lists used to calculate the impact fees in this study. Thus, the City’s cost to construct these future CIP projects would have to be paid by the wholesale water/wastewater rates charged to the City’s wholesale customer; or recovered by requiring the wholesale customer to pay for the required improvements to the City’s infrastructure as part of wholesale contract agreement.

Lastly, this impact fee study does not include any CIP costs for infrastructure improvements required by existing wholesale water and/or wastewater contracts. DCS has assumed that if any wholesale contracts exist that the terms of these contracts have addressed the City’s cost of service issues as described above or by other negotiated method per the terms of the contract that is in place.

Section 5

Impact Fee Analysis

The current impact fee ordinance was adopted in February 2013. This ordinance set the water impact fee for a single service unit at \$3,625.00 and the wastewater impact fee for a single service unit at \$2,128.00 for a combined impact fee of \$5,753.00 per service unit. This project is an update to the 2013 ordinance. The impact fee analysis involves determining the utilization of existing and proposed projects required as defined by the capital improvement plan to serve new development over the next 10-year period. For existing or proposed projects, the impact fee eligible cost is calculated as a percentage of the total project cost, based upon the percentage of the project's capacity required to serve development projected to occur between 2021 and 2031. Capacity serving existing development and development projected to occur more than 10 years in the future cannot be included in the maximum allowable impact fee calculations.

5.1 MAXIMUM IMPACT FEE CALCULATIONS

DCS retained New Gen Strategies and Solutions, LLC (NewGen) as a subconsultant to perform the financial analysis for this impact fee update. NewGen employed the impact fee determination method via a financial based model, which fully recognizes the requirements of Chapter 395, including the recognition of cash and/or debt financing, interest earnings, and fund balances. In determining the credit method, NewGen evaluated both the utility revenues method and the 50% credit, which are both recognized in Chapter 395. In developing the components of the financial model several assumptions must be made, including the following:

- Financing
 - Method of financing (i.e. cash or debt financing)
 - The level of financing (e.g. 80% debt and 20% cash)
 - Cost of financing
 - Debt repayment structure
- Timing and Level of Expenditures and Revenues
- Interest Earnings
- Annual Service Unit Growth
- Portion of Utility Revenue Used to Fund Impact Fee Water and Wastewater Improvements

The assumptions employed in the maximum assessable impact fee determination provide a reasonable basis for forecasting; however, it must be emphasized that these assumptions may not necessarily reflect actual future conditions. To address this, Chapter 395 requires the monitoring of impact fees through the Impact Fee Advisory Committee and allows for the option to update or revise impact fees to reflect the actual implementation of the impact fee program.

Once the cost of capacity added that is attributable to growth is determined, it must then be decided how the cost will be financed: cash and/or debt. For any previously funded projects, whether partially funded or in full, actual costs of capital have been included. Based on discussions with City staff, unless specific funding has already been determined, it is assumed that the City will debt finance 80% of the future project costs, and the remaining 20% with cash. The cost of financing for all of wastewater and a portion of the water projects is based on the City's Financial Advisor estimates of debt costs for All in True Interest Cost (TIC) for bonds issued with 30-year terms with 15 basis points added each year, as shown in Appendix C. For waterline projects, a 20-year term was used with the Financial Advisor's estimates for debt cost at a 20-year term plus 15 basis points each year. Debt service payments for each future debt issue are assumed to remain constant over the issue's term.

Currently, the exact timing and annual level of cash capital expenditures over the forecast period is indeterminate; therefore, it is assumed that capital expenditures will occur in equal amounts over the 10-year program period. Given inflationary expectations, an adjustment has been made to future expenses accounting for a 3.16% factor. This is based on Engineering News-Record's 20-Year average Construction Cost Index. It is also assumed that for debt-financed capital projects, the City will expend debt proceeds over a 2-year timeframe. For the calculation of the maximum assessable impact fee, debt is assumed to be issued in equal amounts for each year. In order to recognize the full amount of debt to be issued for the cost of capacity added that is attributable to growth during the 10-year period, a portion of years 8, 9, and 10 are assumed to be spent in the final 3 years.

Because debt is issued over 30-year and 20-year terms and impact fees developed herein are to be charged over a 10-year period, sufficient fund balance must be generated to meet the future debt service obligations. Fund balances were identified for each service area as a potential source for the current Impact Fee CIP. Because of the generation of the fund balance, excess monies will be available for interest earnings.

Chapter 395 states that interest earnings are funds of the impact fee account and are to be held to the same restrictions as impact fee revenues. Therefore, in order to recognize that interest earnings are used to fund only impact fee eligible improvements, interest earnings are credited against the costs recoverable through impact fees. It should be noted that Chapter 395 does not require the upfront recognition of interest earnings in the impact fee determination; however, in an effort to acknowledge the time value of the impact fee payers' monies, interest earnings have been credited. Interest is assumed to be earned at an annual rate of 0.41%, which is the average of 10-Year TexStar Interest Rate Average as of October 2020 and City's TexStar Yield as of July 2020.

As with the timing and level of the capital expenditures over the 10-year forecast, the timing and annual level of service unit growth over the 10-year program period is indeterminate at the present time. As such, it is assumed that service unit growth will be consistent over the 10-year forecast.

Chapter 395 requires a plan for awarding either a credit for the portion of ad valorem tax and/or utility service revenues generated by new service units during the program period that are used for payment of improvements that are included in the Water and Wastewater Impact Fee CIP. As an alternative, a credit equal to 50% of the total cost of implementing the Water and Wastewater Impact Fee CIP may be used. It should be noted that the credit is not a determination to recognize the total utility revenue generated by new service units, but is only a credit for the portion of utility revenue that is used for payment of improvements that are included in the Water and Wastewater Impact Fee CIP. Theoretically, the credit determination could be zero (\$0) if the City does not utilize any of the new service unit utility revenue to fund improvements that are included in the Water and Wastewater Impact Fee CIP. However, to be conservative and recognize potential cash flow issues that can occur with the funding of major capital improvement projects, it is assumed that the debt-funded projects (80% of the improvement costs included in the Water and Wastewater Impact Fee CIP but not otherwise funded) could potentially be funded by utility revenue.

Since payments made through utility revenue will consist of not only the revenue generated by new service units in the defined service area, but also existing service units throughout the City, the portion attributable to the new service units in the defined service area must be isolated, as illustrated in the credit calculation in Appendix C.

Table No. 5.1 – Max Fee Summary Table

	Water	Wastewater
Recoverable Impact Fee CIP Cost	\$ 91,097,518	\$ 62,578,979
Financing Cost	61,831,827	31,337,426
Existing Fund Balance	(1,200,000)	(940,000)
Interest Earnings	(3,407,035)	(2,266,310)
Recoverable Cost for Impact Fees	\$ 148,322,310	\$ 90,710,095
10-Year Growth in LUEs	8,397	16,271
Credit for Utility Revenues	(\$ 77,139,348)	(\$ 47,909,130)
Maximum Recoverable Cost for Impact Fee	\$ 71,182,962	\$ 42,800,965
Maximum Assessable Impact Fee	\$ 8,477	\$ 2,631
Credit for Utility Revenues	(\$ 74,161,155)	(\$ 45,355,048)
Maximum Recoverable Cost for Impact Fee	\$ 74,161,155	\$ 45,355,048
Maximum Assessable Impact Fee	\$ 8,832	\$ 2,788

Figure No. 5.1, 5.2, and 5.3 show comparisons of impact fees in the Central Texas region alongside the City of Hutto's new maximum assessable combined impact fee totaling \$11,620. Comparisons between communities are very common but may not tell the whole story. Each system is unique in geography, age of infrastructure, capital maintenance efforts, and typical usage patterns. The impact fees shown on this comparison are the impact fees that the cities have adopted, not the maximum assessable fee, which is what is calculated for the City of Hutto and shown in Table No. 5.1 as well as Figure No. 5.1, 5.2, and 5.3.

Figure No. 5.1 – Regional Comparison of Water Impact Fees

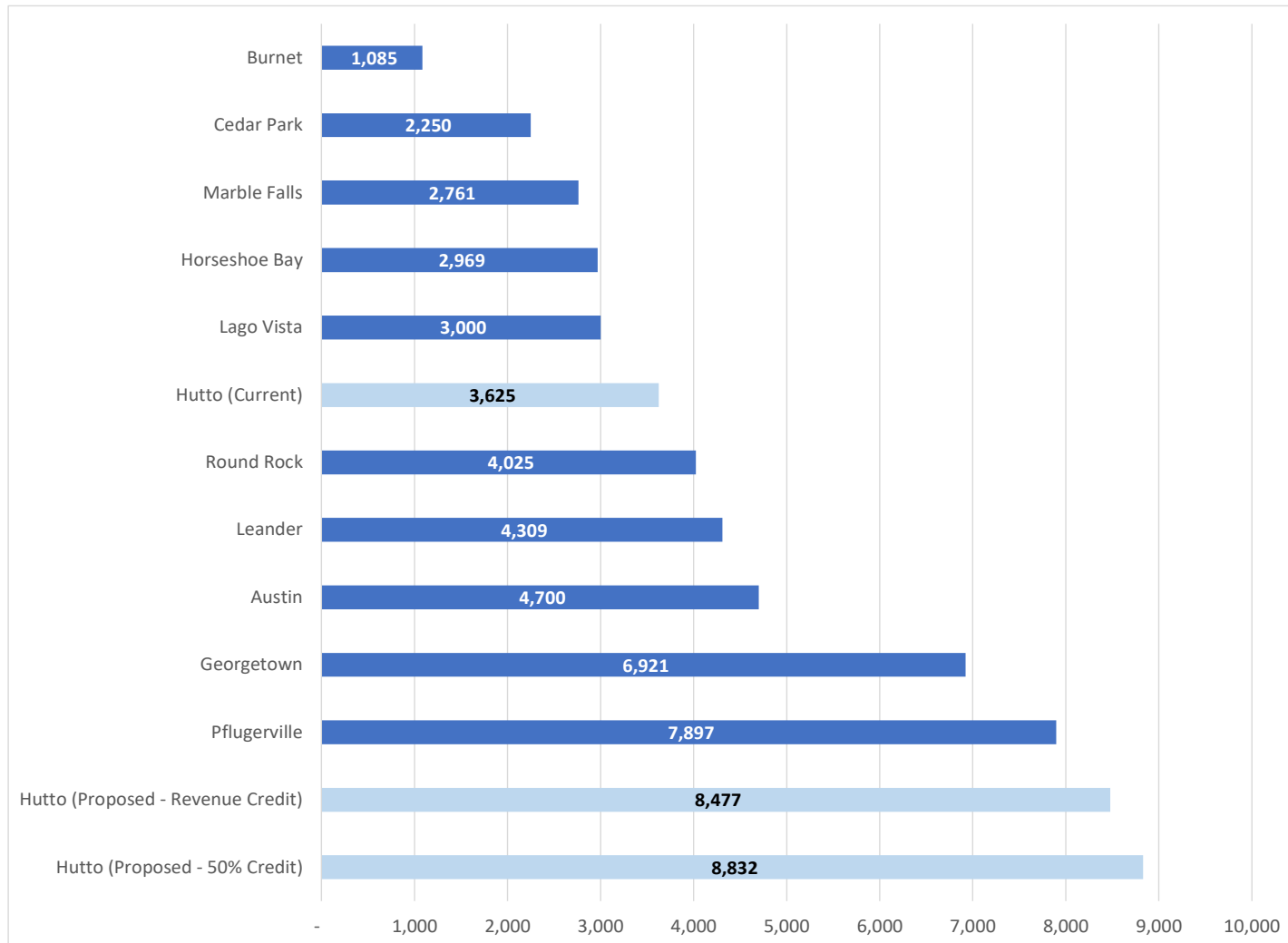
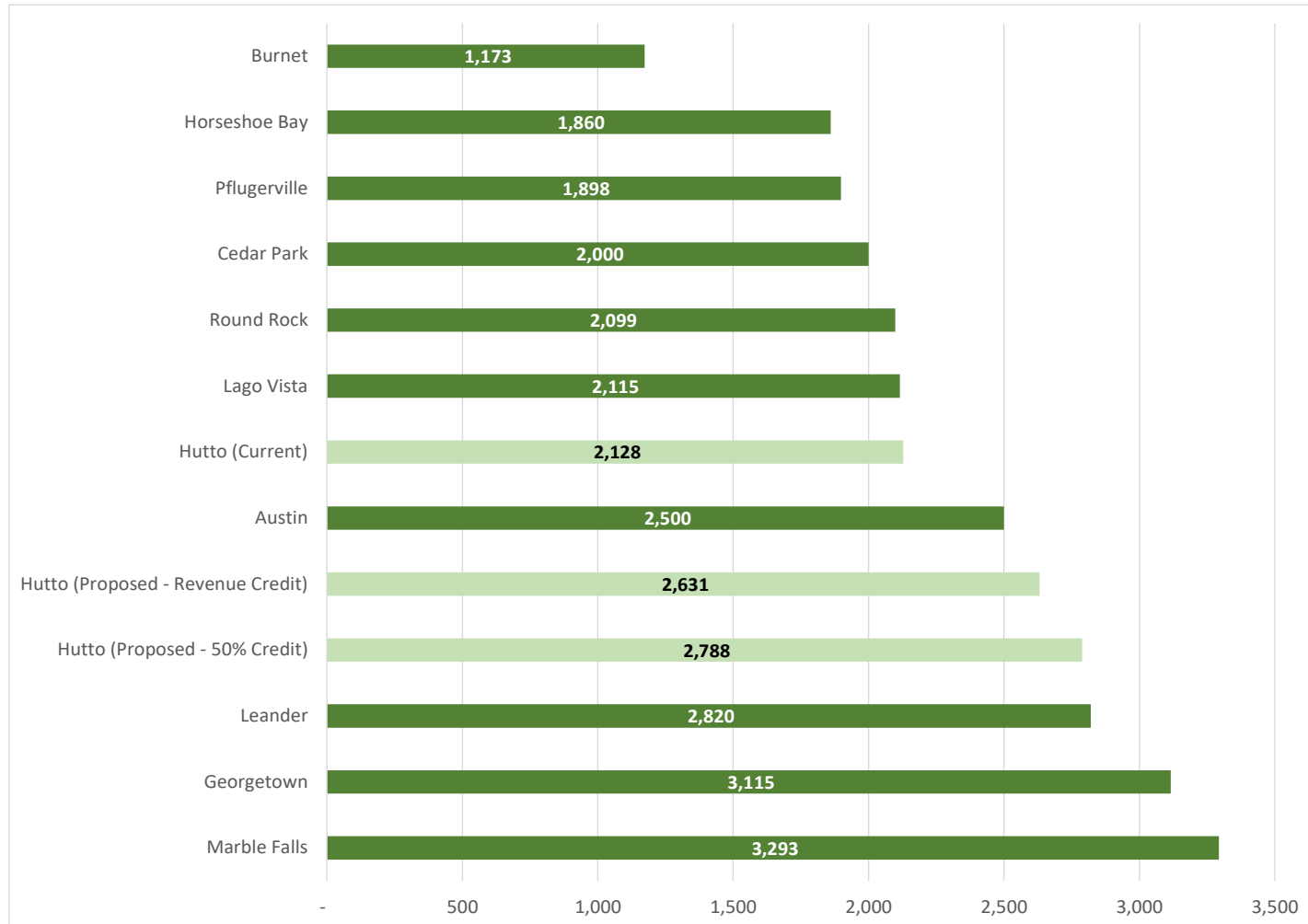
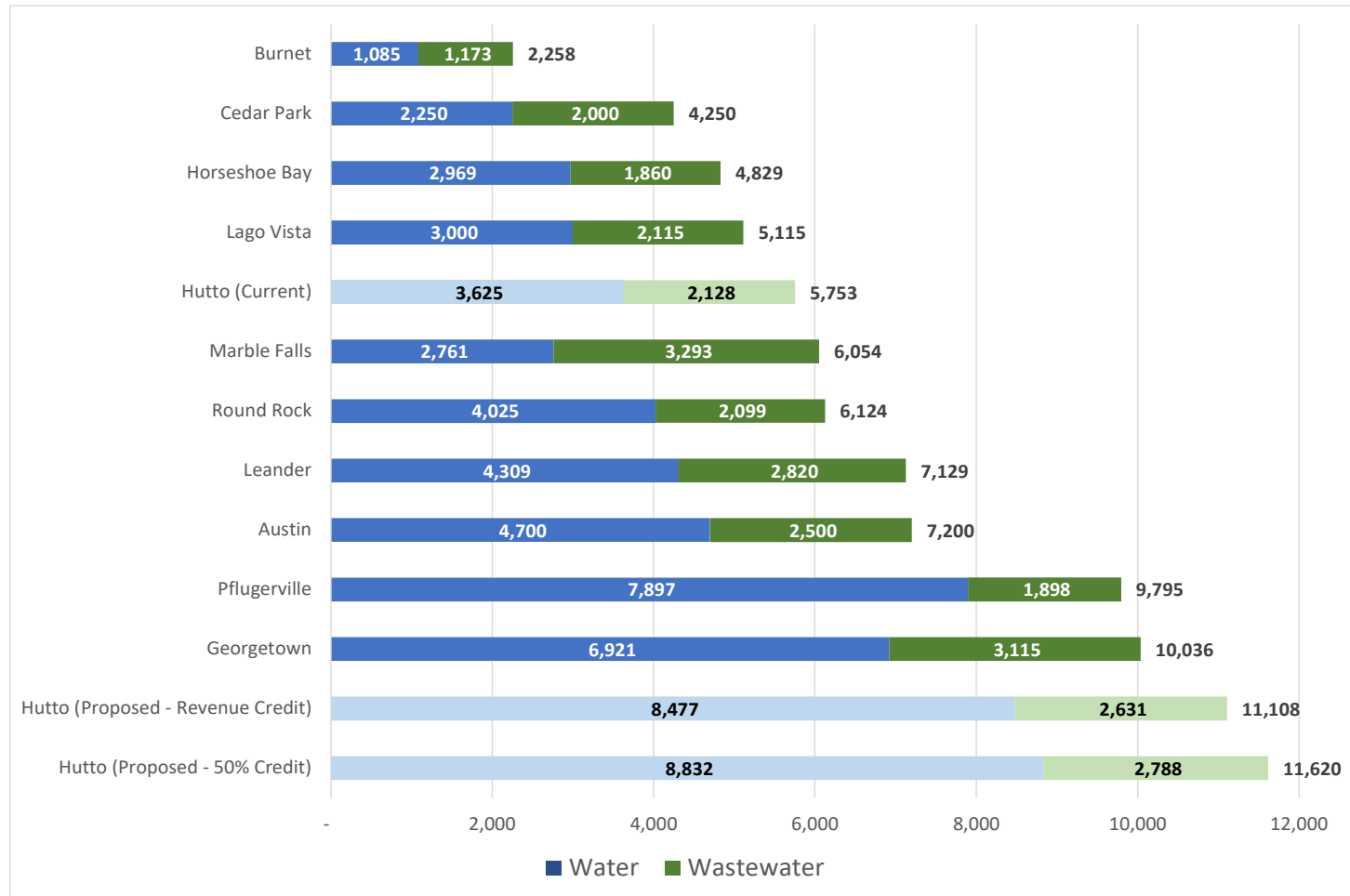


Figure No. 5.2 – Regional Comparison of Wastewater Impact Fees



Notes: Pflugerville also serves "Service Area 2" with Wastewater for 8,184; Leander also serves Lively Tract Wastewater for 4,452, Georgetown wastewater is for "Outside the Southfork area", Inside is 4,384

Figure No. 5.3 – Regional Comparison of Combined Water and Wastewater Impact Fees



Notes: Pflugerville also serves "Service Area 2" with Wastewater for 8,184; Leander also serves Lively Tract Wastewater for 4,452, Georgetown wastewater is for "Outside the Southfork area", Inside is 4,384

**APPENDIX A
WATER SYSTEM
PROJECT COST ESTIMATES**



Impact Fee CIP Cost Estimate

Shiloh Pumping Station Upgrade to 5.70 MGD



Project ID :2022-P1	Project Start:
Project Description:	Project Completion: 2022
Install 5.7 mgd booster pump station at Shiloh Pump Station to replace existing 3.27 MGD pump station.	

Opinion of Probable Construction Cost		
ITEM	DESCRIPTION	TOTAL COST
1	Four 200 horse power vertical turbine pumps, pump building, and emergency generator	\$3,705,104
	SUBTOTAL:	\$3,705,104
	CONTINGENCY 15%	\$555,766
	SUBTOTAL:	\$4,260,870
	PROFESSIONAL FEES 15%	\$639,130
	SUBTOTAL:	\$4,900,000
	PERCENT ELIGIBLE	47%
	Eligible Project Total:	\$2,321,053

Notes:



Impact Fee CIP Cost Estimate

Heart of Texas In-Line 5.7 MGD Pumping Station



Project ID :2022-P2

Project Start:

Project Description:

Project Completion:

2022

Install 5.7 mgd inline booster pump station at the proposed Noack Pumping Station to allow the Heart of Texas Transmission Line to serve 5.7 mgd

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	TOTAL COST
1	Four 250 horse power turbine pumps, pump building, and emergency generator	\$3,969,754
	SUBTOTAL:	\$3,969,754
	CONTINGENCY 15%	\$595,463
	SUBTOTAL:	\$4,565,217
	PROFESSIONAL FEES 15%	\$684,783
	SUBTOTAL:	\$5,250,000
	PERCENT ELIGIBLE	47%
	Eligible Project Total:	\$2,486,842

Notes:



Impact Fee CIP Cost Estimate

Frame Switch 890 PP 5.7 MGD Pump Station



Project ID :2022-P3	Project Start:
Project Description:	Project Completion: 2022
Install 5.7 MGD 890' PP Pump Station at the Frame Switch Pumping Station.	

Opinion of Probable Construction Cost		
ITEM	DESCRIPTION	TOTAL COST
1	Five 50 HP Vertical Turbine Pumps, pump building, and emergency generator	\$3,243,856
	SUBTOTAL:	\$3,243,856
	CONTINGENCY 15%	\$486,578
	SUBTOTAL:	\$3,730,435
	PROFESSIONAL FEES 15%	\$559,565
	SUBTOTAL:	\$4,290,000
	PERCENT ELIGIBLE	47%
	Eligible Project Total:	\$2,032,105

Notes:



Impact Fee CIP Cost Estimate
Frame Switch 801 PP 6.48 MGD Pump Station



Project ID :2022-P4

Project Start:

Project Description:

Project Completion:

2022

Install 6.48 MGD 801' PP Pumping Station at the Frame Switch Pumping Station.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	6.48 mgd pumping station		\$2,238,185
	SUBTOTAL:		\$2,238,185
	CONTINGENCY	15%	\$335,728
	SUBTOTAL:		\$2,573,913
	PROFESSIONAL FEES	15%	\$386,087
	SUBTOTAL:		\$2,960,000
	PERCENT ELIGIBLE		47%
Eligible Project Total:			\$1,402,105

Notes:



Impact Fee CIP Cost Estimate
Frame Switch 801 PP Tank Modifications



Project ID :2022-T1	Project Start:
Project Description:	Project Completion: 2022
Install new dedicated tank inlet to improve tank operation and mixing characteristics.	

Opinion of Probable Construction Cost		
ITEM	DESCRIPTION	TOTAL COST
1	Install new dedicated tank inlet and mixing system	\$393,195
	SUBTOTAL:	\$393,195
	CONTINGENCY 15%	\$58,979
	SUBTOTAL:	\$452,174
	PROFESSIONAL FEES 15%	\$67,826
	SUBTOTAL:	\$520,000
	PERCENT ELIGIBLE	0%
Eligible Project Total:		\$0

Notes:



Impact Fee CIP Cost Estimate 890' Pressure Plane Expansion



Project ID :2022-V1

Project Start:

Project Description:

Project Completion:

2022

To expand the 890' pressure plane east, 4 pressure reducing valves will be installed around Hutto's Historic Downtown. 1 Pressure sustaining valve will be converted into a pressure reducing valve.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	TOTAL COST
1	5 Cla-Val pressure reducing valves and vaults	\$189,036
	SUBTOTAL:	\$189,036
	CONTINGENCY 15%	\$28,355
	SUBTOTAL:	\$217,391
	PROFESSIONAL FEES 15%	\$32,609
	SUBTOTAL:	\$250,000
	PERCENT ELIGIBLE	50%
	Eligible Project Total:	\$125,000

Notes:



Impact Fee CIP Cost Estimate 24" and 30" Waterline - US 79



Project ID :2022-L1

Project Start:

Project Description:

Project Completion:

2022

5,500 linear feet of 24" waterline, and 6,000 linear feet of 30" waterline

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	TOTAL COST
1	5,500 LF of 24" waterline and 6,000 LF of 30" waterline	\$2,332,915
	SUBTOTAL:	\$2,332,915
	CONTINGENCY 15%	\$349,937
	SUBTOTAL:	\$2,682,852
	PROFESSIONAL FEES 15%	\$402,428
	SUBTOTAL:	\$3,085,280
	PERCENT ELIGIBLE	50%
	Eligible Project Total:	\$1,541,940

Notes:



Impact Fee CIP Cost Estimate
Heart of Texas 16" Parallel Pipeline



Project ID : 2022-L2	Project Start:
Project Description:	Project Completion: 2021
16,000 linear feet of 16" pipeline	

Opinion of Probable Construction Cost			
ITEM	DESCRIPTION		TOTAL COST
1	16,000 LF of 16" pipeline		\$2,009,830
	SUBTOTAL:		\$2,009,830
	CONTINGENCY	15%	\$301,474
	SUBTOTAL:		\$2,311,304
	PROFESSIONAL FEES	15%	\$346,696
	SUBTOTAL:		\$2,658,000
	PERCENT ELIGIBLE		47%
Eligible Project Total:			\$1,249,260

Notes:



Impact Fee CIP Cost Estimate 16" Waterline - Limmer Loop



Project ID : 2026-L3 **Project Start: 2021**

Project Description: **Project Completion: 2026**

1,600 linear feet of 16" waterline to transfer water from the existing 890-ft PP at Ed Schmidt Blvd to Anderson St in Hutto Square (for expanding 890-ft PP)

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	TOTAL COST
1	1600 LF of 16" waterline	\$305,482
	SUBTOTAL:	\$305,482
	CONTINGENCY 15%	\$45,822
	SUBTOTAL:	\$351,304
	PROFESSIONAL FEES 15%	\$52,696
	SUBTOTAL:	\$404,000
	PERCENT ELIGIBLE	100%
	Eligible Project Total:	\$404,000

Notes:



Impact Fee CIP Cost Estimate
12" Waterline - FM 1660/Mager Ln



Project ID : 2024-L4 **Project Start:** **2021**

Project Description: **Project Completion:** **2026**

4,800 linear feet of 12" waterline to transfer water from Delby St in Hutto Square to Carol Dr in Carol Meadows (for expanding 890-ft PP)

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	4,800 LF of 12" waterline		\$550,473
	SUBTOTAL:		\$550,473
	CONTINGENCY	15%	\$82,571
	SUBTOTAL:		\$633,043
	PROFESSIONAL FEES	15%	\$94,957
	SUBTOTAL:		\$728,000
	PERCENT ELIGIBLE		100%
Eligible Project Total:			\$728,000

Notes:



Impact Fee CIP Cost Estimate
12" Waterline - Alliance Blvd (CR 108)



Project ID : 2024-L5 **Project Start:** **2021**

Project Description: **Project Completion:** **2026**

2,400 linear feet of 12" waterline to transfer water for new development areas along Innovation Blvd

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	2,400 LF of 12" waterline		\$200,378
	SUBTOTAL:		\$200,378
	CONTINGENCY	15%	\$30,057
	SUBTOTAL:		\$230,435
	PROFESSIONAL FEES	15%	\$34,565
	SUBTOTAL:		\$265,000
	PERCENT ELIGIBLE		100%
Eligible Project Total:			\$265,000

Notes:



Impact Fee CIP Cost Estimate
Jonah Water Service Transer Tier II South



Project ID : 2026-L6 **Project Start:** **2021**

Project Description: **Project Completion:** **2026**

7,910 linear feet of 8" waterline to transfer water to Coyote Trail

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	7,910 LF of 8" waterline		\$720,605
	SUBTOTAL:		\$720,605
	CONTINGENCY	15%	\$108,091
	SUBTOTAL:		\$828,696
	PROFESSIONAL FEES	15%	\$124,304
	SUBTOTAL:		\$953,000
	PERCENT ELIGIBLE		100%
Eligible Project Total:			\$953,000

Notes:



Impact Fee CIP Cost Estimate 16" Waterline - CR 132



Project ID : 2025-L7 Project Start: 2021

Project Description: Project Completion: 2026

2,500 linear feet of 16" waterline to transfer water for new development areas at US79 / CR 132

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	2,500 LF of 16" waterline		\$339,509
	SUBTOTAL:		\$339,509
	CONTINGENCY	15%	\$50,926
	SUBTOTAL:		\$390,435
	PROFESSIONAL FEES	15%	\$58,565
	SUBTOTAL:		\$449,000
	PERCENT ELIGIBLE		51%
Eligible Project Total:			\$228,979

Notes:



Impact Fee CIP Cost Estimate
12" Waterline - CR 199



Project ID : 2025-L8 **Project Start:** **2021**

Project Description: **Project Completion:** **2026**

3,300 linear feet of 12" waterline

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	3,300 LF of 12" waterline		\$276,749
	SUBTOTAL:		\$276,749
	CONTINGENCY	15%	\$41,512
	SUBTOTAL:		\$318,261
	PROFESSIONAL FEES	15%	\$47,739
	SUBTOTAL:		\$366,000
	PERCENT ELIGIBLE		51%
Eligible Project Total:			\$186,651

Notes:



Impact Fee CIP Cost Estimate 12" Waterline



Project ID : 2026-L9 Project Start: 2021

Project Description: Project Completion: 2026

4,000 linear feet of 12" waterline

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	4,000 LF of 12" waterline		\$458,223
	SUBTOTAL:		\$458,223
	CONTINGENCY	15%	\$68,733
	SUBTOTAL:		\$526,957
	PROFESSIONAL FEES	15%	\$79,043
	SUBTOTAL:		\$606,000
	PERCENT ELIGIBLE		54%
Eligible Project Total:			\$328,107

Notes:



Impact Fee CIP Cost Estimate
20" Waterline - CR 132



Project ID : 2028-L10 Project Start: 2027

Project Description: Project Completion: 2031

800 linear feet of 20" waterline

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	800 LF of 20" waterline		\$152,741
	SUBTOTAL:		\$152,741
	CONTINGENCY	15%	\$22,911
	SUBTOTAL:		\$175,652
	PROFESSIONAL FEES	15%	\$26,348
	SUBTOTAL:		\$202,000
	PERCENT ELIGIBLE		36%
Eligible Project Total:			\$73,257

Notes:



Impact Fee CIP Cost Estimate
12" Waterline - Future Roadway



Project ID : 2028-L11 **Project Start:** **2027**

Project Description: **Project Completion:** **2031**

3,800 linear feet of 12" waterline

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	3,800 LF of 12" waterline		\$318,336
	SUBTOTAL:		\$318,336
	CONTINGENCY	15%	\$47,750
	SUBTOTAL:		\$366,087
	PROFESSIONAL FEES	15%	\$54,913
	SUBTOTAL:		\$421,000
	PERCENT ELIGIBLE		36%
Eligible Project Total:			\$152,678

Notes:



Impact Fee CIP Cost Estimate
12" Waterline - Future Carl Stern Drive



Project ID : 2028-L12 **Project Start:** **2027**

Project Description: **Project Completion:** **2031**

4,300 linear feet of 12" waterline

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	4,300 LF of 12" waterline		\$360,681
	SUBTOTAL:		\$360,681
	CONTINGENCY	15%	\$54,102
	SUBTOTAL:		\$414,783
	PROFESSIONAL FEES	15%	\$62,217
	SUBTOTAL:		\$477,000
	PERCENT ELIGIBLE		54%
Eligible Project Total:			\$258,262

Notes:



Impact Fee CIP Cost Estimate 36" Waterline - US 79



Project ID : 2026-L13 Project Start: 2021

Project Description: Project Completion: 2027

9,200 linear feet of 36" waterline

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	9,200 LF of 36" waterline		\$3,495,652
	SUBTOTAL:		\$3,495,652
	CONTINGENCY	15%	\$524,348
	SUBTOTAL:		\$4,020,000
	PROFESSIONAL FEES	15%	\$603,000
	SUBTOTAL:		\$4,623,000
	PERCENT ELIGIBLE		62%
Eligible Project Total:			\$2,856,402

Notes:



Impact Fee CIP Cost Estimate
12" Waterline - FM 1660



Project ID : 2029-L14 **Project Start:** **2027**

Project Description: **Project Completion:** **2031**

5,400 linear feet of 12" waterline

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	5,400 LF of 12" waterline		\$582,987
	SUBTOTAL:		\$582,987
	CONTINGENCY	15%	\$87,448
	SUBTOTAL:		\$670,435
	PROFESSIONAL FEES	15%	\$100,565
	SUBTOTAL:		\$771,000
	PERCENT ELIGIBLE		79%
Eligible Project Total:			\$612,599

Notes:



Impact Fee CIP Cost Estimate
12" Waterline - CR 163



Project ID : 2029-L15 **Project Start:** **2027**

Project Description: **Project Completion:** **2031**

3,900 linear feet of 12" waterline

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	3,900 LF of 12" waterline		\$421,172
	SUBTOTAL:		\$421,172
	CONTINGENCY	15%	\$63,176
	SUBTOTAL:		\$484,348
	PROFESSIONAL FEES	15%	\$72,652
	SUBTOTAL:		\$557,000
	PERCENT ELIGIBLE		63%
Eligible Project Total:			\$348,362

Notes:



Impact Fee CIP Cost Estimate Avery Lake Waterline



Project ID : 2022-L16 Project Start: 2021

Project Description: Project Completion: 2026

2,500 linear feet of 12" waterline

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	12" Water Line		\$725,898
	SUBTOTAL:		\$725,898
	CONTINGENCY	15%	\$108,885
	SUBTOTAL:		\$834,783
	PROFESSIONAL FEES	15%	\$125,217
	SUBTOTAL:		\$960,000
	PERCENT ELIGIBLE		80%
Eligible Project Total:			\$768,000

Notes:



Impact Fee CIP Cost Estimate Frameswitch 890' PP Pump Upgrades



Project ID : 2026-P5 Project Start: 2021

Project Description: Project Completion: 2027

Replace 4 50 HP 890' PP pumps with 4 150 HP 890' PP pumps

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	Four 150 HP Pumps		\$378,072
	SUBTOTAL:		\$378,072
	CONTINGENCY	15%	\$56,711
	SUBTOTAL:		\$434,783
	PROFESSIONAL FEES	15%	\$65,217
	SUBTOTAL:		\$500,000
	PERCENT ELIGIBLE		100%
Eligible Project Total:			\$500,000

Notes:



Impact Fee CIP Cost Estimate Well Capacity Increase to 5.7 MGD



Project ID : 2022-W1 **Project Start:** **2021**

Project Description: **Project Completion:** **2026**

Install 2 new Hooper wells, Drill one new Simsboro well, repermit the existing Simsboro well No. 12.

Opinion of Probable Construction Cost		
ITEM	DESCRIPTION	TOTAL COST
1	Two new Hooper Wells	\$1,659,105
2	One new Simsboro Well	\$829,553
3	Repermit existing Simsboro well No. 12	\$300,000
SUBTOTAL:		\$2,788,658
CONTINGENCY		15%
		\$418,299
SUBTOTAL:		\$3,206,956
PROFESSIONAL FEES		15%
		\$481,043
SUBTOTAL:		\$3,688,000
PERCENT ELIGIBLE		100%
Eligible Project Total:		\$3,688,000

Notes:



Impact Fee CIP Cost Estimate
Well Collection Capacity Increase to 5.7 MGD



Project ID : 2022-W2 **Project Start:** **2021**

Project Description: **Project Completion:** **2026**

Install +/- 21,000 LF of 16" and 12" well collection piping.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	16" and 12" piping		\$2,990,548
	SUBTOTAL:		\$2,990,548
	CONTINGENCY	15%	\$448,582
	SUBTOTAL:		\$3,439,130
	PROFESSIONAL FEES	15%	\$515,870
	SUBTOTAL:		\$3,955,000
	PERCENT ELIGIBLE		100%
Eligible Project Total:			\$3,955,000

Notes:



Impact Fee CIP Cost Estimate 5 MGD Brackish Water Treatment Plant



Project ID : 2027-W3 **Project Start:** **2027**

Project Description: **Project Completion:** **2031**

5 MGD brackish water treatment and cooling, 3 lower trinity aquifer wells, 1 injection well.

Opinion of Probable Construction Cost		
ITEM	DESCRIPTION	TOTAL COST
1	5 MGD brackish WTP and cooling	\$17,300,000
2	Three lower trinity aquifer wells	\$5,060,000
3	One injection well	\$404,000
SUBTOTAL:		\$22,764,000
CONTINGENCY 15%		\$3,414,600
SUBTOTAL:		\$26,178,600
PROFESSIONAL FEES 15%		\$3,926,790
SUBTOTAL:		\$30,105,390
PERCENT ELIGIBLE		54%
Eligible Project Total:		\$16,256,911

Notes:

APPENDIX B
WASTEWATER SYSTEM
PROJECT COST ESTIMATES



Impact Fee CIP Cost Estimate
Lakeside Estates Lift Station Abandonement



Project ID : 2020-I1 **Project Start:** **2020**

Project Description: **Project Completion:** **2021**

8,700 LF of 12", 15", and 18" interceptor to decommission the Lakeside Estates Lift Station and provide additional capacity for future developments in the area.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	TOTAL COST
1	Wastewater Interceptor and Lift Station Decommissioning	\$1,372,497
	SUBTOTAL:	\$1,372,497
	CONTINGENCY	\$0
	SUBTOTAL:	\$1,372,497
	PROFESSIONAL FEES	0% \$211,975
	SUBTOTAL:	\$1,584,472
	PERCENT ELIGIBLE	74%
	Eligible Project Total:	\$1,168,995

Notes:



Impact Fee CIP Cost Estimate

Glenwood Lift Station Decomission, Interceptor, and 2- WWTP Lift Stations



Project ID : 2023-I2 Project Start: 2019

Project Description: Project Completion: 2023

10,500 LF of 30" interceptor to take Glenwood lift station offline and transfer flows to the South WWTP. Includes decommissioning of Glenwood LS, construction of new lift station at the south WWTP, and construction of new lift station at the Central WWTP.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	TOTAL COST
1	30" Wastewater Line	\$3,587,397
2	South Lift Station	\$1,529,970
3	Central Lift Station	\$1,419,569
SUBTOTAL:		\$6,536,936
CONTINGENCY 15%		\$980,540
SUBTOTAL:		\$7,517,476
PROFESSIONAL FEES		\$1,127,621
SUBTOTAL:		\$8,645,098
PERCENT ELIGIBLE		41%
Eligible Project Total:		\$3,554,167

Notes:



Impact Fee CIP Cost Estimate The Landing Pipe Bursting



Project ID : 2022-I3 Project Start: 2021

Project Description: Project Completion: 2022

Pipe burst existing 500 LF of 12-inch pipe to 15-inch on Whitfield, located north of Co-op to provide capacity for the future Landing development

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	TOTAL COST
1	500 LF of 12" to 15" pipe bursting	\$189,317
	SUBTOTAL:	\$189,317
	CONTINGENCY 15%	\$28,398
	SUBTOTAL:	\$217,715
	PROFESSIONAL FEES 15%	\$32,657
	SUBTOTAL:	\$250,372
	PERCENT ELIGIBLE	40%
	Eligible Project Total:	\$99,545

Notes:



Impact Fee CIP Cost Estimate Phosphorus Chemical Dosing



Project ID : 2023-P1

Project Start:

2021

Project Description:

Project Completion:

2023

Adding Phosphorus chemical dosing system to the Central WWTP to meet TCEQ permit requirements.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	Phosphorus chemical dosing		\$317,580
	SUBTOTAL:		\$317,580
	CONTINGENCY	15%	\$47,637
	SUBTOTAL:		\$365,217
	PROFESSIONAL FEES	15%	\$54,783
	SUBTOTAL:		\$420,000
	PERCENT ELIGIBLE		100%
Eligible Project Total:			\$420,000

Notes:



Impact Fee CIP Cost Estimate
South WWTP from 2.0 to 4.0 MGD Capacity



Project ID : 2024-P2 **Project Start:** **2021**

Project Description: **Project Completion:** **2023**

Expand South WWTP plant capacity from 2.00 mgd to 4.00 mgd.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	TOTAL COST
1	WWTP Expansion from 2 mgd to 4 mgd	\$22,835,025
	SUBTOTAL:	\$22,835,025
	CONTINGENCY 15%	\$3,425,254
	SUBTOTAL:	\$26,260,278
	PROFESSIONAL FEES 15%	\$3,939,042
	SUBTOTAL:	\$30,199,320
	PERCENT ELIGIBLE	80%
	Eligible Project Total:	\$24,159,456

Notes:



Impact Fee CIP Cost Estimate Cottonwood Creek Parallel Interceptor



Project ID : 2030-I5 Project Start: 2028

Project Description: Project Completion: 2030

700 LF of 18", 1,700 LF of 24", 3,900 LF of 27", and 2,100 LF of 30" Interceptor along east side of Cottonwood Creek to increase capacity of current Cottonwood Creek interceptor to ultimate conditions.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	Wastewater Interceptor		\$3,084,478
	SUBTOTAL:		\$3,084,478
	CONTINGENCY	15%	\$462,672
	SUBTOTAL:		\$3,547,150
	PROFESSIONAL FEES	15%	\$532,072
	SUBTOTAL:		\$4,079,222
	PERCENT ELIGIBLE		75%
Eligible Project Total:			\$3,059,417

Notes:



Impact Fee CIP Cost Estimate Brushy Creek Interceptor & LS



Project ID : 2025-I4 Project Start: 2023

Project Description: Project Completion: 2025

2,800 LF of 36" and 15,100 LF of 42" interceptor to take Enclave LS offline and transfer flows to the South WWTP. Includes inverted siphon with two access vaults and on-site LS at WWTP. Decommissioning of Enclave LS is included in this project.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	TOTAL COST
1	Wastewater Interceptor	\$10,269,006
2	South Wastewater Treatment Plant Lift Station	\$496,968
	SUBTOTAL:	\$10,765,974
	CONTINGENCY 15%	\$1,614,896
	SUBTOTAL:	\$12,380,870
	PROFESSIONAL FEES 15%	\$1,857,130
	SUBTOTAL:	\$14,238,000
	PERCENT ELIGIBLE	23%
	Eligible Project Total:	\$3,270,719

Notes:



Impact Fee CIP Cost Estimate Avery Lake Interceptor Phase I



Project ID : 2028-I6 Project Start: 2025

Project Description: Project Completion: 2028

Approximately 3,000 LF of 24" wastewater interceptor to serve the area South of hwy 79 and west of SH-130.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION		TOTAL COST
1	24" Wastewater Line		\$1,344,536
	SUBTOTAL:		\$1,344,536
	CONTINGENCY	15%	\$201,680
	SUBTOTAL:		\$1,546,217
	PROFESSIONAL FEES	15%	\$231,932
	SUBTOTAL:		\$1,778,149
	PERCENT ELIGIBLE		15%
Eligible Project Total:			\$266,722

Notes:

APPENDIX C
WATER AND WASTEWATER
IMPACT FEE ANALYSIS

City of Hutto - 2020 Water Impact Fee Study

Impact Fee Summary Table

Water Service Area

0	Existing Fund Balance	\$ 1,200,000
1	Existing Number of Service Units	6,154
2	Total Number of Services Units for Planning Period	14,551
3	Additional Service Units Added During Planning Period (Line 2 - Line 1)	8,397
4	Total Cost of the Water Impact Fee CIP	\$ 144,786,354
5	Recoverable Cost for Impact Fee Planning Period	\$ 91,097,518
6	Percent Recoverable for Water Impact Fee Planning Period (Line 5 / Line 4)	62.92%
7	Financing Costs (From Financial Analysis)	\$ 61,831,827
8	Interest Earnings (From Financial Analysis)	\$ (3,407,035)
9	Recoverable Cost of Water Impact Fee and Financing Costs (Line 5 + Line 7 + Line 8 - Line 0)	\$ 148,322,310
10	Pre-Credit Maximum Fee (Line 9 / Line 3)	\$ 17,664
11	Credit for Utility Revenues (From Financial Analysis)	\$ (77,139,348)
12	Recoverable Cost and Financing with Utility Revenue Credit (Line 9 + Line 11)	\$ 71,182,962
13	Maximum Assessable Fee with Utility Revenue Credit (Line 12 / Line 3)	\$ 8,477
14	50% Credit Method (Line 9 * 50%)	\$ (74,161,155)
15	Recoverable Cost Financing with 50% Credit (Line 9 + Line 14)	\$ 74,161,155
16	Maximum Assessable Fee with 50% Credit (Line 15 / Line 3)	\$ 8,832

City of Hutto - 2020 Water Impact Fee Study

Summary of Water Impact Fee Determination

Water Service Area

Recoverable Impact Fee CIP Costs	\$ 91,097,518	Table 4.1, Plus Inflation
Financing Cost	61,831,827	See Detail Below
Existing Fund Balance	(1,200,000)	Water Appendices - page 3
Interest Earnings	(3,407,035)	Water Appendices - page 6
Pre Credit Recoverable Cost for Impact Fee	\$ 148,322,310	Sum of Above
Credit for Utility Revenues	(77,139,348)	Water Appendices - page 9
Maximum Recoverable Cost with Utility Revenue Credit	\$ 71,182,962	
50% Credit	(74,161,155)	50% of Pre Credit Recoverable Cost
Maximum Recoverable Cost with 50% Credit	\$ 74,161,155	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through impact fees. Reference is to Table 4.1 Water CIP List. Inflation is ENR's - 20 Year Average CCI of 3.16%

Financing Costs:

Represents the interest costs associated with debt financing the new impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues

New Annual Debt Service	\$ 71,150,436	Water Appendices - page 5
Existing Annual Debt Service	70,755,894	Water Appendices - page 5
Principal Component (New and Existing Debt)	(80,074,504)	Water Appendices - page 3
Financing Costs	<u>\$ 61,831,827</u>	

Existing Fund Balance

Represents impact fee revenue collected but not yet expended. Reference is page 3 of Water Appendices

Interest Earnings:

Represents the interest earned on cash flows and assumes a 0.41% annual interest rate. The Impact Fee Statute states that interest earnings are funds of the impact fee account and are held to the same restrictions as impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 6 of Water Appendices

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings

Credit for Utility Revenues or 50% Method

In 2001, the Local Government Code Chapter 395 was amended to include a credit for ad valorem and/or utility revenue generated by new service units during the ten-year timeframe that are used to fund impact fee eligible projects for which the new service units were charged an impact fee. The intent of this amendment is to avoid double-charging the new service units for impact fee capital improvements. The credit recognizes utility revenues used to fund impact fee eligible projects. Reference is page 9 of Water Appendices.

The City may choose the alternate method in LGC Chapter 395, which is 50% of the recoverable costs

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Utility Revenues. This is the maximum cost that can be recovered through impact fees.

City of Hutto - 2020 Water Impact Fee Study

Capital Improvement Plan for Impact Fees

Impact Fee Calculation Assumptions

Water Service Area

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	0.41%
Annual Service Unit Growth ⁽²⁾	840
Existing Fund Balance ⁽³⁾	1,200,000
Portion of Projects Funded by Existing Debt ⁽⁴⁾	\$ 36,330,169
Non-debt Funded Project Cost ⁽⁵⁾	11,023,015
New Project Cost Funded Through New Debt ⁽⁶⁾	43,744,334
Total Recoverable Project Cost ⁽⁷⁾	\$ 91,097,518

II. New Debt Issues Assumptions

Year	Principal ⁽⁸⁾	30-Year Term ⁽⁹⁾	20-Year Term ⁽⁹⁾
1	\$ 3,787,811	3.02%	2.46%
2	3,907,506	3.17%	2.61%
3	4,030,983	3.32%	2.76%
4	4,158,362	3.47%	2.91%
5	4,289,766	3.62%	3.06%
6	4,425,323	3.77%	3.21%
7	4,565,163	3.92%	3.36%
8	4,709,422	4.07%	3.51%
9	4,858,240	4.22%	3.66%
10	5,011,760	4.37%	3.81%
Total	\$ 43,744,334		

III. Capital Expenditure Assumptions

Year	Annual Capital Expenditures ⁽¹⁰⁾
1	\$ 954,480
2	2,878,547
3	4,863,414
4	5,017,098
5	5,175,639
6	5,339,189
7	5,507,907
8	5,681,957
9	5,861,507
10	6,046,731
11	4,935,000
12	2,505,880
Total	54,767,349

- (1) Average of 10-Year TexStar Interest Rate Average as of October 2020 and City's TexStar Yield as of July 2020
- (2) Derived from Table No. 1.1 - 2021 and 2031 LUEs
- (3) Per discussions with City Staff and City files
- (4) Per discussions with City Staff and City files
- (5) This assumes 20% of new project costs funded through sources other than debt, unless specified otherwise
- (6) This assumes 80% of new project costs funded through new debt issues, unless specified otherwise
- (7) Table 4.1 Water CIP List plus inflation
- (8) Assumes new debt issued in equal annual amounts
- (9) Estimated interest on debt from City's Financial Advisor November 2020 All in TIC; 15 Basis Points added per year
20-year term for waterline projects, 30-year for all other projects
- (10) Assumes new debt proceeds expended over a 2-year timeframe
Non-debt funded capital expenditures allocated per discussions with City Staff

City of Hutto - 2020 Water Impact Fee Study
Capital Improvement Plan for Impact Fees
Debt Service and Expense Summary
Water Service Area

I. New Debt Service Detail

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 202,251	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202,251
2	202,251	212,476	-	-	-	-	-	-	-	-	414,727
3	202,251	212,476	223,182	-	-	-	-	-	-	-	637,909
4	202,251	212,476	223,182	234,391	-	-	-	-	-	-	872,300
5	202,251	212,476	223,182	234,391	246,125	-	-	-	-	-	1,118,425
6	202,251	212,476	223,182	234,391	246,125	258,406	-	-	-	-	1,376,831
7	202,251	212,476	223,182	234,391	246,125	258,406	271,259	-	-	-	1,648,091
8	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	-	-	1,932,799
9	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	-	2,231,577
10	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
11	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
12	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
13	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
14	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
15	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
16	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
17	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
18	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
19	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
20	202,251	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,545,075
21	160,123	212,476	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,502,947
22	160,123	168,397	223,182	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,458,868
23	160,123	168,397	177,067	234,391	246,125	258,406	271,259	284,708	298,779	313,498	2,412,753
24	160,123	168,397	177,067	186,150	246,125	258,406	271,259	284,708	298,779	313,498	2,364,511
25	160,123	168,397	177,067	186,150	195,664	258,406	271,259	284,708	298,779	313,498	2,314,050
26	160,123	168,397	177,067	186,150	195,664	205,628	271,259	284,708	298,779	313,498	2,261,272
27	160,123	168,397	177,067	186,150	195,664	205,628	216,062	284,708	298,779	313,498	2,206,075
28	160,123	168,397	177,067	186,150	195,664	205,628	216,062	226,987	298,779	313,498	2,148,354
29	160,123	168,397	177,067	186,150	195,664	205,628	216,062	226,987	238,423	313,498	2,087,998
30	160,123	168,397	177,067	186,150	195,664	205,628	216,062	226,987	238,423	250,393	2,024,894
31	-	168,397	177,067	186,150	195,664	205,628	216,062	226,987	238,423	250,393	1,864,770
32	-	-	177,067	186,150	195,664	205,628	216,062	226,987	238,423	250,393	1,696,373
33	-	-	-	186,150	195,664	205,628	216,062	226,987	238,423	250,393	1,519,307
34	-	-	-	-	195,664	205,628	216,062	226,987	238,423	250,393	1,333,157
35	-	-	-	-	-	205,628	216,062	226,987	238,423	250,393	1,137,493
36	-	-	-	-	-	-	216,062	226,987	238,423	250,393	931,865
37	-	-	-	-	-	-	-	226,987	238,423	250,393	715,803
38	-	-	-	-	-	-	-	-	238,423	250,393	488,816
39	-	-	-	-	-	-	-	-	-	250,393	250,393
	\$ 5,646,260	\$ 5,933,485	\$ 6,234,305	\$ 6,549,315	\$ 6,879,135	\$ 7,224,409	\$ 7,585,809	\$ 7,964,032	\$ 8,359,804	\$ 8,773,881	\$ 71,150,436

City of Hutto - 2020 Water Impact Fee Study
Capital Improvement Plan for Impact Fees
Debt Service and Expense Summary
Water Service Area

II. Summary of Annual Expenses

Year	New Annual Debt Service⁽¹⁾	Annual Capital Expenditures⁽²⁾	Annual Bond Proceeds⁽²⁾	Existing Annual Debt Service⁽³⁾	Annual Credit⁽⁴⁾	Total Expense
1	\$ 202,251	\$ 954,480	\$ (3,787,811)	\$ 1,748,051	\$ (234,163)	\$ (1,117,192)
2	414,727	2,878,547	(3,907,506)	1,791,241	(472,937)	704,073
3	637,909	4,863,414	(4,030,983)	1,827,732	(716,145)	2,581,928
4	872,300	5,017,098	(4,158,362)	2,087,444	(1,045,033)	2,773,447
5	1,118,425	5,175,639	(4,289,766)	2,150,526	(1,325,737)	2,829,086
6	1,376,831	5,339,189	(4,425,323)	2,171,393	(1,597,243)	2,864,848
7	1,648,091	5,507,907	(4,565,163)	2,172,435	(1,866,428)	2,896,843
8	1,932,799	5,681,957	(4,709,422)	2,174,463	(2,143,552)	2,936,245
9	2,231,577	5,861,507	(4,858,240)	2,171,916	(2,427,087)	2,979,673
10	2,545,075	6,046,731	(5,011,760)	2,176,398	(2,724,638)	3,031,805
11	2,545,075	4,935,000	-	2,171,974	(2,722,085)	6,929,964
12	2,545,075	2,505,880	-	2,172,734	(2,722,523)	4,501,165
13	2,545,075	-	-	2,171,981	(2,722,089)	1,994,967
14	2,545,075	-	-	2,174,038	(2,723,276)	1,995,837
15	2,545,075	-	-	2,173,234	(2,722,812)	1,995,497
16	2,545,075	-	-	2,172,214	(2,722,224)	1,995,065
17	2,545,075	-	-	2,174,353	(2,723,458)	1,995,970
18	2,545,075	-	-	2,172,685	(2,722,496)	1,995,265
19	2,545,075	-	-	2,123,488	(2,694,105)	1,974,458
20	2,545,075	-	-	2,123,622	(2,694,182)	1,974,514
21	2,502,947	-	-	2,339,358	(2,794,367)	2,047,938
22	2,458,868	-	-	2,339,402	(2,768,956)	2,029,314
23	2,412,753	-	-	2,338,646	(2,741,907)	2,009,491
24	2,364,511	-	-	1,856,023	(2,435,560)	1,784,975
25	2,314,050	-	-	1,857,879	(2,407,511)	1,764,418
26	2,261,272	-	-	1,856,044	(2,375,995)	1,741,321
27	2,206,075	-	-	1,338,751	(2,045,626)	1,499,200
28	2,148,354	-	-	1,337,743	(2,011,735)	1,474,362
29	2,087,998	-	-	1,338,952	(1,977,603)	1,449,347
30	2,024,894	-	-	1,338,146	(1,940,722)	1,422,318
31	1,864,770	-	-	1,339,355	(1,849,017)	1,355,109
32	1,696,373	-	-	1,338,348	(1,751,258)	1,283,463
33	1,519,307	-	-	1,339,154	(1,649,542)	1,208,918
34	1,333,157	-	-	1,339,557	(1,542,353)	1,130,361
35	1,137,493	-	-	1,339,456	(1,429,382)	1,047,567
36	931,865	-	-	1,338,751	(1,310,313)	960,303
37	715,803	-	-	1,339,355	(1,185,978)	869,180
38	488,816	-	-	1,339,053	(1,054,815)	773,054
39	250,393	-	-	-	(144,495)	105,898
	\$ 71,150,436	\$ 54,767,349	\$ (43,744,334)	\$ 70,755,894	\$ (77,139,348)	\$ 75,789,997

(1) Water Appendices - page 4 Section I

(2) Water Appendices - page 3

(3) Eligible debt funded projects as a percent of total principal times original annual debt service

(4) Water Appendices - page 9, Using the Utility Revenue Method

City of Hutto - 2020 Water Impact Fee Study

Capital Improvement Plan for Impact Fees

Revenue Test

Water Service Area

<u>Year</u>	<u>Impact Fee</u>	<u>Service Units</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ 1,200,000
1	\$ 8,477	840	\$ 7,118,296	\$ (1,117,192)	\$ 8,235,488	\$ 21,803	9,457,291
2	8,477	840	7,118,296	704,073	6,414,223	51,924	15,923,438
3	8,477	840	7,118,296	2,581,928	4,536,368	74,586	20,534,392
4	8,477	840	7,118,296	2,773,447	4,344,849	93,098	24,972,339
5	8,477	840	7,118,296	2,829,086	4,289,210	111,179	29,372,728
6	8,477	840	7,118,296	2,864,848	4,253,449	129,148	33,755,325
7	8,477	840	7,118,296	2,896,843	4,221,453	147,051	38,123,829
8	8,477	840	7,118,296	2,936,245	4,182,051	164,881	42,470,761
9	8,477	840	7,118,296	2,979,673	4,138,623	182,614	46,791,998
10	8,477	840	7,118,296	3,031,805	4,086,491	200,224	51,078,714
11	-	-	-	6,929,964	(6,929,964)	195,216	44,343,966
12	-	-	-	4,501,165	(4,501,165)	172,583	40,015,384
13	-	-	-	1,994,967	(1,994,967)	159,973	38,180,391
14	-	-	-	1,995,837	(1,995,837)	152,448	36,337,002
15	-	-	-	1,995,497	(1,995,497)	144,891	34,486,396
16	-	-	-	1,995,065	(1,995,065)	137,304	32,628,635
17	-	-	-	1,995,970	(1,995,970)	129,686	30,762,350
18	-	-	-	1,995,265	(1,995,265)	122,035	28,889,121
19	-	-	-	1,974,458	(1,974,458)	114,398	27,029,061
20	-	-	-	1,974,514	(1,974,514)	106,771	25,161,318
21	-	-	-	2,047,938	(2,047,938)	98,963	23,212,343
22	-	-	-	2,029,314	(2,029,314)	91,011	21,274,039
23	-	-	-	2,009,491	(2,009,491)	83,104	19,347,652
24	-	-	-	1,784,975	(1,784,975)	75,666	17,638,343
25	-	-	-	1,764,418	(1,764,418)	68,700	15,942,625
26	-	-	-	1,741,321	(1,741,321)	61,795	14,263,099
27	-	-	-	1,499,200	(1,499,200)	55,405	12,819,304
28	-	-	-	1,474,362	(1,474,362)	49,537	11,394,479
29	-	-	-	1,449,347	(1,449,347)	43,746	9,988,878
30	-	-	-	1,422,318	(1,422,318)	38,039	8,604,598
31	-	-	-	1,355,109	(1,355,109)	32,501	7,281,990
32	-	-	-	1,283,463	(1,283,463)	27,225	6,025,752
33	-	-	-	1,208,918	(1,208,918)	22,227	4,839,061
34	-	-	-	1,130,361	(1,130,361)	17,523	3,726,223
35	-	-	-	1,047,567	(1,047,567)	13,130	2,691,787
36	-	-	-	960,303	(960,303)	9,068	1,740,551
37	-	-	-	869,180	(869,180)	5,354	876,725
38	-	-	-	773,054	(773,054)	2,010	105,681
39	-	-	-	105,898	(105,898)	216	-
			\$ 71,182,962	\$ 75,789,997		\$ 3,407,035	

City of Hutto - 2020 Water Impact Fee Study

Capital Improvement Plan for Impact Fees Impact Fee Calculation with Revenue Credit Method Water Service Area

Year	Number of Years to End of Period	Future Value Escalation		Annual Service Units		Annual Expense	
		Interest Rate Factor	Recovery Fee Factor	Actual	Escalated	Actual	Escalated
1	39	1.1706	1.0000	840	983	\$ (1,117,192)	\$ (1,307,802)
2	38	1.1658	1.0000	840	979	704,073	820,833
3	37	1.1611	1.0000	840	975	2,581,928	2,997,811
4	36	1.1563	1.0000	840	971	2,773,447	3,207,031
5	35	1.1516	1.0000	840	967	2,829,086	3,258,011
6	34	1.1469	1.0000	840	963	2,864,848	3,285,722
7	33	1.1422	1.0000	840	959	2,896,843	3,308,851
8	32	1.1376	1.0000	840	955	2,936,245	3,340,163
9	31	1.1329	1.0000	840	951	2,979,673	3,375,725
10	30	1.1283	1.0000	840	947	3,031,805	3,420,761
11	29	1.1237	1.0000	-	-	6,929,964	7,787,094
12	28	1.1191	1.0000	-	-	4,501,165	5,037,238
13	27	1.1145	1.0000	-	-	1,994,967	2,223,444
14	26	1.1100	1.0000	-	-	1,995,837	2,215,331
15	25	1.1054	1.0000	-	-	1,995,497	2,205,909
16	24	1.1009	1.0000	-	-	1,995,065	2,196,427
17	23	1.0964	1.0000	-	-	1,995,970	2,188,450
18	22	1.0920	1.0000	-	-	1,995,265	2,178,744
19	21	1.0875	1.0000	-	-	1,974,458	2,147,221
20	20	1.0831	1.0000	-	-	1,974,514	2,138,514
21	19	1.0786	1.0000	-	-	2,047,938	2,208,979
22	18	1.0742	1.0000	-	-	2,029,314	2,179,953
23	17	1.0698	1.0000	-	-	2,009,491	2,149,844
24	16	1.0655	1.0000	-	-	1,784,975	1,901,849
25	15	1.0611	1.0000	-	-	1,764,418	1,872,270
26	14	1.0568	1.0000	-	-	1,741,321	1,840,216
27	13	1.0525	1.0000	-	-	1,499,200	1,577,875
28	12	1.0482	1.0000	-	-	1,474,362	1,545,398
29	11	1.0439	1.0000	-	-	1,449,347	1,512,974
30	10	1.0396	1.0000	-	-	1,422,318	1,478,696
31	9	1.0354	1.0000	-	-	1,355,109	1,403,070
32	8	1.0312	1.0000	-	-	1,283,463	1,323,462
33	7	1.0270	1.0000	-	-	1,208,918	1,241,504
34	6	1.0228	1.0000	-	-	1,130,361	1,156,089
35	5	1.0186	1.0000	-	-	1,047,567	1,067,036
36	4	1.0144	1.0000	-	-	960,303	974,156
37	3	1.0103	1.0000	-	-	869,180	878,119
38	2	1.0062	1.0000	-	-	773,054	777,814
39	1	1.0021	1.0000	-	-	105,898	106,115
				9,651		\$ 83,220,898	

Annual Interest Rate: 0.41%

Present Value of Initial Impact Fee Fund Balance \$ 1,200,000

Total Escalated Expense for Entire Period \$ 83,220,898

Less Future Value of Initial Impact Fee Fund Balance 1,407,612

Sub-Total \$ 81,813,286

Total Escalated Service Units 9,651

**Maximum Assessable Impact Fee for Water Service Area
with Utility Revenue Credit Method \$ 8,477**

City of Hutto - 2020 Water Impact Fee Study
Capital Improvement Plan for Impact Fees
Impact Fee Project Funding
Water Service Area

Impact Fee Project Name⁽¹⁾	Cost In		Impact Fee		Debt Funded⁽³⁾		Non-Debt Funded⁽³⁾
	Service Area ⁽¹⁾		Recoverable Cost⁽²⁾		Existing	Proposed	
12" Waterline - Future Carl Stern Dr (S 130 South)	\$ 940,000	\$	679,468	\$	679,468	\$ -	\$ -
12" Waterline - West of FM 685	156,000		112,763		112,763	-	-
12" Waterline - Front Street	376,000		263,200		263,200	-	-
16" Waterline - Front Street	152,000		106,400		106,400	-	-
20" Waterline - Front Street	595,000		416,500		416,500	-	-
24" Waterline - Front Street	548,000		383,600		383,600	-	-
Heart of Texas Groundwater and Wells	22,231,249		10,998,618		10,998,618	-	-
Heart of Texas Transmission Pipeline	33,013,368		20,939,908		20,939,908	-	-
Heart of Texas Booster Pumping Station	3,785,391		324,462		324,462	-	-
Shiloh Booster Station Upgrade to 3.27 MGD	500,000		213,134		44,725	134,727	33,682
Shiloh Pumping Station Upgrade to 5.70 MGD	4,900,000		2,765,221		580,263	1,747,966	436,992
Heart of Texas In-Line 5.7 MGD Pumping Station	5,250,000		2,962,737		621,711	1,872,821	468,205
Frame Switch 890 PP 5.7 MGD Pump Station	4,290,000		2,420,979		508,026	1,530,362	382,591
Frame Switch 801 PP 6.48 MGD Pump Station	2,960,000		1,670,419		350,526	1,055,914	263,979
24" Waterline – US 79	3,085,280		1,837,013		-	1,469,611	367,403
Heart of Texas 16" Parallel Pipeline	2,658,000		1,488,325		-	1,190,660	297,665
12" Waterline - FM 1660/Mager Ln	728,000		867,314		-	693,851	173,463
12" Waterline - Alliance Blvd (CR 108)	265,000		315,712		-	252,569	63,142
Jonah Water Service Transfer Tier II South	953,000		1,135,371		-	908,297	227,074
16" Waterline - CR 132	449,000		272,798		-	218,238	54,560
12" Waterline - CR 199	366,000		222,370		-	177,896	44,474
12" Waterline	606,000		390,895		-	312,716	78,179
20" Waterline – CR 132	202,000		87,275		-	69,820	17,455
12" Waterline - Future Roadway	421,000		181,895		-	145,516	36,379
12" Waterline - Future Carl Stern Dr	477,000		307,685		-	246,148	61,537
36" Waterline - US 79	4,623,000		3,403,018		-	2,722,415	680,604
12" Waterline - FM 1660	771,000		729,829		-	583,864	145,966
12" Waterline - CR 163	557,000		415,026		-	332,021	83,005
Avery Lake Waterline	960,000		914,968		-	731,975	182,994
Frameswitch 890' PP Pump Upgrades	500,000		595,683		-	476,546	119,137
Well Capacity Increase to 5.7 MGD	3,688,000		4,393,754		-	3,515,004	878,751
Well Collection Capacity Increase to 5.7 MGD	3,955,000		4,711,849		-	3,769,479	942,370
5 MGD Brackish Water Treatment Plant	30,105,390		19,367,916		-	15,494,333	3,873,583
Frameswitch Pumping Station	1,747,068		778,290		-	622,632	155,658
Carl Stern Pumping Station	1,226,264		668,299		-	534,639	133,660
North West Pumping Station	4,238,004		2,258,508		-	1,806,806	451,702
CR 108 Waterline	1,575,000		600,448		-	480,358	120,090
890' Pressure Plane Expansion	250,000		148,921		-	119,137	29,784
Water Supply Study	200,000		178,705		-	142,964	35,741
2023 Water Impact Fee Update	39,670		47,261		-	-	47,261
16" Waterline - Limmer Loop	404,000		481,311		-	385,049	96,262
Water Impact Fee Update	39,670		39,670		-	-	39,670
Total	\$ 144,786,354	\$	91,097,518	\$	36,330,169	\$ 43,744,334	\$ 11,023,015

(1) Table 4.1 Water CIP List in 2020 Values

(2) Includes Construction Cost Index, ENR's - 20 Year Average 3.16%, Distributed evenly on future expenses

(3) Per discussions with City staff and City files

City of Hutto - 2020 Water Impact Fee Study

Capital Improvement Plan for Impact Fees
Credit Determination Per Utility Revenue Method
Water Service Area

<u>Year</u>	<u>Eligible Revenue</u> <u>Funded Cost ⁽¹⁾</u>	<u>Annual Service</u> <u>Units</u>	<u>Eligible Debt</u> <u>Service per</u> <u>Service Unit</u>	<u>Annual Growth in</u> <u>Service Units</u> <u>(Cumulative)</u>	<u>Credit for Annual</u> <u>Utility</u> <u>Rate Revenues</u>
1	\$ 1,950,302	6,994	\$ 278.87	840	\$ 234,163
2	2,205,968	7,833	281.61	1,679	472,937
3	2,465,641	8,673	284.29	2,519	716,145
4	2,959,744	9,513	311.13	3,359	1,045,033
5	3,268,950	10,353	315.76	4,199	1,325,737
6	3,548,225	11,192	317.03	5,038	1,597,243
7	3,820,526	12,032	317.53	5,878	1,866,428
8	4,107,261	12,872	319.09	6,718	2,143,552
9	4,403,493	13,711	321.16	7,557	2,427,087
10	4,721,473	14,551	324.48	8,397	2,724,638
11	4,717,049	14,551	324.17	8,397	2,722,085
12	4,717,809	14,551	324.23	8,397	2,722,523
13	4,717,056	14,551	324.17	8,397	2,722,089
14	4,719,113	14,551	324.32	8,397	2,723,276
15	4,718,309	14,551	324.26	8,397	2,722,812
16	4,717,289	14,551	324.19	8,397	2,722,224
17	4,719,428	14,551	324.34	8,397	2,723,458
18	4,717,760	14,551	324.22	8,397	2,722,496
19	4,668,563	14,551	320.84	8,397	2,694,105
20	4,668,697	14,551	320.85	8,397	2,694,182
21	4,842,305	14,551	332.78	8,397	2,794,367
22	4,798,270	14,551	329.76	8,397	2,768,956
23	4,751,399	14,551	326.53	8,397	2,741,907
24	4,220,535	14,551	290.05	8,397	2,435,560
25	4,171,929	14,551	286.71	8,397	2,407,511
26	4,117,316	14,551	282.96	8,397	2,375,995
27	3,544,826	14,551	243.61	8,397	2,045,626
28	3,486,098	14,551	239.58	8,397	2,011,735
29	3,426,951	14,551	235.51	8,397	1,977,603
30	3,363,040	14,551	231.12	8,397	1,940,722
31	3,204,126	14,551	220.20	8,397	1,849,017
32	3,034,721	14,551	208.56	8,397	1,751,258
33	2,858,460	14,551	196.44	8,397	1,649,542
34	2,672,714	14,551	183.68	8,397	1,542,353
35	2,476,949	14,551	170.23	8,397	1,429,382
36	2,270,616	14,551	156.05	8,397	1,310,313
37	2,055,158	14,551	141.24	8,397	1,185,978
38	1,827,869	14,551	125.62	8,397	1,054,815
39	250,393	14,551	17.21	8,397	144,495
Total	\$ 141,906,330				\$ 77,139,348

2021 Service Units ⁽²⁾	6,154
Ten Year Growth in Service Units ⁽²⁾	8,397
Annual Growth in Service Units	<u>10 years</u> 840
Utility Revenue Credit Amount	\$ 77,139,348

(1) Water Appendices - page 5 Section II

(2) Derived from Table No. 1.1 - 2021 and 2031 LUEs

City of Hutto - 2020 Wastewater Impact Fee Study

Impact Fee Summary Table Wastewater Service Area

0	Existing Fund Balance	\$ 940,000
1	Existing Number of Service Units	9,569
2	Total Number of Services Units for Planning Period	25,840
3	Additional Service Units Added During Planning Period (Line 2 - Line 1)	16,271
4	Total Cost of the Wastewater Impact Fee CIP	\$ 96,778,742
5	Recoverable Cost for Impact Fee Planning Period	\$ 62,578,979
6	Percent Recoverable for Wastewater Impact Fee Planning Period (Line 5 / Line 4)	64.66%
7	Financing Costs (From Financial Analysis)	\$ 31,337,426
8	Interest Earnings (From Financial Analysis)	\$ (2,266,310)
9	Recoverable Cost of Wastewater Impact Fee and Financing Costs (Line 5 + Line 7 + Line 8 - Line 0)	\$ 90,710,094
10	Pre-Credit Maximum Fee (Line 9 / Line 3)	\$ 5,575
11	Credit for Utility Revenues (From Financial Analysis)	\$ (47,909,130)
12	Recoverable Cost and Financing with Utility Revenue Credit (Line 9 + Line 11)	\$ 42,800,965
13	Maximum Assessable Fee with Utility Revenue Credit (Line 12 / Line 3)	\$ 2,631
14	50% Credit Method (Line 9 * 50%)	\$ (45,355,047)
15	Recoverable Cost Financing with 50% Credit (Line 9 + Line 14)	\$ 45,355,047
16	Maximum Assessable Fee with 50% Credit (Line 15 / Line 3)	\$ 2,788

City of Hutto - 2020 Wastewater Impact Fee Study

Summary of Wastewater Impact Fee Determination

Wastewater Service Area

Recoverable Impact Fee CIP Costs	\$ 62,578,979	Table 4.2, Plus Inflation
Financing Cost	31,337,426	See Detail Below
Existing Fund Balance	(940,000)	Wastewater Appendices - page 3
Interest Earnings	(2,266,310)	Wastewater Appendices - page 6
Pre Credit Recoverable Cost for Impact Fee	\$ 90,710,094	Sum of Above
Credit for Utility Revenues	(47,909,130)	Wastewater Appendices - page 9
Maximum Recoverable Cost with Utility Revenue Credit	\$ 42,800,964	
50% Credit	(45,355,047)	50% of Pre Credit Recoverable Cost
Maximum Recoverable Cost with 50% Credit	\$ 45,355,047	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through impact fees. Reference is to Table 4.2 Wastewater CIP List. Inflation is ENR's - 20 Year Average CCI of 3.16%

Financing Costs:

Represents the interest costs associated with debt financing the new impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues

New Annual Debt Service	\$ 61,421,677	Wastewater Appendices - page 5
Existing Annual Debt Service	23,273,781	Wastewater Appendices - page 5
Principal Component (New and Existing Debt)	(53,358,032)	Wastewater Appendices - page 3
Financing Costs	<u>\$ 31,337,426</u>	

Existing Fund Balance

Represents impact fee revenue collected but not yet expended. Reference is page 3 of Wastewater Appendices.

Interest Earnings:

Represents the interest earned on cash flows and assumes a 0.41% annual interest rate. The Impact Fee Statute states that interest earnings are funds of the impact fee account and are held to the same restrictions as impact fee revenue. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs. Reference is the sum of Accumulated Interest on page 6 of Wastewater Appendices

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings

Credit for Utility Revenues

In 2001, the Local Government Code Chapter 395 was amended to include a credit for ad valorem and/or utility revenue generated by new service units during the ten-year timeframe that are used to fund impact fee eligible projects for which the new service units were charged an impact fee. The intent of this amendment is to avoid double-charging the new service units for impact fee capital improvements. The credit recognizes utility revenues used to fund impact fee eligible projects. Reference is page 9 of Wastewater Appendices.

The City may choose the alternate method in LGC Chapter 395, which is 50% of the recoverable costs

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Utility Revenues. This is the maximum cost that can be recovered through impact fees.

City of Hutto - 2020 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees Impact Fee Calculation Assumptions Wastewater Service Area

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	0.41%
Annual Service Unit Growth ⁽²⁾	1,627
Existing Fund Balance ⁽³⁾	940,000
Portion of Projects Funded by Existing Debt ⁽⁴⁾	\$ 16,821,971
Non-debt Funded Project Cost ⁽⁵⁾	9,220,947
New Project Cost Funded Through New Debt ⁽⁶⁾	36,536,061
Total Recoverable Project Cost ⁽⁷⁾	\$ 62,578,979

II. New Debt Issues Assumptions

Year	Principal ⁽⁸⁾	Interest ⁽⁹⁾	Term
1	\$ 3,163,648	3.02%	30
2	3,263,619	3.17%	30
3	3,366,750	3.32%	30
4	3,473,139	3.47%	30
5	3,582,890	3.62%	30
6	3,696,110	3.77%	30
7	3,812,907	3.92%	30
8	3,933,395	4.07%	30
9	4,057,690	4.22%	30
10	4,185,913	4.37%	30
Total	\$ 36,536,061		

III. Capital Expenditure Assumptions

Year	Annual Capital Expenditures ⁽¹⁰⁾
1	\$ 798,439
2	2,405,494
3	4,063,332
4	4,191,733
5	4,324,192
6	4,460,836
7	4,601,799
8	4,747,216
9	4,897,228
10	5,051,980
11	4,121,801
12	2,092,956
Total	\$ 45,757,007

(1) Average of 10-Year TexStar Interest Rate Average as of October 2020 and City's TexStar Yield as of July 2020

(2) Derived from Table No. 1.1 - 2021 and 2031 LUEs

(3) Per discussions with City Staff and City files

(4) Per discussions with City Staff and City files

(5) This assumes 20% of new project costs funded through sources other than debt, unless specified otherwise

(6) This assumes 80% of new project costs funded through new debt issues, unless specified otherwise

(7) Table 4.2 Wastewater CIP List plus inflation

(8) Assumes new debt issued in equal annual amounts

(9) Estimated interest on debt from City's Financial Advisor November 2020 All in TIC; 15 Basis Points added per year

(10) Assumes new debt proceeds expended over a 2-year timeframe

Non-debt funded capital expenditures allocated per discussions with City Staff

City of Hutto - 2020 Wastewater Impact Fee Study
Capital Improvement Plan for Impact Fees
Debt Service and Expense Summary
Wastewater Service Area

I. New Debt Service Detail

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 161,902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,902
2	161,902	170,268	-	-	-	-	-	-	-	-	332,170
3	161,902	170,268	179,034	-	-	-	-	-	-	-	511,204
4	161,902	170,268	179,034	188,218	-	-	-	-	-	-	699,421
5	161,902	170,268	179,034	188,218	197,838	-	-	-	-	-	897,259
6	161,902	170,268	179,034	188,218	197,838	207,913	-	-	-	-	1,105,171
7	161,902	170,268	179,034	188,218	197,838	207,913	218,463	-	-	-	1,323,634
8	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	-	-	1,553,143
9	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	-	1,794,215
10	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
11	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
12	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
13	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
14	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
15	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
16	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
17	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
18	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
19	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
20	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
21	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
22	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
23	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
24	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
25	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
26	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
27	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
28	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
29	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
30	161,902	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	2,047,389
31	-	170,268	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	1,885,487
32	-	-	179,034	188,218	197,838	207,913	218,463	229,509	241,072	253,175	1,715,219
33	-	-	-	188,218	197,838	207,913	218,463	229,509	241,072	253,175	1,536,186
34	-	-	-	-	197,838	207,913	218,463	229,509	241,072	253,175	1,347,968
35	-	-	-	-	-	207,913	218,463	229,509	241,072	253,175	1,150,130
36	-	-	-	-	-	-	218,463	229,509	241,072	253,175	942,218
37	-	-	-	-	-	-	-	229,509	241,072	253,175	723,755
38	-	-	-	-	-	-	-	-	241,072	253,175	494,246
39	-	-	-	-	-	-	-	-	-	253,175	253,175
	\$ 4,857,060	\$ 5,108,036	\$ 5,371,016	\$ 5,646,529	\$ 5,935,126	\$ 6,237,378	\$ 6,553,883	\$ 6,885,260	\$ 7,232,154	\$ 7,595,235	\$ 61,421,677

City of Hutto - 2020 Wastewater Impact Fee Study
Capital Improvement Plan for Impact Fees
Debt Service and Expense Summary
Wastewater Service Area

II. Summary of Annual Expenses

Year	New Annual Debt Service⁽¹⁾	Annual Capital Expenditures⁽²⁾	Annual Bond Proceeds⁽²⁾	Existing Annual Debt Service⁽³⁾	Annual Credit⁽⁴⁾	Total Expense
1	\$ 161,902	\$ 798,439	\$ (3,163,648)	\$ 934,895	\$ (159,395)	\$ (1,427,806)
2	332,170	2,405,494	(3,263,619)	944,856	(324,076)	94,824
3	511,204	4,063,332	(3,366,750)	947,030	(492,590)	1,662,226
4	699,421	4,191,733	(3,473,139)	945,346	(665,829)	1,697,532
5	897,259	4,324,192	(3,582,890)	947,289	(847,599)	1,738,250
6	1,105,171	4,460,836	(3,696,110)	946,349	(1,036,033)	1,780,214
7	1,323,634	4,601,799	(3,812,907)	944,582	(1,232,629)	1,824,479
8	1,553,143	4,747,216	(3,933,395)	946,604	(1,440,671)	1,872,897
9	1,794,215	4,897,228	(4,057,690)	947,627	(1,658,259)	1,923,121
10	2,047,389	5,051,980	(4,185,913)	947,994	(1,886,141)	1,975,310
11	2,047,389	4,121,801	-	947,244	(1,885,669)	5,230,766
12	2,047,389	2,092,956	-	947,722	(1,885,970)	3,202,098
13	2,047,389	-	-	947,241	(1,885,667)	1,108,963
14	2,047,389	-	-	946,027	(1,884,902)	1,108,514
15	2,047,389	-	-	946,290	(1,885,068)	1,108,612
16	2,047,389	-	-	707,380	(1,734,630)	1,020,139
17	2,047,389	-	-	707,515	(1,734,716)	1,020,189
18	2,047,389	-	-	707,211	(1,734,524)	1,020,076
19	2,047,389	-	-	691,884	(1,724,873)	1,014,400
20	2,047,389	-	-	693,412	(1,725,835)	1,014,966
21	2,047,389	-	-	166,623	(1,394,125)	819,887
22	2,047,389	-	-	168,099	(1,395,054)	820,434
23	2,047,389	-	-	167,448	(1,394,645)	820,193
24	2,047,389	-	-	289,766	(1,471,666)	865,489
25	2,047,389	-	-	290,716	(1,472,264)	865,841
26	2,047,389	-	-	290,591	(1,472,185)	865,795
27	2,047,389	-	-	-	(1,289,206)	758,184
28	2,047,389	-	-	-	(1,289,206)	758,184
29	2,047,389	-	-	-	(1,289,206)	758,184
30	2,047,389	-	-	-	(1,289,206)	758,184
31	1,885,487	-	-	-	(1,187,259)	698,229
32	1,715,219	-	-	-	(1,080,044)	635,175
33	1,536,186	-	-	-	(967,309)	568,876
34	1,347,968	-	-	-	(848,792)	499,176
35	1,150,130	-	-	-	(724,217)	425,913
36	942,218	-	-	-	(593,298)	348,920
37	723,755	-	-	-	(455,736)	268,019
38	494,246	-	-	-	(311,218)	183,028
39	253,175	-	-	-	(159,420)	93,755
PTD	-	-	-	4,206,042	-	4,206,042
	\$ 61,421,677	\$ 45,757,007	\$ (36,536,061)	\$ 23,273,781	\$ (47,909,130)	\$ 46,007,275

(1) Wastewater Appendices - page 4 Section I

(2) Wastewater Appendices - page 3

(3) Eligible debt funded projects as a percent of total principal times original annual debt service, including Paid-To-Date (PTD) amounts

(4) Wastewater Appendices - page 9, Using the Utility Revenue Method

City of Hutto - 2020 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees

Revenue Test

Wastewater Service Area

<u>Year</u>	<u>Impact Fee</u>	<u>Service Units</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ 940,000
1	\$ 2,631	1,627	\$ 4,280,096	\$ (1,427,806)	\$ 5,707,903	\$ 15,555	6,663,458
2	2,631	1,627	4,280,096	94,824	4,185,272	35,900	10,884,630
3	2,631	1,627	4,280,096	1,662,226	2,617,871	49,994	13,552,495
4	2,631	1,627	4,280,096	1,697,532	2,582,565	60,859	16,195,919
5	2,631	1,627	4,280,096	1,738,250	2,541,846	71,614	18,809,379
6	2,631	1,627	4,280,096	1,780,214	2,499,882	82,243	21,391,504
7	2,631	1,627	4,280,096	1,824,479	2,455,617	92,739	23,939,861
8	2,631	1,627	4,280,096	1,872,897	2,407,200	103,088	26,450,148
9	2,631	1,627	4,280,096	1,923,121	2,356,976	113,277	28,920,402
10	2,631	1,627	4,280,096	1,975,310	2,304,787	123,298	31,348,487
11	-	-	-	5,230,766	(5,230,766)	117,806	26,235,527
12	-	-	-	3,202,098	(3,202,098)	101,001	23,134,430
13	-	-	-	1,108,963	(1,108,963)	92,578	22,118,044
14	-	-	-	1,108,514	(1,108,514)	88,412	21,097,942
15	-	-	-	1,108,612	(1,108,612)	84,229	20,073,559
16	-	-	-	1,020,139	(1,020,139)	80,210	19,133,631
17	-	-	-	1,020,189	(1,020,189)	76,357	18,189,799
18	-	-	-	1,020,076	(1,020,076)	72,487	17,242,210
19	-	-	-	1,014,400	(1,014,400)	68,614	16,296,423
20	-	-	-	1,014,966	(1,014,966)	64,735	15,346,191
21	-	-	-	819,887	(819,887)	61,239	14,587,543
22	-	-	-	820,434	(820,434)	58,127	13,825,236
23	-	-	-	820,193	(820,193)	55,002	13,060,045
24	-	-	-	865,489	(865,489)	51,772	12,246,328
25	-	-	-	865,841	(865,841)	48,435	11,428,922
26	-	-	-	865,795	(865,795)	45,084	10,608,212
27	-	-	-	758,184	(758,184)	41,939	9,891,967
28	-	-	-	758,184	(758,184)	39,003	9,172,786
29	-	-	-	758,184	(758,184)	36,054	8,450,657
30	-	-	-	758,184	(758,184)	33,093	7,725,566
31	-	-	-	698,229	(698,229)	30,243	7,057,581
32	-	-	-	635,175	(635,175)	27,634	6,450,040
33	-	-	-	568,876	(568,876)	25,279	5,906,443
34	-	-	-	499,176	(499,176)	23,193	5,430,460
35	-	-	-	425,913	(425,913)	21,392	5,025,938
36	-	-	-	348,920	(348,920)	19,891	4,696,910
37	-	-	-	268,019	(268,019)	18,708	4,447,599
38	-	-	-	183,028	(183,028)	17,860	4,282,431
39	-	-	-	93,755	(93,755)	17,366	4,206,042
PTD	-	-	-	4,206,042	(4,206,042)	-	-
			\$ 42,800,965	\$ 46,007,275		\$ 2,266,310	

City of Hutto - 2020 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees Impact Fee Calculation with Revenue Credit Method Wastewater Service Area

Year	Number of Years to End of Period	Future Value Escalation		Annual Service Units		Annual Expense	
		Interest Rate Factor	Recovery Fee Factor	Actual	Escalated	Actual	Escalated
1	39	1.1706	1.0000	1,627	1,905	\$ (1,427,806)	\$ (1,671,412)
2	38	1.1658	1.0000	1,627	1,897	94,824	110,549
3	37	1.1611	1.0000	1,627	1,889	1,662,226	1,929,969
4	36	1.1563	1.0000	1,627	1,881	1,697,532	1,962,914
5	35	1.1516	1.0000	1,627	1,874	1,738,250	2,001,790
6	34	1.1469	1.0000	1,627	1,866	1,780,214	2,041,745
7	33	1.1422	1.0000	1,627	1,859	1,824,479	2,083,969
8	32	1.1376	1.0000	1,627	1,851	1,872,897	2,130,538
9	31	1.1329	1.0000	1,627	1,843	1,923,121	2,178,738
10	30	1.1283	1.0000	1,627	1,836	1,975,310	2,228,726
11	29	1.1237	1.0000	-	-	5,230,766	5,877,732
12	28	1.1191	1.0000	-	-	3,202,098	3,583,456
13	27	1.1145	1.0000	-	-	1,108,963	1,235,969
14	26	1.1100	1.0000	-	-	1,108,514	1,230,424
15	25	1.1054	1.0000	-	-	1,108,612	1,225,508
16	24	1.1009	1.0000	-	-	1,020,139	1,123,101
17	23	1.0964	1.0000	-	-	1,020,189	1,118,570
18	22	1.0920	1.0000	-	-	1,020,076	1,113,880
19	21	1.0875	1.0000	-	-	1,014,400	1,103,159
20	20	1.0831	1.0000	-	-	1,014,966	1,099,267
21	19	1.0786	1.0000	-	-	819,887	884,360
22	18	1.0742	1.0000	-	-	820,434	881,335
23	17	1.0698	1.0000	-	-	820,193	877,479
24	16	1.0655	1.0000	-	-	865,489	922,158
25	15	1.0611	1.0000	-	-	865,841	918,766
26	14	1.0568	1.0000	-	-	865,795	914,966
27	13	1.0525	1.0000	-	-	758,184	797,972
28	12	1.0482	1.0000	-	-	758,184	794,713
29	11	1.0439	1.0000	-	-	758,184	791,468
30	10	1.0396	1.0000	-	-	758,184	788,237
31	9	1.0354	1.0000	-	-	698,229	722,941
32	8	1.0312	1.0000	-	-	635,175	654,971
33	7	1.0270	1.0000	-	-	568,876	584,210
34	6	1.0228	1.0000	-	-	499,176	510,538
35	5	1.0186	1.0000	-	-	425,913	433,829
36	4	1.0144	1.0000	-	-	348,920	353,953
37	3	1.0103	1.0000	-	-	268,019	270,775
38	2	1.0062	1.0000	-	-	183,028	184,155
39	1	1.0021	1.0000	-	-	93,755	93,947
PTD		1.0000	1.0000	-	-	4,206,042	4,206,042
				18,701		\$ 50,295,406	

Annual Interest Rate:	0.41%
Present Value of Initial Impact Fee Fund Balance	\$ 940,000
Total Escalated Expense for Entire Period	\$ 50,295,406
Less Future Value of Initial Impact Fee Fund Balance	1,102,629
Sub-Total	\$ 49,192,777
Total Escalated Service Units	18,701
Maximum Assessable Impact Fee for Wastewater Service Area with Utility Revenue Credit Method	\$ 2,631

City of Hutto - 2020 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees

Impact Fee Project Funding

Wastewater Service Area

Impact Fee Project Name ⁽¹⁾	Cost In		Impact Fee		Debt Funded ⁽²⁾		Non-Debt Funded ⁽³⁾	
	Service Area	⁽¹⁾	Recoverable Cost ⁽²⁾		Existing	Proposed		
Existing 0.99 MGD Central WWTP	\$	7,896,042	\$	3,525,304	\$	3,525,304	\$	-
Existing 2.00 MGD South WWTP		20,342,455		12,747,763		9,029,875		2,974,311
Existing Enclave LS and FM		3,074,224		2,043,193		2,043,193		-
Existing Brushy Creek Interceptor - Phase II-A		2,020,752		464,773		464,773		-
Exist Brushy Creek Interceptor - Phase I and II-B		1,347,214		309,859		309,859		-
Brushy Creek Phase I Easements along FM 1660		51,748		25,874		25,874		-
Existing Cottonwood Creek Interceptor		527,333		242,303		242,303		-
Lakeside Estates Lift Station Abandonment		1,584,472		1,392,700		292,249		880,361
Glenwood Lift Station Decommission, Interceptor, and 2 - WWTP Lift Stations		8,645,099		4,234,311		888,542		2,676,615
The Landing Piper Bursting		250,372		118,595		-		94,876
Phosphorus Chemical Dosing		420,000		500,373		-		400,299
South WWTP from 2.0 to 4.0 MGD Capacity		30,199,320		28,782,733		-		23,026,186
Cottonwood Creek Parallel Interceptor		4,079,222		3,644,882		-		2,915,905
Brushy Creek Interceptor & LS		14,238,000		3,896,621		-		3,117,297
Avery Lake Interceptor Phase I		1,778,149		317,764		-		254,211
Central WWTP and South WWTP Permit Amendments		245,000		245,000		-		196,000
2023 Wastewater Impact Fee Update		39,670		47,261		-		-
Wastewater Impact Fee Update		39,670		39,670		-		-
Total	\$	96,778,742	\$	62,578,979	\$	16,821,971	\$	36,536,061
								\$ 9,220,947

(1) Table 4.2 Wastewater CIP List in 2020 Values

(2) Includes Construction Cost Index, ENR's - 20 Year Average 3.16%, distributed evenly on future expenses

(3) Per discussions with City staff and City files

City of Hutto - 2020 Wastewater Impact Fee Study

Capital Improvement Plan for Impact Fees
Credit Determination Per Utility Revenue Method
Wastewater Service Area

<u>Year</u>	<u>Eligible Revenue Funded Cost⁽¹⁾</u>	<u>Annual Service Units</u>	<u>Eligible Debt Service per Service Unit</u>	<u>Annual Growth in Service Units (Cumulative)</u>	<u>Credit for Annual Utility Rate Revenues</u>
1	\$ 1,096,797	11,196	\$ 97.96	1,627	\$ 159,395
2	1,277,026	12,823	99.59	3,254	324,076
3	1,458,234	14,450	100.91	4,881	492,590
4	1,644,767	16,077	102.30	6,508	665,829
5	1,844,548	17,705	104.19	8,136	847,599
6	2,051,520	19,332	106.12	9,763	1,036,033
7	2,268,216	20,959	108.22	11,390	1,232,629
8	2,499,747	22,586	110.68	13,017	1,440,671
9	2,741,841	24,213	113.24	14,644	1,658,259
10	2,995,383	25,840	115.92	16,271	1,886,141
11	2,994,633	25,840	115.89	16,271	1,885,669
12	2,995,111	25,840	115.91	16,271	1,885,970
13	2,994,630	25,840	115.89	16,271	1,885,667
14	2,993,416	25,840	115.84	16,271	1,884,902
15	2,993,680	25,840	115.85	16,271	1,885,068
16	2,754,769	25,840	106.61	16,271	1,734,630
17	2,754,905	25,840	106.61	16,271	1,734,716
18	2,754,600	25,840	106.60	16,271	1,734,524
19	2,739,273	25,840	106.01	16,271	1,724,873
20	2,740,801	25,840	106.07	16,271	1,725,835
21	2,214,013	25,840	85.68	16,271	1,394,125
22	2,215,488	25,840	85.74	16,271	1,395,054
23	2,214,838	25,840	85.71	16,271	1,394,645
24	2,337,155	25,840	90.45	16,271	1,471,666
25	2,338,105	25,840	90.48	16,271	1,472,264
26	2,337,980	25,840	90.48	16,271	1,472,185
27	2,047,389	25,840	79.23	16,271	1,289,206
28	2,047,389	25,840	79.23	16,271	1,289,206
29	2,047,389	25,840	79.23	16,271	1,289,206
30	2,047,389	25,840	79.23	16,271	1,289,206
31	1,885,487	25,840	72.97	16,271	1,187,259
32	1,715,219	25,840	66.38	16,271	1,080,044
33	1,536,186	25,840	59.45	16,271	967,309
34	1,347,968	25,840	52.17	16,271	848,792
35	1,150,130	25,840	44.51	16,271	724,217
36	942,218	25,840	36.46	16,271	593,298
37	723,755	25,840	28.01	16,271	455,736
38	494,246	25,840	19.13	16,271	311,218
39	253,175	25,840	9.80	16,271	159,420
Total	\$ 80,489,416				\$ 47,909,130

2021 Service Units ⁽²⁾	9,569
Ten Year Growth in Service Units ⁽²⁾	16,271
Annual Growth in Service Units	$\frac{16,271}{10 \text{ years}} = 1,627$
Utility Revenue Credit Amount	\$ 47,909,130

(1) Wastewater Appendices - page 5 Section II

(2) Derived from Table No. 1.1 - 2021 and 2031 LUEs

ORDINANCE NO. O-2021-005

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, ORDERING A SPECIAL ELECTION ON PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF HUTTO TO BE HELD ON MAY 1, 2021; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROPOSING AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF HUTTO; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS; AND PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION (AS AMENDED).

WHEREAS, in accordance with Article 11, § 5 of the Texas Constitution and § 9.005 of the Texas Local Government Code a proposed amendment of a municipality's charter is adopted if it is approved by a majority of the qualified voters of the municipality who vote at an election held for that purpose; and

WHEREAS, the City Council appointed a Charter Commission to review the City Charter for the purpose of making recommendations to the City Council for appropriate amendments to cause the Charter to be approved by the voters at an election called for such purpose on May 1, 2021; and

WHEREAS, the Charter Commission completed its review and provided a report of recommendations to the City Council for appropriate amendments to the City Charter; and

WHEREAS, the City Council after due consideration desires to conduct an election on proposed amendments to the Charter on the uniform election date of May 1, 2021;

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

SECTION 1 ORDER OF ELECTION; ELECTION DAY

Election Order. It is hereby ordered that a special election be held in the City of Hutto on May 1, 2021, in conformance with all applicable laws and as provided in this Ordinance, for the purpose of submitting to the voters certain proposed amendments to the Charter of the City of Hutto. Such proposed Charter amendments are attached hereto as measures in the attached Exhibit "A", with underlines being additions to the Charter and cross-outs being deletions to the Charter.

Election Officers. The City Council hereby appoints the Williamson County Elections Administrator and the Hutto City Secretary as the Election Day Officers for the City of Hutto.

Election Date. A General Election shall be held jointly, with participating Williamson County political entities/subdivisions, on Saturday, May 1, 2021.

Precincts and Polling Places. The City hereby accepts the election precincts and polling places designated by the Williamson County Elections Administrator, and approved by the Williamson County Commissioners Court, for such early voting. The designated polling places for said Election Day shall be open from 7:00 am until 7:00 pm. Said locations are listed in Exhibit "B" of this Ordinance.

Election Judges. The Williamson County Elections Administrator will conduct said election for the City pursuant to the terms of an approved Election Services Contract. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court.

The Williamson County Elections Administrator is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

SECTION 2 EARLY VOTING

Early Voting Clerk. The City Council hereby appoints the Williamson County Elections Administrator as the Early Voting Clerk for the City of Hutto. The Williamson County Elections Administrator shall appoint the presiding judge(s) for each of said Early Voting and Temporary polling places and is hereby further authorized to appoint additional election clerks (not less than two and not more than six) to assist in conducting said election.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being April 19, 2021 through April 27, 2021, the dates and times designated for early voting by personal appearance shall be designated by the Williamson County Elections Administrator. Said locations, dates and times for early voting are listed in Exhibit "B" of this Ordinance.

Places for Early Voting. Early voting shall be conducted by personal appearance at the early voting polling places designated by the Williamson County Elections Administrator, and approved by the Williamson County Commissioners Court. Said locations for early voting are listed in Exhibit "B" of this Ordinance.

After the Williamson County Elections Administrator finalizes contracts with all of the potential political entities/subdivisions wanting to participate in the May 1, 2021 election a Notice of Election will be posted in Spanish and English by the City Secretary listing the approved early voting locations, dates and times on the bulletin board used for posting notices of City Council

meetings, and same shall be posted not later than the twenty-first (21st) day before the date of the election and shall remain posted through Election Day.

Applications for Ballots by Mail: Applications for ballots by mail must be received, in the office of the Williamson County Elections Administrator, not later than 5:00 p.m. on Tuesday, April 20, 2021. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Early Voting Clerk
Williamson County Elections Office
Post Office Box 209
Georgetown, TX 78627-0209

SECTION 3 EARLY VOTING BALLOT BOARD

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

SECTION 4 CUSTODIAN OF ELECTION RECORDS

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Williamson County Elections Administrator shall be appointed as custodian of voted ballots and the City Secretary of the City of Hutto will serve as the custodian of all other election records.

SECTION 5 VOTERS

All resident, qualified voters of the City shall be entitled to vote at the elections.

SECTION 6 NOTICE

That notice of the election on the proposed Charter amendments shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation in the City, and must include a substantial copy of the proposed Charter amendments and include an estimate of the anticipated fiscal impact to the City if the proposed amendments are approved at the election. Said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the thirtieth (30th) day and before the fourteenth (14th) day before the date of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date and the place of posting.

SECTION 7 VOTING DEVICES

Pursuant to the Election Code and the applicable Election Services Contract, the Williamson County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. Said election equipment has been certified by the Texas Secretary of State.

The Williamson County Elections Administrator will utilize a central counting station, as provided by Texas Election Code§ 127.000 et seq., as amended, on Election Day.

SECTION 8 CONDUCT ACCORDING TO STATUTES

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

SECTION 9 ELECTION RESULTS

The Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 1, 2021. The official canvass, tabulation and declaration of the results of the elections shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

SECTION 10

Each Charter amendment submitted must contain only one subject, and the ballot shall be prepared in a manner that the voters may vote "FOR" or "AGAINST" any amendment or amendments without voting "FOR" or "AGAINST" all of said amendments. Each such proposed amendment, if approved by the majority of the qualified voters voting at said election, shall become a part of the Charter of the City of Hutto, Texas.

SECTION 11

The ballot propositions for the proposed amendments to the Home Rule Charter are as follows:

PROPOSITION A:

Shall Sections 2.05, 3.01, 3.03, 3.05, 3.06, 3.08(a), 3.08(c), 3.10, 3.12, 3.13, 3.14, 4.01(a), 4.01(c), 5.01, 5.02(b)(4), 7.04(f), 7.08(b), 7.08(d), 8.04(d)(1), 10.01(b), 10.01(c), 10.01(e)(1), 11.01, 11.07, 12.01, 13.02, 13.03(c), 13.03(d), 13.04, 13.05, 13.08, 13.09(b), 13.12(c), and 13.14 of the Hutto City Charter be amended by 1) making corrections to grammar, spelling and punctuation errors throughout all Articles of the Charter; 2) deleting redundant or surplus wording, and deleting outdated or antiquated wording; and 3) making non-substantive vocabulary changes in order to use modern and consistent terminology?

PROPOSITION B:

Shall Section 1.03 of the Hutto City Charter be amended to provide that the City shall follow the procedures provided by state law to enlarge its boundaries?

PROPOSITION C:

Shall Section 3.01 of the Hutto City Charter be amended to clarify that the Mayor is a member of the City Council?

PROPOSITION D:

Shall Section 3.04 of the Hutto City Charter be amended to provide that the Mayor and the City Council Members shall receive as compensation the sum of five hundred dollars (\$500.00) and four hundred dollars (\$400.00), respectively, for attendance at each regular City Council

meeting, rather than compensation being fixed by ordinance; provided however, that the Mayor and City Council Members shall not receive compensation for more than two (2) meetings in any one month?

PROPOSITION E:

Shall Section 3.05 of the Hutto City Charter be amended to require the City Council to fill a vacancy in the office of Mayor Pro-Tem at the next regular City Council meeting after the date the office is declared vacant?

PROPOSITION F:

Shall Section 3.06 of the Hutto City Charter be amended to provide that the Mayor or any City Council Member forfeits his or her office for failure to attend five (5) regular City Council meetings in any twelve (12) month period, instead of three (3) consecutive regular City Council meetings without being excused by the City Council?

PROPOSITION G:

Shall Section 3.10 of the Hutto City Charter be amended to reduce the number of City Council Members necessary to establish a quorum from five (5) to four (4)?

PROPOSITION H:

Shall Section 3.11 of the Hutto City Charter be amended to require that public comments be allowed before any business is conducted, including moving the meeting into executive session?

PROPOSITION I:

Shall Section 3.13 of the Hutto City Charter be amended to reduce the number of times an ordinance must be published in the official newspaper of the City from two (2) to one (1)?

PROPOSITION J:

Shall the Hutto City Charter be amended to delete Section 4.01(g) relating to the appointment and authority of the Assistant City Manager?

PROPOSITION K:

Shall Section 4.03 of the Hutto City Charter be amended to provide that the City Council, instead of the City Manager, is authorized to appoint the municipal court judge(s)?

PROPOSITION L:

Shall Section 4.05 of the Hutto City Charter be amended to provide that the City Manager, instead of the City Council, is authorized to assign duties to the City Secretary?

PROPOSITION M:

Shall Section 5.01 of the Hutto City Charter be amended to delete the requirement that the City Secretary maintain a certified list of voters registered within the City as prepared by the County Elections Administrator?

PROPOSITION N:

Shall Section 6.02 of the Hutto City Charter be amended to require each petition for recall have attached to it an affidavit executed by the circulator thereof stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in the

circulator's presence, that the circulator believes them to be the genuine signatures of the persons whose names they purport to be, and that the purpose of the petition was explained to each signer?

PROPOSITION O:

Shall Section 6.04 of the Hutto City Charter be amended to comply with the U.S. Constitution and provide that recall petitions shall be in the form and validated in the manner prescribed by state law for a petition to initiate a charter amendment?

PROPOSITION P:

Shall Section 6.10 of the Hutto City Charter be amended to increase the number of years an officer that is removed from office by recall election is prohibited from being appointed to or having his or her name appear on the ballot for an elective office of the City from two (2) to five (5) years?

PROPOSITION Q:

Shall Section 6.10 of the Hutto City Charter be amended to prohibit an officer that is removed by recall election from being appointed to a board or commission of the City for the length of time that such officer is prohibited from having his or her name appear on the ballot?

PROPOSITION R:

Shall Section 7.03(d) of the Hutto City Charter be amended to increase the permitted time to file a referendum petition from thirty (30) to forty-five (45) days?

PROPOSITION S:

Shall Sections 7.04(a), 7.04(d), and 7.04(e) of the Hutto City Charter regarding sufficiency determinations of a referendum petition be amended to modify the procedural deadlines? If approved, the Sections will read:

a) Certificate of City Secretary.

Within ~~ten (10)~~ fifteen (15) working days after the petition is filed, the person performing the duties of City Secretary shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall immediately upon completion of certification send a copy of the certificate to each member of the petitioners' committee by registered mail.

d) Insufficient Petition, Appeal.

If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it as in Section 7.04(e), the committee may, within ~~two (2)~~ three (3) working days after receiving the copy of such certificate, file a request that it be reviewed by the City Council. The City Council shall review the certificate at its next regular meeting following the filing of such request and approve or disapprove it, and the City Council's determination shall then be a final determination.

e) Insufficient Petition, Amending.

A petition certified insufficient for lack of required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with

the City Secretary within ~~two (2)~~ three (3) working days after receiving the copy of such certificate, and files a complimentary petition with additional names within ~~two (2) weeks~~ ten (10) working days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of Sections 7.03(b) and (c). Within five (5) working days after the amended petition is filed, the person performing the duties of City Secretary shall complete a certificate as to the sufficiency of the petition as amended and shall ~~within twenty-four (24) hours~~ before the end of the next business day send a copy of such certificate to each member of the petitioners' committee by registered mail as in the case of an original petition. The final determination as to the sufficiency of an amended petition shall be determined in the same manner as prescribed for original petitions in Sections 7.04(b), (c), and (d), except that no petition, once amended, may be amended again.

PROPOSITION T:

Shall Section 7.06 of the Hutto City Charter regarding action by City Council on an initiative or referendum petition be amended to decrease the time for the City Council to act on a sufficient from sixty (60) to thirty (30) days?

PROPOSITION U:

Shall Section 8.10 of the Hutto City Charter be amended to require that the City Manager and designee, instead of the City Manager, prior to spending allotted or appropriated funds, certify that there is a sufficient unencumbered balance in the allotment or appropriation and that sufficient funds are or will be available to cover the obligation when it becomes due and payable?

PROPOSITION V:

Shall Section 11.08 of the Hutto City Charter be amended to delete outdated language requiring that, within six (6) months after the initial adoption of the Charter, every public utility and every owner of public utility franchise file certified copies of all franchises owned or claimed, or under which such utility is operated in the City?

PROPOSITION W:

Shall Section 12.03 of the Hutto City Charter be amended to prohibit a member of a City board or commission from continuing in such position after being elected or appointed to the City Council, rather than such prohibition being applicable only to a board and commission member that is elected to the City Council?

PROPOSITION X:

Shall Section 12.04 of the Hutto City Charter be amended to increase the terms of office of the Planning and Zoning Commission from two (2) to three (3) years?

PROPOSITION Y:

Shall Section 12.04 of the Hutto City Charter be amended to authorize the Planning and Zoning Commission, instead of the City Council, to approve and disapprove plats and plans?

PROPOSITION Z:

Shall the Hutto City Charter be amended to add a new Section 13.15 to provide that the Council shall have the power, by ordinance, to renumber and rearrange charter provisions, including the power to correct typographical errors and to conform cross-references in the body of the text of this Charter, so long as no substantive change is made?

PROPOSITION AA:

Shall Section 4.04 of the Hutto City Charter be amended to authorize the City Council to appoint a Deputy City Attorney who shall conduct the prosecutions in the Hutto municipal court?

SECTION 12

This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

SECTION 13

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

SECTION 14

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

READ and APPROVED on the first reading this the **21th** day of **January 2021**.

READ, PASSED, and ADOPTED on the second reading of this **4th** day of **February, 2021** at a regular meeting of the City Council of Hutto, there being a quorum present.

CITY OF HUTTO

Mike Snyder, Mayor Pro Tem

ATTEST

Holly Nagy, City Secretary

EXHIBIT “A”
Twenty-Seven (27) Proposed Charter Amendments

Measure A

SECTION 2.05 EMINENT DOMAIN

The City shall have the full power and right to exercise the power of eminent domain when necessary or desirable to carry out any of the powers conferred upon it by this Charter or by the constitution and laws of the state of Texas. The City may exercise the power of eminent domain in any manner authorized or permitted by the Constitution and laws of this state. The power of eminent domain hereby conferred shall include the right of the City to take the fee in land so condemned and such power and authority shall include the right to condemn public property for such purposes. The City shall have and possess the power of condemnation for any municipal or public purposes even though not specifically enumerated in this Charter.

SECTION 3.01 NUMBER, SELECTION AND TERM

The City Council shall be composed of the Mayor and six (6) Council members. The Mayor and all City Council members shall be elected from the City at large and each City Council member shall occupy a position on the City Council, such positions being numbered 1 through 6 consecutively. The Mayor and City Council members shall be elected in the manner provided in Article 5 of this Charter to serve for three (3) year terms.

The Mayor and City Council members shall be limited to two consecutive full terms in the same office. A person who has served two consecutive full terms as a City Council member, regardless of place number, may not again hold the same office until at least one year out of office has passed. However, such person is eligible to be elected to the Office of the Mayor for two consecutive terms.

A person who has served two consecutive full terms~~or~~ as Mayor may not again hold the same office or be eligible to be elected to the office of City Council member until at least one year out of office has passed. ~~A person who has served two consecutive terms as a City Council member shall be eligible to be elected to the Office of Mayor for two consecutive terms, but a person who has served two consecutive terms as Mayor shall not be eligible to be elected as a City Council member or Mayor before at least one year out of office has passed.~~

SECTION 3.03 JUDGE OF ELECTIONS AND QUALIFICATIONS

The City Council shall be the final judge of all elections and of qualifications of its members and any other elected officials of the City.

SECTION 3.05 MAYOR AND MAYOR PRO-TEM

The Mayor shall be the ceremonial head of the City government. The Mayor shall be the chairman of, and shall preside at all meetings of the City Council. The Mayor shall vote on every

proposition before the City Council, but shall have no power to veto. The Mayor shall, when authorized by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds, except for the documents which the City Manager is authorized to sign in accordance with Section 4.01(f) of this Charter. The Mayor shall perform such other duties consistent with this Charter or as may be imposed upon him or her by the City Council.

The Mayor Pro-tem shall be a Council member, elected by the City Council at the first regular City Council meeting following each regular City election. The Mayor Pro-tem shall act as Mayor during the disability, absence, or failure of the Mayor to carry out the duties of the office, and in this capacity shall have the rights conferred upon the Mayor.

SECTION 3.06 VACANCIES, FORFEITURE, FILLING OF VACANCIES

a) Vacancies:

The office of a City Council member or office of the Mayor shall become vacant upon his or her death, resignation, removal from office in any manner authorized by law, or forfeiture of his or her office.

b) Forfeiture of Office:

If the Mayor or any City Council member:

- 1) fails to maintain the qualifications as required in this Charter;
- 2) has been found by the affirmative vote at least a five (5) ~~Members~~ members of the City Council to have violated any express prohibition of this Charter;
- 3) is convicted of a crime involving moral turpitude; or
- 4) fails to attend three (3) consecutive regular City Council meetings without being excused by the City Council, the City Council shall, at its next regular meeting, declare the office to be vacant and shall fill such vacancy as set forth in Subsection (c) below of this Section 3.06.

c) Filling of Vacancies:

- 1) When any vacancy or vacancies shall occur on the City Council, a majority of the remaining ~~Councilmembers~~ Members of the City Council shall appoint a qualified replacement to fulfill the remainder of the vacant term should the remainder of the term be less than one (1) year. A special election shall be called in accordance with state law to fill the vacancy or vacancies in the same manner as described herein for regular elections should more than one (1) year remain of the vacant term.

SECTION 3.08 PROHIBITIONS

a) Holding Other Office:

Except where authorized by law, no Mayor or City Council member shall hold any other City office or City employment during his or her term as Mayor or City Council member and no former Mayor or City Council member shall hold any compensated appointive City office or City employment until one year after the expiration of his or her term as Mayor or City Council member.

c) Interference with Administration:

Except for the purpose of inquiries and investigations under Section 3.16 of this Charter, the City Council or its members shall deal with City officers and City employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the City Council nor its members shall give orders to any such officer or employee, either publicly or privately, except as otherwise provided in this Charter.

SECTION 3.10 QUORUM

Five (5) ~~City Council members~~ Members of the City Council shall constitute a quorum for the purpose of transaction of business and no action of the City Council, except as provided in Section 3.06, shall be valid or binding unless adopted by the affirmative vote of four (4) or more ~~Members~~ Members of the City Council.

SECTION 3.12 VOTING

The City Council shall provide for minutes being taken and recorded of all meetings, and such minutes shall be a public record. Except as required by state law, there shall be no requirement for the taking and recording of minutes of meetings held in executive or closed session in accordance with applicable state law. Voting shall be by roll call and shall be recorded in the minutes.

All ~~Members~~ Members of the City Council present, ~~including the Mayor~~, shall vote upon every resolution or ordinance, except where there is a conflict of interest, the reason for which shall be stated concisely in the records.

SECTION 3.13 ORDINANCES IN GENERAL

Ordinances and resolutions shall be introduced in the City Council only in written or printed form. Ordinances making appropriations shall be confined to the subject of appropriations.

Any ordinance which levies a fine or penalty and those dealing with budget and/or tax, franchises, public utilities or the setting of their rates, shall be read at two regular meetings followed by publication in full or by caption in two successive issues of the official newspaper of the City before the same shall become effective.

All other ordinances shall not be finally passed until they have been read on two separate

days not less than twelve (12) hours apart; provided, however, if an ordinance has been introduced at a regular meeting of the City Council, the requirements for reading on two separate days may be dispensed with by affirmative vote of all the ~~City Council members~~ Members of the City Council present.

The final reading of each ordinance shall be read in full unless written or printed copy thereof shall have been furnished to each ~~Member~~ member of the City Council prior to such meeting. The enacting clause of all ordinances shall be: "Be it ordained by the City Council of the City of Hutto, Texas."

SECTION 3.14 EMERGENCY ORDINANCES

To meet a public emergency involving an urgent public necessity or involving an imminent threat to public health and safety that requires immediate action by the City Council, the City Council may adopt emergency ordinances. Such ordinances shall not levy taxes, grant or renew or extend a franchise, or regulate the rate charged by any public utility for its services. Neither shall they authorize the borrowing of money, except as provided in ~~Article 8, Section 8.07(b) of this Charter~~ 5. An emergency ordinance shall be introduced in the form and manner generally prescribed for ordinances, except that it shall be plainly designated in the title as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. ~~Such emergency clause shall require the affirmative vote of four (4) members of the City Council.~~ An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced. ~~The affirmative vote of four (4) members of the City Council shall be required for adoption.~~ After adoption, the ordinance shall be published as required for other adopted ordinances and shall become effective in the same manner. Every emergency ordinance so adopted, except one authorizing the borrowing of money as described herein, shall automatically stand repealed as of the sixty-first day following the day on which it became effective, but this shall not prevent re-enactment of the ordinance.

SECTION 4.01 CITY MANAGER

a) Appointment and Qualifications:

The City Council, by the affirmative vote of five (5) or more ~~City Council members~~ Members of the City Council shall appoint a City Manager. The method of selection shall be left to the discretion of the City Council so long as the method insures orderly, nonpartisan action toward securing a competent and qualified person to fill the position. The City Manager shall be chosen solely upon the basis of such person's executive and administrative training, experience and ability. The City Manager shall be bonded at City expense in an amount of not less than ten thousand dollars (\$10,000).

c) Term and Removal:

The City Manager shall not be appointed for a definitive term but may be suspended or removed at the discretion of the City Council, by the affirmative vote of five (5) or more

~~City Council members~~Members of the City Council. The action of the City Council in suspending or removing the City Manager shall be final. It is the intention of this Charter to vest all authority and fix all responsibilities of such suspension or removal in the City Council.

SECTION 5.01 CITY ELECTIONS

a) Schedule.

The regular City Election will be held annually on the first Saturday in May, or as otherwise provided by state law. Elections for candidates who are unopposed may be canceled in accordance with the provisions of applicable state law. The City Council shall be responsible to specify places for holding such election.

b) Special Elections.

The City Council may, by ordinance or resolution, order a special election under conditions specified elsewhere in this Charter, for initiative or referendum of ordinances, bond issues, Charter amendments, recall of the Mayor or City Council members or other purposes deemed appropriate by City Council. The City Council will fix the time and place for holding such special elections, and provide all means for holding same.

c) Voter Eligibility or Voter Registration List.

A certified list of voter registrants within the City, as prepared by the County Election Administrator, shall be maintained on file in the office of the City Secretary. If for a purpose relating only to a City election or to candidates or issues involved in such election, any organization, group or person requests a list of qualified voters of the City, permission to copy the current list shall be granted by the City Secretary.

d) Conduct and Regulation of Elections.

All City elections shall be governed by the Constitution of the state of Texas, general laws of the state, this Charter, and ordinances of the City, in the order named. Municipal elections shall be conducted by the election officials appointed or approved by the City Council. Sample ballots identical to the voting machine format for the specific election shall be posted in the voting place(s) for purpose of voter orientation.

SECTION 5.02 FILING FOR OFFICE

b) Additional restrictions. In addition to the foregoing qualifications, the following restrictions shall apply:

4) No candidate shall be placed on the ballot unless his or her application is accompanied by either (1) a filing fee of fifty dollars (\$50.00), or (2) a petition signed by qualified voters residing in the City equal in ~~the~~ number to at least the greater of: (a)

twenty-five, or (b) one-half of one percent of the total votes received by all candidates for mayor in the most recent mayoral regular election. The signed petition shall be filed with the City Secretary, together with the candidate's sworn application. Each signer next to his or her signature shall indicate the signer's date of birth, date of signing, the signer's printed name, and the street address of his or her place of residence, including the county of residence.

SECTION 7.04 DETERMINATION OF SUFFICIENCY

f) Court Review: New Petition.

A final determination as to the sufficiency of a petition shall be subject to review in a court of competent jurisdiction ~~and higher~~. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

SECTION 7.08 RESULTS OF ELECTION

b) Repeal or Amendment of an Initiated Ordinance.

An ordinance adopted by initiative may be repealed or amended at any time after the expiration of two (2) years by the affirmative vote of five (5) or more of the City Council members ~~qualified and serving~~.

d) Adoption of an Ordinance Repealed by Referendum.

An ordinance repealed by referendum may be re enacted at any time after the expiration of two (2) years by the affirmative vote of five (5) or more of the City Council members ~~qualified and serving~~.

SECTION 8.04. BUDGET.

The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable or the City Council may require. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate in separate sections as follows:

d) Appropriation.

To ensure a higher quality of life and security for the citizens of Hutto, the following appropriations will be mandated in each and every Annual Budget:

- 1) A minimum of ten (10) percent of the Annual Budget shall be placed in a Contingency Fund to be used for Emergency Purposes as outlined in Section ~~8.05~~8.07 of the Charter.

SECTION 10.01 BORROWING FOR CAPITAL IMPROVEMENTS

- b) General Obligation Bonds and Certificates of Obligation.

The City shall have the power to borrow money on the credit of the City and to issue general obligation bonds and certificates of obligation for permanent public improvements or for any other public purpose not prohibited by the Constitution and laws of the state of Texas, and to issue refunding bonds to refund outstanding bonds of the City previously issued. All such bonds or certificates of obligation shall be issued in conformity with the laws of the State of Texas and shall be used only for the purpose for which they were issued.

- c) Revenue Bonds.

The City shall have the power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing of public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by the Constitution and laws of the State of Texas, and to issue revenue bonds to evidence the obligation created thereby. Such bonds shall be a charge upon and payable from the properties, or interest therein pledged, or the income there-from, or both. The holders of the revenue bonds shall never have the right to demand payment thereof out of monies raised or to be raised by taxation. All such bonds shall be issued in conformity with the laws of the State of Texas and shall be used only for the purpose for which issued.

- e) The procedure for adoption of any ordinance relative to borrowing for capital improvements shall be:

- 1) A copy of the proposed ordinance shall be furnished to (1) each ~~M~~member of the City Council, (2) the City Attorney, and (3) any citizen of the City for inspection upon request to the City Secretary, at least three (3) days before the date of the meeting at which the ordinance is to be considered.

SECTION 11.01 POWERS OF THE CITY

In addition to the City's power to buy, construct, lease, maintain, operate and regulate public utilities and to manufacture, distribute and sell the output of such utility operations, the City shall have such further powers as may now or hereafter be granted under the Constitution and laws of the State of Texas.

SECTION 11.07 OTHER CONDITIONS

All franchises heretofore granted are recognized as contracts between the City and the

grantee, and the contractual rights as contained in any such franchises shall not be impaired by the provisions of this Charter, except that the power of the City to exercise the right of eminent domain in the acquisition of any utility property is in all things reserved, and except the general power of the City heretofore existing and herein provided for to regulate the rates and services of a utility, which shall include the right to require adequate and reasonable extension of plant and service and the maintenance of the plant fixtures at the standard necessary to render the highest reasonable quality of utility service to the public. Every public utility franchise hereafter granted shall be held subject to all the terms and conditions contained in the various sections of this Article whether or not such terms are specifically mentioned in the franchises. Nothing in this Charter shall operate to limit in any way, as specifically stated, the discretion of the City Council or the voters of the City in imposing terms and conditions as may be reasonable in connection with any franchise grant, including the right to require such compensation or rental as may be permitted by the laws of the State of Texas.

SECTION 12.01 BOARDS AND COMMISSIONS

The City Council shall have authority to establish by ordinance such boards and commissions as it may deem necessary for the conduct of City business and management of municipal affairs. The authority, functions and responsibilities of such boards and commissions shall be such as ~~is~~ are spelled out in the ordinance establishing them. All existing boards and commissions heretofore established shall be continued in accordance with the ordinance or other acts under which they have been created, or until the City Council shall by ordinance abolish, modify or alter the ordinance or acts under which they exist. Notwithstanding any other provision of this Charter, ~~the elected~~ City Council shall have paramount authority over all matters affecting the budgets, appropriation of funds, expenditures, purchases and sale of properties and procedures for accounting therefore, consistent with the express provisions of this Charter and applicable provisions of the state constitution and laws of this state.

SECTION 13.02 OFFICIAL NEWSPAPER

The City Council shall contract annually with, and by resolution designate, a public newspaper of general circulation in the City as the official newspaper thereof, and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matter required by this Charter, by the ordinances of the City, or by the Constitution and/or laws of the State of Texas to be published.

SECTION 13.03. ETHICS.

The City shall implement and maintain an Ethics Ordinance that shall include the following elements and provisions:

c) Nepotism.

No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor or any other ~~member of the City Council~~ City Council member or to the City Manager shall be employed or appointed by the City. No person so

related to the Director of Finance shall be employed or appointed under him/her. This prohibition shall not apply to a person who is a current City employee and has been a City employee or appointee for one (1) year or longer at the time of the election of the Mayor or City Council Member or not less than ninety (90) days at the time of the appointment of the City Manager or other appointed City officer.

d) Personal Financial Interest.

No member of the City Council or employee of the City shall participate in a vote, decision or deliberation on any matter involving a business entity or real property in which the official or employee has a substantial interest as provided by state law. Each member of the City Council and each employee of the City shall comply with the provisions of Texas Local Government Code, Chapter 171, as amended, regulating conflicts of interest of local public officials. Any willful violation of this section shall constitute malfeasance in office, and any official~~er~~ or employee of the City found guilty thereof shall thereby forfeit his or her office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the City shall render the contract voidable by the City Manager or the City Council.

SECTION 13.04 PERSONNEL POLICY

The administration of human resources of the City shall be governed by written rules and regulations to be known as "Personnel Policies." The City Manager or his/her designee shall prepare such policies and recommend their adoption to the City Council. Such policies shall become effective when approved by the City Council and the City Council shall act within thirty (30) days upon such proposed ~~P~~ersonnel ~~P~~olicies. Thereafter the City Manager or his/her designee shall have power to recommend additions to, modifications of, or deletions from such policies to the City Council in the same manner used for adoption of the original policies.

SECTION 13.05 COMPREHENSIVE PLAN

The purpose of the Comprehensive Plan is to guide, regulate and manage the future development within the corporate limits and extraterritorial jurisdiction of the City to assure the most appropriate and beneficial use of land, water, and other natural resources, consistent with the interests of the City of Hutto.

The City Council shall review the comprehensive plan no later than every four (4) years, hereafter.

SECTION 13.08 NOTICE OF CLAIM AGAINST CITY.

Before the City shall be liable to damage, claim, or suit for personal injury, or damage to property, the person who is injured or whose property has been damaged or someone in such person's behalf shall give the City Manager or the City Secretary notice in writing under oath within forty-five (45) days after the date of the alleged damage or injury stating specifically in such notice when, where and how the injury or damage was sustained, setting forth the extent of

the injury or damage as accurately as possible, and giving the names and addresses of all witnesses known to claimant upon whose testimony claimant is relying to establish the injury or damage. In case of injuries resulting in death, the person or persons claiming damage shall within forty-five (45) days after the death of the injured person give notice as required above. Provided that nothing herein contained shall be construed to mean the City waives any rights, privileges, defenses or immunities in tort actions which are provided under the common law, the Constitution and laws of the State of Texas.

SECTION 13.09 PROHIBITIONS.

b) Penalties.

Any person who either individually or with others willfully violates any provisions of the foregoing Sections 13.098(a) shall be ineligible for appointment or election to a position in the City for a period of four (4) years, and if such person is an officer or employee of the City at the time of such violation, he or she shall immediately forfeit the office or position such person holds.

SECTION 13.12 CHARTER REVIEW COMMISSION

c) Term of Office. The term of office of such Charter Review Commission shall be six (6) months, or said term shall expire sooner if a report is presented to the City Council prior to the expiration of said six (6) month term of office. If during such six (6) month term no report is presented to the City Council, then all records of the proceedings of such Commission shall be filed with the person performing the duties of the City Secretary and shall become public record.

SECTION 13.14 SECURITY OR BOND NOT REQUIRED.

It shall not be necessary in any action, suit or proceedings in which the City shall be a party for any bond, undertaking or security to be executed ~~in~~ on behalf of the City, but all actions, suits, and proceedings shall be conducted in the same manner as if such bond, undertaking or security had been given. The City shall have all remedies of appeal provided by law to all courts without bond or security of any kind. For the purposes of all such actions, suits, proceedings and appeals, the City shall be liable in the same manner and to the same extent as if the bond undertaking or security has been executed and given.

Measure B

SECTION 1.03 EXTENSION OF BOUNDARIES

The boundaries of the City may be enlarged and extended by the annexation of additional territory, irrespective of size and configuration, in any manner and by any procedure provided by applicable state law. ~~of the methods hereinafter designated:~~

~~Extending Limits in Accordance with applicable state law:~~

~~Where such additional territory adjoins the corporate limits of the City and contains three or more inhabitants qualified to vote for members of the state legislature, such adjacent territory may be annexed to the City in the manner and in conformity with the procedure set forth in applicable state law.~~

~~Annexation of the Unoccupied Lands on Petition of Owners:~~

~~The owners or owner of any land which is without residents, or on which less than three voters reside, contiguous and adjacent to the City may, by petition in writing to the City Council, request the annexation of such contiguous and adjacent land, describing it by metes and bounds. The City Council shall thereafter, and not less than five and not more than thirty days after the filing of such petition, hear such petition and the arguments for and against the same, and grant or refuse such petitions as the City Council may see fit. If the City Council grants such petition, it may by proper ordinance receive and annex such territory as a part of the City.~~

~~Annexation by Amendment to Charter:~~

~~The boundary limits of the City may be fixed and additional territory added or annexed thereto by amendment to the Charter of the City.~~

~~Extending Limits by Action of the City Council:~~

~~The City Council shall have power by ordinance to fix the boundary limits of the City and to provide for the extension of said boundary limits and the annexation of additional territory lying adjacent to said City, with or without the consent of the residents or the owners of the territory annexed as prescribed in applicable state law.~~

~~Annexation by Any Other Method Provided by Law:~~

~~Additional territory may also be annexed to the City in any manner and by any procedure that may now be provided by law or that may be hereafter provided by law or in such manner as shall be provided by ordinances or resolutions of the City Council. Same shall be in addition to the methods hereinabove provided.~~

~~Annexed Territory to Become Part of the City:~~

~~Upon completion of any one of the procedures hereinabove provided annexation, the territory so annexed shall become a part of the City, and said land and its residents and future residents shall be entitled to all the rights and privileges of other citizens of the City and shall be bound by the acts, ordinances, resolutions and regulations of the City.~~

Measure C

SECTION 3.01 NUMBER, SELECTION AND TERM

The City Council shall be composed of the Mayor and six (6) Council members (collectively “Members of the City Council” or “City Council” and individually as “Mayor” or “City Council member”). The Mayor and all City Council members shall be elected from the

City at large and each City Council member shall occupy a position on the City Council, such positions being numbered 1 through 6 consecutively. The Mayor and City Council members shall be elected in the manner provided in Article 5 of this Charter to serve for three (3) year terms.

The Mayor and City Council members shall be limited to two consecutive full terms in the same office. A person who has served two consecutive full terms as a City Council member, regardless of place number, may not again hold the same office until at least one year out of office has passed. However, such person is eligible to be elected to the Office of the Mayor for two consecutive terms.

~~A person who has served two consecutive full terms~~ or as Mayor may not again hold the same office or be eligible to be elected to the office of City Council member until at least one year out of office has passed. ~~A person who has served two consecutive terms as a City Council member shall be eligible to be elected to the Office of Mayor for two consecutive terms, but a person who has served two consecutive terms as Mayor shall not be eligible to be elected as a City Council member or Mayor before at least one year out of office has passed.~~

Measure D

SECTION 3.04 COMPENSATION

(a) The Mayor shall receive as compensation the sum of five hundred dollars (\$500.00) for attendance at each regular City Council meeting; provided, however, that the Mayor shall not receive compensation for more than two (2) meetings in any one month.

(b) ~~and~~ City Council members shall receive ~~compensation~~ as compensation the sum of four hundred dollars (\$400.00) for attendance at each regular City Council meeting; provided, however, that no City Council member shall receive compensation for more than two (2) meetings in any one month.

~~(a)(c) may be fixed by ordinance; provided, however, that~~ The Mayor and City Council members ~~they~~ shall be entitled to all necessary expenses incurred in the performance of their official council duties upon approval by the City Council.

Measure E

SECTION 3.05 MAYOR AND MAYOR PRO-TEM

The Mayor shall be the ceremonial head of the City government. The Mayor shall be the chairman of, and shall preside at all meetings of the City Council. The Mayor shall vote on every proposition before the City Council, but shall have no power to veto. The Mayor shall, when authorized by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds, except for the documents which the City Manager is authorized to sign in accordance with Section 4.01(f) of this Charter. The Mayor shall perform such other duties consistent with this Charter or as may be imposed upon him or her by the City Council.

The Mayor Pro-tem shall be: a Council member, elected by the City Council at the first

regular City Council meeting following each regular City election. The Mayor Pro-tem shall act as Mayor during the disability, absence, or failure of the Mayor to carry out the duties of the office, and in this capacity shall have the rights conferred upon the Mayor. If the City Council Member serving as Mayor Pro-Tem, resigns for any reason, is removed from office in any manner authorized by law, or a forfeiture of his or her office occurs, the City Council shall at the next regular City Council meeting after the office is declared vacant, elect a Mayor Pro-Tem.

Measure F

SECTION 3.06 VACANCIES, FORFEITURE, FILLING OF VACANCIES

a) Vacancies:

The office of a City Council member or office of the Mayor shall become vacant upon his or her death, resignation, removal from office in any manner authorized by law, or forfeiture of his or her office.

b) Forfeiture of Office:

If the Mayor or any City Council member:

- 1) fails to maintain the qualifications as required in this Charter;
- 2) has been found by the affirmative vote at least a five (5) ~~M~~members of the City Council to have violated any express prohibition of this Charter;
- 3) is convicted of a crime involving moral turpitude; or
- 4) fails to attend ~~three-five (35) consecutive~~ regular City Council meetings in any twelve (12) month period ~~without being excused by the City Council,~~

the City Council shall, at its next regular meeting, declare the office to be vacant and shall fill such vacancy as set forth in Subsection (c) below of this Section 3.06.

c) Filling of Vacancies:

- 1) When any vacancy or vacancies shall occur on the City Council, a majority of the remaining ~~Councilmembers~~ Members of the City Council shall appoint a qualified replacement to fulfill the remainder of the vacant term should the remainder of the term be less than one (1) year. A special election shall be called in accordance with state law to fill the vacancy or vacancies in the same manner as described herein for regular elections should more than one (1) year remain of the vacant term.

Measure G

SECTION 3.10 QUORUM

~~Five (5)~~ Four (4) ~~City Council members~~ Members of the City Council shall constitute a quorum for the purpose of transaction of business and no action of the City Council, except as

provided in Section 3.06, shall be valid or binding unless adopted by the affirmative vote of four (4) or more ~~M~~members of the City Council.

Measure H

SECTION 3.11 RULES OF PROCEDURE

The City Council shall, by ordinance, determine its own rules and order of business and the rules shall provide that citizens of the City shall have a reasonable opportunity to be heard at any meeting. Public comments shall be allowed at all public meetings of the City of Hutto and shall be held before any business is conducted, including moving the meeting into Executive Session.

Measure I

SECTION 3.13 ORDINANCES IN GENERAL

Ordinances and resolutions shall be introduced in the City Council only in written or printed form.

Ordinances making appropriations shall be confined to the subject of appropriations.

Any ordinance which levies a fine or penalty and those dealing with budget and/or tax, franchises, public utilities or the setting of their rates, shall be read at two regular meetings followed by publication ~~in full or by caption in two successive issues of~~ the official newspaper of the City before the same shall become effective.

All other ordinances shall not be finally passed until they have been read on two separate days not less than twelve (12) hours apart; provided, however, if an ordinance has been introduced at a regular meeting of the City Council, the requirements for reading on two separate days may be dispensed with by affirmative vote of all the ~~City Council members~~Members of the City Council present.

The final reading of each ordinance shall be read in full unless written or printed copy thereof shall have been furnished to each ~~M~~member of the City Council prior to such meeting. The enacting clause of all ordinances shall be: "Be it ordained by the City Council of the City of Hutto, Texas."

Measure J

~~g) Assistant City Manager:~~

~~The City Manager, within sixty (60) days after taking office, shall designate by letter filed with the City Secretary, a qualified administrative officer of the City to perform the duties of the City Manager in his or her absence or disability. Such designation shall be subject to the prior approval of the City Council. The Assistant City Manager is authorized to perform the same powers and duties as the City Manager while acting in the City Manager's stead. No member of the City Council shall serve as Assistant City Manager. From time to time the City Manager may remove and appoint another Assistant City Manager.~~

Measure K

SECTION 4.03 MUNICIPAL COURT

- a) There shall be established and maintained a court, designated as a “Municipal Court” for the trial of misdemeanor offenses, with all such powers and duties as are now, or may hereafter be prescribed by laws of the state of Texas relative to municipal courts.
- b) The judge of said court shall be appointed by the ~~City Manager~~City Council to serve at the discretion of the ~~City Manager~~City Council. The judge shall be an attorney licensed and practicing in the State of Texas and shall receive such salary as may be fixed by the City Council.
- c) There shall be a clerk of said court appointed by the City Manager.
- d) The clerk of said court and deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of said court thereto, and generally do and perform any and all acts usual, and necessary to be performed, by the clerks of courts, in issuing process of said courts, and conducting the business thereof.
- e) The City Council shall have the power to create additional judges as provided by law. The ~~City Manager~~City Council shall appoint such additional judges.
- f) All costs and fines imposed by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City.

Measure L

SECTION 4.05 CITY SECRETARY

The City Manager shall appoint the City Secretary and such Assistant City Secretaries as the City Council shall deem advisable. The duties of the City Secretary, and Assistant City Secretaries, shall be as follows:

- a) to give notice of City Council meetings;
- b) to keep the minutes of the proceedings of such meetings;
- c) to authenticate by his or her signature and record in full a book kept and indexed for the purpose, all ordinances and resolutions; and
- d) to perform such other duties as the ~~City Council~~City Manager shall assign, and those elsewhere provided for in this Charter.

Measure M

SECTION 5.01 CITY ELECTIONS

- a) Schedule.

The regular City Election will be held annually on the first Saturday in May, or as otherwise provided by state law. Elections for candidates who are unopposed may be canceled in accordance with the provisions of applicable state law. The

City Council shall be responsible to specify places for holding such election.

b) Special Elections.

The City Council may, by ordinance or resolution, order a special election under conditions specified elsewhere in this Charter, for initiative or referendum of ordinances, bond issues, Charter amendments, recall of the Mayor or City Council members or other purposes deemed appropriate by City Council. The City Council will fix the time and place for holding such special elections, and provide all means for holding same.

~~e) Voter Eligibility or Voter Registration List.~~

~~A certified list of voter registrants within the City, as prepared by the County Election Administrator, shall be maintained on file in the office of the City Secretary. If for a purpose relating only to a City election or to candidates or issues involved in such election, any organization, group or person requests a list of qualified voters of the City, permission to copy the current list shall be granted by the City Secretary.~~

~~d)c) Conduct and Regulation of Elections.~~

All City elections shall be governed by the Constitution of the state of Texas, general laws of the state, this Charter, and ordinances of the City, in the order named. Municipal elections shall be conducted by the election officials appointed or approved by the City Council. Sample ballots identical to the voting machine format for the specific election shall be posted in the voting place(s) for purpose of voter orientation.

Measure N

SECTION 6.02 PETITION FOR RECALL

Before the question of recall of such officer shall be submitted to the qualified voters of the City, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of the City Secretary; which said petition shall be signed by qualified voters of the City equal in number to at least twenty percent (20%) of the number of qualified voters as currently certified to by the County Elections Administrator. Such petition shall contain a general statement of the grounds for which the removal is sought.

A signature on a petition for recall is valid only if the petition includes the following information with respect to each signer:

- a)** the signer's residence address, including the county;
- b)** the signer's date of birth or the signer's voter registration number;
- c)** the date of signing; and
- d)** the signer's printed name.

When filed, each paper of a petition shall have attached to it an affidavit executed by the circulator thereof stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in the circulator's presence, that the circulator

believes them to be the genuine signatures of the persons whose names they purport to be, and that the purpose of the petition was explained to each signer.

Measure O

SECTION 6.04 FORM OF RECALL PETITION

The recall petition mentioned above must be addressed to the City Council of the City of Hutto, must distinctly and specifically state the ground(s) upon which such petition for removal is predicated, and, if there be more than one ground, such as for violation of the ethics ordinance, noncompliance with this Charter, misconduct or indictment for crimes of moral turpitude in office, shall specifically state each ground with such certainty as to give the officer sought to be removed, notice of such matters and things with which he or she is charged. ~~Recall petition papers provided by the person performing the duties of City Secretary shall be in form substantially as follows:~~ Each petition shall be in the form and validated in the manner prescribed by state law for a petition to initiate a charter amendment.

~~We the undersigned qualified voters of the City of Hutto hereby demand the question of removing (Name of Person) from the office of (Name of Office) be submitted to a vote of the qualified voters of the City.~~

~~The charges and specifications upon which this demand for removal is predicated are as follows:~~

~~Signature Printed Name _____ Address, including county~~

~~_____ Date of Birth Voter Registration No. The signatures shall be verified by~~

~~oath in the following form:~~

~~"STATE OF TEXAS _____ § COUNTY OF WILLIAMSON _____ §~~

~~I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition; and that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person whose name it purports to be.~~

~~Sworn and subscribed to before me this _____ day of _____,~~

~~_____
Williamson County, Texas"~~

Measure P & Q

If propositions P & Q are approved, Section 6.10 would read as follows:

SECTION 6.10 RESULT OF RECALL ELECTION

If a majority of the votes cast at a recall election shall be against the recall of the person named on the ballot, he or she shall continue in office for the remainder of his or her unexpired term, subject to recall as before. If a majority of the votes cast at such an election be for the recall of the person named on the ballot, he or she shall, regardless of any technical defects in the recall petition, be deemed removed from office and the vacancy shall be filled as vacancies in the City Council are filled.

In no instance shall an officer removed from office by recall election succeed himself or herself, or be appointed to board or commission of the City, nor shall such officer's name appear on a ballot for elective office of the City within a period of ~~two-five (52)~~ years following the date of the election at which such officer was removed from office.

Measure R

d) Time for Filing Referendum Petitions.

Referendum petitions must be filed within ~~thirty-fourty-five (3045)~~ days after issuance of the appropriate blanks for reconsideration of any ordinance adopted by the City Council. Initiative petitions must be filed within ~~thirty-fourty-five (3045)~~ days after issuance of the appropriate blanks to the petitioners' committee. Additional time as specified in Section 7.04 shall be allowed for amending petitions.

Measure S

a) Certificate of City Secretary.

Within ~~ten (10)~~ fifteen (15) working days after the petition is filed, the person performing the duties of City Secretary shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall immediately upon completion of certification send a copy of the certificate to each member of the petitioners' committee by registered mail.

d) Insufficient Petition, Appeal.

If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it as in Section 7.04(e), the committee may, within ~~two (2)~~ three (3) working days after receiving the copy of such certificate, file a request that it be reviewed by the City Council. The City Council shall review the certificate at its next regular meeting following the filing of such request and approve or disapprove it, and the City Council's determination shall then be a final determination.

e) Insufficient Petition, Amending.

A petition certified insufficient for lack of required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City Secretary within ~~two (2)~~ three (3) working days after receiving the copy of such certificate, and files a complimentary petition with additional names within ~~two (2)~~

~~weeks ten (10) working days~~ after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of Sections 7.03(b) and (c). Within five (5) working days after the amended petition is filed, the person performing the duties of City Secretary shall complete a certificate as to the sufficiency of the petition as amended and shall ~~within twenty four (24) hours before the end of the next business day~~ send a copy of such certificate to each member of the petitioners' committee by registered mail as in the case of an original petition. The final determination as to the sufficiency of an amended petition shall be determined in the same manner as prescribed for original petitions in Sections 7.04(b), (c), and (d), except that no petition, once amended, may be amended again.

Measure T

SECTION 7.06 ACTION ON PETITIONS

a) Action by City Council.

Within ~~sixty thirty (6030)~~ days after the date the initiative or referendum petition has been finally determined sufficient, the City Council shall:

- 1) adopt a proposed initiative ordinance without any change in substance; or
- 2) repeal a referred ordinance; or
- 3) call an election on the proposed or referred ordinance as specified in Section 7.06(b).

b) Submission to Voters.

The election on a proposed or referred ordinance shall be held on the next available uniform election date as required by state law. Said called election may coincide with a regular City election should such City election fall within the specified period. Special elections on initiated or referred ordinances shall not be held more frequently than once each six (6) months, and no ordinance substantially the same as an initiated ordinance which has been defeated or on substantially the same as a referred ordinance which has been approved at any election may be initiated by the voters within two (2) years from the date of such election. Copies of the proposed or referred ordinance shall be made available at the polls.

c) Publication of Proposed and Referred Ordinance.

The person performing the duties of City Secretary shall publish at least once in the official newspaper of the City the proposed or referred ordinance within fifteen (15) working days of the election, and shall give such other notices and do such other things relative to such election as are required in general municipal elections or by the ordinance calling said election.

d) Withdrawal of Petition.

An initiative or referendum petition may be withdrawn at any time prior to the time the petition has been determined to be sufficient by filing with the City Secretary a request for withdrawal signed by at least eighty percent (80%) of the members of the petitioners' committee. Upon filing of such request, the petition shall have no further

force or effect and all proceedings thereon shall be terminated.

Measure U

Section 8.10. OVERSPENDING OF APPROPRIATIONS PROHIBITED.

No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with authorized appropriations and unless the City Manager ~~or~~ and his designee first ~~certifies~~ certify that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment made shall be illegal. A violation of this provision shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such obligation. Such officer may also be liable to the City for any amount so paid. Except as prohibited by law, however, nothing in this Charter shall be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be financed in whole or in part by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, but only if such action is made or approved by ordinance.

Measure V

SECTION 11.08 FRANCHISE RECORDS

~~Within six (6) months after this Charter takes effect, e~~Every public utility and every owner of public utility franchise shall file with the City certified copies of all franchises owned or claimed, or under which such utility is operated in the City. The City shall compile and maintain a public record of public utility franchises.

Measure W

SECTION 12.03 MEMBERS ~~FILING FOR OFFICE~~ELECTED OR APPOINTED TO CITY COUNCIL

No member of a Board or Commission shall continue in such position after being elected ~~or appointed to a City office~~the City Council.

Measure X

SECTION 12.04 PLANNING AND ZONING COMMISSION

There shall be a City Planning and Zoning Commission which shall be established by ordinance consisting of seven (7) members serving ~~two (2) year terms which the City Council shall establish by ordinance~~staggered terms of three (3) years.

For purposes of transitioning from two-year terms to three-years terms the following shall apply: After June 30, 2021, the Commissioners for Place 6 and Place 7 (Mayor) shall be appointed to a one-year term, and the Commissioner for Place 4 shall be appointed to a two-

year term. After June 30, 2022, the Commissioner for Place 1 shall be appointed to a one-year term, the Commissioners for Place 2 and Place 5 shall be appointed to two-year terms, and the Commissioners for Place 3, Place 6, and Place 7 (Mayor) shall be appointed to three-year terms.

Measure Y

The Commission shall have the power and be required to:

- a) be responsible to and act as an advisory body to the City Council;
- b) recommend to the City Council for its action an official zoning map and recommend any changes to the map;
- c) ~~study~~ ~~approve or disapprove~~ plats and plans of proposed subdivisions and insure that all plats and plans conform to the City's subdivision and development ordinances;
- d) annually recommend a five (5) year Capital Improvement Program to the City Council;
- e) annually recommend an annexation plan to the City Council;
- f) annually review the General Plan for the City and recommend to the City Council any change; and
- g) perform such other functions as may be duly delegated to them from time to time by the City Council.

Measure Z

Measure AA

SECTION 4.04 CITY ATTORNEY AND DEPUTY CITY ATTORNEY

The City Council shall appoint a competent and duly licensed attorney practicing law in the state of Texas, who shall be the City Attorney. The City Attorney shall hold office at the pleasure of the City Council. The City Attorney, or such other attorneys selected by the City Attorney with the approval of the City Council, shall represent the City in all litigation. The City Attorney shall be the legal advisor of, and attorney and counsel for, the City and all officers and departments thereof.

The City Council may appoint a competent and duly licensed attorney practicing law in the state of Texas, who shall be the Deputy City Attorney. The Deputy City Attorney shall hold office at the pleasure of the City Council. The Deputy City Attorney, or such other attorneys selected by the Deputy City Attorney with the approval of the City Council, shall conduct all prosecutions in the Municipal Court.

ORDENANZA NRO. O-2021-005

UNA ORDENANZA DE LA CIUDAD DE HUTTO, TEXAS, QUE ORDENA UNA ELECCIÓN ESPECIAL SOBRE ENMIENDAS PROPUESTAS A LA CARTA ORGANICA DE LA CIUDAD DE GOBIERNO AUTONOMO DE LA CIUDAD DE HUTTO A CELEBRARSE EL 1 DE MAYO DE 2021; DISPONE LA PUBLICACION Y LA COLOCACION DEL AVISO; PROPONE ENMIENDAS A LA CARTA ORGÁNICA DE LA CIUDAD DE GOBIERNO AUTONOMO DE LA CIUDAD DE HUTTO; DISPONE LA VOTACION ANTICIPADA Y LA VOTACION EL DÍA DE ELECCIÓN; DISPONE EL CUMPLIMIENTO DE LAS FUNCIONES ADMINISTRATIVAS REQUERIDAS; ENUNCIA DISPOSICIONES PARA LA CELEBRACION DE DICHA ELECCIÓN; CERTIFICA LA PROVISION DE SISTEMAS DE VOTACION CON FACIL ACCESO; Y DISPONE OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN.

EN VISTA DE QUE de acuerdo con el Artículo 11, Sección 5 de la Constitución de Texas y la Sección 90005 del Código de Gobierno Local de Texas se adopta una enmienda propuesta a la Carta Orgánica del municipio si es aprobada por la mayoría de los votantes calificados del municipio que votan en una elección celebrada para ese propósito; y

EN VISTA DE QUE el Consejo Municipal designo una Comisión de la Carta Orgánica para revisar la Carta Orgánica de la Ciudad con el fin de realizar recomendaciones al Consejo Municipal para enmiendas adecuadas para hacer que las votantes aprueben la Carta Orgánica en una elección convocada para ese fin el 1 de mayo de 2021; y

EN VISTA DE QUE la Comisión de la Carta Orgánica completó su revisión y entregó un informe con recomendaciones al Consejo Municipal para enmiendas adecuadas a la Carta Orgánica de la Ciudad; y

EN VISTA DE QUE el Consejo Municipal después de la debida consideración desea celebrar una elección sobre las enmiendas propuestas a la Carta Orgánica en la fecha uniforme de elección del 1 de mayo de 2021;

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

SECCION 1 DÍA DE ELECCIÓN

Orden de elección. Por la presente se ordena que se celebre una elección especial en la ciudad de Hutto en mayo 1, 2021, de conformidad con todas las leyes aplicables y según lo dispuesto en esta Ordenanza, para el propósito de presentar a los votantes ciertas enmiendas propuestas a los Estatutos de la Ciudad de Hutto. Dichas enmiendas propuestas a la Carta se adjuntan al presente como medidas en el Anexo "A", donde los subrayados son adiciones a la Carta y los tachados son eliminaciones de la Carta.

Funcionarios electorales. Por la presente el Consejo Municipal designa al Administrador de Elecciones del Condado de Williamson y al Secretario de la Ciudad de Hutto como los Funcionarios

el Día de Elección para la Ciudad de Hutto.

Fecha de la elección. Se celebrará una Elección General en forma conjunta con entidades o subdivisiones políticas participantes del Condado de Williamson el sábado 1 de mayo de 2021.

Precintos y Lugares de Votación. Por la presente la Ciudad acepta los precintos electorales y lugares de votación designados por el Administrador de Elecciones del Condado de Williamson y aprobados por el Tribunal de Comisionados del Condado de Williamson para tal votación anticipada. Los lugares de votación designados para el mencionado Día de Elección abrirán de 7:00 a.m. a 7:00 p.m. Dichos lugares se enumeran en el Anexo "B" de esta Ordenanza.

Jueces de la Elección. El Administrador de Elecciones del Condado de Williamson llevara a cabo dicha elección para la Ciudad en conformidad con los términos de un Contrato para Servicios Electorales aprobado. Por la presente el Consejo Municipal designa para el término de dicha elección, al o a los jueces presidentes y al o a los jueces alternos a aquellas personas designadas por el Administrador de Elecciones del Condado de Williamson y aprobadas por el Tribunal de Comisionados del Condado de Williamson.

Por la presente se autoriza al Administrador de Elecciones del Condado de Williamson a designar la cantidad de funcionarios electorales necesarios para asistir en la celebración correcta de la elección. La designación de dichos funcionarios deberá incluir una persona con fluidez en el idioma español para actuar como funcionario que asista verbalmente en español a cualquier votante que requiera dicha asistencia en las casillas electorales el día de la elección.

SECCION 2 VOTACION ANTICIPADA

Oficial de Votación Anticipada. Por la presente el Consejo Municipal designa al Administrador de Elecciones del Condado de Williamson como el Oficial de Votación Anticipada para la Ciudad de Hutto. El Administrador de Elecciones del Condado de Williamson designará al o a los jueces presidentes para cada uno de los lugares de votación temporal y votación anticipada y por la presente además queda autorizado a designar funcionarios electorales adicionales (no menos de dos ni más de seis) para asistir en la celebración de dicha elección.

Horarios de Votación Anticipada. Durante el periodo en el que se requiere o permite por ley la votación anticipada, es decir, del 19 de abril de 2021 al 27 de abril de 2021 inclusive, las fechas y los horarios designados para la votación anticipada en persona serán designados por el Administrador de Elecciones del Condado de Williamson. Dichos lugares, fechas y horarios para votación anticipada se enumeran en el Anexo "A" de esta Ordenanza.

Lugares de Votación Anticipada. La votación anticipada se realizará en persona en los lugares de votación anticipada designados por el Administrador de Elecciones del Condado de Williamson y aprobados por el Tribunal de Comisionados del Condado de Williamson. Dichos lugares para votación anticipada se enumeran en el Anexo "B" de esta Ordenanza.

Después de que el Administrador de Elecciones del Condado de Williamson finalice contratos con todas las potenciales entidades o subdivisiones políticas que quieran participar en la elección del 1 de mayo de 2021 el Secretario de la Ciudad colocara un Aviso de Elección en español y en inglés.

Enumerando lugares, fechas y horarios de votación anticipada aprobados en el tablero de anuncios

que se utiliza para colocar avisos de las asambleas del Consejo Municipal, y el mismo se colocará no antes del vigésimo primer (21^{er}) día antes de la fecha de la elección y permanecerá colocado hasta el Día de Elección inclusive.

Solicitudes de boletas de votación por correo: Las solicitudes de boletas de votación por correo deben ser recibidas, en la oficina del Administrador de Elecciones del Condado de Williamson, antes de las 5:00 p.m. del martes 20 de abril de 2021. La dirección postal del Oficial de Votación Anticipada a la cual se pueden enviar las solicitudes de boletas y las boletas para votar por correo es la siguiente:

Early Voting Clerk
Williamson County Elections Office
Post Office Box 209
Georgetown, TX 78627-0209

SECCION 3 CONSEJO DE BOLETAS DE VOTACION ANTICIPADA

Por la presente se crea el Consejo de Boletas de Votación Anticipada para procesar los resultados de la votación anticipada, y por la presente la Ciudad designa al juez presidente del Consejo de Boletas de Votación Anticipada según lo designado por el Administrador de Elecciones del Condado de Williamson, Dicho juez presidente designará un mínimo de otros dos (2) miembros habilitados para fungir en dicho Consejo.

SECCION 4 CUSTODIO DE LOS REGISTROS DE LA ELECCIÓN

En conformidad con el Código Electoral de Texas y el Contrato para Servicios Electorales pertinente, el Administrador de Elecciones del Condado de Williamson será designado como custodio de las boletas de votación emitidas, y el Secretario de la Ciudad de Hutto actuará como custodio de todos los demás registros electorales.

SECCION 5 VOTANTES

Todos los votantes habilitados residentes de la Ciudad tendrán derecho a votar en las elecciones.

SECCION 6 AVISO

Que el aviso de la elección sobre las enmiendas propuestas a la Carta Orgánica será colocado en el tablero de anuncios utilizado para colocar aviso de las asambleas del Consejo Municipal, será publicado en el periódico de circulación general en la Ciudad, y debe incluir una copia sustancial de las enmiendas propuestas a la Carta Orgánica e incluir un cálculo estimado del impacto fiscal previsto para la Ciudad si se aprueban las enmiendas propuestas en la elección. El mencionado aviso debe ser publicado el mismo día en dos semanas consecutivas, siendo la primera publicación no antes del trigésimo día y antes el decimocuarto día antes de la fecha de la elección. Se retendrá una copia del aviso publicado que contenga el nombre del periódico y la fecha de publicación como una constancia de dicho aviso, y la persona que coloque el aviso dejará constancia del horario de colocación, la fecha de inicio y el lugar de colocación.

SECCION 7 APARATOS DE VOTACION

En conformidad con el Código Electoral y el Contrato para Servicios Electorales pertinente, el Administrador de Elecciones del Condado de Williamson puede utilizar sistemas de votación electrónica y equipos y aparatos de votación que correspondan para celebrar la elección. El mencionado equipo electoral ha sido certificado por el Secretario del Estado de Texas.

El Administrador de Elecciones del Condado de Williamson utilizará una estación central de conteo de acuerdo con lo dispuesto por la Sección 127.000 y siguientes, y sus enmiendas, del Código Electoral de Texas, el Día de Elección.

SECCION 8 CONDUCCION DE ACUERDO CON LAS LEYES

En todos los aspectos sustanciales, las elecciones se llevarán a cabo en conformidad con las disposiciones pertinentes del Código Electoral de Texas y cualquier otra ley correspondiente, y la Carta Orgánica de Gobierno Autónomo de la Ciudad de Hutto.

SECCION 9 RESULTADOS DE LA ELECCIÓN

El Administrador de Elecciones del Condado de Williamson llevará a cabo una tabulación no oficial de los resultados al cierre de las casillas electorales el 1 de mayo de 2021. El Consejo Municipal realizara el escrutinio oficial, la tabulación y la declaración de los resultados de las elecciones en una asamblea ordinaria o extraordinaria que se realice en conformidad con las disposiciones del Código Electoral de Texas.

SECCION 10

Cada enmienda a la Carta Orgánica sometida a votación debe contener sólo un asunto, y la boleta de votación será preparada de forma tal que los votantes puedan votar "A FAVOR" o "EN CONTRA" de cualquier enmienda o enmiendas, sin votar "A FAVOR" o "EN CONTRA" de todas las mencionadas enmiendas. Cada una de dichas enmiendas propuestas, si es aprobada por la mayoría de los votantes habilitados que votan en dicha elección, se convertirá en una parte de la Carta Orgánica de la Ciudad de Hutto, Texas.

SECCION 11

Las proposiciones en la boleta de votación para las enmiendas propuestas a la Carta Orgánica de Gobierno Autónomo son las siguientes:

PROPOSICIÓN A:

¿Se deberá enmendar las Secciones 2.05, 3.01, 3.03, 3.05, 3.06, 3.08(a), 3.08(c), 3.10, 3.12, 3.13, 3.14, 4.01(a), 4.01(c), 5.01, 5.02(b)(4), 7.04(f), 7.08(b), 7.08(d), 8.04(d)(1), 10.01(b), 10.01(c), 10.01(e)(1), 11.01, 11.07, 12.01, 13.02, 13.03(c), 13.03(d), 13.04, 13.05, 13.08, 13.09(b), 13.12(c), y 13.14 de los Estatutos de la Ciudad de Hutto 1) haciendo correcciones a los errores gramaticales, ortográficos y de puntuación en todos los Artículos de los Estatutos; 2) eliminando expresiones redundantes o sobrantes, y eliminando expresiones obsoletas o anticuadas; y 3) haciendo cambios de vocabulario no sustantivos para usar terminología moderna y uniforme?

PROPOSICIÓN B:

¿Se deberá enmendar la Sección 1.03 de los Estatutos de la Ciudad de Hutto para estipular que la Ciudad seguirá los procedimientos estipulados por la ley estatal para extender sus límites?

PROPOSICIÓN C:

¿Se deberá enmendar la Sección 3.01 de los Estatutos de la Ciudad de Hutto para clarificar que el Alcalde es un miembro del Consejo Municipal?

PROPOSICIÓN D:

¿Se deberá enmendar la Sección 3.04 de los Estatutos de la Ciudad de Hutto para estipular que el Alcalde y los Concejales recibirán como compensación la cantidad de quinientos dólares (\$500.00) y cuatrocientos dólares (400.00), respectivamente, para asistir a cada reunión regular del Consejo Municipal, en vez de compensación fija por ordenanza; siempre que, no obstante, el Alcalde y los Miembros del Consejo Municipal no recibirán compensación por más de dos (2) reuniones en cualquier mes?

PROPOSICIÓN E:

¿Se deberá enmendar la Sección 3.05 de los Estatutos de la Ciudad de Hutto para requerir que el Consejo Municipal llene una vacancia en el cargo de Alcalde Provisional en la próxima reunión regular del Consejo Municipal después de la fecha que se declara vacante el cargo?

PROPOSICIÓN F:

¿Se deberá enmendar la Sección 3.06 de los Estatutos de la Ciudad de Hutto para estipular que el Alcalde o cualquier Concejál renunciará su cargo por incumplimiento de asistir a cinco (5) reuniones regulares del Consejo Municipal en cualquier periodo de doce (12) meses, en lugar de tres (3) reuniones regulares consecutivas del Consejo Municipal sin ser eximido por el Consejo Municipal?

PROPOSICIÓN G:

¿Se deberá enmendar la Sección 3.10 de los Estatutos de la Ciudad de Hutto para reducir el número de Miembros del Consejo Municipal necesarios para establecer un quórum de cinco (5) a cuatro (4)?

PROPOSICIÓN H:

¿Se deberá enmendar la Sección 3.11 de los Estatutos de la Ciudad de Hutto para requerir que se permitan los comentarios públicos antes de hacer negocios, incluyendo el movimiento de la reunión a la sesión ejecutiva?

PROPOSICIÓN I:

¿Se deberá enmendar la Sección 3.13 de los Estatutos de la Ciudad de Hutto para reducir el número de veces que se deberá publicar una ordenanza en el periódico oficial de la Ciudad de dos (2) a una (1)?

PROPOSICIÓN J:

¿Se deberá enmendar los Estatutos de la Ciudad de Hutto para eliminar la Sección 4.01(g) relacionado a la designación y la autoridad del Gerente Municipal Asistente?

PROPOSICIÓN K:

¿Se deberá enmendar la Sección 4.03 de los Estatutos de la Ciudad de Hutto para estipular que el Consejo Municipal, en lugar del Gerente Municipal, es autorizado a designar al juez (a los jueces) de la corte municipal?

PROPOSICIÓN L:

¿Se deberá enmendar la Sección 4.05 de los Estatutos de la Ciudad de Hutto para estipular que el

Gerente Municipal, en lugar del Consejo Municipal, es autorizado a asignar funciones al Secretario Municipal?

PROPOSICIÓN M:

¿Se deberá enmendar la Sección 5.01 de los Estatutos de la Ciudad de Hutto para eliminar el requisito que el Secretario Municipal mantenga una lista certificada de votantes registrados dentro la Ciudad como preparada por el Administrador Electoral del Condado?

PROPOSICIÓN N:

¿Se deberá enmendar la Sección 6.02 de los Estatutos de la Ciudad de Hutto para requerir que cada petición de revisión lleva adjunto un affidavit realizado por el distribuidor de la misma que declara que él mismo personalmente distribuyó el papel, el número de firmas en la misma, que firmaron en la presencia del distribuidor, que el distribuidor cree que son las firmas genuinas de las personas cuyos nombres afirman ser, y que el propósito de la petición fue explicado a cada firmante?

PROPOSICIÓN O:

¿Se deberá enmendar la Sección 6.04 de los Estatutos de la Ciudad de Hutto para cumplir con la Constitución de EE.UU. y estipular que las peticiones de revisión serán en la forma de y validadas en la manera prescrita por la ley estatal para una petición para iniciar una enmienda a los estatutos?

PROPOSICIÓN P:

¿Se deberá enmendar la Sección 6.10 de los Estatutos de la Ciudad de Hutto para aumentar el número de años que se prohíbe designar a un funcionario destituido por una elección de destitución o dejar aparecer su nombre en la boleta para un cargo de elección democrática de dos (2) a cinco (5) años?

PROPOSICIÓN Q:

¿Se deberá enmendar la Sección 6.10 de los Estatutos de la Ciudad de Hutto para prohibir que un funcionario destituido por una elección de destitución sea designado a una junta o comisión de la Ciudad por el período de tiempo que se prohíbe aparecer el nombre de tal funcionario en la boleta?

PROPOSICIÓN R:

¿Se deberá enmendar la Sección 7.03(d) de los Estatutos de la Ciudad de Hutto para aumentar el tiempo permitido para presentar una petición de referéndum de treinta (30) a cuarenta y cinco (45) días?

PROPOSICIÓN S:

¿Se deberá enmendar las Secciones 7.04(a), 7.04(d), y 7.04(e) de los Estatutos de la Ciudad de Hutto con relación a determinaciones suficientes de una petición de referéndum para modificar las fechas límites procesales? Si aprobadas, las Secciones dirán:

- a) Certificado del Secretario Municipal.

Dentro de ~~diez (10)~~ quince (15) días laborales después de presentar la petición, la persona que desempeña las funciones del Secretario Municipal llenará un certificado en cuanto a su suficiencia, especificando, si es insuficiente, los datos en que forma es defectuoso e inmediatamente sobre su compleción le enviará una copia del certificado a cada miembro del comité de los peticionarios por correo registrado.

- d) Petición Insuficiente, Apelación.

Si una petición ha sido certificada como insuficiente y el comité de peticionarios no entrega

aviso de intención para enmendarla como en la Sección 7.04(e), el comité puede, dentro de ~~dos (2)~~ tres (3) días laborales después de recibir la copia de tal certificado, presentar una solicitud para pedir que el Consejo Municipal la revise. El Consejo Municipal revisará el certificado durante la próxima reunión regular después de la entrega de tal solicitud y aprobar o desaprobala, y la determinación del Consejo Municipal será la última determinación.

e) Petición Insuficiente, Enmienda.

Una petición certificada insufiente para una falta del número necesario de firmas válidas puede ser enmendada una vez si el comité de peticionaros presenta un aviso de intención para enmendarla con el Secretario Municipal dentro de ~~dos (2)~~ tres (3) días laborales después de recibir una copia de tal certificado, y presenta una petición complementaria con los nombres adicionales dentro de ~~dos (2) semanas~~ diez (10) días laborales después de recibir una copia de tal certificado. Tal petición suplementaria cumplirá con los requisitos de las Secciones 7.03(b) y (c). Dentro de cinco (5) días laborales después de la entrega de la petición enmendada, la persona que desempeña las funciones del Secretario Municipal llenará un certificado en cuanto a la suficiencia de la petición como enmendada y ~~dentro de veinticuatro (24) horas~~ antes del día del próximo día de negocios le enviará una copia de tal certificado a cada miembro el comité de peticionaros por correo registrado como en el caso de una petición original. La última determinación en cuanto a la suficiencia de una petición enmendada será determinada en la misma manera estipulada para peticiones originales en las Secciones 7.04(b), (c), y (d), salvo que ninguna petición, después de ser enmendada, puede ser enmendada de nuevo.

PROPOSICIÓN T:

¿Se deberá enmendar la Sección 7.06 de los Estatutos de la Ciudad de Hutto con relación a acción por el Consejo Municipal sobre una iniciativa o petición de referéndum para reducir el tiempo que el Consejo Municipal tiene para actuar de sesenta (60) a treinta (30) días?

PROPOSICIÓN U:

¿Se deberá enmendar la Sección 8.10 de los Estatutos de la Ciudad de Hutto para requerir que el Gerente Municipal y la persona designada, en lugar del Gerente Municipal, antes de gastar fondos asignados, certifique que hay un saldo libre de gravamen suficiente en la asignación y que fondos suficientes están o estarán disponibles para cubrir la obligación cuando se vence y es pagadera?

PROPOSICIÓN V:

¿Se deberá enmendar la Sección 11.08 de los Estatutos de la Ciudad de Hutto para eliminar lenguaje anticuada que requiere que dentro de seis (6) meses después de la aprobación inicial de los Estatutos, cada utilidad pública y cada dueño de franquicia de servicio público presenta copias certificadas de todas las franquicias poseídas o declaradas, o bajo cual utilidad es operada en la ciudad?

PROPOSICIÓN W:

¿Se deberá enmendar la Sección 12.03 de los Estatutos de la Ciudad de Hutto para prohibir que un miembro de una junta de la Ciudad o comisión continúe en tal cargo después de ser elegido o designado al Consejo Municipal, en lugar de tal prohibición siendo aplicable solo a un miembro de una junta y comisión que es elegido al Consejo Municipal?

PROPOSICIÓN X:

¿Se deberá enmendar la Sección 12.04 de los Estatutos de la Ciudad de Hutto para aumentar los mandatos de cargo de la Comisión de Planificación y Zonificación de dos (2) a tres (3) años?

PROPOSICIÓN Y:

¿Se deberá enmendar la Sección 12.04 de los Estatutos de la Ciudad de Hutto para autorizar a la Comisión de Planificación y Zonificación, en lugar el Consejo Municipal, a aprobar y desaprobar parcelas y planes?

PROPOSICIÓN Z:

¿Se deberá enmendar los Estatutos de la Ciudad de Hutto para añadir una nueva Sección 13.15 para estipular que el Consejo Municipal tendrá la autoridad, por ordenanza, a reenumerar y reorganizar disposiciones a los estatutos, incluyendo la autoridad a corregir errores tipográficos y a conformar referencias cruzadas en el cuerpo del texto de estos Estatutos, siempre y cuando no haya cambios sustantivos?

PROPOSICIÓN AA:

¿Se deberá enmendar la Sección 4.04 de los Estatutos de la Ciudad de Hutto para autorizar al Consejo Municipal a designar a un Abogado Municipal Adjunto que realizará las acusaciones en la corte municipal de Hutto?

SECCION 12

Esta Ordenanza entrará en vigencia inmediatamente después su adopción y de la publicación del encabezamiento, según lo disponga la ley y la carta orgánica para tal caso.

SECCION 13

Las disposiciones de esta Ordenanza son divisibles y, en caso de que alguna o más de las disposiciones de esta Ordenanza o la aplicación de las mismas a alguna persona o circunstancia se determinen invalidas, inconstitucionales o inefectivas para alguna persona o circunstancia, entonces el resto de esta Ordenanza será de todas formas valido y la aplicación de dicha disposición invalida a cualquiera de dichas personas o circunstancias distinta de aquellas para las que se determine invalida no se verá afectada por esto.

Por la presente, el Consejo Municipal determina y declara que se publicó el aviso de la fecha, horario, lugar y asunto de la asamblea en la cual se adoptó esta Ordenanza y que dicha asamblea estuvo abierta al público de acuerdo a lo que exige la ley en todo momento, durante la cual se debatió, consideró y obro formalmente sobre esta Ordenanza, todo esto de acuerdo a lo que exige la Ley de Asambleas Publicas, Capitulo 551 del C6digo de Gobierno de Texas, y sus enmiendas, y la Ley.

LEIDA y APROBADA en su primera lectura el ____ de **febrero** de **2021**.

A través de una moción debidamente presentada, secundada y aprobada con un voto afirmativo de todos los Concejales presentes, se prescindió del requisito de lectura de esta ordenanza en dos fechas separadas.

LEIDA, APROBADA y ADOPTADA en su primera lectura el ____ de **febrero** de **2021** en una asamblea ordinaria del Consejo Municipal de Hutto, con quorum presente.

CIUDAD DE HUTTO

Mike Snyder, Alcalde Pro Tem

ATESTIGUA

Holly Nagy, Secretario de la Ciudad

Medida B

SECCIÓN 1.03 AMPLIACIÓN DE LÍMITES

Se puede ampliar y extender los límites de la Ciudad por la anexión de territorio adicional, independientemente de tamaño y configuración, en cualquier manera y por cualquier procedimiento estipulado por la ley estatal aplicable. ~~de los métodos designados aquí dentro:~~

~~Extender los límites según la ley estatal aplicable:~~

~~Donde tal territorio adicional colinda con los límites corporativos de la Ciudad y contiene tres o más habitantes calificados para votar por miembros de la legislatura estatal, tal territorio contiguo puede ser anexionado a la Ciudad en la manera y en conformidad con el procedimiento que se dispone en la ley estatal aplicable. (enmendado el 6 de mayo, 2017)~~

~~Anexión de las tierras desocupadas por la petición de los dueños:~~

~~Los dueños o cualquier dueño de cualquier tierra que es sin residentes, o en la cual menos de tres votantes residen, contigua y adyacente a la Ciudad puede, por petición escrita al Consejo Municipal, pedir la anexión de tales tierras contiguas y adyacentes, describiéndolas por sus límites. A partir de ahí, el Consejo Municipal, y no menos de cinco y no más de treinta días después de la presentación de tal petición, escuchar tal petición y los argumentos a favor y contra el mismo, y conceder o rechazar tales peticiones como el Consejo Municipal considera conveniente. Si el Consejo Municipal concede tal petición, puede recibir y anexionar por ordenanza apropiada tal territorio como parte de la Ciudad.~~

~~Anexión por enmienda a los Estatutos:~~

~~Los límites de fronteras de la Ciudad pueden ser fijos y territorio adicional añadido o anexado al mismo por enmienda a los Estatutos de la Ciudad.~~

~~Extender los límites por acción del Consejo Municipal:~~

~~El Consejo Municipal poseerá autoridad por ordenanza para fijar los límites de las fronteras de la Ciudad y para estipular la extensión de dichos límites de fronteras y la anexión de territorio adicional adyacente a dicha Ciudad, con o sin el consentimiento de los residentes o los dueños del territorio anexado como estipulado en la ley estatal aplicable. (enmendado el 6 de mayo, 2017)~~

~~Anexión por cualquier otro método estipulado por la ley:~~

~~Se puede anexas territorio adicional a la Ciudad en cualquier manera y por cualquier procedimiento que ahora estipula la ley o que la ley estipula en lo sucesivo o en tal manera estipulada por ordenanzas o resoluciones del Consejo Municipal. Lo mismo es adicional a los métodos estipulados anteriormente expuestos.~~

~~Territorio anexado para convertirse en parte de la Ciudad:~~

~~Cuando se termine cualquier de los procedimientos anteriormente expuestos la anexión, el territorio anexado se convertirá en parte de la Ciudad, y dicha tierra y sus residentes y futuros residentes tendrán derecho a todos los derechos y privilegios de los otros ciudadanos de la Ciudad y estarán obligados por las leyes, ordenanzas, resoluciones y regulaciones de la Ciudad.~~

Medida C

SECCIÓN 3.01 NÚMERO, SELECCIÓN, Y MANDATO

El Consejo Municipal estará compuesto del Alcalde y seis (6) Concejales (colectivamente “Miembros del Consejo Municipal” o “Consejo Municipal” e individualmente como “Alcalde”

o “Miembro del Consejo Municipal”). El Alcalde y todos los miembros del Consejo Municipal serán elegidos de la totalidad de la Ciudad y cada miembro del Consejo Municipal ocupará un cargo en el Consejo Municipal, dichas posiciones numeradas 1 al 6 consecutivamente. El Alcalde y los miembros del Consejo Municipal serán elegidos en la manera estipulada en el Artículo 5 de estos Estatutos para servir por mandatos de tres (3) años.

El Alcalde y los miembros del Consejo Municipal tendrán un límite de dos mandatos completos consecutivos en el mismo cargo. Una persona que ha servido dos mandatos completos consecutivos como un miembro del Consejo Municipal independientemente del número de lugar, no puede ocupar el mismo cargo hasta un mínimo de un año fuera del cargo ha pasado. Sin embargo, dicha persona no será elegible para ser elegido al Cargo de Alcalde por dos mandatos consecutivos.

Una persona que ha servido dos mandatos completos consecutivos como Alcalde no puede ocupar el mismo cargo ni es elegible para ser elegido al cargo de miembro del Consejo Municipal hasta por lo menos un año fuera del cargo ha pasado. ~~Una persona que ha servido dos mandatos consecutivos como un miembro del Consejo Municipal será elegible para al Cargo de Alcalde por dos mandatos consecutivos, pero una persona que ha servido dos mandatos consecutivos como Alcalde no será elegible para ser elegido como un miembro del Consejo Municipal ni Alcalde antes de un mínimo de un año fuera del cargo ha pasado.~~

Medida D

SECCIÓN 3.04 COMPENSACIÓN

- (a) El Alcalde recibirá como compensación la cantidad de quinientos dólares (\$500.00) por asistir a cada reunión regular del Consejo Municipal; siempre que, no obstante, el Alcalde no recibirá compensación por más de dos (2) reuniones en cualquier mes.
- (b) ~~y~~ los miembros del Consejo Municipal recibirán ~~compensación~~ como compensación la cantidad de cuatrocientos (\$400) por asistir a cada reunión regular del Consejo Municipal; siempre que, no obstante, ningún miembro del Consejo Municipal recibirá compensación por más de dos (2) reuniones en cualquier mes.
- ~~(a)(c) puede ser fijo por ordenanza; siempre que, no obstante, que~~ El Alcalde y los miembros del Consejo Municipal ~~ellos~~ tendrán derecho a todos los gastos necesarios contraídos durante el desempeño de sus funciones oficiales sobre la aprobación del Consejo Municipal.

Medida E

SECCIÓN 3.05 ALCALDE Y ALCALDE PROVISIONAL

El Alcalde será la cabeza ceremonial del gobierno Municipal. El Alcalde será el presidente de, y presidirá todas las reuniones del Consejo Municipal. El Alcalde votará en cada proposición ante el Consejo Municipal, pero no tendrá la facultad de veto. El Alcalde, cuando el Consejo Municipal lo autorice, firmará todos los documentos oficiales tales como ordenanzas, resoluciones, traspasos, acuerdos de subsidio, parcelas oficiales, contratos, y bonos, excepto los

documentos que el Gerente Municipal tiene autorización para firmar según la Sección 4.01(f) de estos Estatutos. El Alcalde desempeñará todas las demás funciones en conformidad con estos Estatutos o como le imponga el Consejo Municipal.

El Alcalde Provisional será: un Concejal, elegido por el Consejo Municipal durante la primera reunión regular del Consejo Municipal después de cada elección Municipal regular. El Alcalde Provisional servirá como Alcalde durante la discapacidad, ausencia, o incumplimiento del Alcalde de desempeñar las funciones de su cargo, y en esta capacidad tendrá los derechos conferidos al Alcalde. Si el Concejal que sirve como el Alcalde Provisional, renuncia por cualquier razón, está despedido de su cargo en cualquier manera autorizada por la ley, o un decomiso de su cargo ocurre, el Consejo Municipal elegirá a un Alcalde Provisional en la próxima reunión regular del Consejo Municipal después de que se declara desocupado el cargo.

Medida F

SECCIÓN 3.06 CARGOS VACANTES, DECOMISO, EL REEMPLAZO DE CARGOS VACANTES

a) Cargos Vacantes:

El cargo de un miembro del Consejo Municipal o cargo del Alcalde será vacante sobre su muerte, renuncia, destitución en cualquier manera autorizada por ley, o decomiso de su cargo.

b) Decomiso de Cargo:

Si el Alcalde o cualquier miembro del Consejo Municipal:

- 1) incumple mantener las calificaciones requeridas por estos Estatutos;
- 2) ha sido declarado por el voto afirmativo de por lo menos cinco (5) ~~Miembros~~ Miembros del Consejo Municipal haber violado cualquier prohibición expresa de estos Estatutos;
- 3) está condenado de un crimen que supone bajeza moral; o
- 4) no logra asistir a ~~tres cinco (35)~~ tres cinco (35) reuniones regulares ~~consecutivas~~ consecutivas del Consejo Municipal en cualquier periodo de doce (12) meses sin ser eximido por el Consejo Municipal,

el Consejo Municipal declarará, en su próxima reunión regular, el cargo vacante y reemplazará tal cargo vacante como estipulado en la Subdivisión (c) bajo esta Sección 3.06.

c) El reemplazo de cargos vacantes:

- 1) Cuando cualquier cargo vacante o cargos vacantes ocurren en el Consejo Municipal, una mayoría de los ~~Concejales~~ Miembros del Consejo Municipal que quedan designarán a un reemplazo calificado para ocupar el resto del mandato vacante si el resto del mandato es menos de un (1) año. Se convocará una elección especial según la ley estatal para llenar el cargo vacante o los cargos vacantes en la misma manera descrita aquí dentro para elecciones regulares si queda más de

un (1) año del mandato vacante.

Medida G

SECCIÓN 3.10 QUÓRUM

~~Cinco (5) Cuatro (4) miembros del Consejo Municipal~~ Miembros del Consejo Municipal constituirán un quórum con el propósito de la transacción de negocios y no acción del Consejo Municipal, excepto como estipulado en la Sección 3.06, será válida ni obligatoria a menos que el voto afirmativo de cuatro (4) o más ~~M~~miembros del Concejo Municipal la apruebe.

Medida H

SECCIÓN 3.11 LAS REGLAS DE PROCEDIMIENTO

El Consejo Municipal determinará, por ordenanza, sus propias reglas y orden del día y las reglas estipularán que los ciudadanos de la Ciudad tengan una oportunidad razonable para ser escuchado en cualquier reunión. Se permitirán los comentarios públicos en todas las reuniones públicas de la Ciudad de Hutto y ocurrirán antes de llevar a cabo cualquier negocios, incluyendo el movimiento de la reunión a la sesión ejecutiva.

Medida I

SECCIÓN 3.13 ORDENANZAS EN GENERAL

Se presentarán las ordenanzas y resoluciones solo en forma escrita o impresa al Consejo Municipal.

Las ordenanzas para asignaciones estarán limitadas al tema de las asignaciones.

Cualquier ordenanza que impone una multa o recargo y las que tratan sobre los presupuestos y/o impuestos, franquicias, servicios públicos o el establecimiento de sus tarifas, se leerá en dos reuniones regulares después de la publicación ~~total o~~ por encabezamiento en ~~dos ediciones sucesivas~~ del periódico oficial de la Ciudad antes de entrar en vigor.

No se aprobarán todas las demás ordenanzas hasta leerlas en dos días separados no menos de doce (12) horas aparte; siempre que, no obstante, si una ordenanza ha sido presentado en una reunión regular del Consejo Municipal, los requisitos para lectura en dos días separados pueden ser evitados por el voto afirmativo de todos los ~~miembros del Concejo Municipal~~ Miembros del Concejo Municipal presentes.

Se leerá por completo la última lectura de cada ordenanza a menos que se haya entregado una copia escrita o impresa de la misma a cada ~~M~~miembro del Concejo Municipal antes de tal reunión. La cláusula promulgante de todas las ordenanzas será. "El Consejo Municipal de la Ciudad de Hutto, Texas, ordena."

Medida J

~~g)–Gerente Municipal AsistenteEl Gerente Municipal, dentro de sesenta (60) días después de empezar su cargo, designará por una carta presentada al Secretario~~

~~Municipal, un funcionario administrativo calificado de la Ciudad para desempeñar las funciones del Gerente Municipal en su ausencia o discapacidad. Tal designación estará sujeto a la aprobación anterior del Consejo Municipal. El Gerente Municipal Asistente está autorizado para desempeñar los mismos poderes y funciones que el Gerente Municipal cuando sirve en el lugar del Gerente Municipal. Ningún miembro del Consejo Municipal servirá como el Gerente Municipal Asistente. De vez en cuando el Gerente Municipal puede sacar y designar a otro Gerente Municipal Asistente.~~

Medida K

SECCIÓN 4.03 CORTE MUNICIPAL

- a) Habrá una corte establecida y mantenida, designada como una “Corte Municipal” para el juicio de delitos menores, con todos los poderes y funciones que ahora están, o en lo sucesivo estén establecidos por las leyes del estado de Texas en relación con las cortes municipales.
- b) El juez de dicha corte será designado por el ~~Gerente Municipal~~Consejo Municipal para servir a discreción del ~~Gerente Municipal~~Consejo Municipal. El juez será un abogado licenciado y activo en el Estado de Texas y recibirá tal sueldo fijo por el Consejo Municipal.
- c) Habrá un secretario de dicha corte designada por el Gerente Municipal.
- d) El secretario de dicha corte y los delegados tendrán el poder de administrar juramentos y declaraciones juradas, hacer certificados, fijar el sello de dicha corte al mismo, y generalmente desempeñar y realizar todas las funciones típicas y necesarias de los secretarios del juzgado, en el proceso de emitir de dichas cortes y el manejo de negocios de las mismas.
- e) El Consejo Municipal tendrá el poder de crear jueces adicionales como estipulado por la ley. ~~El Gerente Municipal~~Consejo Municipal designará tales jueces adicionales.
- f) Se pagarán todos los gastos y multas impuestos por la Corte Municipal a la Tesorería de la Ciudad para el uso y beneficio de la Ciudad.

SECCIÓN 4.05 SECRETARIO MUNICIPAL

El Gerente Municipal designará al Secretario Municipal y tales Secretarios Municipales Asistentes como considerado recomendable por el Consejo Municipal. Las funciones del Secretario Municipal, y los Secretarios Municipales Asistentes, serán las siguientes:

- a) dar aviso de las reuniones del Consejo Municipal;
- b) llevar la minuta del proceso judicial de tales reuniones;
- c) autenticar por su firma y anotar por completo en un libro guardado e indexado para el propósito, todas las reuniones y resoluciones; y
- d) para cumplir con tales otras funciones que el ~~Consejo Municipal~~ Gerente Municipal asigne, y las estipuladas en otra parte de estos Estatutos.

Medida M

SECCIONES 5.01 ELECCIONES MUNICIPALES

a) Horario.

Se celebrarán las Elecciones regulares de la Ciudad anualmente en el primer sábado en mayo, o como especificado por la ley estatal. Las elecciones para los candidatos sin oposición pueden ser canceladas según las disposiciones de la ley estatal aplicable. El Consejo Municipal tendrá la obligación de especificar lugares para celebrar dicha elección.

b) Elecciones especiales.

El Consejo Municipal puede, por ordenanza o resolución, convocar una elección especial bajo las condiciones especificadas en otra parte de estos Estatutos, para iniciativa o referéndum de ordenanzas, emisiones de bonos, enmiendas a los Estatutos, destitución del Alcalde o miembros del Consejo Municipal u otros propósitos determinados apropiados por el Consejo Municipal. El Consejo Municipal establecerá el horario y el lugar para celebrar tales elecciones especiales, y proporcionará todos los medios para la celebración de las mismas.

~~e) Elegibilidad de los votantes o registro de votantes Se mantendrá en los archivos en la oficina del Secretario Municipal una lista certificada de los votantes registrados dentro la Ciudad, como preparada por el Administrador Electoral del Condado. Si con un propósito solo relacionado a una elección Municipal o a candidatos o asuntos relacionados a tal elección, cualquier organización, grupo o persona solicita una lista de votantes calificados de la Ciudad, el permiso para hacer una copia de la lista actual será concedido por el Secretario Municipal.~~

e)c) Celebración y regulación de elecciones.

La Constitución del estado de Texas, las leyes generales del estado, estos Estatutos, y ordenanzas de la Ciudad, en el orden nombrado gobernarán todas las elecciones de la Ciudad. Los funcionarios electorales designados o aprobados por el Consejo Municipal llevarán a cabo las elecciones municipales. Se publicarán las boletas de muestra idénticas al formato de la máquina de votación para las elecciones específicas a fin de la orientación de los votantes en el(los) lugar(es) de votación.

Medida N

SECCIÓN 6.02 PETICIÓN DE DESTITUCIÓN

Antes de que la pregunta sobre una destitución se presente a los votantes calificados de la Ciudad una petición que exija que dicha pregunta sea presentada así se deberá presentar primero ante la persona que desempeñe las funciones de Secretario Municipal; dicha presentación deberá estar firmada por los votantes calificados de la ciudad en igual número al menos al veinte por ciento (20%) del número de votantes calificados como según lo certifique actualmente por el Administrador Electoral del Condado. Tal petición incluirá una declaración general de los

motivos sobre los cuales se busca la destitución.

Una firma en una petición de destitución es válida únicamente si la petición incluye la siguiente información con respecto a cada firmante:

- a) la dirección de residencia del firmante, incluso el condado;
- b) la fecha de nacimiento del firmante o el número de registro de votante del firmante
- c) la fecha de la firma; y
- d) el nombre de letras de molde del firmante.

Cuando se la presenta, cada papel de una petición lleva adjunto un affidavit realizado por el distribuidor de la misma que declara que él mismo personalmente distribuyó el papel, el número de firmas en la misma, que firmaron en la presencia del distribuidor, que el distribuidor cree que son las firmas genuinas de las personas cuyos nombres afirman ser, y que el propósito de la petición fue explicado a cada firmante.

Medida O

SECCIÓN 6.04 FORMULARIO DE LA PETICIÓN DE DESTITUCION

La petición de destitución arriba mencionada tiene que ser dirigida al Consejo Municipal de la Ciudad de Hutto, declarar claramente y específicamente el(los) motivo(s) sobre el(los) cual(es) tal petición es predicada, y, si hay más de un motivo, tal como la violación de la ordenanza de ética, incumplimiento de estos Estatutos, mala praxis o acusación para crímenes de bajeza moral en su cargo, declarará específicamente cada motivo con tal certeza para darle al funcionario que se busca destituir, aviso de tales asuntos y cosas con los cuales él o ella está acusado. ~~Los papeles de la petición de destitución proporcionados por la persona que desempeña las funciones del Secretario Municipal serán sustancialmente como sigue: Cada petición será en forma de y validada en la manera que la ley estipula para una petición que inicia una enmienda a los Estatutos.~~

~~Nosotros los electores calificados abajo firmantes de la Ciudad de Hutto por la presente demandamos que se les presente a los electores calificados de la Ciudad la pregunta de destituir (Nombre de la persona) del cargo de (Nombre del cargo).~~

~~Las acusaciones y especificaciones sobre los que se predica esta demanda para destitución son las siguientes:~~

~~Firma Nombre en letras de molde _____ Dirección, incluso el condado
_____ Fecha de Nacimiento Número de registro de votante. Se verificarán las firmas por juramento en la siguiente forma:~~

~~“ESTADO DE TEXAS _____ CONDADO DE WILLIAMSON~~

~~YO, _____, debidamente juramentado, declaro que soy uno de los firmantes de la petición más arriba; y que las declaraciones aquí dentro son ciertas, y que cada firmante que aparece a la misma fue hecha en mi presencia el día de y la fecha que afirma ser, y yo juro solemnemente que la misma es la firma genuina de la persona cuyo nombre afirma ser.~~

Otorgado y suscrito ante mí este _____ día de _____.

Condado de Williamson, Texas”

Medida P y Q*

Si las Medidas P y Q son aprobadas, la Sección 6.10 dirá:

SECCIÓN 6.10 RESULTADO DE LA ELECCIÓN DE DESTITUCIÓN

Si una mayoría de los votos emitidos en una elección de destitución están en contra de la destitución de la persona nombrada en la boleta, él o ella, continuará en su cargo por el resto de su mandato no vencido, sujeto a destitución como antes. Si una mayoría de los votos emitidos en tal elección para la destitución de la persona nombrada en la boleta, él o ella, a pesar de cualquier defecto técnico en la petición de destitución, será considerado destituido de su cargo y se llenará el cargo vacante en la manera de que se llena los cargos vacantes en el Consejo Municipal.

Un funcionario retirado de su cargo por una elección de destitución no puede suceder a sí mismo en ningún caso, o ser designado a una junta o comisión de la Ciudad, ni aparecerá en la boleta el nombre de tal funcionario para un cargo electo de la Ciudad dentro un periodo de ~~dos~~ cinco (52) años después de la fecha de la elección en la cual dicho funcionario fue retirado de su cargo.

Medida R

- d) Duración de tiempo para presentar una petición de referéndum.

Es necesario presentar una petición de referéndum dentro de ~~treinta cuarenta y cinco~~ (3045) días después de la emisión de los espacios apropiados para reconsideración de cualquier ordenanza aprobada por el Consejo Municipal. Se debe presentar las peticiones de iniciativa dentro de ~~treinta cuarenta y cinco~~ (3045) días después de la emisión de los espacios apropiados al comité de peticionarios. Se permitirá tiempo adicional como especificado en la Sección 7.04 para enmendar peticiones.

Medida S

- a) Certificado del Secretario Municipal.

Dentro de ~~diez~~ (10) quince (15) días laborales después de presentar la petición, la persona que desempeña las funciones del Secretario Municipal llenará un certificado en cuanto a su suficiencia, especificando, si es insuficiente, los datos en que forma es defectuoso e inmediatamente sobre su compleción le enviará una copia del certificado a cada miembro del comité de los peticionarios por correo registrado.

- d) Petición Insuficiente, Apelación.

Si una petición ha sido certificada como insuficiente y el comité de peticionarios no presenta aviso de intención para enmendarla como en la Sección 7.04(e), el comité

puede, dentro de ~~dos (2)~~ tres (3) días laborales después de recibir la copia de tal certificado, presentar una solicitud para pedir que el Consejo Municipal la revise. El Consejo Municipal revisará el certificado durante la próxima reunión regular después de la presentación de tal solicitud y aprobar o desaprobarla, y la determinación del Consejo Municipal será la última determinación.

e) Petición Insuficiente, Enmienda.

Una petición certificada insuficiente por una falta del número necesario de firmas válidas puede ser enmendada una vez si el comité de peticionarios presenta un aviso de intención para enmendarla con el Secretario Municipal dentro de ~~dos (2)~~ tres (3) días laborales después de recibir una copia de tal certificado, y presenta una petición complementaria con los nombres adicionales dentro de ~~dos (2) semanas~~ diez (10) días laborales después de recibir una copia de tal certificado. Tal petición suplementaria cumplirá con los requisitos de las Secciones 7.03(b) y (c). Dentro de cinco (5) días laborales después de la entrega de la petición enmendada, la persona que desempeña las funciones del Secretario Municipal llenará un certificado en cuanto a la suficiencia de la petición como enmendada y ~~dentro de veinticuatro (24) horas~~ antes del día del próximo día de negocios le enviará una copia de tal certificado a cada miembro del comité de peticionarios por correo registrado como en el caso de una petición original. La última determinación en cuanto a la suficiencia de una petición enmendada será determinada en la misma manera estipulada para peticiones originales en las Secciones 7.04(b), (c), y (d), salvo que ninguna petición, después de ser enmendada, puede ser enmendada de nuevo.

Medida T

SECCIÓN 7.06 ACCIÓN SOBRE LAS PETICIONES

a) Acción por el Consejo Municipal.

Dentro de ~~sesenta treinta (6030)~~ días después de la fecha de la petición de iniciativa o referéndum finalmente ha sido determinado suficiente, el Consejo Municipal:

- 1) aprobará una ordenanza de iniciativa sin cualquier cambio en esencia; o
- 2) revocará una ordenanza referida; o
- 3) convocará una elección sobre la ordenanza propuesta o referida como especificado en la Sección 7.06(b).

b) Presentación a los electores.

Se celebrará la elección sobre una ordenanza propuesta o referida en la próxima fecha electoral uniforme disponible como se estipula la ley estatal. Dicha elección convocada puede coincidir con una elección Municipal regular si tal elección Municipal cae dentro del periodo especificado. No se celebrarán las elecciones especiales sobre ordenanzas iniciativas o referidas más frecuentemente que cada seis (6) meses, y ninguna ordenanza sustancialmente igual a una ordenanza iniciada que ha sido derrotado sustancialmente igual a una ordenanza referida que ha sido aprobado por cualquier elección puede ser iniciado por los electores dentro de dos (2) años de la fecha de tal elección. Se proporcionarán copias de la ordenanza propuesta o referida en los centros de votación.

c) Publicación de ordenanza propuesta y referida.

La persona que desempeña las funciones del Secretario Municipal publicará por lo menos una vez en el periódico oficial de la Ciudad la ordenanza propuesta o referida dentro de quince (15) días **laborales** de la elección, y dará tales avisos y hará tales otras cosas relativas de tal elección como requerido en las elecciones municipales generales o por la ordenanza convocando dicha elección.

d) Retiro de petición.

Se puede retirar una petición de iniciativa o referéndum en cualquier momento antes del momento en que la petición ha sido determinado ser suficiente por presentarle al Secretario Municipal una solicitud de retiro firmada por un mínimo de ochenta por ciento (80%) de los miembros del comité de peticionarios. Sobre la presentación de tal solicitud, la petición no tendrá más vigencia ni vigor y se acabarán todos los procesos judiciales de las mismas.

Medida U

Sección 8.10. PROHIBICIÓN DE GASTAR MÁS DE LO PERMITIDO DE APROPRIACIONES.

No se realizará ningún pago ni se contraerá ninguna obligación contra cualquier parcela o apropiación salvo según apropiaciones autorizados y a menos que el Gerente Municipal **e y** su persona designada **certifique certifiquen** primero que hay un saldo no comprometido suficiente en tal parcela o apropiación y que fondos suficientes están o estarán disponibles para cubrir la declaración o realizar la obligación cuando se vence y es pagadera. Cualquier autorización del pago o incurriendo de obligación en violación de las provisiones de estos Estatutos será nulo y cualquier pago hecho será ilegal. Una violación de las provisiones será causa de destituir a cualquier funcionario que intencionadamente autorizó o hizo tal pago o incurrió tal obligación. Tal funcionario también puede ser responsable a la Ciudad por cualquier cantidad así pagado. Salvo como prohibido por la ley, sin embargo, no se interpretará nada en estos Estatutos para prevenir la realización o la autorización de pagos o realización de contratos para mejoras de capital que se financiará por completo o en parte por la emisión de bonos o para prevenir la realización de cualquier contrato o arrendamiento estipulando pagos más allá del fin del año fiscal, pero solo si tal acción está hecha o aprobada por ordenanza.

Medida V

SECCIÓN 11.08 ARCHIVOS DE FRANQUICIA

~~Dentro de seis (6) meses después de que estos Estatutos tengan efecto, e~~Cada servicio público y cada dueño de franquicia de servicio público presentará a la Ciudad copias certificadas de todas las franquicias poseídas o supuestas, o bajo la cual se opera tal servicio en la Ciudad. La Ciudad recopilará y mantendrá un archivo público de franquicias de servicio público.

Measure W

SECCIÓN 12.03 MIEMBROS ~~QUE PRESENTAN UNA CANDIDATURA~~

ELEGIDOS O DESIGNADOS AL CONSEJO MUNICIPAL

Ningún miembro de una Junta o Comisión continuará en tal puesto después de ser elegido ~~o designado a un cargo de la Ciudad~~ el Consejo Municipal.

Medida X y Y*

SECCIÓN 12.04 COMISIÓN DE PLANIFICACIÓN Y ZONIFICACIÓN

Habrà una Comisión de Planificación y Zonificación establecida por ordenanza ~~consistiendo~~ en siete (7) miembros sirviendo ~~mandatos de dos (2) años que el Consejo Municipal establecerà por ordenanza.~~ mandatos espaciados de tres (3) años.

Con el propósito de convertirse de mandatos de dos años a mandatos de tres años se aplicará lo siguiente: Después del 30 de junio, 2021, los Comisionados del Lugar 6 y el Lugar 7 (Alcalde) serán designados por un mandato de un año, y el Comisionado del Lugar 4 será designado por un mandato de dos años. Después del 30 de junio de 2022, el Comisionado del Lugar 1 será designado por un mandato de un año, los Comisionados para el Lugar 2 y el Lugar 5 serán designados para un mandato de dos años, y los Comisionados para los lugares 3, 6 y 7 (Alcalde) serán designados por un mandato de tres años.

La Comisión tendrá la autoridad y el requisito de:

- a) ser responsable a y servir de un cuerpo consultor al Consejo Municipal;
- b) recomendar al Consejo Municipal para su acción un mapa de zonificación oficial y recomendar cualquier cambio al mapa;
- c) ~~analizar~~ aprobar o desaprobar parcelas y planes de zonas residenciales propuestas y asegurar que todas las planas y planes cumplen con las ordenanzas de zonas residenciales y desarrollo de la Ciudad;
- d) recomendar anualmente un Programa de mejora de capital de cinco (5) años al Consejo Municipal;
- e) recomendar anualmente un plan de anexión al Consejo Municipal;
- f) revisar anualmente el Plan general para la Ciudad y recomendar al Consejo Municipal cualquier cambio; y
- g) desempeñar tales otras funciones que el Consejo Municipal le delegue debidamente de vez en cuando.

Medida Z

Medida AA

SECCIÓN 4.04 ABOGADO MUNICIPAL Y ABOGADO MUNICIPAL ADJUNTO

El Concejo Municipal designará a un abogado competente y debidamente calificado para practicar la ley en el estado de Texas, quien será el Abogado Municipal. El Abogado Municipal

permanecerá en el cargo según el criterio del Consejo Municipal. El Abogado Municipal, u otro abogado seleccionado por el Abogado Municipal con la aprobación del Consejo Municipal, representará a la Ciudad en todos los litigios. El Abogado Municipal será el asesor legal de, y abogado y defensor de, la Ciudad y todos sus funcionarios y departamentos.

El Concejo Municipal puede designar a un abogado competente y debidamente calificado para practicar la ley en el estado de Texas, quien será el Abogado Municipal Adjunto. El Abogado Municipal Adjunto permanecerá en el cargo según el criterio del Consejo Municipal. El Abogado Municipal Adjunto, u otro abogado seleccionado por el Abogado Municipal Adjunto con la aprobación del Consejo Municipal, realizará todas las acusaciones en la Corte Municipal.

RESOLUTION NO. R-2021-021

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
CALLING A GENERAL ELECTION FOR MAY 1, 2021, FOR
THE PURPOSE OF ELECTING CITY COUNCILMEMBERS
FOR PLACE 2 AND PLACE 5; DESIGNATING ELECTION
PRECINCTS AND POLLING PLACES; PROVIDING FOR
EARLY VOTING; PROVIDING FOR PERFORMANCE OF
REQUIRED ADMINISTRATIVE DUTIES; MAKING
PROVISIONS FOR THE CONDUCT OF SUCH ELECTION;
AND PROVIDING FOR OTHER MATTERS RELATED TO
SUCH ELECTION.**

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF HUTTO

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

WHEREAS, pursuant to the provisions of the Texas Election Code (as amended), other related statutes, and its Home Rule Charter, the City Council of the City of Hutto, Texas, is authorized to call a general election for the purpose of electing City Council members to Place 2 and Place 5; and

WHEREAS, the City Council has determined that Saturday, May 1, 2021, is the appropriate date for holding the election to elect the Councilmember Place 2 and Councilmember Place 5, and that such date allows sufficient time to comply with requirements of law; and

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

WHEREAS, it is hereby officially found and determined that the written public notice of the date, hour, place, purpose and subject of the meeting at which this 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 of the Texas Government Code (as amended).

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

**Section 1. ELECTION DATE, PRECINCTS AND POLLING PLACES, AND
ELECTION JUDGES.**

Election Date. A general election to elect Councilmember Place 2 and Councilmember Place 5 shall be held in the City of Hutto as prescribed by applicable law between the hours of

7:00 a.m. and 7:00 p.m. on Saturday, May 1, 2021, in accordance with the attached Order of General Election.

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

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

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

Section 2. ELECTION CLERKS.

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

Section 3. EARLY VOTING.

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

Williamson County Elections Administrator
Post Office Box 209
Georgetown, Texas 78626-0209

Applications for ballots by mail must be received not later than 5:00 p.m. on Tuesday, April 20, 2021.

Dates for Early Voting. Early voting shall commence on Monday, April 19, 2021, and continue through Tuesday, April 27, 2021, as provided by the Texas Election Code and as shown on attachments hereto.

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

Times for Early Voting. During the period in which early voting is required or permitted by law, that being April 19, 2021, through April 27, 2021, the hours designated for early voting by personal appearance shall be those designated in the attached Order of General Election.

Section 4. EARLY VOTING BALLOT BOARD.

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

Section 5. CUSTODIAN OF ELECTION RECORDS.

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

Section 6. CANDIDATES FILING PERIOD.

In accordance with Section 143.007 of the Texas Election Code the deadline for filing an application for a place on the ballot, with the City Secretary, is hereby designated as 5:00 p.m., Friday, February 12, 2021.

Section 7. VOTERS.

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

Section 8. NOTICE.

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

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

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

Section 9. VOTING DEVICES.

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

Section 10. CONDUCT ACCORDING TO STATUTES.

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

Section 11. ELECTION RESULTS.

The Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 1, 2021. The official canvass, tabulation and declaration of the results of the general election shall be conducted by the City Council at a regular or general council meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

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

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this 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 in accordance with and as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

RESOLVED on this the 4th day of February, 2021.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST

Holly Nagy, City Secretary

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

A General Election is hereby ordered to be held on May 1, 2021 for the purpose of electing Councilmembers for Place 2 and Place 5.

Applications for a place on the ballot will be accepted beginning January 13, 2021, and must be received no later than 5:00 p.m. on February 12, 2021.

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

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

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

Applications for a ballot by mail shall be mailed to:

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

Applications for ballot by mail must be received no later than the close of business on Tuesday, April 20, 2021.

Issued this the 4th day of February, 2021.

Mike Snyder, Mayor Pro Tem
City of Hutto, Texas

EXHIBIT “A”

ELECTION DAY POLLING PLACES

TBD

EXHIBIT “B”

EARLY VOTING SCHEDULE

TBD

RESOLUCIÓN NRO. R-2021-021

UNA RESOLUCIÓN DE LA CIUDAD DE HUTTO, TEXAS, PARA CONVOCAR UNA ELECCIÓN GENERAL PARA EL 1 DE MAYO DE 2021, CON EL PROPÓSITO ELEGIR CONCEJALES PARA EL LUGAR 2 Y EL LUGAR 5 DEL CONSEJO MUNICIPAL; DESIGNAR PRECINTOS ELECTORALES Y LUGARES DE VOTACIÓN; DISPONER LA VOTACIÓN ANTICIPADA; DISPONER LA EJECUCIÓN DE LAS OBLIGACIONES ADMINISTRATIVAS REQUERIDAS; DISPONER LA CELEBRACIÓN DE DICHA ELECCIÓN; Y DISPONER OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN.

ESTADO DE TEXAS

CONDADO DE WILLIAMSON

CIUDAD DE HUTTO

§
§
§
§
§

**MEDIANTE LA PRESENTE SE
INFORMA A TODOS:**

EN VISTA DE QUE, en conformidad con las disposiciones del Código Electoral de Texas (y sus enmiendas), de otras leyes relacionadas, y su Carta Orgánica de Gobierno Autónomo, el Consejo Municipal de la Ciudad de Hutto, Texas, está autorizado a convocar una elección general con el propósito de elegir Concejales para el Lugar 2 y el Lugar 5; y

EN VISTA DE QUE, el Consejo Municipal ha determinado que el sábado 1 de mayo de 2021 es la fecha adecuada para celebrar la elección para elegir un Concejál Lugar 2 y un Concejál Lugar 5, y que tal fecha permite tiempo suficiente para cumplir con los requisitos que exige la ley; y

EN VISTA DE QUE, el Consejo Municipal desea animar a todos los votantes registrados de la ciudad a votar en esta elección; y

EN VISTA DE QUE, por la presente se halla y determina oficialmente que se colocó el aviso público escrito con la fecha, la hora, el lugar, el propósito y el asunto de la asamblea en la cual se adoptó esta Resolución y que dicha asamblea estuvo abierta al público según lo requiere la ley en todos los momentos durante los que se debatieron y consideraron esta Resolución y su asunto y se actuó formalmente respecto de ellos, todo esto de acuerdo a lo requerido por la Ley de Asambleas Públicas, Capítulo 551 del Código de Gobierno de Texas (y sus enmiendas).

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE HUTTO, TEXAS, RESUELVE QUE:

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

Fecha de la elección. Una elección general para elegir al Concejal Lugar 2 y Concejal Lugar 5 se llevará a cabo en la Ciudad de Hutto según lo prescrito por la ley aplicable entre las 7:00 a.m. y las 7:00 p.m. el sábado 1 de mayo de 2021, de acuerdo a la Orden de Elección General adjunta.

Precintos y lugares de votación. Para votar el día de la elección, por la presente la Ciudad designa los precintos electorales y lugares de votación designados por el Administrador de Elecciones del Condado de Williamson, y aprobados por el Tribunal de Comisionados del Condado de Williamson, para votar dicho día de elección.

Los precintos electorales y los lugares de votación de la Ciudad designados para celebrar la elección están identificados en la Orden de Elección General adjunta, adjunto que se incorpora a la presente por referencia para todo fin.

Jueces de la elección. El Administrador de Elecciones del Condado de Williamson se encargará de dicha elección general para la Ciudad en conformidad con los términos de un Contrato de Servicios Electorales. Por la presente el Consejo Municipal designa para el término de dicha única elección, al o a los jueces presidentes y al o a los jueces alternos de la elección a aquellas personas designadas por el Administrador de Elecciones del Condado de Williamson.

Sección 2. FUNCIONARIOS ELECTORALES.

Por la presente se autoriza al juez presidente de la elección a designar a la cantidad de funcionarios electorales necesaria para asistir a la celebración adecuada de la elección, y dichos funcionarios electorales serán votantes habilitados de la Ciudad de Hutto, Texas. Si el juez presidente de la elección normalmente designado se encarga de celebrar la elección, entonces el juez presidente alterno de la elección será designado para actuar como uno de los funcionarios. La designación de dichos funcionarios incluirá una persona con fluidez en el idioma español para actuar como funcionario que asista verbalmente en español a cualquier votante que requiera dicha asistencia en las casillas electorales el día de la elección.

Sección 3. VOTACIÓN ANTICIPADA.

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

Williamson County Elections Administrator
Post Office Box 209
Georgetown, Texas 78626-0209

Las solicitudes de boletas de votación por correo deben recibirse a más tardar a las 5:00 p.m. del martes 20 de abril de 2021.

Fechas para votación anticipada. La votación anticipada comenzará el lunes 19 de abril de 2021, y seguirá hasta el martes 27 de abril de 2021, según lo dispuesto por el Código Electoral de Texas y como se muestra en los adjuntos a este documento.

Lugares para votación anticipada. La votación anticipada en persona y por correo se realizará en los lugares para votación anticipada designados por el Administrador de Elecciones del Condado de Williamson y aprobados por el Tribunal de Comisionados del Condado de Williamson.

Horarios para votación anticipada. Durante el periodo en que la votación anticipada es requerida o permitida por ley, siendo este desde el 19 de abril de 2021 hasta el 27 de abril de 2021, los horarios designados de votación anticipada en persona serán aquellos designados en la Orden de Elección General adjunta.

Sección 4. CONSEJO DE BOLETAS DE VOTACIÓN ANTICIPADA.

Por la presente se crea un Consejo de boletas de votación anticipada para procesar los resultados de la votación anticipada, y por la presente la Ciudad designa al juez presidente del Consejo de boletas de votación anticipada según lo designado por el Administrador de Elecciones del Condado de Williamson. Dicho juez presidente designará un mínimo de otros dos (2) miembros habilitados para fungir en dicho Consejo.

Sección 5. CUSTODIO DE LOS REGISTROS DE LA ELECCIÓN.

En conformidad con el Código Electoral y el Contrato de Servicios Electorales correspondiente, el Administrador de Elecciones del Condado de Williamson será designado como Custodio de los registros de la elección.

Sección 6. PERÍODO PARA PRESENTACIÓN DE CANDIDATURAS.

De acuerdo con la Sección 143.007 del Código Electoral, por la presente se declara que la fecha límite para presentar una solicitud para un lugar en la boleta de votación para esta elección general es el viernes 12 de febrero de 2021 a las 5:00 p.m.

Sección 7. VOTANTES.

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

Sección 8. AVISO.

Colocación. El aviso de esta elección general, incluida una traducción al español del mismo, se dará a través de la colocación de la documentación correspondiente en el tablero de anuncios utilizado para colocar avisos de las asambleas del Consejo Municipal, y el mismo será colocado no después del vigésimo primer (21.^{er}) día antes del día de la elección y permanecerá colocado hasta el día de la elección inclusive.

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

Autorización al Secretario de la Ciudad. Por la presente se autoriza e instruye al Secretario de la Ciudad a publicar y colocar los avisos requeridos de la manera y durante los períodos de tiempo que exige la ley.

Sección 9. APARATOS DE VOTACIÓN.

Se pueden usar sistemas de votación electrónica y los correspondientes dispositivos y equipos de votación para llevar a cabo la elección. El Administrador de Elecciones del Condado de Williamson también puede usar una estación central de conteo de acuerdo a lo dispuesto por la Sección 127.000 y siguientes, y sus enmiendas, del Código Electoral de Texas.

Sección 10. CELEBRACIÓN EN CONFORMIDAD CON LAS LEYES.

En todos los aspectos substantivos, la elección se celebrará en conformidad con las disposiciones pertinentes de la Constitución de Texas, del Código Electoral de Texas, de cualquier otra ley pertinente, y de la Carta Orgánica de Gobierno Autónomo de la Ciudad de Hutto.

Sección 11. RESULTADOS DE LA ELECCIÓN.

El Administrador de Elecciones del Condado de Williamson llevara a cabo una tabulación no oficial de los resultados al cierre de las casillas electorales el 1 de mayo de 2021. El Consejo Municipal realizara el escrutinio, la tabulación y la declaración oficiales de los resultados de la elección general en una asamblea ordinaria o extraordinaria del Consejo Municipal celebrada en conformidad con las disposiciones del Código Electoral de Texas.

Sección 12. DISPOSICIONES VARIAS.

Las disposiciones de esta Resolución son divisibles y, en caso de que una o más de las disposiciones de esta Resolución o la aplicación de ellas a alguna persona o circunstancia se determinasen inválidas, inconstitucionales o inefectivas para alguna persona o circunstancia, entonces el resto de esta Resolución de todos modos será válida y la aplicación de dicha disposición invalida a personas o circunstancias distintas de aquellas que para las que se determine invalida no se verá afectada por esto.

Por la presente el Consejo Municipal halla y declara que se colocó el aviso escrito con la fecha, la hora, el lugar y el asunto de la asamblea en la cual se adoptó esta Resolución y que dicha asamblea estuvo abierta al público según lo requiere la ley en todos los momentos durante los que se debatieron y consideraron esta Resolución y su asunto y se actuó formalmente respecto de ellos, todo esto en conformidad con la Ley de Asambleas Publicas, Capitulo 551 del Código de Gobierno de Texas (y sus enmiendas) y según lo requerido por la misma.

RESUELTO este día ___ de febrero de 2021.

CITY OF HUTTO, TEXAS

Mike Snyder, Alcalde Pro Tem

ATESTIGUA:

Holly Nagy, Secretaria de la Cuidad

ORDEN DE ELECCIÓN GENERAL CIUDAD DE HUTTO, TEXAS

Por la presente se ordena que se celebre una Elección General el 1 de mayo de 2021 con el fin de elegir Concejales para Lugar 2 y el Lugar 5.

Las solicitudes de un lugar en la boleta de votación serán aceptadas a partir del 13 de enero de 2021 y deben ser recibidas antes de las 5:00 p.m. del 12 de febrero de 2021.

El Día de Elección, la Elección General se llevará a cabo en los lugares de votación de la Ciudad para los precintos designados por el Administrador de Elecciones del Condado de Williamson y aprobados por el Tribunal de Comisionados del Condado de Williamson, todo como se muestra en el Anexo "A", que se incorpora a este documento por referencia y pasa a formar parte del mismo para todo fin y propósito. Las casillas de votación en los lugares de votación designados estarán abiertas de 7:00 a.m. a 7:00 p.m. dicho Día de Elección.

Por la presente se designa al Administrador de Elecciones del Condado de Williamson como Oficial de Votación Anticipada y Custodio de los registros de la elección. El o los jueces presidentes de cada uno de dichos lugares de votación serán los designados por el Administrador de Elecciones, y por la presente se autoriza a dicho o dichos jueces presidentes a designar funcionarios electorales adicionales (no menos de dos y no más de seis) para asistir en la celebración de dicha elección.

La votación anticipada en persona se llevará a cabo en los lugares y horarios como se designan en el Anexo "B" que se incorpora a este documento por referencia y pasa a formar parte del mismo para todo fin y propósito.

Las solicitudes de una boleta de votación por correo deben ser enviadas a:

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

Las solicitudes de boletas de votación por correo deben ser recibidas no más tarde que al cierre del horario de oficina del martes 20 de abril de 2021.

Emitido este día __ de febrero de 2021.

ANEXO “A”

LUGARES DE VOTACIÓN DEL DÍA DE ELECCIÓN

ANEXO “B”

PROGRAMA DE VOTACIÓN ANTICIPADA

City Council

AGENDA ITEM REPORT



To: City Council
Subject: A Resolution of Support by the City of Hutto, Texas for the Proposed Low-income Housing Tax Credit Project Carver Ridge Apartments, LP
Meeting: City Council - 04 Feb 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The low-income housing tax credit (LIHTC) program is one of the federal government's primary policy tools for encouraging the development and rehabilitation of affordable rental housing. These nonrefundable federal housing tax credits are awarded to developers of qualified rental projects via a competitive application process administered by state housing finance authorities.

Carver Ridge Apartments, LP has proposed a development for affordable rental housing at South of CR 137 and CR 1660, named Carver Ridge Apartments in the City of Hutto, Williamson County, Texas. Carver Ridge Apartments, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2021 Competitive 9% Housing Tax Credits for Carver Ridge Apartments.

In February 2020, the same item was before City Council with the same request, which resulted in a vote of support for the project.

FINANCIAL IMPACT:

The ultimate source of funding for the Housing Tax Credits (HTC) Program is authorized by the U.S. Treasury Department and is overseen by the Internal Revenue Service. During the time applications are being prepared for submission, local governments are often asked by developers for a resolution of support for the development, as well as, local funding or fee waivers to ensure the application is as competitive as possible when the going through the scoring process.

The City has been asked to provide a financial contribution in the form of **reduced building permit fees in the amount of Two Hundred Fifty Dollars (\$250.00)** to Carver Ridge Apartments, LP, if the Texas Department of Housing and Community Affairs award 9% Housing Tax Credits to Carver Ridge Apartments, LP.

ATTACHMENTS:

[Resolution of Support Hutto Template 2021](#)

RESOLUTION NO. R- 2021-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS SUPPORTING AN APPLICATION FROM CARVER RIDGE APARTMENTS, A LIMITED PARTNERSHIP, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR HOUSING TAX CREDITS FOR THE PROPOSED DEVELOPMENT KNOWN AS CARVER RIDGE APARTMENTS, TO BE LOCATED SOUTH OF CR 137 AND CR 1660.

WHEREAS, the City Council hereby supports a 9% Tax Credit Application being submitted by Carver Ridge Apartments, a Limited Partnership (“Carver Ridge”), to the Texas Department of Housing and Community Affairs, and;

WHEREAS, the City Council hereby supports Carver Ridge’s application for the affordable rental housing development to be located South of CR 137 and CR 1660, named Carver Ridge Apartments, and;

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

1. That in accordance with the requirements of Texas Government Code Section 2306.67071 and Texas Administrative Code Section 10.204(4), it is hereby found that: a. Notice has been provided to the governing body in accordance with Texas Government Code Section 2306.67071(a), and; b. The governing body has had sufficient opportunity to obtain a response from the applicant regarding any questions or concerns about the proposed development, and; c. The governing body has held a hearing at which public comment may be made on the proposed development in accordance with Texas Government Code Section 2306.67071(b), and; d. After due consideration of the information provided by the applicant and public comment, the governing body does not object to the proposed application.
2. That the City of Hutto, acting through its governing body, hereby confirms that it shall provide a financial contribution in the form of reduced building permit fees in the amount of Two Hundred Fifty Dollars (\$250.00) to Carver Ridge Apartments, LP, if the Texas Department of Housing and Community Affairs award 9% Housing Tax Credits to Carver Ridge Apartments, LP.
3. That the Hutto City Council hereby approves the resolution supporting an application from Carver Ridge Apartments, LP, to the Texas Department of Housing and Community Affairs for Housing Tax Credits for the proposed development known as Carver Ridge Apartments.
4. That for and on behalf of the governing body, Mike Snyder, Mayor Pro Tem, or designee, is hereby authorized, empowered and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

RESOLVED on this the 4th day of the month February, 2021.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Presentation on Temporary Signs (10.410 Signs, Hutto Unified Development Code).
Meeting: City Council - 04 Feb 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

At the request of City Council, this item is to review the Temporary Sign portion of the Hutto Unified Development Code. The temporary signs currently allowed are portable signs (A-frame or sandwich board), Banners - Seasonal, Banners- Grand Opening, Storefront window displays, real estate signage, and coming soon/construction signage. The code further regulates the quantity, size, and length of time the sign can be displayed.

The specific code section, current process for applications, and the current sign application is attached for reference.

ATTACHMENTS:

[SignPermit May 2018](#)

[Temporary Sign UDC](#)

[Sign process](#)

[Temp Signs Unified Development Code](#)



Sign Permit Application

Application Submittal Date _____

☐ Permanent

☐ Temporary

City of Hutto Development Services &
Building Division
500 W. Live Oak Street
Hutto, Texas 78634
Phone: 512-846-2640
Fax: 512-759-5962
www.huttotx.gov/developmentservices

PROJECT ADDRESS _____ Zoning _____

Legal Description - Lot _____ Block _____ Subdivision _____

TENANT/BUSINESS OWNER (*property owner or authorized agent*) This will be the City's official contact

Business Name _____ Contact Name _____

Address _____ City, State, Zip _____

Email _____ Phone _____ Fax _____

SIGN CONTRACTOR/APPLICANT

License # _____

Business Name _____ Contractors Name _____ Phone _____

Address _____ City, State, Zip _____

SIGN TYPE: If Temporary- Begin Date _____ End Date _____

REQUIRED DRAWINGS

Check all that apply:

- ☐ A-Frame
☐ Changeable
☐ Electrical
☐ Marquee
☐ Projecting
☐ Wall
☐ Banner
☐ Double-Faced
☐ Free Standing
☐ Monument
☐ Single-Faced
☐ Other

Type:

- ☐ Informational
☐ Multi-Family
☐ Multi-Tenant
☐ Shopping Center
☐ Institutional
☐ Multi-Pane
☐ Single Tenant

Site Plan-Submit a scaled site plan drawing that includes:

1. Property lines where sign is to be placed
2. Scale and north arrow
3. Location of public streets, alleys and driveways
4. Location of sign(s), existing and proposed
5. Location and dimensions of buildings on property
6. Setbacks of signs on the property lines

Elevation Drawing- For freestanding signs, submit items

1-4 - for all others submit all items

1. Dimension sign frame, sign base, including height, width, depth from grade for freestanding signs
2. Text/figure design and dimensions of the copy/wording/verbiage
3. Colors and materials of the sign (including frame, sign face and base)
4. Indicate type of illumination/lighting to be used (direct/indirect/internal) Illuminated signs require permit and details for electrical work
5. Building elevation, including dimensions of wall and existing signs
6. Location of the sign on the building(s) or relative to the building(s)
7. Details of all connections, supports, and footings.

PROJECT AND FEES

Width _____ Height _____ Total Square Feet _____

Setback from the Property Line _____ Linear Frontage of Building _____

Message _____

☐ Temporary Sign Fee is \$57 for 30 days

☐ A-Frame Sign \$37 per year

☐ Permanent Sign

Total Sq Ft _____ X \$5 per Sq Ft = \$ _____ + \$7 Tech Fee Total

Sign Permit Fee \$ _____

PROPERTY OWNER/MANAGER CONSENT:

I have reviewed and approve this sign request.

Property Owner/Manager Signature _____

Property Owner/Manager Printed Name _____

Date _____

APPLICANT AUTHORIZATION

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not. Granting a permit does not give authority to violate or cancel provisions of any other state or local law regulating construction or construction performance.

All signs must conform to the City of Hutto Sign Ordinance. Expired Temporary Banners are subject to pick-up by the City of Hutto.

Applicant Signature _____

Applicant Printed Name _____

Date _____

APPLICATION RECEIVED:	DEVELOPMENT SERVICES APPROVAL	PERMIT #	CHECK #	AMOUNT PAID \$
	APPROVED _____ DENIED _____	NOTES		
	DATE _____			

www.huttotx.gov

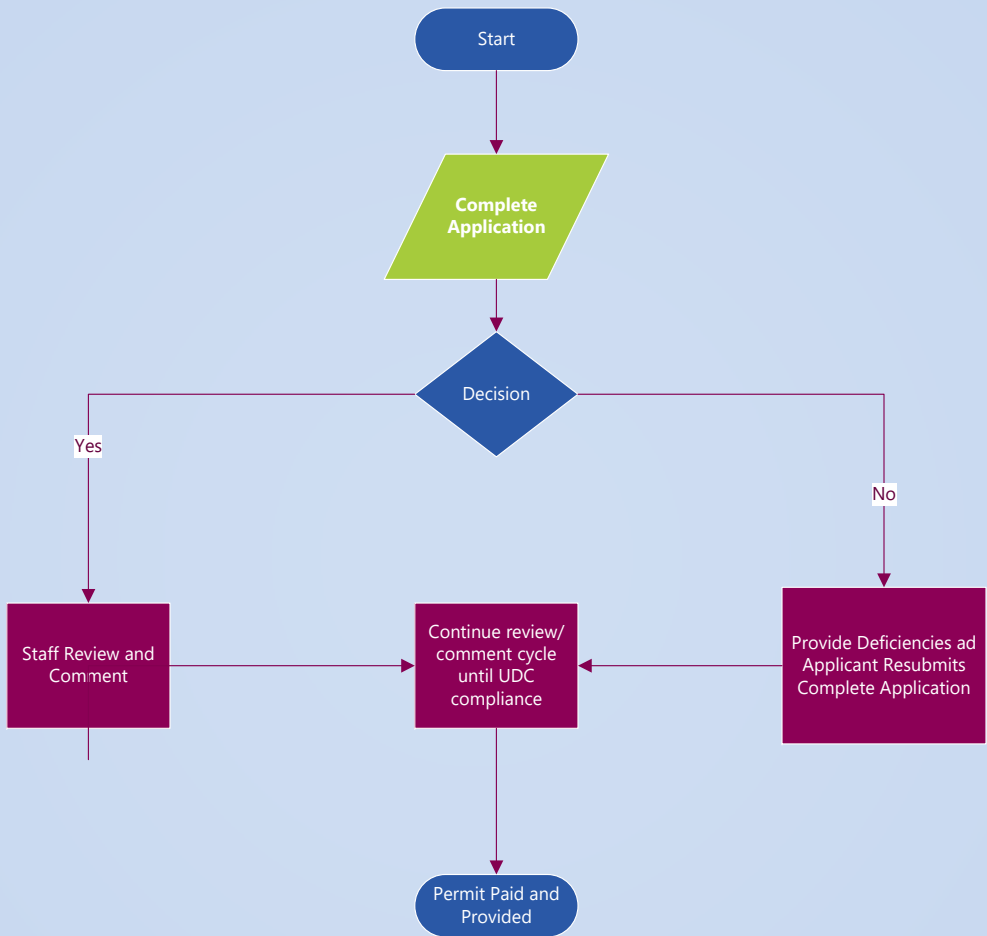
Sign Type	Maximum Number	Maximum Area	Maximum Height	Minimum Setback	Other Standards
					2. Such menu boards may be illuminated by the smallest light fixture needed to provide appropriate illumination.
xiv. Attached sign (building directory – multi-tenant buildings or sites)	1 per building	12 sq.ft.	NA	NA	1. Shall be allowed for all multi-tenant commercial and mixed use buildings only mainly to provide signage to upper floor tenants. 2. The directory sign shall be affixed on the ground floor façade of the building next to the doorway or entrance that provides access to the upper floor tenants.
xv. Painted on wall signs (murals)	Varies	Varies	NA	NA	1. Shall only be permitted through review and approval by the Historic Preservation Commission in the OT district.
Temporary Signs					
i. Portable sign (A-frame or sandwich board)	1 per tenant	12 sq.ft. per sign face	4 feet	NA	1. Sign shall be placed in front of the respective tenant space. 2. A minimum of 6 ft. of sidewalk shall remain clear. 3. Chalkboards may be used for daily changing of messages. Readerboards (electronic and non-electronic) shall be prohibited. 4. Sign shall be removed every day after the business is closed.
ii. Banners - Seasonal	1 per tenant	32 sq.ft.	NA	NA	1. Shall be permitted no more than twice in each calendar year for no more than 30 continuous days at a time.
iii. Banners - "Grand opening"	1 per tenant	64 sq.ft.	NA	NA	1. Shall be permitted one time with a new business that has obtained a certificate of occupancy from the city for no more than 45 continuous days.
iv. Storefront window displays	NA	NA	NA	NA	1. Storefront window displays shall be exempt so long as they display mannequins and merchandise being sold.
v. For sale, rent or lease sign	1 per tenant space (window) ; and 1 per site (freestanding)	32 sq.ft. per sign	6 feet for free standing signs	6 feet for free standing signs	1. Shall not block any sign triangles for driveways and streets

vi. Construction sign - "Coming Soon"	1 per site (may be	64 sq.ft.	6 feet for a freestandi	NA	
Sign Type	Maximum Number	Maximum Area	Maximum Height	Minimum Setback	Other Standards
	freestanding or sign attached to a wall or fence)		ng sign		
vii. Special event signs	1 per site	32 sq. ft. per sign	NA	NA	1. Shall be permitted to be placed no more than 4 weeks prior to the event and removed within 2 working days after the event
Exempt Signs					
i. City, state, or country flags					• No corporate logos allowed
ii. Political signs					• Shall be removed immediately after the election
iii. Traffic control or safety sign					
iv. Wayfinding signs within the public right of way					• Per any city or public agency plans
v. Directional signs internal to a site without visibility from any public street					• If adjoining any residential uses, lighting shall be minimally intrusive and directed away from residential uses to the extent possible.

10.410.5 Exempted signs

These signs are permitted in all districts, unless noted.

- Address numbers and family name identification on residences.
- City-owned/operated signs.
- Off-site directional kiosk signs authorized by the City of Hutto.
- Directional sign: one freestanding sign per curb cut in commercial and industrial districts only. Signs may be no more than 4 ft. tall and no more than 6 sq. ft. in area.
- For sale, for rent and for lease signs on vehicles, boats, trailers and other personal property.
- Garage sale signs: up to three signs, each no more than 4 sq. ft., may be displayed only while the garage sale is in progress. Garage sale signs must be placed outside of the right-of-way and public property. Garage sale signs may be placed within City of Hutto right-of-way (not County or State right-of-way) if written permission from an adjacent property owner is attached to said sign. Said garage sale sign must be removed before 5:00 PM on the last day of the sale. This amendment supersedes Chapter 8, Article 8.05 of the City of Hutto Code of Ordinances.
- Hippopotamus statues no more than 3 ft. tall painted with the name, logo and/or trademark colors of the business or sponsor displaying them.



- be on driveways, parking areas, or medians within parking areas on the premises, with the exception of political campaign signs attached to vehicles lawfully parked at the premises;
 - be attached, placed or otherwise affixed in any area designated as a planting or landscaped area or to any tree, shrub, building, pole or other improvement;
 - be placed within ten (10) ft. of the public road way adjacent to the premises;
 - be placed on the premises earlier than twenty-four (24) hours before the commencement of early voting if being placed at an early voting location or the commencement of election day voting if being placed at an election day voting location; and remain on the premises more than twenty-four (24) hours after early voting has ended if placed at an early voting location or after election day voting has ended if being placed at an election day voting location.
- Signs placed on vehicles and trailers that are parked and used primarily as a sign.
 - Signs and posters placed on trees, fences, light poles and utility poles, except parking lot zone signs on light poles.
 - Banners, pennants, balloons, streamers, and other temporary signs, except on a temporary basis as permitted in Section 10.410.7.
 - Attached signs placed on a roof or above a parapet wall of a building. This prohibition does not apply to sculptural signs.
 - Attached domed, bullnose and bubble-style awning signs.
 - Freestanding signs placed where they might obscure a clear view of traffic on intersecting streets, and traffic warning and control signals and signs.
 - Signs that closely resemble or imitate official signs and traffic control devices.
 - Signs blocking doors, windows, vents, stairs and ramps.
 - Signs built and displayed without a sign permit, if a sign permit is required.
 - Signs built from materials usually used for temporary signs (cloth, thin plastic, corrugated plastic, etc.) displayed as permanent signs, except for no more than 30 days or less in place of a damaged, removed or permitted but unbuilt sign
 - Portable signs, including signs originally built as portable signs permanently mounted on a building or the ground.
 - Snipe, spam, and bandit signs.
 - Large objects such as motor vehicles, boats, aircraft, engine blocks, home appliances, heavy equipment, industrial machinery, and similar objects used as or included in signs.
 - Signs not expressly permitted in this section or elsewhere in this code.

10.410.7 Temporary signs and displays

10.410.7.1 Temporary displays

Temporary displays may include these items, only as permitted in Section 10.410.3 and 10.410.4

- Banners, no more than 32 sq. ft.
- Banners placed over the street to identify special events of general civic interest. The banners cannot be used for commercial advertising. Sponsor identification may be displayed on no more than 25% of the banner face area.
- Pennants, streamers, and small (no more than 12 in. diameter) balloons.
- Balloons and other inflatable objects no more than 12 ft. in height. Balloons and inflatable objects cannot be placed on top of a building. Inflatable objects cannot have flailing or animated elements.
- New development marketing flags.
- Grand Opening Banners, no more than 64 sq. ft. and removed after 45 days after opening of the business.

A business may have up to ten temporary displays in a calendar year, with a time of no more than 15 days for each display. No more than two consecutive displays shall be permitted.

10.410.7.2 Construction – “Coming Soon” sign display time

Temporary signs may be displayed up to 18 months. Signs must be removed in 48 hours after construction is complete.

10.410.7.3 Real estate sign display time

Temporary signs on property for sale or rent must be removed in 48 hours after the lease or sale of the identified property.

10.410.7.4 Temporary development sign display time

- Temporary signs at developments may be displayed for up to one year, or until the last house or unit in the development is sold, whichever is later.
- Temporary development signs at rental communities may be displayed for up to one year, or until 90% of units are occupied, whichever is later.

10.410.8 Substitution of noncommercial message

Noncommercial copy may be substituted for commercial copy on any permitted sign. If noncommercial copy is substituted, the resulting sign will continue to be treated as the original commercial sign under this code and will not be treated as an outdoor advertising display. Content of noncommercial copy on a sign otherwise permitted by this code may be changed without complying with provisions required for sign copy or design approval.

10.410.9 Sign design**10.410.9.1 Color**

Colors for sign frames and supports must match the primary finish and colors of buildings on the site.

10.410.9.2 Illumination

- Illumination must be shielded so there is no glare in the public right-of-way and adjacent properties, and directed so it does not point towards the sky.
- Illumination must be steady and even over the entire sign face. The full number of lighting elements must be kept in working condition.

10.410.9.3 Materials

- Internally lit channel letters and halo lit letters are preferred for attached signs. Domed, bullnose and bubble-style awning signs, and internally illuminated box signs, are prohibited as attached signs.
- The sign base of permanent freestanding signs must match the dominant masonry surface material of the main building on the site.

10.410.9.4 Attached sign placement

- Attached signs cannot overlap features such as cornices, eaves, window and door frames, columns and other decorative elements.
- Signs must be placed at least 3 ft. from the vertical edge of a wall and other attached signs.

10.410.9.5 Attached sign height

- Attached signs must be placed entirely below the lowest point of a building's parapet wall, except signs on water towers and smokestacks.
- The lowest point of a projecting or awning sign must be at least 8 ft. above the sidewalk.

10.410.9.6 Window sign area

- Window signs may cover no more than 25% of a window area.
- Window signs are not considered in measuring the overall sign face area on a wall.

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Update and consideration and possible action on the Transportation Impact Fee.
Meeting: City Council - 04 Feb 2021
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

AIR-21-014

In July of 2018 The City of Hutto approved an Ordinance setting a Transportation Impact Fee for all new development within the City. The Ordinance included a study that was prepared which evaluated the Cities current and future transportation infrastructure needs setting up a Capital Improvement Plan, Land Use Assumptions and a subsequent maximum allowable impact fee in accordance with Texas Local Government Code 395. The Maximum Assessable Impact Fee from the study resulted in a fee of \$2,396.00 per service unit (or vehicle mile generated by a new development). The Collection rate that was set was \$1,960.78 per service unit (vehicle mile). Based on the study a new single family home would generate 5.1 vehicle miles and would therefore be assessed an impact fee of \$10,000.00. This amount is easily the highest collection rate for a transportation impact fee in the area by a large margin and I have not seen a higher fee assessed anywhere in the State. Another aspect of the Impact Fee was the impact on non-residential development. For all of the non residential developments for which the TIF was calculated the fee was in the 100's of thousands of dollars if not millions. In many cases the TIF was more than the total cost of the new construction and was easily the largest cost of development. For the large single family developments which could absorb the TIF, a TIF Credit application was submitted in which the developments reduced the cost of the TIF in many cases completely by counting other improvements such as interior Arterial Roadways, offsite water and wastewater improvements, a bridge or other improvements to reduce the TIF amount. In the time that the City was assessing the TIF we only collected a small percentage of the TIF assessed on some of the larger Single Family Developments and there was no development that occurred in the non-residential side. In early 2019 by direction of the City Manager the TIF was to not be assessed on new developments and instead the City moved to requiring TIAs to establish transportation impacts and required mitigation from development.

FINANCIAL IMPACT:

The TIF is intended to be assessed on new developments in order to recoup costs of construction for required transportation improvements necessitated by increased traffic throughout the whole City associated with new development.

POLICY IMPLICATIONS:

The intention of the TIF is to promote infrastructure and growth and to ensure that development is paying for its impact to the Cities Transportation System. However, due to the exorbitant cost of the TIF the growth in the non-residential development was halted and collection of the TIF on residential development was mostly waived by justification due to construction of other improvements which were not always related to transportation.

RECOMMENDATION:

Staff recommends that the TIF and TIF study be revisited with a Transportation Engineering consultant to verify the Vehicle Miles per Development Units table as well as the maximum assessable impact fee and the TIF ordinance be updated to reduce the impact fee to an amount that does not prohibit development for non-residential and sets a residential TIF that is more comparable to the surrounding area.

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Presentation and possible action on Water Supply Study (Samuel Ray)
Meeting: City Council - 04 Feb 2021
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

AIR-21-0017

The City is working with DCS Engineering on a Water Supply study to identify and analyze the best options for increasing the cities supply of water to meet the needs of the fast paced growth that the City is experiencing. The Water Supply study is being done to look at the Cities short, medium and long term needs and to develop a plan to capitalize on the best option or combination of options. The study is looking at a variety of available options including wholesale water agreements, expanding groundwater sources, surface water options and other innovative solutions to increase and manage the cities water supply and water demand needs. City staff has worked closely with DCS to identify the various options for and to focus the ultimate objectives of the cities water supply needs. While the study will continue with a Final Report anticipated in June the bulk of the analysis has been completed and will be ready for presentation to City Council on February 4th. The intention of the presentation will be to provide City Council with all of the information and recommendations in order to make decisions on needed projects to expand the cities water supply in the near term. While it is not anticipated that any decisions regarding moving forward with water Capital Improvement Projects will result from this presentation and meeting it is expected that the information will be sufficient to lead to a decision on commencement of water projects in the near future.

FINANCIAL IMPACT:

Water supply presentation is for informational purposes only however, it is anticipated that the information from this presentation will inform the expenditure of funds on Capital Improvement Projects to expand the cities water supply and infrastructure.

POLICY IMPLICATIONS:

Study is evaluating the cities water supply needs and will provide recommendations in order to expand the cities source water to keep up with growth within the city and do so in a cost effective and efficient manner.

RECOMMENDATION:

Presentation is for informational purposes. Staff recommends that City Council considers moving forward with funding of water CIP projects in a future meeting based on the information provided.

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, and Local Government Corporations.(City Secretary).
Meeting: City Council - 04 Feb 2021
Department: City Secretary
Staff Contact: Holly Nagy,City Secretary

BACKGROUND INFORMATION:

Mayor Pro Tem and Council:

TIRZ Board No. 1 Co-Op District will require appointments to fill the vacancies left by the passing of Mr. Paul Martin and the departure of staff member Jennifer Burrington.

TIRZ Board No. 1 is set up so that 3 appointments are made by the City, and 2 appointments are made by Williamson County. The County representatives are Commissioner Russ Boles and Mr. Scott Heselmeyer the County Treasurer. It appears as though the term of Mr. Heselmeyer has expired and I have sent an email asking if he would like to seek reappointment.

The qualifications of the TIRZ board are that they be at least 18 years of age and be a resident of Williamson County or a county adjacent to Williamson County. (Qualifications listed on page 5 of Ordinance.)

I've attached the recorded Ordinance and the TIRZ/PID structure outline for you.
Please begin thinking about possible appointments to this board.

Thank you.

ATTACHMENTS:

[Cert O-18-01-04-12A TIRZ recorded 12.19.18](#)
[Hutto Co-Op TIRZ and PID Structure vAug 30 2](#)

CERTIFICATE FOR ORDINANCE

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON
CITY OF HUTTO**

I, the undersigned, City Clerk of the City of Hutto, Texas, DO HEREBY CERTIFY as follows:

1. The City Council of said City convened in **REGULAR MEETING ON THE 4TH DAY OF JANUARY, 2018** at the designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to-wit:

Doug Gaul	MAYOR
Tom Hines	MAYOR PRO-TEM
Scott Rose	COUNCIL MEMBERS
Nate Killough	
Tim Jordan	
Lucio Valdez	
Terri Grimm	

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO
AUTHORIZING THE CREATION OF REINVESTMENT ZONE NUMBER
ONE FOR THE PURPOSE OF PROMOTING REDEVELOPMENT
WITHIN THE CORPORATE LIMITS OF THE CITY OF HUTTO**

was duly introduced and submitted to the City Council for passage and adoption. After presentation and due consideration of said Ordinance, and upon a motion being made and seconded, said Ordinance was finally passed and adopted by the City Council to be effective immediately by the following vote:

7 voted "For" 0 voted "Against" 0 absent when voting

as shown in the official minutes of the City Council for the meeting held on said date.

2. That a true, full and correct copy of the aforesaid Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting, that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the passage of said Ordinance, that the persons named in the above and

foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein, that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED THE 19th DAY OF December, 2018.



CITY SEAL



Lisa L. Brown
City Secretary, City of Hutto, Texas

ORDINANCE NO. O-18-01-04-12A

**AN ORDINANCE TO CREATE REINVESTMENT ZONE NUMBER ONE,
CITY OF HUTTO, TEXAS FOR THE PURPOSE OF PROMOTING
REDEVELOPMENT WITHIN THE CORPORATE LIMITS OF THE CITY
OF HUTTO**

WHEREAS, the City Council (the "Council") of the City of Hutto (the "City") located in Williamson County, Texas (the "County" or "Williamson County") has determined, pursuant to Chapter 311 of the Texas Tax Code (the "Code" or the "Tax Increment Financing Act") that the contiguous area lying within the corporate limits of the City, as described in Exhibit A attached hereto (the "Zone"), is predominantly open and underdeveloped and substantially arrests or impairs the sound growth of the City, requiring creation of a reinvestment zone (a "Reinvestment Zone") to promote redevelopment within the corporate limits of the City;

WHEREAS, Chapter 311 of the Code provides for the creation of reinvestment zones to promote development or redevelopment of a contiguous or noncontiguous geographic area that is in the corporate limits of a municipality, in the extra-territorial jurisdiction of a municipality, or in both, if the governing body of the city determines that development or development would not occur solely through private investment in the reasonably foreseeable future;

WHEREAS, Chapter 311 of the Code permits the Council to establish a tax increment fund to be used to pay project costs for a Reinvestment Zone with no financial risk to the City;

WHEREAS, it is the general policy of the City to encourage new development and redevelopment that might benefit its residents without obligating City funds to development infrastructure;

WHEREAS, the Council anticipates the Commissioners Court (the "Court") for Williamson County will take action by order of the Court to participate in the Zone described herein; and

WHEREAS, the Council has determined that it is in the best interest of the City and its residents to create a Reinvestment Zone.

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

1. Findings:

The City finds and determines that:

- a. Improvements in the Zone will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

- b. The area contained within the Zone meets the requirements of Section 311.005(a)(2) of the Tax Increment Financing Act.
 - c. Prior to the adoption of this Ordinance (this “Ordinance”), the City has complied with the requirements of Section 311.003 of the Tax Increment Financing Act, including preparing a preliminary reinvestment zone financing plan, holding a public hearing, and publishing notice of the public hearing not later than the seventh day before the date of the hearing in a newspaper having general circulation in the City.
- 2. Creation of the Reinvestment Zone: Pursuant to Section 311.005(a)(2) of the Tax Increment Financing Act, the City designates as “Reinvestment Zone Number One, City of Hutto, Texas,” a contiguous area lying within the corporate limits of the City, as described on Exhibit A attached hereto.
- 3. Effective Date and Termination of the Zone: The Zone shall take effect immediately upon the passage of this Ordinance. The Zone shall terminate on the earlier of:
 - a. The date the Board certifies to the City that all project costs and all tax-increment bonds or notes issued for the Zone have been paid and any money remaining in the tax-increment fund has been paid to the City and other taxing units levying taxes on property in the Zone; or
 - b. The date that there is a unanimous determination by all members of the Board that all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full.
- 4. Board of Directors: Pursuant to Sections 311.004(a)(2) and 311.009 of the Tax Increment Financing Act, the Zone shall be governed by a board of directors (the “Board”) as described below.
 - a. Number, Term, and Appointment: The Board of the Zone shall consist of five (5) members. The directors shall serve two (2) year terms. Each taxing unit other than the City and the County that levies taxes on real property in the Zone may appoint one member of the Board if the taxing unit has approved payment of all or part of the tax increment produced by the unit into the tax increment fund for the Zone. Such a taxing unit may waive its right to appoint a member of the Board. The City requests that Williamson County designate two individuals to be members of the Board and the City agrees to appoint the individuals designated by the County as members of the Board. The remaining three (3) members of the Board shall be appointed by Council. Appointment of the Board shall be by separate action of the Council. The five (5) Board member positions shall be designated as City of Hutto positions 1, 2 and 3 and Williamson County positions 4 and 5.

- b. Qualifications: To be eligible for appointment to the Board, an individual must be at least 18 years of age and be a resident of Williamson County or a county adjacent to Williamson County.
- c. Vacancies: A vacancy on the Board occurring for any reason shall be filled for the unexpired term by appointment of the governing body of the taxing unit that appointed the director who served in the vacant position.
- d. Chairperson of the Board; Officers: Each year, the Council shall appoint one member of the Board to serve as chairperson for a term of one (1) year that begins on January 1 of the following year, and the County shall appoint one member of the Board to serve as a vice-chairperson to preside in the absence of the chairperson or when there is a vacancy in the office of chairperson. The Board may elect other officers as it considers appropriate.
- e. Powers:
 - i. The Board shall make recommendations to the Council concerning the administration of the Zone pursuant to the Tax Increment Financing Act. The Council, by ordinance or resolution, may authorize the Board to exercise any of the City's powers with respect to the administration, management, or operation of the Zone or the implementation of the project plan for the Zone, except that the Council may not authorize the Board to:
 - 1. issue bonds;
 - 2. impose taxes or fees;
 - 3. exercise the power of eminent domain; or
 - 4. give final approval to the project plan for the Zone.
 - ii. The Board, the County and the Council may each enter into agreements as the Board or the Council considers necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes. An agreement may provide for the regulation or restriction of the use of land by imposing conditions, restrictions, or covenants that run with the land. An agreement may, during the term of the agreement, dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay any project costs that benefit the Zone, including project costs relating to the cost of buildings, schools, or other educational facilities owned by or on behalf of a school district, community college district, or other political subdivision of this state, railroad or transit facilities, affordable housing, remediation of conditions that contaminate public or private land or buildings, the preservation of the façade of a private or public building, the demolition of public or private buildings, or the construction of a road, sidewalk, or other public infrastructure. An

agreement may dedicate revenue from the tax increment fund to pay the costs of providing affordable housing or areas of public assembly in or out of the Zone.

- iii. The Board may exercise any power granted to the Council by Section 311.008 of the Tax Increment Financing Act, except that:
 - 1. the City, by ordinance, resolution, or order, may restrict any power granted to the Board by this chapter; and
 - 2. the Board may exercise a power granted to the City under Section 311.008(b)(2) only with the consent of the Council.
- iv. The Board may exercise any power granted to a board under Chapter 311 of the Tax Increment Financing Act.
- v. The Board and the Council may enter into a contract with a local government corporation or a political subdivision to manage the Zone or implement the project plan and reinvestment zone financing plan for the term of the agreement.
- vi. Subject to the approval of the Council and the County, the Board, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the tax increment fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the tax increment fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone. For these purposes, on approval of the City, the Board has all the powers of a municipality under Chapter 380, Local Government Code.
- vii. The Board or a local government corporation administering a reinvestment zone may contract with the City to allocate from the tax increment fund for the Zone an amount equal to the tax increment produced by the City and paid into the tax increment fund for the Zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the Zone or the development or redevelopment of the land in the Zone, regardless of whether the costs of those services are identified in the project plan or reinvestment zone financing plan for the Zone.

- viii. The Board shall keep the City and County informed of its actions and financial matters concerning the Zone.
 - f. Meetings: Meetings of the Board may be called at any time by the chairperson of the Board. Notice of any meeting may be given in writing or orally by such means as may be most convenient, but not later than three (3) days before the day of the meeting.
 - g. Quorum: A majority of the number of directors duly appointed and serving will constitute a quorum at a Board meeting.
5. Tax Increment Fund: Pursuant to Section 311.014 of the Tax Increment Financing Act, a tax increment fund for the Zone shall be created and managed by the City as follows:
- a. In addition to the deposits required by Section 311.013 of the Tax Increment Financing Act, all revenues from the sale of tax increment bonds or notes, revenues from the sale of any property acquired as part of the tax increment financing plan, and other revenues to be used in the Zone shall be deposited in the tax increment fund ("Fund") for the Zone.
 - b. Money may be disbursed from the Fund only to satisfy claims of holders of tax increment bonds or notes issued for the Zone, to pay project costs for the Zone, to make payments pursuant to an agreement made under Section 311.010(b) of the Tax Increment Financing Act dedicating revenue from the tax increment fund, or to repay other obligations incurred for the Zone.
 - c. Subject to an agreement with the holders of tax increment bonds or notes, money in the Fund may be temporarily invested in the same manner as other funds of the City.
 - d. After all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid, and subject to any agreement with bondholders, any money remaining in the Fund shall be paid to the City, the County and other taxing units levying taxes on property in the Zone in proportion to the City's, the County's and each other unit's respective share of the total amount of tax increments derived from taxable real property in the Zone that were deposited in the Fund during the Fund's existence.
 - e. A taxing unit that levies taxes on real property in the Zone may make a loan to the Board for deposit in the Fund for the Zone if the governing body for the taxing unit determines that the loan is beneficial to, and serves a public purpose of, the taxing unit. The loan is payable on the terms agreed to by the taxing unit, or an instrumentality of the taxing unit if applicable, and the Board. Such a loan:

- i. is not considered to be a tax increment bond or note under Section 311.015 of the Tax Increment Financing Act; and
 - ii. is considered to be:
 1. an authorized investment under Chapter 2256, Government Code; and
 2. an obligation incurred for the Zone.
6. Repeal: All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.
8. Effective: This Ordinance shall be published **January 10, 2018** and **January 14, 2018** and become effective in accordance with the laws of the State of Texas on the **14th day of January, 2018**.

READ, CONSIDERED, PASSED, AND APPROVED ON FIRST READING by the City Council of the City of Hutto at a regular meeting on the 21st day of December, 2017, at which a quorum was present and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.

READ, CONSIDERED, PASSED, APPROVED and ADOPTED ON SECOND and FINAL READING by the City Council of the City of Hutto at a regular meeting on the 4th day of January, 2018, at which a quorum was present and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.


Doug Gaul, Mayor

ATTEST:

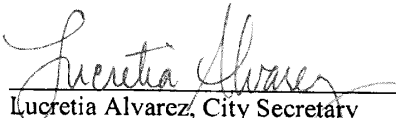

Lucretia Alvarez, City Secretary

EXHIBIT "A "

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 40.4913 ACRES (1,763,802 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 2.814 ACRES TRACT CONVEYED TO W L D PETERSON INVESTMENTS-HUTTO, LLC IN DOCUMENT NO. 20150148567 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 8.62 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2008077696 (O.P.R.W.C.T.), SAID TRACT BEING A PORTION OF LOT 23 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T.), AND BEING A PORTION OF LIVE OAK STREET (RIGHT-OF-WAY VARIES), AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, OF SAID HUTTO SQUARE COMMERCIAL LOTS, AND BEING ALL OF A CALLED 11.157 ACRE TRACT (DESCRIBED AS TRACT I, SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T.)), AND BEING A PORTION OF PECAN STREET (50' RIGHT-OF-WAY), AND BEING ALL OF A CALLED 1.256 ACRE TRACT (DESCRIBED AS TRACT II), SAID TRACT II BEING ALL OF LOTS 7 THROUGH 12, BLOCK 8, I. & G. N. RAILROAD ADDITION, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 251 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND BEING ALL OF A 1.364 ACRE TRACT (DESCRIBED AS TRACT III) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.691 ACRE TRACT (DESCRIBED AS TRACT IV) SAID TRACT IV BEING ALL OF LOTS 1-4 AND A PORTION OF LOT 5, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, SAVE AND EXCEPT THE PORTION OF SAID LOTS 4 AND 5 CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2003044735 (O.P.R.W.C.T.), SAID TRACTS I-IV CONVEYED TO THE CITY OF HUTTO, TEXAS, IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T.), AND BEING A PORTION OF SHORT STREET (50' RIGHT-OF-WAY), AND BEING A PORTION OF U.S. HIGHWAY 79 (RIGHT-OF-WAY VARIES), AND BEING ALL OF A 0.02 ACRE TRACT (DESCRIBED AS TRACT 2) AND A CALLED 0.01 ACRE TRACT (DESCRIBED AS TRACT 4) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T.), SAID TRACTS 2 AND 4 BEING A PORTION OF AN ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N.

4WARD
Land Surveying

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jward@4wards.com
www.4wards.com

RAILROAD ADDITION (SAID TRACTS 2 AND 4 INCORRECTLY REFERENCED IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T) THE ALLEY TO BE 20' WIDE), AND BEING A PORTION OF THE ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, AND BEING ALL OF A CALLED 1.442 ACRE TRACT (DESCRIBED AS TRACT II) AND A CALLED 2.919 ACRE TRACT (DESCRIBED AS TRACT III) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2004003059 (O.P.R.W.C.T), AND BEING ALL OF TRACTS NO. 1-4 CONVEYED TO HUTTO VOLUNTEER FIRE DEPARTMENT IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.093 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2016079125 (O.P.R.W.C.T), SAID 0.093 ACRE TRACT BEING A PORTION OF LOT 1, LOT 7 AND AN ALLEY (21' RIGHT-OF-WAY, VACATED PER DOCUMENT NO. 2015052472 (O.P.R.W.C.T)) IN BLOCK 9 OF SAID I. & G. N. RAILROAD ADDITION, AND BEING ALL OF A TRACT DESCRIBED AS A PORTION OF LOTS 5 & 6, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 1997029237 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.03 ACRE TRACT CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2003044735 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.03 ACRE TRACT CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2000009118 (O.P.R.W.C.T), SAID 0.03 ACRE TRACT BEING A PORTION OF AN ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION (SAID DOCUMENT NO. 2000009118 (O.P.R.W.C.T) INCORRECTLY REFERENCES THE ALLEY TO BE 20' WIDE), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T), AND BEING ALL OF LOT 14 OF THE HUTTO EXCHANGE, RECORDED IN CABINET G, SLIDES 185-186 (P.R.W.C.T.), SAID 40.4913 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod with illegible cap found in the east right-of-way of Exchange Boulevard (right-of-way varies), being the northwest corner of said W L D Peterson Investments tract, and being the southwest corner of Block "A" Hutto Square Section 1, a subdivision recorded in Cabinet W, Slide 263-267 (P.R.W.C.T.), and being the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, with the south line of Block A of said Hutto Square Section 1, and with the north line of said W L D Investments tract, and with the north line of Lot 23, Block A, of said Hutto Square Commercial Lots, and in part with the north lines of said City of Hutto 8.62 acre and 11.157 acre tract, **S83°12'42"E**, a distance of **1,185.52** feet to a 1/2-inch iron rod with illegible cap found for the northeast corner hereof, said point being in the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts;

THENCE, with the east lines of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, **S07°51'48"W**, a distance of **43.14** feet to a calculated point for an angle point hereof,

being the southwest corner of said Block 13, I & GN Railroad Addition, said point being in the north right-of-way line of said W. Live Oak Street (right-of-way varies);

THENCE, with the north right-of-way line of said W. Live Oak Street and the south line of said Block 13, I & GN Railroad Addition, **N77°15'31"E**, a distance of **265.09** feet to a calculated point for the northeast corner hereof, being the southeast corner of said Block 13, I & GN Railroad Addition, and being in the west right-of-way line of West Street (80' right-of-way);

THENCE, in part over and across said W. Live Oak Street, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, in part over and across said Pecan Street, with the east line of said Hutto Volunteer Fire Department tract, the east line of said 0.03 acre vacated 20' Alley, the east line of said portion of Lots 5 and 6, Block 8 Railroad Addition being the east line of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), **S12°33'09"E**, a distance of **566.05** feet to a calculated point for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.);

THENCE, leaving the west right-of-way line of said West Street and the east line of Lot 6, Block 8 of said I. & G. N. Railroad Addition, with the south line of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), **S77°14'55"W**, a distance of **79.26** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the southwest corner of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), and being the northwest corner of a said Cast tract, and being the southeast corner of said 0.03 acre Copeland tract, and being a northeast corner of the remainder of said 0.691 acre City of Hutto tract;

THENCE, with the common line of said Cast tract and 0.691 acre City of Hutto tract, **S14°18'53"E**, a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being in the south line of Lot 5, Block 8 of said I. & G. N. Railroad Addition, and being the southwest corner of said Cast tract, and being the southeast corner of said 0.691 acre City of Hutto tract;

THENCE, with the north right-of-way line of said Farley Street, and with the south line of Block 8 of said I. & G. N. Railroad Addition and said 0.691 acre City of Hutto tract, **S77°03'02"W**, a distance of **192.83** feet to a calculated point for an interior ell-corner hereof, said point being at the intersection of the north right-of-way line of said Farley Street with the east right-of-way line of said Short Street (50' right-of-way);

THENCE, with the east right-of-way line of said Short Street, in part over and across said U. S. Highway 79, **S12°42'36"E**, a distance of **434.49** feet to a calculated point for the southeast corner hereof, being in the south right-of-way line of said U.S. Highway 79 (right-of-way varies), and being the southeast corner of said 1.364 acre City of Hutto tract;

THENCE, with the south right-of-way line of said US Highway 79, the following four (4) courses and distances:

- 1) **87.79** Feet along the arc of a curve to the left, having a radius of **2,824.79** feet, and a chord which bears **S72°55'16"W**, a distance of **87.78** feet to a calculated point for a point of tangency hereof,
- 2) **S72°19'10"W**, a distance of **324.82** feet to a calculated point for a point of curvature hereof,

- 3) **253.45** Feet along the arc of a curve to the right, having a radius of **2,904.42** feet, and a chord which bears **S74°47'49"W**, a distance of **253.37** feet to a calculated point for a point of tangency hereof, and
- 4) **S77°20'10"W**, a distance of **278.92** feet to a calculated point for the southwest corner hereof;

THENCE, leaving the south right-of-way line of said U.S. Highway 79, in part over and across said U. S. Highway 79, and in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west lines of said 1.442 acre, said 2.919 acre and said 11.157 acre City of Hutto tracts, **N07°31'47"E**, a distance of **407.06** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being in the west line of said 11.157 acre City of Hutto tract, and being at the northeast corner of said Lot 25A, and being a southeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the common line of said Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract, **N86°13'57"W**, a distance of **307.47** feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, said point being in the east line of Lot 14 of the Hutto Exchange, recorded in Cabinet G, Slides 185-186 (P.R.W.C.T.), and being the common west corner of Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the east and south lines of said Lot 14, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard (right-of-way varies), the following three (3) courses and distances:

- 1) **S07°20'38"W**, a distance of **37.49** feet to a calculated point for an exterior ell-corner hereof,
- 2) **N79°31'52"W**, a distance of **188.64** feet to a calculated point for an angle point hereof, and
- 3) **N67°36'52"W**, a distance of **211.01** feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being the southwest corner of said Lot 14;

THENCE, with the east right-of-way line of said Exchange Boulevard and the west line of said Lot 14, the following four (4) courses and distances:

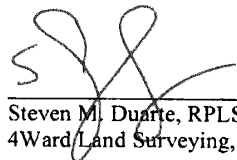
- 1) **15.69** Feet along the arc of a curve to the left, having a radius of **680.00** feet, and a chord which bears **N07°41'36"W**, a distance of **15.69** feet to a calculated point for a point of reverse curvature hereof,
- 2) **193.73** Feet along the arc of a curve to the right, having a radius of **370.00** feet, and a chord which bears **N06°38'44"E**, a distance of **191.52** feet to a mag nail in asphalt found for a point of reverse curvature hereof,
- 3) **96.13** Feet along the arc of a curve to the left, having a radius of **430.00** feet, and a chord which bears **N15°13'50"E**, a distance of **95.93** feet to a chiseled "X" found in concrete for a point of non-tangency hereof, and
- 4) **S83°05'40"E**, a distance of **5.40** feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of said Lot 14, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

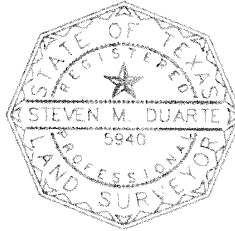
THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, and in part the west line of said W L D Peterson Investments tract, the following six (6) courses and distances:

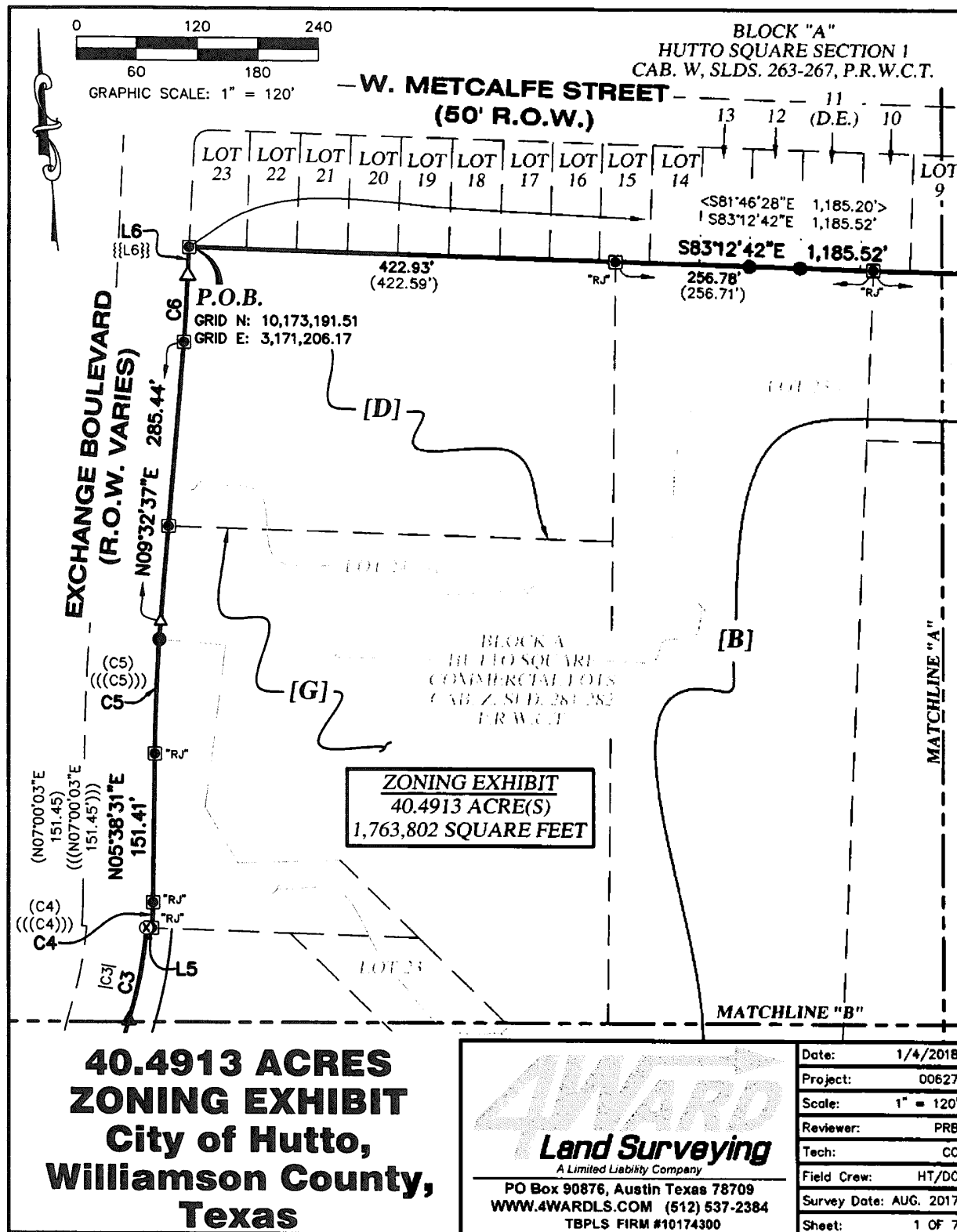
- 1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
- 2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
- 3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a 1/2-inch iron rod found at a point of tangency hereof, and
- 4) **N09°32'57"E**, a distance of **285.44** feet to a 1/2-inch iron rod with illegible cap found in the east line of said W L D Petersen tract;
- 5) **67.91** Feet along the arc of a curve to the left, having a radius of **2,035.00** feet, and a chord which bears **N08°13'05"E**, a distance of **67.91** feet to a calculated point for a point of tangency hereof,
- 6) **N07°15'38"E**, a distance of 28.90 feet to the **POINT OF BEGINNING** and containing 40.4913 Acres (1,763,802 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_rev2.dwg).

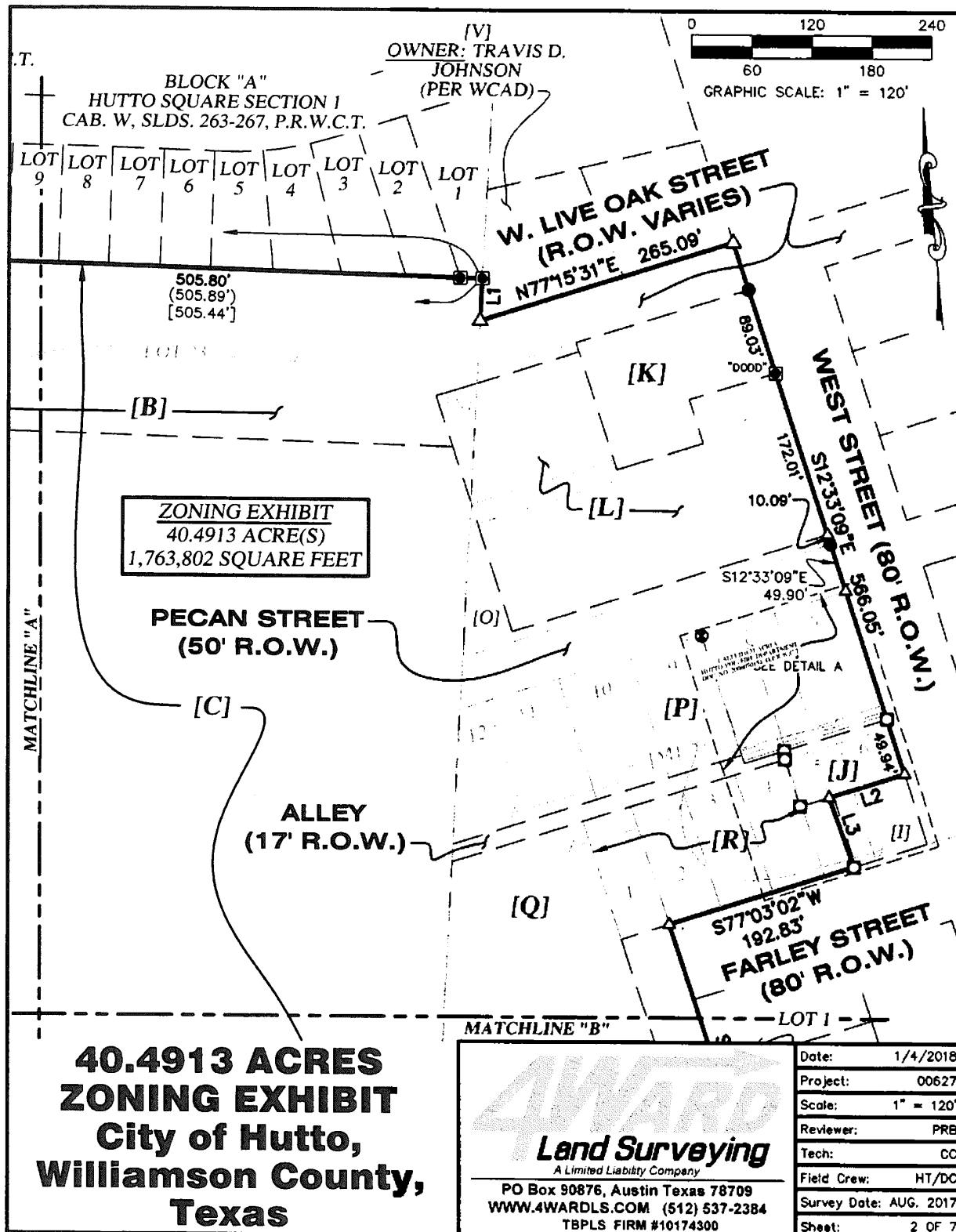
 1/4/2018
 Steven M. Duarte, RPLS #5940
 4Ward Land Surveying, LLC





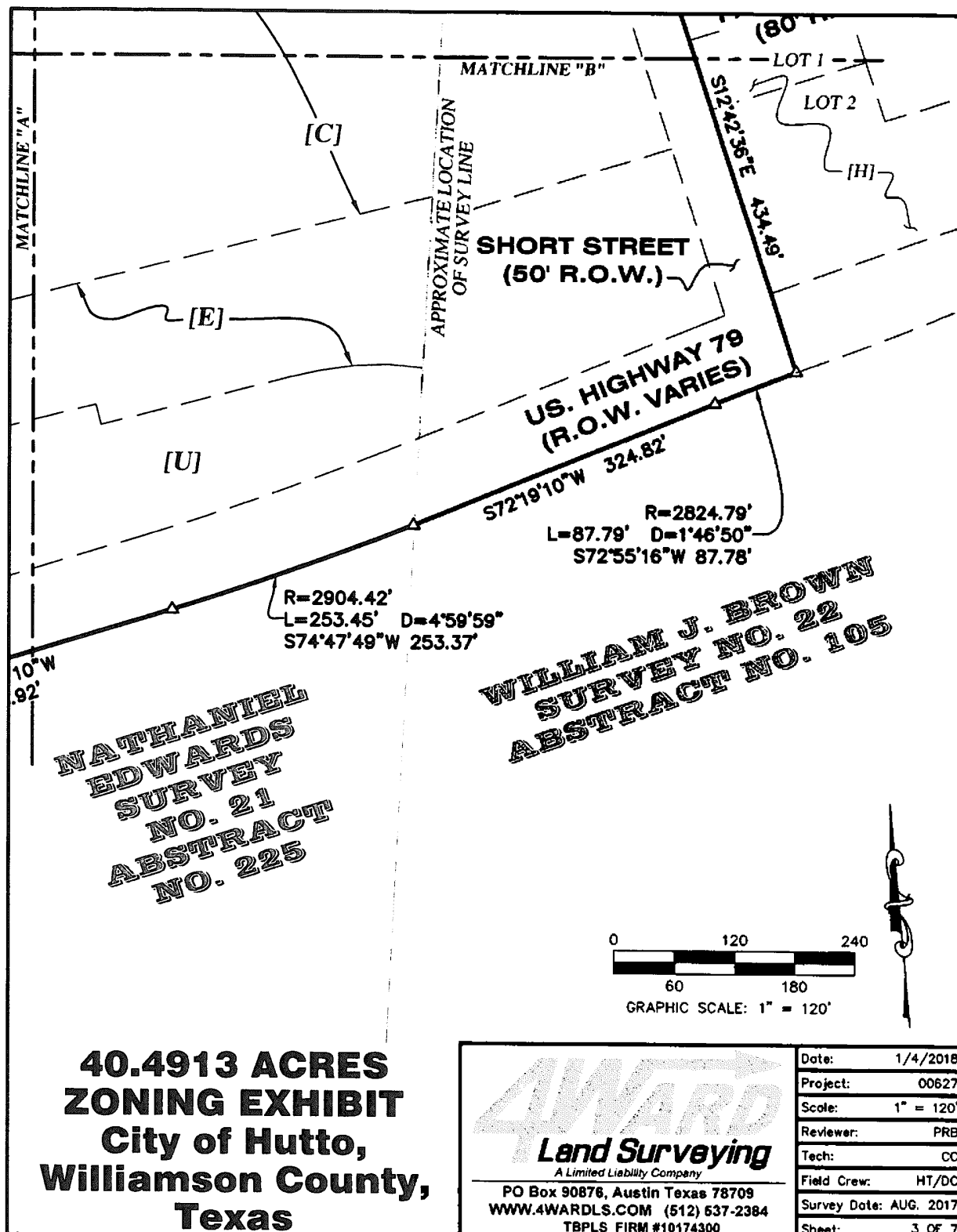
RECORDERS MEMORANDUM

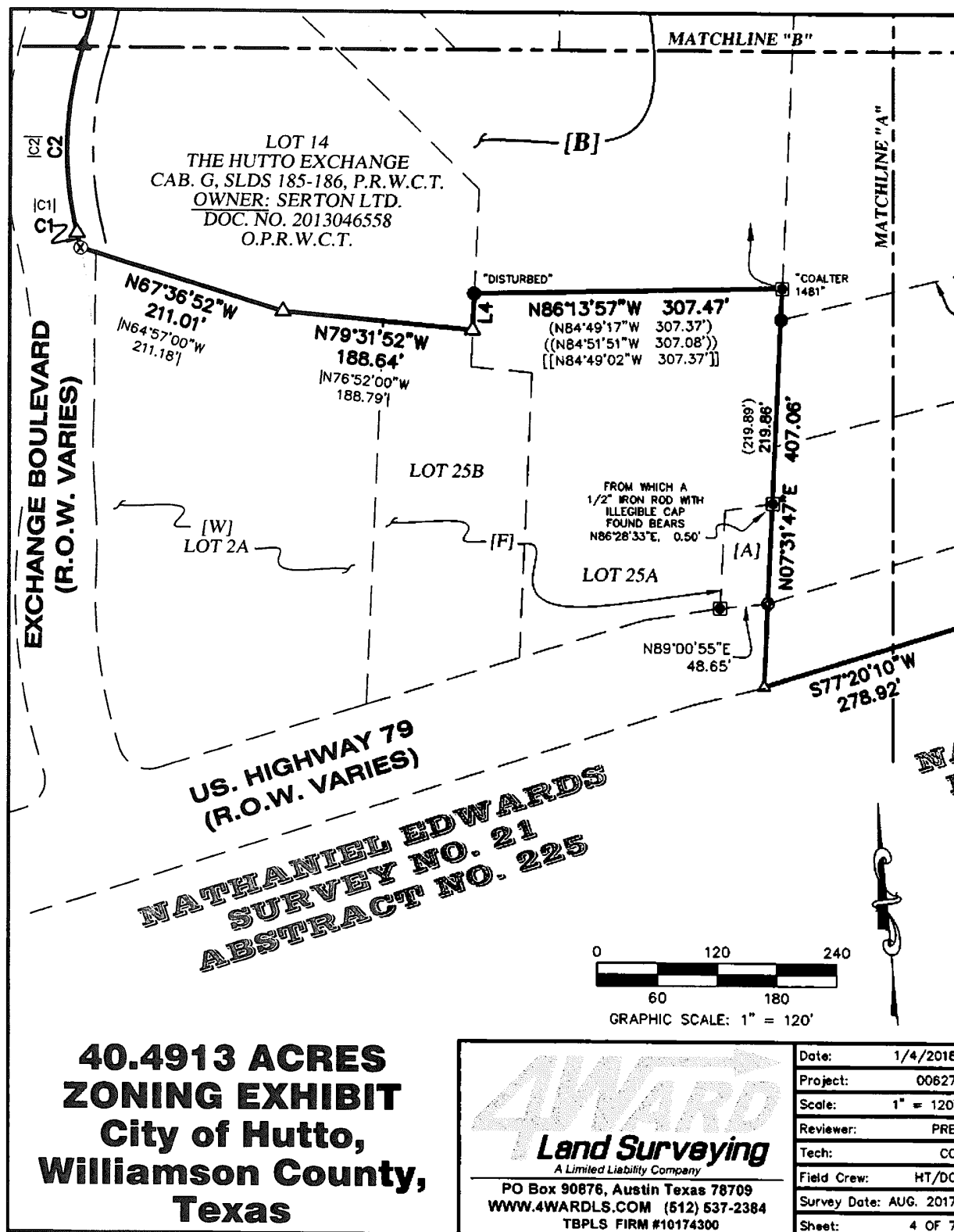
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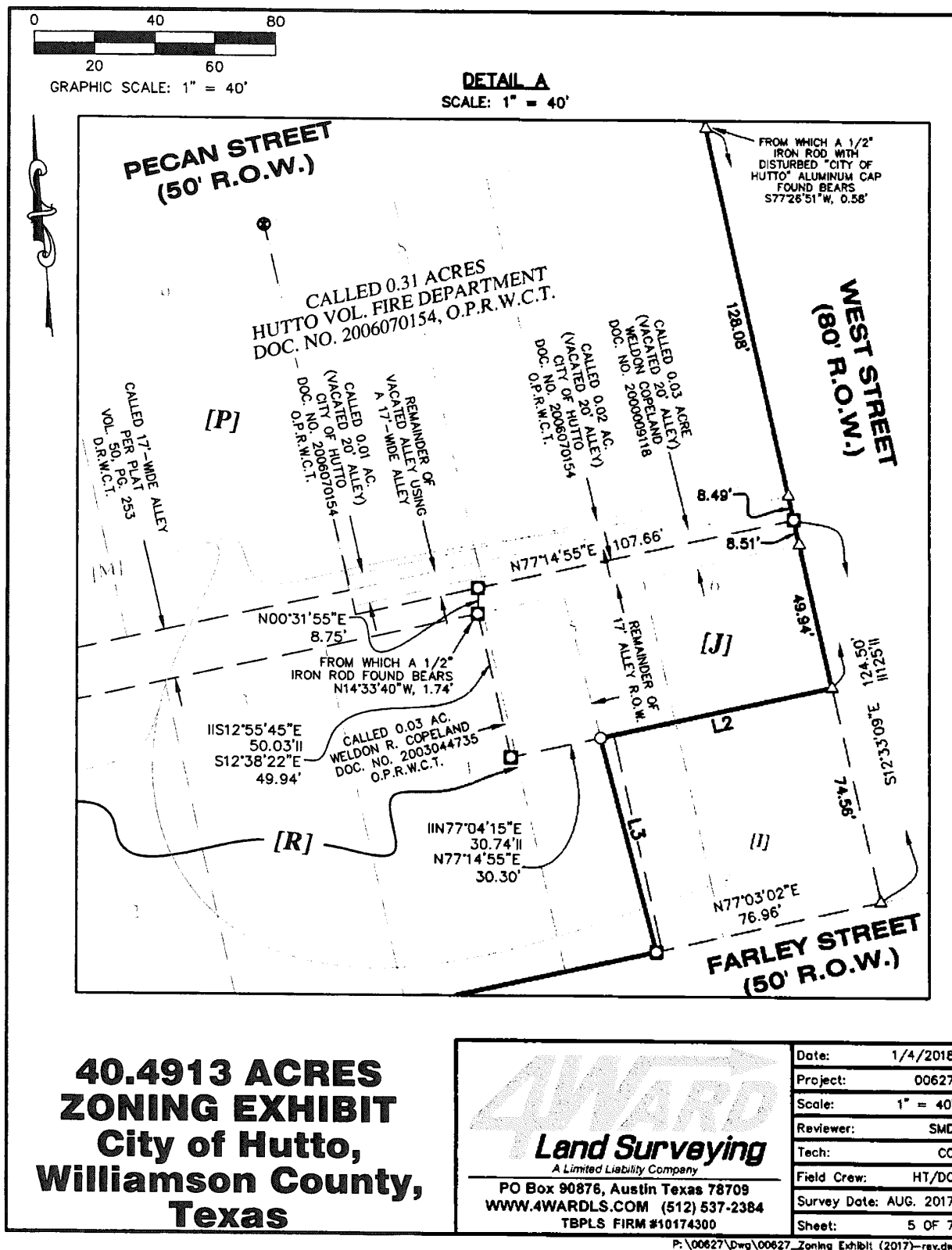
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clearly legible for satisfactory recordation





RECORDERS MEMORANDUM

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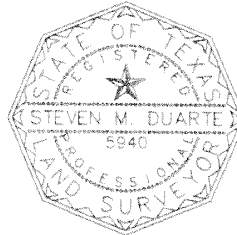


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S07°51'48"W	43.14'
L2	S77°14'55"W	79.26'
L3	S14°18'53"E	74.85'
L4	S07°20'38"W	37.49'
L5	S83°05'40"E	5.40'
L6	N07°15'38"E	28.90'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
{{L6}}	N09°00'52"E	28.95'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	15.69'	680.00'	1°19'19"	N07°41'36"W	15.69'
C2	193.73'	370.00'	29°59'57"	N06°38'44"E	191.52'
C3	96.13'	430.00'	12°48'33"	N15°13'50"E	95.93'
C4	25.84'	435.00'	3°24'12"	N07°40'10"E	25.83'
C5	134.63'	1,965.00'	3°55'33"	N07°27'50"E	134.61'
C6	67.91'	2,035.00'	1°54'43"	N08°13'05"E	67.91'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	15.69'	680.00'	1°19'19"	N04°50'20"W	15.69'
C2	193.74'	370.00'	30°00'02"	N09°30'00"E	191.53'
C3	95.84'	430.00'	12°46'12"	N18°06'54"E	95.64'
(C4)	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
((C4)))	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
(C5)	134.74'	1,965.00'	3°55'44"	N08°57'55"E	134.72'



1/4/2018

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83. ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS.

**40.4913 ACRES
ZONING EXHIBIT
City of Hutto,
Williamson County,
Texas**

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

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	6 OF 7

P:\00627\Drawg\00627_Zoning Exhibit (2017)-rev.dwg

[A] CALLED 0.11 ACRE
OWNER: ATMOS ENERGY
(PER WCAD)
VOL. 238, PG. 172,
O.P.R.W.C.T.

[B] CALLED 8.62 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2008077696
O.P.R.W.C.T.

[C] CALLED 11.157 ACRES
(TRACT I)
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[D] CALLED 2.814 ACRES
OWNER: W L D PETERSEN
INVESTMENTS-HUTTO, LLC
DOC. NO. 2015048567
O.P.R.W.C.T.

[E] CALLED 2.919 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2004003059
O.P.R.W.C.T.

[F] BLOCK A, HUTTO
SQUARE
COMMERCIAL LOTS PHASE B
CAB. BB, SLDS. 184-186
P.R.W.C.T.

[G] CALLED 4.43 ACRES
OWNER: WILLIAMSON
COUNTY
DOC. NO. 2005053311
O.P.R.W.C.T.

[H] BLOCK 1, AMENDED
PLAT OF
LOTS 1 THROUGH 9,
INCLUSIVE,
AND LOTS 12, 13, AND 14,
AND
THE 17-FOOT ALLEY IN
BLOCK 1
OF I&GN RAILROAD
ADDITION
ORIGINAL CITY OF HUTTO
CAB. EE, SLD. 293,
P.R.W.C.T.

[I] CALLED 0.13 ACRE
PART OF LOTS 5 AND 6
BLOCK 8, I & GN RAILROAD
ADDITION
OWNER: JASPAS PROPERTIES,
LLC
DOC. NO. 2008077200,
O.P.R.W.C.T.

[J] PART OF LOTS 5 AND 6
BLOCK 8 I & G RAILROAD ADDN
OWNER: WELDON R. COPELAND
DOC. NO. 1997029237,
O.P.R.W.C.T.

[K] CALLED 0.464 ACRE
OWNER: HILL COUNTRY
BIBLE CHURCH HUTTO
DOC. NO. 2016077686,
O.P.R.W.C.T.

[L] LOT 1A, BLOCK 9
RAILROAD ADDITION
LOTS 1-4, 5 (S/PT)
AND 7, BLOCK 9 AMENDED
PLAT NO. 2015080695
DOC. O.P.R.W.C.T.

[M] I & GN RAILROAD
ADDITION
ORIGINAL MAP OF HUTTO
LOTS 1-12, BLOCK 8
VOL. 50, PG. 253, D.R.W.C.T.

[N] CALLED 0.055 ACRE
OWNER: HILL COUNTRY
BIBLE CHURCH HUTTO
DOC. NO. 2017025032,
DOD. O.P.R.W.C.T.

[O] CALLED 0.093 ACRE
OWNER: CITY OF HUTTO
DOC. NO. 2016079125
DOD. O.P.R.W.C.T.

[P] CALLED 1.256 ACRE
(DESCRIBED AS TRACT II)
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[Q] CALLED 1.364 ACRE
(DESCRIBED AS TRACT III)
CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[R] CALLED 0.691 ACRE
TRACT (DESCRIBED AS
TRACT IV) LOTS 1-4 & A
PORTION OF LOT 5, BLOCK 8
I & G RR ADDITION
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[U] CALLED 1.442 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2004003059,
O.P.R.W.C.T.

[V] PORTION OF LOT 1,
BLOCK
13, I & GN RAILROAD
ADDITION
VOL. 50, PG. 253, D.R.W.C.T.

[W] RESUBDIVISION OF LOT 2
THE HUTTO EXCHANGE
CAB. AA, SLDS. 211
P.R.W.C.T.

[X] REAMINDER OF TRACT
DESCRIBED IN VOL. 1159, PG.
563 D.R.W.C.T.

[Y] OWNER: ELEDA GONZALES
DOC. NO. 2012046524,
O.P.R.W.C.T.

LEGEND

	PROPERTY LINE	P.O.B.	POINT OF BEGINNING
— — — — —	EXISTING PROPERTY LINES		
- - - - -	EXISTING EASEMENTS	{.....}	RECORD INFORMATION PER DOC. NO. 2016077686
○	1/2" IRON ROD WITH "WARD-5811" CAP SET	{(.....)}	RECORD INFORMATION PER DOC. NO. 2008077200
●	1/2" IRON ROD FOUND (UNLESS NOTED)		RECORD INFORMATION PER PLAT CAB. G, SLD. 185
⊗	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)		RECORD INFORMATION PER PLAT VOL. 50, PG. 253
⊗	CHISELED "X" FOUND IN CONCRETE	{.....}	RECORD INFORMATION PER DEED DOC. NO. 2017025032
⊗	TXDOT TYPE II BRASS DISC FOUND	(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
△	CALCULATED POINT	((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
⊗	COTTON SPINDLE FOUND	((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
▲	MAG NAIL FOUND	((.....))	RECORD INFORMATION PER DEED DOC. NO. 2005053311
⊗	MAG WITH "WARD-5811" WASHER SET	{(.....)}	RECORD INFORMATION PER DEED DOC. NO. 2003119272
□	1/2" IRON ROD WITH "CITY OF HUTTO - PROPERTY CORNER" ALUMINUM CAP FOUND	{(.....)}	RECORD INFORMATION PER PLAT CAB. BB, SLDS. 184-186
DOC. #	DOCUMENT NUMBER	[[.....]]	RECORD INFORMATION PER PLAT DOC. NO. 2015080695
P.U.E.	PUBLIC UTILITY EASEMENT	[[[.....]]]	RECORD INFORMATION PER PLAT CAB. W, SLDS. 263-264
B.L.	BUILDING LINE	<.....>	RECORD INFORMATION PER DEED DOC. NO. 2016079125
VOL./PG.	VOLUME, PAGE	<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2004003059
CAB./SLD.	CABINET, SLIDE	<<<.....>>>	RECORD INFORMATION PER TX DOT R.O.W. MAP
R.O.W.	RIGHT-OF-WAY	{(.....)}	RECORD INFORMATION PER PLAT CAB. AA, SLD. 211
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS		RECORD INFORMATION PER DEED DOC. NO. 2015048567
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS	{(.....)}	
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS	{(.....)}	

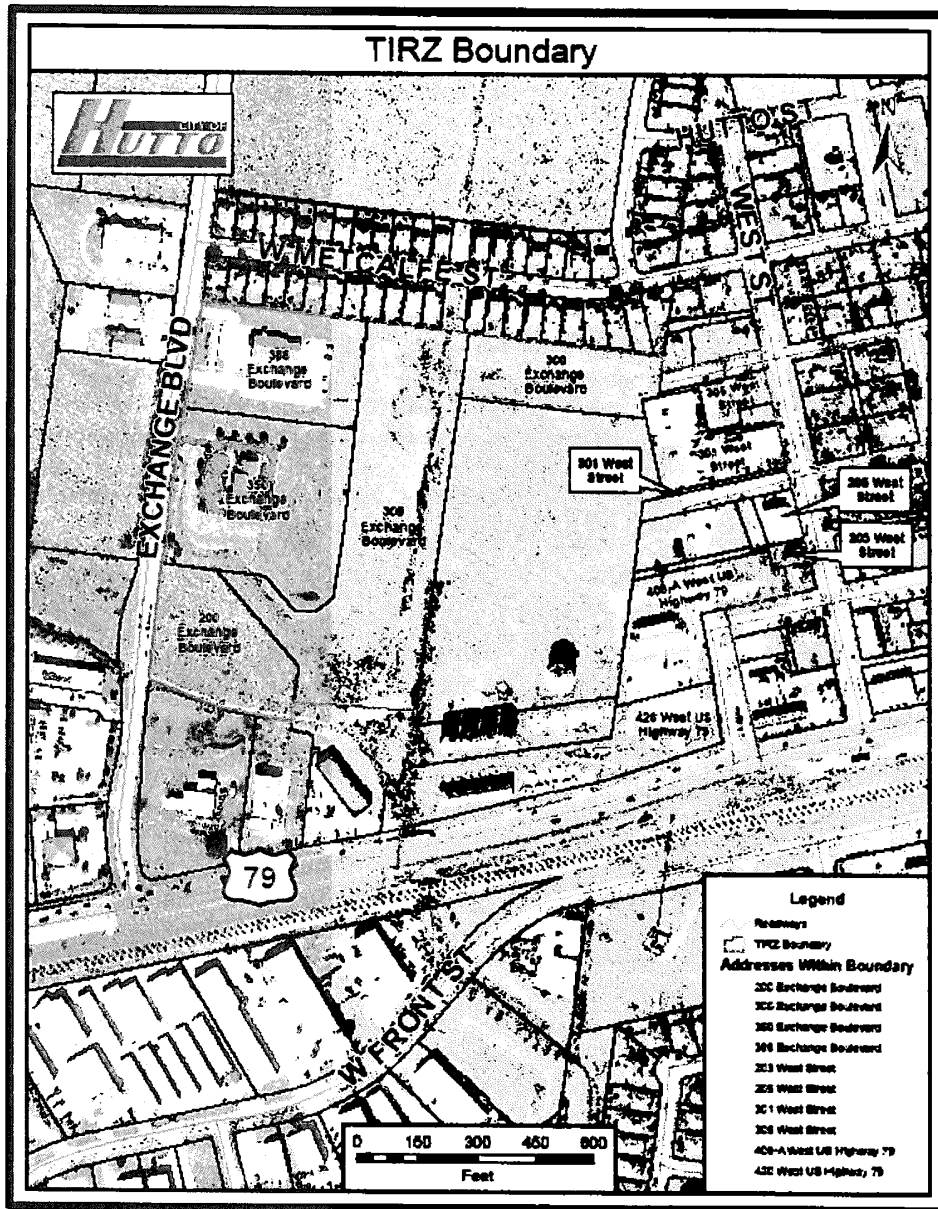
**40.4913 ACRES
ZONING EXHIBIT
City of Hutto,
Williamson County,
Texas**

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

Date: 1/4/2018
Project: 00627
Scale: 1" = 120'
Reviewer: SMD
Tech: CC
Field Crew: HT/DC
Survey Date: AUG. 2017
Sheet: 7 OF 7

P:\00627\Drawg\00627_Zoning Exhibit (2017)-rev.dwg

TIRZ Boundary Map



RECORDERS MEMORANDUM

Page 22 of 64

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clearly legible for satisfactory recordation

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2018110928

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12/19/2018 11:25 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Hutto Co-Op TIRZ and PID Structure

TIRZ Zone One

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TIRZ Party	Increment Type	Contribution	Term
Williamson County*	Ad Valorem	50%	20 years
City of Hutto	Ad Valorem	60%	40 years
Hutto EDC Type B	Sales Tax	50%	30 years

Increment captured only on development within TIRZ Zone

* Capped at \$5.5 million, and increment excludes Debt Service Rate

Tax Increment Fund



Hutto Co-Op PID



PID Bonds**
finance
Authorized
Improvements

** Not issued by City of Hutto

BOARDS AND COMMISSIONS MASTER LIST as of 2/4/21					
			Term Ends		
Council Member Place 1		Robin Sutton	May-23		
Council Member Place 2		Dan Thornton	May-21		
Council Member Place 3		Mike Snyder	May-22		
Council Member Place 4		Peter Gordon	May-23		
Council Member Place 5		Patti Martinez	May-21		
Council Member Place 6		Tanner Rose	May-22		
Mayor		Vacant	May-22		
Planning & Zoning Commission					
Meets: 1st Tuesday @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per Charter					
Staff Liasion: Ashley Lumpkin					
Council Liasion: Peter Gordon					
				Appointed	Term Ends
Place 1	Jericka	Lawyer	Commissioner	2-Jul-20	30-Jun-22
Place 2	Randal	Clark	Commissioner	18-Jun-20	30-Jun-22
Place 3	John	Klein	Commissioner	4-Feb-20	30-Jun-22
Place 4	Tony	Wertz	Chair	3-Jul-19	30-Jun-21
Place 5	Richard	Hudson	Vice Chair	18-Jun-20	30-Jun-22
Place 6	James	Weaver	Commissioner	20-Aug-20	30-Jun-21
Place 7	Susanna	Boyer	Commissioner	1-Aug-19	30-Jun-21
Parks Advisory Board					
Meets: 2nd Wednesday @ 7:00 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: Tony Host					
Council Liasion: Patti Martinez					
				Appointed	Term Ends
Place 1	Katie	Weiss	Vice Chair	30-Sep-18	20-Jun-21
Place 2	Wendel	Teltow	Member	23-Jan-20	30-Jun-23
Place 3	David	Meyer	Member	17-Sep-20	30-Jun-21
Place 4	Kevin	Grimm	Member	2-Jul-20	30-Jun-22
Place 5	Christina	Bastos	Member	15-Nov-20	30-Jun-22
Place 6	Rose	McMillin	Member	20-Jun-19	30-Jun-22
Place 7	Perry	Savard	Chair	20-Jun-19	30-Jun-22

Library Advisory Board					
Meets: Quarterly @ 6:00 p.m. in City Council Chambers					
3 year terms					
Staff Liasion: Kristi Robich					
Council Liasion: Tanner Rose					
				Appointed	Term Ends
Place 1	Christina	Garza	Member	16-May-19	30-Jun-22
Place 2	Dwight	Baker	Chair	20-Sep-18	30-Jun-21
Place 3	Tara	Chappell	Vice Chair	3-Jul-19	30-Jun-22
Place 4	Scott	Rose	Member	17-Sep-20	30-Jun-22
Place 5	Havala	Merit	Member	16-May-19	30-Jun-22
Place 6	David	Westbrook	Member	7-Nov-19	30-Jun-22
Place 7	Brian	Thompson	Member	27-Feb-20	30-Jun-23
Zoning Board of Adjustment					
Meets: 4th Weds @ 7:00 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: Ashby Grundman					
Council Liasion:					
				Appointed	Term Ends
Place 1	Vacant		Member		30-Jun-22
Place 2	Vacant		Member		30-Jun-21
Place 3	David	Meyer	Member	17-Sep-20	30-Jun-22
Place 4	Wendell	Teltow	Member	20-Jun-19	30-Jun-22
Place 5	Vacant		Member		
Place 6	Maureen	Rooker	Member	20-Jun-19	30-Jun-22
Place 7	Randal	Clark	Member	19-Sep-19	30-Jun-22
Historic Preservation Commission					
Meets: 4th Tuesday @ 6:30 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion:					
Council Liasion: Robin Sutton					
				Appointed	Term Ends
Place 1	DeAnne	Worley	Commissioner	3-Jul-19	30-Jun-22
Place 2	Vacant		Commissioner		30-Jun-21
Place 3	Curtis	Orton	Commissioner	20-Sep-18	30-Jun-22
Place 4	Robert	Lykins	Commissioner	20-Sep-18	30-Jun-22
Place 5	Vacant		Commissioner		
Place 6	Travis	Allen	Commissioner	20-Jun-19	30-Jun-22
Place 7	Vacant		Commissioner		

Building and Standards Commission					
Meets: As Needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: Ashley Lumpkin					
Council Liasion: None					
				Appointed	Term Ends
Place 1	Troy	Manella	Commissioner	3-Jan-19	30-Jun-22
RESIGNED	Place 2	Vacant	Commissioner	20-Sep-18	30-Jun-21
Place 3	Kendrick	Whittington	Commissioner	2-Aug-18	30-Jun-21
Place 4	Bryan	Dempsey	Commissioner	20-Jun-19	30-Jun-22
Place 5	Tom	Brown	Commissioner	20-Sep-18	30-Jun-21
Place 6	Maureen	Rooker	Commissioner	20-Jun-19	30-Jun-22
Place 7	Richard	Hudson	Commissioner	20-Jun-19	30-Jun-22
Ethics Review Commission					
Meets: As needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: City Secretary					
Council Liasion: None					
				Appointed	Term Ends
Resigned-	Place 1	Vacant	Member	20-Sep-18	30-Jun-21
Place 2	Lori	Brown-Duncan	Vice Chair	20-Sep-18	30-Jun-21
Place 3	Bill	Kohl	Member	11-Jul-19	30-Jun-22
Place 4	Christina	Garza	Member	17-Dec-20	30-Jun-22
Place 5	Abel	Landin	Member	19-Sep-19	30-Jun-22
Place 6	April	Willis	Member	15-Aug-19	30-Jun-22
Place 7	Krystal	Kinsey	Member	21-Nov-19	30-Jun-22
APPLICATIONS IN FOLDER					
Economic Development Corporation					
Meets: 1st Monday at 6:30 p.m. of each month in City Council Chambers					
Staff Liasion: Stacy Schmitt					
Council Liasion: Mike Snyder					
				Appointed	Term Ends
Place 1	Vacant		Member		30-Jun-21
Place 2	Mike	Arismendez	Member	17-Sep-20	30-Jun-21
Place 3	Shawn	Lucas	Member	17-Sep-20	30-Jun-21
Place 4	Don	Carlson	Vice Chair	3-Jul-19	30-Jun-21
PNDG RSGN	Place 5	Kevin	LaFrance	Treasurer	3-Jul-19
	Place 6	Henry	Gideon	Member	20-Jun-19
	Place 7	Steven	Harris	Chair	20-Jun-19
PNDG RSGN- Pending Resignation due to upcoming census count					
APPLICATIONS IN FOLDER					

Communications/Technology Task Force					
Meets once a month.					
1 year term- appts in Feb.					
Council Liasion: Peter Gordon					
Place 1	Laurie	Stockman	Member	6-Feb-20	6-Feb-21
RESIGNED Place 2	Timothy	Martin	Member	6-Feb-20	6-Feb-21
RESIGNED Place 3	Ida	Weaver	Member	16-Jul-20	
Place 4	Andrew	Ingrassia	Member	27-Aug-20	1-Feb-21
Place 5	Ross	Barber	Member	27-Aug-20	1-Feb-21
Place 6	Jerica	Lawyer	Member	6-Feb-20	6-Feb-21
Place 7	Dana	Wilcott	Member	27-Aug-20	1-Feb-21
ADA/Electronic and Information Resource Task Force					
Meets once a month					
1 year term-Appts in Feb					
Council Liasion: Dan Thornton					
Place 1	Vacant		Member		
Place 2	Vacant		Member		
Place 3	Vacant		Member		
Place 4	Laurie	Stockman	Member	26-Feb-20	6-Feb-21
Place 5	Vacant		Member		
Place 6	Vacant		Member		
Place 7	Vacant		Member		
Diversity and Inclusion Commission					
Meets monthly					
3 yr terms					
Council Liasion: Patti Martinez					
Place 1	Ana	Gonzales	Member		30-Jun-23
Place 2	Tara	Spoons	Member	17-Sep-20	30-Jun-23
Place 3	Vanessa	Henry	Member	5-Nov-20	30-Jun-23
Place 4	Brian	Thompson	Member	27-Aug-20	30-Jun-23
Place 5	Onnesha	Williams	Member	20-Aug-20	30-Jun-23
Place 6	Beatriz	Rodriguez	Member	5-Nov-20	30-Jun-23
Place 7	Nakeenya	Wilson	Member	19-Nov-20	30-Jun-23
Tax Increment Reinvestment Zone (TIRZ) #1					
3 appts from City					
2 appts from County *					
2 yr terms					
	Russ	Boles *	Member	14-Feb-20	14-Feb-22
Reappt needed	Scott	Heselmeyer *	Member	04-Jan-18	4-Jan-20
	VACANT		Chair		1-Feb-22
	Rick Hudson		Member	10-Feb-20	10-Feb-22
	VACANT		Member		1-Feb-22

HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
Checking - FSB						
10/01/2017	Bill Payment (Check)	6685	Express Commercial Cleaning	October Invoice #5699	R	-62.50
						-62.50
10/03/2017	Bill Payment (Check)	6687	Wells Fargo Vendor Financial Services LLC	Invoice #99494233	R	-915.55
						-915.55
10/03/2017	Check		HSA Bank	HSA	R	-360.00
						360.00
10/04/2017	Bill Payment (Check)	6671	DNRB&Z	Invoice #12711, 12851, 12865, 12878	R	-13,747.44
						-13,747.44
10/04/2017	Bill Payment (Check)	6672	Express Commercial Cleaning	Invoice #5699-Monthly Janitorial Services	R	-250.00
						-250.00
10/04/2017	Bill Payment (Check)	6673	Spectrum Business	Account # #0078300092117 - Invoice	R	-3.64
						-3.64
10/04/2017	Bill Payment (Check)	6674	Patrick Keel	Hutto EDC v HMJM Mediation Services		-1,800.00
						-1,800.00
10/08/2017	Bill Payment (Check)	6676	Hutto Area Chamber of Commerce	Membership Renewal - Gold Member	R	-2,500.00
						-2,500.00
10/09/2017	Bill Payment (Check)	6686	CIT	Customer #20000289285 & Invoice #30926356	R	-279.12
						-279.12
10/15/2017	Check	6701	Wells Fargo	Account#	R	-17.60
						-17.60
10/24/2017	Bill Payment (Check)	6680	Ambit Energy	Account #	R	-177.33
						-177.33
10/24/2017	Bill Payment	6681	Hutto 321 Association of	September 2017 Statement	R	-249.90

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
	(Check)		Owners, Inc.			-249.90
10/24/2017	Bill Payment (Check)	6682	Hutto 321 Association of Owners, Inc.	October 2017 Invoice	R	-249.90
						-249.90
10/24/2017	Bill Payment (Check)	6683	Baked N Sconed	October 17, 2017 EDC Meeting	R	-145.00
						-145.00
10/24/2017	Bill Payment (Check)	6684	City of Hutto	Administrative Sevices Provided by City Staff - EDC Related	R	-2,953.08
						-2,953.08
10/27/2017	Check	EFTPS	First State Bank Central Texas		R	-4,104.30
				Federal Withholding		-1,375.00
				Social Security Company		-1,105.99
				Social Security Employee		-1,105.99
				Medicare Company		-258.66
				Medicare Employee		-258.66
				Medicare Employee Addl Tax		0.00
11/02/2017	Check	EFT	HSA Bank		R	-360.00
				HSA		360.00
11/06/2017	Bill Payment (Check)	6688	Spectrum Business	Invoice #0078300102117	R	-381.40
						-381.40
11/06/2017	Bill Payment (Check)	6689	CIT	Invoice #3106149	R	-114.80
						-114.80
11/06/2017	Bill Payment (Check)	6690	Brockway, Gersbach, Franklin & Niemeier		R	-275.00
						-275.00
11/06/2017	Bill Payment (Check)	6691	CMIT Solutions	Invoice #882 & Invoice #913	R	-1,728.10
						-1,728.10
11/06/2017	Bill Payment	6692	Workhorse	Invoice #12493	R	-354.00

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
	(Check)					-354.00
11/06/2017	Bill Payment (Check)	6693	City of Hutto	September 2017 Legal Service Provided by City Attorney	R	-3,208.00
						-3,208.00
11/06/2017	Bill Payment (Check)	6694	DNRB&Z	Invoice #12921 & Invoice #12920	R	-8,845.71
						-8,845.71
11/06/2017	Bill Payment (Check)	6695	Temple College	Invoice #11217-1	R	-25.00
						-25.00
11/13/2017	Check	6697	City of Hutto	Reimb for HMJM Agreement	R	-
						275,000.00
						275,000.00
11/27/2017	Check	6698	Gene Rydell	Option Payment	R	-2,000.00
						2,000.00
11/27/2017	Check	6699	Nancy Holubec	Option Payment	R	-2,000.00
						2,000.00
11/27/2017	Check	6700	City of Hutto	Reimbursement of McGinnis Lochridge- Attorney Fees Paid by City	R	-20,498.66
						20,498.66
11/28/2017	Check	6702	Hutto 321 Association of Owners, Inc.	November Invoice	R	-249.90
						249.90
12/04/2017	Check	6703	CMIT Solutions	Invoice #974 - December 2017	R	-411.34
						411.34
12/04/2017	Check	6704	Xceligent	Invoice Number 335834	R	-1,687.50
						1,687.50
12/04/2017	Check	6705	Beyond Value, Inc.	Invoice INV-0095	R	-550.00
						550.00
12/04/2017	Check	6706	Ambit Energy	Invoice 063G5B9	R	-141.73
						141.73

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
12/04/2017	Check	6707	Time Warner Cable	Invoice #0078300112117	R	-377.76 377.76
12/04/2017	Check	6708	Wells Fargo Vendor Financial Services LLC	Invoice #99657498 Invoice #1073303486	R	-959.76 929.76 30.00
12/04/2017	Check	6709	City of Hutto	Reimburse City for Appraisal on HEDC Building Reimburse City for Overnight Mailed Options Reimburse City for EDC Retail Conference Promotion	R	-1,994.62 1,800.00 124.20 70.42
12/04/2017	Check	6710	Treila Krueger Aery Trust	5 Year Option - Payment #2	R	-791.96 791.96
12/04/2017	Check	6711	Wallin Farm & Ranch Partnership Ltd.	3 Year Option - 2nd Payment	R	-3,588.32 3,588.32
12/04/2017	Check	6712	Sharon Kay Fritz	2 Year-Semi-annual - 3rd Payment	R	-1,000.00 1,000.00
12/04/2017	Check	6713	Virginia Crunk	Voided 2 Year Semi-Annual Option - 3rd Payment	R	0.00 0.00
12/04/2017	Check	EFT	HSA Bank	HSA	R	-360.00 360.00
12/13/2017	Check	6714	Dietz & Jarrard, P.C.	Co-Council for HMJM case. Billing No. 3017; File No. 1706-01	R	-5,468.00 5,468.00
12/13/2017	Check	6715	Brockway, Gersbach, Franklin & Niemeier	Invoice #224729 - Accounting services research on TMRS	R	-98.00 98.00
12/13/2017	Check	6716	CIT	Invoice #31150326	R	-114.80 114.80

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
12/13/2017	Check	6717	Workhorse	Invoice #12822	R	-250.00 250.00
12/26/2017	Check	6718	Hutto 321 Association of Owners, Inc.	December 2017 Invoice	R	-249.90 249.90
12/26/2017	Check	6719	DNRB&Z	Voided Invoice #12921 Invoice #12978	R	0.00 0.00 0.00
12/26/2017	Check	6720	Opportunity Austin	2018 Opportunity Austin 3.0 Investment	R	-5,000.00 5,000.00
12/26/2017	Check	6721	Ambit Energy	Invoice #108C8G1	R	-245.06 245.06
12/26/2017	Check	6722	Wells Fargo Vendor Financial Services LLC	Voided Invoice #99784720	R	0.00 0.00
12/26/2017	Check	6723	Ricoh USA, Inc	Invoice #1073615198	R	-30.00 30.00
12/26/2017	Check	6724	City of Hutto	Billing from September through November	R	-38,194.00 38,194.00
12/26/2017	Check	6725		Admin Services Provided by M. Sorrell 10/9/2017 - 12/18/2017	R	-1,309.03 1,309.03
12/26/2017	Check	6726	City of Hutto	Monthly QuickBooks Charge Paid by City	R	-39.44 39.44
12/26/2017	Check	6727	City of Hutto	Austin Regional Showcase & ICSC Trade Show Professional Services Provided by the City for Marketing	R	-13,871.63 8,096.46 5,775.17
12/26/2017	Check	6728	Wells Fargo	Voided Account	R	0.00 0.00
01/04/2018	Check	6730	Wilco EDP		R	-5,000.00

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Invoice #WilCoEDP2018		5,000.00
01/04/2018	Check	6731	CMIT Solutions	Invoice #1001	R	-424.71 424.71
01/09/2018	Check	6732	Wells Fargo Vendor Financial Services LLC	Invoice #99939303	R	-1,451.18 1,451.18
01/09/2018	Check	6733	Time Warner Cable	Invoice #0078300122117	R	-374.12 374.12
01/09/2018	Check	6734	Ambit Energy	Voided Account #	R	0.00 0.00
01/09/2018	Check	6735	CIT	Invoice #31288351	R	-229.60 229.60
01/09/2018	Check	6736	Wells Fargo	Account #4484 6100 0805 4929	R	-134.54 -134.54
01/09/2018	Check	6737	DNRB&Z	Voided Invoice #12978 Invoice #13000	R	0.00 0.00 0.00
01/11/2018	Check	6738	DNRB&Z	Invoice #13000	R	-1,510.00 1,510.00
01/11/2018	Check	6739	Austin American Statesman	Account # 10/26/17 - 12/17/17	R	-72.02 72.02
01/11/2018	Check	6740	Brockway, Gersbach, Franklin & Niemeier	Invoice #224900	R	-975.00 975.00
01/11/2018	Check	6741	ADT Security Services	Account #	R	-144.48 144.48
01/29/2018	Check	6742	Ambit Energy	Invoice #152J2G5	R	-249.69 249.69

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
01/29/2018	Check	6743	Ricoh USA, Inc		R	-60.00
				Invoice #1074045412		30.00
				Invoice #1074167757		30.00
01/29/2018	Check	6744	Jason Nicholas		R	-844.97
				Wages		844.97
01/29/2018	Check	6745	Timothy L Chase (deleted)		R	-4,860.19
				Wages		4,860.19
02/01/2018	Check	6746	City of Hutto		R	-2,197.58
				Reimbursement to City of Hutto for Purchase of iPads & Services		2,197.58
02/01/2018	Check	6747	ADT Security Services		R	-144.48
				Account #		144.48
02/01/2018	Check	6748	Time Warner Cable	Voided	R	0.00
				Account # 2/3/18 - 3/2/18		0.00
02/02/2018	Check	6749	CMIT Solutions		R	-388.05
				Invoice #1044		388.05
02/09/2018	Check	6750	Longhorn Title Company		R	-25,000.00
				Hutto EDC B Purchase - Earnest Money		25,000.00
02/09/2018	Check	6751	Wallin Farm & Ranch Partnership Ltd.		R	-5,000.00
				Hutto EDC B Purchase - Option Fee		5,000.00
02/20/2018	Check	6752	Hutto Area Chamber of Commerce		R	-750.00
				Invoice #7168 Annual Chamber Gala		750.00
03/13/2018	Check	6753	Gene Rydell		R	-100.00
				Option Money		100.00
03/13/2018	Check	6754	Longhorn Title Company		R	-10,000.00
				Earnest Money		10,000.00
03/14/2018	Check	6755	CMIT Solutions		R	-411.84
				Invoice #1075		411.84

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
03/19/2018	Check	6756	Perryman Consultants, Inc.		R	-23,600.00
				Invoice #MAR2018-2869		23,600.00
03/19/2018	Check	6757	Hutto 321 Association of Owners, Inc.		R	-249.90
				February 2018 Invoice		249.90
03/19/2018	Check	6758	Brockway, Gersbach, Franklin & Niemeier		R	-3,600.00
				Invoice #225101		3,600.00
03/19/2018	Check	6759	CIT		R	-236.91
				Invoice #31555993		236.91
03/19/2018	Check	6760	Wells Fargo	Voided Account #	R	0.00 0.00
03/20/2018	Check	6761	Longhorn Title Company		R	-10,000.00
				Holubec Earnest Money		10,000.00
03/20/2018	Check	6762	Nancy Holubec		R	-100.00
				Option Fee		100.00
03/20/2018	Check	6763	Wells Fargo		R	-789.25
				Account #		-789.25
03/20/2018	Check			Voided	R	0.00 0.00
03/20/2018	Check	6764		Voided	R	0.00 0.00
03/20/2018	Check	6765		Voided	R	0.00 0.00
03/20/2018	Check	6766		Voided	R	0.00 0.00
03/26/2018	Check	6767	Texas Economic Development Council		R	-3,000.00
				Invoice #7580		3,000.00

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
03/27/2018	Check	6768	Drone Dispatch	Invoice #1258	R	-350.00 350.00
03/27/2018	Check	6769	Spectrum Business	Invoice #0078300032118	R	-383.16 383.16
03/27/2018	Check	6770	ADT Security Services	Account #	R	-144.48 144.48
03/29/2018	Check	6771	Longhorn Title Company	Fritz Earnest Money	R	-10,000.00 10,000.00
03/29/2018	Check	6772	Longhorn Title Company	Crunk Earnest Money	R	-10,000.00 10,000.00
03/29/2018	Check	6773	Virginia Crunk	Option Fee	R	-100.00 100.00
03/29/2018	Check	6774	Sharon Kay Fritz	Option Fee	R	-100.00 100.00
04/03/2018	Check	6775	Virginia Crunk	3/20/18 Option Fee	R	-1,000.00 1,000.00
04/03/2018	Check	6776	Office of the Attorney General	Attorney General Filing Fee	R	-9,500.00 9,500.00
04/04/2018	Check	6777	CMIT Solutions	Invoice #1120	R	-448.50 448.50
04/12/2018	Check	6778	Kokel-Oberrender-Wood Appraisal, Ltd.	Invoice #18-032	R	-7,800.00 7,800.00
04/12/2018	Check	6779	Wells Fargo	Account #	R	-110.56 -110.56
04/12/2018	Check	6780	CIT	Invoice #31698837	R	-120.62 120.62
04/16/2018	Check	6781	BLX Group LLC		R	-1,500.00

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Invoice #42182-3966/041618		1,500.00
04/23/2018	Check	6782	DNRB&Z	Invoice #12978	R	-5,664.84
				Invoice #13048		5,456.84
						208.00
04/23/2018	Check	6783	DNRB&Z	Invoice #12942	R	-51.00
						51.00
04/23/2018	Check	6784	Ambit Energy	Invoice #294D5F1	R	-145.68
				Account #		145.68
04/23/2018	Check	6785	City of Hutto	October 2017 Rent Payment	R	-11,583.00
				November 2017 Rent Payment		2,895.75
				December 2017 Rent Payment		2,895.75
				January 2018 Rent Payment		2,895.75
04/26/2018	Check	6786	Perryman Consultants, Inc.	Invoice #APR2018-2869	R	-23,814.25
						23,814.25
04/26/2018	Check	6787	Temple College	Invoice #10917-1	R	-125.00
				Power Breakfast 10/5/17		25.00
				Invoice #2118-1		25.00
				Power Breakfast 1/4/18		25.00
				Invoice #2118-5		25.00
				Power Breakfast 2/1/18		25.00
				Invoice #3118-1		25.00
				Power Breakfast 3/1/18		25.00
				Invoice #4418-1		25.00
				Power Breakfast 3/5/18		25.00
05/01/2018	Check	6788	McGinnis Lochridge	Attorney General Filing Fees	R	-9,500.00
						9,500.00
05/02/2018	Check	6789	CMIT Solutions	Invoice #1167	R	-393.50
						393.50
05/02/2018	Check	6790	Hutto 321 Association of Owners, Inc.	March 2018 Invoice	R	-249.90
						249.90

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
05/02/2018	Check	6791	Hutto 321 Association of Owners, Inc.		R	-249.90
				April 2018 Invoice		249.90
05/02/2018	Check	6792	Workhorse		R	-59.00
				Invoice #13708		59.00
05/02/2018	Check	6793	Spectrum Business		R	-376.87
				Invoice #0078300042118		376.87
05/10/2018	Check	6798	William Gravell		R	-192.00
				Per Diem for ICSC RECon 5/20/18 - 5/23/18		192.00
05/10/2018	Check	6799	Nelson Nagel		R	-481.96
				Per Diem for ICSC RECon 5/20/18 - 5/23/18		192.00
				Reimbursement for Flight to ICSC RECon		289.96
05/10/2018	Check	6800	CIT		R	-114.80
				Invoice #31828821		114.80
05/10/2018	Check	6801	International Economic Development Council		R	-1,300.00
				Invoice #84761		1,300.00
05/10/2018	Check	6802	Texas Monthly		R	-3,528.00
				Invoice #166		3,528.00
05/10/2018	Check	6803	Law Office of J. Patrick Quinn		R	-1,260.00
				Hutto EDC/Frame Switch Property Statement through 4/16/18		1,260.00
05/18/2018	Check	6804	Williamson County Tax Assessor/Collector		R	-1,386.94
				Property Tax on R345752		106.72
				Property Tax on R020939, R498070, and R498071		949.62
				Property Tax on R345747 and R498062		61.56
				Property Tax on R020943		269.04
05/18/2018	Check	6805	Wells Fargo		R	-53.30
				Account #		-53.30

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
05/30/2018	Check	6806	City of Hutto	McGinnis Lochridge Invoice #219231	R	-28,963.00 28,963.00
06/04/2018	Expense		HSA Bank	Last payment for HSA Last Payment to HSA Bank - These payment should be stopped now.	R	-360.00 360.00
06/07/2018	Check	6807	Brockway, Gersbach, Franklin & Niemeier	Invoice #229647	R	-3,350.00 3,350.00
06/07/2018	Check	6808	CIT	Invoice #31961904	R	-114.80 114.80
06/07/2018	Check	6809	CMIT Solutions	Invoice #1202	R	-393.50 393.50
06/07/2018	Check	6810	Hutto 321 Association of Owners, Inc.	May 2018 Invoice	R	-249.90 249.90
06/07/2018	Check	6811	Temple College	Invoice #52418-2 Power Breakfast 5/3/18	R	-25.00 25.00
06/07/2018	Check	6812	Spectrum Business	Invoice #0078300052118	R	-380.38 380.38
06/07/2018	Check	6813	Conway Data Inc	Invoice #01018415	R	-3,400.00 3,400.00
06/13/2018	Check	6814	McCall Parkhurst & Horton	Type B Sales Tax Revenue Bonds, Taxable Series 2018	R	-820.10 820.10
06/13/2018	Check	6815	City of Hutto	McGinnis Lochridge Invoice #219731 - Fees Related to Project Butterfly and New Project McGinnis Lochridge Invoice #219731 - Remaining EDC Fees	R	-43,372.00 34,282.50 9,089.50
06/15/2018	Check	6816	CIT	Invoice #32006291	R	-284.12 284.12

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
06/19/2018	Check	6817	Wells Fargo		R	-1,597.09
				Account #		1,582.84
				Account #		14.25
06/19/2018	Check	6818	Longhorn Title Company		R	-5,000.00
				Shaw Earnest Money		5,000.00
06/19/2018	Check	6819	Shannon and Joe Shaw		R	-350.00
				Option Fee		350.00
06/28/2018	Expense			Purchase of Shaw tract of land	R	-
						365,652.00
				Purchase of last piece of property for the MegaSite		365,652.00
06/29/2018	Check	SVCCHRG		Service Charge	R	-15.00
						15.00
07/06/2018	Check	SVCCHRG		Service Charge	R	-15.00
						15.00
07/13/2018	Check	6820	Workhorse		R	-59.00
				Invoice #14117		59.00
07/19/2018	Check	6821	Postmaster		R	-76.00
				Box #1016 12-Month Service Fee		76.00
07/19/2018	Check	6822	Spectrum Business	Voided	R	0.00
				Invoice #0078300062118		0.00
07/19/2018	Check	6823	CMIT Solutions		R	-393.50
				Invoice #1251		393.50
07/20/2018	Check	6824	City of Hutto		R	-38,452.60
				McGinnis Lochridge Legal Invoices 217242, 218017, 218628, 218560, 218019, 217239		38,452.60
07/20/2018	Check	6825	City of Hutto		R	-7,799.28
				McGinnis Lochridge Invoice #220467 - Fees Related to Project Butterfly		1,518.00
				McGinnis Lochridge Invoice #220467 - Fees Related to Economic Dev		6,174.00
				MdGinnis Lochridge Invoice #220467 -		107.28

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
Expenses and Other Charges						
07/26/2018	Check	6826	Ambit Energy	Voided Invoice #440D4A1	R	0.00 0.00
07/26/2018	Check	6827	CIT	Invoice #32101542	R	-235.34 235.34
07/26/2018	Check	6828	Wells Fargo	Account #	R	-376.69 -376.69
07/26/2018	Check	6829	SAM	Invoice #64919	R	-3,600.00 3,600.00
08/06/2018	Check	6830	Wells Fargo Vendor Financial Services LLC	Invoice #SA1463403-BTO	R	-1,681.63 1,681.63
08/06/2018	Check	6831	CMIT Solutions	Invoice #1309	R	-393.50 393.50
08/06/2018	Check		Intuit Checks	Intuit Quickbook Checks	R	-199.97 199.97
08/09/2018	Check	6832	CIT	Invoice #32225481	R	-235.34 235.34
08/13/2018	Check	6833	Wells Fargo	Account #	R	-1,192.47 -1,192.47
08/13/2018	Check	6834	DNRB&Z	Invoice #13458	R	-410.50 410.50
08/13/2018	Check	6835	Halff Associates Inc.	Invoice #00014062	R	-2,462.58 2,462.58
08/15/2018	Check	6836	Wiley Rein LLP	Retainer for Legal Services RE: KOKE-FM Purchase	R	-5,000.00 5,000.00
08/15/2018	Check	6837	Association of Rural Communities In Texas	Invoice #2018-380	R	-395.00 395.00

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/16/2018	Check	6838	City of Hutto	Voided Reimbursement for McGinnis Lochridge Invoice #221202	R	0.00 0.00
09/13/2018	Check	6839	Halff Associates Inc.	Invoice #00015085	R	-81.28 81.28
09/13/2018	Check	6840	City of Hutto	Reimbursement for Payment of Ambit Energy Invoice	R	-191.91 191.91
09/17/2018	Check	6841	Wells Fargo	Account #	R	-74.17 -74.17
09/18/2018	Check	6842	Hit the Spot	Invoice #005	R	-304.45 304.45
09/24/2018	Check	6843	P3Works, LLC	Voided Invoice #0000369	R	0.00 0.00
10/02/2018	Check	6844	CMIT Solutions	Invoice #1403	R	-393.50 393.50
10/12/2018	Check	6845	Brockway, Gersbach, Franklin & Niemeier	Invoice #231332	R	-2,570.00 2,570.00
10/12/2018	Check	6846	Wells Fargo	Account #	R	-574.17 -574.17
10/24/2018	Check	6847	CMIT Solutions	Invoice #1359	R	-393.50 393.50
11/05/2018	Check	6848	Halff Associates Inc.	Invoice #00010892 Invoice #00016441	R	-4,756.14 4,300.00 456.14
11/05/2018	Check	6849	CMIT Solutions	Invoice #1446	R	-393.50 393.50
11/05/2018	Check	6850	CMIT Solutions	Voided Invoice #1359	R	0.00 0.00

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
11/19/2018	Check	6851	Wiley Rein LLP	Invoice #1471824 Hutto Radio Station Acquisition	R	-4,887.00 4,887.00
11/19/2018	Check	6852	JDGray Group LLC	Invoice #INV-1107	R	-6,375.00 6,375.00
11/28/2018	Check	6853	Wells Fargo	Account # Statement Closing Date: 11/02/18	R	-1,918.22 -1,918.22
12/04/2018	Check	6854	Temple College	Invoice #12318-1 Power Breakfast - November 28, 2018	R	-25.00 25.00
12/05/2018	Check	6855	CMIT Solutions	Invoice #1496	R	-393.50 393.50
12/05/2018	Check	6856	Workhorse	Invoice #15026	R	-59.00 59.00
12/05/2018	Check	6857	Opportunity Austin	2018 Opportunity Austin 3.0 Investment	R	-5,000.00 5,000.00
12/05/2018	Check	6858	Opportunity Austin	Invoice #5885 2019 Opportunity Austin 4.0 Investment	R	-10,000.00 10,000.00
12/12/2018	Check	6859	ADT Security Services	Account #202692448	R	-19.06 19.06
12/12/2018	Check	6860	Wells Fargo	Account #	R	-1,464.19 -1,464.19
01/08/2019	Check	6861	CMIT Solutions	Invoice #1538	R	-448.50 448.50
01/14/2019	Expense		QuickBooks Payroll Service	Quickbooks Payroll Setup Fee	R	-0.43 0.43
01/30/2019	Check	6862	City of Hutto	Voided Reimbursement for Economic Development	R	0.00 0.00

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Coordinator Pay		
01/30/2019	Check	6864	BOK Financial	Voided	R	0.00
				Sales Tax Revenue Bonds, Taxable Series 2018 Ref. #HUTT418EDC		0.00
01/31/2019	Check	6865	*Timothy D. Jordan	Payment for Services	R	-2,500.00 2,500.00
01/31/2019	Check	6866	Williamson County Tax Assessor/Collector	Voided	R	0.00
				Account #		0.00
				Account #		0.00
				Account #		0.00
				Account #		0.00
				Account #		0.00
				Account #		0.00
				Account #		0.00
01/31/2019	Check	6867	Workhorse	Voided	R	0.00
				Invoice #15401		0.00
01/31/2019	Check	6868	City of Hutto	Voided	R	0.00
				Reimbursement for Payment of Property Taxes		0.00
02/01/2019	Check	6869	Michel Sorrell	Reimbursement for Payment of Property Taxes	R	-4,654.29 4,654.29
02/01/2019	Check	6870	City of Hutto	Table for Chamber of Commerce Gala	R	-850.00 850.00
02/01/2019	Expense		Intuit Payroll	Voided	R	0.00
				Jan 28 to Feb 28 Payroll Service Fees		0.00
02/04/2019	Check	6871	City of Hutto	Reimbursement for Sales Tax Revenue Bonds, Taxable Series 2018 Ref. #HUTT418EDC	R	- 290,452.43 290,452.43
02/04/2019	Check	6872	City of Hutto	Reimbursement for Type B Land Purchase Option	R	-791.96 791.96

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
02/14/2019	Check	6873	Wells Fargo	Account #	R	-4,785.93 -4,785.93
02/14/2019	Check	6874	Williamson County Economic Development Partnership	Invoice #HEDC2019	R	-5,000.00 5,000.00
02/14/2019	Check	6875	CMIT Solutions	Invoice #1575	R	-548.99 548.99
02/14/2019	Check	6876	Temple College	Invoice #1419.-1 Invoice #2419-1	R	-50.00 25.00 25.00
02/15/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 02/01/2019-02/15/2019 Direct Deposit	R	-3,053.85 -3,053.85
02/15/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 02/01/2019-02/15/2019 Pay for additional 2 days worked before QB setup Direct Deposit	R	-623.82 -623.82
02/21/2019	Tax Payment	IRS		Tax Payment for Period: 02/13/2019- 02/15/2019 Federal Taxes (941/944)	R	-1,042.02 -1,042.02
02/26/2019	Check	6877	Hutto Area Chamber of Commerce	Voided Invoice #7618	R	0.00 0.00
02/26/2019	Check	6878	Hutto Area Chamber of Commerce	Invoice #7618	R	-2,500.00 2,500.00
02/26/2019	Check	6879	DNRB&Z	Invoice #13840	R	-560.64 560.64
02/28/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 02/16/2019-02/28/2019 Direct Deposit	R	-3,053.85 -3,053.85
02/28/2019	Check	6880	Dell Marketing L.P.	Invoice #10294860526	R	-1,396.58 1,396.58

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
02/28/2019	Expense		Intuit Payroll	Voided Feb 28 to March 28 Payroll Services	R	0.00 0.00
03/06/2019	Tax Payment		IRS	Tax Payment for Period: 02/27/2019- 03/01/2019 Federal Taxes (941/944)	R	-930.22 -930.22
03/15/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 03/01/2019-03/15/2019 Direct Deposit	R	-2,940.13 -2,940.13
03/20/2019	Tax Payment		IRS	Tax Payment for Period: 03/13/2019- 03/15/2019 Federal Taxes (941/944)	R	-899.67 -899.67
03/26/2019	Check	6881	Wells Fargo	Account #	R	-344.63 -344.63
03/26/2019	Check	6882	Hutto ISD	Hutto Day at the State Capitol - May 1, 2019	R	-2,500.00 2,500.00
03/26/2019	Check	6883	Temple College	Invoice #31919-2	R	-25.00 25.00
03/26/2019	Check	6884	CIT	Invoice #33158061	R	-685.48 685.48
03/29/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 03/16/2019-03/31/2019 Direct Deposit	R	-2,940.11 -2,940.11
04/02/2019	Check	6885	Workhorse	Voided Monthly website hosting for Huttoedc.com- March 2019	R	0.00 0.00
04/02/2019	Check	6885	Workhorse	Website Hosting March 2019	R	-59.00 59.00
04/02/2019	Check	6886	CMIT Solutions	Workstation Premium 3/31/2019 to 4/29/2019	R	-81.19 81.19
04/05/2019	Tax Payment		IRS	Tax Payment for Period: 04/01/2019- 04/02/2019 Federal Taxes (941/944)	R	-899.71 -899.71

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
04/09/2019	Check	6887	CIT	Invoice #33297584	R	-806.02 806.02
04/09/2019	Check	6888	CMIT Solutions	Invoice #1610	R	-592.68 592.68
04/09/2019	Check	6889	Workhorse	Invoice #15576	R	-59.00 59.00
04/10/2019	Check	6890	Texas Municipal Retirement System	Voided New Hire Supplemental - Tim Jordan	R	0.00 0.00
04/10/2019	Check	6891	Wells Fargo	Account # Account #	R	-80.81 32.73 48.08
04/10/2019	Check	6892	City of Hutto	New Hire Supplemental - Time Jordan	R	-2,411.59 -2,411.59
04/12/2019	Tax Payment		TX TWC	Tax Payment for Period: 01/01/2019- 03/31/2019 TX Unemployment Tax	R	-171.00 -171.00
04/12/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 04/01/2019-04/15/2019 Direct Deposit	R	-2,940.11 -2,940.11
04/19/2019	Tax Payment		IRS	Tax Payment for Period: 04/13/2019- 04/16/2019 Federal Taxes (941/944)	R	-899.71 -899.71
04/25/2019	Check	6894	JDGray Group LLC	Invoice #INV-1127	R	-4,537.53 4,537.53
04/25/2019	Check	6895	Specialized Public Finance	Invoice #479-2019	R	-1,000.00 1,000.00
04/25/2019	Check	6896	NDC	Invoice #8274074	R	-1,250.00 1,250.00
04/30/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 04/16/2019-04/30/2019 Direct Deposit	R	-2,996.99 -2,996.99

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
05/08/2019	Tax Payment		IRS	Tax Payment for Period: 05/01/2019- 05/03/2019 Federal Taxes (941/944)	R	-914.94 -914.94
05/13/2019	Check	6898	Wells Fargo	Account # Statement Closing Date: 5/3/19	R	-330.79 -330.79
05/13/2019	Check	6899	Temple College	Invoice #3119-3 Invoice #5819-3	R	-50.00 25.00 25.00
05/15/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 05/01/2019-05/15/2019 Direct Deposit	R	-2,996.98 -2,996.98
05/16/2019	Check	SVCCHRG		Service Charge	R	-52.00 52.00
05/21/2019	Check	6900	Temple College	Invoice #52119-1 Power Breakfast - May 15, 2019	R	-25.00 25.00
05/22/2019	Tax Payment		IRS	Tax Payment for Period: 05/15/2019- 05/17/2019 Federal Taxes (941/944)	R	-914.96 -914.96
05/31/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 05/16/2019-05/31/2019 Direct Deposit	R	-2,996.98 -2,996.98
06/05/2019	Tax Payment		IRS	Tax Payment for Period: 05/29/2019- 05/31/2019 Federal Taxes (941/944)	R	-914.96 -914.96
06/10/2019	Check	6901	Fingerprint Ideas	Invoice #2548	R	-4,582.00 4,582.00
06/14/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 06/01/2019-06/15/2019 Direct Deposit	R	-2,996.98 -2,996.98
06/19/2019	Tax Payment		IRS	Tax Payment for Period: 06/12/2019- 06/14/2019 Federal Taxes (941/944)	R	-914.96 -914.96

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
06/24/2019	Check	6902	R W Gonzalez Office Products Inc.		R	-39.00
				Invoice #IN-10096910		39.00
06/26/2019	Check	6903	Texas State Technical College	Voided	R	0.00
				Invoice #4781539 ID: 1433560 1CB		0.00
06/28/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 06/16/2019-06/30/2019 Direct Deposit	R	-2,996.99 -2,996.99
07/03/2019	Tax Payment		IRS	Tax Payment for Period: 06/26/2019- 06/28/2019 Federal Taxes (941/944)	R	-914.94 -914.94
07/15/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 07/01/2019-07/15/2019 Direct Deposit	R	-2,996.98 -2,996.98
07/15/2019	Check	6904	Aend Industries, Inc.		R	- 100,000.00
				Economic Development Agreement		100,000.00
07/15/2019	Check	6906	U.S. Postal Service		R	-88.00 88.00
				Box #1016 - 12 Months		
07/18/2019	Check	SVCCHRG		Service Charge	R	-15.00 15.00
07/19/2019	Tax Payment		IRS	Tax Payment for Period: 07/13/2019- 07/16/2019 Federal Taxes (941/944)	R	-914.96 -914.96
08/01/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 07/16/2019-07/31/2019 Direct Deposit	R	-2,996.99 -2,996.99
08/06/2019	Check	6907	City of Hutto		R	- 288,891.93
				HUTT418EDC Debt Service Interest		186,126.83
				HUTT418EDC Debt Service Principal		70,000.00
				Payroll Expenses		32,765.10
08/07/2019	Tax Payment		IRS	Tax Payment for Period: 07/31/2019- 08/02/2019	R	-914.94

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

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October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Federal Taxes (941/944)		-914.94
08/15/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 08/01/2019-08/15/2019 Direct Deposit	R	-2,996.98 -2,996.98
08/21/2019	Tax Payment		IRS	Tax Payment for Period: 08/14/2019- 08/16/2019 Federal Taxes (941/944)	R	-914.96 -914.96
08/22/2019	Check	6909	Hutto Family YMCA	Sponsorship - Table Sale	R	-1,000.00 1,000.00
08/30/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 08/16/2019-08/31/2019 Direct Deposit	R	-2,996.98 -2,996.98
08/31/2019	Check	SVCCHRG		Service Charge	R	-30.00 30.00
09/05/2019	Tax Payment		IRS	Tax Payment for Period: 08/28/2019- 08/30/2019 Federal Taxes (941/944)	R	-914.96 -914.96
09/09/2019	Check	6908	City of Hutto	Voided Invoice #4781539 ID: 1433560 1CB	R	0.00 0.00
09/13/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 09/01/2019-09/15/2019 Direct Deposit	R	-2,996.98 -2,996.98
09/18/2019	Tax Payment		IRS	Tax Payment for Period: 09/11/2019- 09/13/2019 Federal Taxes (941/944)	R	-914.96 -914.96
09/23/2019	Check	6910	Hutto Area Chamber of Commerce	Invoice #7816 Invoice #7911	R	-157.14 134.00 23.14
10/01/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 09/16/2019-09/30/2019 Direct Deposit	R	-2,996.98 -2,996.98
10/03/2019	Check	6912	Texas State Technical College	Voided Invoice #4781539 ID: 1433560 1CB	R	- 125,000.00 125,000.00

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
10/04/2019	Tax Payment		IRS	Tax Payment for Period: 10/01/2019- 10/01/2019 Federal Taxes (941/944)	R	-914.96 -914.96
10/15/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 10/01/2019-10/15/2019 Direct Deposit	R	-2,996.99 -2,996.99
10/18/2019	Tax Payment		IRS	Tax Payment for Period: 10/12/2019- 10/15/2019 Federal Taxes (941/944)	R	-914.94 -914.94
10/28/2019	Check	6913	BCL of Texas	Invoice #1	R	-7,500.00 7,500.00
10/30/2019	Check	6914	Texas Economic Development Council	2019 Austin Economic Development Sales Tax Workshop	R	-875.00 875.00
10/30/2019	Check	6915	Wells Fargo	Account #	R	-1,614.47 -1,614.47
10/31/2019	Check	SVCCHRG		Service Charge	R	-15.00 15.00
11/01/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 10/16/2019-10/31/2019 Direct Deposit	R	-2,996.98 -2,996.98
11/06/2019	Tax Payment		IRS	Tax Payment for Period: 10/30/2019- 11/01/2019 Federal Taxes (941/944)	R	-914.96 -914.96
11/15/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 11/01/2019-11/15/2019 Direct Deposit	R	-2,996.98 -2,996.98
11/20/2019	Tax Payment		IRS	Tax Payment for Period: 11/13/2019- 11/15/2019 Federal Taxes (941/944)	R	-914.96 -914.96
11/29/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 11/16/2019-11/30/2019 Direct Deposit	R	-2,996.98 -2,996.98
12/04/2019	Tax Payment		IRS	Tax Payment for Period: 11/27/2019- 11/29/2019	R	-914.96

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Federal Taxes (941/944)		-914.96
12/13/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 12/01/2019-12/15/2019 Direct Deposit	R	-2,996.99 -2,996.99
12/16/2019	Check	6916	Treila Krueger Aery Trust		R	-791.96
				Land Purchase Option Payment		791.96
12/16/2019	Check	6917	NDC	Voided Registration for ED101-OL-0220 Tim Jordan	R	0.00 0.00
12/18/2019	Tax Payment		IRS	Tax Payment for Period: 12/11/2019- 12/13/2019 Federal Taxes (941/944)	R	-914.94 -914.94
12/31/2019	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 12/16/2019-12/31/2019 Direct Deposit	R	-2,996.98 -2,996.98
01/06/2020	Tax Payment		IRS	Tax Payment for Period: 12/28/2019- 12/31/2019 Federal Taxes (941/944)	R	-914.96 -914.96
01/07/2020	Check	6918	Hutto Area Chamber of Commerce		R	-3,500.00
				Invoice #9098		1,000.00
				Invoice #8834		2,500.00
01/15/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 01/01/2020-01/15/2020 Direct Deposit	R	-2,998.77 -2,998.77
01/21/2020	Tax Payment		IRS	Tax Payment for Period: 01/01/2019- 12/31/2019 Federal Unemployment (940)	R	-42.00 -42.00
01/23/2020	Tax Payment		IRS	Tax Payment for Period: 01/15/2020- 01/17/2020 Federal Taxes (941/944)	R	-913.17 -913.17
01/31/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 01/16/2020-01/31/2020 Direct Deposit	R	-4,791.78 -4,791.78
02/07/2020	Tax Payment		IRS	Tax Payment for Period: 02/01/2020-	R	-1,812.99

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				02/04/2020 Federal Taxes (941/944)		-1,812.99
02/14/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 02/01/2020-02/15/2020 Direct Deposit	R	-3,085.86 -3,085.86
02/20/2020	Tax Payment		IRS	Tax Payment for Period: 02/12/2020- 02/14/2020 Federal Taxes (941/944)	R	-944.60 -944.60
02/25/2020	Check	6919	Cheri L. Bowman	2020 Winter BEDC Training Per Diem	R	-171.50 171.50
02/28/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 02/16/2020-02/29/2020 Direct Deposit	R	-3,085.88 -3,085.88
03/02/2020	Check	6920	City of Hutto	Reimb for C. Bowman Salary & Benefits	R	-28,278.51 -28,278.51
03/04/2020	Tax Payment		IRS	Tax Payment for Period: 02/26/2020- 02/28/2020 Federal Taxes (941/944)	R	-944.56 -944.56
03/11/2020	Check	6921	APGI 1, LLC	Invoice #123	R	-18,772.00 18,772.00
03/13/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 03/01/2020-03/15/2020 Direct Deposit	R	-3,085.86 -3,085.86
03/18/2020	Tax Payment		IRS	Tax Payment for Period: 03/11/2020- 03/13/2020 Federal Taxes (941/944)	R	-944.60 -944.60
04/01/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 03/16/2020-03/31/2020 Direct Deposit	R	-3,085.87 -3,085.87
04/08/2020	Tax Payment		IRS	Tax Payment for Period: 04/01/2020- 04/03/2020 Federal Taxes (941/944)	R	-944.58 -944.58
04/15/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 04/01/2020-04/15/2020 Direct Deposit	R	-3,085.86 -3,085.86

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
04/17/2020	Tax Payment		TX TWC	Tax Payment for Period: 01/01/2020- 03/31/2020	R	-252.00
				TX Unemployment Tax		-252.00
04/22/2020	Tax Payment		IRS	Tax Payment for Period: 04/15/2020- 04/17/2020	R	-944.60
				Federal Taxes (941/944)		-944.60
04/24/2020	Check	6922	Wells Fargo		R	-4,295.48
				Account #		-4,295.48
05/01/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 04/16/2020-04/30/2020 Direct Deposit	R	-3,085.88
						-3,085.88
05/06/2020	Tax Payment		IRS	Tax Payment for Period: 04/29/2020- 05/01/2020	R	-944.56
				Federal Taxes (941/944)		-944.56
05/15/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 05/01/2020-05/15/2020 Direct Deposit	R	-3,085.87
						-3,085.87
05/20/2020	Tax Payment		IRS	Tax Payment for Period: 05/13/2020- 05/15/2020	R	-944.58
				Federal Taxes (941/944)		-944.58
06/01/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 05/16/2020-05/31/2020 Direct Deposit	R	-3,085.86
						-3,085.86
06/01/2020	Check	6923	Texas State Technical College	Voided	R	0.00
				Invoice #5005499		0.00
06/01/2020	Check	6924	Texas State Technical College	Voided	R	0.00
				Invoice #4852045		0.00
06/05/2020	Tax Payment		IRS	Tax Payment for Period: 05/30/2020- 06/02/2020	R	-944.60
				Federal Taxes (941/944)		-944.60
06/15/2020	Payroll Check	DD	Cheri L. Bowman	Pay Period: 06/01/2020-06/15/2020 Direct Deposit	R	-1,656.94
						-1,656.94
06/15/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 06/01/2020-06/15/2020	R	-3,085.87

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Direct Deposit		-3,085.87
06/15/2020	Check	6925	Temple College		R	-75.00
				Invoice #242020-1		25.00
				January Power Breakfast		
				Invoice #2202020-2		25.00
				February Power Breakfast		
				Invoice #3162020-2		25.00
				March Power Breakfast		
06/19/2020	Tax Payment		IRS	Tax Payment for Period: 06/13/2020-06/16/2020	R	-1,490.72
				Federal Taxes (941/944)		-1,490.72
07/01/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 06/16/2020-06/30/2020	R	-3,085.87
				Direct Deposit		-3,085.87
07/01/2020	Payroll Check	DD	Cheri L. Bowman	Pay Period: 06/16/2020-06/30/2020	R	-1,656.94
				Direct Deposit		-1,656.94
07/08/2020	Tax Payment		IRS	Tax Payment for Period: 07/01/2020-07/03/2020	R	-1,490.72
				Federal Taxes (941/944)		-1,490.72
07/15/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 07/01/2020-07/15/2020	R	-2,573.99
				Direct Deposit		-2,573.99
07/15/2020	Payroll Check	DD	Cheri L. Bowman	Pay Period: 07/01/2020-07/15/2020	R	-1,656.94
				Direct Deposit		-1,656.94
07/15/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 07/01/2020-07/15/2020	R	-588.89
				Direct Deposit		-588.89
07/16/2020	Tax Payment		TX TWC	Tax Payment for Period: 04/01/2020-06/30/2020	R	-64.17
				TX Unemployment Tax		-64.17
07/21/2020	Payroll Check	DD	*Timothy D. Jordan	Pay Period: 07/16/2020-07/31/2020	R	-16,384.15
				Direct Deposit		-16,384.15
07/22/2020	Tax Payment		IRS	Tax Payment for Period: 07/15/2020-07/17/2020	R	-1,413.72
				Federal Taxes (941/944)		-1,413.72

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
07/24/2020	Tax Payment		IRS	Tax Payment for Period: 07/18/2020- 07/21/2020 Federal Taxes (941/944)	R	-9,877.64 -9,877.64
07/28/2020	Check	6926	BCL of Texas	Invoice #2	R	-12,000.00 12,000.00
07/28/2020	Check	6927	City of Hutto	Reimburse City for Debt Service Sales Tax Revenue Bonds, Series 2018 Ref. #HUTT418EDC	R	- 360,197.23 360,197.23
07/28/2020	Check	6928	U.S. Postal Service	Box #1016 Annual Fee		-98.00 98.00
07/28/2020	Check	6929	Wells Fargo	Account #	R	-195.66 -195.66
07/31/2020	Payroll Check	DD	Cheri L. Bowman	Pay Period: 07/16/2020-07/31/2020 Direct Deposit	R	-1,656.95 -1,656.95
08/05/2020	Tax Payment		IRS	Tax Payment for Period: 07/29/2020- 07/31/2020 Federal Taxes (941/944)	R	-546.12 -546.12
08/14/2020	Payroll Check	DD	Cheri L. Bowman	Pay Period: 08/01/2020-08/15/2020 Direct Deposit	R	-1,656.93 -1,656.93
08/19/2020	Tax Payment		IRS	Tax Payment for Period: 08/12/2020- 08/14/2020 Federal Taxes (941/944)	R	-546.16 -546.16
09/01/2020	Payroll Check	DD	Cheri L. Bowman	Pay Period: 08/16/2020-08/31/2020 Direct Deposit	R	-1,656.95 -1,656.95
09/04/2020	Tax Payment		IRS	Tax Payment for Period: 08/29/2020- 09/01/2020 Federal Taxes (941/944)	R	-546.12 -546.12
09/15/2020	Check	6930	BancorpSouth	To Drill Safe Deposit Box	R	-75.00 75.00
09/16/2020	Payroll Check	DD	Cheri L. Bowman	Pay Period: 09/01/2020-09/15/2020	R	-1,641.97

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HUTTO ECONOMIC DEVELOPMENT CORPORATION

CHECK DETAIL

October 2017 - September 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Direct Deposit		-1,641.97
09/18/2020	Tax Payment		IRS	Tax Payment for Period: 09/12/2020- 09/15/2020	R	-538.94
				Federal Taxes (941/944)		-538.94
09/23/2020	Check	6931	YMCA of Greater Williamson County		R	-5,000.00
				Invoice #9092020		5,000.00
09/23/2020	Check	6932	The JRS Company, Inc.		R	-25,000.00
				2020 Annual Grant		25,000.00
09/30/2020	Check	6945	Texas State Technical College			-
				2020 Annual Payment		125,000.00
						125,000.00
TexPool Operating Account						
11/06/2018	Check	1	City of Hutto		R	-
				Supplement the cost of the construction of the City of Hutto's Amphitheater to support economic development		585,000.00
						585,000.00
11/28/2018	Check	2	City of Hutto		R	-62,949.69
				Legal Services provided by McGinnis Lochridge paid for by the City to be reimbursed by the HEDC		62,949.69

Brushy Creek Amphitheater-Event Summary

Although the amphitheater was complete late 2018, the first event wasn't held until July 2019 (KOKE FEST not included) Please see below for a total of 9 events and note that each one went through the special event permitting process.

*Events before full time operations manager began (RS3)

- City of Hutto 4th of July Celebration (grand opening of BCA)-July 2019*
 - Fireworks and local talent/food trucks
 - 8,500 in attendance (approx.)
 - Cost approx \$48,000
 - Free to attend
 - Notifications sent to homes surrounding BCA (30)
- Los Lonely Boys-August 2019*
 - Produced by RS3
 - Inaugural RS3 event
 - Notifications sent to homes surrounding BCA (30)
- KC and the Sunshine Band-November 2019*
 - Produced by RS3
 - 347 tickets sold + 831 comp
 - Net revenue: \$13,350.51
 - Notifications sent to homes surrounding BCA (30)
- New Power Generation-January 2020*
 - Produced by RS3
 - 347 tickets sold + 831 comp
 - Net revenue: \$3,337.39
 - Notifications sent to homes surrounding BCA (30)
- *The total net from the first 3 events (Los Lonely Boys, KC and the Sunshine Band, & NPG) \$69,232.12 with the city getting 65% or around \$45,000.*
- Hometown Heroes (Snoop Dogg & Nelly)-September 2020
 - 3rd party promoter Rockin' Concepts
 - Managed by RS3 with COH oversight
 - Notifications sent to homes surrounding BCA (to include the Brooklands)
 - Social Media Comments
 - COH: 160
 - BCA: 3 (125 positive reactions)
 - Media
 - Community Impact: <https://communityimpact.com/austin/round-rock-pflugerville-hutto/arts-entertainment/2020/09/10/snoop-dogg-nelly-stoney-larue-hometown-heroes-concert-coming-to-brushy-creek-amphitheater/>
 - KVUE: <https://www.kvue.com/article/news/entertainment-news/drive-in-concert-austin-lubbock-dallas/269-5a53d390-4d18-4762-bbca-5b3d934abb70>
 - Austin 360: <https://www.austin360.com/photogallery/TX/20200926/ENTERTAINMENT/92600999I/PH/I>
 - KXAN: <https://www.kxan.com/news/local/williamson-county/officials-say-changes-are-coming-after-hutto-neighbors-voice-noise-complaints-music-festival/>

- Tailgates & Tunes-Shane Smith & the Saints-October 2020
 - 3rd party promoter-JHL
 - Managed by RS3 with COH oversight
 - Notifications sent to homes surrounding BCA (to include the Brooklands)
- Tailgates & Tunes-Read Southall Band-October 2020
 - 3rd party promoter-JHL
 - Managed by RS3 with COH oversight
 - Notifications sent to homes surrounding BCA (to include the Brooklands)
- Holidays in Hutto-December 2020
 - 3rd party promoter-JHL
 - Managed by RS3 with COH oversight
 - 875 tickets purchased
 - Notifications sent to addresses within a 2-mile radius (2500)
 - Media
 - 3 live segments on FOX 7 news to promote event
- Deadmau5-January 2021
 - 3rd party promoter
 - Managed by RS3 with COH oversight
 - Pods Sold: 614
 - Comp: 24
 - Total: 638 or approximately 2, 233 attendees
 - *Note that since individual tickets weren't sold the total attendance would be approximate. Each pod held up to 5 people, and we're averaging about 3.5 people per pod. Venue pod capacity was 700.
 - Notifications sent to addresses within a 2-mile radius
 - Included in Hey Hutto! newsletter (8,000)
 - Several social media posts to notify of event
 - Media
 - KXAN: [Bass from Deadmau5 concert shakes Hutto homes, city working on noise improvements](#)
 - KVUE: [Hutto City Manager responds to noise concerns related to Friday's BCA concert](#)
 - EDM.COM: <https://edm.com/news/texas-residents-slam-deadmau5-drive-in-concert>
 - Known Complaints:
 - 911 calls: 93
 - Total number of emails/calls: 77
 - Social Media comments
 - COH: 585
 - BCA: 484
 - Statement issued to Hutto residents and surrounding communities:

The City would like to apologize to Hutto residents and our surrounding neighbors that were significantly inconvenienced Friday evening from the concert held at the Brushy Creek Amphitheater. We want the entire community to know there will be no events until we have further studied the problems with a sound engineer to determine if there are solutions to mitigate or solve noise problems. We are committed to notifying the public of our findings and possible solutions before moving forward with any performances. Again we sincerely apologize for all who were impacted by the noise from Friday's concert. Please feel free to submit your feedback at bcacommentshuttotx.gov.

Brushy Creek Amphitheater-Rental Option

Rental Prices

- The below prices are based on venue capacity as well as keeping affordable so local organizations/non-profits have a fair opportunity to utilize the space while helping to cover facility costs and generating revenue
- Commercial pricing is for groups such as promoters who are personally benefiting from ticket sales
- Non-commercial pricing is used for groups that are either raising funds or hosting a free event.

AMPHITHEATER (PER DAY)

NON-COMMERCIAL - BENEFIT

Non-Resident - \$2,400

Resident - \$2,000

PROFESSIONAL/COMMERCIAL

Non-Resident - \$3,600

Resident - \$3,000

PARKING LOT (PER DAY)

Non-Resident - \$500

Resident - \$400

FESTIVAL SITE (PARK PROPERTY)-PER DAY

NON-COMMERCIAL - BENEFIT

Non-Resident - \$1,800

Resident - \$1,500

PROFESSIONAL/COMMERCIAL

Non-Resident - \$2,400

Resident - \$2,000

GREEN ROOM (2 HR. MIN.)

NON-COMMERCIAL (PER HOUR)

Non-Resident - \$75

Resident - \$50

COMMERCIAL (PER HOUR)

Non-Resident - \$100

Resident - \$75

AMPHITHEATER & FESTIVAL

NON-COMMERCIAL - BENEFIT

Non-Resident - \$3,000

Resident - \$2,500

PROFESSIONAL/COMMERCIAL

Non-Resident - \$4,000

Resident - \$3,500

DEPOSIT

\$250-1000

ALCOHOL SURCHARGE FOR ANY FUNCTION

\$100 (At least 2 HPD Officers must be onsite)

COH Staff Time/Cost

*This depends on how the facility will be managed going forward. With a management company or not, the below is based on what we as the City may need to provide:

- Parks & Rec staff come through the facility weekly for general maintenance (more as seasonally reasonable)
- Day of events, 4-5 staff will come in to prep the facility- changing liners, prepping and stocking restrooms, green room, pavilions (if rented) and to unlock the facility for load in, etc. Recommend using a mix part-time non-benefited staff and full-time staff. In addition to 1-2 staff to have a presence by setting up the City of Hutto pop-up booth.
- Any staff cost for maintaining the facility throughout the event and clean-up is charged back to the user. Or they could have volunteers from their organization to help with clean up to cut down on this cost.
- Emergency personnel- Renters would be responsible to schedule and pay for police/security officers and EMT's if the event has alcohol, or any road closures per the special event permit application and ordinance.

Noise Abatement

RFP 2I-01 was posted on Sunday, January 31st for a Noise Abatement Study. In addition to the results of the report, below are some other items we could still move forward with in the meantime:

Noise Ordinance

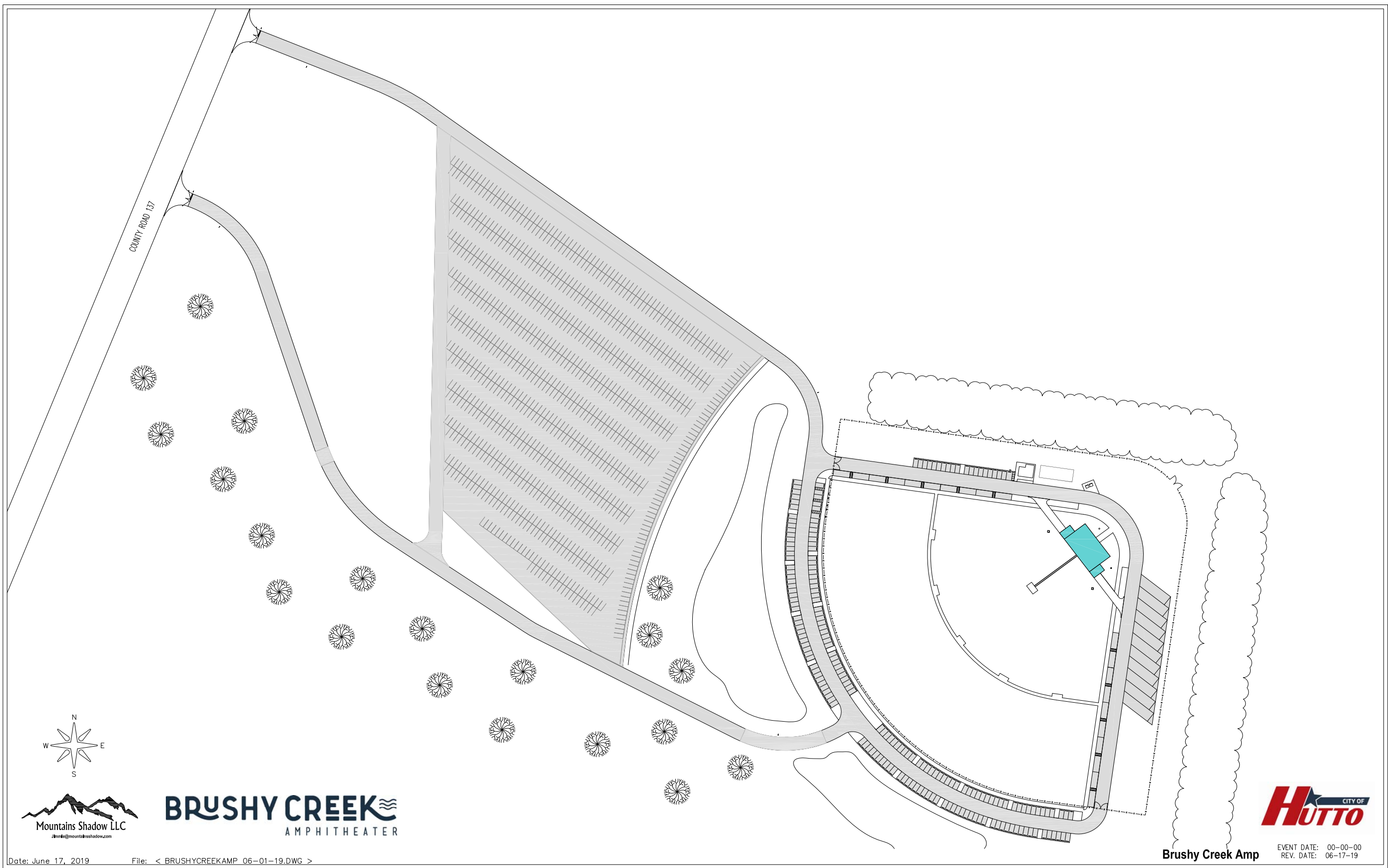
Below is an example subsection of the noise ordinance from College Station. It's general enough to allow for some flexibility and doesn't allow amplified sound past 11:00 p.m. and all internal events must end by 10:00 p.m. PD enforces the sound ordinance so if they get a call/complaint they'll use a decibel meter and if it's ridiculously loud, they'll use that to give the promoter a level to turn down to.

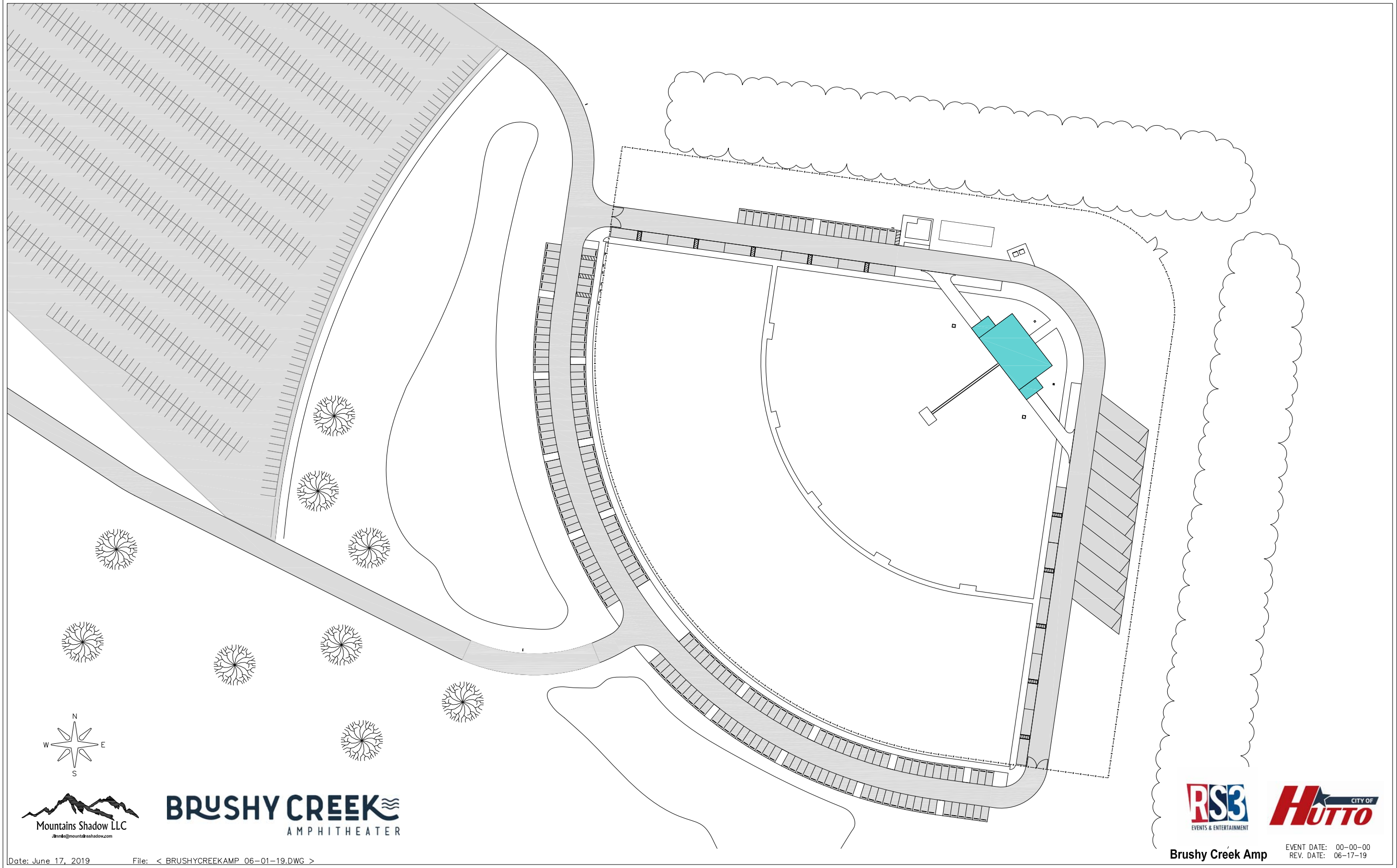
(4) Wolf Pen Creek Amphitheater.

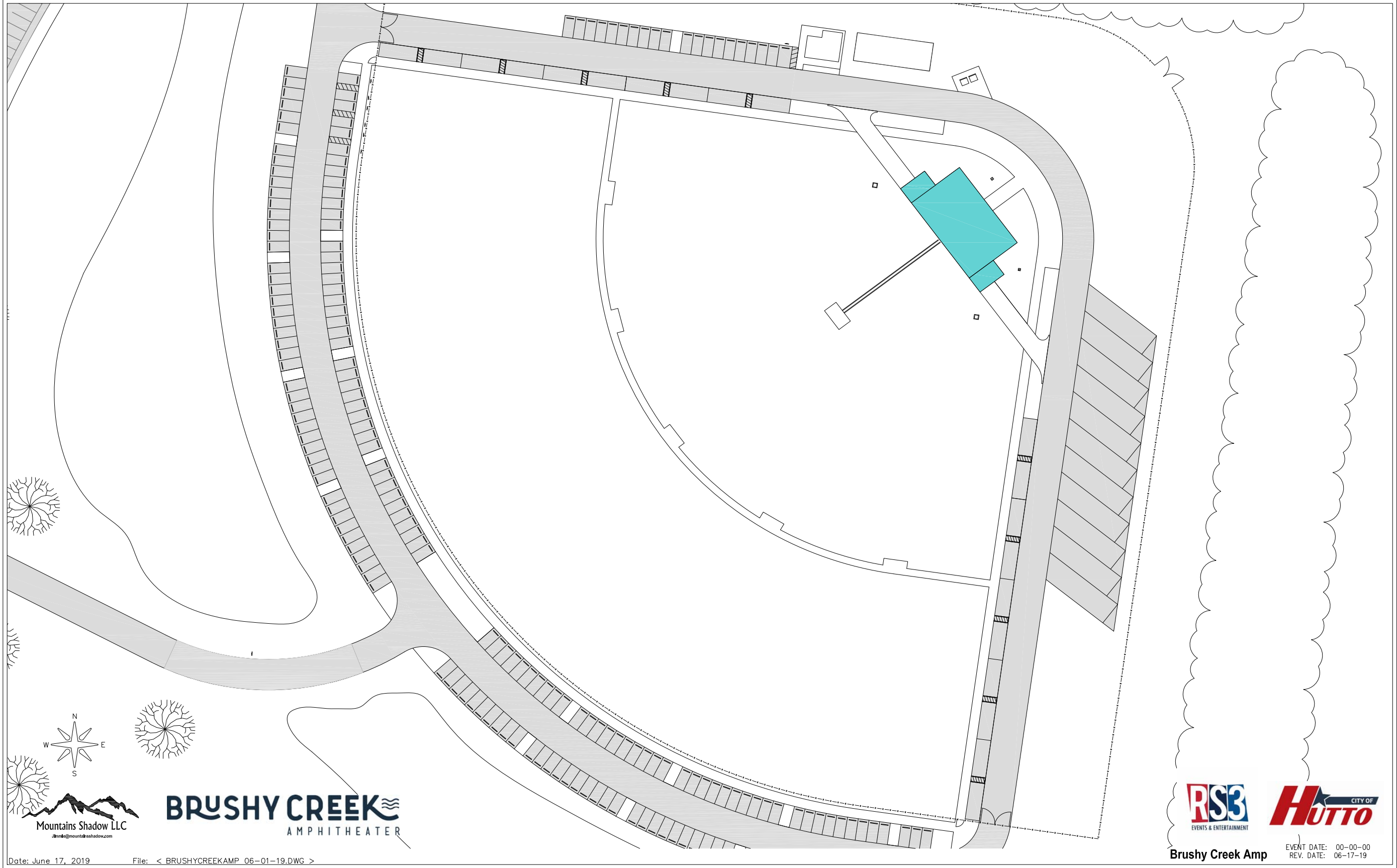
a. If a user, renter, or any person occupying Wolf Pen Creek Amphitheater makes or allows an unreasonable noise that would disturb or annoy a person of ordinary sensibilities the City will notify that person to lower the noise to a reasonable level.

b. If the noise level is not lowered the person may be ordered to cease use of the amphitheater.

(Code 2011 (Repub.), § 7-2(A)(10), (C); Ord. No. [2017-3926](#), Pt. I (Exh. A), 9-11-2017)









WOLF PEN CREEK AMPHITHEATER



cstx.gov/wolfpen